



**NOTICE OF REGULAR MEETING MEETING**  
**Sacramento Housing and Redevelopment  
Commission**

**Wednesday, May 6, 2015 – 6:00 pm**  
**801 12<sup>th</sup> Street**  
**2<sup>nd</sup> Floor Commission Room**  
**Sacramento CA**

**ROLL CALL**

**APPROVAL OF AGENDA**

1. APPROVAL OF MINUTES – April 1, 2015 meeting

**CITIZENS COMMENTS**

2. While the Commission welcomes and encourages participation in the Commission meetings, it would be appreciated if you would limit your comments to three minutes so that everyone may be heard. Please fill out a speaker card and present it to the Agency Clerk if you wish to speak under Citizen Comments or on a posted agenda item. Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public at this time. Commission attendees are requested to silence any electronic devices that they have in their possession.

**CONSENT**

3. Annual Report on Residential Hotels
4. Housing Trust Fund Annual Report – City of Sacramento
5. Housing Trust Fund Annual Report – County of Sacramento

**BUSINESS**

6. Approving the Execution and Delivery of a Third Amendment to the Joint Exercise of Powers Agreement related to the Sacramento City Financing Authority and other related actions

**PRESENTATIONS**

7. Annual Public Housing Assessment System (PHAS) and Section 8 Management Assessment Program (SEMAP) presentations

**EXECUTIVE DIRECTOR REPORT**

**COMMISSION CHAIR REPORT**

**ITEMS AND QUESTIONS OF COMMISSION MEMBERS**

**ADJOURNMENT**

**REPORTS:** Copies of documents relating to agenda items are available for review in the Agency Clerk's office at 801 12<sup>th</sup> Street, Sacramento CA 95814. Agendas and reports are also posted online at [www.shra.org](http://www.shra.org). Materials related to an item on this agenda submitted to after distribution of the agenda packet are available for public inspection in the Agency Clerk's office located at during normal business hours and will also be available at the meeting.

**AMERICANS WITH DISABILITIES ACT:** Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



## MINUTES

### **Sacramento Housing and Redevelopment Commission (SHRC)**

#### **Regular Meeting**

**April 1, 2015**

Meeting noticed on March 27, 2015

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Chair Griffin. A quorum of members was present.

**MEMBERS PRESENT:** Alcalay, Creswell, Griffin, Macedo, Morgan, Morton, Raab

**MEMBERS ABSENT:** Johnson (three vacancies)

**STAFF PRESENT:** Vickie Smith, LaShelle Dozier, David Levin, Christine Weichert, Tashica McIntyre, MaryLiz Paulson, Tyrone Williams, Sarah Thomas, Bern Wikhammer

APPROVAL OF AGENDA - the Chair announced that item number 4 was being dropped from the agenda.

1. **APPROVAL OF MINUTES** – March 18, 2015 meetings were approved as submitted.

#### CITIZENS COMMENTS

2. none

#### BUSINESS

3. Del Paso Nuevo Phase V

Bern Wikhammer presented the item. Mark Wiese and Richard Dana of the Development team also spoke.

The following individuals spoke in favor of the item: Kevin Daniel, Harry Block, Dorothy Hill, Louise Williams and Fatima Malik.

The following individuals spoke in opposition to the item: Christine Jefferson, Greg Jefferson, Deborah Cummins, and Kelly Cooper.

On a motion by Commissioner Morgan, seconded by Commissioner Alcalay, the Commission recommended approval of the staff recommendation for the items listed above. The votes were as follows

**AYES:** Alcalay, Creswell, Griffin, Morgan, Morton, Raab

SHRC Minutes  
April 1, 2015

NOES: none

ABSTAIN: none

ABSENT: Johnson

PRESENTATION

4. Partnership with United Way for 211 Services – item was dropped from the agenda.

EXECUTIVE DIRECTOR REPORT

LaShelle Dozier reviewed the following:

- Next meeting is tentatively scheduled for May 6th
- Reviewed Greenway Village opening.
- New county appointed commissioner Noah Painter to be at next meeting.

COMMISSION CHAIR REPORT

None

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Creswell reviewed Downtown Housing Initiative meeting and invited fellow commissioners to attend the next Engagement committee meeting on May 6<sup>th</sup>.

Commissioner Creswell also indicated that a letter regarding Boomerang funds would be sent to the City and County.

Commissioner Alcalay asked for a report back on how SHRA will save on water use.

ADJOURNMENT

As there was no further business to be conducted, Chair Griffin adjourned the meeting at 7:10 p.m.

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AGENCY CLERK



April 30, 2015

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Annual Report on Residential Hotels

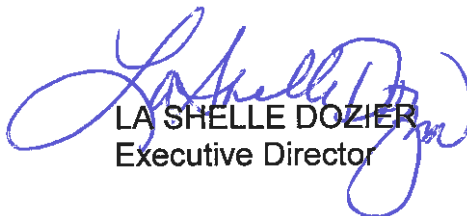
SUMMARY

The attached report is submitted to you for review prior to consideration by the City of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment



**REPORT TO COUNCIL**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Receive and File**  
**May 19, 2015**

**Honorable Mayor and Members of the City Council**

**Title: Annual Report on Residential Hotels**

**Location/Council District: Citywide**

**Recommendation: Receive and File**

**Contact:** Christine Weichert, Assistant Director, Development Finance, 440-1353  
Tyrone Roderick Williams, Director, Development, 440-1316

**Presenters:** Not Applicable

**Department:** Sacramento Housing and Redevelopment Agency

**Description/Analysis**

**Issue:** City Code Chapter 18.20 (Relocation Benefits Pertaining to Residential Hotel Unit Conversion or Demolition) and City Ordinance 2006-056 require that 712 residential hotel or comparable units be maintained within the City of Sacramento.

Pursuant to the Ordinance, the Sacramento Housing and Redevelopment Agency (SHRA) is required to provide an annual report to the Sacramento Housing and Redevelopment Commission and City Council on the number of residential hotel units withdrawn, the number of new units expected based on approved replacement housing plans, and the number of units constructed in anticipation of conversions or withdrawals. The ordinance currently pertains to nine residential hotels located in downtown Sacramento (Location Map – Attachment 1).

In order to comply with the ordinance reporting requirements, SHRA sent correspondence in January 2015 to the owners of residential hotels subject to the ordinance, including an annual certification on the status of the residential hotel.

**Current Conditions**

There are five (5) residential hotels regulated by SHRA and subject to the City Ordinance including:

## Annual Report on Residential Hotels

- 22 unit Ridgeway Studios - renovated in 2013
- 150 unit 7th & H Street Housing Community - constructed in 2012
- 105 unit Studios at Hotel Berry - renovated in 2012
- 32 unit YWCA - renovated in 2010
- 80 unit Shasta Hotel - renovated in 1994.

In addition to the five (5) SHRA regulated residential hotels, the Wendell received conversion approval to withdraw 19 units in 2009 and Marshall Hotel received conversion approval to withdraw 95 units in 2014. There are four (4) non-regulated residential hotels subject to the Ordinance:

- Capitol Park
- Congress
- Golden
- Sequoia (regulatory agreement with SHRA ended in January 2015).

With the exception of Capitol Park, vacancy rates are less than ten percent (10%). According to the Capitol Park property manager, the vacancy rate is high due to selective screening.

### Withdrawn / Replacement Housing

A list of the residential hotels covered by the Ordinance with the results of the annual certification is included as Attachment 2.

### Boulevard Court

Information on the 75-unit Boulevard Court project completed in 2011 is also included in the Certification Summary (Attachment 3). Pursuant to the project's special permit and Council Resolution 2008-526, the annual report required for the project is included in this report.

**Policy Considerations:** This report complies with City Code Section 18.20.60, which requires an annual report on the number of residential hotel units withdrawn, the number of new units expected based on approved replacement housing plans, and units constructed in anticipation of conversions or withdrawals.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The specific actions herein consist of the filing of a report and are not a project as defined by CEQA Guidelines Section 15378 (b)(5).

Annual Report on Residential Hotels

**Sustainability Considerations:** Not Applicable

**Other:** The proposed action has been analyzed in accordance with the National Environmental Policy Act (NEPA) and is Exempt under NEPA per 24 CFR 58.34(a)(3).

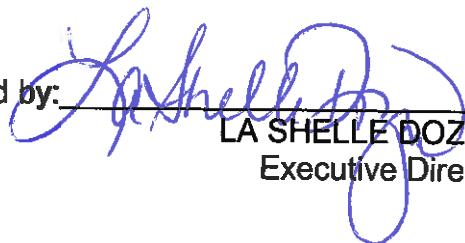
**Committee/Commission Action:** *Sacramento Housing and Redevelopment Commission:* This report was reviewed by the Sacramento Housing and Redevelopment Commission as an information only item on May 6, 2015.

**Rationale for Recommendation:** Not applicable; receive and file.

**Financial Considerations:** None

**M/WBE and Section 3 Considerations:** The items discussed in this report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements.

Respectfully Submitted by:

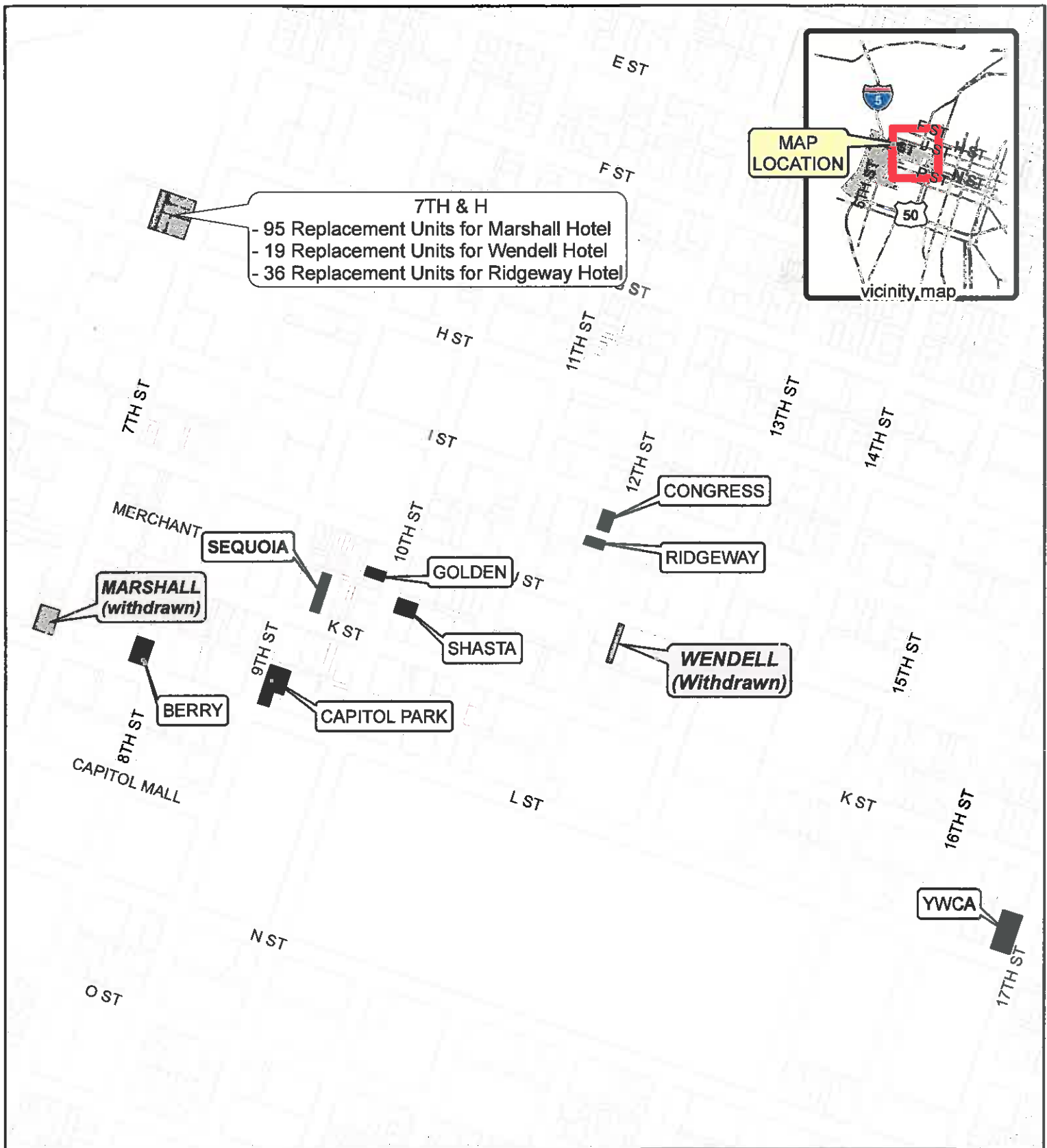
  
LA SHELLE DOZIER  
Executive Director

**Table of Contents**

Report	pg. 1
<b>Attachments</b>	
1 Map of Residential Hotels	pg. 4
2 Residential Hotel Certification Summary	pg. 5
3 Boulevard Court Certification Summary	pg. 6



# Residential Hotels Identified in City Code Chapter 18.20 Subject To, Withdrawn and /or Replacement Units



Residential Hotel Included In Ordinance
 Replacement Housing Site
 Withdrawn Unit

0 300 600 Feet



SHRA GIS  
April 7, 2015



**Revised Residential Hotel Certification Summary 2015  
May 6, 2015**

Property	Address	Subject to Ordinance	Planned Change In Use	Original Number Units	Approved Withdrawn Units	Approved Replacement Units	Current Number Units	Total Number Vacant Units	Monthly Rent w/ Bath	Monthly Rent w/o Bath	Resident Services	Agency Reg. Agmt.	Comments
Hotel Berry	729 L St.	Yes	No	105	0	0	105	0	\$533 - \$599	N/A	Yes	Yes	
Capitol Park	1125 9th St.	Yes	No	180	0	0	180	65	\$535	\$500	*	No	Five (5) vacant units used for storage, laundry, or maintenance supplies.
Congress	906 12th St.	Yes	No	27	0	0	27	3	\$525	\$500	*	No	
Golden	1010 10th St.	Yes	No	26	0	0	26	2	N/A	\$400	*	No	
Ridgeway	914 12th St.	Yes	Yes	58	36	0	22	1	\$377-\$458	N/A	Yes	Yes	7th & H provided the 36 replacement units.
Sequoia	911 K St.	Yes	No	90	0	0	90	4	\$415	\$390	*	No	
Shasta	1017 10th St.	Yes	No	80	0	0	80	4	N/A	\$422-\$437	*	Yes	
YWCA	1122 17th St.	Yes	No	32	0	0	32	3	\$638	\$323	*	Yes	
7th & H Project	625 H St.	Replacement Units	No	0	0	150	150	7	\$475-\$707	N/A	Yes	Yes	150 total units. Replacement units for the withdrawn Wendell (19), Ridgeway (36) and Marshall (95).
Marshall Hotel	1122 7th St.	No	N/A	95	95	0	0	0	N/A	N/A	N/A	N/A	7th & H provided the 95 replacement units.
Wendell	1208 J St.	No	N/A	19	19	0	0	0	N/A	N/A	N/A	N/A	7th & H provided the 19 replacement units.

**Total Current Units**  
**Total Units Subject To Ordinance**  
**Total Replacement Units Available**

**712**  
**712**  
**0**

**\* Downtown SRO  
Collaborative Services**

# **Boulevard Court Certification Summary 2015** **May 6, 2015**

<b>Property</b>	<b>Address</b>	<b>Total Number Units</b>	<b>Total Number Vacant Units</b>	<b>Mthly Rent w/ Bath</b>	<b>Resident Services</b>	<b>Agency Reg. Agmt.</b>	<b>Comments</b>
<b>Boulevard Court</b>	5321 Stockton Blvd	75	3	\$730	Yes	Yes	Management staff is preparing the vacant units for new applicants moving in by May 2015



April 30, 2015

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Housing Trust Fund annual report

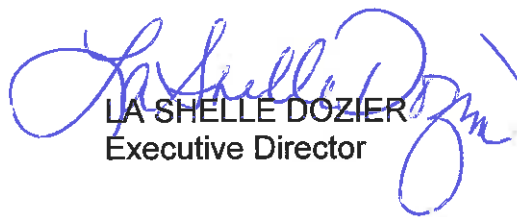
SUMMARY

The attached report is submitted to you for review prior to consideration by the City of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment



**REPORT TO COUNCIL**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Consent**  
**May 19, 2015**

**Honorable Mayor and Members of the City Council**

**Title: Housing Trust Fund Annual Report**

**Location/Council District: Citywide**

**Recommendation: Receive and file**

**Contact:** Christine Weichert, Assistant Director, Development Finance, 440-1353,  
Tyrone Roderick Williams, Director of Development, (916) 440-1316

**Presenters: N/A**

**Department: Sacramento Housing and Redevelopment Agency (SHRA)**

**Description/Analysis**

**Issue:** The City Housing Trust Fund ordinance (#89-013) was adopted by the City Council on March 7, 1989. The ordinance included a method to calculate local financing fees for affordable housing near employment centers. The City Housing Trust Fund is administered by the Sacramento Housing and Redevelopment Agency (SHRA).

Pursuant to the Mitigation Fee Act (Government Code 66000 et. seq.), SHRA is required to provide an annual report to City Council on revenue and production generated by the City Housing Trust Fund (HTF). Attachment 1 provides background information on the City Housing Trust Fund. Attachment 2 shows the fee schedule for 2015-2016. Attachment 3 charts financial information for the funds for 2014, including:

- Beginning and ending balance
- Revenue, including the amount of fees collected, interest earned, and income from loan repayments
- Amount of expenditures for projects and operations
- Amount budgeted, but not expended, for projects
- Balance available for new projects

Attachment 4 identifies current HTF projects, expenditures, and balance available. For each project the chart also identifies the HTF restricted and total number of housing units, and the loan maturity date. In 2014, expenditures

totaling \$967,723 were made for one project with 20 single family HTF units and 37 total units.

Attachment 5 identifies all properties which received Housing Trust Funds and the total number of units produced. Attachment 6 is a location map of those properties.

Parties interested in receiving notices of meetings at which this report is heard may request to be placed on a notification list. Notice of the time and place of the meeting will be mailed 15 days prior to the meeting. Written requests should be made to SHRA and are valid one year from the date on which it is filed. Renewal requests for mailed notices should be made on or before April 1<sup>st</sup> of each year.

**Policy Considerations:** There are no policy implications as a result of this informational report.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The specific actions herein consist of the filing of a report and are not a project as defined by CEQA Guidelines Section 15378 (b)(5).

**Sustainability Considerations:** Not applicable

**Other:** The National Environmental Policy Act (NEPA) does not apply.

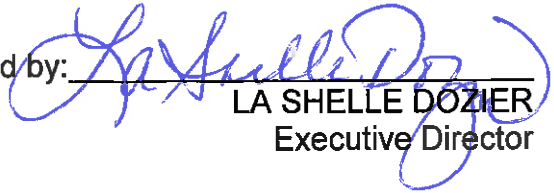
**Commission Action:** At its meeting of May 5, 2015, the Sacramento Housing and Redevelopment Commission received the information presented in this report.

**Rationale for Recommendation:** Pursuant to the Mitigation Fee Act (Government Code 66000 et. seq.), the Agency is required to provide an annual report to City Council on revenue and production generated by the City Housing Trust Fund (HTF).

**Financial Considerations:** The City has collected a total of \$34,162,684 in fees, interest, and loan income since the inception of the fund in 1989. A total of \$29,180,478 has been expended for projects and \$2,588,906 for administration, (approximately eight percent of total revenues). The balance remaining at the end of 2014 was \$2,393,300. After subtracting for projects with budgeted expenditures, the balance available for new projects is \$1,596,023 as of December 31, 2014.

**M/WBE and Section 3 Considerations and First Source:** The activities in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. First Source Considerations do not apply to this report.

Respectfully Submitted by:

  
LA SHELLE DOZIER  
Executive Director

**Table of Contents**

Report	pg. 1
<b>Attachments</b>	
1 Background	pg. 4
2 HTF Fee Schedule	pg. 5
3 2014 HTF Financial Information	pg. 6
4 2014 HTF Expenditures	pg. 7
5 Housing Trust Fund Developments	pg. 8
6 Housing Trust Fund Expenditures Map	pg. 9

## **Housing Trust Fund Annual Report Background**

The City Housing Trust Fund ordinance, which includes a North Natomas Housing Trust Fund, was adopted in 1989 to provide local financing for affordable housing near employment centers. Fees on non-residential development generate the revenue based on an economic nexus analysis which determined that the construction of commercial projects such as offices, business parks, hotels, warehouses, and shopping centers played a major role in attracting new very low and low income workers to Sacramento.

Due to the jobs/housing linkage, trust funds assist housing likely to be occupied by persons in the labor force. Overall, projects must be located within a seven-mile radius of the employment-generating uses that pay housing trust fund fees. The City's HTF benefits both very low and low income households earning up to 80 percent of the area median income.

In 2001, the City Council amended the City Housing Trust Fund ordinance to allow the use of commercial development impact fees paid into the North Natomas housing trust fund to be used for the same purposes as the citywide fund. Although the amendment integrated the purposes of the funds, it did not change their different fee schedules. The North Natomas fees are based on land use, while the City fees are based on building types.

On October 12, 2004, the City Council approved Ordinance 2004-057 instituting an automatic annual increase for the Housing Trust Fund fee based on changes in the construction cost index. The automatic increase ensures that the Fund keeps pace with housing construction costs. Attachment 2 identifies HTF fee levels for the City and North Natomas.

## HOUSING TRUST FUND FEE SCHEDULE

### CITYWIDE PROJECTS (Excluding North Natomas)

<b>BUILDING TYPE/ HTF FEE LEVEL (FEE/SQ FT)</b>	<b>Fee Schedule ( FY 2015)</b>
Office	\$2.48
Hotel	\$2.35
Research and Development	\$2.10
Commercial	\$1.98
Manufacturing	\$1.55
Warehouse/Office*	\$0.90
Warehouse	\$0.68
* Warehouse buildings with a minor portion (25% maximum) of the space improved for incidental office use.	

### NORTH NATOMAS PROJECTS ONLY

<b>Use*/ HTF Fee Level (fee/sq ft)</b>	<b>Fee Schedule (FY 2015)</b>
Highway Commercial	\$2.71
Community/Neighborhood Commercial	\$2.04
Office/Business	\$2.04
M-50	\$1.73
M-20	\$1.43
Light Industrial	\$1.11
* Each nonresidential development project will be subject to a fee which is based on the applicable North Natomas community plan land use category.	



**2014 City Housing Trust Fund Financial Information****2014**

<b>Beginning Balance</b>		<b>\$2,456,966</b>
<b>Fees Collected</b>	<b>\$387,879</b>	
<b>Interest</b>	<b>\$191,146</b>	
<b>Income / Loan Repayment*</b>	<b>\$362,430</b>	
<b>Total Income</b>		<b>\$941,455</b>
<b>Projects</b>	<b>\$967,273</b>	
<b>Operations</b>	<b>\$37,398</b>	
<b>Total Expense</b>		<b><u>(\$1,005,121)</u></b>
<b>End Balance</b>		<b>\$2,393,300</b>

**Remaining Project Budgets**

<b>Del Paso Nuevo Phase 4</b>	<b>\$7,277</b>
<b>700 Block of K Street</b>	<b><u>\$790,000</u></b>
<b>TOTAL</b>	<b>\$797,277</b>
<b>Balance Available for Projects</b>	<b>\$1,596,023</b>

### 2014 City Housing Trust Fund Expenditures

Project Name	Address	HTF Units	Total Units	Total HTF Budgeted	2014 HTF Expenditure	Remaining Balance	Loan Maturity Date
Del Paso Nuevo Phase 4	Hayes Avenue Vicinity	20	37	\$975,000	\$967,723	\$7,277	5/1/2017
	<b>TOTAL</b>	<b>20</b>	<b>37</b>	<b>\$975,000</b>	<b>\$967,723</b>	<b>\$7,277</b>	

**HOUSING TRUST FUND DEVELOPMENTS**

<b>Project Status</b>	<b>Project Name</b>	<b>Total Units</b>
Completed	1048 Jean Avenue	1
Completed	10th And T	13
Completed	1100 Harris Avenue	1
Completed	1221 Rivera Drive	1
Completed	1440 Rene Avenue	1
Completed	1500 Q Street	6
Completed	18th & L Mixed-Use Development	176
Completed	2151 68th Avenue	1
Completed	2221 63rd Avenue	1
Completed	2761 Utah Street	1
Completed	3836 Dayton St.	1
Completed	63 Butterworth Ave.	1
Under Construction	700 Block	137
Completed	729 Morrison Avenue	1
Completed	7445 Carella Drive	1
Completed	7588 Red Willow Street	1
Completed	7672 Manorside Drive	1
Completed	7860 Deerhaven Way	1
Completed	7th & H	150
Completed	Atrium Court Apartments	224
Completed	Copperstone Village	103
Completed	Coral Gables Apartments	4
Completed	Danbury Park	140
Completed	Del Paso Nuevo	54
Completed	Del Paso Nuevo Unit 2	23
Under Construction	Del Paso Nuevo Unit 4	37
Completed	Fremont Mews	119
Completed	Kelsey Village	20
Completed	Kennedy Estates Apartments	98
Completed	La Valentina	81
Completed	Land Park Woods	75
Completed	Lemon Hill Townhomes	74
Completed	Morrison Point Subdivision	22
Completed	North Avenue Apartments	80
Completed	Pensione K Apartments	137
Completed	Phoenix Park	360
Completed	Phoenix Park II	182
Completed	Ridgeway Studios	22
Completed	Silverado Creek Apartments	168
Completed	St Anton Building	64
Completed	Surreal Estates, Ink	11
Completed	Terracina Gold, Village 1 And 3	160
Completed	Terracina Gold, Village 2	120
Completed	Terracina Meadows Apartments	156
Completed	Valencia Point	168
Completed	Victory Townhomes/Evergreen	76
Completed	Willow Glen	135
<b>Total</b>		<b>3,409</b>

The map displays the City of Del Paso Heights, California, with its irregular boundary line. Major roads are shown as thick lines, including Del Paso Rd, Main Ave, South Ave, and others. The map also shows the locations of the Del Paso Heights High School and the Del Paso Heights Community Center. The map is oriented with North at the top.

1. The first step is to identify the problem.

▲

●

A horizontal number line with three tick marks labeled 0, 1, and 2. The tick mark at 1 is the midpoint between 0 and 2.



10



April 30, 2015

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Housing Trust Fund annual report

SUMMARY

The attached report is submitted to you for review prior to consideration by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment

# COUNTY OF SACRAMENTO CALIFORNIA

For the Agenda of:  
May 19, 2015

To: Board of Supervisors of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency

Subject: Housing Trust Fund Annual Report  
Supervisory District: All

Contact: Christine Weichert, Assistant Director, Development Finance, 440-1353,  
Tyrone Roderick Williams, Director of Development, (916) 440-1316

## **Overview**

This report provides information on the status of the County Housing Trust Fund for calendar year 2014. No action is required.

## **Recommendations**

This item is for information only and no action is required.

## **Measures/Evaluation**

Sacramento Housing and Redevelopment Agency (SHRA) develops and finances a continuum of affordable housing projects. This report provides the status of the County's Housing Trust Fund for 2014 and the expenditures made toward this goal.

## **Fiscal Impact**

None

## **BACKGROUND**

Pursuant to the Mitigation Fee Act (Government Code 66000 et. seq.), this report provides the public with information on revenue and production generated by the County Housing Trust Fund for calendar year 2014.

The County Housing Trust Fund (HTF) ordinance was adopted in 1990 to raise local financing for affordable housing near employment centers. Fees on non-residential developments generate revenue based on an economic nexus analysis. The analysis determined that the construction of commercial projects such as offices, business parks, hotels, warehouses, and shopping centers played a major role in attracting new very low- and low-income workers to Sacramento. The fee-generated revenue is used to develop affordable housing units with the goal of increasing the supply available for lower income workers. SHRA administers these funds on behalf of the County of Sacramento.

## **DISCUSSION**

The County's Housing Trust Fund benefits very low-income households who earn up to 50 percent of the County median income. The jobs/housing linkage requires that housing projects funded with HTF be occupied by persons in the labor force. Additionally, projects must be located within a seven-mile radius of the employment-generating uses that pay Housing Trust Fund fees.

The current fee schedule is as follows:

Building Use	Fee Per Square Foot
Office	\$.97
Hotel	\$.92
Research & Development	\$.82
Commercial	\$.77
Manufacturing	\$.61
Warehouse	\$.26

Attachment 1 provides financial information for the fund in 2014, including:

- beginning and ending balance
- revenue, including the amount of fees collected, interest earned, and income from loan repayments
- amount of expenditures for projects and operations
- amount budgeted, but not expended, for projects
- balance available for new projects

Attachment 2 identifies current HTF projects, expenditures, and balance available. For each project the chart also identifies the HTF restricted units, the total number of housing units, and the loan maturity date. In 2014, an expenditure totaling \$130,000 was made for Colonia San Martin which has 40 HTF units and 60 total units. There were two loan modifications for Greenway and Los Robles whereby accrued interest to previously existing loans was incorporated into amended loans as part of rehabilitation financing. The total accrued interest converted to principal was \$580,991.

Attachment 3 identifies all properties which received Housing Trust Funds and the total number of units produced.

Parties interested in receiving notices of meetings at which this report is heard may request to be placed on a notification list. Notice of the time and place of the meeting will be mailed 15 days prior to the meeting. Written requests should be made to the Agency and are valid one year from the date on which it is filed. Renewal requests for mailed notices should be made on or before April 1<sup>st</sup> of each year.

### **COMMISSION ACTION**

At its meeting of May 5, 2015, the Sacramento Housing and Redevelopment Commission received the information presented in this report.

### **MEASURES/EVALUATIONS**

This report gives the status of the County's Housing Trust Fund for 2014 and the expenditures made toward this goal.

### **FINANCIAL ANALYSIS**

The County has collected a total of \$39,879,247 in fees, interest, and loan repayments since the inception of the fund in 1990. A total of \$29,573,686 has been expended on projects, and \$3,735,716 on administration which is approximately nine percent of total fees revenue. The 2014 ending balance was \$6,569,845. After subtracting for projects with budgeted expenditures, the balance available for new projects is \$3,723,804 as of December 31, 2014.

### **POLICY CONSIDERATIONS**

No action is required and no policy changes are being recommended.

### **ENVIRONMENTAL REVIEW**

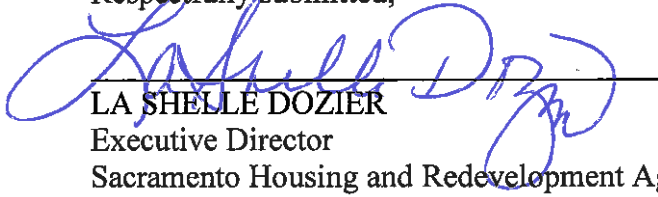
The specific actions herein consist of the filing of a report and are not a project as defined by the California Environmental Quality Act (CEQA) Guidelines Section 15378 (b)(5). The National Environmental Policy Act (NEPA) does not apply.

### **M/WBE AND SECTION 3 CONSIDERATIONS**

The activities discussed in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements.



Respectfully submitted,



LA SHELLE DOZIER  
Executive Director  
Sacramento Housing and Redevelopment Agency

APPROVED

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BRADLEY J. HUDSON  
County Executive

Attachments:

- ATT 1 – 2014 HTF Financial Information
- ATT 2 – 2014 HTF Expenditures
- ATT 3 – Housing Trust Fund Developments
- ATT 4 - Map

**2014 County Housing Trust Fund Financial Information**

		<b><u>2014</u></b>
<b>Beginning Balance</b>		\$3,898,407
<b>Fees Collected</b>	\$354,655	
<b>Interest</b>	\$1,485,543	
<b>Loan Repayment</b>	\$1,609,790	
<b>Total Income</b>		\$3,449,988
<b>Projects</b>	\$710,991	
<b>Operations</b>	\$67,559	
<b>Total Expense</b>		<u>\$778,550</u>
<b>End Balance</b>		\$6,569,845
<b>Remaining Project Budgets</b>		
Colonia San Martin (Operational Reserves)		\$846,041
Olivewood Apartments		\$2,000,000
<b>TOTAL</b>		<u>\$2,846,041</u>
<b>Balance Available for Projects*</b>		\$3,723,804

\* On February 10, 2015 the Board of Supervisors approved \$3,210,000 in Housing Trust Funds to the Anton Arcade Apartments

## 2014 County Housing Trust Fund Expenditures

<b>Project Name</b>	<b>Address</b>	<b>HTF Units</b>	<b>Total Units</b>	<b>Total HTF Budgeted</b>	<b>2014 HTF Expenditure</b>	<b>Remaining Balance</b>	<b>Loan Maturity Date</b>
Colonia San Martin (Operational Reserves)	7271 Florin Mall Drive	40	60	\$2,022,370	\$130,000	\$846,041*	11/19/2062
Olivewood Apartments	2801-2811 La Quinta Drive	21	68	\$2,000,000	\$0	\$2,000,000	4/1/2069
Greenway	6311 Sampson Boulevard	11	54	\$305,315	\$305,315	\$0	11/1/2070
Los Robles	5500 Sky Parkway	11	80	\$275,126	\$275,126	\$0	5/1/2070
		<b>83</b>	<b>128</b>	<b>\$4,602,811</b>	<b>\$710,991</b>	<b>\$2,846,041</b>	

\*Colonia San Martin has a remaining balance available for operating reserves. Construction of this project is complete.

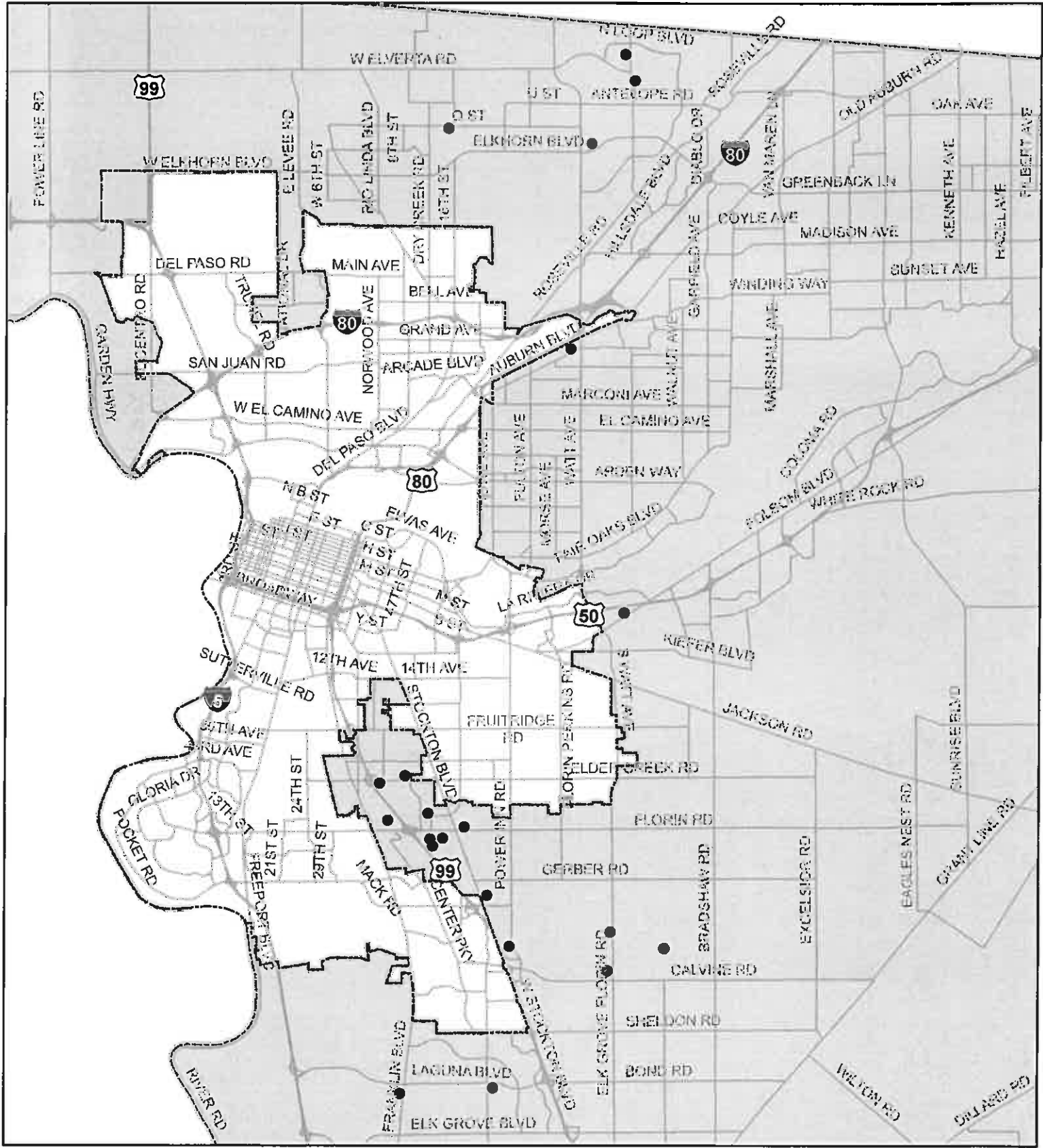
\*Greenway and Los Robles; previous loan interest added to amended rehabilitation loan.

**County Housing Trust Funds  
Developments**

<b>Project Name</b>	<b>Total Units</b>
Fleming Place	30
Danbury Park	140
Los Robles (Sky Parkway)	80
Terracina Vineyard	64
Greenway Village	54
Olivewood Apartments	68
Terracina Laguna	136
Sac Veterans Resource Center	32
Auberry Park	112
Cordova Meadows Apartments/Park Meadows	183
1500 Q Street	6
Village Crossings Apartments	196
Churchill Downs Apartments	204
Fleming Phase II	15
Arlington Creek Apartments	148
Saybrook	61
Pacific Rim/Sunnyslope	31
Mather Transitional Housing (Phase II)	273
Acacia Meadows Apartments	140
Colonia San Martin	60
Asbury Place	104
Norden Terrace Apartments	204
Arbor Creek Family Apartments	102
Florin Woods/Crossroads Gardens	70
Morse Glen Estates (Lerwick)	50
<b>TOTAL UNITS</b>	<b>2,575</b>



# Housing Trust Fund Expenditures



Sacramento County

● Housing Trust Fund Funded Project



SHRA GIS  
April 27, 2015



April 30, 2015

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

**SUBJECT:**

Approving the Execution and Delivery of a Third Amendment to the Joint Exercise of Powers agreement related to the Sacramento City Financing Authority and other related action.

**SUMMARY**

The City of Sacramento Treasurer's office is requesting Commission review of the attached report prior to consideration by the City of Sacramento.

**RECOMMENDATION**

City staff request approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment

**REPORT TO COUNCIL, HOUSING AUTHORITY AND  
REDEVELOPMENT AGENCY  
SUCCESSOR AGENCY  
City of Sacramento  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)**

**Consent  
May 12, 2015**

**Honorable Mayor and Members of the City Council  
Chair and Members of the Housing Authority and Redevelopment Agency  
Successor Agency Boards**

**Title: Approving the Execution and Delivery of a Third Amendment to the Joint  
Exercise of Powers Agreement related to the Sacramento City Financing  
Authority and other related actions**

**Location/Council District: Citywide**

**Recommendation:** Staff recommends adoption of the attached **City Council, Housing Authority and Redevelopment Agency Successor Agency Resolutions** which: 1) approve the proposed Third Amendment to the Sacramento City Financing Authority Joint Powers Agreement, 2) authorize the Chairperson and the Executive Director of the Housing Authority, or their designee's, to sign and deliver the Third Amendment, as approved by legal counsel to the Housing Authority, 3) authorize the Clerk or Clerk's designee to attest the signature of the Authorized Officer who signs the Third Amendment, 4) authorize each Officer to do any and all things necessary to implement the Third Amendment, and 5) make related findings

**Contact:** Russ Fehr, City Treasurer, 808-5168

**Presenters:** not applicable

**Department:** City Treasurer's office

**Description/Analysis**

**Issue Detail:** In 1989, the City and the Redevelopment Agency of the City of Sacramento (the "RDA") entered into a Joint Exercise of Powers Agreement (the "Original JPA") by which they created the Sacramento City Financing Authority ("SCFA") for the purposes set forth in the Original JPA and to exercise the powers described in the Original JPA.

## JPA Third Amendment

The City and the RDA subsequently amended the Original JPA by entering into two amendments to the Original JPA, both dated as of April 1, 1999.

Following the dissolution of redevelopment agencies statewide, the City elected to become the RDA's "successor agency." As such, the City acts as a separate legal entity known as the Successor Agency to the Redevelopment Agency of the City of Sacramento ("RASA"). By law, RASA succeeded the RDA as a member of SCFA.

Now, the City, RASA, and the Housing Authority of the City of Sacramento (the "Housing Authority") desire to enter into third amendment to the Joint Exercise of Powers Agreement in order to substitute the Housing Authority for RASA as a member of SCFA. The City is planning to issue refunding bonds that will take out portions of the debt the Sacramento City Financing Authority ("SCFA") issued for the Sacramento City Redevelopment Agency (the "RDA"). SCFA is a JPA between the City and the RDA. Because the RDA was eliminated in 2012, Orrick, Herrington & Sutcliffe (bond counsel), recommends that the Housing Authority of the City of Sacramento be substituted for the RDA as a member of SCFA.

In addition, the City and the Housing Authority desire to enter into a separate agreement by which the City agrees to indemnify the Housing Authority against any liability that results from SCFA's acts or omissions while performing under the Original JPA as amended.

**Policy Considerations:** Substituting the Housing Authority for RASA in SCFA will not place any financial or other liabilities on the City or the Housing Authority and will not impede their independent operations.

Additionally, given the United States Department of Housing and Urban Development (HUD) directive to mitigate legal risk to the Housing Authority, and given that the Housing Authority, a separate legal entity, is unable to pay for a defense should a lawsuit arise, an indemnification agreement is legally prudent. The City's obligation to indemnify does not cover liabilities arising from the Housing Authority's own acts or omissions.

**Economic Impacts:** Not applicable, administrative action.

**Environmental Considerations:** None, as substitution of the Housing Authority as a member of the SCFA and approval of the indemnification agreement are not "projects" subject to California Environmental Quality Act (CEQA). (Cal. Code Regs., tit. 14, § 15378, subds. (b)(2), (b) (4), (b) (5).)

**Sustainability:** Not applicable, administrative action.

**Commission/Committee Action:** It is anticipated that, at its meeting of May 6, 2015, the Sacramento Housing and Redevelopment Commission will approve staff's recommendation of this item. Staff will notify the City Council if this does not occur.



JPA Third Amendment

**Rationale for Recommendation:** SCFA has been the joint-powers authority used to facilitate the City's financings. Substituting the Housing Authority for RASA in SCFA will remove the post-dissolution successor agency from SCFA. The SCFA will remain in existence as long as SCFA obligations remain outstanding (currently through 2037).

**Financial Considerations:** Because SCFA is component unit of the City, on-going administration of SCFA is integrated into the City's existing resources. There are no costs associated with entering into the indemnification agreement.

**Local Business Enterprise (LBE):** Not applicable.

Respectfully Submitted by:

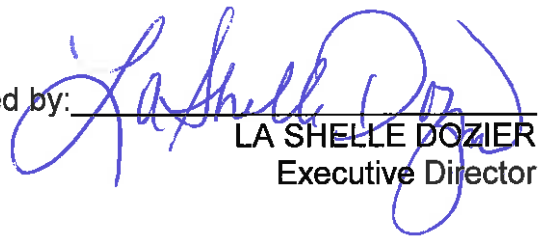
  
LA SHELLE DOZIER  
Executive Director

Table of Contents

Report	pg. 1
Attachments	
1. Housing Authority Resolution	pg. 4
2. Third Amendment to JPA	pg. 6
3. Indemnification Agreement	pg. 9

## RESOLUTION NO. 2015-XXXX

Adopted by the Housing Authority of the City of Sacramento

May [\_\_\_], 2015

### APPROVING THE EXECUTION AND DELIVERY OF A THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT RELATED TO THE SACRAMENTO CITY FINANCING AUTHORITY, AND AUTHORIZING CERTAIN OTHER RELATED ACTIONS

#### BACKGROUND:

- A. Under the Community Redevelopment Law set forth in sections 33000 through 33855 of the California Health and Safety Code (the "**Law**"), the Sacramento City Council created the former Redevelopment Agency of the City of Sacramento (the "**Former RDA**"), which was authorized to transact business and exercise its powers in accordance with the Law. Upon the dissolution of the Former RDA on February 1, 2012, under Assembly Bill XI 26 ("**AB 26**"), the City of Sacramento (the "**City**") agreed to serve as the successor agency to the Former RDA (the "**Agency**").
- B. The Joint Exercise of Powers Act, set forth in sections 6500 through 6599.3 of the California Government Code (the "**Act**"), authorizes two or more public agencies to jointly exercise by agreement any power common to them. In accordance with the Act, the City and the Former RDA entered into the Joint Exercise of Powers Agreement dated as of October 1, 1989 (the "**Original JPA**"), by which they created and established the Sacramento City Financing Authority for the purposes set forth in the Original JPA and to exercise the powers described in the Original JPA (the "**Authority**"). The City and the Former RDA subsequently amended the Original JPA by entering into the First Amendment to Joint Exercise of Powers Agreement dated as of April 1, 1999 (the "**First Amendment**"), and the Second Amendment to Joint Exercise of Powers Agreement dated as of April 1, 1999 (the "**Second Amendment**"). The Original JPA, the First Amendment, and the Second Amendment are collectively the "**Amended JPA**."
- C. The Housing Authority of the City of Sacramento (the "**Housing Authority**") desires to enter into a Third Amendment to Joint Exercise of Powers Agreement that is substantially in the form on file with the Clerk of the Sacramento Housing and Redevelopment Agency (the "**Clerk**"), a copy of which is attached to this resolution (the "**Third Amendment**"), in order to substitute the Housing Authority for the Agency as a member of the Authority.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY RESOLVES AS FOLLOWS:**

**Section 1.** The Housing Authority finds that the statements in paragraphs A, B, and C of the Background are true.

**Section 2.** The proposed form of the Third Amendment on file with the Clerk is hereby approved. The Chairperson and the Executive Director of the Housing Authority, or the designee of either of them (each an "**Authorized Officer**"), are each hereby authorized and directed, on the Housing Authority's behalf, to sign and deliver the Third Amendment, which must be substantially in the form on file with the Clerk, with such changes as the signing Authorized Officer may require or approve with the concurrence of legal counsel to the Housing Authority, such approval to be conclusively evidenced by the execution and delivery of the Third Amendment.

**Section 3.** The Clerk or the Clerk's designee is hereby authorized to attest the signature of the Authorized Officer who signs the Third Amendment.

**Section 4.** Each Authorized Officer acting alone is hereby authorized and directed to do any and all things and to sign and deliver any documents he or she may deem necessary or desirable to implement the Third Amendment and otherwise carry out, give effect to, and comply with this resolution; and all such actions previously taken by an Authorized Officer are hereby ratified.

**Section 5.** This resolution takes effect when adopted.

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**THIRD AMENDMENT TO  
JOINT EXERCISE OF POWERS AGREEMENT**

**between the**

**CITY OF SACRAMENTO**

**and**

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF  
SACRAMENTO**

**and**

**HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**

**Dated as of \_\_\_\_\_, 2015**

**relating to the  
SACRAMENTO CITY FINANCING AUTHORITY**

### THIRD AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT

This Third Amendment to Joint Exercise of Powers Agreement, dated as of \_\_\_\_\_, 2015 (this "**Third Amendment**"), is between the CITY OF SACRAMENTO, a California municipal corporation (the "**City**"); the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO (the "**Agency**"); and the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (the "**Housing Authority**").

#### Background

Under the Community Redevelopment Law set forth in sections 33000 through 33855 of the California Health and Safety Code (the "**Law**"), the Sacramento City Council created the former Redevelopment Agency of the City of Sacramento (the "**Former RDA**"), which was authorized to transact business and exercise its powers in accordance with the Law. Upon the dissolution of the Former RDA on February 1, 2012, under Assembly Bill XI 26 ("**AB 26**"), the City agreed to serve as the successor agency to the Former RDA (the "**Agency**").

The Joint Exercise of Powers Act, set forth in sections 6500 through 6599.3 of the California Government Code (the "**Act**"), authorizes two or more public agencies to jointly exercise by agreement any power common to them. In accordance with the Act, the City and the Former RDA entered into the Joint Exercise of Powers Agreement dated as of October 1, 1989 (the "**Original JPA**"), by which they created and established the Sacramento City Financing Authority for the purposes set forth in the Original JPA and to exercise the powers described in the Original JPA (the "**Authority**"). The City and the Former RDA subsequently amended the Original JPA by entering into the First Amendment to Joint Exercise of Powers Agreement dated as of April 1, 1999 (the "**First Amendment**"), and the Second Amendment to Joint Exercise of Powers Agreement dated as of April 1, 1999 (the "**Second Amendment**"). The Original JPA, the First Amendment, and the Second Amendment are collectively the "**Amended JPA**."

The City, the Agency, and the Housing Authority now desire to enter into this Third Amendment in order to substitute the Housing Authority for the Agency as a member of the Authority. The City, the Agency, and the Housing Authority are each a "**Member**" and are collectively the "**Members**" of the Authority.

***Based on the facts set forth in the Background, the parties agree as follows:***

**1. Substituted Member.** The Amended JPA is hereby amended as follows so as to substitute the Housing Authority for the Agency as a Member of the Authority:

- (a) The phrase *the Sacramento City Redevelopment Agency, a public corporation duly organized and existing under and by virtue of the laws of the State of California (the "Agency")* in the preambles of the Original JPA and the First Amendment and the phrase *the Redevelopment Agency of the City of Sacramento, a public corporation duly organized and existing under and by virtue of the laws of the State of California (the "Agency")* in the preamble of the Second Amendment are each replaced with this:

the Housing Authority of the City of Sacramento, a public agency existing under and by virtue of the laws of the State of California (the "Housing Authority")

- (b) The definition of "Agency" in Section 1 of the Original JPA is replaced with this:

Housing Authority

The term "Housing Authority" shall mean the Housing Authority of the City of Sacramento, a public agency existing under and by virtue of the laws of the State of California.

- (c) The term "Agency" is replaced with the term "Housing Authority" every place it appears in the Amended JPA.
- (d) The Housing Authority is hereby afforded the rights, benefits, and protections of the Agency (as that term is used in the Amended JPA) provided for under the Amended JPA as amended by this Third Amendment, and the Housing Authority hereby undertakes the obligations of the Agency (as that term is used in the Amended JPA) under the Amended JPA as amended by this Third Amendment. But the Housing Authority does not assume any other obligation of the Agency under any other agreement, bond, note, resolution, ordinance, agreement, or other instrument to which the Agency is a party or is otherwise subject.
- (e) The Agency is hereby relieved of the obligations of the Agency (as that term is used in the Amended JPA) under the Amended JPA as amended by this Third Amendment.

- 2. Effect of Third Amendment.** From and after the effective date of this Third Amendment, this Third Amendment and all of its provisions are part of the Amended JPA as if they were set forth in the Amended JPA. The Amended JPA as amended by this Third Amendment is hereby ratified and confirmed and will continue in full force and effect in accordance with its provisions. If any conflict exists between this Third Amendment and the Amended JPA (as in effect on the day before the effective date of this Third Amendment), then this Third Amendment will prevail. Within 30 days after the effective date of this Third Amendment, the Authority will cause a notice of this Third Amendment to be prepared and filed with the California Secretary of State in the manner set forth in section 6503.5 of the Act.
- 3. Counterparts.** The parties may execute this Third Amendment in counterparts, each of which will be deemed an original, but all of which will constitute the same document.
- 4. Effective Date.** Upon the execution and delivery hereof by the parties hereto, this Third Amendment will be effective as of the day and year first hereinabove written.

*(Signature Page Follows)*

**City of Sacramento**

By: \_\_\_\_\_  
Mayor

Attest:  
Sacramento City Clerk

By: \_\_\_\_\_

Approved as to Form  
Sacramento City Attorney

By: \_\_\_\_\_  
Joseph Cerullo  
Senior Deputy City Attorney

**Successor Agency to the Redevelopment  
Agency of the City of Sacramento**

By: \_\_\_\_\_  
Executive Director, acting for Successor  
Agency to the Redevelopment Agency of  
the City of Sacramento

Attest:  
Sacramento City Clerk, acting for Successor  
Agency to the Redevelopment Agency of the  
City of Sacramento

By: \_\_\_\_\_

**Housing Authority of the City of Sacramento**

By: \_\_\_\_\_  
Chairperson

Attest:

By: \_\_\_\_\_  
Secretary

## Indemnification Agreement

This Indemnification Agreement, dated May \_\_, 2015, for identification, is between the CITY OF SACRAMENTO, a California municipal corporation (the “City”), and the HOUSING AUTHORITY OF THE CITY OF SACRAMENTO, a public body corporate and politic (“Authority”). The City is providing the Authority with the indemnity described below so as to induce the Authority to sign a third amendment to the Joint Exercise of Powers Agreement that created the Sacramento City Financing Authority (City Agreement No. 89056, as amended by City Agreement Nos. 89-056-1 and 89-056-2) (the “JPA”) and thereby replace the Sacramento City Redevelopment Agency as a party to the JPA.

1. As used in this agreement, “Claim” means any claim, action, liability, loss, damage, or suit that arises from any liability imposed for injury caused by a negligent or wrongful act or omission occurring in the performance of activities under the JPA. To the extent permitted by law, the City shall indemnify, defend, and hold harmless the Authority and the Authority’s governing boards, commissioners, officers, directors, and employees, and their successors and assigns, against all Claims, except as follows: the City is not obligated by this agreement to the extent a Claim arises from the negligence or wrongful act or omission of the Authority or the Authority’s governing boards, commissioners, officers, directors, or employees, or their successors or assigns.
2. If a Claim is asserted, then the Authority shall provide the City with reasonably timely written notice of the Claim, and thereafter, at no expense to the Authority, the City shall indemnify, defend, and hold harmless the Authority against the Claim and any loss or liability arising under the Claim.
3. The City hereby waives and relinquishes any right of contribution it may have at any time against the Authority under California Government Code sections 895.2 and 895.6, or otherwise, for any Claim for which the City is obligated under Section 1.
4. The City shall not enter into any settlement of any litigation or other proceeding in which the City is jointly liable with the Authority (or would be if joined in the litigation or proceeding) unless the settlement provides for a full and final release of all Claims asserted against the Authority.
5. This agreement is unlimited as to amount or duration and is binding upon, and inures to the benefit of, the parties and the parties’ successors and assigns.
6. This agreement is to be governed by, and interpreted in accordance with, California law. It is effective on the date both parties have signed it, as indicated by the dates in the signature blocks below.

*(Signature Page Follows)*



**City of Sacramento**

By: \_\_\_\_\_

John Shirey, City Manager

Date: \_\_\_\_\_, 2015

Attest:

Sacramento City Clerk

By: \_\_\_\_\_

Approved as to Form

Sacramento City Attorney

By: \_\_\_\_\_

Joseph Cerullo

Senior Deputy City Attorney

**Housing Authority of the City of Sacramento**

By: \_\_\_\_\_

LaShelle Dozier, Executive Director

Date: \_\_\_\_\_, 2015

Approved as to Form

By: \_\_\_\_\_

David Levine, General Counsel