



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



**AGENDA OF THE
REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

November 7, 2013

10:00 a.m.

**League of California Cities
1400 K Street, 3rd Floor
Sacramento, California**

3252 Southern Hills Drive
Fairfield, CA 94534

709 Portwalk Place
Redwood City, CA 94065

County of Yuba
915 8th Street, Suite 103
Marysville, CA 95901

City of Stanton
7800 Katella Avenue
Stanton, CA 90680

- I. Call the Roll (alternates designate which member they are representing).
- II. Approve the Minutes of the October 24, 2013 Regular Meeting.
- III. Staff Updates.
- IV. Approve Consent Calendar.
- V. Approve the financing; all necessary actions; the execution and delivery of all necessary documents and authorize any member to sign all necessary financing documents for the following:
 - a. Chestnut Family Apartments, LP (Chestnut Apartments), City of Fresno, County of Fresno; up to \$8,700,000 in multi-family housing revenue bonds (Staff: Scott Carper)

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2012 at __: __ m,
Signed _____. Please fax signed page to (925) 933-8457.

- b. GVGC Investors (Gold Country Village Apartments), City of Grass Valley, County of Nevada; up to \$9,500,000 of multi-family housing revenue bonds (Staff: Scott Carper)
 - c. Vineyard Creek, LP (Vineyard Creek Apartments), City of Santa Rosa, County of Sonoma; up to \$9,000,000 of taxable variable rate demand multi-family housing revenue bonds (Staff: Caitlin Lanctot)
 - d. OakmontSL of Alameda, LP (Oakmont of Alameda Project), City of Alameda, County of Alameda; up to \$6,320,000 of taxable variable rate demand multi-family housing revenue bonds (Staff: Caitlin Lanctot)
- VI. Presentation and request to pursue establishment of a CSCDA market rate single-family housing program and request for 2013 single family housing carry forward volume cap allocation. (Staff: Mike LaPierre)
- VII. Discussion of The Willows Apartments Delinquent Administrative Fees (Staff: James Hamill)
- VIII. Discussion and approval of CaliforniaFirst County Participants CEQA Approvals (Staff: Caitlin Lanctot)
- IX. Discussion and approval of Salinas Plaza Club CFD Disclosure Report. (Staff: James Hamill)
- X. Discussion and approval of CSCDA trustee pursuant to request for proposals. (Staff: James Hamill)
- XI. Public Comment.
- XII. Adjourn.



**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CONSENT CALENDAR**

1. Induce the following projects:
 - a. Huntington Villa Yorba Preservation, LP (Huntington Villa Yorba), City of Huntington Beach, County of Orange; issue up to \$33 million in multi-family housing debt obligations.
 - b. Uptown Housing Partners, LP (Uptown Oakland Apartments), City of Oakland, County of Alameda; issue up to \$165 million in multi-family housing refunding bonds.
2. Approve the following invoices for payment:
 - a. Wells Fargo Bank, LLP Invoice #1000559.
 - b. Wells Fargo Bank, LLP Invoice #1009355.
 - c. David Taussig & Associates, Invoice#1309190

Thursday, November 7, 2013

Note: Persons requiring disability-related modification or accommodation to participate in this public meeting should contact (925) 933-9229, extension 225.

Item II

Approve the Minutes of the October 24, 2013 Regular Meeting.

**REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
(CSCDA)**

California State Association of Counties
1100 K Street, Sacramento, California

October 24, 2013

MINUTES

Commission Chair Larry Combs called the meeting to order at 10:03 am.

I. Roll Call

Commission members present: Larry Combs, Chair, Kevin O'Rourke and Dwight Stenbakken. Dan Mierzwa, Tim Snellings and alternate Commissioner Brian Moura, representing Irwin Bornstein, participated by conference telephone.

Others present included: Perry Stottlemeyer and Norman Coppinger, League of California Cities; Caitlin Lanctot, CSCDA; and Mark Paxson, State Treasurer's Office. James Hamill and Jon Penkower, CSCDA; and Greg Stepanicich, Richards Watson & Gershon participated by conference telephone.

Commission Chair Larry Combs recessed this meeting until after CSCDC meeting. Reconvened and called to order at 10:13 am.

II. Approval of minutes—October 10, 2013

The commission approved the minutes for the regular meeting held October 10, 2013.

Motion by Mierzwa; second by O'Rourke; unanimously approved by roll-call vote.

III. Staff Updates

James Hamill shared that staff is still accepting employment applications for the Executive Director position. Applications will be accepted through the end of next week. Ten applications have been received to date.

IV. Approval of Consent Calendar

1. Approve the following invoices for payment:

- a. Willdan invoice #010-22046
- b. Willdan invoice #010-22048

2. Induce the following projects:

- a. Preservation Duarte Manor, LP (Duarte Manor Apartments), City of Duarte, County of Los Angeles; issue up to \$8.5 million in multi-family housing debt obligations.

3. Approve the City of Lake Forest as a Program Participant.

Motion to approve by Snellings; second by Mierzwa; unanimously approved by roll-call vote.

V. Approve the financing, all necessary actions, the execution and delivery of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- a. Arbor Terrace Community Partners, LP (Arbor Terrace Apartments), City of Colton, County of San Bernardino; issue up to \$14 million in multi-family housing revenue bonds.

Motion by Stenbakken; second by O'Rourke; unanimously approved by roll-call vote.

- b. La Mesa 614, LP (Campina Court Apartments), City of La Mesa, County of San Diego; up to \$5.5 million in multi-family housing revenue bonds.

Motion by O'Rourke; second by Mierzwa; unanimously approved by roll-call vote.

- c. The Redwoods, a Community of Seniors, City of Mill Valley, County of Marin; up to \$35 million in 501(c)(3) non-profit revenue bonds.

Motion by O'Rourke; second by Stenbakken; unanimously approved by roll-call vote.

VI. Hold public hearings regarding establishment of three county specific CaliforniaFirst programs and discuss and approve resolutions (i) confirming the reports of the programs; (ii) for each program, authorizing the issuance of local obligation bonds and approving related documents; and (iii) authorizing issuance of revenue bonds and approving related documents and matters

James Hamill shared that this is the final step in approving Marin County, Napa County and Tulare County as members of the CaliforniaFirst Program. At the September 26 meeting, the Commission approved Resolutions of Intention (ROI) to establish the program for these three counties.

Each ROI set forth the Commission's determination that the public interest would be served by establishing the Program in these three counties, directed creation of a report that identifies the details of the Program, and set October 24, 2013 as the date for the public hearing to receive any public comment on the proposed report and the Commission to confirm or modify the report. Notice of these hearings was duly published in Sacramento County, as well as in each of the three counties (Marin, Napa and Tulare). Based on the ROIs, the steps today are to: (i) open and hold the public hearings; (ii) present a program summary report; (iii) receive any public comments; (iv) close the public hearings; and (v) if the Commission wishes to proceed, then to make a motion to approve the ROIs confirming the reports authorizing the issuance of local obligation bonds and authorizing the issuance of revenue bonds.

Chair Larry Combs opened the public hearings for the three counties.

James Hamill read a program summary report, which is identical for each of the three counties. Then he read the resolution for each county.

Chair Larry Combs then asked for public comment or testimony, if any.

There was no public testimony, so Combs closed the public hearings.

Staff recommends approval of all three ROIs.

Motion to accept staff recommendation for all three ROIs by O'Rourke; second by Stenbakken; unanimously approved by roll-call vote.

VII. Approve resolution for County of Sacramento and County of Ventura CaliforniaFirst programs, in each case: (i) authorizing the issuance of non-pooled local obligation bonds; and (ii) approving related documents and matters

James Hamill shared that these two projects represent the first financing under this CaliforniaFirst program. Both are small (\$186,277 and \$108,295), but there are other applications pending, totaling about \$17 million more.

James pointed out that the summary for Sacramento County improperly indicated it was in Roseville, but it's actually in the North Highlands area on Roseville Lane. Correction is being made.

Motion to approve staff recommendation by O'Rourke; second by Stenbakken; unanimously approved by roll-call vote.

VIII. Public Comment

None.

XII. Adjournment

Commission Chair Larry Combs adjourned the meeting at 10:40 am.

Submitted by: Perry Stottlemeyer, League of California Cities staff

*The next regular meeting of the commission is scheduled for
Thursday, November 7, at 10:00 a.m.
in the League's office at 1400 K Street, Sacramento, California.*

Item IV

Approve Consent Calendar

1. Induce the following projects:
 - a. Huntington Villa Yorba Preservation, LP (Huntington Villa Yorba), City of Huntington Beach, County of Orange; issue up to \$33 million in multi-family housing debt obligations.
 - b. Uptown Housing Partners, LP (Uptown Oakland Apartments), City of Oakland, County of Alameda; issue up to \$165 million in multi-family housing refunding bonds.
2. Approve the following invoices for payment:
 - a. Wells Fargo Bank, LLP Invoice #1000559.
 - b. Wells Fargo Bank, LLP Invoice #1009355.
 - c. David Taussig & Associates, Invoice#1309190

Applicant Information

Primary Contact E-mail: Chuck@preservationpartners.org

Name of Developer: **Preservation Partners Development, III, LLC**

TIN or EIN: **51-0456835**

Primary Contact

First Name: **Chuck**

Last Name: **Treatch**

Title: **Development Officer**

Address:

Street: **21515 Hawthorne Blvd**

Suite: **125**

City: **Torrance**

State: **California**

Zip: **90503-6514**

Phone: **310-802-6681**

Ext:

Fax:

Email: **chuck@preservationpartners.org**

Borrower Description:

☐ Same as developer ?

Name of Borrowing Entity: **Huntington Villa Yorba Preservation Limited Partnership**

Type of Entity:

☐ For-profit Corporation

☐ Non-profit Corporation

☒ Partnership

☐ Other (specify)

☐ Will you be applying for State Volume Cap?

Date Organized: **October 2013**

No. of Multi-Family Housing Projects Completed in the Last 10 Years: **29**

No. of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **29**

Primary Billing Contact

Organization: **Preservation Partners Development, III, LLC**

First Name: **Chuck**

Last Name: **Treatch**

Title: **Development Officer**

Address

Street: **21515 Hawthorne Blvd**

Suite: **125**

City: **Torrance**

State: **California**

Zip: **90503-6514**

Phone: **310-802-6681**

Ext:

Fax:

Email: **chuck@preservationpartners.org**

Project Information

Project Information

Project Name: **Huntington Villa Yorba**

New Project Name(optional):

Facility Information

Facility #1

Facility Name: **Huntington Villa Yorba**

Facility Bond Amount: \$31,000,000.00

Project Address:

Street: **16000 Villa Yorba Lane**

City: **Huntington Beach**

State: **California**

Zip: **92647**

County: **Orange County**

Is Project located in an unincorporated part of the County? ☐ Y ☒ N

Total Number of Units:

Market: **198**

Restricted: **198**

Total: **396**

Lot size: **11.5 acres**

Amenities:

200 Carports, Laundry Facilities, Open Grass area, Tot Lots, Community Room

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings):

Wood Frame , 2 and 3 Story, 16 buildings

Type of Housing:

☐ New Construction

☒ Acquisition/Rehab

Facility Use:

☒ Family

☐ Senior

Is this an Assisted Living Facility? ☐

Has the City or County in which the project is located been contacted? If so, please provide name, title, telephone number and e-mail address of the person contacted:

First Name:

Last Name:

Title:

Phone:

Ext:

Fax:

Email:

Public Benefit Info:

Percentage of Units in Low Income Housing: 100

Percentage of Area Median Income(AMI) for Low Income Housing Units: 100

Total Number of Management Units: 0

#	Bedrooms (Unit Size)	%AMI	No. of restricted units	Restricted rent	Market rent	Expected savings
1.	1 bedroom	50	2	858.00	1,300.00	442.00
2.	1 bedroom	60	19	1,029.00	1,300.00	271.00
3.	2 bedroom	50	16	1,030.00	1,600.00	570.00

4.	2 bedroom	60	140	1,236.00	1,600.00	364.00
5.	3 bedroom	50	2	1,190.00	1,975.00	785.00
6.	3 bedroom	60	19	1,428.00	1,975.00	547.00

Note: Restricted Rent must be least 10% lower than Market Rent and must be lower than the HUD Rent limit.

Government Information

Project/Facility is in:

Congressional District #:	State Senate District #:	State Assembly District #:
46	35	67

Financing Information

Financing Information

Maturity 15 Years

Interest Rate Mode:

☒ Fixed

☐ Variable

Type of Offering:

☒ Public Offering

☐ Private Placement

☐ New Construction

☐ Acquisition of Existing Facility

☐ Refunding

(Refunding only) Will you be applying for State Volume Cap? ☐ Yes ☐ No

Is this a transfer of property to a new owner? ☐ Yes ☐ No

Construction Financing:

☐ Credit Enhancement

☒ None

☐ Letter of Credit

☒ Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser: Freddie MAC

Permanent Financing:

☒ Credit Enhancement

☐ None

☐ Letter of Credit

☒ Other (specify) :Freddie Mac Conventional Taxable Mortgage

Name of Credit Enhancement Provider or Private Placement Purchaser: Freddie Mac

Expected Rating:

☐ Unrated

Moody's:

S&P:

Fitch:

AA

AA

AA

Projected State Allocation Pool:

☒ General ☐ Mixed Income ☐ Rural

Will the project use Tax-Credit as a source of funding? ☒ Y ☐ N

Sources and Uses

Sources and Uses

Construction Sources:

Tax-Exempt Bond Proceeds:	<u>\$31,000,000.00</u>
Taxable Bond Proceeds:	<u>\$</u>
Tax Credits:	<u>\$16,824,147.00</u>
Developer Equity:	<u>\$405,772.00</u>
Other Funds (Describe):	
Taxable Loan - Freddie Mac	<u>\$10,740,000.00</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
Total Sources:	<u>\$58,969,919.00</u>

Uses:

Land Acquisition:	<u>\$9,000,000.00</u>
Building Acquisition:	<u>\$38,270,000.00</u>
Construction or Remodel:	<u>\$6,376,104.00</u>
Cost of Issuance:	<u>\$791,740.00</u>
Capitalized Interest:	<u>\$403,000.00</u>
Reserves:	<u>\$1,171,553.00</u>
Other Uses (Describe):	
Soft Cost	<u>\$2,957,522.00</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
Total Uses:	<u>\$58,969,919.00</u>

Financing Team Information

Bond Counsel

Firm Name: Orrick, Herrington

Primary Contact

First Name: Justin

Last Name: Cooper

Title: Partner

Address:

Street: 405 Howard Street

Suite:

City: San Francisco

State: California

Zip: 94105-2669

Phone: 4157735700

Ext:

Fax: 14157735759

Email: jcooper@orrick.com

Bank/Underwriter/Bond Purchaser

Firm Name: Citi Bank

Primary Contact

First Name: Jay

Last Name: Abeywardena

Title: Director

Address:

Street: 325 E. Hillcrest Drive

Suite: 160

City: Thousand Oaks

State: California

Zip: 91360

Phone: 8055570943

Ext:

Fax: 8055570924

Email: jay.m.abeywardena@citi.com

Financial Advisor

Firm Name:

Primary Contact

First Name:

Last Name:

Title:

Address:

Street:

Suite:

City:

State:

Zip:

Phone:

Ext:

Fax:

Email:

Rebate Analyst

Firm Name:

Primary Contact

First Name:

Last Name:

Title:

Address:

Street:

Suite:

City:

State:

Zip:

Phone:

Ext:

Fax:

Email:

Applicant Information

Primary Contact E-mail: tedbeder@forestcity.net

Name of Developer: **Uptown Housing Partners, LP**
TIN or EIN: **20-3612204**

Primary Contact

First Name: **Ted**

Last Name: **Beder**

Title: **Vice President**

Address:

Street: **949 S. Hope Street**

Suite: **100**

City: **Los Angeles**

State: **California**

Zip: **90015**

Phone: **213-416-2248**

Ext:

Fax: **213-622-7623**

Email: **tedbeder@forestcity.net**

Borrower Description:

☒ Same as developer ?

Name of Borrowing Entity: **Uptown Housing Partners, LP**

Type of Entity:

☐ For-profit Corporation

☐ Non-profit Corporation

☒ Partnership

☐ Other (specify)

☐ Will you be applying for State Volume Cap?

Date Organized: 9-14-05

No. of Multi-Family Housing Projects Completed in the Last 10 Years: **4**

No. of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **2**

Primary Billing Contact

Organization: **Uptown Housing Partners, LP**

First Name: **Ted**

Last Name: **Beder**

Title: **Vice President**

Address

Street: **949 S. Hope Street**

Suite: **100**

City: **Los Angeles**

State: **California**

Zip: **90015**

Phone: **213-416-2248**

Ext:

Fax: **213-622-7623**

Email: **tedbeder@forestcity.net**

Project Information

Project Information

Project Name: **Uptown Oakland Apartments**

New Project Name(optional):

Facility Information

Facility #1

Facility Name: **Uptown Oakland Apartments**

Facility Bond Amount: \$160,000,000.00

Project Address:

Street: **500 William Street**

City: **Oakland**

State: **California**

Zip: **94612**

County: **Alameda**

Is Project located in an unincorporated part of the County? ☐ Y ☒ N

Total Number of Units:

Market: **497**

Restricted: **168**

Total: **665**

Lot size: **4.71 acres**

Amenities:

Fitness center, community lounge, screening room, chef's kitchen, billiards, outdoor pool and spa, seven landscaped courtyards, adjacent public park featuring children's play area

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings):

Three buildings consisting of 5 story wood frame over one level of parking.

Type of Housing:

☒ New Construction

☐ Acquisition/Rehab

Facility Use:

☒ Family

☐ Senior

Is this an Assisted Living Facility? ☐

Has the City or County in which the project is located been contacted? If so, please provide name, title, telephone number and e-mail address of the person contacted:

First Name:

Last Name:

Title:

Phone:

Ext:

Fax:

Email:

Public Benefit Info:

Percentage of Units in Low Income Housing: 20

Percentage of Area Median Income(AMI) for Low Income Housing Units: 50

Total Number of Management Units:

#	Bedrooms (Unit Size)	%AMI	No. of restricted units	Restricted rent	Market rent	Expected savings
1.	Studio	50	4	790.00	1,665.00	875.00
2.	1 Bedroom	50	24	816.00	1,686.00	870.00
3.	1 Bedroom	50	60	843.00	1,859.00	1,016.00

4.	2 Bedrooms	50	40	1,013.00	2,342.00	1,329.00
5.	3 Bedrooms	50	7	1,166.00	2,866.00	1,700.00
6.	Studio	120	1	1,200.00	1,665.00	465.00
7.	1 Bedroom	120	5	1,250.00	1,686.00	436.00
8.	1 Bedroom	120	15	1,360.00	1,859.00	499.00
9.	2 Bedrooms	120	10	1,800.00	2,342.00	542.00
10.	3 Bedrooms	120	2	2,250.00	2,866.00	616.00

Note: Restricted Rent must be least 10% lower than Market Rent and must be lower than the HUD Rent limit.

Government Information

Project/Facility is in:

Congressional District #:	State Senate District #:	State Assembly District #:
13	9	18

Financing Information

Financing Information

Maturity **37** Years

Interest Rate Mode:

☒ Fixed

☐ Variable

Type of Offering:

☐ Public Offering

☒ Private Placement

☐ New Construction

☐ Acquisition of Existing Facility

☒ Refunding

(Refunding only) Will you be applying for State Volume Cap? ☐ Yes ☒ No

Is this a transfer of property to a new owner? ☐ Yes ☒ No

Construction Financing:

☐ Credit Enhancement

☐ None

☐ Letter of Credit

☐ Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser:

Permanent Financing:

☐ Credit Enhancement

☐ None

☐ Letter of Credit

☐ Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser:

Expected Rating:

☒ Unrated

Moody's:

S&P:

Fitch:

Projected State Allocation Pool:

☐ General ☒ Mixed Income ☐ Rural

Will the project use Tax-Credit as a source of funding? ☐ Y ☒ N

Sources and Uses

Sources and Uses

Construction Sources:

Tax-Exempt Bond Proceeds:	\$160,000,000.00
Taxable Bond Proceeds:	\$
Tax Credits:	\$
Developer Equity:	\$545,000.00
Other Funds (Describe):	
	\$
	\$
	\$
	\$
	\$
Total Sources:	\$160,545,000.00

Uses:

Land Acquisition:	\$
Building Acquisition:	\$
Construction or Remodel:	\$
Cost of Issuance:	\$545,000.00
Capitalized Interest:	\$
Reserves:	\$
Other Uses (Describe):	

Repayment of existing bonds

	\$
	\$
	\$
	\$
Total Uses:	\$160,545,000.00

Financing Team Information

Bond Counsel

Firm Name: Thompson, Hine, Flory

Primary Contact

First Name: Arik

Last Name: Sherk

Title: Partner

Address:

Street: 10050 Innovation Drive

Suite: 400

City: Dayton

State: Ohio

Zip: 45342

Phone: 937-443-6757

Ext:

Fax: 937-443-6635

Email: arik.sherk@thompsonhine.com

Bank/Underwriter/Bond Purchaser

Firm Name: Merrill Lynch Capital Services, Inc.

Primary Contact

First Name: Daniel

Last Name: Nussbaum

Title: Vice President

Address:

Street: One Bryant Park, 12th Floor

Suite:

City: New York

State: New York

Zip: 10036

Phone: 646-743-1377

Ext:

Fax: 212-449-9856

Email: dan.nussbaum@baml.com

Financial Advisor

Firm Name:

Primary Contact

First Name:

Last Name:

Title:

Address:

Street:

Suite:

City:

State:

Zip:

Phone:

Ext:

Fax:

Email:

Rebate Analyst

Firm Name: Kutak Rock Arbitrage Consulting, LLC

Primary Contact

First Name: Tom

Last Name: Hageman

Title: Vice President

Address:

Street: 1650 Farnam Street

Suite:

City: Omaha

State: Nebraska

Zip: 68102

Phone: 402-346-6000

Ext:

Fax: 402-346-1148

Email: thomas.hageman@kutakrock.com

Fee Invoice

Corporate Trust Services

**WELLS
FARGO**

Invoice Number 1009355	Billing Date 10/11/2013	Due Date 11/10/2013	Amount Due \$3,000.00 <i>Please mail or wire payment to:</i>
<div>CSCDA Luis Castro 2999 Oak Road Suite 710 Walnut Creek, CA 94597</div>			Mailing Address: Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113
			Wire Instructions: ABA #: 121000248 DDA #: 1000031565 Swift Code: WFBUS6S Reference: Invoice #, Acct Name, Attn Name
			ACH Instructions: ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name
			<i>Please return this portion of the statement with your payment in the envelope provided:</i>
<i>Please retain this portion for your records</i>			

Account Number: 20551500
SCIP Revenue Bonds 2006A

Administration Charges

For the Period 10/31/2013 through 10/30/2014

\$3,000.00

Trustee Fee

Total Amount Due:

\$3,000.00

Billings past due are subject to an 18% annual finance charge of the balance due.

Please address questions to Robert W Schneider Phone - 213-614-3353 Email - Robert.Schneider@wellsfargo.com

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Late Fee Notice

Date Sent: 10/21/2013

Corporate Trust Services

**WELLS
FARGO**

Invoice Number 1000559	Original Billing Date 09/16/2013	Original Due Date 10/16/2013	Amount Due \$3,000.00 <i>Please mail or wire payment to:</i> Mailing Address: Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113 Wire Instructions: ABA #: 121000248 DDA #: 1000031565 Swift Code: WFBUS6S Reference: Invoice #, Acct Name, Attn Name ACH Instructions: ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name
California Statewide Communities Development Luis Castro 2999 Oak Road Suite 710 Walnut Creek, CA 94597			
<i>Please return this portion of the statement with your payment in the envelope provided:</i>			
<i>Please retain this portion for your records</i>			

Account Number: 83705200
SCIP Revenue Bonds 2011A

Administration Charges

For the Period 09/28/2013 through 09/27/2014

Trustee Fee

\$3,000.00

Original Amount Due:	\$3,000.00
Payments Received:	\$0.00
Late Charge:	\$0.00
Total Amount Due:	\$3,000.00

Billings past due are subject to an 18% annual finance charge of the balance due.

DTA DAVID TAUSSIG & ASSOCIATES

Public Finance and Urban Economics

5000 Birch Street, Ste. 6000 • Newport Beach, CA 92660

Phone: 949-955-1500 • Fax: 949-955-1590

James Hamill
Calif. Statewide Community Development
Authority
2999 Oak Road, Suite 710
Walnut Creek, CA 94596

September 30, 2013

Invoice No: 1309190

Project 13-11980.000 CSCDA/Orinda Wilder Project-Admin

Dear Mr. Hamill:

This invoice is submitted for professional consulting services in association with the special tax administration of California Statewide Communities Development Authority CFD No. 2007-01 (Orinda Wilder Project) for fiscal year 2013-14. Please remit invoice payment payable to David Taussig and Associates, Inc.

PAYMENT IS DUE UPON RECEIPT. AN INTEREST CHARGE OF 1.2% PER MONTH WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE.

Professional Services through September 30, 2013

Professional Services		Hours	Rate	Amount
Vice President				
Morgan, Shayne				
9/4/2013	Reviewed account statements and transactions for August, reconciled transfers processed, noted excess deposit to ADM and remedy if needed.	.50	185.00	92.50
9/17/2013	Answered property owner phone calls.	.25	185.00	46.25
9/24/2013	Answered property owner phone calls.	.25	185.00	46.25
9/26/2013	Discussed special tax implementation with C. Auernig at Alliant Tax.	.25	185.00	46.25
Totals		1.25		231.25

Additional Fees

Out-of-pocket Expenses	6.94
Total Additional Fees	6.94

Total this Invoice \$238.19

Outstanding Invoices

Number	Date	Balance
1307064	7/31/2013	2,980.20
1308108	8/31/2013	1,524.40
Total		4,504.60

Item V

Approve the financing; all necessary actions; the execution and deliveries of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- a. Chestnut Family Apartments, LP (Chestnut Apartments), City of Fresno, County of Fresno; up to \$8,700,000 in multi-family housing revenue bonds (Staff: Scott Carper)

SUMMARY AND APPROVALS

DATE: NOVEMBER 7, 2013

APPLICANT: CHESTNUT FAMILY APARTEMNTS, LP

AMOUNT: UP TO \$8,700,000 OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS

PURPOSE: FINANCE THE ACQUISITION AND REHABILITATION OF CHESTNUT APARTMENTS LOCATED AT 4825 EAST FILLMORE AVENUE, FRESNO, CA

CSCDA PROGRAM: HOUSING

Background:

The proposed project, Chestnut Apartments (the “Project”), is a 90-unit property located in Fresno, California. The Project application was filed on November 16, 2012 and induced on December 6, 2012.

Summary:

Chestnut Family Apartments, L.P. (the “Borrower”) has requested CSCDA to issue and deliver multifamily housing revenue obligations in the anticipated principal amount of \$8,700,000 (the “Bonds”) for the purpose of financing the acquisition and rehabilitation of the Project. The Project will continue to provide 24 one-bedroom units, 23 two-bedroom units, 22 three-bedroom units, and 1-two-bedroom manager units to low-income families in Fresno, California.

Chestnut Apartments is the proposed rehabilitation of a 90-unit apartment complex with one, two and three-bedroom apartments on approximately 3.7 acres. The complex was built in 1982, and all of the units benefit from an existing HUD project-based Section 8 Housing Assistance Payments Contract that will be renewed for a 20-year term prior to closing. Chestnut Apartments consists of nine two-story apartment buildings and one single-story building that includes the management office, community/recreation rooms, a full kitchen and bathrooms. The property features large units and is well maintained, with controlled access and outside play areas for the resident children. All units have updated kitchens, and some have dishwashers. All units also feature central heat and air conditioning, an individual hot water heater, and are separately metered for gas and electricity. The rehabilitation includes new appliances as needed, repairs and energy efficiency upgrades to electric fixtures, replacing HVAC systems as needed, and upgrading the community room. The Project will also receive improvements to the building exteriors including roof replacement and painting. Additional site improvements will include landscaping improvements, repairs to the security gates and a solar system.

The anticipated construction start date is December 2013 with a completion date of September 2014.

The Borrower has previously constructed or rehabilitated 19 multifamily and senior housing properties throughout California. This is their first financing with CSCDA.

Public Benefit:

- Project Affordability
 - 100% of the Project's units will be income restricted:
 - 44 units reserved for tenants whose income is at or below 50% AMI
 - 45 units reserved for tenants whose income is at or below 60% AMI
 - 1 manager units
 - The term of the income and rental restrictions for the Project will be at least 55 years
- Site Amenities
 - The Project is located within a ¼ mile of a Public Transit Corridor
 - The Project is located within ¼ mile of a public school
 - The Project is located within ¼ mile of a grocery store
 - The Project is located within ½ mile of a park or recreational facility
- Economic Benefits
 - Based upon \$12,393,870 Project costs using a 1.8 multiplier the Project produces \$22,308,965 total economic activity, and at 2.1 jobs per unit produces approximately 189 jobs. (Multipliers based on June 2010 study by Blue Sky Consulting Group and Center for Housing Policy on impact of housing in California using IMPLAN system.)

Agency Approvals:

TEFRA Hearing: February 7, 2013, City of Fresno, unanimous approval
CDLAC Approval: March 11, 2013

Estimated Sources and Uses:

Sources:

Tax Exempt Bond Proceeds	\$6,325,000	51.03%
Low Income Housing Tax Credit Equity	\$3,649,000	29.44%
NOI	\$545,800	4.40%
Deferred Developer Fee	\$1,050,963	8.48%
Developer Equity	\$170,000	1.37%
PG&E Solar Incentive	<u>\$653,107</u>	<u>5.27%</u>
 Total Sources	 \$12,393,870	 100.00%

Uses:

Acquisition Cost	\$5,485,000	44.26%
Hard Construction Costs	\$2,998,500	24.19%
Architect & Engineering Fees	\$90,000	0.73%
Contractor Overhead & Profit	\$220,000	1.78%
Developer Fee	\$1,213,823	9.79%

Cost of Issuance	\$55,000	0.44%
Capitalized Interest	\$557,888	4.50%
Deposits to Reserves	\$350,000	2.82%
Other Soft Costs (Marketing, Etc.)	<u>\$1,458,659</u>	<u>11.77%</u>
Total Uses	\$12,393,870	100.00%

Finance Team:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento
- Lender: BBCN Bank

Financing Structure:

The construction bonds will have a term of 24 months and will carry a variable interest rate of approximately 4.50%. The Bonds will then convert to the permanent phase for 17 years. The projected true interest cost of the fixed rate loan under current market conditions is estimated to be 4.75%. The bonds will be privately placed with BBCN Bank.

Policy Compliance:

The Project complies with the following policies:

- CSCDA General Policies
- CSCDA Issuance Policies
- CDLAC's Qualified Residential Rental Program Requirements

Financing Approval:

Based on the overall public benefits as outlined in the California Debt Limit Allocation Committee resolution, as described on the attached Exhibit A, approval of the issuance of Bonds by the City of Fresno, and conformance to the CSCDA Issuance Policies, the Commission shall approve the Resolution as submitted to the Commission, which:

1. Approves the issuance of the Bonds and the financing of the Project;
2. Approves all necessary actions and documents for the financing; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

Attachments:

1. Original application
2. City of Fresno TEFRA Resolution
3. CDLAC Approval



Building Communities, Investing in Local Government Since 1988

Housing Bond Application

APPLICANT INFORMATION

Application Number: **2012090**
Name of Developer: **APEC International, LLC**
Primary Contact: **Lefeba Gougis**
Title: **General Counsel**
Address: **770 South Irolo Street, Suite 1000
Los Angeles, CA 90005**
Telephone Number: **(213) 738-7389**
Fax Number: **(213) 384-3847**
E-mail: **lgougis@4apec.com**

BORROWER DESCRIPTION

Type of Entity: ☐ For-profit Corporation ☐ Non-profit Corporation
☐ Municipality ☒ Partnership
☐ Other (specify): _____

For Non-profits only: Will you be applying for State Volume Cap? **No**

Name of Borrowing Entity: **Swansea Park Senior Apartments-Pase 2, L.P.**

Date Established: **TBD**

Number of Multi-Family Housing Projects Completed in the Last 10 Years: **3**

Number of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **3**

PRINCIPAL FINANCE TEAM INFORMATION

UNDERWRITER/PLACEMENT AGENT

Firm: **TBD**

Contact:

Address:

Telephone:

Fax:

E-mail:

BOND COUNSEL

Firm: **Bocarsly, Emden & Arndt**

Contact: **Kyle Arndt**

Address: **633 West Fifth Street, Suite 70th Floor
Los Angeles, CA 90071**

Telephone: **(213) 239-8048**

Fax: **(213) 239-0410**

E-mail: **karndt@bocarsly.com**

Application Number: **2012090 - Chestnut Apartments**

Name of Borrower: **APEC International, LLC**

PROJECT DESCRIPTION

Current Project Name: **Chestnut Apartments**

New Project Name:

Project Street Address: **4825 East Fillmore Avenue**

City: **Fresno** State: **CA** Zip Code: **93727**

County: **Fresno**

Is Project located in unincorporated part of the County? **No**

Total Number of Units: Market: **1** Restricted: **89** Total Units: **90**

Lot Size: **3.7 acres**

Amenities: **The property consists of nine (9) two-story apartment buildings and one (1) single-story building which includes the office, community/recreation rooms, a full kitchen and bathrooms. The property is well-maintained, with outside play areas for the resident children and large units for the tenants. One-bedroom units range in size from 637 square feet to 754 square feet; two-bedroom units range in size from 835 square feet to 947 square feet; and the three bedroom units are all townhouses with 1,258 square feet. The property has controlled access and is in very good condition. All units have updated kitchens, and some have dishwashers. All units have central heat and air conditioning, an individual hot water heater, and are separately metered for gas and electricity. Some units have large walk-in closets and the townhouse units have washer/dryer hookups.**

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings): **Wood Frame**

Type of Housing: ☐ New Construction ☒ Family
☒ Acq/Rehab ☐ Senior

Is this an Assisted Living Facility? _____

City or county contact information:

Contact Name: _____

Title: _____

Phone Number: _____ Ext. _____

Fax Number: _____

E-mail: _____

PUBLIC BENEFIT

Percentage of Units in Low Income Housing: **100%**

Percentage of Area Median Income(AMI) for Low Income Housing Units: **50% and below**

Total Number of Management Units: **1**

Unit Size	% AMI	# of Restricted Units	Restricted Rent	Market Rent	Expected Savings
1 Bedroom	50	24	\$493	\$986	\$493
2 Bedrooms	50	43	\$577	\$1,154	\$577
3 Bedrooms	50	22	\$653	\$1,306	\$653

Remarks: **Rent schedule will probably be revised. market rents must be verified.**

OTHER PUBLIC BENEFIT**SERVICES PROVIDED**

- ☐ High-speed internet service in each affordable unit of an on-going nature for a minimum of 10 years.
- ☒ After school program of an on going nature for the minimum of 10 years.
- ☒ Educational classes (which are not the same as the after school program) for a minimum of 10 years.
- ☐ Licensed childcare providing 20 hours or more per week(Monday through Friday) to residents of the development.
- ☐ Contract for services, such as assistance with the daily living activities, or provision of senior counseling services.

ENVIRONMENT**Energy**

Does the facility exceed Title 24 Standards? ☒ Yes ☐ No ☐ N/A

If Yes, by what percent? **15%**

Does the facility have solar(PV) panels? ☐ Yes ☒ No ☐ N/A

If Yes, what is the size in kWh? _____

Does the facility purchase carbon credits? ☐ Yes ☒ No ☐ N/A

If Yes, what is the annual consumption? _____

Water

Does the facility provide any of the following:

Efficient Toilets? ☐ Yes ☒ No ☐ N/A

Water-saving showerheads? ☐ Yes ☒ No ☐ N/A

Drought tolerant landscaping? ☐ Yes ☒ No ☐ N/A

Other, specify: **Not sure**

Transportation

Does the entity provide carpooling or mass-transit subsidies? ☐ Yes ☒ No ☐ N/A

Does the entity maintain a fuel efficient fleet? ☐ Yes ☒ No ☐ N/A

Waste

Does the project provide recycling facilities? ☐ Yes ☒ No ☐ N/A

WORKFORCE**Employment Creation**

Job Type/Description	During Construction	Post Construction
<u>Construction</u>	<u>50</u>	<u>0</u>

GOVERNMENTAL INFORMATION

Congressional District #	State Senate District #	State Assembly District #
<u>21</u>	<u>16</u>	<u>31</u>

Application Number: **2012090 - Chestnut Apartments**

Name of Borrower: **APEC International, LLC**

FINANCING STRUCTURE

Type of Financing: ☐ Public Sale ☒ Private Placement ☐ Refunding

For Refundings only: Will you be applying for State Volume Cap? **No**

For Refundings only: Is this a transfer of property to a new owner? _____

Maturity: **35 Years**

Interest Rate Mode: ☒ Fixed ☐ Variable

CONSTRUCTION FINANCING:

Credit Enhancement: ☒ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): _____

Name of Credit Enhancement Provider or Private Placement Purchaser: **N/A**

PERMANENT FINANCING:

Credit Enhancement: ☒ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): _____

Name of Credit Enhancement Provider or Private Placement Purchaser: **N/A**

Expected Rating: ☒ Unrated ☐ S & P _____
☐ Moody's _____ ☐ Fitch _____

Projected State Allocation Pool: ☒ General ☐ Mixed Income ☐ Rural

Will the project use Tax-Credit as a source of funding?: **Yes**

SOURCES & USES

CONSTRUCTION SOURCES

Tax-Exempt Bond Proceeds:	\$8,700,000
Taxable Bond Proceeds:	
Tax Credits:	\$1,043,350
Developer Equity:	
Other Funds(Describe):	
Income From Project	\$355,000
Deferred Development Costs	\$2,200,221
_____	_____
_____	_____
_____	_____
TOTAL:	\$12,298,571

USES

Land Acquisition:	\$1,130,000
Building Acquisition:	\$4,320,000
Construction or Remodel:	\$3,017,025
Cost of Issuance:	\$275,000
Capitalized Interest:	\$342,000
Reserves:	\$186,057
Other Funds(Describe):	
Architecture/Engineering	\$110,000
Loan, Fees, Appraisal	\$405,890
Other	\$700,000
Processing/Permit fees ect.	\$517,450
Developer/Consulting Fees	\$1,295,149
TOTAL:	\$12,298,571

Application Number: **2012090 - Chestnut Apartments**

Name of Borrower: **APEC International, LLC**

PRINCIPAL FINANCE TEAM INFORMATION (continued)

FINANCIAL ADVISOR	REBATE ANALYST
Firm: N/A	Firm: TBD
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:

ADDITIONAL REQUIREMENT

Please provide the following as an additional attachment:

<u>Attachment</u>	<u>Description of Information</u>
-------------------	-----------------------------------

A	\$5,000 non-refundable* issuance fee deposit payable to "California Communities."
---	---

*Refundable only if financing not approved.

MAILING ADDRESS

California Communities®
2999 Oak Road, Suite 710
Walnut Creek, CA 94597



Yvonne Spence, CMC
City Clerk

CLERK'S CERTIFICATION

I, **YVONNE SPENCE**, City Clerk of the City of Fresno, California, hereby certify the foregoing to be a full, true and correct copy of Resolution No. 2013-14 adopted on February 7, 2013 by the City Council; on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City of Fresno, California, this 12th day of February, 2013.

YVONNE SPENCE,
City Clerk of the City of Fresno

By Cindy Bruer
Deputy

**A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA
APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING
REVENUE BONDS IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO
EXCEED \$12 MILLION FOR THE CHESTNUT APARTMENTS**

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Fresno (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily low income residential rental housing projects; and


WHEREAS, Swansea Park Senior Apartments-Phase 2, L.P., a limited partnership, or related entities formed under the laws of the State of California, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series issued from time to time, and at no time to exceed \$12 million in outstanding aggregate principal amount, for the purpose of, among other things: (a) to finance the acquisition and rehabilitation of a 90-unit multifamily low income residential rental housing project, commonly known as the Chestnut Apartments (the "Project"), located at 4825 East Fillmore Avenue, Fresno, California, and operated by Deep Green Property Management; and (b) fund a debt service reserve fund, if deemed necessary and advisable by the Authority, and (c) pay certain costs of issuing the Bonds; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of the Council of the City of Fresno (the "Council") is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 the Agreement, among certain local agencies, including the City; and

Date Adopted: 2/12/2013
Date Approved: 2/12/2013
Effective Date: 2/12/2013
City Attorney Approval: 

Certified Copy  Page 1 of 4
City Clerk's Office

Date 2/12/13

Resolution Approving the Issuance of
Multifamily Housing Revenue Bonds for
Chestnut Apartments
Resolution No. 2013-14

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on the date specified in such notice; and

WHEREAS, pursuant to Section 147(f) of the Code, the Council, following notice duly given, has held a public hearing regarding the issuance of the Bonds, in which interested persons were provided an opportunity to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, the Council now desires to approve the issuance of the Bonds by the Authority and the approval is intended to constitute the approval required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO AS FOLLOWS:

Section 1. The Council accepts the above recitals as true and correct.

Section 2. The Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the Council that this Resolution constitutes approval of the issuance of the Bonds by the Authority, for the purposes of: (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f), and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing approved hereby.

Section 4. Neither the City nor its staff have reviewed or considered the financial feasibility of the Project or the expected operation of the Project with regards to any State of California statutory requirements, and adoption of this Resolution shall not obligate, without further formal action on the part of the Council: (i) the City to provide financing to the Applicant for the acquisition, refurbishment and development of the Project or to issue the Obligations for purposes of financing; or (ii) the City, or any department of the City, to approve any application or request for, or take any other action in connection with, any environmental, General Plan, zoning or any other permit or other action necessary for the acquisition, construction, development or operation of the Project.

Section 5. The Bonds will not constitute indebtedness or obligation, or a pledge of the faith and credit of the City. The Bonds will be limited obligations of the Authority, payable solely from revenues of the Project.

Certified Copy cb
City Clerk's Office

Date 2/12/13

Date Adopted: 2/12/2013
Date Approved: 2/12/2013
Effective Date: 2/12/2013

Section 6. Notwithstanding any other provision of this Resolution, neither the Council, nor the City or any of its officials or employees, represents, warrants, or guarantees that the Bonds qualify as "private activity bonds" pursuant to Sections 141 or 147(f) of the Code.

Section 7. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 8. This Resolution shall take effect upon the date of its final passage.

Date Adopted: 2/12/2013
Date Approved: 2/12/2013
Effective Date: 2/12/2013

Certified Copy cb
City Clerk's Office
Date 2/12/13

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, YVONNE SPENCE, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno at a regular meeting held on the 7th day of February, 2013.

AYES: Brand, Brandau, CAprioglio, Olivier, Quintero, Xiong

NOES: Baines

ABSENT: None

ASBTAIN: None

Mayor Approval: 2/12/2013, 2013

Mayor Approval /No Return: 2/12/2013, 2013

Mayor Veto: N/A, 2013

Council Override Vote: N/A, 2013

YVONNE SPENCE
City Clerk

BY: _____
Deputy

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Raj Singh Badhesha, Deputy

Certified Copy _____ cb
City Clerk's Office

Date 2/12/13

Date Adopted: 2/12/2013
Date Approved: 2/12/2013
Effective Date: 2/12/2013

February 8, 2013

RECEIVED

Council Adoption: 2/7/2013

Mayor Approval:

Mayor Veto:

Override Request:

TO: MAYOR ASHLEY SWEARENGIN
FROM: YVONNE SPENCE, CMC
City Clerk

2013 FEB 12 PM 1:07

CITY CLERK, FRESNO CA

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 2/7/13, Council adopted the attached Resolution No. 2013- 14 entitled **Approving the issuance by the California Statewide Communities Development Authority of Multifamily Housing Revenue Bonds in the aggregate principal amount not to exceed \$12 million for the Chestnut Apartments, Item No. 10:00AM (a)**, by the following vote:

Ayes	:	Brand, Brandau, Caprioglio, Olivier, Quintero, Xiong
Noes	:	Baines
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before February 19, 2013. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

APPROVED/NO RETURN: _____

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)


Ashley Swearengin, Mayor

Date: 2/12/13

COUNCIL OVERRIDE ACTION:

Date: _____

Ayes	:
Noes	:
Absent	:
Abstain	:

Certified Copy cb
City Clerk's Office
Date 2/12/13

RESOLUTION NO. 13-14
(QUALIFIED RESIDENTIAL RENTAL PROJECT)
EXHIBIT A

1. Applicant: California Statewide Communities Development Authority
2. Application No.: 13-018
3. Project Sponsor: Chestnut Family Apartments L.P. (Deep Green Housing & Community Development and APEC Development, LLC)
4. Project Management Co.: Deep Green Property Management, LLC
5. Project Name: Chestnut Apartments
6. Type of Project: Acquisition and Rehabilitation/Family/Federally Assisted At-Risk
7. Location: Fresno, CA
8. Private Placement Purchaser: BBCN Bank
9. The Private Placement Purchaser at the time of issuance will be the same as represented in the application.
10. Total Number of Units: **89** plus 1 manager unit
11. Total Number of Restricted Rental Units: **89**
12. The term of the income and rental restrictions for the Project will be at least **55** years.
13. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
14. Income and Rental Restrictions:
For the entire term of the income and rental restrictions, the Project will have:

At least **44** Qualified Residential units rented or held vacant for rental for persons or families whose income is at 50% or below of the Area Median Income.

At least **45** Qualified Residential units rented or held vacant for rental for persons or families whose income is at 60% or below of the Area Median Income.
15. For acquisition and rehabilitation projects, a minimum of \$10,000 in hard construction costs will be expended for each Project unit.
Applicable
16. A minimum of \$0,000 of public funds will be expended for the Project.
Not Applicable

RESOLUTION NO. 13-14

Exhibit A

Page 2 of 4

17. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000. Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing.
Not Applicable
18. If the Project received points for having large family units, for the entire term of the income and rental restrictions, the Project will have at least three-bedroom or larger units.
Not Applicable
19. For a period of ten (10) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.
Applicable
20. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents an after school programs of an ongoing nature on-site or there must be an after school program available to Project residents within 1/4 mile of the Project. The programs shall include, but are not limited to: tutoring, mentoring, homework club, and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week.
Not Applicable
21. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/4 mile of the Project.
Not Applicable
22. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/4 mile of the Project.
Not Applicable
23. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/4 mile of the Project. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs, and senior companion programs. Services shall be provided for a minimum of 100 hours per year.
Not Applicable
24. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.)
Not Applicable
25. All projects that receive points for being a Federally Assisted At-Risk Project will renew all Section 8 HAP Contracts or equivalent Project-based subsidies for their full term, and will seek additional renewals, if available, throughout the Project's useful life.
Not Applicable
26. All projects that receive points for being a Federally Assisted At-Risk Project based on an expiring Low Income Housing Tax Credit Regulatory Agreement or Tax-Exempt Bond Regulatory Agreement shall have a plan in place to re-certify the incomes of the existing tenants and shall not cause involuntary displacement of any tenant whose income may exceed the Project's income limits.
Not Applicable

RESOLUTION NO. 13-14

Exhibit A

Page 3 of 4

27. Applicants shall meet the multiple sustainable building standards utilizing landscaping and construction materials which are compatible with the neighborhood in which the proposed project is to be located, and that the architectural design and construction materials will provide for low maintenance and durability, as well as be suited to the environmental conditions to which the project will be subjected:

Applicable

Section Waived:

<input type="checkbox"/>	Energy Efficiency
<input type="checkbox"/>	CALGreen Compliance
<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Roofs
<input type="checkbox"/>	Exterior Doors
<input type="checkbox"/>	Appliances
<input type="checkbox"/>	Window Coverings
<input type="checkbox"/>	Water Heater
<input type="checkbox"/>	Floor Coverings
<input type="checkbox"/>	Paint
<input type="checkbox"/>	Insulation

28. The project commits to becoming certified under any one of the following programs upon completion:

- | | |
|---|-----------------------|
| a. Leadership in Energy & Environmental Design (LEED) | Not Applicable |
| b. Green Communities | Not Applicable |
| c. GreenPoint Rated Multifamily Guidelines | Not Applicable |

29. The project is a Rehabilitation Project reducing energy use on a per square foot basis by 25% of the California Building Code by:

- | | |
|----------|-----------------------|
| a. 17.5% | Not Applicable |
| b. 20% | Not Applicable |
| c. 25% | Not Applicable |

30. The Project will exceed the minimum energy efficiency certification requirements for New Construction/ Adaptive Reuse:

- | | |
|----------------------------|-----------------------|
| a. LEED for Homes (Silver) | Not Applicable |
| b. LEED for Homes (Gold) | Not Applicable |
| c. Green Point Rated (100) | Not Applicable |
| d. Green Point Rated (125) | Not Applicable |

31. The project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the building(s) by:

- | | |
|--------|-----------------------|
| a. 15% | Not Applicable |
| b. 20% | Not Applicable |
| c. 25% | Not Applicable |
| d. 30% | Not Applicable |

32. The project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:

- | | |
|---|-----------------------|
| a. Photovoltaic generation that offsets tenants loads | Not Applicable |
| b. Photovoltaic generation that offsets 50% of common area load | Not Applicable |
| c. Solar hot water for all tenants who have individual water meters | Not Applicable |

33. The project will implement sustainable building management practices that include: 1) development of a percent-specific maintenance manual including replacement specifications and operating information on all energy and green building features; 2) Certification of building management staff in sustainable building operations per BPI Multifamily Building Operator or equivalent training program; and 3) Undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required:

Not Applicable

34. The project will sub-meter centralized hot water systems for all tenants:

Not Applicable

The following certification must be submitted by the Project Sponsor (on Project Sponsor letterhead) to the Applicant (Issuer) who will then forward it to the California Debt Limit Allocation Committee annually on March 1st (or at such other time as requested by the Committee).

CERTIFICATION OF COMPLIANCE

Project Name: Chestnut Apartments

(If project has changed name since the award of allocation please note the original project name as well as the new project name)

Name of Bond Issuer: California Statewide Communities Development Authority

CDLAC Application No.: 13-018

Pursuant to Section 13 of Resolution No. 13-14 (the "Resolution"), adopted by the California Debt Limit Allocation Committee (the "Committee") on March 13, 2013, I, _____, an Officer of the Project Sponsor, hereby certify under penalty of perjury that, as of the date of this Certification, the above-mentioned Project is in compliance with all of the terms and conditions set forth in the Resolution.

I further certify that I have read and understand the CDLAC Resolution, which specifies that once the Bonds are issued, the terms and conditions set forth in the Resolution Exhibit A, shall be enforceable by the Committee through an action for specific performance, negative points, withholding future allocation or any other available remedy.

Please check or write N/A to the items list below :

_____ The project is currently in the Construction or Rehabilitation phase.

_____ The project has incorporated the minimum specifications into the project design for all new construction and rehabilitation projects as evidenced by attached the applicable third party certification (HERS Rater, Green Point Rater or US Green Building Council). For projects under construction or rehabilitation, the information is due following receipt of the verification but in no event shall the documentation be submitted more than two years after the issuance of bonds.

_____ For projects that received point for exceeding the minimum requirements please attach the appropriate California Energy Commission compliance form for the project which shows the necessary percentage improvement better than the appropriate standards. The compliance form must be signed by a California Association of Building Consultants; Certified Energy Plans Examiner or HERS Rater as applicable.

Signature of Officer

Date

Printed Name of Officer

Title of Officer

Phone Number

STATE OF CALIFORNIA
CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE
ACCOUNTING SERVICES
915 Capitol Mall, Room 311
Sacramento, CA 95814
(916) 653-3255

FILING FEE INVOICE

PAYMENT IS DUE WITHIN 30 DAYS OF BOND CLOSING

Date: March 13, 2013

Invoice No.: FY 12-0209
Application No.: 13-018
Analyst Initials: RCF

To: Scott Carper
Program Manager
California Statewide Communities Development Authority
2999 Oak Road, Suite 710
Walnut Creek, CA 94597

2nd Installment of fee levied pursuant to Section 8869.90 of the California Government Code:

NAME OF ISSUER: California Statewide Communities Development Authority

NAME OF PROJECT: Chestnut Apartments

ALLOCATION AWARD DATE: March 13, 2013

ALLOCATION AWARD AMOUNT: \$8,700,000

<u>AMOUNT DUE:</u>	Allocation award x .00035	=	\$	3,045.00
	Less initial application fee	=	-\$	600.00
	Amount Due	=	\$	2,445.00

Issuer or bond trustee to complete the following (please use ink):

BOND ISSUANCE DATE:

PRINCIPAL AMOUNT OF BOND ISSUE: \$

AMOUNT OF BOND ALLOCATION USED: \$

The application fee is based on the amount of allocation used to issue bonds. Please complete the following *only if* the amount of allocation used is less than the amount of allocation awarded, and remit the *revised* amount due.

<u>REVISED AMOUNT DUE:</u>	Amount issued x .00035	=	\$	
	Less initial application fee	=	-\$	600.00
	Revised Amount Due	=	\$	

**PLEASE WRITE APPLICATION NUMBER ON YOUR CHECK, OR
RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT.**

RESOLUTION NO. 13H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,700,000 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING PROJECT GENERALLY KNOWN AS CHESTNUT APARTMENTS; DETERMINING AND PRESCRIBING CERTAIN MATTERS AND APPROVING AND AUTHORIZING THE EXECUTION OF AND DELIVERY OF VARIOUS DOCUMENTS RELATED THERETO; RATIFYING ANY ACTION HERETOFORE TAKEN AND APPROVING RELATED MATTERS IN CONNECTION WITH THE BONDS.

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized by the Joint Powers Act, commencing with Section 6500 of the California Government Code (the “JPA Law”), and its Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, as the same may be amended (the “Agreement”), to issue revenue bonds for the purpose of financing, among other things, the acquisition, construction, development and rehabilitation of multifamily rental housing projects in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the “Housing Law”);

WHEREAS, Chestnut Family Apartments, L.P., a California limited partnership, and entities related thereto (collectively, the “Borrower”), has requested that the Authority issue and sell revenue bonds to assist in the financing of the acquisition and rehabilitation of a 90-unit housing development located in Fresno, California, and generally known as Chestnut Apartments (the “Project”);

WHEREAS, on March 13, 2013 the Authority received an allocation in the amount of \$8,700,000 (the “Allocation Amount”) from the California Debt Limit Allocation Committee in connection with the Project;

WHEREAS, the City of Fresno is a Program Participant (as defined in the Agreement) of the Authority and has authorized the issuance of the Bonds;

WHEREAS, the Authority is willing to issue not to exceed \$8,700,000 aggregate principal amount of its Multifamily Housing Revenue Bonds (Chestnut Apartments Project), 2013 Series AA (the “Bonds”), provided that the portion of such Bonds issued as federally tax-exempt obligations shall not exceed the Allocation Amount, and loan the proceeds thereof to the Borrower to assist in providing financing for the Project, which will allow the Borrower to reduce the cost of the Project and to assist in providing housing for low income persons;

WHEREAS, the Bonds will be privately placed with BBCN Bank (the “Bank”), as the initial purchaser of the Bonds, in accordance with the Authority’s private placement policy;

WHEREAS, there have been prepared and made available to the members of the Commission of the Authority (the “Commission”) the following documents required for the issuance of the Bonds, and such documents are now in substantial form and appropriate instruments to be executed and delivered for the purposes intended:

(1) Master Agency Agreement (the “Agency Agreement”) to be entered into between the Authority and the Bank, as agent (the “Agent”);

(2) Master Pledge and Assignment (the “Pledge Agreement”) to be entered into among the Authority, the Agent and the Bank, as bondholder; and

(3) Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”) to be entered into between the Authority and the Borrower;

NOW, THEREFORE, BE IT RESOLVED by the members of the Commission, as follows:

Section 1. The recitals set forth above are true and correct, and the members of the Commission hereby find them to be so.

Section 2. Pursuant to the JPA Law and the Pledge Agreement, and in accordance with the Housing Law, the Authority is hereby authorized to issue one or more series of Bonds. The Bonds shall be designated as “California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Chestnut Apartments Project) 2013 Series AA,” with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$8,700,000; provided that the aggregate principal amount of any tax-exempt Bonds issued shall not exceed the Allocation Amount. The Bonds shall be issued in the form set forth in and otherwise in accordance with the Pledge Agreement, and shall be executed on behalf of the Authority by the facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and attested by the facsimile signature of the Secretary of the Authority or the Assistant to the Secretary of the Authority, or the manual signature of any Authorized Signatory. The Bonds shall be issued and secured in accordance with the terms of the Pledge Agreement presented to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and redemption premium, if any, and interest on, the Bonds shall be made solely from amounts pledged thereto under the Pledge Agreement, and the Bonds shall not be deemed to constitute a debt or liability of the Authority or any Program Participant or Member of the Commission of the Authority (each, a “Member”).

Section 3. The Pledge Agreement in the form presented at this meeting is hereby approved. Any Member, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (together with the Members, each such person is referred to herein individually as an “Authorized Signatory”), acting alone, is authorized to execute by manual

signature and deliver the Pledge Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof. The date, maturity date or dates (which shall not extend beyond November 1, 2058), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Pledge Agreement as finally executed.

Section 4. The Agency Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Agency Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 5. The Regulatory Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Regulatory Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 6. The Authority is hereby authorized to sell the Bonds to the Bank pursuant to the terms and conditions of the Pledge Agreement.

Section 7. The Bonds, when executed, shall be delivered to the Agent for registration. The Agent is hereby requested and directed to register the Bonds by executing the certificate of registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to or at the direction of the purchasers thereof in accordance with written instructions executed and delivered on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is hereby authorized and directed to execute and deliver such instructions to the Agent. Such instructions shall provide for the delivery of the Bonds to the purchasers thereof upon payment of the purchase price thereof.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the financing of the Project and the sale and issuance of the Bonds are hereby approved, ratified and confirmed, and any Authorized Signatory, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to a tax certificate, loan related documents, an assignment of deed of trust and such other documents as described in the Pledge Agreement and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the Authority and otherwise in order to carry out the financing of the Project.

Section 9. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or

Item V

Approve the financing; all necessary actions; the execution and deliveries of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- b. GVGCV Investors (Gold Country Village Apartments), City of Grass Valley, County of Nevada; up to \$9,500,000 of multi-family housing revenue bonds (Staff: Scott Carper)

SUMMARY AND APPROVALS

DATE:	NOVEMBER 7, 2013
APPLICANT:	GVGCV INVESTORS, A CALIFORNIA LIMITED PARTNERSHIP/IONIC ENTERPRISES, INC.
AMOUNT:	UP TO \$9,500,000 OF TAX-EXEMPT & TAXABLE MULTI-FAMILY HOUSING REVENUE BONDS
PURPOSE:	FINANCE THE NEW CONSTRUCTION OF GOLD COUNTRY VILLAGE LOCATED AT 465 BENNETT STREET IN GRASS VALLEY, CA
CSCDA PROGRAM:	HOUSING

Background:

The proposed project, Gold Country Village (the “Project”), is an 80-unit new construction project located in Grass Valley, California. The Project application was filed on July 18, 2012 and induced on July 23, 2012.

Summary:

GVGCV Investors, a California limited partnership (the “Borrower”) has requested CSCDA to issue and deliver multifamily housing revenue obligations in the anticipated principal amount not to exceed \$9,500,000 (the “Bonds”) for the purpose of financing the construction of the Project. The Project will provide 40 one-bedroom units, 39 two-bedroom units, and 1 two-bedroom manager unit to low-income seniors in Grass Valley.

The Project will be comprised of 2 two-story residential buildings and one-story community building of 2,300 square feet. All units will be carpeted with vinyl flooring in kitchens and bathrooms, individually controlled central heating and air, private patios with storage space and kitchens will be equipped with ranges, refrigerators, dishwashers, microwave ovens and garbage disposals. The community building will include a multipurpose room equipped with computers, a library, a kitchen facility and community laundry facility. Educational classes and counseling services will be offered in the community building free of charge to tenants. The grounds will have picnic areas available to the tenants.

The anticipated construction start date is January 2014 with a completion date of January 2015.

The Borrower has previously constructed or rehabilitated 2 multifamily housing properties throughout California. This is their first financing with CSCDA.

Public Benefit:

- Project Affordability
 - 100% of the Project’s units will be income restricted:
 - 8 units reserved for tenants whose income is at or below 50% AMI

- 71 units reserved for tenants whose income is at or below 60% AMI
 - 1 manager units
 - The term of the income and rental restrictions for the Project will be at least 55 years
- Site Amenities
 - The Project is located within a ¼ mile of a Public Transit Corridor
 - The Project is located within ½ mile of a park or recreational facility
- Economic Benefits
 - Based upon \$9,599,377 Project costs using a 1.8 multiplier the Project produces \$18,528,589 total economic activity, and at 2.1 jobs per unit produces approximately 168 jobs. (Multipliers based on June 2010 study by Blue Sky Consulting Group and Center for Housing Policy on impact of housing in California using IMPLAN system.)

Agency Approvals:

TEFRA Hearing: July 23, 2013, City of Grass Valley, unanimous approval
CDLAC Approval: September 26, 2012

Estimated Sources and Uses:

Sources:

Tax Exempt Bond Proceeds	\$7,915,352	82.46%
Low Income Housing Tax Credit Equity	\$692,867	7.22%
Deferred Reserves	\$159,515	1.66%
Deferred Developer Fee	\$831,643	8.66%
Total Sources	\$9,599,377	100.00%

Uses:

Acquisition Cost	\$350,000	3.65%
Hard Construction Costs	\$5,100,470	53.13%
Architect & Engineering Fees	\$300,000	3.13%
Contractor Overhead & Profit	\$379,281	3.95%
Developer Fee	\$1,155,559	12.04%
Cost of Issuance	\$312,500	3.26%
Capitalized Interest	\$250,000	2.60%
Deposits to Reserves	\$159,515	1.66%
Other Soft Costs (Marketing, Etc.)	<u>\$1,592,052</u>	<u>13.72%</u>
Total Uses	\$9,599,377	100.00%

Finance Team:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento

- Lender: American River Bank

Financing Structure:

The construction bonds will have a term of 30 months and will carry a variable interest rate of approximately 4.75%. The Bonds will then convert to the permanent phase for 16 years. The projected true interest cost of the fixed rate loan under current market conditions is estimated to be 5.6%. The bonds will be privately placed with American River Bank.

Policy Compliance:

The Project complies with the following policies:

- CSCDA General Policies
- CSCDA Issuance Policies
- CDLAC's Qualified Residential Rental Program Requirements

Financing Approval:

Based on the overall public benefits as outlined in the California Debt Limit Allocation Committee resolution, as described on the attached Exhibit A, approval of the issuance of Bonds by the City of Grass Valley, and conformance to the CSCDA Issuance Policies, the Commission shall approve the Resolution as submitted to the Commission, which:

1. Approves the issuance of the Bonds and the financing of the Project;
2. Approves all necessary actions and documents for the financing; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

Attachments:

1. Original application
2. City of Grass Valley TEFRA Resolution
3. CDLAC Approval



Building Communities, Investing in Local Government Since 1988

Housing Bond Application

APPLICANT INFORMATION

Application Number: **2012062**
Name of Developer: **Ionic Enterprises, Inc.**
Primary Contact: **Paul Stamas**
Title: **President**
Address: **3007 Douglas Blvd., Suite 170
Roseville, CA 95661**
Telephone Number: **(916) 783-0330**
Fax Number: **(916) 783-3739**
E-mail: **pat@sabelhauslaw.com**

BORROWER DESCRIPTION

Type of Entity: ☐ For-profit Corporation ☐ Non-profit Corporation
☐ Municipality ☒ Partnership
☐ Other (specify): _____

For Non-profits only: Will you be applying for State Volume Cap? **No**

Name of Borrowing Entity: **GVGCV Investors, a California limited partnership**

Date Established: **07/10/2008**

Number of Multi-Family Housing Projects Completed in the Last 10 Years: **0**

Number of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **0**

PRINCIPAL FINANCE TEAM INFORMATION

UNDERWRITER/PLACEMENT AGENT

Firm: **TBD**

Contact:

Address:

Telephone:

Fax:

E-mail:

BOND COUNSEL

Firm: **Orrick Herrington Sutcliffe, LLP**

Contact: **Justin Cooper**

Address: **405 Howard Street
San Francisco, CA 94105**

Telephone: **(415) 773-5908**

Fax: **(415) 773-5759**

E-mail: **jcooper@orrick.com**

Application Number: **2012062 - Gold Country Village**

Name of Borrower: **Ionic Enterprises, Inc.**

PROJECT DESCRIPTION

Current Project Name: **Gold Country Village**

New Project Name:

Project Street Address: **465 Bennett Street**

City: **Grass Valley** State: **CA** Zip Code: **95945**

County: **Nevada**

Is Project located in unincorporated part of the County? **No**

Total Number of Units: Market: **0** Restricted: **79** Total Units: **79**

Lot Size: **5.4**

Amenities: **Community room, fitness center, spa, laundry facilities, large community gardens/courtyards, picnic areas, on-site management, and computer room. Elevators are also provided for 2nd story residents.**

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings): **Three 2-story Wood Framed Buildings And One Community Room, Will Wood Siding Exteriors.**

Type of Housing: ☒ New Construction ☐ Family
☐ Acq/Rehab ☒ Senior Is this an Assisted Living Facility? **No**

City or county contact information:

Contact Name: **Tom Last**
Title: **Community Development Director**
Phone Number: **(530) 274-4711**
Fax Number: **(530) 274-4399**
E-mail: **toml@cityofgrassvalley.com**

PUBLIC BENEFIT

Percentage of Units in Low Income Housing: **100**

Percentage of Area Median Income(AMI) for Low Income Housing Units: **30%-60%**

Total Number of Management Units: **1**

Unit Size	% AMI	# of Restricted Units	Restricted Rent	Market Rent	Expected Savings
1 Bedroom	50	4	\$626	\$1,252	\$626
1 Bedroom	55	8	\$694	\$1,252	\$558
1 Bedroom	60	28	\$762	\$1,252	\$490
2 Bedrooms	50	4	\$750	\$1,500	\$750
2 Bedrooms	55	8	\$832	\$1,500	\$668
2 Bedrooms	60	27	\$874	\$1,500	\$626

Remarks:

OTHER PUBLIC BENEFIT**SERVICES PROVIDED**

- ☐ High-speed internet service in each affordable unit of an on-going nature for a minimum of 10 years.
- ☐ After school program of an on going nature for the minimum of 10 years.
- ☒ Educational classes (which are not the same as the after school program) for a minimum of 10 years.
- ☐ Licensed childcare providing 20 hours or more per week(Monday through Friday) to residents of the development.
- ☒ Contract for services, such as assistance with the daily living activities, or provision of senior counseling services.

ENVIRONMENT**Energy**

Does the facility exceed Title 24 Standards? ☒ Yes ☐ No ☐ N/A

If Yes, by what percent? **25%**

Does the facility have solar(PV) panels? ☐ Yes ☐ No ☒ N/A

If Yes, what is the size in kWh? _____

Does the facility purchase carbon credits? ☐ Yes ☐ No ☒ N/A

If Yes, what is the annual consumption? _____

Water

Does the facility provide any of the following:

Efficient Toilets? ☒ Yes ☐ No ☐ N/A

Water-saving showerheads? ☒ Yes ☐ No ☐ N/A

Drought tolerant landscaping? ☒ Yes ☐ No ☐ N/A

Other, specify: _____

Transportation

Does the entity provide carpooling or mass-transit subsidies? ☐ Yes ☐ No ☒ N/A

Does the entity maintain a fuel efficient fleet? ☐ Yes ☐ No ☒ N/A

Waste

Does the project provide recycling facilities? ☐ Yes ☐ No ☒ N/A

WORKFORCE**Employment Creation**

Job Type/Description	During Construction	Post Construction
<u>Construcion</u>	<u>150</u>	<u>0</u>
<u>Property Management/Maintenance</u>	<u>0</u>	<u>9</u>

GOVERNMENTAL INFORMATION

Congressional District #

4

State Senate District #

4

State Assembly District #

3

Application Number: **2012062 - Gold Country Village**

Name of Borrower: **Ionic Enterprises, Inc.**

FINANCING STRUCTURE

Type of Financing: ☐ Public Sale ☒ Private Placement ☐ Refunding

For Refundings only: Will you be applying for State Volume Cap? **No**

For Refundings only: Is this a transfer of property to a new owner? _____

Maturity: **30 Years**

Interest Rate Mode: ☒ Fixed ☐ Variable

CONSTRUCTION FINANCING:

Credit Enhancement: ☒ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): _____

Name of Credit Enhancement Provider or Private Placement Purchaser: **N/A**

PERMANENT FINANCING:

Credit Enhancement: ☒ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): _____

Name of Credit Enhancement Provider or Private Placement Purchaser: **N/A**

Expected Rating: ☒ Unrated ☐ S & P _____
☐ Moody's _____ ☐ Fitch _____

Projected State Allocation Pool: ☐ General ☐ Mixed Income ☒ Rural

Will the project use Tax-Credit as a source of funding?: **Yes**

SOURCES & USES

CONSTRUCTION SOURCES

Tax-Exempt Bond Proceeds:	\$7,915,352
Taxable Bond Proceeds:	
Tax Credits:	\$724,862
Developer Equity:	
Other Funds(Describe):	
Deferred Reserves	\$149,790
Deferred Developer Fee	\$1,208,920
_____	_____
_____	_____
_____	_____
TOTAL:	\$9,998,924

USES

Land Acquisition:	
Building Acquisition:	
Construction or Remodel:	\$5,455,800
Cost of Issuance:	\$312,500
Capitalized Interest:	\$250,000
Reserves:	\$199,790
Other Funds(Describe):	
Land Cost	\$350,000
Developer Fee	\$1,208,920
Soft Costs	\$2,221,914
_____	_____
_____	_____
TOTAL:	\$9,998,924

Application Number: **2012062 - Gold Country Village**

Name of Borrower: **Ionic Enterprises, Inc.**

PRINCIPAL FINANCE TEAM INFORMATION (continued)

FINANCIAL ADVISOR	REBATE ANALYST
Firm: Law Office of Patrick R. Sabelhaus	Firm: TBD
Contact: Patrick Sabelhaus	Contact:
Address: 1006 4th Street, Suite 6th Floor Sacramento, CA 95814	Address:
Telephone: (916) 444-0286 Ext. 267	Telephone:
Fax: (916) 444-3408	Fax:
E-mail: pat@sabelhauslaw.com	E-mail:

ADDITIONAL REQUIREMENT

Please provide the following as an additional attachment:

<u>Attachment</u>	<u>Description of Information</u>
-------------------	-----------------------------------

A	\$5,000 non-refundable* issuance fee deposit payable to "California Communities."
---	---

*Refundable only if financing not approved.

MAILING ADDRESS

California Communities®
2999 Oak Road, Suite 710
Walnut Creek, CA 94597

RESOLUTION NO. 2013-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRASS VALLEY APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE GOLD COUNTRY VILLAGE

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Grass Valley (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, GVGCV Investors, a California limited partnership or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$9,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 80-unit senior multifamily rental housing project located at 465 Bennett Street, Grass Valley, California, generally known as Gold Country Village (the "Project") and operated by Federal Projects, Inc.; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

R 13-46

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRASS VALLEY AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

ADOPTED as a resolution of the Council of the City of Grass Valley at a meeting thereof held on the 23rd day of July 2013, by the following vote:

AYES: *Council Members Arbuckle, Foyner, Levine, Swarthout + Mayor Miller*

NOES: *NONE*

ABSENT: *NONE*

ABSTAIN: *NONE*

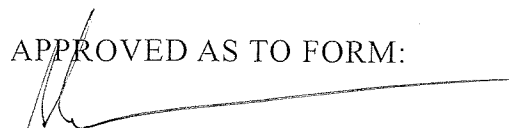

Dan Miller, MAYOR

R13-46

ATTEST:


Kristi K. Bashor, City Clerk

APPROVED AS TO FORM:


Michael G. Colantuono, City Attorney

R. Cobden[^]
Asst



CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

915 Capitol Mall, Room 311
Sacramento, CA 95814
p (916) 653-3255
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cdlac@treasurer.ca.gov
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MEMBERS

BILL LOCKYER, CHAIRMAN
State Treasurer

EDMUND G. BROWN JR.
Governor

JOHN CHIANG
State Controller

EXECUTIVE DIRECTOR
Sean L. Spear

May 17, 2013

Terry Schutten
Treasurer
California Statewide Communities Development Authority
1100 K Street, Suite 101
Sacramento, CA 95814

**RE: REVISED RESOLUTION ATTESTING TO THE
TRANSFER OF PRIVATE ACTIVITY BOND ALLOCATION
(Gold Country Village Apartments, Application # 12-111)**

Dear Mr. Schutten,

We received a letter dated May 15, 2013 from Scott Carper on behalf of California Statewide Communities Development Authority requesting a change to Resolution No. 12-97 for the Gold Country Village Apartments Project. The purpose of this letter is to approve the requested change and provide you with the Revised Resolution (see attached).

In the letter, it was requested that the private placement purchaser of record should be changed from Umpqua Bank to Prudential Huntoon Paige Associates, LLC. The Revised Resolution No. 12-97, Exhibit A, Item number 8 reflects this change.

The revised Resolution No. 12-97 establishes the terms and conditions under which the allocation has been granted. Please read it carefully and keep a copy in your permanent files. Please do not hesitate to call should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "S. L. Spear".

SEAN L. SPEAR
Executive Director

ENCLOSURE

c: Caitlin Lancot, California Statewide Communities Development Authority
Justin Cooper, Esq., Orrick, Herrington & Sutcliffe LLP
Paul Stamas, GVGCV Investors, a California Limited Partnership

RESOLUTION NO. 12-97
(QUALIFIED RESIDENTIAL RENTAL PROJECT)
REVISED EXHIBIT A

1. Applicant: California Statewide Communities Development Authority
2. Application No.: 12-111
3. Project Sponsor: GVGCV Investors, a California Limited Partnership (Ionic Enterprises, Inc. and Greek Orthodox Housing Corporation)
4. Project Management Co.: FPI Management, Inc.
5. Project Name: Gold Country Village Apartments
6. Type of Project: New Construction/Senior Citizens
7. Location: Grass Valley, CA
8. Private Placement Purchaser: Prudential Huntoon Paige Associates, LLC / FHA 221 (d)(4)
9. The Private Placement Purchaser at the time of issuance will be the same as represented in the application.
10. Total Number of Units: 79 plus 1 manager unit
11. Total Number of Restricted Rental Units: 79
12. The term of the income and rental restrictions for the Project will be at least 55 years.
13. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.
Applicable
14. Income and Rental Restrictions:
For the entire term of the income and rental restrictions, the Project will have:

At least 8 Qualified Residential units rented or held vacant for rental for persons or families whose income is at 50% or below of the Area Median Income.

At least 71 Qualified Residential units rented or held vacant for rental for persons or families whose income is at 60% or below of the Area Median Income.
15. For acquisition and rehabilitation projects, a minimum of \$10,000 in hard construction costs will be expended for each Project unit. **Not Applicable**
16. A minimum of \$0,000 of public funds will be expended for the Project. **Not Applicable**

RESOLUTION NO. 12-97

Exhibit A

Page 2 of 4

17. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000. Taxable debt may only be utilized for Project related expenses, not for the cost of issuance, for which the Project Sponsor could otherwise have used tax-exempt financing. **Not Applicable**
18. If the Project received points for having large family units, for the entire term of the income and rental restrictions, the Project will have at least three-bedroom or larger units. **Not Applicable**
19. For a period of ten (10) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit. **Not Applicable**
20. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents an after school programs of an ongoing nature on-site or there must be an after school program available to Project residents within 1/4 mile of the Project. The programs shall include, but are not limited to: tutoring, mentoring, homework club, and art and recreation activities to be provided weekdays throughout the school year for at least 10 hours per week. **Not Applicable**
21. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation and preparation and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/4 mile of the Project. **Not Applicable**
22. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/4 mile of the Project. **Not Applicable**
23. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/4 mile of the Project. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs, and senior companion programs. Services shall be provided for a minimum of 100 hours per year. **Applicable**
24. For a period of ten (10) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.) **Not Applicable**
25. All projects that receive points for being a Federally Assisted At-Risk Project will renew all Section 8 HAP Contracts or equivalent Project-based subsidies for their full term, and will seek additional renewals, if available, throughout the Project's useful life. **Not Applicable**
26. All projects that receive points for being a Federally Assisted At-Risk Project based on an expiring Low Income Housing Tax Credit Regulatory Agreement or Tax-Exempt Bond Regulatory Agreement shall have a plan in place to re-certify the incomes of the existing tenants and shall not cause involuntary displacement of any tenant whose income may exceed the Project's income limits. **Not Applicable**

RESOLUTION NO. 12-97

Exhibit A

Page 3 of 4

27. Applicants shall meet the multiple sustainable building standards utilizing landscaping and construction materials which are compatible with the neighborhood in which the proposed project is to be located, and that the architectural design and construction materials will provide for low maintenance and durability, as well as be suited to the environmental conditions to which the project will be subjected: **Applicable**

Section Waived:

<input type="checkbox"/>	Energy Efficiency
<input type="checkbox"/>	CALGreen Compliance
<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Roofs
<input type="checkbox"/>	Exterior Doors
<input type="checkbox"/>	Appliances
<input type="checkbox"/>	Window Coverings
<input type="checkbox"/>	Water Heater
<input type="checkbox"/>	Floor Coverings
<input type="checkbox"/>	Paint
<input type="checkbox"/>	Insulation

28. The project commits to becoming certified under any one of the following programs upon completion:

- | | |
|---|-----------------------|
| a. Leadership in Energy & Environmental Design (LEED) | Not Applicable |
| b. Green Communities | Not Applicable |
| c. GreenPoint Rated Multifamily Guidelines | Applicable |

29. The project is a New Construction or Adaptive Reuse Project exceeding the Standards of Title 24, Part 6, of the California Building Code by:

- | | |
|----------|-----------------------|
| a. 17.5% | Applicable |
| b. 20% | Not Applicable |
| c. 25% | Not Applicable |

30. The Project will exceed the minimum energy efficiency certification requirements for New Construction/ Adaptive Reuse:

- | | |
|----------------------------|-----------------------|
| a. LEED for Homes (Silver) | Not Applicable |
| b. LEED for Homes (Gold) | Not Applicable |
| c. Green Point Rated (100) | Applicable |
| d. Green Point Rated (125) | Not Applicable |

31. The project is a Home Energy Rating System (HERS II) Rehabilitation Project that commits to improve energy efficiency above the current modeled energy consumption of the building(s) by:

- | | |
|--------|-----------------------|
| a. 15% | Not Applicable |
| b. 20% | Not Applicable |
| c. 25% | Not Applicable |
| d. 30% | Not Applicable |

32. The project is a Rehabilitation Project that commits to developing, and/or managing the Project with the following Photovoltaic generation or solar energy:

- | | |
|---|-----------------------|
| a. Photovoltaic generation that offsets tenants loads | Not Applicable |
| b. Photovoltaic generation that offsets 50% of common area load | Not Applicable |
| c. Solar hot water for all tenants who have individual water meters | Not Applicable |

RESOLUTION NO. 12-97

Exhibit A

Page 3 of 4

33. The project will implement sustainable building management practices that include: 1) development of a percent-specific maintenance manual including replacement specifications and operating information on all energy and green building features; 2) Certification of building management staff in sustainable building operations per BPI Multifamily Building Operator or equivalent training program; and 3) Undertaking formal building systems commissioning, retro-commissioning or re-commissioning as appropriate (continuous commissioning is not required): **Not Applicable**
34. The project will sub-meter centralized hot water systems for all tenants: **Not Applicable**

The following certification must be submitted by the Project Sponsor (on Project Sponsor letterhead) to the Applicant (Issuer) who will then forward it to the California Debt Limit Allocation Committee annually on March 1st (or at such other time as requested by the Committee).

CERTIFICATION OF COMPLIANCE

Project Name: Gold Country Village Apartments

(If project has changed name since the award of allocation please note the original project name as well as the new project name)

Name of Bond Issuer: California Statewide Communities Development Authority

CDLAC Application No.: 12-111

Pursuant to Section 13 of Resolution No. 12-97 (the "Resolution"), adopted by the California Debt Limit Allocation Committee (the "Committee") on September 26, 2012, I, _____, an Officer of the Project Sponsor, hereby certify under penalty of perjury that, as of the date of this Certification, the above-mentioned Project is in compliance with all of the terms and conditions set forth in the Resolution.

I further certify that I have read and understand the CDLAC Resolution, which specifies that once the Bonds are issued, the terms and conditions set forth in the Resolution Exhibit A, shall be enforceable by the Committee through an action for specific performance, negative points, withholding future allocation or any other available remedy.

Please check or write N/A to the items list below :

_____ The project is currently in the Construction or Rehabilitation phase.

_____ The project has incorporated the minimum specifications into the project design for all new construction and rehabilitation projects as evidenced by attached the applicable thirty party certification (HERS Rater, Green Point Rater or US Green Building Council). For projects under construction or rehabilitation, the information is due following receipt of the verification but in no event shall the documentation be submitted more than two years after the issuance of bonds.

_____ For projects that received point for exceeding the minimum requirements please attach the appropriate California Energy Commission compliance form for the project which shows the necessary percentage improvement better than the appropriate standards. The compliance form must be signed by a California Association of Building Consultants, Certified Energy Plans Examiner or HERS Rater as applicable.

Signature of Officer

Date

Printed Name of Officer

Title of Officer

Phone Number

RESOLUTION NO. 13H-___

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,500,000 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING PROJECT GENERALLY KNOWN AS GOLD COUNTRY VILLAGE APARTMENTS; DETERMINING AND PRESCRIBING CERTAIN MATTERS AND APPROVING AND AUTHORIZING THE EXECUTION OF AND DELIVERY OF VARIOUS DOCUMENTS RELATED THERETO; RATIFYING ANY ACTION HERETOFORE TAKEN AND APPROVING RELATED MATTERS IN CONNECTION WITH THE BONDS.

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized by the Joint Powers Act, commencing with Section 6500 of the California Government Code (the “JPA Law”), and its Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, as the same may be amended (the “Agreement”), to issue revenue bonds for the purpose of financing, among other things, the acquisition, construction, development and rehabilitation of multifamily rental housing projects in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (the “Housing Law”);

WHEREAS, GVGCV Investors, a California limited partnership, and entities related thereto (collectively, the “Borrower”), has requested that the Authority issue, sell, and deliver (i) its California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Gold Country Village Apartments Project) 2013 Series Y (the “Series Y Bonds”) and (ii) its California Statewide Communities Development Authority Multifamily Housing Revenue Bonds (Gold Country Village Apartments Project) Taxable 2013 Series Y-T (the “Series Y-T Bonds” and, together with the Series Y Bonds, the “Bonds”) to assist in the financing of the construction and development of a 80-unit multifamily housing rental development located in the City of Grass Valley, California, and generally known as Gold Country Village Apartments (the “Project”);

WHEREAS, on September 26, 2012, the Authority received an allocation in the amount of \$7,915,352 (the “Allocation Amount”) from the California Debt Limit Allocation Committee in connection with the Project;

WHEREAS, the City of Grass Valley (the “City”) is a Program Participant (as defined in the Agreement) of the Authority and has authorized the issuance of the Bonds;

WHEREAS, the Authority is willing to issue not to exceed \$9,500,000 aggregate principal amount of Bonds, provided that the portion of such Bonds issued as federally tax-exempt obligations shall not exceed the Allocation Amount, and loan the proceeds thereof to the

shall not be deemed to constitute a debt or liability of the Authority or any Program Participant or Member of the Commission of the Authority (each, a “Member”).

Section 3. The Pledge and Assignment in the form presented at this meeting is hereby approved. Any Member, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (together with the Members, each such person is referred to herein individually as an “Authorized Signatory”), acting alone, is authorized to execute by manual signature and deliver the Pledge and Assignment, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof. The date, maturity date or dates (which shall not extend beyond November 1, 2058), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Pledge and Assignment as finally executed.

Section 4. The Agency Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Agency Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 5. The Regulatory Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Regulatory Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 6. The Authority is hereby authorized to sell the Bonds to the Bank pursuant to the terms and conditions of the Pledge and Assignment.

Section 7. The Bonds, when executed, shall be delivered to the Agent for registration. The Agent is hereby requested and directed to register the Bonds by executing the certificate of registration appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to or at the direction of the purchasers thereof in accordance with written instructions executed and delivered on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is hereby authorized and directed to execute and deliver such instructions to the Agent. Such instructions shall provide for the delivery of the Bonds to the purchasers thereof upon payment of the purchase price thereof.

Section 8. All actions heretofore taken by the officers and agents of the Authority with respect to the financing of the Project and the sale and issuance of the Bonds are hereby approved, ratified and confirmed, and any Authorized Signatory, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements

and other documents, including but not limited to a tax certificate, loan related documents, an assignment of deed of trust and such other documents as described in the Pledge and Assignment and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the Authority and otherwise in order to carry out the financing of the Project.

Section 9. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project, any addition or substitution of security for the Bonds or any redemption of the Bonds, may be given or taken by any Authorized Signatory, as appropriate, without further authorization by the Commission, and each such officer is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action that such officer may deem necessary or desirable to further the purposes of this Resolution and the financing of the Project; provided such action shall not create any obligation or liability of the Authority other than as provided in the Pledge and Assignment and other documents approved herein.

Section 10. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this November 7, 2013.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on November 7, 2013.

By _____
Authorized Signatory

Item V

Approve the financing; all necessary actions; the execution and deliveries of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- c. Vineyard Creek, LP (Vineyard Creek Apartments), City of Santa Rosa, County of Sonoma; up to \$9,000,000 of taxable variable rate demand multi-family housing revenue bonds (Staff: Caitlin Lanctot)

SUMMARY AND APPROVALS

DATE: NOVEMBER 7, 2013

APPLICANT: VINEYARD CREEK, L.P./OAKMONT SENIOR LIVING

AMOUNT: UP TO \$9,000,000 OF TAXABLE VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BONDS

PURPOSE: FINANCE ADDITIONAL PROJECT COSTS AND RELATED COSTS OF VINEYARD CREEK APARTMENTS LOCATED AT 830 AIRPORT BLVD IN SANTA ROSA, CA

CSCDA PROGRAM: HOUSING

Background:

Vineyard Creek Apartments (the “Project”), is a 232-unit property located in Santa Rosa, California that was developed by Oakmont Senior Living (the “Developer”).

Summary:

On October 25, 2003, CSCDA issued variable rate demand multifamily housing revenue bonds 2003 Series W in the amount of \$23,500,000 and on May 31, 2007 CSCDA subsequently issued variable rate demand multifamily housing revenue bonds 2007 Series O in the amount of \$12,452,000 to finance the acquisition and construction of the Project (2003 Series W and 2007 Series O comprise the “Existing Bonds”).

The Developer desires to replace the letter of credit currently securing the Existing Bonds by a direct-pay irrevocable letter of credit to be delivered by East West Bank, a California banking corporation (the “Credit Bank”), supported by a standby letter of credit from the Federal Home Loan Bank of San Francisco. The Existing Bonds will be redesignated as a single series entitled “California Statewide Communities Development Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Vineyard Creek Apartments) 2007 Series O”.

Additionally, the Developer has requested that in connection with the substitution of the credit enhancement, the Authority issue up to \$9,000,000 aggregate principal amount of taxable revenue bonds (the “Taxable Bonds” and, together with the Existing Bonds, the “Bonds”) for the Project to pay additional Project costs and related costs, which will allow the Developer to reduce the cost of financing the Project.

The Project will continue to provide 47 units of affordable housing to residents at or below 50% of the area median income level for 48 years.

Finance Team:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento

RESOLUTION NO. 013H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF TAXABLE VARIABLE RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000, AUTHORIZING AMENDED AND RESTATED DOCUMENTS WITH RESPECT TO ITS VARIABLE RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS (VINEYARD CREEK APARTMENTS) 2003 SERIES W AND ITS VARIABLE RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS (VINEYARD CREEK APARTMENTS) 2007 SERIES O, ISSUED TO FINANCE A MULTIFAMILY RENTAL HOUSING PROJECT LOCATED IN SANTA ROSA, CALIFORNIA AND GENERALLY KNOWN AS VINEYARD CREEK APARTMENTS; DETERMINING AND PRESCRIBING CERTAIN MATTERS AND APPROVING AND AUTHORIZING THE EXECUTION OF AND DELIVERY OF VARIOUS DOCUMENTS RELATED THERETO; RATIFYING ANY ACTION HERETOFORE TAKEN AND APPROVING RELATED MATTERS IN CONNECTION WITH THE BONDS

WHEREAS, the Authority previously issued its Variable Rate Demand Multifamily Housing Revenue Bonds (Vineyard Creek Apartments) 2003 Series W, in the aggregate principal amount of \$23,500,000 (the “Series W Bonds”), and its Variable Rate Demand Multifamily Housing Revenue Bonds (Vineyard Creek Apartments) 2007 Series O, in the aggregate principal amount of \$12,452,000 (the “Series O Bonds” and, together with the Series W Bonds, the “Existing Bonds”), pursuant to an Amended and Restated Indenture of Trust, dated as of May 1, 2007 (the “Original Indenture”), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the proceeds of the Existing Bonds were used to provide funds for a loan to Vineyard Creek, L.P., a California limited partnership (the “Developer”), under an Amended and Restated Loan Agreement, dated as of May 1, 2007, by and among the Authority, the Trustee and the Developer (the “Original Loan Agreement”) to finance the acquisition, construction and equipping of a 232-unit multifamily rental housing project located in Santa Rosa, California and generally known as Vineyard Creek Apartments (the “Project”);

WHEREAS, the Developer desires to replace the letter of credit currently securing the Existing Bonds by a direct-pay irrevocable letter of credit to be delivered by East West Bank, a California banking corporation (the “Credit Bank”), supported by a standby letter of credit from the Federal Home Loan Bank of San Francisco;

WHEREAS, the Developer has requested that in connection with the substitution of the credit enhancement therefor, the Authority issue and sell not to exceed \$9,000,000 aggregate principal amount of taxable revenue bonds (the “Taxable Bonds” and, together with

the Existing Bonds, the “Bonds”) for the Project to pay additional Project costs and related costs, which will allow the Developer to reduce the cost of financing the Project;

WHEREAS, there have been prepared and made available to the Members of the Commission of the Authority (the “Commissioners”) the following documents required for the issuance of the Taxable Bonds and for the credit substitution for the Existing Bonds, each of which is in substantially final form and an appropriate instrument to be executed and delivered for the purposes intended:

(1) Amended and Restated Indenture of Trust (the “Indenture”), to be entered into between the Authority and the Trustee;

(2) Amended and Restated Loan Agreement (the “Loan Agreement”), to be entered into among the Authority, the Trustee and the Developer with respect to the Bonds;

(3) Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), to be entered into among the Authority, the Trustee and the Developer;

(4) Composite Bond Purchase Agreement (the “Purchase Agreement”) with respect to the Taxable Bonds to be entered into among the Authority, the Developer, an affiliate of the Developer, Hutchinson, Shockey, Erley & Co. and Stern Brothers & Co. (together, the “Underwriter”); and

(5) Composite Remarketing Statement and Official Statement (the “Official Statement”).

NOW, THEREFORE, BE IT RESOLVED by the members of the Commission as follows:

Section 1. The recitals set forth above are true and correct, and the members of the Commission hereby find them to be so.

Section 2. Pursuant to the JPA Law and the Indenture, and in accordance with the Housing Law, the Authority is hereby authorized to issue one or more series of Bonds. The Bonds shall be designated as “California Statewide Communities Development Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Vineyard Creek Apartments), Taxable Series 2013 BB-T” with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$9,000,000. The Taxable Bonds shall be issued in the form set forth in and otherwise in accordance with the Indenture, and shall be executed on behalf of the Authority by the facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and attested by the facsimile signature of the Secretary of the Authority or the Assistant to the Secretary of the Authority, or the manual signature of any Authorized Signatory. The Taxable Bonds shall be issued and secured in accordance with the terms of the Indenture, presented to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and redemption premium, if any, and interest on, the Taxable Bonds shall be made solely from

amounts pledged thereto under the Indenture, and the Taxable Bonds shall not be deemed to constitute a debt or liability of the Authority or any Program Participant or any Member of the Commission of the Authority (each, a “Member”).

Section 3. The Indenture in the form presented at this meeting is hereby approved. Any Member, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (together with the Members, each such person is referred to herein individually as an “Authorized Signatory”), acting alone, is authorized to execute by manual signature and deliver the Indenture, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof. The date, maturity date or dates (which shall not extend beyond December 1, 2043), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Indenture as finally executed. The Indenture provides for the issuance of the Taxable Bonds and, among other things, for the re-designation of all of the Existing Bonds as a single series entitled “California Statewide Communities Development Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Vineyard Creek Apartments) 2007 Series O.”

Section 4. The Loan Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Loan Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 5. The Regulatory Agreement in the form presented at this meeting is hereby approved and any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Regulatory Agreement with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 6. The Authority is hereby authorized to sell the Taxable Bonds to the Underwriter pursuant to the terms and conditions of the Purchase Agreement. The form, terms and provisions of the Purchase Agreement in the form presented at this meeting are hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Purchase Agreement with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are hereby approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 7. The form, terms and provisions of the Official Statement in the form presented at this meeting are hereby approved and the Commission hereby approves the distribution of the Official Statement to prospective purchasers of the Bonds. Any Authorized Signatory, acting alone, is authorized to certify on behalf of the Authority that the Official Statement as to the sections therein related directly to the Authority is deemed final as of its date,

within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. Any Authorized Signatory, acting alone, is authorized to execute, at the time of the sale of the Bonds, said Official Statement in final form, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are hereby approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 8. The Bonds, when executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the Bonds by executing the certificate of authentication of the Trustee appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to or at the direction of the Underwriter, in accordance with written instructions executed and delivered on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is hereby authorized and directed to execute and deliver such instructions to the Trustee. Such instructions shall provide for the delivery of the Bonds to or at the direction of the Underwriter in accordance with the Purchase Agreement upon payment of the purchase price thereof.

Section 9. All actions heretofore taken by the officers and agents of the Authority with respect to the financing of the Project and the sale and issuance of the Bonds are hereby approved, ratified and confirmed, and any Authorized Signatory, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to a tax certificate, a subordination or intercreditor agreement, any endorsement and/or assignment of the deed of trust and such other documents as described in the Indenture, the Purchase Agreement, and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the Authority and otherwise in order to carry out the financing of the Project.

Section 10. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project, any addition or substitution of security for the Bonds or any redemption of the Bonds, may be given or taken by any Authorized Signatory, as appropriate, without further authorization by the Commission, and each such officer is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action that such officer may deem necessary or desirable to further the purposes of this Resolution and the financing of the Project; provided such action shall not create any obligation or liability of the Authority other than as provided in the Indenture, and other documents approved herein.

Section 11. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this November 7, 2013.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on November 7, 2013.

By _____
Authorized Signatory

Item V

Approve the financing; all necessary actions; the execution and deliveries of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- d. OakmontSL of Alameda, LP (Oakmont of Alameda Project), City of Alameda, County of Alameda; up to \$6,320,000 of taxable variable rate demand multi-family housing revenue bonds (Staff: Caitlin Lanctot)

SUMMARY AND APPROVALS

DATE: NOVEMBER 7, 2013

APPLICANT: OAKMONT SL OF ALAMEDA L.P./OAKMONT SENIOR LIVING

AMOUNT: UP TO \$6,320,000 OF TAXABLE VARIABLE RATE DEMAND MULTI-FAMILY HOUSING REVENUE BONDS

PURPOSE: FINANCE ADDITIONAL PROJECT COSTS AND RELATED COSTS OF OAKMONT OF ALAMEDA LOCATED AT 2415 MARINER SQUARE IN ALAMEDA, CA

CSCDA PROGRAM: HOUSING

Background:

Oakmont of Alameda (the “Project”), is a 98-unit senior and assisted living facility located in Alameda, California that was developed by Oakmont Senior Living (the “Developer”).

Summary:

On December 11, 2003, CSCDA issued variable rate demand multifamily housing revenue bonds 2003 Series WW in the amount of \$12,680,000 to finance the acquisition and construction of the Project (the “2003 Bonds”).

The Developer desires to replace the letter of credit currently securing the 2003 Bonds by a direct-pay irrevocable letter of credit to be delivered by East West Bank, a California banking corporation (the “Credit Bank”), supported by a standby letter of credit from the Federal Home Loan Bank of San Francisco. Additionally, the Developer has requested that in connection with the substitution of the credit enhancement, the Authority issue up to \$6,320,000 aggregate principal amount of taxable revenue bonds (the “Taxable Bonds” and, together with the 2003 Bonds, the “Bonds”) for the Project to pay additional Project costs and related costs, which will allow the Developer to reduce the cost of financing the Project.

The Project will continue to provide 20 units of affordable housing to seniors at or below 50% of the area median income level for 48 years.

Finance Team:

- Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco
- Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento
- Underwriter: Hutchinson, Shockey, Erley & Co. and Stern Brothers & Co. as the Remarketing Agent

Policy Compliance:

The Project complies with the following policies:

- CSCDA General Policies
- CSCDA Issuance Policies
- CDLAC's Qualified Residential Rental Program Requirements

Financing Approval:

Based on the overall public benefits as outlined in the California Debt Limit Allocation Committee resolution, as described on the attached Exhibit A, and conformance to the CSCDA Issuance Policies, the Commission shall approve the Resolution as submitted to the Commission, which:

1. Approves the issuance of the Bonds and the financing of the Project;
2. Approves all necessary actions and documents for the financing; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

RESOLUTION NO. 013H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF TAXABLE VARIABLE RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$6,320,000, AUTHORIZING AMENDED AND RESTATED DOCUMENTS WITH RESPECT TO ITS VARIABLE RATE DEMAND MULTIFAMILY HOUSING REVENUE BONDS (OAKMONT OF ALAMEDA PROJECT) SERIES 2003 WW, ISSUED TO FINANCE A MULTIFAMILY RENTAL HOUSING PROJECT LOCATED IN ALAMEDA, CALIFORNIA AND GENERALLY KNOWN AS OAKMONT OF ALAMEDA PROJECT; DETERMINING AND PRESCRIBING CERTAIN MATTERS AND APPROVING AND AUTHORIZING THE EXECUTION OF AND DELIVERY OF VARIOUS DOCUMENTS RELATED THERETO; RATIFYING ANY ACTION HERETOFORE TAKEN AND APPROVING RELATED MATTERS IN CONNECTION WITH THE BONDS

WHEREAS, the Authority previously issued its Variable Rate Demand Multifamily Housing Revenue Bonds (Oakmont of Alameda Project) Series 2003 WW, in the aggregate principal amount of \$12,680,000 (the “Existing Bonds”), pursuant to an Amended and Restated Trust Indenture, dated as of May 1, 2007 (the “Original Indenture”), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”);

WHEREAS, the proceeds of the Existing Bonds were used to provide funds for a loan to OakmontSL of Alameda L.P., a California limited partnership (the “Developer”), under an Amended and Restated Financing Agreement, dated as of May 1, 2007, by and among the Authority, the Trustee and the Developer (the “Original Financing Agreement”) to finance the acquisition, construction and equipping of a 98-unit multifamily rental housing project located in Alameda, California and generally known as Oakmont of Alameda Project (the “Project”);

WHEREAS, the Developer desires to replace the letter of credit currently securing the Existing Bonds by a direct-pay irrevocable letter of credit to be delivered by East West Bank, a California banking corporation (the “Credit Bank”), supported by a standby letter of credit from the Federal Home Loan Bank of San Francisco;

WHEREAS, the Developer has requested that in connection with the substitution of the credit enhancement therefor, the Authority issue and sell not to exceed \$6,320,000 aggregate principal amount of taxable revenue bonds (the “Taxable Bonds” and, together with the Existing Bonds, the “Bonds”) for the Project to pay additional Project costs and related costs, which will allow the Developer to reduce the cost of financing the Project;

WHEREAS, there have been prepared and made available to the Members of the Commission of the Authority (the “Commissioners”) the following documents required for the

issuance of the Taxable Bonds and for the credit substitution for the Existing Bonds, each of which is in substantially final form and an appropriate instrument to be executed and delivered for the purposes intended:

(1) Amended and Restated Indenture of Trust (the “Indenture”), to be entered into between the Authority and the Trustee;

(2) Amended and Restated Loan Agreement (the “Loan Agreement”), to be entered into among the Authority, the Trustee and the Developer with respect to the Bonds;

(3) Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), to be entered into among the Authority, the Trustee and the Developer;

(4) Composite Bond Purchase Agreement (the “Purchase Agreement”) with respect to the Taxable Bonds to be entered into among the Authority, the Developer, an affiliate of the Developer, Hutchinson, Shockey, Erley & Co. and Stern Brothers & Co. (together, the “Underwriter”); and

(5) Composite Remarketing Statement and Official Statement (the “Official Statement”).

NOW, THEREFORE, BE IT RESOLVED by the members of the Commission as follows:

Section 1. The recitals set forth above are true and correct, and the members of the Commission hereby find them to be so.

Section 2. Pursuant to the JPA Law and the Indenture, and in accordance with the Housing Law, the Authority is hereby authorized to issue one or more series of Bonds. The Bonds shall be designated as “California Statewide Communities Development Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Oakmont of Alameda Project), Taxable Series 2013 CC-T” with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$6,320,000. The Taxable Bonds shall be issued in the form set forth in and otherwise in accordance with the Indenture, and shall be executed on behalf of the Authority by the facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and attested by the facsimile signature of the Secretary of the Authority or the Assistant to the Secretary of the Authority, or the manual signature of any Authorized Signatory. The Taxable Bonds shall be issued and secured in accordance with the terms of the Indenture, presented to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and redemption premium, if any, and interest on, the Taxable Bonds shall be made solely from amounts pledged thereto under the Indenture, and the Taxable Bonds shall not be deemed to constitute a debt or liability of the Authority or any Program Participant or any Member of the Commission of the Authority (each, a “Member”).

Section 3. The Indenture in the form presented at this meeting is hereby approved. Any Member, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (together with the Members, each such person is referred to herein individually as an “Authorized Signatory”), acting alone, is authorized to execute by manual signature and deliver the Indenture, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof. The date, maturity date or dates (which shall not extend beyond December 1, 2043), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Bonds shall be as provided in the Indenture as finally executed. The Indenture provides for, among other things, the issuance of the Taxable Bonds.

Section 4. The Loan Agreement in the form presented at this meeting is hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Loan Agreement, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 5. The Regulatory Agreement in the form presented at this meeting is hereby approved and any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Regulatory Agreement with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 6. The Authority is hereby authorized to sell the Taxable Bonds to the Underwriter pursuant to the terms and conditions of the Purchase Agreement. The form, terms and provisions of the Purchase Agreement in the form presented at this meeting are hereby approved. Any Authorized Signatory, acting alone, is authorized to execute by manual signature and deliver the Purchase Agreement with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are hereby approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 7. The form, terms and provisions of the Official Statement in the form presented at this meeting are hereby approved and the Commission hereby approves the distribution of the Official Statement to prospective purchasers of the Bonds. Any Authorized Signatory, acting alone, is authorized to certify on behalf of the Authority that the Official Statement as to the sections therein related directly to the Authority is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. Any Authorized Signatory, acting alone, is authorized to execute, at the time of the sale of the Bonds, said Official Statement in final form, with such changes and insertions therein as may be necessary to cause the same to carry out the intent of this Resolution and as are hereby approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 8. The Bonds, when executed, shall be delivered to the Trustee for authentication. The Trustee is hereby requested and directed to authenticate the Bonds by executing the certificate of authentication of the Trustee appearing thereon, and to deliver the Bonds, when duly executed and authenticated, to or at the direction of the Underwriter, in accordance with written instructions executed and delivered on behalf of the Authority by an Authorized Signatory, which any Authorized Signatory, acting alone, is hereby authorized and directed to execute and deliver such instructions to the Trustee. Such instructions shall provide for the delivery of the Bonds to or at the direction of the Underwriter in accordance with the Purchase Agreement upon payment of the purchase price thereof.

Section 9. All actions heretofore taken by the officers and agents of the Authority with respect to the financing of the Project and the sale and issuance of the Bonds are hereby approved, ratified and confirmed, and any Authorized Signatory, acting alone, is hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions and execute and deliver any and all certificates, agreements and other documents, including but not limited to a tax certificate, a subordination or intercreditor agreement, any endorsement and/or assignment of the deed of trust and such other documents as described in the Indenture, the Purchase Agreement, and the other documents herein approved, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds and to effectuate the purposes thereof and of the documents herein approved in accordance with this resolution and resolutions heretofore adopted by the Authority and otherwise in order to carry out the financing of the Project.

Section 10. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, any transfer or other disposition of the Project, any addition or substitution of security for the Bonds or any redemption of the Bonds, may be given or taken by any Authorized Signatory, as appropriate, without further authorization by the Commission, and each such officer is hereby authorized and directed to give any such consent, approval, notice, order or request and to take any such action that such officer may deem necessary or desirable to further the purposes of this Resolution and the financing of the Project; provided such action shall not create any obligation or liability of the Authority other than as provided in the Indenture, and other documents approved herein.

Section 11. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this November 7, 2013.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on November 7, 2013.

By _____
Authorized Signatory

Item VI

Presentation and request to pursue establishment of a CSCDA market rate single-family housing program and request for 2013 single family housing carry forward volume cap allocation. (Staff: Mike LaPierre)



CSCDA

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



California State Association of Counties



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Proposal: CSCDA Single Family Housing Program

- CSCDA staff has been reviewing a possible FHA / GNMA Insured Market Rate Down Payment / Closing Cost Assistance Program for first time and non first time homebuyers in California.

Benefits of a CSCDA Single Family Housing Program

- Furthers CSCDA mission in creating economic development and expands on its ability to provide affordable housing throughout California
- Creates a home ownership tool for California public agencies to meet their obligations under the Regional Housing Needs Assessments (RHNA) in light of the recent redevelopment agency shutdown
- Generates another vehicle to service the more than \$20 billion FHA / GNMA market in California not being met today
- Offers a unique tax-exempt mortgage product that provides even lower mortgage rates for first time, low-income homebuyers
- Utilizes state volume cap for tax-exempt mortgage product at a time when excess California volume cap exceeds \$2.6 billion on average over last 3 years (2013: \$3.6 billion available - \$155MM used so far)
- Provides down payment assistance (DPA) and closing cost assistance for homebuyers in need

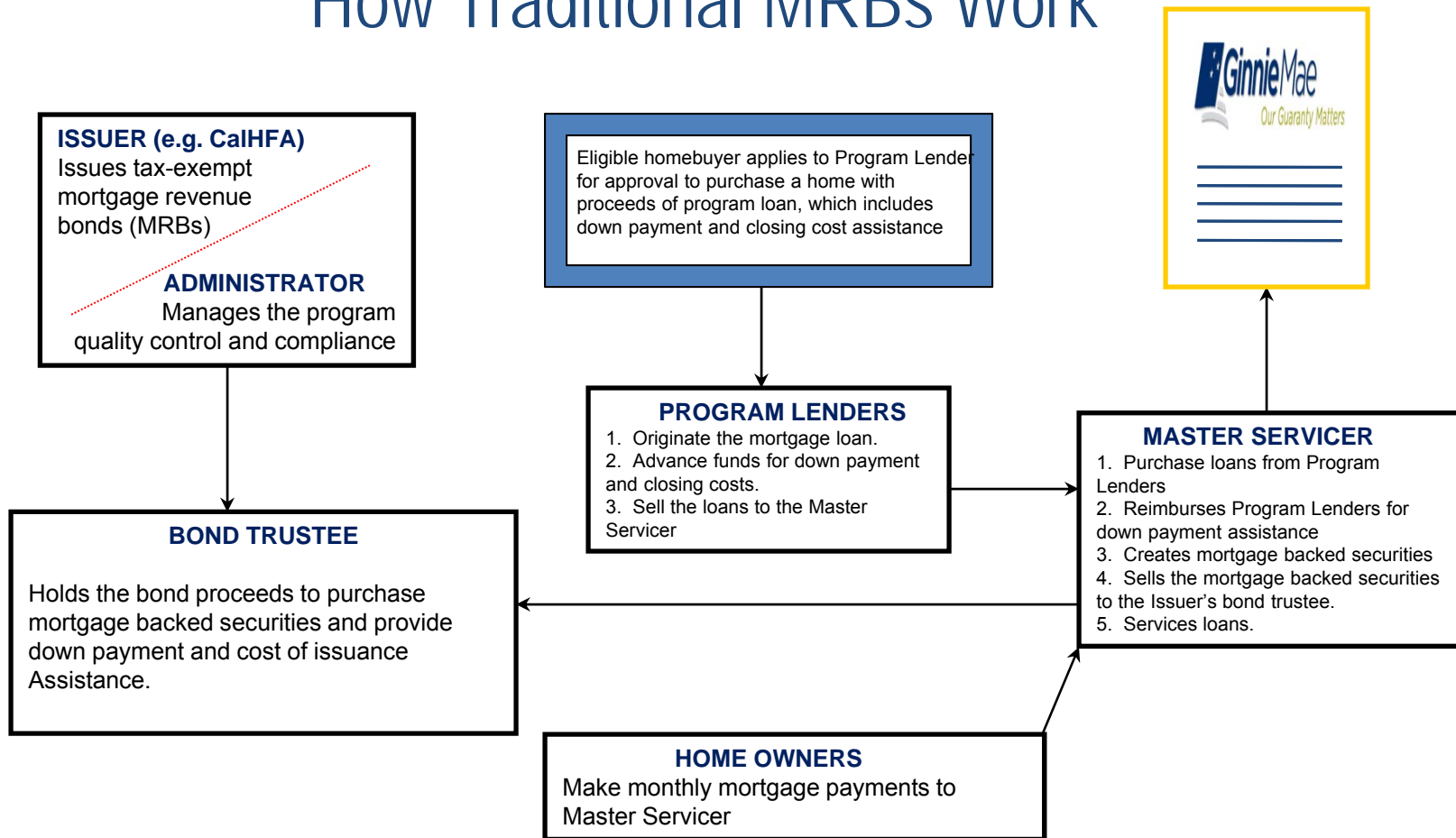
Role of CSCDA in Sponsorship Model

- Ultimately CSCDA's role would be that of a mortgage lender specializing in the origination of mortgage loans.
- To mitigate economic risk and provide for a more seamless launch of a program, CSCDA would partner with several firms including, a rate lock / hedge firm and master loan servicer.
- CSCDA would participate in certain administrative / marketing tasks including, lender / realtor recruitment and training, creation of online registration forms, and compliance.
- CSCDA would be responsible for securing the necessary single family housing volume cap allocation each year to originate tax-exempt mortgages as part of its program.
- For its participation CSCDA would receive a program fee for loan originations.

Why now? Challenges of the Mortgage Revenue Bond Program

- Mortgage revenue bonds (MRBs) were issued by housing finance authorities (HFAs) in hopes that lenders and homebuyers apply for loans.
- HFA MRBs were warehoused with a bond trustee for future purchase of mortgage loans with an interest rate set at time of MRB sale.
- A master servicer purchased loans from participating lenders, created mortgaged backed securities, and sold to the HFAs bond trustee for purchase.
- When the HFAs MRBs were undersubscribed, the HFA called bonds.
- The MRB process was challenged by high costs passed on to homebuyers within the interest rate to cover HFAs investment banker, bond counsel, financial advisor, rating agent, and trustee fees.
- Moreover, the MRB process did not allow for HFAs to keep rates current – fixed at bond issuance.
- Over time the MRB model was improved by issuing smaller bond amounts but today HFAs have moved to market rate (TBA) programs.

How Traditional MRBs Work



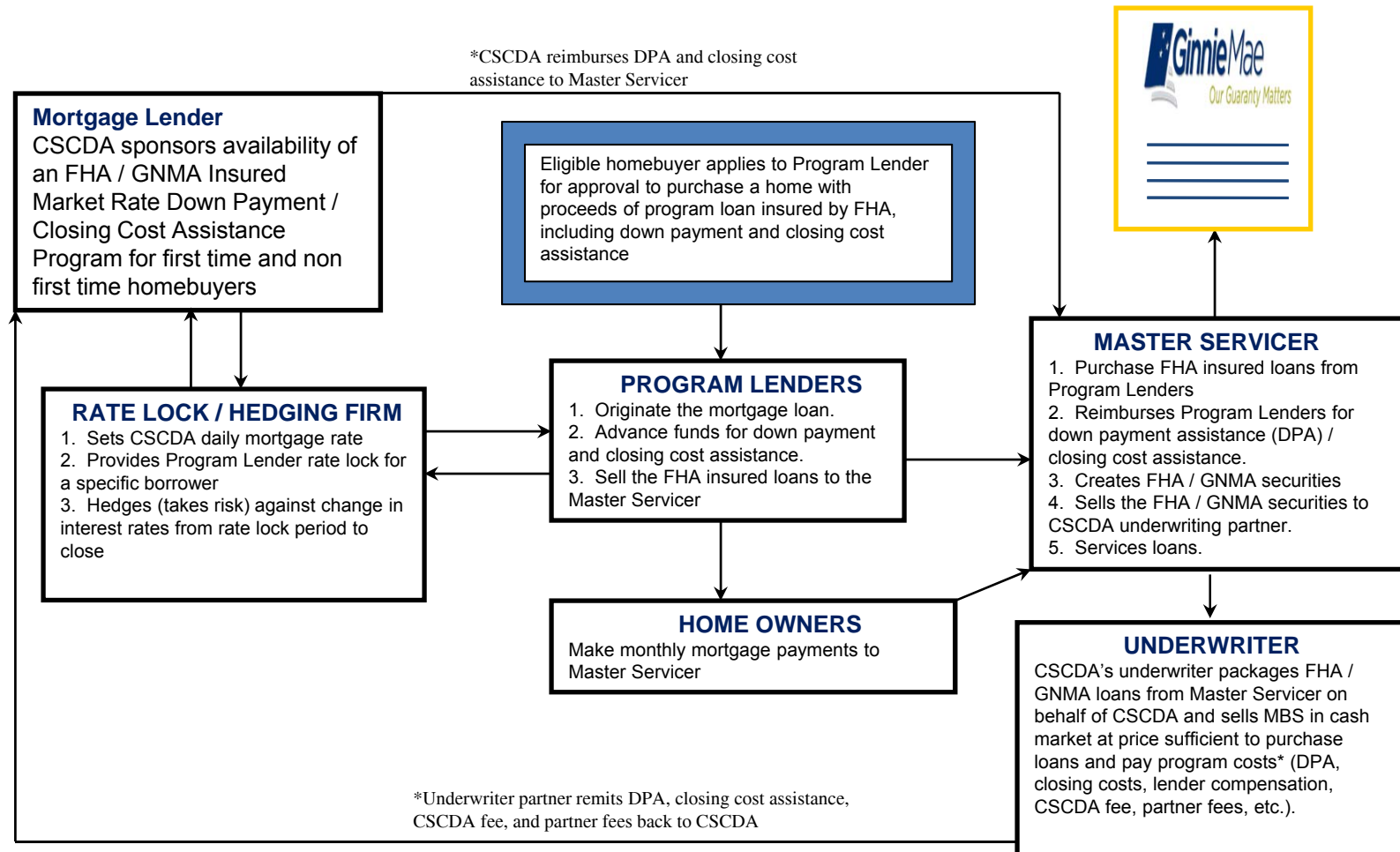
Today's Model: Market Rate (TBA) Program

- HFAs have begun using Market Rate or TBA (to-be-announced) Programs to operate more like a traditional mortgage lender.
- The HFA (or its partner) publishes mortgage rates daily and participating lenders take reservations for prospective homebuyers.
- A Master Servicer purchases loans from participating lenders, creates FHA / GNMA securities, and sells FHA / GNMA securities to HFA or its underwriter partner.
- The HFA or its underwriter sells MBS into the cash market at a price sufficient to purchase loans and pay program costs (down payment / closing cost assistance, HFA fee, partner fees, etc.).
- A TBA Program is more cost efficient since MBS are sold based on exact demand (no bonds are issued up front) and many finance partners are eliminated translating to a lower mortgage to homebuyers rate than MRBs.

Proposed CSCDA TBA Program Features

- Under the proposed market rate (TBA) program sponsorship model, CSCDA would engage several strategic partners (rate set / hedge firm, loan servicer, etc.) to take on the economic risk and simply collect a program fee.
- The CSCDA TBA Program would provide a mortgage funding source for FHA, VA (veterans), or RHS (rural) Insured 30-year fixed mortgages. Each borrower would be subject to loan criteria as defined by each mortgage insurer, including:
 - Primary residence, owner occupied.
 - Qualifying income up to a certain percentage of AMI.
 - Minimum credit score as determined by HUD
 - Maximum Debt to Income (DTI) ratio of 45%.
 - Homebuyer education requirements for first time homebuyers.
- Lenders would access daily mortgage rates on the CSCDA website with an ability to lock homebuyers rates for up to 45 days.
- The CSCDA TBA Program would only facilitate prime mortgages and not sub-prime mortgages that fueled the recent mortgage crisis.

How A CSCDA Market Rate (TBA) Program Would Work



Staff Request

- Staff is requesting direction from the CSCDA Commission to continue its due diligence in pursuit of creating a single family housing market rate mortgage loan program. All loan program parameters, public benefit requirements, partners, etc. would be subject to future CSCDA Commission review and approval.
- Staff further requests direction from the CSCDA Commission to pursue single family housing 2013 carry forward allocation from the California Debt Limit Allocation Committee in an amount up to \$700 million.

Item VIII

Discussion and approval of CaliforniaFirst County Participants CEQA Approvals (Staff: Caitlin Lanctot)

SUMMARY AND APPROVALS

PROGRAM: CALIFORNIAFIRST

PURPOSE: RESOLUTIONS RENDERING APPROVAL, AND EXPLAINING REVIEW PROCESS,
UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR MARIN, NAPA, AND
TULARE COUNTIES

DATE: NOVEMBER 7, 2013

Background:

At the September 26, 2013 meeting, the Commission approved Resolutions of Intention (“ROIs”) to establish the CaliforniaFIRST Program (the “Program”) for Marin, Napa and Tulare counties (the “Counties”). At the October 24, 2013 meeting, Public hearings were held regarding establishment of the Program in all three Counties.

The California Environmental Quality Act (“CEQA”) requires that a public agency consider the environmental impacts of a “project” for which it issues a discretionary approval, and the approval may consist of (i) a determination that the project is exempt or otherwise not subject to CEQA, (ii) a determination of no significant impact (a negative declaration), (iii) a determination of no significant impact based upon mitigation measures (a mitigated negative declaration), or (iv) the review and approval of the findings of an environmental impact report that assesses and approves environmental impacts, but may include limitations and requirements applicable to the project. CSCDA will comply with CEQA in its implementation of the CaliforniaFIRST program by adhering to the procedures approved at the May 16, 2013 CSCDA meeting by approving the attached resolutions for Marin, Napa and Tulare Counties.

RESOLUTION NO. _____

**RESOLUTION RENDERING APPROVAL, AND EXPLAINING REVIEW PROCESS,
UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT
FOR THE CALIFORNIAFIRST PROGRAM**

COUNTY OF MARIN

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) ("Chapter 29") to levy contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, Chapter 29 authorizes California Communities to enter into contractual assessments to finance the installation of Authorized Improvements in the County of Marin (the "County"); and

WHEREAS, on September 26, 2013, pursuant to Resolution No. 13R-21 (the "Resolution of Intention"), California Communities declared its intention to establish a CaliforniaFIRST program in the County, pursuant to which California Communities would enter into contractual assessments to finance the installation of Authorized Improvements in the County; and

WHEREAS, the Resolution of Intention ordered the Program Manager for the CaliforniaFIRST program to prepare and file with this Commission a report (the "Report") addressing all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of agreement (the "Agreement") to be entered into between the Authority and any property owner participating in the CaliforniaFIRST program and that provides for payment of contractual assessments; and

WHEREAS, the Report includes as Exhibit C thereto an initial list of Authorized Improvements (which is subject to revision by publication of an updated list in the Program Handbook); and

WHEREAS, on October 24, 2013, after holding the duly noticed public hearing, this Commission adopted a resolution entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources and Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters" (the "Resolution Confirming Report"), pursuant to which this Commission confirmed the Report for the County and established a CaliforniaFIRST program within the boundaries of the County, among other actions; and

WHEREAS, the California Environmental Quality Act ("CEQA") requires that a public agency consider the environmental impacts of a "project" (for purposes of CEQA) for which it issues a discretionary approval, and the approval ("CEQA Approval") may consist of (i) a

determination that the project is exempt or otherwise not subject to CEQA, (ii) a determination of no significant impact (a negative declaration), (iii) a determination of no significant impact based upon mitigation measures (a mitigated negative declaration), or (iv) the review and approval of the findings of an environmental impact report that assesses and approves environmental impacts, but may include limitations and requirements applicable to the project; and

WHEREAS, California Communities has been advised by its counsel that the CaliforniaFIRST program, or the financing of any individual project through the CaliforniaFIRST program (each, a “Program Project”), may constitute a “project” under CEQA; and

WHEREAS, California Communities has considered the environmental impacts of the the CaliforniaFIRST program and wishes to render its CEQA Approval based on its findings; and

WHEREAS, California Communities also wishes to articulate its procedures for CEQA compliance in connection with the financing of each Program Project;

NOW THEREFORE, BE IT RESOLVED that the Commission of California Communities hereby finds, determines and resolves as follows:

1. Under CEQA Guideline Section 15378(b)(4), the CaliforniaFIRST program is not a project for purposes of CEQA because it is a government funding mechanism or other government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Any project or activity approved or funded under the CaliforniaFIRST program may be modified or not implemented at all depending upon a number of factors, including CEQA environmental review.

2. California Communities will comply with CEQA in its implementation of the CaliforniaFIRST program (including the approval of financing for each Program Project) by adhering to the following procedures:

Step 1. During the application review process for each Program Project, the staff of California Communities, or the staff’s designees, will evaluate the facts submitted by the property owner applicants in the application materials and will complete the CEQA Approval Class Checklist (“Checklist”) (attached to this Resolution as Exhibit A) in order to designate the proper CEQA classification for each Program Project. Each Program Project will be classified as a “Class A Project,” “Class B Project” or “Class C Project.”

A “Class A Project” is a project that will not result in a direct or reasonably foreseeable indirect physical change in the environment and are, therefore, not a “project” for purposes of CEQA. 14 Cal. Code Regs. § 15060(c)(2).

A “Class B Project” is a project that meets any one of the criteria listed at Step 2 of the Checklist, which shows that it is exempt from CEQA or it has been determined by California Communities to have no potential significant environmental impacts.

A “Class C Project” is a project that qualifies neither as a Class A Project or Class B Project.

Attached to this Resolution as Exhibit B is a chart showing the (i) Authorized Improvements that California Communities has concluded are Class A Projects and (ii) Authorized Improvements that California Communities has concluded should be reviewed pursuant to the Checklist to determine if they constitute Class B Projects or Class C Projects.

Step 2. For each Program Project, California Communities will take one of the following actions based on the Program Project's classification:

a. Class A Projects. California Communities will complete the Checklist for any Program Project that is classified as a Class A Project, and California Communities will undertake no environmental review.

b. Class B Projects. A Program Project that is classified as a Class B Project will proceed through the application process with no additional CEQA or environmental review on the basis that the evidence on the record supports a determination that either (i) there is no possibility that the Program Project may have a significant effect on the environment and, therefore, the Program Project meets the common sense exemption (14 Cal. Code Regs. § 15061(b)(3)) or (ii) the Program Project is exempt from CEQA pursuant to the existing facilities categorical exemption (14 Cal. Code Reg. § 15301).

c. Class C Projects. California Communities will undertake an individual review and evaluation of each Program Project that it classifies as a Class C Project. If California Communities thereafter determines that it is required to comply with CEQA with respect to a Program Project, California Communities will comply with CEQA at that time, but only if the property owner applicant agrees to pay the costs incurred by California Communities or if another source of funds is available to California Communities for that purpose.

Step 3. California Communities will file a Notice of Exemption for each Program Project that California Communities determines is exempt from CEQA if the Program Manager determines it is prudent to do so.

3. The Program Manager is hereby directed to file a Notice of Exemption for the CaliforniaFIRST program in the County in substantially the form of Exhibit C.

4. All actions heretofore taken by the officers and agents of California Communities with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the officers of California Communities are hereby authorized and directed, for and in the name and on behalf of California Communities, to do any and all things and take any and all actions consistent with the purposes of this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 7th day of November 2013.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on November 7, 2013.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

EXHIBIT A

[CEQA Approval Class Checklist]

EXHIBIT B

[Classification of Authorized Improvements]

EXHIBIT C

[Form of Notice of Exemption]

RESOLUTION NO. _____

**RESOLUTION RENDERING APPROVAL, AND EXPLAINING REVIEW PROCESS,
UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT
FOR THE CALIFORNIAFIRST PROGRAM**

COUNTY OF NAPA

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) ("Chapter 29") to levy contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, Chapter 29 authorizes California Communities to enter into contractual assessments to finance the installation of Authorized Improvements in the County of Napa (the "County"); and

WHEREAS, on September 26, 2013, pursuant to Resolution No. 13R-22 (the "Resolution of Intention"), California Communities declared its intention to establish a CaliforniaFIRST program in the County, pursuant to which California Communities would enter into contractual assessments to finance the installation of Authorized Improvements in the County; and

WHEREAS, the Resolution of Intention ordered the Program Manager for the CaliforniaFIRST program to prepare and file with this Commission a report (the "Report") addressing all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of agreement (the "Agreement") to be entered into between the Authority and any property owner participating in the CaliforniaFIRST program and that provides for payment of contractual assessments; and

WHEREAS, the Report includes as Exhibit C thereto an initial list of Authorized Improvements (which is subject to revision by publication of an updated list in the Program Handbook); and

WHEREAS, on October 24, 2013, after holding the duly noticed public hearing, this Commission adopted a resolution entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources and Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters" (the "Resolution Confirming Report"), pursuant to which this Commission confirmed the Report for the County and established a CaliforniaFIRST program within the boundaries of the County, among other actions; and

WHEREAS, the California Environmental Quality Act ("CEQA") requires that a public agency consider the environmental impacts of a "project" (for purposes of CEQA) for which it issues a discretionary approval, and the approval ("CEQA Approval") may consist of (i) a

determination that the project is exempt or otherwise not subject to CEQA, (ii) a determination of no significant impact (a negative declaration), (iii) a determination of no significant impact based upon mitigation measures (a mitigated negative declaration), or (iv) the review and approval of the findings of an environmental impact report that assesses and approves environmental impacts, but may include limitations and requirements applicable to the project; and

WHEREAS, California Communities has been advised by its counsel that the CaliforniaFIRST program, or the financing of any individual project through the CaliforniaFIRST program (each, a “Program Project”), may constitute a “project” under CEQA; and

WHEREAS, California Communities has considered the environmental impacts of the the CaliforniaFIRST program and wishes to render its CEQA Approval based on its findings; and

WHEREAS, California Communities also wishes to articulate its procedures for CEQA compliance in connection with the financing of each Program Project;

NOW THEREFORE, BE IT RESOLVED that the Commission of California Communities hereby finds, determines and resolves as follows:

1. Under CEQA Guideline Section 15378(b)(4), the CaliforniaFIRST program is not a project for purposes of CEQA because it is a government funding mechanism or other government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Any project or activity approved or funded under the CaliforniaFIRST program may be modified or not implemented at all depending upon a number of factors, including CEQA environmental review.

2. California Communities will comply with CEQA in its implementation of the CaliforniaFIRST program (including the approval of financing for each Program Project) by adhering to the following procedures:

Step 1. During the application review process for each Program Project, the staff of California Communities, or the staff’s designees, will evaluate the facts submitted by the property owner applicants in the application materials and will complete the CEQA Approval Class Checklist (“Checklist”) (attached to this Resolution as Exhibit A) in order to designate the proper CEQA classification for each Program Project. Each Program Project will be classified as a “Class A Project,” “Class B Project” or “Class C Project.”

A “Class A Project” is a project that will not result in a direct or reasonably foreseeable indirect physical change in the environment and are, therefore, not a “project” for purposes of CEQA. 14 Cal. Code Regs. § 15060(c)(2).

A “Class B Project” is a project that meets any one of the criteria listed at Step 2 of the Checklist, which shows that it is exempt from CEQA or it has been determined by California Communities to have no potential significant environmental impacts.

A “Class C Project” is a project that qualifies neither as a Class A Project or Class B Project.

Attached to this Resolution as Exhibit B is a chart showing the (i) Authorized Improvements that California Communities has concluded are Class A Projects and (ii) Authorized Improvements that California Communities has concluded should be reviewed pursuant to the Checklist to determine if they constitute Class B Projects or Class C Projects.

Step 2. For each Program Project, California Communities will take one of the following actions based on the Program Project's classification:

a. Class A Projects. California Communities will complete the Checklist for any Program Project that is classified as a Class A Project, and California Communities will undertake no environmental review.

b. Class B Projects. A Program Project that is classified as a Class B Project will proceed through the application process with no additional CEQA or environmental review on the basis that the evidence on the record supports a determination that either (i) there is no possibility that the Program Project may have a significant effect on the environment and, therefore, the Program Project meets the common sense exemption (14 Cal. Code Regs. § 15061(b)(3)) or (ii) the Program Project is exempt from CEQA pursuant to the existing facilities categorical exemption (14 Cal. Code Reg. § 15301).

c. Class C Projects. California Communities will undertake an individual review and evaluation of each Program Project that it classifies as a Class C Project. If California Communities thereafter determines that it is required to comply with CEQA with respect to a Program Project, California Communities will comply with CEQA at that time, but only if the property owner applicant agrees to pay the costs incurred by California Communities or if another source of funds is available to California Communities for that purpose.

Step 3. California Communities will file a Notice of Exemption for each Program Project that California Communities determines is exempt from CEQA if the Program Manager determines it is prudent to do so.

3. The Program Manager is hereby directed to file a Notice of Exemption for the CaliforniaFIRST program in the County in substantially the form of Exhibit C.

4. All actions heretofore taken by the officers and agents of California Communities with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the officers of California Communities are hereby authorized and directed, for and in the name and on behalf of California Communities, to do any and all things and take any and all actions consistent with the purposes of this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 7th day of November 2013.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on November 7, 2013.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

EXHIBIT A

[CEQA Approval Class Checklist]

EXHIBIT B

[Classification of Authorized Improvements]

EXHIBIT C

[Form of Notice of Exemption]

RESOLUTION NO. _____

**RESOLUTION RENDERING APPROVAL, AND EXPLAINING REVIEW PROCESS,
UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT
FOR THE CALIFORNIAFIRST PROGRAM**

COUNTY OF TULARE

WHEREAS, the California Statewide Communities Development Authority ("California Communities") is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) ("Chapter 29") to levy contractual assessments to finance the installation of distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property ("Authorized Improvements"); and

WHEREAS, Chapter 29 authorizes California Communities to enter into contractual assessments to finance the installation of Authorized Improvements in the County of Tulare (the "County"); and

WHEREAS, on September 26, 2013, pursuant to Resolution No. 13R-23 (the "Resolution of Intention"), California Communities declared its intention to establish a CaliforniaFIRST program in the County, pursuant to which California Communities would enter into contractual assessments to finance the installation of Authorized Improvements in the County; and

WHEREAS, the Resolution of Intention ordered the Program Manager for the CaliforniaFIRST program to prepare and file with this Commission a report (the "Report") addressing all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of agreement (the "Agreement") to be entered into between the Authority and any property owner participating in the CaliforniaFIRST program and that provides for payment of contractual assessments; and

WHEREAS, the Report includes as Exhibit C thereto an initial list of Authorized Improvements (which is subject to revision by publication of an updated list in the Program Handbook); and

WHEREAS, on October 24, 2013, after holding the duly noticed public hearing, this Commission adopted a resolution entitled "Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources and Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters" (the "Resolution Confirming Report"), pursuant to which this Commission confirmed the Report for the County and established a CaliforniaFIRST program within the boundaries of the County, among other actions; and

WHEREAS, the California Environmental Quality Act ("CEQA") requires that a public agency consider the environmental impacts of a "project" (for purposes of CEQA) for which it issues a discretionary approval, and the approval ("CEQA Approval") may consist of (i) a

determination that the project is exempt or otherwise not subject to CEQA, (ii) a determination of no significant impact (a negative declaration), (iii) a determination of no significant impact based upon mitigation measures (a mitigated negative declaration), or (iv) the review and approval of the findings of an environmental impact report that assesses and approves environmental impacts, but may include limitations and requirements applicable to the project; and

WHEREAS, California Communities has been advised by its counsel that the CaliforniaFIRST program, or the financing of any individual project through the CaliforniaFIRST program (each, a “Program Project”), may constitute a “project” under CEQA; and

WHEREAS, California Communities has considered the environmental impacts of the the CaliforniaFIRST program and wishes to render its CEQA Approval based on its findings; and

WHEREAS, California Communities also wishes to articulate its procedures for CEQA compliance in connection with the financing of each Program Project;

NOW THEREFORE, BE IT RESOLVED that the Commission of California Communities hereby finds, determines and resolves as follows:

1. Under CEQA Guideline Section 15378(b)(4), the CaliforniaFIRST program is not a project for purposes of CEQA because it is a government funding mechanism or other government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. Any project or activity approved or funded under the CaliforniaFIRST program may be modified or not implemented at all depending upon a number of factors, including CEQA environmental review.

2. California Communities will comply with CEQA in its implementation of the CaliforniaFIRST program (including the approval of financing for each Program Project) by adhering to the following procedures:

Step 1. During the application review process for each Program Project, the staff of California Communities, or the staff’s designees, will evaluate the facts submitted by the property owner applicants in the application materials and will complete the CEQA Approval Class Checklist (“Checklist”) (attached to this Resolution as Exhibit A) in order to designate the proper CEQA classification for each Program Project. Each Program Project will be classified as a “Class A Project,” “Class B Project” or “Class C Project.”

A “Class A Project” is a project that will not result in a direct or reasonably foreseeable indirect physical change in the environment and are, therefore, not a “project” for purposes of CEQA. 14 Cal. Code Regs. § 15060(c)(2).

A “Class B Project” is a project that meets any one of the criteria listed at Step 2 of the Checklist, which shows that it is exempt from CEQA or it has been determined by California Communities to have no potential significant environmental impacts.

A “Class C Project” is a project that qualifies neither as a Class A Project or Class B Project.

Attached to this Resolution as Exhibit B is a chart showing the (i) Authorized Improvements that California Communities has concluded are Class A Projects and (ii) Authorized Improvements that California Communities has concluded should be reviewed pursuant to the Checklist to determine if they constitute Class B Projects or Class C Projects.

Step 2. For each Program Project, California Communities will take one of the following actions based on the Program Project's classification:

a. Class A Projects. California Communities will complete the Checklist for any Program Project that is classified as a Class A Project, and California Communities will undertake no environmental review.

b. Class B Projects. A Program Project that is classified as a Class B Project will proceed through the application process with no additional CEQA or environmental review on the basis that the evidence on the record supports a determination that either (i) there is no possibility that the Program Project may have a significant effect on the environment and, therefore, the Program Project meets the common sense exemption (14 Cal. Code Regs. § 15061(b)(3)) or (ii) the Program Project is exempt from CEQA pursuant to the existing facilities categorical exemption (14 Cal. Code Reg. § 15301).

c. Class C Projects. California Communities will undertake an individual review and evaluation of each Program Project that it classifies as a Class C Project. If California Communities thereafter determines that it is required to comply with CEQA with respect to a Program Project, California Communities will comply with CEQA at that time, but only if the property owner applicant agrees to pay the costs incurred by California Communities or if another source of funds is available to California Communities for that purpose.

Step 3. California Communities will file a Notice of Exemption for each Program Project that California Communities determines is exempt from CEQA if the Program Manager determines it is prudent to do so.

3. The Program Manager is hereby directed to file a Notice of Exemption for the CaliforniaFIRST program in the County in substantially the form of Exhibit C.

4. All actions heretofore taken by the officers and agents of California Communities with respect to the matters contemplated by this Resolution are hereby approved, confirmed and ratified, and the officers of California Communities are hereby authorized and directed, for and in the name and on behalf of California Communities, to do any and all things and take any and all actions consistent with the purposes of this Resolution.

5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 7th day of November 2013.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on November 7, 2013.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

EXHIBIT A

[CEQA Approval Class Checklist]

EXHIBIT B

[Classification of Authorized Improvements]

EXHIBIT C

[Form of Notice of Exemption]

CEQA Approval Class Checklist

STEP 1:

If the Project is listed as a Class A Project in the Authority's CEQA Resolution, no environmental review is required because the Project will not result in direct or reasonably foreseeable indirect physical change in the environment and is therefore not a "project" for purposes of CEQA. Class A Projects may proceed with the application process with no further Checklist or environmental reviews.

STEP 2:

Any Project meeting one or more of the following descriptions based on the information provided by the applicant or otherwise included in the record for the Project's classification will be a Class B Project and not require any additional environmental review because it is exempt from CEQA pursuant to the existing facilities categorical exemption (14 Cal. Code Reg. § 15301) or the common sense exemption (14 Cal. Code Regs. § 15061(b)(3)).

<u>YES</u>	<u>NO</u>	<u>DESCRIPTION</u>
_____	_____	The Project involves negligible or no expansion of use and consists of interior or exterior alterations involving things such as interior partitions, plumbing, and electrical conveyances.
_____	_____	The Project involves negligible or no expansion of use and consists of additions to existing structures and that addition will not result in an increase of more than 50 percent of the floor area or 2,500 square feet (whichever is less).
_____	_____	The Project involves negligible or no expansion of use and consists of the installation of solar panels on existing residential, commercial, or industrial buildings.
_____	_____	Based on a factual evaluation of the proposed activities, there is evidence in the record that supports a determination that there is no possibility that the activity in question may have a significant effect on the environment.

If any of the above Step 2 responses are "Yes," proceed to Step 3 below. If none of the above Step 2 responses are "Yes," then the Project must be designated as a Class C Project and proceed with an individual CEQA environmental review.

STEP 3:

If any of the following exclusions apply to the Project, it is ineligible for Class B and must be designated as a Class C Project and proceed with an individual CEQA environmental review. 14 Cal. Code Regs. § 15300.2.

<u>YES</u>	<u>NO</u>	<u>EXCLUSION</u>
_____	_____	There is a reasonable possibility of a significant effect on the environment due to unusual circumstances.
_____	_____	Significant cumulative impacts from projects of the same type in the same place over time will result.
_____	_____	The project will have impacts on a uniquely sensitive environment or resource of hazardous or critical concern that is designated, precisely mapped, and officially adopted pursuant to federal, state or local agencies.
_____	_____	The project may result in damage to scenic resources, including but not limited to trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
_____	_____	The project is located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code. ³
_____	_____	The project may cause a substantial adverse change in the significance of a historical resource.

If any of the above Step 3 responses are “Yes,” the Project must be designated as a Class C Project and proceed with an individual CEQA environmental review. If none of the above Step 2 responses are “Yes,” then the Project may be designated as a Class B Project and proceed with the application process with no further environmental review.

³ The Secretary for Environmental Protection prepares and distributes to each city and county in which the following types of sites are located: certain hazardous waste facilities or related sites listed by the Department of Toxic Substances Control, certain contaminated public drinking water wells listed by the State Department of Health Services, sites at which releases from underground storage tanks or solid waste disposal facilities have occurred listed by the State Water Resources Control Board, solid waste disposal facilities from which there is a known migration of hazardous waste listed by the California Integrated Waste Management Board.

Initial CaliforniaFIRST Authorized Improvements

	CaliforniaFIRST Approved Measures		CEQA Approval Class
	Category	Measures	
Energy Efficiency	Air Sealing and Ventilation	Air Filtration	A
		Air Sealing	A
		Air Barriers	A
		Bathroom fan	A
		Ceiling fan	A
		Crawlspace Sealing	A
		Duct Sealing	A
	Whole House Fan	A	
	Insulation	Roof	A
		Attic	A
		Duct	A
		Floor	A
		Hot Water System	A
		Wall	A
	Space Heating and Cooling	Cogeneration furnace	B/C
		Demand Recirculation Pump	B/C
		Duct Replacement	A
		Ducted Heat Pump	A
		Evaporative coolers	B/C
		Exhaust Fan	A
		Geothermal Heat Pump	B/C
		Heat Recovery Ventilation System	B/C
		High Efficiency Air Conditioner	A
		High Efficiency Furnace	A
		Radiant Barrier Installation	B/C
		Solar Space Heating	A
		Thermostat Installation	A
		Weatherization	A
	Water Heating	High Efficiency Hot Water Boiler	A
		High Efficiency Water Heater	A
		Tankless Water Heater	A
		On demand Recirculation Pump	A
	Lighting	High Efficiency Lighting Retrofit	A
		Lighting (hard wired)	A
		Lighting controls, including occupancy sensors	A
	Windows, Doors and Skylights	Skylight	A
		Window Replacement	A
		Window Film	A
	Reflective Roof	White Roofing	B/C
Renewable Energy	Solar	Solar Thermal Installation	A
		Solar Photovoltaics	A
	Wind	Wind Turbine Power System	B/C
	Fuel Cell	Fuel Cell Power System	B/C
Water Efficiency (after pilot)	Fixtures	Low Flow Showerheads	A
		Low flow showers	A
		Toilets: flush a 1.28 gpf or less	A
		Urinals: flushing at 0.5 gpf or less	A
		Showerheads: flow at 1.5 gpm or less	A
		Aerators: flow at 1.0 gpm or less	A
	Landscaping	Grey water systems	B/C
	Other	Other measures such as potable water offsets, efficiency improvements, irrigation measures, process improvements and storm water management improvements shall be considered on a case-by-case basis in consultation with the CaliforniaFIRST program.	B/C

Notice of Exemption

Appendix E

To: ☒ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☐ County Clerk
County of N/A

From: (Public Agency) California Statewide Communities

Development Authority

(Address)

[insert address]

Project Title: CaliforniaFIRST

Project Location - Specific: Statewide

Project Location - City: N/A

Project Location - County: N/A

Description of Nature, Purpose, and Beneficiaries of Project:

CaliforniaFIRST is an AB-811 program, which allows public agencies to provide public financing to property owners which is secured and repaid through contractual assessments included in the property tax bills for authorized renewable energy and energy and water efficiency improvements.

Name of Public Agency Approving Project: California Statewide Communities Development Authority

Name of Person or Agency Carrying Out Project: California Statewide Communities Development Authority

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ Categorical Exemption. State type and section number: See below.
☐ Statutory Exemptions. State code number:

Reasons why project is exempt: The CaliforniaFIRST Program is exempt as a government funding mechanism (CEQA Guideline Sec.

15378(b)(4)). The Authority's CEQA Resolution [insert date] explains the CEQA review process for each application. Class A applications are not

subject to CEQA under Guideline Sec. 15060(c)(2). Class B applications will likely be exempt under the common sense exemption (Guideline

Sec. 15061(b)(3)) or the existing facilities exemption (Guideline Sec. 15301). Class C applications will be individually reviewed under CEQA.

Lead Agency

Contact Person: [insert contact person] Area Code/Telephone/Extension: [insert phone number]

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency

Date received for filing at OPR:

☐ Signed by Applicant

Revised October 1989

Item IX

Discussion and approval of Salinas Plaza Club CFD Disclosure Report. (Staff: James Hamill)

\$2,312,541.80
TAX EXEMPT
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
SPECIAL TAX BONDS

CONTINUING DISCLOSURE ANNUAL REPORT
OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
FOR THE
FISCAL YEAR ENDED JUNE 30, 2013

INDEX TO DOCUMENTS

1. Continuing Disclosure Annual Report of the California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments) for the Fiscal Year Ended June 30, 2013.
2. Certificate of the California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments).
3. Confirmation of Dissemination of Continuing Disclosure Annual Report.

\$2,312,541.80
TAX EXEMPT
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
SPECIAL TAX BONDS

CONTINUING DISCLOSURE ANNUAL REPORT
OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
FOR THE
FISCAL YEAR ENDED JUNE 30, 2013

\$2,312,541.80
TAX EXEMPT
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
SPECIAL TAX BONDS

CONTINUING DISCLOSURE ANNUAL REPORT
OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)
FOR THE
FISCAL YEAR ENDED JUNE 30, 2013

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I.	INTRODUCTION
II.	AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2013
III.	PRINCIPAL AMOUNT OF BONDS OUTSTANDING
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V.	TOTAL ASSESSED VALUE OF PARCEL SUBJECT TO THE SPECIAL TAXES AND THE CURRENT YEAR'S ASSESSED VALUE FOR THE COMMUNITY FACILITIES DISTRICT
VI.	SPECIAL TAX AND PROPERTY TAX DELINQUENCY RATE FOR THE PARCEL IN THE COMMUNITY FACILITIES DISTRICT
VII.	CONCERNING DELINQUENT PARCEL

I. INTRODUCTION

Pursuant to the following Continuing Disclosure Agreement, the California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments) (the “Community Facilities District”) hereby provides its continuing disclosure annual report for the fiscal year ended June 30, 2013 (the “Annual Report”):

- Continuing Disclosure Agreement - Authority, dated March 26, 1997 (the “Disclosure Agreement”)

Bond Issues

This Annual Report is being provided in connection with the following bond issue (the “Bonds”):

- \$3,032,541.80 California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments) Special Tax Bonds

Each maturity of the Bonds is identified by the corresponding CUSIP Number set forth below:

<u>Maturity Date</u>	<u>Tax Exempt Capital Appreciation Term Bonds CUSIP</u>	<u>Tax Exempt Current Interest Term Bonds CUSIP</u>
September 1, 2022	13077EAC4	
September 1, 2027		13077EAB6

Note: The CUSIP Numbers above are provided for the convenience of Bondholders. The Community Facilities District is not responsible for the accuracy or completeness of such numbers.

Annual Report

The Community Facilities District’s Annual Report contains certain financial and operating data.

Other Matters

This Annual Report is provided solely pursuant to the Disclosure Agreement. The filing of this Annual Report does not constitute or imply any representation (i) that all of the information provided is material to investors, (ii) regarding any other financial, operating or other information about the Community Facilities District or the Bonds, or (iii) that no changes, circumstances or events have occurred since the end of the fiscal year to which this Annual Report relates (other than as contained in this Annual Report), or any other date specified with respect to any of the information contained in this Annual Report, or that no other information exists, which may have a bearing on the security for the Bonds, or an investor’s decision to buy, sell, or hold the Bonds. The information contained in this Annual Report has been obtained from sources which are believed to be reliable. No statement in this Annual Report should be construed as a prediction or representation about future financial performance of the Community Facilities District.

Dated: November 7, 2013

CALIFORNIA STATEWIDE COMMUNITY FACILITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)

II. AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED JUNE 30, 2013

The Community Facilities District does not prepare any audited or unaudited financial statements, or any annual unaudited compilation or other financial statements. Therefore, no financial statements for the Community Facilities District are included in this Annual Report.

III. PRINCIPAL AMOUNT OF BONDS OUTSTANDING

The principal amount of the Bonds outstanding as of September 1, 2013 is \$3,140,682.95. Such amount excludes the Capital Appreciation Term Bonds (Tax-Exempt) Sinking Fund Redemption in the amount of \$237,055.50 paid on September 1, 2013. Such principal outstanding is comprised of: 1) an accreted value of \$1,635,682.95 as of September 1, 2013 of the Tax-Exempt Capital Appreciation Term Bonds due September 1, 2022, and 2) \$1,505,000 of the Tax-Exempt Current Interest Term Bonds due September 1, 2027.

IV. RESERVE FUND BALANCE

<u>Fund</u>	Balance as of <u>06/30/2013</u>
Reserve Fund	\$305,783.69

V. TOTAL ASSESSED VALUE OF PARCEL SUBJECT TO THE SPECIAL TAXES AND THE CURRENT YEAR'S ASSESSED VALUE FOR THE COMMUNITY FACILITIES DISTRICT

There is one parcel in the Community Facilities District, which is subject to the Special Tax. The assessed value of the parcel and current year's assessed value for the Community Facilities District as of January 1, 2013 is \$22,907,147 comprised of land value at \$2,301,481, improvement value at \$20,503,986, and other at \$101,680.

VI. SPECIAL TAX AND PROPERTY TAX DELINQUENCY RATE FOR THE PARCEL IN THE COMMUNITY FACILITIES DISTRICT

The Special Tax delinquency rate and the property tax delinquency rate for the parcel is zero.

VII. CONCERNING DELINQUENT PARCEL

- The parcel has not been delinquent in payment of Special Tax;
- The total delinquency amount is zero;
- The delinquency amount as a percentage of total Special Tax levy is zero;
- The Community Facilities District has not taken any action on covenants to pursue foreclosure proceedings upon delinquent properties since the parcel has not been delinquent.

**CERTIFICATE OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 97-1
(SALINAS PLAZA CLUB APARTMENTS)**

The undersigned hereby states and certifies that:

1. I am the duly appointed Treasurer of the Commission of the California Statewide Communities Development Authority, as legislative body of California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments) (the "Community Facilities District") and, as such, am familiar with the facts herein certified, and am authorized to certify the same on behalf of the Community Facilities District. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture, dated as of March 1, 1997, between the Community Facilities District and U.S. Bank, N.A. (formerly First Trust of California, National Association) (the "Trustee"), as trustee and dissemination agent.

2. This Certificate is being provided in connection with the Continuing Disclosure Annual Report of the Community Facilities District for the Fiscal Year Ended June 30, 2013 (the "Annual Report") being delivered on the date hereof by the District pursuant to that certain Continuing Disclosure Agreement, dated March 26, 1997 (the "Disclosure Agreement"), between the Community Facilities District and the Trustee entered into in connection with the \$2,312,541.80 Tax Exempt and \$720,000 Taxable California Statewide Communities Development Authority Community Facilities District No. 97-1 (Salinas Plaza Club Apartments) Special Tax Bonds (the "Bonds").

3. Pursuant to Section 4(a) of the Disclosure Agreement, the Community Facilities District does not prepare any audited or unaudited financial statements, nor are any unaudited financial compilations or other financial statements prepared for the Community Facilities District. Since June 30, 2013, no material adverse change has occurred in the operation of the Community Facilities District which is not described in the Annual Report.

4. As of the date hereof, there have been: (a) no principal and interest payment delinquencies with respect to the Bonds; (b) no non-payment related defaults; (c) no modifications to the rights of Bondholders; (d) no Bond calls; (e) no defeasances of any Bonds; (f) no rating changes; (g) no adverse tax opinions or events affecting the tax-exempt status of the Bonds; (h) no unscheduled draws on debt service reserves reflecting financial difficulties; (i) no unscheduled draws on credit enhancements reflecting financial difficulties; (j) no substitution of credit or liquidity providers, or their failure to perform; (k) no releases, substitutions or sales of property securing repayment of the Bonds.

5. The statements and information contained in the Annual Report are true, correct and complete in all material respects, and as of the date hereof the Annual Report does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Dated: November 7, 2013

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
COMMUNITY FACILITIES DISTRICT No. 97-1
(SALINAS PLAZA CLUB APARTMENTS)

By: _____
Authorized Signatory of the
California Statewide Communities Development Authority,
as legislative body of the District

Item X

Discussion and approval of CSCDA trustee pursuant to request for proposals. (Staff: James Hamill)

SUMMARY AND APPROVALS

PURPOSE: DISCUSS AND APPROVE TRUSTEE FOR TRUST SERVICES

DATE: NOVEMBER 4, 2013

Background:

As the Commission is aware CSCDA has engaged Well Fargo Corporate Trust as its trustee of bank accounts since 2000. In line with the CSCDA policy for competitively soliciting contracts for professional services every three years the Commission authorized staff to issue a request for proposals for trust services. The request was issued to 4 banks with trustee services. Three of the four responded as outlined below.

Discussion:

The following is an outline of the fee proposals received by staff:

U.S. Bank - \$2,600 annual fee

Wells Fargo Bank - \$6,600 annual fee

Wilmington Trust - \$12,000 annual fee

Based upon the proposals submitted and review of the services to be provided staff is recommending U.S. Bank to serve as trustees for the various bank accounts.

Approvals:

1. Approval of U.S. Bank as trustee for trust services with a contract to begin January 1, 2014. Such contract will be brought back to the Commission for approval;
2. Authorize CSCDA staff to begin the transfer of accounts from Wells Fargo Bank to U.S. Bank.



**AGENDA OF THE
SPECIAL MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

**November 7, 2013
Adjournment of the Regular Meeting
League of California Cities
1400 K Street, 3rd Floor
Sacramento, California**

3252 Southern Hills Drive
Fairfield, CA 94534

709 Portwalk Place
Redwood City, CA 94065

County of Yuba
915 8th Street, Suite 103
Marysville, CA 95901

City of Stanton
7800 Katella Avenue
Stanton, CA 90680

- I. Call the Roll (alternates designate which member they are representing).
- II. Discuss & approve the Joint Exercise of Powers Agreement with the Sacramento City Unified School District to form the Sacramento City Schools Joint Powers Financing Authority
- III. Adjourn

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2012 at __: __ m,
Signed _____. Please fax signed page to (925) 933-8457.

This ___ page agenda was posted at _____ on _____, at __: __ m. Signed
_____. Please fax signed page to (925) 933-8457.

SUMMARY AND APPROVALS

PURPOSE: DISCUSS AND APPROVE JOINT POWERS AGREEMENT WITH SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

DATE: NOVEMBER 4, 2013

Background/Discussion:

The Sacramento City Unified School District (the “District”) intends to cause lease-revenue bonds to be issued to refinance all or a portion of certain outstanding certificates of participation. The outstanding Certificates of Participation of whose proceeds were used to construct or repair school buildings are being refinanced. The refinancing has two advantages for the District: (1) the District avoids a step-up interest rate set to kick in on March 1, 2014; and (2) The revenue that the revenue bonds to be issued will be fixed rate instead of variable rate which will decrease the District’s overall interest rate risk.

To accommodate the financing and to facilitate other possible school financings, the District has requested CSCDA to participate in the formation of a California joint-exercise of powers authority under the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code.

CSCDA previously entered into a similar agreement in 2011 with the San Bruno Park District for the same reasons/advantages.

This is the first step to complete the transaction and for the District to take advantage of the savings.

Attached are the resolution and joint powers agreement which have been reviewed and drafted by Orrick, Herrington & Sutcliffe as issuer and bond counsel to the transaction.

Approvals:

1. Approval of the resolution of the California Statewide Communities Development authority approving joint exercise of powers agreement with the Sacramento City Unified School District to form the Sacramento City Schools Joint Powers Financing Authority.
2. Approves all necessary actions and documents; and
3. Authorizes any member of the Commission or Authorized Signatory to sign all necessary documents.

RESOLUTION NO. 13-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY APPROVING JOINT EXERCISE OF POWERS AGREEMENT WITH THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO FORM THE SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

WHEREAS, the Sacramento City Unified School District (the “District”) intends to cause lease-revenue bonds to be issued to refinance all or a portion of certain outstanding certificates of participation (the “Financing”);

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized by the Joint Powers Act, commencing with Section 6500 of the California Government Code (the “JPA Law”), and its Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, as the same may be amended;

WHEREAS, to accommodate the Financing and to facilitate other possible school financings, the Authority now wishes to participate in the formation of a California joint-exercise of powers authority under the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code (the “Joint Powers Act”);

WHEREAS, there has been prepared and made available to the members of the Commission of the Authority (the “Commission”) a proposed form of joint exercise of powers agreement (the “Agreement”) between the Authority and the Sacramento City Unified School District that would form the proposed Sacramento City Schools Joint Powers Financing Authority, and the Agreement is now in substantially final form and appropriate to be executed and delivered for the purposes intended; and

WHEREAS, the Commission is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COMMISSION, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The form of Agreement presented at this meeting is hereby approved. Any member of the Commission, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (each, an “Authorized Signatory”) is and authorized to execute and deliver the Agreement on behalf of the Authority with such changes and insertions may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 3. The officers and staff of the District, each of them individually, and authorized signatories are hereby authorized and directed to do any and all things and to execute and deliver any and all documents that they may deem necessary or advisable in order to effectuate the provisions of this resolution. All actions heretofore taken by such officers that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed, and approved in all respects.

Section 4. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this November 7, 2013.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on November 7, 2013.

By _____
Authorized Signatory

JOINT EXERCISE OF POWERS AGREEMENT

by and between

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY**

and

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated as of November __, 2013

**SACRAMENTO CITY SCHOOLS
JOINT POWERS FINANCING AUTHORITY**

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JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”), dated as of November __, 2013, is by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the “Authority”), and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the “District”).

WITNESSETH:

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code (the “Joint Powers Act”), are permitted to provide financing for any of their members or other local agencies in the State of California in connection with the acquisition, construction and improvement of public capital improvements or working capital requirements of such members or other local agencies; and

WHEREAS, the Authority and the District desire to form an agency under the Joint Powers Act, to be known as the Sacramento City Schools Joint Powers Financing Authority, for the purpose of providing an entity which can assist in providing financing for purposes which are authorized under the Joint Powers Act;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the District do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purposes hereof, have the meanings herein specified.

“Agreement” means this Joint Exercise of Powers Agreement, as originally executed and as it may from time to time be amended in accordance with the provisions hereof.

“Authority” means the Sacramento City Schools Joint Powers Financing Authority, a joint exercise of powers agency organized and existing under and by virtue of the laws of the State of California, established pursuant to Section 2.02 hereof.

“Board of Directors” means the Board of Directors of the Authority, which shall be, *ex officio*, the Board of Education of the District.

“Bond Law” means the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of the Joint Powers Act), as now in effect or hereafter amended, Article 2 of the Joint Powers Act, as now in effect or hereafter amended, or any other law available for use by the Authority in the authorization and issuance of Revenue Bonds to provide for the financing or refinancing of Public Capital Improvements for, or Working Capital Requirements of, a Local Agency.

“Bond Purchase Agreement” means an agreement between the Authority and a Local Agency, pursuant to which the Authority agrees to purchase Obligations from a Local Agency.

“Chief Business Officer” means the Chief Business Officer of the District or, if at any time there is no Chief Business Officer of the District, the officer of the District that performs functions for the District similar to those performed by the Chief Business Officer of the District as of the date of this Agreement.

“CSCDA” means the California Statewide Communities Development Authority, a school district organized and existing under the laws of the State of California, and its successors.

“Fiscal Year” means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year.

“District” means the Sacramento City Unified School District, a school district organized and existing under and by virtue of the laws of the State of California.

“Joint Powers Act” means the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code.

“Local Agency” means the Authority, the District or any other school district of the State of California.

“Obligations” has the meaning ascribed to the term “Bonds” in Section 6585(c) of the Joint Powers Act.

“Public Capital Improvements” has the meaning ascribed to such term in Section 6585(g) of the Joint Powers Act.

“Revenue Bonds” means bonds, notes, commercial paper, floating rate and variable maturity securities, and any other evidences of indebtedness of the Authority and also includes certificates of participation and lease purchase agreements.

“Superintendent” means the Superintendent of the District or, if at any time there is no Superintendent of the District, the officer of the District that performs functions for the District similar to those performed by the Superintendent of the District as of the date of this Agreement.

“Working Capital Requirements” means the requirements of any Local Agency for funds to be used by, or on behalf of, such Local Agency for any purpose for which such Local Agency may borrow money pursuant to Section 53852 of the California Government Code.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Joint Powers Act providing for the joint exercise of powers common to CSCDA and the District, and for other purposes as permitted under the Joint Powers Act and the Bond Law. The purpose of this Agreement is to provide for the financing or refinancing of Public Capital Improvements for, and Working Capital Requirements of, any Local Agency through the acquisition or lease by the Authority of such Public Capital Improvements, the purchase by the Authority of Obligations of any Local Agency pursuant to Bond Purchase Agreements, the lending of funds by the Authority to a Local Agency or the entering into of contractual arrangements by the Authority with a Local Agency.

Section 2.02. Creation of Authority. Pursuant to the Joint Powers Act, there is hereby created a public entity to be known as the “Sacramento City Schools Joint Powers Financing Authority.” The Authority shall be a public entity separate and apart from CSCDA and the District, and shall administer this Agreement.

Section 2.03. Principal Office. The principal office of the Authority for the transaction of business shall be c/o District, 5735 47th Avenue, Sacramento, California. The Board of Directors may from time to time, by resolution, change the principal office of the Authority from one location to another. Any such change of the principal office of the Authority shall not be deemed to be an amendment of this Agreement.

Section 2.04. Fiscal Year. The Fiscal Year of the Authority shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 2.05. Non-Liability For Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of CSCDA or the District. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Authority or be subject to any personal liability or accountability by reason of any obligations of the Authority; provided, however, that nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Authority.

Section 2.06. Indemnity by Authority for Litigation Expenses of Officer, Director or Employee. Should any director, officer or employee of the Authority be sued, either alone or with others, because he or she is or was a director, officer or employee of the Authority, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged

wrongful act against the Authority or by the Authority, indemnity for such person's reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, may be assessed against the Authority or its receiver by the court in the same or a separate proceeding if the person sued acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The amount of such indemnity shall equal the amount of the expenses, including attorneys' fees, incurred in the defense of the proceeding.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Board of Directors. The Authority shall be administered by the Board of Directors, which shall be, *ex officio*, the Board of Education of the District (“Board of Education”).

Each member shall assume membership on the Board of Directors upon his or her becoming a member of the Board of Education without any further act by any person, body or entity. Each member shall hold membership on the Board of Directors until he or she resigns from, is removed from or for any other reason no longer serves as a member of the Board of Education, without any further act by any person, body or entity.

The President and Vice-President of the Board of Education shall be the Chair and Vice-Chair, respectively of the Board of Directors and the Chair shall preside at all meetings of the Board of Directors. The Vice Chair shall preside at meetings of the Board of Directors during the absence or disability of the Chair. The Secretary and other officers and employees of the Board of Education shall serve in the same capacity for the Board of Directors.

Section 3.02. Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of the Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors of the Authority.

Section 3.03. Compensation. Members of the Board of Directors shall serve without compensation.

Section 3.04. Meetings of the Board of Directors. (a) *Call, Notice and Conduct of Meetings.* All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 *et seq.* of the California Government Code. The procedures of the Board of Directors shall be, as nearly as possible, the procedures of the Board of Education of the District.

(b) *Regular Meetings.* Regular meetings of the Board of Directors shall be scheduled for the same time and place as the regular meetings of the Board of Education of the District, except that if no agenda items are scheduled for the Board of Directors’ regular meeting, the meeting will be deemed to be cancelled without further action. No notice of any regular meeting of the Board of Directors need be given to the members of the Board of Directors.

(c) *Special Meetings.* Special meetings of the Board of Directors shall be held whenever called by the Chair of the Board of Directors, the Executive Director of the Authority or by a majority of the members of the Board of Directors.

(d) *Quorum.* A majority of the members of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors.

Section 3.05. Actions of Board of Directors. Every act or decision done or made by a majority of the members of the Board of Directors present at, or otherwise participating in, any meeting duly called, noticed, held and conducted at which a quorum is present shall be the act or decision of the Board of Directors.

ARTICLE IV

OFFICERS, EMPLOYEES AND AGENTS

Section 4.01. Officers. The officers of the Authority shall be an Executive Director, an Associate Executive Director, a Treasurer, a Secretary and such other officers as the Board of Directors may appoint.

Section 4.02. Designation of Officers. The Superintendent shall be the Executive Director of the Authority. The Executive Director of the Authority shall always be the person then serving as the Superintendent, and each person who, currently or in the future, serves as the Superintendent shall be, during the period in which he or she serves in such capacity, Executive Director of the Authority. A person shall become Executive Director of the Authority upon his or her becoming the Superintendent, without any further act by any person, body or entity. A person shall serve as Executive Director of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Superintendent, without any further act by any person, body or entity.

The Chief Business Officer of the District shall be the Treasurer of the Authority. The Treasurer of the Authority shall always be the person then serving as the Chief Business Officer of the District, and each person who, currently or in the future, serves as the Chief Business Officer of the District shall be, during the period in which he or she serves in such capacity, Treasurer of the Authority. A person shall become Treasurer of the Authority upon his or her becoming the Chief Business Officer of the District, without any further act by any person, body or entity. A person shall serve as Treasurer of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Chief Business Officer of the District, without any further act by any person, body or entity.

The Superintendent shall be the Secretary of the Authority. The Secretary of the Authority shall always be the person then serving as the Superintendent, and each person who, currently or in the future, serves as the Superintendent shall be, during the period in which he or she serves in such capacity, Secretary of the Authority. A person shall become Secretary of the Authority upon his or her becoming the Superintendent, without any further act by any person, body or entity. A person shall serve as Secretary of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Superintendent, without any further act by any person, body or entity.

Section 4.03. Subordinate Officers. The Board of Directors may appoint such officers other than those hereinabove mentioned as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors from time to time may authorize or determine.

Section 4.04. Executive Director. The Executive Director shall be the chief executive officer of the Authority and shall, subject to the control of the Board of

Directors, have general supervision, direction and control of the business and officers of the Authority. He or she shall have the general powers and duties of management of the Authority and shall have such other powers and duties as may be prescribed by the Board of Directors or this Agreement.

Section 4.05. Treasurer. Subject to the applicable provisions of any Agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Powers Act. The Treasurer is hereby designated as controller of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Powers Act. The controller of the Authority shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00 (excluding amounts held by a trustee or other fiduciary in connection with any Revenue Bonds). Such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by the District, it being the intent of this Section not to require duplicate or overlapping bonding requirements from those bonding requirements which are otherwise applicable to the District.

Section 4.06. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office of the Authority or at such other place as the Board of Directors may order, of all meetings of the Board of Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board of Directors meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors, shall keep the Authority records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or this Agreement.

Section 4.07. Assistant Officers. The Board of Directors may appoint such assistants to act in the place of the Treasurer, Secretary or other officers of the Authority as the Board of Directors shall from time to time deem appropriate.

Section 4.08. Employees, Agents and Independent Contractors. The Board of Directors shall have the power to engage such employees as may be necessary or appropriate for the purposes of this Agreement. The Board of Directors shall also have the power to engage such agents and independent contractors as may be necessary or appropriate for purposes of this Agreement.

Section 4.09. Privileges and Immunities; No Employment by the District, the Authority or the District. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, employees, agents or independent contractors employed or engaged by the Authority shall be deemed, by reason of his or her employment or engagement by the Authority to be employed or engaged by the District, the Authority or the District or, by reason of his or her employment or engagement by the Authority, to be subject to any of the requirements of the District, the Authority or the District.

ARTICLE V

POWERS

Section 5.01. General Powers. The Authority shall exercise in the manner herein provided the powers common to the Authority and the District, or as otherwise permitted under the Joint Powers Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 5.04 hereof.

As provided in the Joint Powers Act, the Authority shall be a public entity separate from CSCDA and the District. The Authority shall have the power to finance or refinance Public Capital Improvements for, and Working Capital Requirements of, any Local Agency through the acquisition or lease by the Authority of such Public Capital Improvements, the purchase by the Authority of Obligations of any Local Agency pursuant to Bond Purchase Agreements, the lending of funds by the Authority to a Local Agency or the entering into of contractual arrangements by the Authority with a Local Agency.

Section 5.02. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Joint Powers Act, including Article 4 of the Joint Powers Act, and including the power to issue Revenue Bonds under the Bond Law.

Section 5.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any Public Capital Improvement;
- (d) to sue and be sued in its own name;
- (e) to issue Revenue Bonds and otherwise to incur debts, liabilities or obligations, provided that no such Revenue Bond, debt, liability or obligation shall constitute a debt, liability or obligation of the Authority or the District;
- (f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (g) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon

the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

(h) to apply for letters of credit or other forms of financial guarantees in order to secure the repayment of Revenue Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements;

(k) to purchase Obligations of any Local Agency;

(l) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;

(m) as provided by applicable law, to employ and compensate bond counsel, financial consultants, and other advisers determined necessary by the Authority in connection with the issuance and sale of any Revenue Bonds;

(n) to take title to, and sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in lands which are located within the State of California which the Authority determines are necessary or convenient for the financing or refinancing of Public Capital Improvements, or any portion thereof;

(o) to lease to and to lease from a Local Agency, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in lands which are located within the State of California which the Authority determines are necessary or convenient for the financing or refinancing of Public Capital Improvements, or any portion thereof; and

(p) to exercise any and all other powers as may be provided in the Joint Powers Act.

Section 5.04. Manner of Exercising Powers. The powers of the Authority shall be exercised in the manner provided in the Joint Powers Act and shall be subject (in accordance with Section 6509 of the Joint Powers Act) to the restrictions upon the manner of exercising such powers of the District.

Section 5.05. Execution of Contracts. The Board of Directors may authorize any officer, employee or agent of the Authority to enter into any contract or execute any contract or instrument in the name of and on behalf of the Authority and such authority may be in general or confined to specific instances and, unless so authorized by the Board

of Directors, no such officer, employee or agent shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

ARTICLE VI

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Contributions. The Authority and the District may in the appropriate circumstance when required hereunder (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 6.02. Accounts and Reports. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Authority and the District and their representatives.

The Treasurer, as controller of the Authority, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of an account and record is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the District and with the county auditor of Sacramento County, and shall be sent to any public agency or person in the State of California that submits a written request to the Authority. Such report shall be filed within 12 months of the end of the Fiscal Year under examination. By unanimous request of the Board of Directors, the annual special audit may be replaced with an audit covering a two-year period.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this Section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

Section 6.03. Funds. Subject to the applicable provisions of any instrument or agreement into which the Authority may enter, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds.

ARTICLE VII

TERM; DISSOLUTION

Section 7.01. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to Section 7.02 hereof.

Section 7.02. Termination. This Agreement may be terminated by agreement of CSCDA and the District; provided, however, that this Agreement shall not be terminated so long as Revenue Bonds of the Authority are outstanding or so long as the Authority is a party to any material contract remaining in effect. Upon termination of this Agreement, the Authority shall be dissolved and, after payment or provision for payment of all debts and liabilities, the assets of the Authority shall be distributed to CSCDA and the District in such manner as shall be agreed upon by CSCDA and the District.

Each of CSCDA and the District agrees that it will not dissolve or otherwise terminate its existence so long as Revenue Bonds of the Authority are outstanding or so long as the Authority is a party to any material contract remaining in effect.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to each party hereto at the address set forth below or at such other address as is provided by a party hereto in writing to the other party hereto.

c/o District
5735 47th Avenue
Sacramento, California

Section 8.02. Section Headings. All Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Law Governing. This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 8.04. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Revenue Bonds issued by the Authority or the owners of certificates of participation in payments to be made by the Authority, CSCDA, the District or a Local Agency or by applicable regulations or laws of any jurisdiction having authority, by one or more amendments executed by the Authority and the District.

Section 8.05. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.06. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

Section 8.07. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Authority and the District. No party hereto may assign any right or obligation hereunder without the written consent of the other party hereto.

Section 8.08. Conflict-of-Interest Code. The Conflict-of-Interest Code of the District is adopted as the Conflict-of-Interest Code for the Authority. The duties of the Authority's Conflict-of-Interest Code shall apply to the Directors and Officers of the

Authority based upon the positions they hold as board members, officers and employees of the District.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____

Authorized Representative,
California Statewide Communities
Development Authority

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: _____

Authorized Representative,
Sacramento City Unified School
District

RESOLUTION NO. 13-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY APPROVING JOINT EXERCISE OF POWERS AGREEMENT WITH THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT TO FORM THE SACRAMENTO CITY SCHOOLS JOINT POWERS FINANCING AUTHORITY

WHEREAS, the Sacramento City Unified School District (the “District”) intends to cause lease-revenue bonds to be issued to refinance all or a portion of certain outstanding certificates of participation (the “Financing”);

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized by the Joint Powers Act, commencing with Section 6500 of the California Government Code (the “JPA Law”), and its Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988, as the same may be amended;

WHEREAS, to accommodate the Financing and to facilitate other possible school financings, the Authority now wishes to participate in the formation of a California joint-exercise of powers authority under the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code (the “Joint Powers Act”);

WHEREAS, there has been prepared and made available to the members of the Commission of the Authority (the “Commission”) a proposed form of joint exercise of powers agreement (the “Agreement”) between the Authority and the Sacramento City Unified School District that would form the proposed Sacramento City Schools Joint Powers Financing Authority, and the Agreement is now in substantially final form and appropriate to be executed and delivered for the purposes intended; and

WHEREAS, the Commission is fully advised in this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COMMISSION, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The form of Agreement presented at this meeting is hereby approved. Any member of the Commission, or any other person as may be designated and authorized to sign for the Authority pursuant to a resolution adopted thereby (including, without limitation, the administrative delegates duly authorized pursuant to Resolution No. 13R-20 of the Authority, adopted on September 5, 2013) (each, an “Authorized Signatory”) is and authorized to execute and deliver the Agreement on behalf of the Authority with such changes and insertions may be necessary to cause the same to carry out the intent of this Resolution and as are approved by counsel to the Authority, such approval to be conclusively evidenced by the delivery thereof.

Section 3. The officers and staff of the District, each of them individually, and authorized signatories are hereby authorized and directed to do any and all things and to execute

and deliver any and all documents that they may deem necessary or advisable in order to effectuate the provisions of this resolution. All actions heretofore taken by such officers that are in conformity with the purposes and intent of this resolution are hereby ratified, confirmed, and approved in all respects.

Section 4. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this November 7, 2013.

The undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DOES HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on November 7, 2013.

By _____
Authorized Signatory

JOINT EXERCISE OF POWERS AGREEMENT

by and between

**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT
AUTHORITY**

and

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Dated as of November __, 2013

**SACRAMENTO CITY SCHOOLS
JOINT POWERS FINANCING AUTHORITY**

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JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”), dated as of November __, 2013, is by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the “Authority”), and the SACRAMENTO CITY UNIFIED SCHOOL DISTRICT, a school district organized and existing under the laws of the State of California (the “District”).

W I T N E S S E T H:

WHEREAS, agencies formed under the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code (the “Joint Powers Act”), are permitted to provide financing for any of their members or other local agencies in the State of California in connection with the acquisition, construction and improvement of public capital improvements or working capital requirements of such members or other local agencies; and

WHEREAS, the Authority and the District desire to form an agency under the Joint Powers Act, to be known as the Sacramento City Schools Joint Powers Financing Authority, for the purpose of providing an entity which can assist in providing financing for purposes which are authorized under the Joint Powers Act;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Authority and the District do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purposes hereof, have the meanings herein specified.

“Agreement” means this Joint Exercise of Powers Agreement, as originally executed and as it may from time to time be amended in accordance with the provisions hereof.

“Authority” means the Sacramento City Schools Joint Powers Financing Authority, a joint exercise of powers agency organized and existing under and by virtue of the laws of the State of California, established pursuant to Section 2.02 hereof.

“Board of Directors” means the Board of Directors of the Authority, which shall be, *ex officio*, the Board of Education of the District.

“Bond Law” means the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of the Joint Powers Act), as now in effect or hereafter amended, Article 2 of the Joint Powers Act, as now in effect or hereafter amended, or any other law available for use by the Authority in the authorization and issuance of Revenue Bonds to provide for the financing or refinancing of Public Capital Improvements for, or Working Capital Requirements of, a Local Agency.

“Bond Purchase Agreement” means an agreement between the Authority and a Local Agency, pursuant to which the Authority agrees to purchase Obligations from a Local Agency.

“Chief Business Officer” means the Chief Business Officer of the District or, if at any time there is no Chief Business Officer of the District, the officer of the District that performs functions for the District similar to those performed by the Chief Business Officer of the District as of the date of this Agreement.

“CSCDA” means the California Statewide Communities Development Authority, a school district organized and existing under the laws of the State of California, and its successors.

“Fiscal Year” means the period from July 1 in any calendar year to and including June 30 in the succeeding calendar year.

“District” means the Sacramento City Unified School District, a school district organized and existing under and by virtue of the laws of the State of California.

“Joint Powers Act” means the Joint Exercise of Powers Act, Section 6500 *et seq.* of the California Government Code.

“Local Agency” means the Authority, the District or any other school district of the State of California.

“Obligations” has the meaning ascribed to the term “Bonds” in Section 6585(c) of the Joint Powers Act.

“Public Capital Improvements” has the meaning ascribed to such term in Section 6585(g) of the Joint Powers Act.

“Revenue Bonds” means bonds, notes, commercial paper, floating rate and variable maturity securities, and any other evidences of indebtedness of the Authority and also includes certificates of participation and lease purchase agreements.

“Superintendent” means the Superintendent of the District or, if at any time there is no Superintendent of the District, the officer of the District that performs functions for the District similar to those performed by the Superintendent of the District as of the date of this Agreement.

“Working Capital Requirements” means the requirements of any Local Agency for funds to be used by, or on behalf of, such Local Agency for any purpose for which such Local Agency may borrow money pursuant to Section 53852 of the California Government Code.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Joint Powers Act providing for the joint exercise of powers common to CSCDA and the District, and for other purposes as permitted under the Joint Powers Act and the Bond Law. The purpose of this Agreement is to provide for the financing or refinancing of Public Capital Improvements for, and Working Capital Requirements of, any Local Agency through the acquisition or lease by the Authority of such Public Capital Improvements, the purchase by the Authority of Obligations of any Local Agency pursuant to Bond Purchase Agreements, the lending of funds by the Authority to a Local Agency or the entering into of contractual arrangements by the Authority with a Local Agency.

Section 2.02. Creation of Authority. Pursuant to the Joint Powers Act, there is hereby created a public entity to be known as the "Sacramento City Schools Joint Powers Financing Authority." The Authority shall be a public entity separate and apart from CSCDA and the District, and shall administer this Agreement.

Section 2.03. Principal Office. The principal office of the Authority for the transaction of business shall be c/o District, 5735 47th Avenue, Sacramento, California. The Board of Directors may from time to time, by resolution, change the principal office of the Authority from one location to another. Any such change of the principal office of the Authority shall not be deemed to be an amendment of this Agreement.

Section 2.04. Fiscal Year. The Fiscal Year of the Authority shall commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year.

Section 2.05. Non-Liability For Obligations of Authority. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities or obligations of CSCDA or the District. No member, officer, agent or employee of the Authority shall be individually or personally liable for the payment of the principal of or premium or interest on any obligations of the Authority or be subject to any personal liability or accountability by reason of any obligations of the Authority; provided, however, that nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by the instruments authorizing the issuance of any obligations of the Authority.

Section 2.06. Indemnity by Authority for Litigation Expenses of Officer, Director or Employee. Should any director, officer or employee of the Authority be sued, either alone or with others, because he or she is or was a director, officer or employee of the Authority, in any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Authority or by the Authority, indemnity for such person's reasonable expenses, including attorneys' fees incurred in the defense of the proceedings, may be assessed against the Authority or its receiver by the court in the same or a separate proceeding if the person sued acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was

unlawful. The amount of such indemnity shall equal the amount of the expenses, including attorneys' fees, incurred in the defense of the proceeding.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Board of Directors. The Authority shall be administered by the Board of Directors, which shall be, *ex officio*, the Board of Education of the District (“Board of Education”).

Each member shall assume membership on the Board of Directors upon his or her becoming a member of the Board of Education without any further act by any person, body or entity. Each member shall hold membership on the Board of Directors until he or she resigns from, is removed from or for any other reason no longer serves as a member of the Board of Education, without any further act by any person, body or entity.

The President and Vice-President of the Board of Education shall be the Chair and Vice-Chair, respectively of the Board of Directors and the Chair shall preside at all meetings of the Board of Directors. The Vice Chair shall preside at meetings of the Board of Directors during the absence or disability of the Chair. The Secretary and other officers and employees of the Board of Education shall serve in the same capacity for the Board of Directors.

Section 3.02. Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of the Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors of the Authority.

Section 3.03. Compensation. Members of the Board of Directors shall serve without compensation.

Section 3.04. Meetings of the Board of Directors. (a) *Call, Notice and Conduct of Meetings.* All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Section 54950 *et seq.* of the California Government Code. The procedures of the Board of Directors shall be, as nearly as possible, the procedures of the Board of Education of the District.

(b) *Regular Meetings.* Regular meetings of the Board of Directors shall be scheduled for the same time and place as the regular meetings of the Board of Education of the District, except that if no agenda items are scheduled for the Board of Directors’ regular meeting, the meeting will be deemed to be cancelled without further action. No notice of any regular meeting of the Board of Directors need be given to the members of the Board of Directors.

(c) *Special Meetings.* Special meetings of the Board of Directors shall be held whenever called by the Chair of the Board of Directors, the Executive Director of the Authority or by a majority of the members of the Board of Directors.

(d) *Quorum.* A majority of the members of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors.

Section 3.05. Actions of Board of Directors. Every act or decision done or made by a majority of the members of the Board of Directors present at, or otherwise participating in, any meeting duly called, noticed, held and conducted at which a quorum is present shall be the act or decision of the Board of Directors.

ARTICLE IV

OFFICERS, EMPLOYEES AND AGENTS

Section 4.01. Officers. The officers of the Authority shall be an Executive Director, an Associate Executive Director, a Treasurer, a Secretary and such other officers as the Board of Directors may appoint.

Section 4.02. Designation of Officers. The Superintendent shall be the Executive Director of the Authority. The Executive Director of the Authority shall always be the person then serving as the Superintendent, and each person who, currently or in the future, serves as the Superintendent shall be, during the period in which he or she serves in such capacity, Executive Director of the Authority. A person shall become Executive Director of the Authority upon his or her becoming the Superintendent, without any further act by any person, body or entity. A person shall serve as Executive Director of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Superintendent, without any further act by any person, body or entity.

The Chief Business Officer of the District shall be the Treasurer of the Authority. The Treasurer of the Authority shall always be the person then serving as the Chief Business Officer of the District, and each person who, currently or in the future, serves as the Chief Business Officer of the District shall be, during the period in which he or she serves in such capacity, Treasurer of the Authority. A person shall become Treasurer of the Authority upon his or her becoming the Chief Business Officer of the District, without any further act by any person, body or entity. A person shall serve as Treasurer of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Chief Business Officer of the District, without any further act by any person, body or entity.

The Superintendent shall be the Secretary of the Authority. The Secretary of the Authority shall always be the person then serving as the Superintendent, and each person who, currently or in the future, serves as the Superintendent shall be, during the period in which he or she serves in such capacity, Secretary of the Authority. A person shall become Secretary of the Authority upon his or her becoming the Superintendent, without any further act by any person, body or entity. A person shall serve as Secretary of the Authority until he or she resigns from the position of, is removed or for any other reason no longer serves as, the Superintendent, without any further act by any person, body or entity.

Section 4.03. Subordinate Officers. The Board of Directors may appoint such officers other than those hereinabove mentioned as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in this Agreement, or as the Board of Directors from time to time may authorize or determine.

Section 4.04. Executive Director. The Executive Director shall be the chief executive officer of the Authority and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the Authority. He or she shall

have the general powers and duties of management of the Authority and shall have such other powers and duties as may be prescribed by the Board of Directors or this Agreement.

Section 4.05. Treasurer. Subject to the applicable provisions of any Agreement or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Powers Act. The Treasurer is hereby designated as controller of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Powers Act. The controller of the Authority shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Act; provided, that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00 (excluding amounts held by a trustee or other fiduciary in connection with any Revenue Bonds). Such bond may be maintained as a part of or in conjunction with any other bond maintained on such person by the District, it being the intent of this Section not to require duplicate or overlapping bonding requirements from those bonding requirements which are otherwise applicable to the District.

Section 4.06. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office of the Authority or at such other place as the Board of Directors may order, of all meetings of the Board of Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board of Directors meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of Directors, shall keep the Authority records in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or this Agreement.

Section 4.07. Assistant Officers. The Board of Directors may appoint such assistants to act in the place of the Treasurer, Secretary or other officers of the Authority as the Board of Directors shall from time to time deem appropriate.

Section 4.08. Employees, Agents and Independent Contractors. The Board of Directors shall have the power to engage such employees as may be necessary or appropriate for the purposes of this Agreement. The Board of Directors shall also have the power to engage such agents and independent contractors as may be necessary or appropriate for purposes of this Agreement.

Section 4.09. Privileges and Immunities; No Employment by the District, the Authority or the District. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activities of officers, agents or employees of a public agency when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, employees, agents or independent contractors employed or engaged by the Authority shall be deemed, by reason of his or her employment or engagement by the Authority to be employed or engaged by the District, the Authority or the District or, by reason of his or her employment or engagement by the Authority, to be subject to any of the requirements of the District, the Authority or the District.

ARTICLE V

POWERS

Section 5.01. General Powers. The Authority shall exercise in the manner herein provided the powers common to the Authority and the District, or as otherwise permitted under the Joint Powers Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 5.04 hereof.

As provided in the Joint Powers Act, the Authority shall be a public entity separate from CSCDA and the District. The Authority shall have the power to finance or refinance Public Capital Improvements for, and Working Capital Requirements of, any Local Agency through the acquisition or lease by the Authority of such Public Capital Improvements, the purchase by the Authority of Obligations of any Local Agency pursuant to Bond Purchase Agreements, the lending of funds by the Authority to a Local Agency or the entering into of contractual arrangements by the Authority with a Local Agency.

Section 5.02. Power to Issue Revenue Bonds. The Authority shall have all of the powers provided in the Joint Powers Act, including Article 4 of the Joint Powers Act, and including the power to issue Revenue Bonds under the Bond Law.

Section 5.03. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:

- (a) to make and enter into contracts;
- (b) to employ agents or employees;
- (c) to acquire, construct, manage, maintain or operate any Public Capital Improvement;
- (d) to sue and be sued in its own name;
- (e) to issue Revenue Bonds and otherwise to incur debts, liabilities or obligations, provided that no such Revenue Bond, debt, liability or obligation shall constitute a debt, liability or obligation of the Authority or the District;
- (f) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (g) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;

(h) to apply for letters of credit or other forms of financial guarantees in order to secure the repayment of Revenue Bonds and enter into agreements in connection therewith;

(i) to carry out and enforce all the provisions of this Agreement;

(j) to make and enter into Bond Purchase Agreements;

(k) to purchase Obligations of any Local Agency;

(l) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;

(m) as provided by applicable law, to employ and compensate bond counsel, financial consultants, and other advisers determined necessary by the Authority in connection with the issuance and sale of any Revenue Bonds;

(n) to take title to, and sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in lands which are located within the State of California which the Authority determines are necessary or convenient for the financing or refinancing of Public Capital Improvements, or any portion thereof;

(o) to lease to and to lease from a Local Agency, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in lands which are located within the State of California which the Authority determines are necessary or convenient for the financing or refinancing of Public Capital Improvements, or any portion thereof; and

(p) to exercise any and all other powers as may be provided in the Joint Powers Act.

Section 5.04. Manner of Exercising Powers. The powers of the Authority shall be exercised in the manner provided in the Joint Powers Act and shall be subject (in accordance with Section 6509 of the Joint Powers Act) to the restrictions upon the manner of exercising such powers of the District.

Section 5.05. Execution of Contracts. The Board of Directors may authorize any officer, employee or agent of the Authority to enter into any contract or execute any contract or instrument in the name of and on behalf of the Authority and such authority may be in general or confined to specific instances and, unless so authorized by the Board of Directors, no such officer, employee or agent shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

ARTICLE VI

CONTRIBUTION; ACCOUNTS AND REPORTS; FUNDS

Section 6.01. Contributions. The Authority and the District may in the appropriate circumstance when required hereunder (a) make contributions from their treasuries for the purposes set forth herein, (b) make payments of public funds to defray the cost of such purposes, (c) make advances of public funds for such purposes, such advances to be repaid as provided herein, or (d) use their personnel, equipment or property in lieu of other contributions or advances.

Section 6.02. Accounts and Reports. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Authority and the District and their representatives.

The Treasurer, as controller of the Authority, shall either make or contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards. When such an audit of an account and record is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with the District and with the county auditor of Sacramento County, and shall be sent to any public agency or person in the State of California that submits a written request to the Authority. Such report shall be filed within 12 months of the end of the Fiscal Year under examination. By unanimous request of the Board of Directors, the annual special audit may be replaced with an audit covering a two-year period.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants, in making an audit pursuant to this Section shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for the purpose.

Section 6.03. Funds. Subject to the applicable provisions of any instrument or agreement into which the Authority may enter, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have custody of and disburse Authority funds.

ARTICLE VII

TERM; DISSOLUTION

Section 7.01. Term. This Agreement shall become effective, and the Authority shall come into existence, on the date of execution and delivery hereof, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to Section 7.02 hereof.

Section 7.02. Termination. This Agreement may be terminated by agreement of CSCDA and the District; provided, however, that this Agreement shall not be terminated so long as Revenue Bonds of the Authority are outstanding or so long as the Authority is a party to any material contract remaining in effect. Upon termination of this Agreement, the Authority shall be dissolved and, after payment or provision for payment of all debts and liabilities, the assets of the Authority shall be distributed to CSCDA and the District in such manner as shall be agreed upon by CSCDA and the District.

Each of CSCDA and the District agrees that it will not dissolve or otherwise terminate its existence so long as Revenue Bonds of the Authority are outstanding or so long as the Authority is a party to any material contract remaining in effect.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.01. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to each party hereto at the address set forth below or at such other address as is provided by a party hereto in writing to the other party hereto.

c/o District
5735 47th Avenue
Sacramento, California

Section 8.02. Section Headings. All Section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the Section referred to or to define or limit the scope of any provision of this Agreement.

Section 8.03. Law Governing. This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 8.04. Amendments. This Agreement may be amended at any time, or from time to time, except as limited by contract with the owners of Revenue Bonds issued by the Authority or the owners of certificates of participation in payments to be made by the Authority, CSCDA, the District or a Local Agency or by applicable regulations or laws of any jurisdiction having authority, by one or more amendments executed by the Authority and the District.

Section 8.05. Enforcement by Authority. The Authority is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law to enforce this Agreement.

Section 8.06. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

Section 8.07. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Authority and the District. No party hereto may assign any right or obligation hereunder without the written consent of the other party hereto.

Section 8.08. Conflict-of-Interest Code. The Conflict-of-Interest Code of the District is adopted as the Conflict-of-Interest Code for the Authority. The duties of the Authority's Conflict-of-Interest Code shall apply to the Directors and Officers of the Authority based upon the positions they hold as board members, officers and employees of the District.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Exercise of Powers Agreement to be executed by their respective officers thereunto duly authorized, all as of the day and year first written above.

**CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT
AUTHORITY**

By: _____
Authorized Representative, California
Statewide Communities Development
Authority

**SACRAMENTO CITY UNIFIED
SCHOOL DISTRICT**

By: _____
Authorized Representative, Sacramento
City Unified School District