



CSCDA
 CALIFORNIA STATEWIDE COMMUNITIES
 DEVELOPMENT AUTHORITY



REGULAR MEETING AGENDA

March 5, 2020 at 2:00 p.m.

**League of California Cities
 1400 K Street, 3rd Floor, Sacramento, CA 95814**

Telephonic Locations:

County of Solano
 675 Texas Street, Fairfield, CA 94533

709 Portwalk Place
 Redwood City, CA 94061

77 De Silva Island Drive
 Mill Valley, CA 94941

City of Sausalito
 420 Litho Street, Sausalito, CA 94965

County of Kern
 1115 Truxtun Avenue, Bakersfield, CA 93301

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

A. OPENING AND PROCEDURAL ITEMS

1. Roll Call.

<input type="checkbox"/> Kevin O'Rourke, Chair <input type="checkbox"/> Tim Snellings, Vice Chair <input type="checkbox"/> Brian Moura, Secretary <input type="checkbox"/> Jordan Kaufman, Treasurer <input type="checkbox"/> Dan Mierzwa, Member	<input type="checkbox"/> Brian Stiger, Member <input type="checkbox"/> Marcia Raines, Member <input type="checkbox"/> Michael Cooper, Alt. Member <input type="checkbox"/> Niroop Srivatsa, Alt. Member
---	--
2. Consideration of the Minutes of the February 20, 2020 Regular Meeting.
3. Public Comment.

B. ITEMS FOR CONSIDERATION

4. Consideration of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2020 at ___: __ __m, Signed _____. Please email signed page to info@cscda.org

- a. Concord RHF Partners, L.P. (The Concord Apartments), City of Pasadena, County of Los Angeles; issue up to \$46,645,814 in multi-family housing revenue bonds.
- b. Holiday Manor Apartments, LP (Holiday Manor Apartments), City of Oxnard, County of Ventura; issue up to \$60,000,000 in multi-family housing revenue bonds.
- c. Pacific Palms Apartments, LP (Pacific Palms Apartments), City of Palm Springs, County of Riverside; issue up to \$18,000,000 in multi-family housing revenue bonds.

C. STAFF ANNOUNCEMENTS, REPORTS ON ACTIVITIES OR REQUESTS

- 5. Executive Director Update.
- 6. Staff Updates.
- 7. Adjourn.

NEXT MEETING: Thursday, March 19, 2020 at 2:00 p.m.
California State Association of Counties
1100 K Street, 1st Floor, Sacramento, CA 95814



TABLE OF CONTENTS
March 5, 2020

Item 2	February 20, 2020 Regular Meeting Minutes	Page 4
Item 4a	Concord Apartments	Page 7
Item 4b	Holiday Manor Apartments	Page 16
Item 4c	Pacific Palms Apartments	Page 25



Special Meeting

Item 3	Sand Creek CFD	Page 36
--------	----------------	---------



MINUTES

REGULAR MEETING OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

February 20, 2020 at 2:00 p.m.

California State Association of Counties
1100 K Street, 1st Floor, Sacramento, CA 95814

Commission Chair Kevin O'Rourke called the meeting to order at 2:04 pm.

1. Roll Call.

Commission members present: Kevin O'Rourke

Commission members participating via teleconference: Dan Mierzwa, Marcia Raines, Michael Cooper and Niroop Srivatsa.

Others present: Jon Penkower, Bridge Strategic Partners; James Hamill, Bridge Strategic Partners; and Sedy Young, CSAC Finance Corporation.

Others participating via teleconference: Cathy Bando, CSCDA Executive Director; Trisha Ortiz, Richards Watson & Gershon.

2. Consideration of the Minutes of February 6, 2020 Regular Meeting.

The Commission approved the February 6, 2020 Regular Meeting minutes.

Motion to approve and adopt by M. Raines. Second by D. Mierzwa. Unanimously approved by roll-call vote.

3. Consideration of the Consent Calendar.

The Commission approved the Consent Calendar.

1. Consideration of agreement with DTA for assessment administrator services associated with Greenworks Lending Open PACE program.
2. Consideration of full membership to the California Housing Consortium.
3. Inducement of Core Affordable Housing, LLC, on behalf of an affiliate to be formed California Limited Partnership, (Agrihood Senior Affordable Apartments), City of Santa

Clara, County of Santa Clara; issue up to \$60 million in multi-family housing revenue bonds.

4. Inducement of Core Affordable Housing, LLC, on behalf of an affiliate to be formed California Limited Partnership, (Gateway at Millbrae Apartments), City of Millbrae, County of San Mateo; issue up to \$45 million in multi-family housing revenue bonds.

Motion to approve items #1-3 and adopt by M. Raines. Second by N. Srivatsa. Unanimously approved by roll-call vote.

Motion to approve item #4 and adopt by K. O'Rourke. Second by D. Mierzwa. Unanimously approved by roll-call vote. M. Raines abstained.

4. Public Comment.

There was no public comment.

5. Consideration of the issuance of revenue bonds or other obligations to finance or refinance the following projects, the execution and delivery of related documents, and other related actions:

- a. Pleasant Village Preservation, LP (Pleasant Village Apartments), City of Fresno, County of Fresno; issue up to \$15,000,000 in multi-family housing revenue bonds.

Item was postponed until next meeting.

6. Consideration of a resolution adopting the inclusion of fire hardening measures as part of Open PACE.

Item was postponed until March 19, 2020.

7. Consideration of a resolution approving documents associated with Greenworks Lending Open PACE program.

Motion to approve and adopt by D. Mierzwa. Second by N. Srivatsa. Unanimously approved by roll-call vote.

8. Consideration of resolution regarding Executive Director's authority related to CSCDA's Annual Meeting.

Motion to approve and adopt by D. Mierzwa. Second by N. Srivatsa. Unanimously approved by roll-call vote.

9. Closed Session : CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) Name of Case: Martha Kirton v. Renovate America, Inc., et al. (County of Orange Superior Court Case No. 30-2019-01088873-CU-MC-CJC).

This item was cancelled

10. Report, if any, from Closed Session.

11. Executive Director Update.

Executive Director Bando had no update.

12. Staff Update.

There was no staff update.

13. Adjourn.

The meeting was adjourned at 2:13 p.m.

Submitted by: Sendy Young, CSAC Finance Corporation

NEXT MEETING: Thursday, March 5, 2020 at 2:00 p.m.
League of California Cities
1400 K Street, 3rd Floor, Sacramento, CA 95814



Agenda Item No. 4a

Agenda Report

DATE: March 5, 2020

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PROJECT: The Concord Apartments

PURPOSE: Approve the Financing of Rental Affordable Housing Project Located in the City of Pasadena, County of Los Angeles

AMOUNT: Not to Exceed \$46,645,814

EXECUTIVE SUMMARY:

The Concord Apartments (the “Project”) is the acquisition and rehabilitation of a 150-unit rental affordable housing project located in the City of Pasadena. 100% of the units will remain rent restricted for low-income senior tenants.

PROJECT DESCRIPTION:

- Acquisition and rehabilitation of 150-unit affordable rental housing facility located at 275 East Cordova Street in the City of Pasadena.
- Studio and one-bedroom apartments plus one manager’s unit.
- Community room, laundry facilities and on-site resident services.

PROJECT ANALYSIS:

Background on Applicant:

Retirement Housing Foundation, a 501c3 nonprofit organization (RHF), was founded in 1961 by two United Church of Christ clergy and a layman with a vision of providing quality housing and services for seniors. The Mission of RHF is to provide various housing options and services for older adults, low-income families, and persons with disabilities in an environment which enhances their quality of life physically, mentally, and spiritually. Today more than 22,500 people live in RHF’s 197 communities. This is RHF’s 7th financing with CSCDA.

Public Agency Approval:

TEFRA Hearing: November 4, 2019 – City of Pasadena – unanimous approval

CDLAC Approval: December 11, 2019

Public Benefits:

- 100% of the units will be rent restricted for 55 years.
 - 26% (38 units) restricted to 60% or less of area median income households.
 - 74% (111 units) restricted to 50% or less of area median income households.
 - One manager’s unit.
- The Project is in close proximity to recreational facilities, restaurants and grocery stores.

Sources and Uses:

Sources of Funds:

Tax-Exempt Bonds:	\$ 46,645,814
Tax Credits:	\$ 2,018,975
City Loan:	\$ 18,350,000
Operating Income:	\$ 2,518,874
Reserves:	\$ 2,585,560
GP Equity:	\$ 2,019
Deferred Developer Fee:	<u>\$ 2,120,000</u>
Total Sources:	\$ 74,241,242

Uses of Funds:

Acquisition:	\$ 43,505,344
Construction Costs:	\$ 19,024,020
Architecture/Engineering:	\$ 687,500
Relocation:	\$ 1,879,515
Construction Interest:	\$ 3,583,266
Developer Fee:	\$ 2,650,000
Reserves:	\$ 1,147,861
Soft Costs:	\$ 1,493,736
Cost of Issuance:	<u>\$ 270,000</u>
Total Uses:	\$ 74,241,242

Finance Partners:

Bond Counsel: Kutak Rock, LLP, Omaha

Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento

Bond Purchaser: Wells Fargo Bank, N.A.

Finance Terms:

Rating: Unrated
Term: 35 years
Method of Sale: Private Placement
Estimated Closing: April 15, 2020

CSCDA Policy Compliance:

The financing of the Project complies with CSCDA's general and issuance policies.

DOCUMENTS: (as attachments)

1. CSCDA Resolution (Attachment A)

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

CSCDA's Executive Director recommends that the Commission adopt the resolution, which:

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

ATTACHMENT A

RESOLUTION NO. 20-_____

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE ISSUANCE AND DELIVERY OF A MULTIFAMILY HOUSING REVENUE NOTE IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$46,645,814 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING PROJECT KNOWN AS THE CONCORD APARTMENTS AND APPROVING THE EXECUTION AND DELIVERY OF DOCUMENTS AND OTHER MATTERS RELATED THERETO

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 notes or bonds for the purpose of financing, among other things, the acquisition and construction 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, Concord RHF Partners, L.P., a California limited partnership (the “Borrower”), has requested that the Authority issue and sell revenue notes to assist in the financing of the acquisition and rehabilitation of a 150-unit multifamily housing development located at 275 E. Cordova Street, Pasadena, California (the “City”), known as The Concord Apartments (the “Project”);

WHEREAS, during a meeting held on December 11, 2019, the California Debt Limit Allocation Committee adopted its Resolution No. 19-208 transferring \$46,645,814 (the “Allocation Amount”) of the State of California qualified private activity bond authority from 2019 to the Authority for use in connection with the financing of the Project;

WHEREAS, the City is a Program Participant (as defined in the Agreement) of the Authority, and on November 4, 2019, following the conduct by it of a public hearing on the financing of the Project, the City Council of the City adopted Resolution No. 9749 on November 4, 2019 approving the issuance by the Authority of tax-exempt obligations for the Project for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Authority is willing to issue not to exceed \$46,645,814 aggregate principal amount of its California Statewide Communities Development Authority Multifamily Housing Revenue Note (The Concord Apartments) 2020 Series S in one or more series (the “Note”), and to loan the proceeds of the Note to the Borrower to assist in providing financing for the Project, which will allow the Borrower to reduce the cost of the Project and assist in providing housing for low income persons;

WHEREAS, there have been prepared and made available to the Commissioners of the Authority the following documents required for the issuance of the Note, and such documents are now in substantially final form and appropriate instruments to be executed and delivered for the purposes intended:

(1) Funding Loan Agreement (the “Funding Loan Agreement”), to be entered into between the Authority and Wells Fargo Bank, National Association, as the funding lender (the “Funding Lender”), providing for the issuance of the Note;

(2) Borrower Loan Agreement (the “Borrower Loan Agreement”), to be entered into by the Authority and the Borrower; and

(3) Regulatory Agreement and Declaration of Restrictive Covenants (the “Regulatory Agreement”), to be entered into by the Borrower and the Authority.

NOW, THEREFORE, BE IT RESOLVED by the members of the Commission of the Authority (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 Funding Loan Agreement, and in accordance with the Housing Law, the Authority is hereby authorized to issue the Note in one or more series. The Note shall be designated as “California Statewide Communities Development Authority Multifamily Housing Revenue Note (The Concord Apartments) 2020 Series S” with appropriate modifications and designations as necessary, in an aggregate principal amount not to exceed the Allocation Amount. The Note shall be issued in the form or forms set forth in and otherwise in accordance with the Funding Loan Agreement, and shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual or facsimile signature of any Authorized Signatory (as defined below), and attested by the manual or facsimile signature of the Secretary of the Authority, or the manual or facsimile signature of any Authorized Signatory. The Note shall be issued and secured in accordance with the terms of the Funding Loan Agreement presented to this meeting, as it may be modified as described in Section 3 below. Payment of the principal of, redemption premium, if any, and interest on, the Note shall be made solely from the sources specifically pledged therefor in the Funding Loan Agreement, and the Note shall not be deemed to constitute a debt or liability of the Authority (except to the limited extent set forth in the Funding Loan Agreement), or a debt or liability of any Program Participant or member of the Authority.

Section 3. The Funding Loan Agreement in the form presented at this meeting is hereby approved. Any member of the Commission of the Authority (each, a “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. 20R-1 of the Authority, adopted on January 23, 2020) (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 to deliver the Funding Loan Agreement, with such changes thereto 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 by the Authority of the Funding Loan Agreement. The date, maturity date or dates

(which shall not extend beyond forty years from the date of issuance), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, purchase price form, registration privileges, manner of execution, place of payment, terms of redemption and other terms of the Note shall be as provided in the Funding Loan Agreement as finally delivered by the Authority.

Section 4. The Borrower 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 Borrower Loan Agreement, with such changes thereto 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 by the Authority of the Borrower Loan Agreement.

Section 5. The Authority is hereby authorized to sell the Note to the Funding Lender pursuant to the terms and conditions of the Funding Loan Agreement.

Section 6. 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 thereto 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 by the Authority of the Regulatory Agreement.

Section 7. The Note, in the form set forth in the Funding Loan Agreement shall, when executed, be delivered to the Funding Lender in exchange for 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 Note 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 securing the repayment of the loan under the Borrower Loan Agreement and such other documents as described in the Funding Loan Agreement, the Regulatory 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 Note 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 Note, 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 Note or any redemption of the Note, 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 Funding Loan Agreement and other documents herein approved.

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

PASSED AND ADOPTED by the California Statewide Communities Development Authority this March 5, 2020.

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 regular meeting of the Commission of the Authority held in accordance with law on March 5, 2020.

By

Authorized Signatory

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the California Statewide Communities Development Authority (the "Authority") as conduit financing provider, prior to the Authority's regular meeting (the "Meeting") of its Commission (the "Commission") at which Meeting the Commission will consider the authorization of conduit revenue obligations (the "Obligations") as identified below.

1. Name of Borrower: Concord RHF Partners, L.P.
2. Authority Meeting Date: March 5, 2020
3. Name of Obligations: Multifamily Housing Revenue Note (the Concord Apartments) 2020 Series []
4. Private Placement Lender or Bond Purchaser, Underwriter or Financial Advisor (mark one) engaged by the Borrower provided the Borrower with the required good faith estimates relating to the Obligations as follows :
 - (A) The true interest cost of the Obligations, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for Obligations (to the nearest ten-thousandth of one percent): 3.5100%.
 - (B) The finance charge of the Obligations, which means the sum of all fees and charges paid to third parties: \$327,862.
 - (C) The amount of proceeds received by the public body for sale of the Obligations less the finance charge of the Obligations described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Obligations: \$46,317,952.
 - (D) The total payment amount, which means the sum total of all payments the Borrower will make to pay debt service on the Obligations plus the finance charge of the Obligations described in subparagraph (B) not paid with the proceeds of the Obligations (which total payment amount shall be calculated to the final maturity of the Obligations): \$49,983,467.
5. The good faith estimates were presented to the governing board of the Borrower, or presented to the official or officials or committee designated by the governing board of the Borrower to obligate the Borrower in connection with the Obligations or, in the absence of a governing board, presented to the official or officials of the Borrower having authority to obligate the Borrower in connection with the Obligations (mark one).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Obligations issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the Obligations and the actual amortization of the Obligations will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Borrower.

The Authority is authorized to make this document available to the public at the Meeting of the Authority.

Dated: _____, 2020.

CONCORD RHF PARTNERS, L.P.,
a California limited partnership

By: Concord MGP, LLC,
a California limited liability company,
its General Partner

By: Pasadena RHF Housing, Inc.,
a California nonprofit corporation,
its Sole Member

By: 
Name: Laverne R Joseph
Title: President



Agenda Item No. 4b

Agenda Report

DATE: March 5, 2020

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PROJECT: Holiday Manor Apartments

PURPOSE: Approve the Financing of Rental Affordable Housing Project Located in the City of Oxnard, County of Ventura

AMOUNT: Not to Exceed \$60,000,000

EXECUTIVE SUMMARY:

Holiday Manor Apartments (the “Project”) is an acquisition and rehabilitation of 252 units of rental affordable housing located in the City of Oxnard. 100% of the units will remain rent restricted for low-income residents.

PROJECT DESCRIPTION:

- Acquisition and rehabilitation of a 252-unit affordable rental housing facility located at 1924 Camino Del Sol in the City of Oxnard.
- 11.07 acre site.
- 30 two-story residential buildings, pool, picnic area, playground and laundry rooms.
- Consists of 60 one-bedroom, 100 two-bedroom and 92 three-bedroom units plus two manager’s unit.

PROJECT ANALYSIS:

Background on Applicant:

Spira Equity Partners (“Spira”) is a real estate investment and development company with socially responsible investing and environmental, social and governance principles integral to its mandate. Spira’s immediate focus is on the preservation of multifamily affordable housing utilizing low income housing tax credits. Spira’s two Co-Founders and the Managing Partners of the Fund are Stephen Ho and Robert Lee. Mr. Ho has sourced, negotiated, closed, and asset managed projects totaling \$72 million across 437 units in California and Washington. Mr. Lee has over fourteen years of experience in private equity, investing and accounting. This is Spira’s second financing with CSCDA.

Public Agency Approval:

TEFRA Hearing: November 5, 2019 – City of Oxnard – unanimous approval

CDLAC Approval: December 11, 2019

Public Benefits:

- 100% of the units will be rent restricted for 55 years.
 - 80% (199 units) restricted to 60% or less of area median income households.
 - 20% (51 units) restricted to 50% or less of area median income households.
 - Two Manager’s unit.
- The Project is in walking distance to parks, public schools and public transportation.

Sources and Uses:

Sources of Funds:

Tax-Exempt Bonds:	\$ 51,250,000
General Partner Loan:	\$ 14,990,208
General Partner Equity:	\$ 1,323,500
Tax Credit Equity:	\$ 8,052,736
Income:	\$ 5,696,349
Deferred Developer Fee:	\$ 11,010,379
Total Sources:	\$ 92,323,172

Uses of Funds:

Acquisition:	\$ 64,239,200
Construction Costs:	\$ 10,160,640
Hard Cost Contingency:	\$ 1,016,000
Architecture & Engineering:	\$ 200,000
Relocation:	\$ 192,300
Capitalized/Const. Interest:	\$ 4,070,800
Operating Reserve	\$ 845,462
Developer Fee:	\$ 11,010,379
Legal Fees:	\$ 132,000
Soft Costs:	\$ 456,391
Total Uses:	\$ 92,323,172

Finance Partners:

Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco

Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento

Private Placement Purchaser: Capital One, N.A.

Finance Terms:

Rating: Unrated
Term: 35 years
Method of Sale: Private Placement
Estimated Closing: March 25, 2020

CSCDA Policy Compliance:

The financing of the Project complies with CSCDA's general and issuance policies for unrated debt.

DOCUMENTS: (as attachments)

1. CSCDA Resolution (Attachment A)

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

CSCDA's Executive Director recommends that the Commission adopt the resolution, which:

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

ATTACHMENT A

RESOLUTION NO. 20H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTIFAMILY HOUSING REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$60,000,000 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING PROJECT GENERALLY KNOWN AS HOLIDAY MANOR 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 NOTE.

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 and execute and deliver revenue notes for the purpose of financing, among other things, the acquisition, construction and/or rehabilitation, and development 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, Holiday Manor Apartments, LP, a California limited partnership, and entities related thereto (collectively, the "Borrower"), has requested that the Authority execute and deliver its California Statewide Communities Development Authority Multifamily Housing Revenue Note (Holiday Manor Apartments) 2020 Series P (the "Note") to assist in financing the acquisition and rehabilitation of a 252-unit multifamily housing rental development located in the City of Oxnard, California (the "City"), and known as Holiday Manor Apartments (the "Project");

WHEREAS, on December 11, 2019, the Authority received a private activity bond volume cap allocation in the amount of \$51,250,000 (the "Allocation Amount") from the California Debt Limit Allocation Committee in connection with the Project;

WHEREAS, the City is a Program Participant (as defined in the Agreement) of the Authority and has authorized the issuance, execution and delivery of tax-exempt obligations for the purpose of financing the Project;

WHEREAS, the Authority is willing to execute and deliver the Note in an aggregate principal amount not to exceed \$60,000,000, provided that the portion of such Note executed and delivered as federally tax-exempt obligations shall not exceed the Allocation Amount, and to 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 and moderate income persons;

WHEREAS, pursuant to Section 5852.1 of the California Government Code, the Authority, as a conduit financing provider, has received certain representations and good faith estimates from the Borrower and has disclosed such good faith estimates as set forth in Exhibit A attached hereto;

WHEREAS, the Note is expected to be executed and delivered to Capital One, National Association (the "Funding Lender"), as the initial holder of the Note in accordance with the Authority's private placement policies and thereafter purchased by the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise ("Freddie Mac") upon the date of satisfaction of the conditions set forth in the Freddie Mac commitment related thereto;

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 execution and delivery of the Note, and such documents are now in substantial form and appropriate instruments to be executed and delivered for the purposes intended:

- (1) Funding Loan Agreement (the "Funding Loan Agreement") to be entered into among the Authority, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") and the Funding Lender;
- (2) Project Loan Agreement (the "Project Loan Agreement") to be entered into among the Authority, the Fiscal Agent and the Borrower; and
- (3) Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), to be entered into by and 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, the Funding Loan Agreement and in accordance with the Housing Law, the Authority is hereby authorized to execute and deliver the Note in one or more series. The Note shall be designated as "California Statewide Communities Development Authority Multifamily Housing Revenue Note (Holiday Manor Apartments) 2020 Series P" including, if and to the extent necessary, one or more sub-series, with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$60,000,000; provided that the aggregate principal amount of any federally tax-exempt obligations shall not exceed the Allocation Amount. The Note shall be executed and delivered in the form set forth in and otherwise in accordance with the Funding Loan Agreement, and shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and, if appropriate, attested by the manual or 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 Note shall be secured in accordance with the terms of the Funding Loan Agreement presented

to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and prepayment or redemption premium, if any, and interest on, the Note shall be made solely from amounts pledged thereto under the Funding Loan Agreement, respectively, and the Note 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 Funding Loan 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. 20R-1 of the Authority, adopted on January 23, 2020) (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 Funding 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. The date, maturity date or dates (which shall not extend beyond 45 years from the date of execution and delivery thereof), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of prepayment and other terms of the Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Project 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 Project 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. 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 execute and deliver the Note to the Funding Lender pursuant to the terms and conditions of the Funding Loan Agreement.

Section 7. The Note, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the Note by executing the certificate of authentication of the Fiscal Agent appearing thereon, and to deliver the Note, when duly executed and authenticated, to or at the direction of the Funding Lender, 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 Fiscal Agent. Such instructions shall provide for the delivery of the Note to or at the direction of the Funding Lender in accordance with the Funding Loan Agreement 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, the execution and delivery of the Note 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, assignment(s) of deed(s) of trust, any endorsement, allonge or assignment of any note and such other documents as described in the Funding Loan Agreement, and the other documents herein approved, and any documents or amendments which may be necessary to terminate any regulatory agreement or prior documents or instruments, which they, or any of them, may deem necessary or advisable in order to consummate the lawful execution and delivery of the Note, 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 execution and delivery of the Note, 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 Note or any prepayment of the Note, 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 Funding Loan Agreement and the other documents approved herein.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this March 5, 2020.

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 March 5, 2020.

By _____
Authorized Signatory

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the California Statewide Communities Development Authority (the "Authority") as conduit financing provider, prior to the Authority's regular meeting (the "Meeting") of its Commission (the "Commission") at which Meeting the Commission will consider the authorization of conduit revenue obligations (the "Obligations") as identified below.

1. Name of Borrower: **Holiday Manor Apartments, LP**
2. Authority Meeting Date:
3. Name of Obligations: [*Holiday Manor Freddie Mac TEL*]
4. Private Placement Lender or Bond Purchaser, ___ Underwriter or ___ Financial Advisor (mark one) engaged by the Borrower provided the Borrower with the required good faith estimates relating to the Obligations as follows:
 - (A) The true interest cost of the Obligations, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for Obligations (to the nearest ten-thousandth of one percent): **3.47%**.
 - (B) The finance charge of the Obligations, which means the sum of all fees and charges paid to third parties: **\$340,734**.
 - (C) The amount of proceeds received by the public body for sale of the Obligations less the finance charge of the Obligations described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Obligations: **\$55,802,266**.
 - (D) The total payment amount, which means the sum total of all payments the Borrower will make to pay debt service on the Obligations plus the finance charge of the Obligations described in subparagraph (B) not paid with the proceeds of the Obligations (which total payment amount shall be calculated to the final maturity of the Obligations): **\$2,600,815, annually**.
5. The good faith estimates provided above were ___ presented to the governing board of the Borrower, or ___ presented to the official or officials or committee designated by the governing board of the Borrower to obligate the Borrower in connection with the Obligations or, in the absence of a governing board, presented to the official or officials of the Borrower having authority to obligate the Borrower in connection with the Obligations (mark one).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Obligations issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the Obligations and the actual amortization of the Obligations will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Borrower.

The Authority is authorized to make this document available to the public at the Meeting of the Authority.

Dated: _____



Agenda Item No. 4c

Agenda Report

DATE: March 5, 2020

TO: CSCDA COMMISSIONERS

FROM: Cathy Bando, Executive Director

PROJECT: Pacific Palms Apartments

PURPOSE: Approve the Financing of Rental Affordable Housing Project Located in the City of Palm Springs, County of Riverside

AMOUNT: Not to Exceed \$18,000,000

EXECUTIVE SUMMARY:

Pacific Palms Apartments (the “Project”) is an acquisition and rehabilitation of 140 units of rental affordable housing located in the City of Palm Springs. 100% of the units will remain rent restricted for low-income residents.

PROJECT DESCRIPTION:

- Acquisition and rehabilitation of a 140-unit affordable rental housing facility located at 410 S. Calle Encilia in the City of Palm Springs.
- 6 acre site.
- 14 two-story residential buildings, pool, picnic area, playground and laundry rooms.
- Consists of 26 one-bedroom, 82 two-bedroom and 32 three-bedroom units plus two manager’s unit.

PROJECT ANALYSIS:

Background on Applicant:

Spira Equity Partners (“Spira”) is a real estate investment and development company with socially responsible investing and environmental, social and governance principles integral to its mandate. Spira’s immediate focus is on the preservation of multifamily affordable housing utilizing low income housing tax credits. Spira’s two Co-Founders and the Managing Partners of the Fund are Stephen Ho and Robert Lee. Mr. Ho has sourced, negotiated, closed, and asset managed projects totaling \$72 million across 437 units in California and Washington. Mr. Lee has over fourteen years of experience in private equity, investing and accounting. This is Spira’s third financing with CSCDA.

Public Agency Approval:

TEFRA Hearing: October 23, 2019 – City of Palm Springs – unanimous approval

CDLAC Approval: December 11, 2019

Public Benefits:

- 100% of the units will be rent restricted for 55 years.
 - 90% (124 units) restricted to 60% or less of area median income households.
 - 10% (14 units) restricted to 50% or less of area median income households.
 - Two Manager’s unit.
- The Project is in walking distance to parks and public schools.

Sources and Uses:

Sources of Funds:

Tax-Exempt Bonds:	\$ 15,650,000
General Partner Loan:	\$ 5,080,689
General Partner Equity:	\$ 909,575
Tax Credit Equity:	\$ 1,560,670
Income:	\$ 1,382,291
Deferred Developer Fee:	\$ 3,358,590
Total Sources:	\$ 27,941,815

Uses of Funds:

Acquisition:	\$ 18,000,980
Construction Costs:	\$ 4,032,000
Hard Cost Contingency:	\$ 403,200
Architecture & Engineering:	\$ 200,000
Relocation:	\$ 105,400
Capitalized/Const. Interest:	\$ 1,059,380
Operating Reserve	\$ 340,074
Developer Fee:	\$ 3,358,590
Legal Fees:	\$ 131,600
Soft Costs:	\$ 310,591
Total Uses:	\$ 27,941,815

Finance Partners:

Bond Counsel: Orrick, Herrington & Sutcliffe, LLP, San Francisco

Authority Counsel: Orrick, Herrington & Sutcliffe, LLP, Sacramento

Private Placement Purchaser: Capital One, N.A.

Finance Terms:

Rating: Unrated
Term: 35 years
Method of Sale: Private Placement
Estimated Closing: March 25, 2020

CSCDA Policy Compliance:

The financing of the Project complies with CSCDA's general and issuance policies for unrated debt.

DOCUMENTS: (as attachments)

1. CSCDA Resolution (Attachment A)

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

CSCDA's Executive Director recommends that the Commission adopt the resolution, which:

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

ATTACHMENT A

RESOLUTION NO. 20H-__

A RESOLUTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTIFAMILY HOUSING REVENUE NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000 FOR THE FINANCING OF A MULTIFAMILY RENTAL HOUSING PROJECT GENERALLY KNOWN AS PACIFIC PALMS 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 NOTE.

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 and execute and deliver revenue notes for the purpose of financing, among other things, the acquisition, construction and/or rehabilitation, and development 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, Pacific Palms Apartments, LP, a California limited partnership, and entities related thereto (collectively, the “Borrower”), has requested that the Authority execute and deliver its California Statewide Communities Development Authority Multifamily Housing Revenue Note (Pacific Palms Apartments) 2020 Series Q (the “Note”) to assist in financing the acquisition and rehabilitation of a 140-unit multifamily housing rental development located in the City of Palm Springs, California (the “City”), and known as Pacific Palms Apartments (the “Project”);

WHEREAS, on December 11, 2019, the Authority received a private activity bond volume cap allocation in the amount of \$15,650,000 (the “Allocation Amount”) from the California Debt Limit Allocation Committee in connection with the Project;

WHEREAS, the City is a Program Participant (as defined in the Agreement) of the Authority and has authorized the issuance, execution and delivery of tax-exempt obligations for the purpose of financing the Project;

WHEREAS, the Authority is willing to execute and deliver the Note in an aggregate principal amount not to exceed \$18,000,000, provided that the portion of such Note executed and delivered as federally tax-exempt obligations shall not exceed the Allocation Amount, and to 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 and moderate income persons;

WHEREAS, pursuant to Section 5852.1 of the California Government Code, the Authority, as a conduit financing provider, has received certain representations and good faith estimates from the Borrower and has disclosed such good faith estimates as set forth in Exhibit A attached hereto;

WHEREAS, the Note is expected to be executed and delivered to Capital One, National Association (the "Funding Lender"), as the initial holder of the Note in accordance with the Authority's private placement policies and thereafter purchased by the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise ("Freddie Mac") upon the date of satisfaction of the conditions set forth in the Freddie Mac commitment related thereto;

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 execution and delivery of the Note, and such documents are now in substantial form and appropriate instruments to be executed and delivered for the purposes intended:

- (1) Funding Loan Agreement (the "Funding Loan Agreement") to be entered into among the Authority, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") and the Funding Lender;
- (2) Project Loan Agreement (the "Project Loan Agreement") to be entered into among the Authority, the Fiscal Agent and the Borrower; and
- (3) Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement"), to be entered into by and 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, the Funding Loan Agreement and in accordance with the Housing Law, the Authority is hereby authorized to execute and deliver the Note in one or more series. The Note shall be designated as "California Statewide Communities Development Authority Multifamily Housing Revenue Note (Pacific Palms Apartments) 2020 Series Q" including, if and to the extent necessary, one or more sub-series, with appropriate modifications and series and sub-series designations as necessary, in an aggregate principal amount not to exceed \$18,000,000; provided that the aggregate principal amount of any federally tax-exempt obligations shall not exceed the Allocation Amount. The Note shall be executed and delivered in the form set forth in and otherwise in accordance with the Funding Loan Agreement, and shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority or the manual signature of any Authorized Signatory (as defined below), and, if appropriate, attested by the manual or 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 Note shall be secured in accordance with the terms of the Funding Loan Agreement presented

to this meeting, as hereinafter approved. Payment of the principal and purchase price of, and prepayment or redemption premium, if any, and interest on, the Note shall be made solely from amounts pledged thereto under the Funding Loan Agreement, respectively, and the Note 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 Funding Loan 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. 20R-1 of the Authority, adopted on January 23, 2020) (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 Funding 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. The date, maturity date or dates (which shall not extend beyond 45 years from the date of execution and delivery thereof), interest rate or rates (which shall not exceed 12%), interest payment dates, denominations, form, registration privileges, manner of execution, place of payment, terms of prepayment and other terms of the Note shall be as provided in the Funding Loan Agreement as finally executed.

Section 4. The Project 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 Project 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. 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 execute and deliver the Note to the Funding Lender pursuant to the terms and conditions of the Funding Loan Agreement.

Section 7. The Note, when executed, shall be delivered to the Fiscal Agent for authentication. The Fiscal Agent is hereby requested and directed to authenticate the Note by executing the certificate of authentication of the Fiscal Agent appearing thereon, and to deliver the Note, when duly executed and authenticated, to or at the direction of the Funding Lender, 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 Fiscal Agent. Such instructions shall provide for the delivery of the Note to or at the direction of the Funding Lender in accordance with the Funding Loan Agreement 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, the execution and delivery of the Note 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, assignment(s) of deed(s) of trust, any endorsement, allonge or assignment of any note and such other documents as described in the Funding Loan Agreement, and the other documents herein approved, and any documents or amendments which may be necessary to terminate any regulatory agreement or prior documents or instruments, which they, or any of them, may deem necessary or advisable in order to consummate the lawful execution and delivery of the Note, 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 execution and delivery of the Note, 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 Note or any prepayment of the Note, 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 Funding Loan Agreement and the other documents approved herein.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this March 5, 2020.

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 March 5, 2020.

By _____
Authorized Signatory

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the California Statewide Communities Development Authority (the "Authority") as conduit financing provider, prior to the Authority's regular meeting (the "Meeting") of its Commission (the "Commission") at which Meeting the Commission will consider the authorization of conduit revenue obligations (the "Obligations") as identified below.

1. Name of Borrower: **Pacific Palms Apartments, LP**
2. Authority Meeting Date:
3. Name of Obligations: [*Pacific Palms Freddie Mac TEL*]
4. Private Placement Lender or Bond Purchaser, Underwriter or Financial Advisor (mark one) engaged by the Borrower provided the Borrower with the required good faith estimates relating to the Obligations as follows:
 - (A) The true interest cost of the Obligations, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for Obligations (to the nearest ten-thousandth of one percent): **3.61%**.
 - (B) The finance charge of the Obligations, which means the sum of all fees and charges paid to third parties: **\$228,772**
 - (C) The amount of proceeds received by the public body for sale of the Obligations less the finance charge of the Obligations described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Obligations: **\$16,961,228**.
 - (D) The total payment amount, which means the sum total of all payments the Borrower will make to pay debt service on the Obligations plus the finance charge of the Obligations described in subparagraph (B) not paid with the proceeds of the Obligations (which total payment amount shall be calculated to the final maturity of the Obligations): **\$865,735, annually**.
5. The good faith estimates provided above were presented to the governing board of the Borrower, or presented to the official or officials or committee designated by the governing board of the Borrower to obligate the Borrower in connection with the Obligations or, in the absence of a governing board, presented to the official or officials of the Borrower having authority to obligate the Borrower in connection with the Obligations (mark one).

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Obligations issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the Obligations and the actual amortization of the Obligations will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the Borrower.

The Authority is authorized to make this document available to the public at the Meeting of the Authority.

Dated: _____



CSCDA
 CALIFORNIA STATEWIDE COMMUNITIES
 DEVELOPMENT AUTHORITY



SPECIAL MEETING AGENDA

**March 5, 2020 at 2:00 p.m.
 2:15 p.m. or upon adjournment of the Regular CSCDA Meeting**

**League of California Cities
 1400 K Street, 3rd Floor, Sacramento, CA 95814**

Telephonic Locations:

County of Solano
 675 Texas Street, Fairfield, CA 94533

709 Portwalk Place
 Redwood City, CA 94061

77 De Silva Island Drive
 Mill Valley, CA 94941

City of Sausalito
 420 Litho Street, Sausalito, CA 94965

County of Kern
 1115 Truxtun Avenue, Bakersfield, CA 93301

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

A. OPENING AND PROCEDURAL ITEMS

1. Roll Call.

- | | |
|---------------------------------|------------------------------------|
| _____ Kevin O'Rourke, Chair | _____ Brian Stiger, Member |
| _____ Tim Snellings, Vice Chair | _____ Marcia Raines, Member |
| _____ Brian Moura, Secretary | _____ Michael Cooper, Alt. Member |
| _____ Jordan Kaufman, Treasurer | _____ Niroop Srivatsa, Alt. Member |
| _____ Dan Mierzwa, Member | |

2. Public Comment.

B. ITEMS FOR CONSIDERATION

3. Community Facilities District No. 2020-01 (Sand Creek)
 - a. Consider the following resolutions to initiate proceedings to form Community Facilities District No. 2020-01 (Sand Creek), City of Antioch, County of Contra Costa:
 - i. A resolution approving a joint community facilities agreement and declaring intention to establish California Statewide Communities Development Authority Community Facilities District No. 2020-01 (Sand Creek), City of Antioch, County of Contra Costa, State of California, to designate Improvement Area No. 1 therein and to levy a special tax therein to finance certain public improvements, and to identify territory proposed for annexation to the Community Facilities District in the future and to levy special taxes therein.
 - ii. A resolution to incur bonded indebtedness to finance certain public improvements to mitigate the impacts of development within California Statewide Communities Development Authority Community Facilities District No. 2020-01 (Sand Creek), City of Antioch, County of Contra Costa, State of California and in and for Improvement Area No. 1 designated therein and territory proposed for annexation to the Community Facilities District in the future and calling for a public hearing.
4. Adjourn.

NEXT MEETING: Thursday, March 19, 2020 at 2:00 p.m.
California State Association of Counties
1100 K Street, 1st Floor, Sacramento, CA 95814



Agenda Item No. 3

Agenda Report

- DATE:** March 5, 2020
- TO:** CSCDA COMMISSIONERS
- FROM:** Cathy Bando, Executive Director
- PROJECT:** Sand Creek (City of Antioch) – Community Facilities District
- PURPOSE:** Consider the following resolutions to initiate proceedings to form Community Facilities District No. 2020-01 (Sand Creek), City of Antioch, County of Contra Costa, State of California (“Sand Creek CFD”):
- a. Resolution approving joint community facilities agreement and declaring intention to establish the Sand Creek CFD, to designate Improvement Area No. 1 therein and to levy a special tax to finance certain public improvements, and to identify territory proposed for annexation to the Sand Creek CFD in the future and to levy special taxes therein.
 - b. Resolution to incur bonded indebtedness to finance certain public improvements, to mitigate the impacts of development within the Sand Creek CFD and in and for Improvement Area No. 1 designated therein and territory proposed for annexation to the Sand Creek CFD in the future and calling for a public hearing.

EXECUTIVE SUMMARY:

The action requested today is the initial step in the formation of the Sand Creek Community Facilities District (CFD) located in Antioch, California (the “City”). The CFD is being formed to finance public facilities as outlined below. The City unanimously approved the formation of the CFD by CSCDA on October 23, 2018.

BACKGROUND:

The proposed project consists of a residential development on 141.6 total acres, including up to 650 single-family residential units on 127.5 acres; 31.6 acres of parks and landscaped areas (some of which overlap with the residential area); extension of Heidorn Ranch Road, Hillcrest Avenue, and Sand Creek Road; extension of a portion of the Sand Creek Trail for connection to other City and regional trails; and utility improvements. The proposed project would be constructed in two main phases arranged into six neighborhoods. On-site infrastructure for the project would consist of subdivision roads, including curbs, gutters, and sidewalks, and water, sewer, and storm drainage connections and improvements.

The financing will not exceed \$15,000,000 and will be brought back to the Commission for completion of the formation of the CFD and for final approval of the bond issuance.

COMMISSION ACTION RECOMMENDED BY THE EXECUTIVE DIRECTOR:

CSCDA's Executive Director recommends approving the following resolutions:

1. Resolution approving joint community facilities agreement and declaring intention to establish the Sand Creek CFD, to designate Improvement Area No. 1 therein and to levy a special tax to finance certain public improvements, and to identify territory proposed for annexation to the Sand Creek CFD in the future and to levy special taxes therein.
2. Resolution to incur bonded indebtedness to finance certain public improvements, to mitigate the impacts of development within the Sand Creek CFD and in and for Improvement Area No. 1 designated therein and territory proposed for annexation to the Sand Creek CFD in the future and calling for a public hearing on April 16, 2020.

Documents: https://www.dropbox.com/sh/0asshofhr4r1sev/AABcsopy9_Qmz3pfhxtuTH04a?dl=0