NOTICE OF REGULAR MEETING
Sacramento Housing and Redevelopment Commission
Wednesday, February 21, 2018 – 6:00 pm
801 12th Street, 2nd Floor Commission Room
Sacramento CA

ROLL CALL

APPROVAL OF AGENDA

CITIZENS COMMENTS
While the Commission welcomes and encourages participation in the Commission meetings, please limit your comments to three minutes, so that everyone may be heard. If you wish to speak under Citizens Comments or on a posted agenda item, please fill out a speaker card and present it to the Agency Clerk. SHRA provides opportunities for the public to address the Commission at this time in order to listen to opinions regarding non-agendized matters within the subject matter jurisdiction of SHRA. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be “question and answer” periods or conversations with Commission members. Members of the public with questions are encouraged to contact staff before or after the meeting. Commission attendees are requested to silence any electronic devices that they have in their possession during the meeting.

APPROVAL OF MINUTES – January 17, 2018

SPECIAL PRESENTATIONS

1. Welcome to new Commissioners Samuel Starks and Tyffanie Wedding

2. Presentation to thank past Commission Chair Cathy Creswell for her service

DISCUSSION/BUSINESS ITEMS

3. Release Of Affordable Housing Strategy, Agreement And Regulatory Agreement Requiring Construction Of Affordable Units And Approval Of A New Affordable Housing Strategy And Agreement Allowing For Payment Of Fees For The Caselman Ranch Project

INFORMATIONAL PRESENTATIONS

4. Opportunity Zone Overview

5. Twin Rivers Relocation Update

EXECUTIVE DIRECTOR REPORT

COMMISSION CHAIR REPORT

- Chair Appointments to Executive Committee

- Chair Appointments to Engagement Committee

- Chair Appointment to Sacramento Heritage Board
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 located at 801 12th Street, Sacramento CA 95814. Agendas and reports are also posted online at www.ahra.org. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Agency Clerk’s office 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)
Meeting of January 17, 2018
Meeting noticed on January 12, 2018

ROLL CALL
The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Chair Creswell.

MEMBERS PRESENT: Alcalay, Creswell, Griffin, Johnson, Macedo, Morgan, Painter Simas, Staajabu

MEMBERS ABSENT: (two vacancies)

STAFF PRESENT: La Shelle Dozier, David Levin, James Shields, Vickie Smith, Lira Goff, LaTanna Jones, Angela Jones, Sarah Thomas, Mark Hamilton, Russ Robertson, Karen Wallace, Sarah Thomas, Tyrone Williams, Mike Snyder

APPROVAL OF AGENDA – approved as submitted.

CITIZENS COMMENTS

Olga Cid and Patty Uplinger provided comment.

APPROVAL OF MINUTES – December 6, 2017 minutes were approved unanimously.

PRESENTATIONS

1. Promise Zone Update

   Tyrone Williams presented the item.

2. New SHRA Website Overview

   Michael Snyder presented the item. Commissioners Macedo, Alcalay and Staajabu offered suggestions for changes.
BUSINESS ITEMS

3. Election of SHRA Commission Chair for 2018

Commissioner Griffin nominated Tawny Macedo to serve as Chair. Commissioner Alcalay seconded the motion. Commissioner Johnson nominated Gale Morgan to serve as Chair.

General Counsel David Levin advised the group of the procedure for the nomination. As a result, Commissioner Morgan motioned to vacate the previous motions; Commissioner Griffin seconded the motion which was approved unanimously.

Chair Creswell declared that nominations for Chair of the SHRA Commission were open. Commissioner Griffin nominated Tawny Macedo to serve as Chair. Commissioner Johnson nominated Gale Morgan. Commissioner Griffin moved to close nominations without objection. The votes were as follows: Tawny Macedo – 7 votes, Gale Morgan – 2 votes. Commissioner Macedo was declared to be the Chair for 2018.

4. Election of SHRA Commission Vice-Chair for 2018

Chair Creswell declared that nominations for Vice-Chair of the SHRA Commission were open. Commissioner Alcalay nominated Matt Johnson to serve as Vice-Chair. Commissioner Painter nominated Gale Morgan. Commissioner Alcalay moved to close nominations without objection. The votes were as follows: Matt Johnson Macedo – 6 votes, Gale Morgan – 3 votes. Commissioner Johnson was declared to be the Vice-Chair for 2018.

EXECUTIVE DIRECTOR REPORT

La Shelle Dozier reviewed the following:

- Next Meeting is on February 21st.
- Two new Commissioners to join the board in February. They are Tyffanie Wedding and Samuel Stark.
- Status of Housing Choice Voucher program waitlist opening.
- Status of TCC grant application.

COMMISSION CHAIR REPORT

Chair Creswell thanked the group for allowing her to serve as Chair.
EXECUTIVE COMMITTEE MEETING REPORT

Chair Creswell reviewed items that were discussed at the Executive Committee which included: establishing regular monthly meetings, reviewing upcoming items, reviewing by-laws, receding updates on major initiatives, finding ways to have more engagement in initiatives, and the review of ongoing commissioner training and orientation.

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Simas thanked Chair Creswell for her service.

Commissioner Alcalay suggested that the Executive Committee develop a procedure for elections.

ADJOURNMENT

As there was no further business to be conducted, Chair Creswell adjourned the meeting at 7:30 pm.

__________________________________  Clerk
Sacramento Housing and Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Release Of Affordable Housing Strategy, Agreement And Regulatory Agreement Requiring Construction Of Affordable Units And Approval Of A New Affordable Housing Strategy And Agreement Allowing For Payment Of Fees For The Caselman Ranch Project

SUMMARY

The attached report is presented for your review prior to review and approval by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendation outlined in the attached report.

Respectfully submitted,

LA SHELLE DOZIER
Executive Director

Attachment
To: Board of Supervisors

From: Sacramento Housing and Redevelopment Agency

Subject: Release Of Affordable Housing Strategy, Agreement And Regulatory Agreement Requiring Construction Of Affordable Units And Approval Of A New Affordable Housing Strategy And Agreement Allowing For Payment Of Fees For The Caselman Ranch Project

Supervisory District: Kennedy

Contact: Christine Weichert, Assistant Director, 916-440-1353
Leighann Moffitt, Planning Director, 916-874-5584

Overview
In 2016, the Board of Supervisors (Board) authorized the County of Sacramento (County) to enter into an Affordable Housing Agreement (Agreement) with Taylor Morrison of California, LLC (Developer) for the Caselman Ranch project located at the northwest corner of Caselman Road and Elk Grove-Florin Road, in the South Sacramento community. The Agreement referenced the Sacramento Housing and Redevelopment Agency’s (SHRA) approved Affordable Housing Strategy (Strategy), which required 26 affordable single-family units be constructed to satisfy the requirements of the County’s Affordable Housing Ordinance (Ordinance). An Affordable Housing Regulatory Agreement (Regulatory Agreement) was also recorded against the property, requiring the units to be constructed, sold to households at or below 80 percent of the Area Median Income (AMI), and be affordable for a term of 30 years.

The Developer has requested the Agreement and Regulatory Agreement be rescinded due to challenges in identifying income eligible homebuyers. A new Affordable Housing Agreement and Strategy will instead allow the Developer to pay the Affordability Fee to comply with the Ordinance. The existing Regulatory Agreement will be released and monitoring fee payment refunded.

Recommendations
Adopt the attached Board of Supervisors Resolutions 1) authorizing the Director of Planning and Environmental Review to rescind the existing Agreement between the County and Taylor Morrison of California, LLC, and execute a new Agreement and Affordable Housing Strategy for Caselman Ranch; and 2) authorizing SHRA to release the existing Affordable Housing Regulatory Agreement for Caselman Ranch and refund the associated monitoring fee payment less processing fees.

Measures/Evaluation
This action complies with the Ordinance adopted by the Board on February 25, 2014, and will result in the payment of Affordability Fees.
Fiscal Impact

County Code Section 22.35 requires that developers pay an Affordability Fee for construction of dwelling units, and provides for a fee credit for the construction of affordable units. The current Agreement between the County and the Developer, and related Affordable Housing Strategy and Regulatory Agreement, require the construction of 26 affordable single-family units in the Caselman Ranch project. The Developer is now requesting to pay the Affordability Fee and enter into a new Agreement and Strategy with the County for fee payment of approximately $1.47 million.

BACKGROUND

The Caselman Ranch subdivision created 255 lots on the north side of Caselman Road in the Vineyard community. The project was approved by the Board on March 8, 2011 and included a Rezone, Special Development Permit, Tentative Subdivision Map, Use Permit, and Affordable Housing Plan. The Affordable Housing Plan that was approved with the project required the construction of 39 affordable for-sale units distributed throughout the project.

After the adoption of a revised Ordinance on February 25, 2014, different options became available to meet the project’s affordable housing obligation. Pursuant to County Code Section 22.35.030, the standard affordable housing component requires that development projects shall either:

1. Pay an Affordability Fee on all newly constructed market rate units; or
2. Comply with the development project’s approved affordable housing plan, if one exists; or,
3. Enter into a development agreement or other form of agreement with the County which provides for a fee credit for the production of affordable housing pursuant to Section 22.35.030(A).

The Developer elected to enter into an agreement with the County to allow a credit for the construction of a reduced number of for-sale affordable units rather than paying the Affordability Fee on the proposed 255 units. Guidelines adopted by the Board on June 9, 2015 provide guidance on how to calculate the number of homes that must be constructed to offset the required Affordability Fee. The revised number was 26 affordable for sale single-family homes for this project.

The Board approved the Affordable Housing Strategy, Agreement (Attachment 1), and Regulatory Agreement on May 24, 2016. SHRA recorded the Regulatory Agreement on July 5, 2016, which restricted sales to households at or below 80 percent Area Median Income (AMI). The Regulatory Agreement was to be monitored by SHRA for 30 years. To date, approximately 150 market rate homes have been sold and are occupied and another 50 are under construction.
DISCUSSION

On December 18, 2017, the Developer submitted a written request to SHRA to modify the approved Strategy requiring construction of 26 for-sale affordable homes (Attachment 2). The 26 deed restricted homes are currently under construction and will be available for purchase in May 2018. The Developer began marketing efforts to sell the homes in the summer of 2017 and encountered challenges in finding qualified households to purchase the 26 homes given the 80% Area Median Income (AMI) requirement set forth in the Ordinance. Currently, affordable sales prices for the homes are approximately $267,000 for a 3-bedroom home, and approximately $298,000 for a 4-bedroom home.

Should the Board approve the rescission of the Agreement, SHRA will refund the Developer $122,368 of the originally paid monitoring fee, less a $6,000 fee to process the request and release the Regulatory Agreement. The Developer will also be charged through an associated entitlement for Planning staff time related to preparing the required resolutions and agreements.

The new Agreement and new Affordable Housing Strategy (Exhibit A to Resolution) allows the Developer to pay affordability fees. For 209 permits issued prior to March 1, 2018, the anticipated Affordability Fee is approximately $1.2 million. Following payment of the Affordability Fee existing 209 units, SHRA will release the existing Regulatory Agreement and refund the previously paid monitoring fee, less the cost related to processing the new Agreement and Affordable Housing Strategy. The fee associated with the 46 permits issued after March 1, 2018 shall be paid concurrently with the payment of building permit fees for the Development Project according to the fee in effect at the time of building permit issuance.

No formal recommendation from the Vineyard Community Planning Advisory Council (CPAC) is required for this request; however, the Vineyard CPAC was notified of the requested change and Board hearing date via email. No comments were received from the Vineyard CPAC.

COMMISSION ACTION

At its meeting of February 21, 2018, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

ABSENT:

MEASURES/EVALUATIONS

This proposed modification to the previously approved Strategy complies with the Ordinance adopted by the Board on February 25, 2014.
FINANCIAL ANALYSIS

County Code Chapter 22.35 relating to the Affordable Housing Ordinance requires an Affordability Fee to be paid on residential dwelling units. Pursuant to the Ordinance, the Developer will pay an Affordability Fee of $2.69 per square foot for all 209 permits issued prior to March 1, 2018 and will pay the fee in effect for the 46 permits issued after March 1, 2018. The Affordable Housing Strategy also included the requirement of a monitoring fee of $128,368 to cover the ongoing administrative expenses related to monitoring the project during the 30-year time period. This fee was paid at the time of the recordation of the Regulatory Agreement. This fee will be refunded, less the cost related to processing the new Agreement and Affordable housing Strategy. There is no departmental budget impact.

POLICY CONSIDERATIONS

The recommended action is consistent with the adopted policy of the Ordinance and there are no changes being proposed.

ENVIRONMENTAL REVIEW

California Environmental Quality Act (CEQA): The proposed actions are administrative and therefore not subject to CEQA pursuant to CEQA Guidelines at 14 California Code of Regulations (CCR) §15378.

National Environmental Policy Act (NEPA): The proposed actions are administrative and therefore exempt pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3).

M/WBE/SECTION 3 CONSIDERATIONS

The activities recommended 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
NAVDEEP S. GILL
County Executive

By: _______________________
ADMINISTRATOR
Deputy County Executive
Release Of Affordable Housing Strategy, Agreement And Regulatory Agreement Requiring
Construction Of Affordable Units And Approval Of A New Affordable Housing Strategy And
Agreement Allowing For Payment Of Fees For The Caselman Ranch Project
Page 5

Attachments
ATT 1 – Previous Affordable Housing Agreement
ATT 2 – Developer Request to Modify Strategy
RES 1 – Rescind an Existing Agreement and Execute a New Agreement Relative to an
Affordable Housing Strategy for Caselman Ranch
EXH A to RES 1 – New Agreement Relative to an Affordable Housing Strategy
RES 2 – Release of the Existing Affordable Housing Regulatory Agreement for Caselman Ranch
and Refund the Associated Monitoring Fee Payment Less Expenses
EXH A to RES 2 – Release of Regulatory Agreement
AGREEMENT BY AND BETWEEN THE COUNTY OF SACRAMENTO AND TAYLOR MORRISON OF CALIFORNIA, LLC RELATIVE TO AN AFFORDABLE HOUSING STRATEGY FOR A PREVIOUSLY APPROVED PROJECT (04-RZB-SDP-0233) KNOWN AS CASELMAN RANCH.

THIS AGREEMENT is made and entered into as of this 24th day of May, 2016, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and TAYLOR MORRISON OF CALIFORNIA, LLC, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, the conditions of approval for Caselman Ranch (Control Number 20040233) require that DEVELOPER enter into an agreement to meet the obligations of the Affordable Housing Plan prior to recordation of final maps;

WHEREAS, prior to the recordation of the final map for phase one of Caselman Ranch, DEVELOPER reduced the number of lots from 261 to 255;

WHEREAS, Sacramento County Code section 22.35.030(A)(3) allows a fee credit toward the Affordability Fee for the construction of affordable units;

WHEREAS, the original requirement of affordable units from the adopted Affordable Housing Plan was 39 (reduced to 38 for the revised map), which is more than what would be required using the adopted Ordinance relating to Affordable Housing;

WHEREAS, DEVELOPER desires to reduce the affordable units to 26 to comply with adopted Ordinance; and

WHEREAS, COUNTY and DEVELOPER desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and DEVELOPERS agree as follows:

I. AFFORDABLE HOUSING CREDIT

DEVELOPERS shall receive credit for the construction of 26 affordable units in Caselman Ranch, without payment of the Affordability Fee for the 255 units. All units constructed shall be subject to Affordable Housing Strategy in Exhibit "A".

II. TIMING

This Agreement must be approved by the Board of Supervisors and the Regulatory Agreement must be recorded prior to the issuance of any building permits for Caselman Ranch.
III. MONITORING FEE

A monitoring fee shall be paid to the Sacramento Housing and Redevelopment Agency (SHRA) to cover the ongoing administrative expenses related to monitoring of the affordable housing units for the duration of the 30-year regulatory agreement period. The fee shall be paid at the time the Affordable Regulatory Agreement is recorded by SHRA.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

DIRECTOR
Department of Community Development
700 H Street, Sixth Floor
Sacramento, CA 95814

TO DEVELOPER

Jay Pawlek, Vice President
Taylor Morrison of California, LLC
81 Blue Ravine Road, Suite 220
Folsom, CA 95630

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

DEVELOPER shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. Any request of County for interpretation of any term
or provision of this Agreement shall be made to the DIRECTOR and counsel for County.

VII. **SUCCESSORS**

This Agreement shall bind the successors of COUNTY and DEVELOPER in the same manner as if they were expressly named.

VIII. **INTERpretation**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

IX. **DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Department of Community Development, or his/her designee.

X. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XI. **AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By [Signature] Date: 5/24/2016
MICHAEL J. PENROSE, Interim Director
Department of Community Development

Agreement Approved by the Board of Supervisors with Delegation of Authority to execute agreement:
Agenda Date: May 24, 2016
Item Number: 31
Resolution Number: 2016-0359

Taylor Morrison of California, LLC

By: John Pawlek, Vice President

Date: 4-13-2016

CONTRACT REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Kurt Whitman

Date: 4-19-16
Affordable Housing Strategy (AHS)
Construction of Single Family Affordable Housing Component
Caselman Ranch Residential Project

Proposed Project

Taylor Morrison of California, LLC, is the developer ("Developer") of that certain real property in the County of Sacramento ("County") in which the Developer proposes to develop and construct the Caselman Ranch ("Development Project"). This proposed approximately 50 +/- gross acre Development Project is located at northwest corner of Caselman and Elk Grove-Florin Roads in Sacramento, California. The residential portion of the Development Project consists of the following unit mix:

<table>
<thead>
<tr>
<th>MAP DESIGNATION</th>
<th>GROSS ACRES 1</th>
<th>UNITS WITHIN ZONING DESIGNATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>RD-7</td>
<td></td>
<td>117</td>
</tr>
<tr>
<td>RD-5</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>RD-7</td>
<td></td>
<td>118</td>
</tr>
<tr>
<td>RD-5</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>TOTAL UNITS IN RESIDENTIAL DEVELOPMENT</td>
<td>584-</td>
<td>255</td>
</tr>
</tbody>
</table>

1 Note that Gross acres excludes public parks, public schools, open space areas, habitat mitigation or other similar public non-residential features as defined in Section 22.35.020.

Affordable Housing Policy

On February 25, 2014, the Sacramento County Board of Supervisors (Board) repealed Chapter 22.35 of Title 22 of the Sacramento County Code known as the County’s Affordable Housing Ordinance ("Repealed Ordinance") and adopted a revised Ordinance ("Ordinance"). The Ordinance requires new residential developments contain housing opportunities to households of low, very low and extremely low-income through a standard affordable housing fee accessible to all and also provides a variety of other options an applicant/developer may choose to satisfy a development project’s affordable housing obligations.

In order to ensure compliance with the Ordinance, the Executive Director of Sacramento Housing and Redevelopment Agency ("SHRA") in consultation with the County Director of Community Development prepared the Affordable Housing Program Guidelines ("Guidelines"). The Guidelines were approved by the Board on June 9, 2015 to aid applicants, landowners, developers, homebuyers, and others in understanding and complying with the Ordinance. Section 22.35.030 of the Ordinance allows the Developer to meet their affordable housing obligation by entering into a development agreement or other form of agreement with the County, which provides for a fee credit for land dedication, construction of affordable housing units, or other mechanism which leads to
Location

The affordable housing units will be located on appointed lots geographically disbursed throughout the development/project site as shown in Exhibit 1.

Design

Pursuant to Section 22.35.070 of the Ordinance, the design of the affordable housing units shall be compatible with the design of the total project in terms of appearance, materials, and finished quality. Affordable units should not be a separate product apart from the overall development project, but should be included within the overall project. Exhibit 2 contains the mix of unit types and sizes in the overall Development Project, and identifies the affordable units within the overall mix.

Occupancy and Affordability Requirements

The site-specific Regulatory Agreement shall be recorded and monitored by SHRA on all affordable housing units constructed as a result of the Ordinance. For sale units will be restricted for 30 years and sold to owner occupant households earning 80% or less of Area Median Income (AMI). Homes will be sold at an affordable housing price as outlined in Appendix 1 of the Guidelines.

Median Income and AMI levels will be determined annually by the United States Department of Housing and Urban Development and will be adjusted by household size appropriate to the unit. Affordable Sales Prices will be based on the assumption that one person occupies each bedroom.

Concurrency

Pursuant to Section 22.35.030(A)(3)(b)(4) of the Guidelines, the affordable housing units are to be built concurrently with the market rate units in the Development Project. Exhibit 3 is a proposed timeline for development, including many of the milestones associated with the concurrency. This concurrency will be secured by a series of linkages between the market rate units and the affordable units as described below:

- The Affordable Housing Regulatory Agreement shall be executed and recorded on the entire Development Project prior to the issuance of any building permits for the Development Project. The Agreement will be released when construction of the obligated affordable housing units are completed.

- The affordable units will be built proportionally alongside their neighboring market rate units. A description of this concurrency is provided as Exhibit 3.

1 Per Section 22.35.030(A)(3)(b)(4) of the County Affordable Housing Guidelines, the final map for a development project is conditioned upon the recordation of a regulatory agreement. However, due to the timing of final map approval for Caselman Ranch, the recordation of the Regulatory Agreement is contingent upon the issuance of building permits.
Developer Acknowledgement

Once the Strategy has been approved by the Board and executed by the SHRA and Developer, no further changes can be made to the Strategy or the Regulatory Agreement. The Regulatory Agreement is a legally binding agreement between the Developer and SHRA that is recorded against the entire Development Project to ensure the affordable obligation is satisfied.

[Signature]

Jay Pawlick

Signature

Vice President

4-13-2016

Date
### Exhibit 2
Unit Mix and Affordable Housing Distribution

<table>
<thead>
<tr>
<th>Lot # or Unit #</th>
<th># Bedrooms</th>
<th>Unit Size (sq. ft.)</th>
<th>Unit Type</th>
<th>Affordability Level</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Final Map Phase 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>21</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>25</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>26</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>46</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>47</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>62</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>72</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>73</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>82</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>83</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>90</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>96</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>114</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>137</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td><strong>Final Map Phase 2</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>30</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>31</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>37</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
<tr>
<td>38</td>
<td>3 or 4</td>
<td>1,500 to 1,725</td>
<td>SFD</td>
<td>80% AMI or Less</td>
</tr>
</tbody>
</table>
### Exhibit 3
Project Timeline & Concurrency Schedule

<table>
<thead>
<tr>
<th>Construction Release</th>
<th>Permit Date</th>
<th>Market Rate Units</th>
<th>Affordable Housing Units</th>
<th>Total Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model Release</td>
<td>January 16</td>
<td>4</td>
<td>0</td>
<td>4</td>
</tr>
<tr>
<td>Release 1</td>
<td>June 16</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Release 2</td>
<td>September 16</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Release 3</td>
<td>December 16</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Release 4</td>
<td>March 17</td>
<td>12</td>
<td>5</td>
<td>17</td>
</tr>
<tr>
<td>Release 5</td>
<td>June 17</td>
<td>12</td>
<td>3</td>
<td>15</td>
</tr>
<tr>
<td>Release 6</td>
<td>September 17</td>
<td>13</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Release 7</td>
<td>December 17</td>
<td>13</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Release 8</td>
<td>March 18</td>
<td>13</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Release 9</td>
<td>June 18</td>
<td>13</td>
<td>2</td>
<td>15</td>
</tr>
<tr>
<td>Release 10</td>
<td>September 18</td>
<td>14</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Release 11</td>
<td>December 18</td>
<td>12</td>
<td>2</td>
<td>14</td>
</tr>
<tr>
<td>Release 12</td>
<td>March 19</td>
<td>14</td>
<td>2</td>
<td>16</td>
</tr>
<tr>
<td>Release 13</td>
<td>June 19</td>
<td>14</td>
<td>3</td>
<td>17</td>
</tr>
<tr>
<td>Release 14</td>
<td>September 19</td>
<td>14</td>
<td>1</td>
<td>15</td>
</tr>
<tr>
<td>Release 15</td>
<td>December 19</td>
<td>12</td>
<td>0</td>
<td>12</td>
</tr>
<tr>
<td>Release 16</td>
<td>March 20</td>
<td>14</td>
<td>0</td>
<td>14</td>
</tr>
<tr>
<td>Release 17</td>
<td>June 20</td>
<td>9</td>
<td>0</td>
<td>9</td>
</tr>
<tr>
<td>Release 18</td>
<td>September 20</td>
<td>8</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td>Release 19</td>
<td>December 20</td>
<td>8</td>
<td>0</td>
<td>8</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>229</strong></td>
<td><strong>26</strong></td>
<td><strong>255</strong></td>
<td></td>
</tr>
</tbody>
</table>

255 Total Units Constructed; 26 Units are Affordable
December 18, 2017

Ms. Christine Weichert
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814

RE: Caselman Ranch – Sacramento County
Affordable Housing Inclusionary Plan

Dear Christine,

Carson Development, Pacific Housing, and Taylor Morrison Homes, in a cooperative effort, wish to modify the Affordable Housing Program (AHP) currently approved for the Caselman Ranch Development in South Sacramento County.

The current AHP calls for the building and sale of 26 out of a total 255 homes to families earning at or below 80% of area median income. Unfortunately, the current plan is proving to be not feasible. It has been challenging to find families with the means and ability to qualify for a home purchase within the AHP parameters and the fear is that we will fall short of fulfilling the Caselman AHP and risk putting the project in default.

We would like to modify the plan and enter into the County’s Affordable Housing Fee Program. Under the Fee Program, the total development will still consist of 255 homes. We will enter into the fee agreement retroactively and understand that at the time of approval, any building permits pulled will require the fee payment. We will assist county staff in presenting permit copies and documentation to simplify the retroactive fee calculation process.

We understand that this plan change will ultimately require Board of Supervisor approval and wish to start the process immediately. Please let us know what the next steps are. We have already begun to assemble pulled building permit copies and are hoping to have this action approved well within the first 45 days of 2018.

Thank you for your consideration and Happy Holidays!

Sincerely,

Mark A. Wiese

Cc: Johan Otto, Carson Development
    Dave Kalemba, Taylor Morrison Homes
RESOLUTION NO. ______

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO AUTHORIZING THE DIRECTOR OF PLANNING AND ENVIRONMENTAL REVIEW TO RESCIND AN EXISTING AGREEMENT AND EXECUTE A NEW AGREEMENT BY AND BETWEEN THE COUNTY OF SACRAMENTO AND TAYLOR MORRISON OF CALIFORNIA, LLC RELATIVE TO AN AFFORDABLE HOUSING STRATEGY FOR THE PREVIOUSLY APPROVED PROJECT (04-RZB-SDP-0233) KNOWN AS CASELMAN RANCH

WHEREAS, the conditions of approval for Caselman Ranch (Control Number 20040233) require that Taylor Morrison Of California, LLC (hereinafter referred to as “Developer”) enter into an agreement to meet the obligations of the Affordable Housing Plan prior to recordation of final maps; and,

WHEREAS, the County and Developer entered into an agreement (Resolution No. 2016-0359) on May 24, 2016 to meet the obligations of the Affordable Housing Strategy through a fee credit toward the Affordability Fee for the construction of affordable units; and,

WHEREAS, the Developer requested to be released from the agreement and to enter into a new AGREEMENT to pay the Affordability Fee pursuant to the Sacramento County Affordable Housing Ordinance set forth in Chapter 22.35 of the Sacramento County Code; and

WHEREAS, the County and Developer desire to rescind an existing agreement and enter into a new agreement modifying the Caselman Ranch affordable housing obligation, consistent with the current Affordable Housing Ordinance.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Affordable Housing Agreement approved on May 24, 2016 is hereby rescinded and the Director of Planning and Environmental Review, or his or her designee, is authorized to execute an agreement between the County of Sacramento and the Developer, in a form substantially consistent with the form attached hereto.
On a motion by Supervisor ____________, seconded by Supervisor ____________, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento this 20\textsuperscript{th} day of March, 2018, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,

(PER POLITICAL REFORM ACT § 18722.5.)

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: ________________
Clerk, Board of Supervisors
AGREEMENT BY AND BETWEEN THE COUNTY OF SACRAMENTO AND TAYLOR MORRISON OF CALIFORNIA, LLC RELATIVE TO AN AFFORDABLE HOUSING STRATEGY FOR A PREVIOUSLY APPROVED PROJECT (04-RZB-SDP-0233) KNOWN AS CASELMAN RANCH.

THIS AGREEMENT is made and entered into as of this 20th day of March, 2018, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and TAYLOR MORRISON OF CALIFORNIA, LLC, hereinafter referred to as "DEVELOPER."

RECITALS

WHEREAS, the conditions of approval for Caselman Ranch (Control Number 20040233) require that DEVELOPER enter into an agreement to meet the obligations of the Affordable Housing Plan prior to recordation of final maps; and,

WHEREAS, the COUNTY and DEVELOPER entered into an agreement (Resolution No. 2016-0359) on May 24, 2016 to meet the obligations of the Affordable Housing Strategy through a fee credit toward the Affordability Fee for the construction of affordable units; and,

WHEREAS, DEVELOPER requested to be released from the agreement and to enter into a new AGREEMENT to pay the Affordability Fee pursuant to the Affordable Housing Ordinance; and,

WHEREAS, the COUNTY and DEVELOPER desire to enter into this Agreement based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and DEVELOPER agree as follows:

I. AFFORDABILITY FEE PAYMENT

In conformance with the Affordable Housing Strategy in Exhibit "A", DEVELOPER shall meet their affordable housing obligation by paying an affordability fee on all newly constructed market rate units. For 209 building permits issued prior to March 1, 2018, DEVELOPER shall pay the Affordability Fee in the amount of $2.69 per square foot. For 46 building permits issued after March 1, 2018, DEVELOPER shall pay the adjusted Affordability Fee in effect at the time of building permit issuance.

II. RESCISSION OF PRIOR AFFORDABLE HOUSING AGREEMENT

With the adoption of this Agreement, the Affordable Housing Agreement approved on May 24, 2016 is hereby rescinded.
III. **TIMING**

This Agreement must be approved by the Board of Supervisors and affordability fees paid for the 209 permits issued prior to March 1, 2018 before the existing Regulatory Agreement will be released.

IV. **MONITORING FEE**

Once the Affordability Fee has been paid for 209 permits issued prior to March 1, 2018, the Sacramento Housing and Redevelopment Agency (SHRA) will release the existing Regulatory Agreement and refund the DEVELOPER $122,368 for the previously paid Monitoring Fee less the cost of SHRA's staff time.

V. **NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

<table>
<thead>
<tr>
<th>TO COUNTY</th>
<th>TO DEVELOPER</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIRECTOR, Office of Planning and Environmental Review</td>
<td>Jay Pawlek, Vice President</td>
</tr>
<tr>
<td>827 7th Street, Room 225</td>
<td>Taylor Morrison of California, LLC</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>81 Blue Ravine Road, Suite 220</td>
</tr>
<tr>
<td></td>
<td>Folsom, CA 95630</td>
</tr>
</tbody>
</table>

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. **COMPLIANCE WITH LAWS**

DEVELOPER shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

VII. **GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.
VIII. **AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. Any request of County for interpretation of any term or provision of this Agreement shall be made to the DIRECTOR and counsel for County.

IX. **SUCCESSORS**

This Agreement shall bind the successors of COUNTY and DEVELOPER in the same manner as if they were expressly named.

X. **INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

IX. **DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Director of the Office of Planning and Environmental Review, or his/her designee.

XII. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

XIII. **AUTHORITY TO EXECUTE**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

By ___________________________ Date: __________________________
LEIGHANN MOFFITT, Director
Office of Planning and Environmental Review

Agreement Approved by the Board of Supervisors with Delegation of Authority to execute agreement:

Agenda Date: March 20, 2018
Item Number: ___
Resolution Number: _________

Taylor Morrison of California, LLC

By ___________________________ Date: __________________________
Jay Pawlek, Vice President

CONTRACT REVIEWED AND APPROVED BY COUNTY COUNSEL

By: ___________________________ Date: __________________________
Proposed Project

Taylor Morrison of California, LLC, is the developer ("Developer") of that certain real property in the County of Sacramento ("County") in which the Developer proposes to develop and construct the Caselman Ranch ("Development Project"). This proposed approximately 50+/- gross acre Development Project is located at the northwest corner of Caselman and Elk Grove-Florin Roads in Sacramento, California. The residential portion of the Development Project consists of the following unit mix:

<table>
<thead>
<tr>
<th>MAP DESIGNATION</th>
<th>GROSS ACRES</th>
<th>UNITS WITHIN ZONING DESIGNATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Final Map Phase 1:</td>
<td>30 +/-</td>
<td>137</td>
</tr>
<tr>
<td>RD-7</td>
<td></td>
<td>117</td>
</tr>
<tr>
<td>RD-5</td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>Final Map Phase 2:</td>
<td>20 +/-</td>
<td>118</td>
</tr>
<tr>
<td>RD-7</td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>RD-5</td>
<td></td>
<td>118</td>
</tr>
<tr>
<td>TOTAL UNITS IN RESIDENTIAL DEVELOPMENT</td>
<td>50 +/-</td>
<td>255</td>
</tr>
</tbody>
</table>

1 Note that Gross acres excludes public parks, public schools, open space areas, habitat mitigation or other similar public non-residential features as defined in Section 22.35.020.

Affordable Housing Policy

On February 25, 2014, the Sacramento County Board of Supervisors (Board) repealed Chapter 22.35 of Title 22 of the Sacramento County Code known as the County’s Affordable Housing Ordinance ("Repealed Ordinance") and adopted a revised Ordinance ("Ordinance"). The Ordinance requires new residential developments to contain housing opportunities for low, very low and extremely low-income households through a standard affordable housing fee accessible to all applicants/developers and also provides a variety of other options an applicant/developer may choose to satisfy a development project’s affordable housing obligations.

In order to ensure compliance with the Ordinance, the Executive Director of Sacramento Housing and Redevelopment Agency ("SHRA") in consultation with the County Director of Community Development prepared the Affordable Housing Program Guidelines ("Guidelines"). The Guidelines were approved by the Board on June 9, 2015 to aid applicants, landowners, developers, homebuyers, and others in understanding and complying with the Ordinance. Section 22.35.030 of the Ordinance allows the Developer to meet its affordable housing obligation by entering into a development agreement or other form of agreement with the County which provides for a fee credit for land dedication, construction of affordable housing units, or other
mechanism which leads to the production of affordable housing in an amount at least equivalent to the affordability fee established by Section 22.35.050(A) of the Ordinance.

Pursuant to Section 22.35.030 (A)(3) of the Guidelines, development projects that opt to enter into a development agreement, or other form of agreement, must submit an Affordable Housing Strategy ("Strategy") as part of the Development Agreement ("DA").

Section 22.35.030(A)(3) of the Guidelines sets forth the required information to be included in this Strategy. All future approvals for the Development Project shall be consistent with this Strategy.

Under the revised Ordinance, the Development Project was able to access the affordability fee, but opted to enter into an agreement with the County of Sacramento relative to a Strategy that required the construction of 26 affordable for-sale homes. This agreement between the Developer and the County, and the related Strategy were approved by the Board of Supervisors on May 24, 2016. An Affordable Housing Regulatory Agreement was recorded against the entire Development Project, to be released when all 26 affordable for-sale homes were completed.

On December 18, 2017 the Developer submitted a formal request to SHRA to modify the approved Strategy requiring construction of 26 for-sale homes. The development will still consist of 255 homes; however, the Developer has requested to pay the affordability fee.

**Affordability Fee Payment**

Pursuant to Section 22.35.030 (A)(1) of the Ordinance and the new agreement by and between the County and the Developer, relative to this new Strategy, the Development Project will meet its affordable housing obligation by paying an affordability fee on all newly constructed market-rate units.

For all 209 permits pulled prior to March 1, 2018, the Fee per Square Foot of $2.69 shall be applied.

For all 46 permits pulled after March 1, 2018, the adjusted Fee per Square Foot in place at the time permits are pulled shall be applied. The affordability fee for all permits pulled after March 1, 2018 shall be paid concurrently with the payment of building permit fees for the Development Project.

**Monitoring Fee**

SHRA charged a monitoring fee in the amount of $128,368 to cover ongoing administrative expenses related to monitoring of the affordable housing units (annual occupancy review, income eligibility review, sale, resale, subordination, etc.) for the duration of the 30-year regulatory period. The monitoring fee was paid at the time the Affordable Regulatory Agreement is recorded. Given the additional staff time required in preparing the release of the Regulatory Agreement and accompanying staff report, the monitoring fee payment will be refunded less the cost of staff time, which is calculated to be $6,000. The Developer will be refunded $122,368
subject to payment of the affordability fee according to this Strategy. Following payment of the affordability fee for all permits pulled prior to March 1, 2018, SHRA will release the existing Regulatory Agreement and refund the previously paid monitoring fee, less the cost of staff time.

**Developer Acknowledgement**

Once the Strategy has been approved by the Board and executed by the Developer, no further changes may be made to the Strategy.

__________________________

Jay Pawlek, Vice President

__________________________

Date
RESOLUTION NO. __________

ON DATE OF

AUTHORIZING THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO RELEASE THE EXISTING AFFORDABLE HOUSING REGULATORY AGREEMENT FOR CASELMAN RANCH; AUTHORIZING THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO REFUND THE ASSOCIATED MONITORING FEE PAYMENT LESS STAFF TIME COSTS; AND ENVIRONMENTAL FINDINGS

WHEREAS, the proposed actions are administrative and therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines at 14 California Code of Regulations (CCR) §15378; and

WHEREAS, the proposed actions are administrative and therefore exempt from the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3); and

WHEREAS, the County of Sacramento and Taylor Morrison of California LLC (Developer) previously entered into an agreement modifying the Caselman Ranch affordable housing obligation, consistent with the revised Affordable Housing Ordinance; and

WHEREAS, the Developer previously prepared and agreed to an Affordable Housing Strategy consistent with the revised Affordable Housing Ordinance;

WHEREAS, the Sacramento Housing and Redevelopment Agency (SHRA) previously entered into and recorded an Affordable Housing Regulatory Agreement with the Developer, requiring the construction of 26 single family affordable homes;

WHEREAS, the Developer previously paid SHRA a monitoring fee of $128,368 to cover the ongoing administrative expenses related to the monitoring during the 30-year time period associated with the Affordable Housing Regulatory Agreement;

WHEREAS, the Developer is now electing to pay the affordability fee available per the revised Ordinance;

WHEREAS, for all permits pulled prior to March 1, 2018, the Developer shall pay an affordability fee based on the Per Square Foot fee of $2.69, and for all permits pulled after March 1, 2018, the Developer shall pay the adjusted Per Square Foot fee concurrently with the payment of building permits.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO

Section 1: The above recitals, including the environmental determinations, are true and correct.

Section 2: Subject to the adoption of this Resolution by the Board of Supervisors of the County of Sacramento, and subject to payment of the affordability fee from the Developer to the County of Sacramento for all building permits pulled prior to March 1, 2018, the Sacramento Housing and Redevelopment Agency is hereby authorized to release the existing Affordable Housing Regulatory Agreement and refund the monitoring fee payment of $128,368 less the calculated staff time expenses of $6,000.

On a motion by Supervisor ____________, seconded by Supervisor ____________, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 20th day of March, 2018, by the following vote, to wit:

AYES: Supervisors,
NOES: Supervisors,
ABSENT: Supervisors,
ABSTAIN: Supervisors,
RECUASAL: Supervisors,

(Per Political Reform Act § 18702.5.)

______________________________
Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

______________________________
ATTEST: Clerk, Board of Supervisors
RELEASE OF
AFFORDABLE HOUSING REGULATORY AGREEMENT
RESIDENTIAL (MASTER) PROJECT – CASelman RANCH

WHEREAS, the Sacramento Housing and Redevelopment Agency ("Agency") with the owner of the Property, Taylor Morrison of California LLC, a California limited liability company, ("Owner") entered into and recorded the Affordable Housing Regulatory Agreement ("Regulatory Agreement"), on July 5, 2016 at Book 20160705, commencing at page 0665 against that certain real property ("Property") described in the Legal Description attached to and incorporated in this instrument ("Release") by this reference; and

WHEREAS, the Owner is now requesting the Regulatory Agreement be released in favor of paying the in-lieu fee;

NOW THEREFORE, the Sacramento Housing and Redevelopment Agency releases and terminates the Affordable Housing Regulatory Agreement as it affects the Property, and it shall be of no further force or effect with regard to the Property.

IN WITNESS WHEREOF, this Release has been executed in Sacramento County this __ day of March, 2018.

THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

By:
La Shelle Dozier, Executive Director

Approved as to form:
Agency Counsel
[Notarized Acknowledgements]
Legal Description

All that certain real property situate in the County of Sacramento, State of California, described as follows:

Lots 1 through 137, inclusive, as said lots are shown and so designated on that certain map entitled “Final Map of Caselman Ranch Phase 1”, filed June 1, 2016 in Book 391 of Maps, Page 0006, Sacramento County Records.

TOGETHER WITH Lots 1 through 118, inclusive, as said lots are shown and so designated on that certain map entitled, “Final Map of Caselman Ranch Phase 2”, filed June 1, 2016 in Book 391 of Maps, Page 0007, Sacramento County Records.
RESOLUTION NO. SHRC-_____


ON DATE OF

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO RELEASE THE EXISTING AFFORDABLE HOUSING REGULATORY AGREEMENT FOR CASELMAN RANCH;

AUTHORIZING THE EXECUTIVE DIRECTOR OF THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY TO REFUND THE ASSOCIATED MONITORING FEE PAYMENT LESS STAFF TIME COSTS; ENVIRONMENTAL FINDINGS

BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1: The proposed actions are administrative and therefore not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines at 14 California Code of Regulations (CCR) §15378.

Section 2: The proposed actions are administrative and therefore exempt from the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3).

Section 3: Subject to approval by the Board of Supervisors of the County of Sacramento, and subject to payment of the affordability fee from the Taylor Morrison of California, LLC (Developer) to the County of Sacramento for all building permits pulled prior to March 1, 2018, the Executive Director, or her designee, is hereby authorized to release the existing Affordable Housing Regulatory Agreement and refund the monitoring fee payment of $128,368 less the calculated staff time expenses of $6,000.

CHAIR

ATTEST:

CLERK