



**NOTICE OF REGULAR MEETING**  
**Sacramento Housing and  
Redevelopment Commission**  
**Wednesday, September 18, 2019 – 6:00 pm**  
**801 12<sup>th</sup> Street 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** – September 4, 2019

**SPECIAL PRESENTATION**

1. SEEK Summer Program Overview

**CONSENT**

2. Twin Rivers Transit Oriented Development And Light Rail Station Project Update Report; Approval Of An Infrastructure Construction And Reimbursement Agreement For Blocks A, B C, D, & E
3. Sacramento Housing and Redevelopment Agency Comprehensive Annual Financial Report (CAFR) For The Year Ended December 31, 2018 – City Report
4. Sacramento Housing and Redevelopment Agency Comprehensive Annual Financial Report (CAFR) For The Year Ended December 31, 2018 – County Report

**DISCUSSION/BUSINESS ITEMS**

5. 2020 5-Year and Annual Public Housing Agency Plan (Plan) for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2020 5-Year and Annual Public Housing Agency Plan to the U.S. Department of Housing and Urban Development (HUD)

## PRESENTATIONS

6. Housing Authority Budget Overview
7. 2040 General Plan Update Draft Vision and Guiding Principles

## 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 located 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 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 September 4, 2019 Meeting noticed on August 30, 2019**

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:01 p.m. by Chair Morgan.

MEMBERS PRESENT: Alcalay, Boyd, Griffin, Morgan, Starks, Staajabu

MEMBERS ABSENT: Macedo, Nunley, Wedding (two vacancies)

STAFF PRESENT: La Shelle Dozier, David Levin, James Shields, Angela Jones, Suzie Jackson, Tyrone Williams, Vickie Smith, Christine Weichert, Cecette Hawkins, Maria Avdalas, Carlos Nuno, Susan Veazey, Sarah O'Daniel, Latanna Jones

#### APPROVAL OF AGENDA

Chair Morgan welcomed new Commissioner Barry Boyd.

Chair Morgan announced that items 3 & 4, items 5 & 6, and items 7 & 8 would be presented and approved together.

#### CITIZENS COMMENTS

Robert Coplin provided comment regarding the length of time to repair units due to flooding, problems at Capitol Park hotel, and problems with the John Stewart company.

Julia Burrows, Housing Policy Manager from the Mayor of Sacramento's office, gave compliments to SHRA staff related to the work being done at the Capitol Park Hotel.

APPROVAL OF MINUTES – The August 7 and August 21, 2019 minutes were approved as submitted.

#### PUBLIC HEARING

1. 2020 5-Year and Annual Public Housing Agency Plan (Plan) for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2020 5-Year and Annual

Public Housing Agency Plan to the U.S. Department of Housing and Urban Development (HUD)

Chair Morgan opened the public hearing.

Cecette Hawkins and Maria Avdalas presented the item.

Robert Coplin provided comments related to lack of information and problems with finding landlords for Section 8 units. La Shelle Dozier provided additional information regarding the Section 8 landlord issue.

Chair Morgan closed the public hearing.

DISCUSSION/BUSINESS ITEMS

2. Pacific Rim Apartments: Tax Equity And Fiscal Responsibility Act (TEFRA) Hearing, Approval Of Tax-Exempt Bonds And Loan Commitment

Carlos Nuno presented the item.

Commissioner Griffin motioned to approve the item listed above. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Alcalay, Boyd, Griffin, Morgan, Staajabu, Starks

NOES: None

ABSENT: Macedo, Nunley, Wedding

ABSTAIN: None

3. Twin Rivers Phase I (Block A) Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing, and Approval of Tax Exempt Bonds

4. Twin Rivers Phase II (Blocks B and E) Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing, and Approval of Tax Exempt Bonds

Carlos Nuno presented the item.

Commissioner Griffin motioned to approve the items listed above. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Alcalay, Boyd, Griffin, Morgan, Staajabu, Starks

NOES: None

ABSENT: Macedo, Nunley, Wedding

ABSTAIN: None

5. Authority To Administer State Permanent Local Housing Allocation On Behalf Of The County Of Sacramento

6. Authority To Administer State Permanent Local Housing Allocation On Behalf Of The City Of Sacramento

Susan Veazey presented the item.

Commissioner Griffin motioned to approve the items listed above. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Alcalay, Boyd, Griffin, Morgan, Staajabu, Starks

NOES: None

ABSENT: Macedo, Nunley, Wedding

ABSTAIN: None

7. Approval Of Updated Multifamily Lending And Mortgage Revenue Bond Policies – City Report

8. Approval Of Updated Multifamily Lending And Mortgage Revenue Bond Policies – County report

Susan Veazey presented the item.

Commissioner Alcalay recommended adding “vaping” and other forms of smoking as prohibited in the policies. Other commissioners concurred. Staff indicated that it would be added.

Commissioner Griffin motioned to approve the items listed above. Commissioner Staajabu seconded the motion. The votes were as follows:

AYES: Alcalay, Boyd, Griffin, Morgan, Staajabu, Starks

NOES: None

ABSENT: Macedo, Nunley, Wedding

ABSTAIN: None

## PRESENTATIONS

### 9. SHRA 2020 Budget – Revenue Overview

Susana Jackson presented the item.

Robert Coplin provided comments.

## EXECUTIVE DIRECTOR'S REPORT

La Shelle Dozier reviewed the following:

- Next meeting is scheduled for September 18th.
- Upcoming events: September 28<sup>th</sup> Habitat Homes celebration.
- Status of Capitol Park Hotel. She indicated that a written status report would be sent out on Friday.

## COMMISSION CHAIR REPORT

Chair Morgan echoed the request of Commissioner Alcalay to have more communication related to Capitol Park Hotel.

## ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Alcalay requested more communication and that staff use twitter and facebook more proactively to counter balance the stories in the Sacramento Bee related to SHRA's involvement in Capitol Park.

## ADJOURNMENT

As there was no further business to be conducted, Chair Morgan adjourned the meeting at 7:50 pm.

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Clerk



September 13, 2019

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Twin Rivers Transit Oriented Development And Light Rail Station Project Update  
Report: Approval Of An Infrastructure Construction And Reimbursement Agreement  
For Blocks A, B, C, D, And E

SUMMARY

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

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment

**COUNTY OF SACRAMENTO  
CALIFORNIA**

For the Agenda of:  
October 8, 2019

To: Housing Authority of the County of Sacramento

From: La Shelle Dozier, Executive Director, Sacramento Housing  
and Redevelopment Agency

Subject: Twin Rivers Transit Oriented Development And Light Rail  
Station Project Update Report; Approval Of An  
Infrastructure Construction And Reimbursement  
Agreement For Blocks A, B C, D, And E

Supervisory District(s): Serna

**RECOMMENDED ACTION**

Adopt a Housing Authority Resolution authorizing the execution of an Infrastructure Construction and Reimbursement Agreement (Agreement) for the Twin Rivers Project and authorizing the execution of ancillary documents related to these transactions.

**BACKGROUND**

In 2015, the Housing Authority of the County of Sacramento (HACOS) and the City of Sacramento were, as co-grantees, awarded a \$30 million Choice Neighborhoods Initiative (CNI) Grant from the United States Department of Housing and Urban Development (HUD) for the Twin Rivers Transit Oriented Development and Light Rail Station Project. The CNI grant supports the redevelopment of the Twin Rivers public housing project and the transformation of the River District/Railyards neighborhood. The grant requires replacement of 218 Twin Rivers public housing units within a mixed-income development which will include at least 487 new housing units, common area and community gathering spaces, and other amenities. A new Light Rail station will be constructed along 12<sup>th</sup> Street as part of the Project. The total project area includes six residential blocks and encompasses approximately 26 acres. A conceptual site plan is attached (Attachment 2).



Twin Rivers Transit Oriented Development And Light Rail Station Project  
Update Report; Approval Of An Infrastructure Reimbursement Agreement  
For Blocks A, B, C, D And E  
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Recent Accomplishments and Project Schedule: The CNI Grant Agreement with HUD was finalized and executed in December 2015. The seven-year grant period ends in 2022. In December 2017, a Master Development Agreement (MDA) was finalized and executed with McCormack Baron Salazar (MBS). MBS serves as both the developer and housing lead for the CNI grant. The Master Development Agreement initially stated that MBS would be responsible for construction of the Infrastructure through an Additional Services Agreement. An Amendment to the MDA will be executed at the same time as the Agreement, referencing the new Agreement and stating SHRA is responsible for project management.

Recent accomplishments include:

- May 2019 – Completed demolition of Twin Rivers units; began site demolition.
- June 2019 – Awarded \$18.8 million through the *Affordable Housing and Sustainable Communities* (AHSC) program of the State Strategic growth Council for Blocks B and E (123 units) and \$6 million in transit and mobility improvements.
- June 2019 – Submitted application to State Department of Natural Resources *Green Infrastructure Grant* program for \$1.8 million to enhance neighborhood park features.
- August 2019 – Completed demolition of underground and overhead utilities, roads and sidewalks; Published bid solicitation for new infrastructure system.
- August 2019 – Submitted application to State *Multifamily Housing Program* for funds needed to construct Block A (104 units).

The HUD approved schedule is to commence construction of the first two blocks of housing in 2020, the remaining blocks in 2021, and to complete the residential project in 2022. The light rail station is scheduled to be completed by 2023. The AHSC award for Blocks B and E provide the remaining funds needed to commence residential construction in early 2020. These two blocks will be completed and leased up in 2021.

Project Financing: All of the gap funds needed to construct Blocks B and E have been secured and the tax-credit and bond applications will be submitted in October. A State funding application for Block A was submitted in August 2019, and applications for Blocks C and D will be submitted in early 2020.

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Infrastructure Costs: The City Council has made a commitment of up to \$16.49 million of Section 108 loan funds to construct new infrastructure systems throughout the Twin Rivers site. The cost of the infrastructure will be allocated per unit, to increase the value of the Project and thereby generate more tax credit proceeds. This financial mechanism will be documented by an Infrastructure Construction and Reimbursement Agreement signed between SHRA (as Project Manager), the Housing Authority of the County of Sacramento (as land owner) and the tax credit partnerships (LP's) that will develop each of the residential blocks. The Agreement is in the form of a deferred payment loan, to be repaid from project cash flow after senior debt has been repaid.

Staff is now requesting Board approval of the Infrastructure Construction and Reimbursement Agreement so that the terms of the Agreement can benefit the Block B and E tax credit application that will be submitted in October 2019, and each of the tax credit applications for subsequent phases. This Agreement adds no cost to the project, and will maximize financial benefit.

**COMMISSION ACTION**

At its meeting on September 18, 2019, the Sacramento Housing and Redevelopment Commission adopted a motion recommending approval of the attached resolutions. The votes were as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

**POLICY CONSIDERATIONS**

The recommended actions are consistent with the Agency's previously approved Multifamily Lending and Mortgage Revenue Bond Policies, priority 1. Preservation and priority 4. New Production. The recommended actions in this report are also consistent with the County's commitment to the Housing Authority Asset Repositioning Guidelines and the County's executed CNI Grant Agreement for the Twin Rivers/River District-Railyards Initiative. The completed Project will create a minimum of 487 affordable, workforce and market rate housing units, recreational and cultural amenities, improved access to the urban core, and a range of new mobility options.

### **ENVIRONMENTAL REVIEW**

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): A combined Initial Study/Environmental Assessment (IS/EA) was prepared for the Twin Rivers Transit Oriented Development and Light Rail Station Project pursuant to CEQA requirements under 14 California Code of Regulations (CCR) §15070, and NEPA requirements under 24 Code of Federal Regulations (CFR) §58.36. The SHRC approved the final environmental document on behalf of SHRA at its meeting on July 19th. Along with site entitlements, the Planning and Design Commission for the City of Sacramento made findings pursuant to CEQA and adopted the Mitigated Negative Declaration (MND) and associated Mitigation Monitoring and Reporting Program (MMRP) on July 27, 2017, and subsequently issued a Notice of Determination (NOD) pursuant to CEQA and a Finding of No Significant Impact (FONSI) pursuant to NEPA. On August 22, 2017, the County Board of Supervisors adopted the MND and associated MMRP and approved the Project. On August 24, 2017, SHRA issued the NOD for the Project pursuant to CEQA. All activities related to the Project are covered by this environmental review. The requested administrative action requires no further environmental review

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

Minority and Women's Business Enterprise requirements and Section 3 will be applied to all activities to the greatest extent possible and as required by federal funding and in accordance with the Agency's Section 3 Economic Opportunity Plan. The Developer and General Contractor will work with the Agency's Section 3 Coordinator, Sacramento Employment and Training Agency, the Greater Sacramento Urban League or similar programs, to promote employment opportunities.

### **FINANCIAL ANALYSIS**

The proposed financing structure for Twin Rivers Block B and E includes CNI funds and State AHSC funds that have already been awarded. An application for tax-exempt bond financing and noncompetitive four- percent tax credits will be submitted in October. Project-based Section 8 vouchers and a below-market ground lease from HACOS will also be provided for the benefit of the Project. The proposed financing for all subsequent phases will be similarly structured.

Twin Rivers Transit Oriented Development And Light Rail Station Project  
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Respectfully Submitted,

APPROVED  
NAVDEEP S. GILL,  
County Executive

  
LA SHELLE DOZIER, Executive Director  
Sacramento Housing and  
Redevelopment Agency

By: \_\_\_\_\_  
ROBERT B. LEONARD  
Deputy County Executive

Attachments:

- RES – HACOS Resolution – Infrastructure Loan Agreement
- ATT 1 – Infrastructure Construction and Reimbursement Agreement
- ATT 2 - Conceptual Site Plan

## **RESOLUTION NO.**

### **ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO**

**TWIN RIVERS TRANSIT ORIENTED DEVELOPMENT AND LIGHT RAIL  
STATION PROJECT: AUTHORIZING THE EXECUTIVE DIRECTOR TO  
EXECUTE AN INFRASTRUCTURE CONSTRUCTION AND  
REIMBURSEMENT AGREEMENT WITH TWIN RIVERS PHASE 1, L.P.  
FOR THE BENEFIT OF TWIN RIVERS BLOCK A, TWIN RIVERS PHASE 2  
L.P. FOR THE BENEFITS OF BLOCKS B AND E, TWIN RIVERS PHASE 3,  
L.P. FOR THE BENEFIT OF BLOCK C, AND TWIN RIVERS PHASE 4, L.P.  
FOR THE BENEFIT OF BLOCK D AND TO EXECUTE ANY RELATED  
DOCUMENTS; AND RELATED FINDINGS**

**WHEREAS**, on May 29, 2018 the City of Sacramento and the Housing Authority of the City of Sacramento authorized all actions necessary to use Section 108 Loan proceeds to design and construct infrastructure improvements at the Twin Rivers Transit Oriented Development and Light Rail Station Project (Project) site;

**WHEREAS**, the Housing Authority of the County of Sacramento (HACOS) is the owner of the Project site, Sacramento Housing and Redevelopment Agency is the designated Project Manager for HACOS and McCormack Baron Salazar Inc. (MBS) is the designated Developer and Housing Lead for the Project and is obligated to fulfill all conditions required to construct the residential development including the provision of infrastructure; and

**WHEREAS**, pursuant to the Master Development Agreement for the Project, MBS has confirmed that there will be a financial benefit to the Project to include the cost of infrastructure improvements in the Project tax credit basis; and

**WHEREAS**, A combined Initial Study/Environmental Assessment (IS/EA) was prepared for the Twin Rivers Transit-Oriented Development Project pursuant to California Environmental Quality Act (CEQA) requirements under Title 14, §15070 of the California Code of Regulations (CCR), and National Environmental Policy Act (NEPA) requirements under

Twin Rivers Transit Oriented Development And Light Rail Station Project:  
Approval to Execute Infrastructure Construction and Reimbursement  
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Title 24, Code of Federal Regulations (CFR) Part 58.36. A Finding of No Significant Impact (FONSI) pursuant to NEPA and a Notice of Determination (NOD) pursuant to CEQA have been filed for the project; no further environmental review is required for the proposed administrative actions;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO AS  
FOLLOWS:**

Section 1: All evidence presented having been duly considered, the above Recitals, including but not limited to the environmental facts, are found to be true and accurate and are hereby adopted.

Section 2: Authorization is hereby granted to execute the Infrastructure Construction and Reimbursement Agreement, with Twin Rivers Phase 1, L.P., an affiliate of MBS, for the benefit of Twin Rivers Block A, Twin Rivers Phase 2 L.P, an affiliate of MBS, for the benefits of Blocks B and E, Twin Rivers Phase 3, L.P., an affiliate of MBS, for the benefit of Block C, and Twin Rivers Phase 4, L.P., an affiliate of MBS, for the benefit of Block D, approved as to form by Agency counsel and to perform other actions necessary to fulfill the intent of the Agreement as approved above or to delegate those activities to the Agency and to transmit to McCormack Baron Salazar, Inc., or related entity.

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On a motion by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, the foregoing Resolution was passed and adopted by the Housing Authority of the County of Sacramento this 8th day of October 2019, by the following vote, to wit:

AYES: Members,

NOES: Members,

ABSENT: Members,

ABSTAIN: Members,

RECUSAL: Members,  
(PER POLITICAL REFORM ACT (§ 18702.5.))

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Chair of the Housing Authority  
of Sacramento County, California

(SEAL)

ATTEST: \_\_\_\_\_  
Clerk

**Draft 8.23.19 TO BE REPLACED WITH FINAL INCLUDING EXHIBITS**  
**TWIN RIVERS INFRASTRUCTURE**  
**CONSTRUCTION AND REIMBURSEMENT AGREEMENT**

This **TWIN RIVERS INFRASTRUCTURE CONSTRUCTION AND REIMBURSEMENT AGREEMENT** (as amended from time to time in accordance with the terms hereof, this “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and among Twin Rivers Phase 1, L.P., a California limited partnership, Twin Rivers Phase 2, L.P., a California limited partnership, Twin Rivers Phase 3, L.P., a California limited partnership and Twin Rivers Phase 4, L.P., a California limited partnership (each, a “**Phase Owner**” and collectively the “**Owners**”), Sacramento Housing and Redevelopment Agency, a public body and corporate and politic (“**SHRA**”), and the Housing Authority of the County of Sacramento, a public body and corporate and politic (“**HACOS**”). The Owners, SHRA, and HACOS are sometimes referred to, individually, as a “**Party**” and, collectively, as the “**Parties**”.

**RECITALS**

A. HACOS and McCormack Baron Salazar, Inc., a Missouri corporation (“**Master Developer**”) entered into a Master Development Agreement dated as of January 9, 2018, as amended on \_\_\_\_\_, 2019 (the “**MDA**”), pursuant to which the Master Developer was engaged to redevelop the site of the Twin Rivers Public Housing Development, together with certain additional adjacent property, described more particularly in Exhibit A (the “**Twin Rivers Site**”).

B. The Twin Rivers Site will, pursuant to the MDA, be redeveloped as a new, mixed-income development (the “**Development**”) in a series of separate “**Phases**.” The site of each Phase is identified in the Conceptual Site Plan attached as Exhibit B. The Phase Owners are each affiliates of the Master Developer, each formed to construct and own a single Phase. Subject to the terms of the MDA, HACOS has agreed to convey a leasehold interest in the property associated with each Phase (each, a “**Development Site**”) to the corresponding Phase Owner pursuant to a long-term ground lease (a “**Ground Lease**”) on the date the Phase Owner closes on its construction financing and secures other approvals as specified in the MDA (the “**Closing**”).

C. In order to construct the Development and to secure certificates of occupancy for their respective Phases of the Development, each of the Owners must construct or cause to be constructed certain public infrastructure improvements (the “**Infrastructure**”) on and in the vicinity of the Twin Rivers Site. HACOS has agreed to cause the Infrastructure to be constructed on behalf of the Owners pursuant to the MDA. SHRA, which is the designated project manager of HACOS for the Development, has agreed to contract for the design and construction of the Infrastructure as an agent of HACOS, and will enter into a “**Subdivision Improvement Agreement**” with the City of Sacramento (the “**City**”) in the form attached as Exhibit C in order to cause the Infrastructure to be built in accordance with City requirements and with the plans and specifications referenced therein (the “**Infrastructure Plans**”). As a



condition of executing the Subdivision Improvement Agreement and commencing the Infrastructure construction and incurring associated costs for the Infrastructure on behalf of the Owners, SHRA and HACOS each require that each of the Owners agree to be unconditionally obligated to fund the cost of each such Owners' share of the Infrastructure by reimbursing SHRA pursuant to the terms set forth in this Agreement.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. CONSTRUCTION OF INFRASTRUCTURE.**

1.1 **Construction of Infrastructure.** In order to obtain certificates of occupancy for the Development, the Owners must construct the Infrastructure or cause the Infrastructure to be constructed. The Owners and SHRA therefore agree that SHRA will construct the Infrastructure on their behalf and to cause applicable portions of the Infrastructure to be dedicated to the City on the terms set forth in this Agreement.

#### **1.2 Construction Roles and Procedures.**

1.2.1 SHRA is and shall remain exclusively responsible for designing, permitting, furnishing, constructing and installing the Infrastructure in compliance with all terms and conditions of the Subdivision Improvement Agreement (the "**Work**") and shall bear any and all associated liabilities, costs, fees, payments and other associated financial obligations. SHRA's responsibility expressly includes, without limitation, maintaining insurance and "improvement security," satisfying indemnification responsibilities and repairing or reconstructing defective work pursuant to the terms of the Subdivision Improvement Agreement. SHRA also is and shall remain exclusively responsible for all terms and conditions of any agreements with the "**Contractor**" identified in the Subdivision Improvement Agreement and any and all other contracts, subcontracts and agreements associated with the Work. SHRA shall secure, or cause to be secured, any and all permits, licenses, consents and approvals which may be required by the City or any other governmental body or governmental agency affected by or involving the Work. Prior to the start of the Work, SHRA shall assume all rights and responsibilities relative to any engineering or design work products previously prepared pursuant to contracts with any Phase Owner or the Master Developer and release the subject Phase Owner and Master Developer from liability for any related obligations (and each Party agrees to cooperate to document such assignment and release).

1.2.2 The Owners' sole obligation relative to the Infrastructure and the Work is to meet their obligations to SHRA as specified pursuant to the terms of this Agreement. The Owners reserve the right to inspect and approve the completion of the Infrastructure from time to time, but agree that so long as all of the Work is performed and all of the Infrastructure is completed and dedicated in accordance with the requirements of the Subdivision Improvement Agreement and meets the standards for "Public

Infrastructure Improvements” pursuant to the MDA, the Infrastructure shall be deemed to satisfy such inspection and approval rights of each Owner and be “**Complete**” for purposes of this Agreement. Any inspection or review of the Infrastructure Plans or of the Infrastructure Improvements or other exercise of inspection, review or approval rights by the Master Developer or by the Owners pursuant to the MDA or this Agreement is solely to determine whether SHRA and HACOS are properly discharging their respective obligations pursuant to the MDA and this Agreement and may not be relied upon by SHRA, HACOS or by any third party as a representation or warranty of compliance with the Subdivision Improvement Agreement, this Agreement or any other agreement nor of compliance with any applicable laws or requirements. The Owners each authorize the Master Developer to exercise their review and approval rights and otherwise communicate with SHRA for purposes of this Agreement, provided that such authorization will terminate relative to each Phase Owner after its respective Closing, and thereafter such Phase Owner will have the right to receive information and exercise authority independently unless it otherwise provides written notice to SHRA.

1.2.3 SHRA shall provide the Master Developer on behalf of Owners with monthly reports regarding the progress of the Infrastructure, and shall include with such reports: (a) copies of draw requests, proposed change orders and associated submissions from the Contractor and from the engineer(s); (b) an updated Infrastructure Budget reflecting anticipated increases and actual costs paid, and (c) further documentation of such costs as may be reasonably requested by the Owners (including on behalf of their accountants). Such further documentation shall be provided within ten (10) Business Days of request, which request may be made at any time up to one hundred twenty (120) days after the Infrastructure is complete. Any change orders and any proposed changes to the Infrastructure Plans that may reasonably be expected to have a material adverse effect upon any Phase Owner shall be subject to the prior written approval of such Phase Owner.

1.2.4 SHRA shall cause the Work to be Complete within the period of time required by the Subdivision Improvement Agreement, and shall not extend or request an extension of such date without the prior written approval of the Owners. Such approval shall not be unreasonably withheld, conditioned or delayed so long as in no event may any such extension result in the Public Improvements required for the occupancy of Lots B and E as described in Exhibit B being Complete after the later to occur of: seven (7) months from the date hereof or nine (9) months after the Closing of the Phase located on such Lots. The preceding completion are in all events subject to extension to the extent of delays directly and unavoidably arising from a *force majeure*, provided that SHRA provides prompt written notice of the occurrence of the subject events (in no event more than 15 (days) after such occurrence). SHRA shall indemnify, defend and hold harmless each Phase Owner from and against any losses, claims, direct or indirect damages, liabilities, judgments, causes of action or actions (including reasonable attorneys' fees and costs) (“**Losses**”) arising as a result of the Work not being Complete on or before the date established by this Section 1.2.4 except to the extent that such Losses are caused, contributed to or exacerbated by the negligence, willful misconduct, fraud or illegal acts of such Phase Owner or of the Master Developer or by such Phase Owner’s material breach of the Ground Lease, this Agreement or any other agreement between the Phase Owner and SHRA or HACOS. For purposes of the foregoing, “direct or indirect damages” includes any cost overruns, loan defaults (and consequences thereof) and/or any delay or reduction in the amount of low-income housing tax credit available to a Phase Owner.

1.2.5 After the Infrastructure is Complete, HACOS and (as applicable execution of its respective Ground Lease) each Phase Owner will, upon request from SHRA or from the City, accept the Work and execute such documents and take such action as necessary to dedicate the Infrastructure to the City or other applicable entities pursuant to the terms of the Subdivision Improvement Agreement and other applicable requirements. The Parties further agree that, except as specified below relative to utility easements, the Infrastructure Improvements will be located outside the boundary of the Development Sites – and, by extension, outside the leasehold interests to be created by each Ground Lease. Therefore, while this Agreement is intended to address and satisfy HACOS's responsibility to create "Public Infrastructure Improvements" pursuant to the MDA, it explicitly does not address or affect the responsibilities of HACOS, the Master Developer or the Owners relative to the performance of "Site Preparation Work" or any other element relating to delivery of Development Sites in "Clean and Buildable Condition" pursuant to the MDA (or, where applicable for a Phase that has Closed, pursuant to a Ground Lease).

1.2.6 The Work includes creation of certain utility easement areas along the perimeter of each Development Site, as further detailed in the Infrastructure Plans. SHRA shall be responsible for such utility easement areas on the Development Sites as part of the Work. Each Ground Lease will include terms aligning the rights and obligations of each Phase Owner and HACOS with the requirements of such utility easement areas.

1.2.7 If any waste or Hazardous Materials (as defined in the MDA) is required to be removed from the Twin Rivers Site or otherwise in connection with the Work, neither the Master Developer nor any Owner shall be required to execute any waste manifest or other document indicating that such Party or entity is the generator of the waste or Hazardous Materials. Rather, SHRA or HACOS shall be identified as the generator of the waste or Hazardous Materials. *[Environmental Provisions subject to further review.]*

## 2. **OWNERS' PAYMENT OBLIGATIONS.**

### 2.1 **Payment for Infrastructure.**

2.1.1 For and in consideration of SHRA's agreement to construct the Infrastructure, the Owners agree to pay SHRA the aggregate sum of Sixteen Million Dollars and NO/100 (\$16,000,000) (the "**Infrastructure Reimbursement**").

2.1.2 The Infrastructure Reimbursement has been established based on SHRA's anticipated cost of designing and constructing all of the Infrastructure and performing all of the Work (the "**Infrastructure Cost**") as summarized in Exhibit D (the "**Infrastructure Budget**"). SHRA represents to the Owners that the Infrastructure Cost, and the elements thereof, as presented in the Infrastructure Budget, reflect SHRA's current budget as of the date of this Agreement for the entirety of the Infrastructure Cost as of the Effective Date, including costs it has previously incurred and (if applicable) costs of HACO, but exclusive of SHRA and HACOS administrative or overhead expenses and exclusive of any financing costs associated with SHRA's own source of funds.

2.1.3 Recognizing that each of the Owners will benefit from (and each depend upon the completion of) the Infrastructure in relation to their separate Phases and corresponding portions of the Twin Rivers Site, the Parties have agreed to allocate the Infrastructure Reimbursement among the Owners on a percentage basis in proportion to the number of units of each Phase as detailed in Exhibit E (the “Phase Share”). The Infrastructure Reimbursement due from each Owner will therefore be fixed based upon such Owner’s Phase Share of the total Infrastructure Reimbursement (documented, and as applicable adjusted, as detailed below). The Phase Share will be adjusted, if applicable, to reflect changes in the number of units in a given Phase if approved by HACOS and the Master Developer pursuant to the MDA, provided that any such adjustment will not affect the Infrastructure Reimbursement amount of any Phase Owner that has reached its Closing.

2.1.4 The amount of the Infrastructure Reimbursement is subject to increase or decrease if the actual Infrastructure Cost is more or less than the amount presently reflected in this Agreement. Upon request of either Party, such adjustments shall be calculated and confirmed in writing based upon the Phase Share of the Infrastructure Cost as reflected in the most recent Infrastructure Budget submitted and (as applicable) approved pursuant to Section 1.2.3, provided that any such adjustment will not affect the Infrastructure Reimbursement amount of any Phase Owner that has reached its Closing.

2.1.5 Each Phase Owner may satisfy its obligation to fund its Phase Share of the Infrastructure Reimbursement by delivering an Infrastructure Note and an Infrastructure Leasehold Deed of Trust, each as defined and further provided below, at or before the time such Phase Owner enters into a Ground Lease for its Phase. Each Phase Owner will be responsible only for its Phase Share of the Infrastructure Reimbursement. In no event shall any Phase Owner be responsible for payment of Infrastructure Reimbursement in excess of such Phase Share, nor shall a default in payment by any Phase Owner be considered a default by any other Phase Owner pursuant to the terms of this Agreement or any Infrastructure Note or Infrastructure Deed of Trust.

## 2.2 Infrastructure Note.

2.2.1 Each Phase Owner shall pay the Infrastructure Reimbursement pursuant to a residual receipts note in a form reasonably acceptable to SHRA in the principal amount of its Phase Share of the Infrastructure Reimbursement (the “Infrastructure Note”). The Infrastructure Note shall be paid from a portion of the 90% share of “Adjusted Annual Surplus Cash” otherwise available to HACOS (and other lenders, if applicable) pursuant to the MDA. The payment priorities as between the Infrastructure Note and any other notes due to HACOS may be established by HACOS and SHRA, subject to the reasonable approval of the Master Developer and the investor in the subject Phase Owner.

2.2.2 The full amount of the Infrastructure Reimbursement shall be due and payable from each Owner when all of the Infrastructure is Complete and all associated documentation has been delivered pursuant to Section 1.2.3. For any Phase that achieves Closing before all of the Infrastructure is Complete, the subject Phase Owner will remain obligated to deliver the Infrastructure Note at its Closing but its respective Phase Share shall be deemed advanced pursuant to such Infrastructure Note only at such time as all of the Infrastructure required for the occupancy of such Phase is Complete. In the event of any dispute or uncertainty regarding which elements of the Infrastructure are required for the occupancy of a

given Phase, the Parties agree that such standard shall in all events be deemed satisfied not later than the date on which the subject Phase Owner receives certificates of occupancy for all of the residential units in its Phase

2.3 **Infrastructure Deed of Trust.** Each Infrastructure Note will be nonrecourse and secured by a leasehold deed of trust from the Phase Owner (the “**Infrastructure Deed of Trust**”) delivered at Closing. The form and priority of the Infrastructure Deed of Trust will be established at Closing, and will be substantially similar to the corresponding instruments securing loans from HACOS to the Phase Owner.

### 3. **DEFAULT AND TERMINATION.**

3.1 **Default.** A Party shall be deemed to be a “**Defaulting Party**” and an “**Event of Default**” shall be deemed to have occurred if any of the following events occurs with respect to such Party and the time period (if any) provided below for cure of such events elapses without cure having been made:

3.1.1 **Breach of Agreement.** Such Party breaches this Agreement and fails to cure such breach or other failure within (a) thirty (30) days after receipt of notice of such breach, if the breach is primarily monetary in nature and (b) sixty (60) days after receipt of notice of such breach, if the breach is not primarily monetary in nature. However, if any such non-monetary breach is reasonably susceptible of cure but not within the above-specified cure period, then the period of time for cure shall be extended as is reasonably necessary to permit cure, but in no event to a date later than ninety (90) days after the breaching Party is notified of the breach, and only so long as the breaching Party is diligently pursuing the cure to completion at all times during that period.

3.1.2 **Bankruptcy; Dissolution.** Such Party becomes the subject of a Bankruptcy or dissolves.

3.2 **Termination.** SHRA reserves the right to terminate this Agreement if the Master Development Agreement is terminated, but only if no Closing has occurred. After any Closing has occurred, if the Master Development Agreement is terminated this Agreement shall remain in full force and effect unless otherwise approved in writing by the Phase Owner of any Phase that has reached Closing (which approval may be withheld or conditioned in such Phase Owner’s sole discretion).

3.3 **No Waiver.** Neither any failure nor any delay by a Party in insisting upon strict performance of any provision of this Agreement, or in declaring a breach of this Agreement, or in exercising any right, power or remedy under this Agreement shall constitute a waiver thereof, and a single or partial exercise of any right, power or remedy shall not preclude any future exercise thereof or the exercise of any other right, power or remedy.

3.4 **Damages and No Recourse.** This Agreement shall not limit the Parties’ rights or remedies at Law or equity, all of which are reserved, including specific performance and injunctive relief; provided, however, that except as provided in Section 1.2.4 neither Party shall be liable for, and each Party agrees that it will not seek, any punitive, exemplary, indirect, consequential, special or other similar

damages under this Agreement. Any obligations arising under this Agreement shall in no event give rise to a claim or recourse against any member, partner, director, employee, or Affiliate of any Party.

#### 4. **MISCELLANEOUS.**

4.1 **Warranties of Good Standing and Authority.** Each Phase Owner represents and warrants that it is duly organized and validly existing under the laws of the State of California. HACOS represents and warrants that it is a duly organized, validly constituted and existing California municipal corporation and is in good standing under the laws of the State of California. SHRA represents and warrants that it is a duly organized, validly constituted and existing California municipal corporation and is in good standing under the laws of the State of California. Each Party represents and warrants that the undersigned individuals are expressly and duly authorized by their respective entities or agencies to execute this Agreement and to legally bind their respective entities or agencies as set forth in this Agreement.

4.2 **Entire Agreement.** With the exception of the MDA, this Agreement contains all of the representations and warranties and the entire agreement between the Parties with respect to the subject matter of this Agreement, and any prior correspondence, memoranda, agreements, confidentiality agreements, letters of intent, warranties or representations between the Parties relating to such subject matter are superseded in total by this Agreement. Prior drafts of this Agreement and changes from those drafts to the executed version of this Agreement shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other person, and no court or other body shall consider such documents in interpreting this Agreement.

4.3 **Amendment.** The only way to amend or otherwise modify this Agreement is for the Parties to sign and deliver a written instrument that expresses the intent to amend or otherwise modify this Agreement.

4.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier or electronic communication (including by PDF sent by electronic mail, facsimile or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

4.5 **Waiver.** No Party shall be deemed to have waived any provision of this Agreement unless it does so in writing, and no "course of conduct" shall be considered to be such a waiver, absent such a writing.

4.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to any principles of conflict of laws. For this purpose, the Parties shall be deemed to reside in such state and this Agreement shall be deemed to be

performed exclusively in such state. Venue of any proceeding shall be exclusively in a forum of proper jurisdiction in the City and County of Sacramento, California.

4.7 **Time.** Time is of the essence with respect to each provision of this Agreement in which time is a factor. References in this Agreement to days shall be to calendar days, unless otherwise specified; provided, that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day.

4.8 **Drafting Ambiguities.** Each Party and its legal counsel have reviewed and participated in the drafting of this Agreement. The rule of construction that any ambiguities are to be resolved against the drafting Party shall not be applicable to the construction of this Agreement.

4.9 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to confer any rights or remedies on any person other than the Parties. Nothing in this Agreement is intended to discharge any obligation of any third person to any Party or give any third person any right of subrogation or action against any Party.

4.10 **Severability.** Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected.

4.11 **Successors and Transfers.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, the obligations and rights of each Phase Owner hereunder shall not be separately assigned or be severable from such Phase Owner's corresponding Phase of the Twin Rivers Site but shall run and pass with such Phase of Twin Rivers Site and shall be binding upon and for the benefit of the Phase Owner, its successors and assigns (but not tenants or other occupants), including any transferee or purchaser of such Phase or of the Ground Lease.

4.12 **Notices.** Whenever any notice or any other communication is required or permitted to be given under any provision of this Agreement (as, for example, where a Party is permitted or required to "notify" the other Party), such notice or other communication shall be in writing, signed by or on behalf of the Party giving the notice or other communication, and shall be deemed to have been given on the earliest to occur of (a) the date of the actual delivery, (b) if mailed, three Business Days after the date mailed by certified or registered mail, return receipt requested, with postage prepaid, or (c) if sent with a reputable air or ground courier service, fees prepaid, the date on which such courier represents such notice will be available for delivery, in each case to the respective address(es) of the Party to whom such notice is to be given as set forth below, or at such other address of which such Party shall have given notice to the other Party as provided in this Section 4.12. Legal counsel for any Party may give notice on behalf of such Party.

If to any Phase Owner: c/o McCormack Baron Salazar, Inc.  
720 Olive Street, Suite 2500  
St. Louis, Missouri 63101  
Attn: Hillary Zimmerman, Esq.

*with copies to:* Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, Massachusetts 02110  
Attn: Daniel M. Rosen

If to Master Developer: McCormack Baron Salazar, Inc.  
720 Olive Street, Suite 2500  
St. Louis, Missouri 63101  
Attn: Hillary Zimmerman, Esq.

*with a copy to:* Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, Massachusetts 02110  
Attn: Daniel M. Rosen

If to HACOS: Housing Authority of the County of Sacramento  
801 12<sup>th</sup> Street  
Sacramento, California 95814  
Attn: Executive Director

*with a copy to:* Goldfarb & Lipman LLP  
1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
Attn: Michelle D. Brewer

If to SHRA: Sacramento Housing and Redevelopment Agency  
801 12<sup>th</sup> Street  
Sacramento, California 95814  
Attn: Execute Director

*with a copy to:* Goldfarb & Lipman LLP  
1300 Clay Street, Eleventh Floor  
Oakland, California 94612  
Attn: Michelle D. Brewer

4.13 **Exhibits.** The following Exhibits are attached and incorporated by reference:



Exhibit A: Twin Rivers Site  
Exhibit B: Conceptual Site Plan  
Exhibit C: Subdivision Improvement Agreement  
Exhibit D: Infrastructure Budget  
Exhibit E: Phase Share

**[ REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ]**

**IN WITNESS WHEREOF**, the Parties have each caused this Agreement to be duly executed as of the Effective Date.

**PHASE OWNERS:**

**TWIN RIVERS PHASE 1, L.P.,**  
a California Limited Partnership

By: Twin Rivers Phase 1 MBS GP, Inc., a Missouri corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWIN RIVERS PHASE 2, L.P.,**  
a California Limited Partnership

By: Twin Rivers Phase 2 MBS GP, Inc., a Missouri corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWIN RIVERS PHASE 3, L.P.,**  
a California Limited Partnership

By: Twin Rivers Phase 3 MBS GP, Inc., a Missouri corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Infrastructure Reimbursement Agreement - Signature Page Continues]*

**TWIN RIVERS PHASE 4, L.P.,**  
a California Limited Partnership

By: Twin Rivers Phase 4 MBS GP, Inc., a Missouri corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SHRA:**

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY,**  
a public body, corporate and politic

By: \_\_\_\_\_  
La Shelle Dozier, Executive Director

**HACOS:**

**HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO,**  
a public body, corporate and politic

By: \_\_\_\_\_  
La Shelle Dozier, Executive Director

UNIT COUNT BY TYPE

Block	Area (Acres)	1BR	2BR	3BR (incl. TH)	4BR	5BR	Total	DU/Acre	Parking
A	2.92	39	48	16	1	0	104	35.6	72
B	1.66	24	31	10	1	0	66	39.8	44
C	2.75	36	24	17	6	1	84	30.5	74
D	3.25	37	46	27	4	0	114	35.1	87
E	1.76	20	22	8	6	1	57	32.4	44
F	2.68	24	30	8	0	0	62	23.1	62
<b>Total</b>	<b>15.02</b>	<b>180</b>	<b>201</b>	<b>86</b>	<b>18</b>	<b>2</b>	<b>487</b>	<b>32.4</b>	<b>383</b>
		37.0%	41.3%	17.7%	3.7%	0.4%			

Existing Street Grid  
 Large blocks inhibit north-south and  
 east-west movement through the study area

SMYTHE ACADEMY  
 SCHOOL SITE

Richards Boulevard

Vine Street

TO  
 INTERSTATE 5

Light Rail Station

North 16th Street

Sproule Avenue

North 12th Street

TO DOWNTOWN  
 SACRAMENTO

Dos Rios Street

Legend

- 2-Story 3-Bedroom Townhouse
- 3-Story Garden Apartment Building
- 3-Story Multi-Family Apartment Building
- 4-Story Multi-Family Apartment Building
- 4-Story Multi-Family Apartment w/ Ground Floor Childcare Center
- Parking



## **RESOLUTION NO. SHRC-\_\_\_\_\_**

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

**September 18, 2019**

**TWIN RIVERS TRANSIT ORIENTED DEVELOPMENT AND LIGHT RAIL STATION PROJECT (PROJECT): AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INFRASTRUCTURE CONSTRUCTION AND REIMBURSEMENT AGREEMENT WITH TWIN RIVERS PHASE 1, L.P. FOR THE BENEFIT OF TWIN RIVERS BLOCK A, TWIN RIVERS PHASE 2 L.P. FOR THE BENEFITS OF BLOCKS B AND E, TWIN RIVERS PHASE 3, L.P. FOR THE BENEFIT OF BLOCK C, AND TWIN RIVERS PHASE 4, L.P. FOR THE BENEFIT OF BLOCK D AND TO EXECUTE ANY RELATED DOCUMENTS; ENVIRONMENTAL FINDINGS**

**WHEREAS**, on May 29, 2018 the City of Sacramento and the Housing Authority of the City of Sacramento authorized all actions necessary to use Section 108 Loan proceeds to design and construct infrastructure improvements at the Twin Rivers Transit Oriented Development and Light Rail Station Project (Project) site;

**WHEREAS**, the Housing Authority of the County of Sacramento (HACOS) is the owner of the Project site, Sacramento Housing and Redevelopment Agency is the designated Project Manager for HACOS and McCormack Baron Salazar Inc. (MBS) is the designated Developer and Housing Lead for the Project and is obligated to fulfill all conditions required to construct the residential development; and

**WHEREAS**, pursuant to the Master Development Agreement for the Project, MBS has confirmed that there will be a financial benefit to the Project to include the cost of infrastructure improvements in the Project tax credit basis; and

**WHEREAS**, A combined Initial Study/Environmental Assessment was prepared for the Twin Rivers Transit-Oriented Development Project pursuant to California Environmental Quality Act (CEQA) requirements under 14 California Code of Regulations §15070, and National Environmental Policy Act (NEPA) requirements under 24 Code of Federal Regulations

(CFR) §58.36. A Finding of No Significant Impact (FONSI) pursuant to NEPA and a Notice of Determination (NOD) pursuant to CEQA have been filed for the project; no further environmental review is required for the proposed actions.

**NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. All evidence presented having been duly considered, the above Recitals, including but not limited to the environmental facts, are found to be true and accurate and are hereby adopted.

Section 2. The Executive Director, or designee, is authorized to execute the Infrastructure Construction and Reimbursement Agreement with Twin Rivers Phase 1, L.P., an affiliate of MBS, for the benefit of Twin Rivers Block A, Twin Rivers Phase 2 L.P, an affiliate of MBS, for the benefits of Blocks B and E, Twin Rivers Phase 3, L.P., an affiliate of MBS, for the benefit of Block C, and Twin Rivers Phase 4, L.P., an affiliate of MBS, for the benefit of Block D, approved as to form by Agency counsel, and to perform other actions necessary to fulfill the intent of the Agreement as approved above or to delegate those activities to the Agency, and to execute any related documents.

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CHAIR

ATTEST:

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CLERK



August 30, 2019

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Sacramento Housing and Redevelopment Agency Comprehensive Annual  
Financial Report (CAFR) For The Year Ended December 31, 2018

SUMMARY

The attached report is presented for your review prior to review by the City of  
Sacramento.

RECOMMENDATION

No specific action required.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment



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

**Consent  
September 24, 2019**

**Honorable Mayor and Members of the City Council  
Chair and Members of the Housing Authority Board**

**Title: Sacramento Housing and Redevelopment Agency Comprehensive Annual  
Financial Report (CAFR) For The Year Ended December 31, 2018**

**Location/Council District: Citywide**

**Recommendation: Receive and File**

**Contact: Susana Jackson, Finance Director, Sacramento Housing and Redevelopment  
Agency, (916) 440-1373**

**Presenters: None**

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

**Description/Analysis**

**Issue:** The audit firm of Clifton Larson Allen LLP (CLA) has audited the basic financial statements of the Sacramento Housing and Redevelopment Agency (SHRA) and issued its unmodified (clean) opinion that these documents for the year ending December 31, 2018 are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America. The CAFR is presented in a standard format prescribed by the Government Finance Officers Association (GFOA).

The CAFR is organized into three major sections. First is the **Introductory Section** with a transmittal letter summarizing economic conditions, budget initiatives, and other related documents. Next is the **Financial Section** which is comprised of the Independent auditor's report and the Management Discussion and Analysis (MD&A), which provides a narrative overview of the financial statements and compares changes from year to year. The basic financial statements follow the MD&A and report the financial position and results of operations of SHRA as a whole and the financial performance of SHRA's governmental funds, proprietary funds and component units.



## SHRA Comprehensive Annual Financial Report

Footnotes to the financial statements are included to provide additional information. The **Statistical Section** provides information on selected financial, demographic, and operating trend information. Lastly, the **Other Supplemental Information section** includes Housing and Urban Development (HUD) grant closeout letters and the Senate Bill 341-Low and Moderate Income Housing Asset Fund Report.

The audit includes the following entities:

- Sacramento Housing and Redevelopment Agency
- Housing Authority of the City of Sacramento
- Housing Authority of the County of Sacramento
- Norwood Avenue Housing Corporation (NAHC)
- Sacramento Housing Authority Asset Repositioning Program, Inc. (SHARP)
- Sacramento Housing Development Corporation
  - Riverview Plaza Associates
- Shasta Hotel Corporation
  - Shasta Hotel Investors Partnership

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

**Economic Impacts:** Not applicable.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The proposed action is an administrative activity and is not considered a project under the California Environmental Quality Act (CEQA) per 14 California Code of Regulations (CCR) section 15378(b).

**Sustainability Considerations:** N/A

**Other:** The proposed action is an exempt activity pursuant to 24 Code of Federal Regulations (CFR) sections 58.34(a)(2) & (3) and further environmental review is not required under the National Environmental Policy Act (NEPA).

**Commission Action:** At its meeting of September 4, 2019, the Sacramento Housing and Redevelopment Commission received the attached report. No specific action was required.

**Rationale for Recommendation:** This item is for information only and no action is required.

September 24, 2019

## SHRA Comprehensive Annual Financial Report

**Financial Considerations:** This is an informational report only

**LBE-M/WBE and Section 3 Considerations:** The items discussed in this report are informational only and therefore, there are no LBE, M/WBE or Section 3 requirements.

Respectfully Submitted by:

  
LA SHELLE DOZIER  
Executive Director

### Table of Contents

- 1-Description/Analysis
- 2-Comprehensive Annual Financial Report
- 3-Norwood Audited Financial Statements 2018
- 4-SHARP Corporation Audited Financial Statements 2018
- 5-Shasta Hotel Audited Financial Statements 2018



August 30, 2019

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Sacramento Housing and Redevelopment Agency Comprehensive Annual  
Financial Report (CAFR) For The Year Ended December 31, 2018

SUMMARY

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

RECOMMENDATION

No specific action required.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment

**COUNTY OF SACRAMENTO  
CALIFORNIA**

For the Agenda of:  
September 24, 2019

To: Board of Supervisors and Housing Authority of the County of Sacramento

Through: Navdeep S. Gill, County Executive

From: La Shelle Dozier, Executive Director, Sacramento Housing and Redevelopment Agency

Subject: Sacramento Housing And Redevelopment Agency Comprehensive Annual Financial Report For The Year Ended December 31, 2018

District(s): All

**RECOMMENDED ACTION**

This is an informational report only, receive and file.

**BACKGROUND**

The 2018 Comprehensive Annual Financial Report (CAFR) has been prepared to present the Sacramento Housing and Redevelopment Agency's (SHRA) financial condition and the results of its activities for the fiscal year ended December 31, 2018. An independent public accounting firm has audited the CAFR financial statements.

**DISCUSSION**

The audit firm of Clifton Larson Allen LLP (CLA) has audited the basic financial statements of SHRA and issued its unmodified (clean) opinion that the basic financial statements for the year ending December 31, 2018, are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America. The CAFR is presented in a standard format prescribed by the Government Finance Officers Association (GFOA).

The CAFR is organized into three major sections. First is the Introductory Section with a transmittal letter summarizing economic conditions, budget

initiatives, and other related documents. Next is the Financial Section which is comprised of the Independent auditor's report and the Management Discussion and Analysis (MD&A), which provides a narrative overview of the financial statements and compares changes from year to year. The basic financial statements follow the MD&A and report the financial position and results of operations of SHRA as a whole and the financial performance of SHRA's governmental funds, proprietary funds and component units. Footnotes to the financial statements are included to provide additional information. The Statistical Section provides information on selected financial, demographic, and operating trend information. Lastly, the Other Supplemental Information section includes Housing and Urban Development (HUD) grant closeout letters and the Senate Bill 341-Low and Moderate Income Housing Asset Fund Report.

The audit includes the following entities:

- Sacramento Housing and Redevelopment Agency
- Housing Authority of the City of Sacramento
- Housing Authority of the County of Sacramento
- Norwood Avenue Housing Corporation (NAHC)
- Sacramento Housing Authority Asset Repositioning Program, Inc. (SHARP)
- Sacramento Housing Development Corporation
  - Riverview Plaza Associates
- Shasta Hotel Corporation
  - Shasta Hotel Investors Partnership

### **COMMISSION ACTION**

At its meeting of September 4, 2019, the Sacramento Housing and Redevelopment Commission received the attached report. No specific action was required.

### **MEASURES/EVALUATIONS**

The audit firm of Macias Clifton Larson Allen LLP (CLA) has audited the basic financial statements of the Sacramento Housing and Redevelopment Agency (SHRA) and issued its unmodified (clean) opinion that the basic financial statements for the year ending December 31, 2018, are fairly presented in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America. The CAFR is presented in a standard format prescribed by the Government Finance Officers Association (GFOA).

### **POLICY CONSIDERATIONS**

There are no policy implications as a result of this informational report.

### **ENVIRONMENTAL REVIEW**

California Environmental Quality Act (CEQA): The proposed action is an administrative activity and it is not considered a project under the California Environmental Quality Act (CEQA) per 14 California Code of Regulations (CCR) section 15378(b).

National Environmental Policy Act (NEPA): The proposed action is an exempt activity pursuant to 24 Code of Federal Regulations (CFR) sections 58.34(a)(2) & (3) and further environmental review is not required under the National Environmental Policy Act (NEPA).

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

The items discussed in this report are informational only and therefore, there are no M/WBE or Section 3 requirements.

### **FINANCIAL ANALYSIS**

Informational report only.

Respectfully Submitted,

APPROVED  
NAVDEEP S. GILL,  
County Executive

  
LA SHELLE DOZIER, Executive Director  
Sacramento Housing and  
Redevelopment Agency

By: \_\_\_\_\_  
ROBERT B. LEONARD  
Deputy County Executive

#### Attachments:

- ATT 1 – SHRA Comprehensive Annual Financial Report
- ATT 2 – 2018 Norwood Audited Financial Statements
- ATT 3 – 2018 SHARP Corporation Audited Financial Statements
- ATT 4 – 2018 Shasta Hotel Audited Financial Statements

September 18, 2019



Sacramento Housing and Redevelopment Commission  
Sacramento, California

Honorable Members in Session:

**SUBJECT** 2020 5-Year and Annual Public Housing Agency Plan (Plan) for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2020 5-Year and Annual Public Housing Agency Plan to the U.S. Department of Housing and Urban Development (HUD)

### **RECOMMENDATION**

Staff recommends adoption of the attached resolution that: 1) certifies that the required public hearing has been held and comments have been received and considered, 2) approves the *2020 Public Housing Agency (PHA) Five-Year and Annual Plan* consisting of the *Public Housing Admissions and Continued Occupancy Policy* for both HACS and HACOS, and the *Administrative Plan* for the Housing Choice Voucher (HCV) program for HACOS only, 3) authorizes the Executive Director or her designee to make non-substantive changes to the *Plan* based on additional public comments, 4) authorizes the Executive Director or her designee to make changes to the *Plan* as directed by HUD or required for compliance with the Quality Housing and Work Responsibility Act of 1998, 5) certifies that *the Plan* is consistent with the *Consolidated Plan* per 24 Code of Federal Regulations (CFR) §903.15, and 6) authorizes the Executive Director or her designee to execute and submit all required documents for the submission and certification of compliance of the *2020 5-Year and Annual Public Housing Agency Plan* to HUD or to comply with the Quality Housing and Work Responsibility Act of 1998.

### **CONTACT PERSONS**

LaTanna Jones, Assistant Director, Conventional Housing Program, 916-440-1334  
Sarah O'Daniel, Assistant Director, Housing Choice Voucher Program, 916-440-1397  
Cecette Hawkins, Management Analyst, Conventional Housing Program, 916-440-1658  
Maria Avdalas, Management Analyst, Housing Choice Voucher Program, 916-449-6201

# SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

Sacramento Housing and Redevelopment Commission  
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## **SUMMARY**

This report recommends consideration of the *2020 5-Year and Annual PHA Plans* for the Housing Authorities of the City and County (Attachment 2) of Sacramento (collectively "Housing Authority") that are consistent with the *Five-Year Consolidated Plan* (2013-2019).

The *Plan* also consists of:

- *5-Year PHA Plan for the Housing Authority of the City of Sacramento* (Attachment 1);
- *5-Year PHA Plan for the Housing Authority of the County of Sacramento* (Attachment 2);
- *Annual PHA Plan for the Housing Authority of the City of Sacramento* (Attachment 3);
- *Annual PHA Plan for the Housing Authority of the County of Sacramento* (Attachment 4);
- *Public Housing Admissions and Continued Occupancy Policy (ACOP)* for the Housing Authority of the City of Sacramento (Attachment 5);
- *Public Housing Admissions and Continued Occupancy Policy (ACOP)* for the Housing Authority of the County of Sacramento (Attachment 6);
- *Administrative Plan for the Housing Choice Voucher program* (Administrative Plan) for the Housing Authority of the County of Sacramento (Attachment 7);
- *Capital Fund Program Five-Year Action Plan* for the Housing Authority of the City of Sacramento (Attachment 8); and
- *Capital Fund Program Five-Year Action Plan* for the Housing Authority of the County of Sacramento (Attachment 9).

These documents provide a comprehensive guide to the Housing Authority's policies, programs, operations, and strategies for meeting local housing needs and goals consistent with the Housing Authority's overall goals to improve operating efficiencies and services to residents. These documents can be found on the Sacramento Housing and Redevelopment Agency (SHRA) website at [www.shra.org](http://www.shra.org) (click on "Transparency," then "Financial, Performance and Planning Documents," then "Public Housing Agency Plans and Reports" to access draft documents for 2020).

## **BACKGROUND**

Applicable federal law and HUD regulations require that each Housing Authority develop and adopt a *Plan* and update it on an annual basis. The 2020 5-Year PHA Plan describes the PHA's mission to serve the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. It covers



## SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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the period of 2020-2024. The Annual PHA Plan is an annual update to the previous 5-Year PHA Plan.

Staff updated the programs' guiding policy documents after reviewing internal procedures, available funding and new HUD regulations. There are 18 changes proposed for 2020 (Attachment 10). They are organized as follows:

- 7 changes proposed by the Public Housing program; and
- 11 changes proposed by the Housing Choice Voucher (HCV) program.

These proposed changes were presented to the Sacramento Resident Advisory Board (SRAB), which then solicited resident input about proposed changes to the policy documents and proposed changes at their public housing sites.

Notices announcing the 45-day public comment period and the location of the draft documents were published in local newspapers and posted on the website at [www.shra.org](http://www.shra.org).

The Annual Plan contains summaries of the proposed changes for 2020. The following policy documents have been revised to incorporate these changes:

- The Conventional Public Housing program's policies are contained in the *Admissions and Continued Occupancy Plan (ACOP)* document.
- The Conventional Public Housing program plan for the current year's utilization of Capital Grant funds are included in the *Capital Fund Five-Year Action Plan*.
- The Housing Choice Voucher (HCV) program's policies are contained in the *Administrative Plan*.

Proposed changes to the 2020 ACOP include:

- 1) In accordance with the CFRs, public notice is not required to close the waitlist but the PHA will post the closing of the waitlist on the website.
- 2) Clarification of HUD Streamlining Regulations on verification of assets.
- 3) Clarification of how to calculate the next 12 months of anticipated alimony, child support, or independent contractor income using a 12 month history.
- 4) Clarifications on who pays for moving expenses in an emergency transfer and that unit offers are based on availability.
- 5) Updated information on the penalties for negligence concerning electronic payments, the appliances provided by the PHA, and the use of the PHA assigned keys and gate openers.
- 6) Additional language clarifying how State and Federal law on smoking affects our policies.

## **SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

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- 7) Clarification of the information PHA staff is reviewing on a monthly basis to detect program abuse and fraud.

*Proposed changes to the 2020 HCV Administrative Plan include adding:*

- 1) In accordance with the CFRs, public notice is not required to close the waitlist but the PHA will post the closing of the waitlist on the website.
- 2) Language defining suitable employment for the Family Self-Sufficiency Program.
- 3) Language defining sporadic income.
- 4) Clarification on timeline for providing verification for adult children returning to household after attending school.
- 5) In accordance with the CFRs, port in vouchers will be given the regulatory 30-day extension. Additional extensions must be granted by the initial PHA.
- 6) Changes to allow requests by the participant to the PHA to process an increase in income.
- 7) Change that in the cases of unapproved member(s) in the subsidized unit when the PHA is unable to accurately calculate the household income; the PHA will require repayment of 100% of the housing assistance payments and utility reimbursement payments for the timeframe of the residency of the unapproved household member(s).
- 8) Changes to establish a minimum monthly repayment amount of \$50 for housing assistant payments overpayment due to non-compliance of program regulations.

Information on all *proposed* changes can be found in the attached *Proposed Changes to the 2020 ACOP and HCV Administrative Plan* documents.

### **FINANCIAL CONSIDERATIONS**

The *Capital Fund Program (CFP) Five-Year Action Plan* identifies anticipated annual allocations from HUD and the proposed uses for those funds. The 2020 Annual Plan updates the CFP Five-Year Action Plan and makes annual adjustments for funding realities. The recommended action before the Commission requires no additional funding consideration.

### **POLICY CONSIDERATIONS**

The Public Housing Authority complies with applicable federal laws and regulations, including the *Quality Housing and Work Responsibility Act of 1998 (QHWRA)*.

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### ENVIRONMENTAL REVIEW

**California Environmental Quality Act (CEQA):** The recommended actions are considered administrative and therefore determined not to be a project subject to provisions of CEQA pursuant to 14 California Code of Regulations (CCR) §15378(b). Changes to the Capital Fund Program involve adjustments for funding realities only, and do not propose any new projects. The Capital Fund Program identifies projects which are "contemplated actions," and does not demonstrate a commitment of funds. Environmental clearance will be conducted in accordance with CEQA Guidelines prior to implementation of any project identified in the Annual Plan that has not previously undergone environmental review.

**National Environmental Policy Act (NEPA):** The recommended actions are considered administrative and therefore determined to be Exempt from NEPA pursuant to 24 Code of Federal Regulations (CFR) §58.34(a)(3), "administrative and management activities". Changes to the Capital Fund Program involve adjustments for funding realities only, and do not propose any new projects. The Capital Fund Program identifies projects which are "contemplated actions," and does not demonstrate a commitment of funds. Therefore, the activities contemplated in the *5-Year and Annual PHA Plan* are considered Exempt according to 24 CFR §58.34(a)(1), "environmental and other studies, resource identification, and the development of plans and strategies." Prior to commitment of funds for any particular activity identified in the *5-Year and Annual PHA Plan* that has not previously undergone environmental review environmental clearance will be conducted in accordance with NEPA regulations.

### M/WBE AND SECTION 3 CONSIDERATIONS

Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

## SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

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### Attachments

#### **Attachments (Available [www.shra.org](http://www.shra.org))**

*Attachments 1 - 9 are on file with the Agency Clerk. Attachments 10-14 will be included with the Staff Report of September 18, 2019.*

- 1. 5-Year PHA Plan for the Housing Authority of the City of Sacramento*
- 2. 5-Year PHA Plan for the Housing Authority of the County of Sacramento*
- 3. Annual PHA Plan for the Housing Authority of the City of Sacramento*
- 4. Annual PHA Plan for the Housing Authority of the County of Sacramento*
- 5. Public Housing Admissions and Continued Occupancy Policy (ACOP) for the Housing Authority of the City of Sacramento*
- 6. Public Housing Admissions and Continued Occupancy Policy (ACOP) for the Housing Authority of the County of Sacramento*
- 7. Administrative Plan for the Housing Choice Voucher program (Administrative Plan) for the Housing Authority of the County of Sacramento*
- 8. Capital Fund Program Five-Year Action Plan for the Housing Authority of the City of Sacramento*
- 9. Capital Fund Program Five-Year Action Plan for the Housing Authority of the County of Sacramento*
- 10. Proposed Changes to the 2020 ACOP and HCV Administrative Plan*
- 11. Sacramento Resident Advisory Board Comments*
- 12. Legal Services of Northern California (LSNC) Comments*
- 13. SHRA's response to LSNC Comments*
- 14. Resolution*

# **PROPOSED CHANGES 2020 Public Housing Authority Plan (ACOP and Administrative Plans)**

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a "substantial deviation" and "significant amendment/modification" as any change in policy which significantly and substantially alters the Authority's stated mission and the persons the Authority serves. The proposed changes below have not been deemed "significant".

New language is indicated in red. Deleted language is shown in ~~strikeout~~.

There is one proposed change to the 2020 PHA Plan which have been deemed "significant". There are 7 changes in the ACOP and 8 changes in the Administrative Plan.

## **Public Housing Agency Plan (PHA Plan)**

The PHA Plan is being amended to include the following attachments:

1. Attachment R - Rental Assistance Demonstration (RAD)
2. **PIH Notice 2012-32, REV-3 (Section 1.6) and Joint Housing PIH Notice H-2016-17/PIH-2016-17 for resident rights, participation, waiting list, and grievance procedures required for RAD Conversion**
3. **Supplemental Guidance PIH-2018-11/H-2018-05**

***Explanation of the Change:*** As a result of being a successful applicant in the Rental Assistance Demonstration (RAD), we are required to amend out PHA Plan to include the above information.

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

### **1. Chapter 3 – Applying for Admission, Page 3**

#### **A. Overview of Pre-Application Process**

##### **Status of the Waiting Lists**

The PHA utilizes Site Based waitlists. These waitlists are designed to assist prospects on only one given site, one given area or a given age designation such as an elderly waitlist. Site Based waitlists can be opened or closed at any time. **The PHA will announce the closing of the wait list by posting the closing date on [www.sacwaitlist.com](http://www.sacwaitlist.com). When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who**

wish to be notified when the wait list is open as this would be administratively burdensome to the PHA.

*Explanation of Change: In accordance with the CFRs, public notice is not required to close the waitlist but the PHA will post the closing of the waitlist on the website.*

## **2. Chapter 7 – Verification Procedures, Page 6**

### **A. Methods of Verification and Time Allowed**

Self-certification/Self-declaration

Assets of less than \$5,000 are tenant self-certified and do not require the collection of any bank statements except when the family is in the application process. *Per HUDs Streamlining Rule, every three years all assets regardless of value must be third party verified. 24 CFR §§960.259, 982.516*

*Explanation of Change: This clarifies HUD Streamlining Regulations.*

### **D. Verification of Income**

*Alimony or Child Support Payments*

If payments are irregular, the family must provide:

- *12 months of payment history.*

Net Income from a Business

In order to verify the net income from a business the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months. *. This also includes independent contractors (i.e ride-sharing, food delivery, web commerce, etc.)*

*Explanation of Change: This clarifies how we will calculate the next 12 months of anticipated alimony, child support, or independent contractor income using a 12 month history is a more accurate estimation.*

## **3. Chapter 8 – Transfer Policy, Page 5**

### **A. Involuntary (Mandatory) Transfers**

**EMERGENCY TRANSFERS**

If the damage was caused by negligence of the resident, a member of the resident's household, or a guest, the reasonable expense of repairing such

damage will be charged to the resident, **along with all moving expenses**, and the household may be subject to eviction from public housing.

In the case of involuntary (mandatory) transfers, the resident shall be required to move into the dwelling unit that is made available, after two offers by the PHA. The PHA may terminate the resident's lease if he or she refuses to move. The resident shall be given thirty (30) days Notice of Lease Termination in this situation. **The unit options may not be offered in quick succession to each other, as offers are based on availability of suitable units.**

## **B. Voluntary Transfers**

A family may be eligible to transfer for valid and certifiable reasons such as enabling the family:

- To split households due to either marital or partnership dissolution. The PHA will only acknowledge splitting the household when both parties were part of the initial application, ~~or second party was added to household and the wait list has turned over at least once.~~

*Explanation of Change: This update provides clarity to residents on who pays for moving expenses and clarifies that unit offers are based on availability.*

## **4. Chapter 9 – Leasing, Page 7**

### **I. Fees and Non-Payment Penalties**

The resident will be charged for checks **and electronic payments** that are returned for non-sufficient funds (NSF), stop payments, or checks written on a closed account according to the Schedule of Fees and Charges. The PHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. **In the event of a returned check, certified funds (money orders or cashier checks) will need to be submitted and personal checks will no longer be accepted for the following six months.**

### **M. Inspections of Public Housing Units**

#### **VACATE/MOVE-OUT INSPECTIONS**

~~When giving a thirty (30) day notice to vacate the resident has a right to request an move-out inspection in order to determine which items may need attention or repair.~~ A pre-move out inspection must be conducted no more than fourteen (14) days prior to the vacate date. This is to allow the resident the opportunity to complete these repairs and avoid charges against the family's security deposit.



## **P. Appliances**

The PHA supplies stoves and refrigerators in all units. ~~Refrigerators are supplied in all elderly and elderly disabled units and they may be supplied in scattered family housing and in scattered duplexes and single family homes.~~ If residents ~~have their own~~ are planning to utilize their own refrigerator in addition to the PHA-provided refrigerator, it will be documented and the resident will be responsible for the upkeep and maintenance of their personally owned appliance.

The PHA owned refrigerator will not be removed from the unit by residents. The site office will be notified to remove a PHA owned refrigerator. If the resident owned your appliances are not in acceptable condition according to Uniform Physical Condition Standards (UPCS), the PHA reserves the right to require the resident to remove or repair that appliance at the resident's expense.

## **V. KEY CONTROL**

The policy of the PHA shall be to issue and assign keys or key cards only to individuals who have been screened through a criminal background check and found to be responsible for the proper use and safeguarding of the key or key card.

Each adult resident is issued one key or key card for their building or property (if applicable) and the head of household receives an additional key for their unit. The first key card for each member of the household on the lease will be issued free of charge. The key cards are the property of the PHA and must be returned upon the termination of the lease. There will be a charge for additional key cards for non-residents or for the replacement of damaged, lost, or stolen key cards as per the current *Schedule of Fees and Charges*.

One gate clicker for parking access will be issued to households that have authorized parking privileges. The gate clicker is the property of the PHA and must be returned upon termination of lease if an authorized household member no longer owns a vehicle, or their parking privileges are revoked. There will be a charge for replacement of damaged, lost, or stolen gate clickers per the current *Schedule of Fees and Charges*.

*Explanation of Change: These changes clarify the penalties for a returned check, the appliances provided by the PHA, and the use of the PHA assigned keys and gate clickers.*

## **5. Chapter 18: Public Housing Non-Smoking Facility Policy**

Please note while possession of marijuana is no longer a crime under California law, its possession is still illegal under Federal law. When a state law is in conflict with a Federal law, the Federal law prevails. Thus,



**under Federal law possession of marijuana for medical or non-medical purposes constitutes a crime and is prohibited in Public Housing (see Chapter 22).**

*Explanation of Change: This clarifies how State and Federal law on smoking affects our policies.*

## **6. Chapter 19: PROGRAM INTEGRITY ADDENDUM**

### **C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

**QUALITY CONTROL FILE REVIEWS:** Prior to initial certification, and at the completion of all subsequent recertifications, each resident file will be reviewed by PHA staff. These reviews will include, but are not limited to:

- Fully utilize EIV system by running monthly HUD required reports that include:
  - Multiple Subsidy reports
  - Deceased Tenant
  - New Hires
  - Income Discrepancy
  - Debts Owed to PHA
  - Immigration Report

*Explanation of Change: This clarifies what information PHA staff is reviewing on a monthly basis.*

## **Administrative Plan 2020**

### **Chapter 3 A. OPENING/CLOSING OF THE WAIT LIST (24 CFR §§ 982.206, 982.54(d)(1))**

#### **Closing the Wait List**

The PHA, at its discretion, may restrict and/or suspend pre-application intake or close wait lists in whole or in part. The PHA may open or close the list by local preference category or by bedroom size. The PHA may stop pre-applications if there are enough pre-applicants to fill anticipated openings for the next twenty-four months. The wait list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA will announce the closing of the wait list by **public notice posting the closing date on [www.sacwaitlist.com](http://www.sacwaitlist.com)**. When the period for accepting pre-applications is over, the PHA will not accept additional pre-applications or maintain a list of those who wish to be notified when the wait list is open as this would be administratively burdensome to the PHA.

*Explanation of Change: This change is in accordance to Code of Federal Regulations that the closing of a waitlist does not need to have public notice.*

## **5.2 Adding Additional Members to the Household**

All additions (except for additions by birth to a household member) must have the prior approval of the owner (landlord) and the PHA. Approvable additions may include:

- A spouse/partner and his or her minor children,
- A minor who had been part of the assisted household who moved out and is returning to the household,
- A PHA pre-approved live-in aide,
- Birth of children by an existing family member,
- Adoption of children,
- Long-term foster placement or court-ordered custody,
- Court granted guardianship or conservatorship,
- **Adult children under 24 years of age who left only to attend school. Request must be received within 30 days of dis-enrollment or graduation.**

*Explanation of Change: This clarifies for families per PHA policy of the timeline when adult children can request to return to the household.*

Chapter 7, Paragraph D. Items to Be Verified

11. Familial Status or **Marital Status Spousal Relationship**

*Explanation of Change: Removing marital status expands relationships to spousal relationship*

Chapter 6 B. Income and Allowances

**All employment income will be included unless separation or termination of employment is verified.**

*Explanation of Change: This clarifies for income calculation per regulation that separation and termination of employment must also be verified.*

Chapter 6, Paragraph E

**PHA-approved** spouse/partner or co-head will “inherit” the voucher in the event of the death of the head of household.

*Explanation of Change: Adding PHA-approved for situations of spouse that is not currently in the subsidized unit*

Chapter 8, Paragraph F

### **Term of Voucher (24 CFR §982.303)**

Vouchers may be issued for a term of 120 days. In the case of Port-Ins, the voucher may be less than 60 days as the voucher expiration date is based on the expiration date of the voucher from the initial PHA. The family must submit a Request for Tenancy Approval and Lease Approval within this period. Please see the VASH Addendum to this Administrative Plan for information about VASH vouchers.

Port in vouchers will be given the regulatory 30-day extension, in addition to any time left on the initial PHA's voucher. The 30 days will start at the end of the initial PHA's voucher date or the date of the briefing, whichever is longer. Additional extensions to be granted by initial PHA.

*Explanation of Change: This is HUD regulation and clarification for Admin Plan*

### **Chapter 12, Increases in Income**

Program participants must report all changes in household income in writing within thirty (30) days of the change. The PHA will conduct interim recertifications for any income increases for families who:

- Are Family Self Sufficiency program participants or;
- Are Home Ownership program participants or;
- Have zero income or;
- Have an Earned Income Disregard (EID) at the end of the 24-month period or;
- Have a repayment agreement for a debt owed to the PHA or;
- Failed to report a change timely.
- Request by the participant in writing to have the increase processed

The PHA will not process an interim rent adjustment if all reported changes result in an overall income increase, **unless requested in writing by the participant**. If an increase in income is due to an addition to the household, the PHA will process a rent adjustment to include the income of the household addition.

*Explanation of Change: This allows participants to have the choice to have an increase to be processed.*

### **Chapter 17, Paragraph A.**

#### **A. Repayment of Debts to the PHA**

##### **Family**

When a family is determined to have incurred a debt to the PHA due to underreporting or the failure to report a change in income or household

composition in a timely manner; the PHA will meet with the family to inform them about the debt and about the process used to identify and calculate the debt. The family is required to reimburse the PHA for the difference between the tenant rent that should have been paid and the tenant rent that was calculated in accordance with HUD's rent formula. The difference is called retroactive rent. The family will be given the opportunity to make full repayment of the debt at that time or the family may enter into a repayment agreement with the PHA.

In the case of unapproved member(s) in the subsidized unit when the PHA is unable to accurately calculate the household income; the PHA will require repayment of 100% of the housing assistance payments and utility reimbursement payments for the timeframe of the residency of the unapproved household member(s).

*Explanation of Change: This is to clarify in the situation that the family fails to cooperate and provide the income verifications to calculate the overpaid Housing Assistance Payment (HAP), then the entire HAP will be owed to the Housing Authority*

#### Chapter 17, Paragraph A

#### **Repayment Time Period:**

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

A minimum monthly repayment of fifty dollars (\$50) will be established for families whose repayment calculation equals less than the minimum repayment.

*Explanation of Change: This establishes a minimum amount for repayment agreements.*

Addendum 1: The Family Self-Sufficiency Program (also updated in the ACOP-City and County, Chapter 16: Family Self-Sufficiency Program)

~~Suitable employment is any permanent full-time employment (of at least 32 hours per week) that is obtained by the FSS head of household.~~

~~Full-time employment is defined as: For hourly or salaried employees—at least 32 hours per week at minimum wage and consecutively for the past six (6) months upon completion date of the contract.~~

*Suitable employment generally refers to a job that offers wages comparable to your recent employment and duties that fit your education level and work experience.*

*Explanation of Change: Removing old definition and expanding definition of suitable employment.*

**Glossary**

**SPORADIC INCOME:** Income received less than three pay periods in the year

*Explanation of Change – Defines definition of sporadic for purposes of income calculation*



**Sacramento Resident  
Advisory Board**

REPRESENTING SHRA TENANTS IN THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO

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1725 K STREET #101  
SACRAMENTO, CA 95811  
916.443.5547  
[SACRAB@GMAIL.COM](mailto:SACRAB@GMAIL.COM)  
[WWW.SACRAB.ORG](http://WWW.SACRAB.ORG)  
501(c)(3) TAX ID:  
26-3123191

September 3, 2019

SHRA  
801 12<sup>th</sup> Street  
Sacramento, CA 95814

COMMITTEES:

ALDER GROVE  
ARDEN VILLA  
BIG TREES  
CAPITOL TERRACE  
COLONIAL HEIGHTS  
CORAL GABLES  
COMSTOCK  
CREEK SIDE  
CRYSTAL GARDENS  
EDGE WATER  
GIBSON OAKS  
GRAN CASA LINDA  
LINCOLN MANOR  
LITTLE BELL  
MARINA VISTA  
PARADISE MANOR  
PINE KNOLL  
SHERMAN OAKS  
TWIN RIVERS  
WILLIAM LAND VILLA  
SHARP PROPERTIES

RE: Proposed 2020 Admin Plan and ACOP

Dear Sirs;

We provide this letter of support for the Proposed 2020 Admin Plan and ACOP updates.

The SRAB board, as the jurisdiction wide resident council, voted unanimously to issue a letter of support for these proposed changes to the Annual Plan. We have no challenges to the proposed changes.

Please forward our support to the Commission.

Thank you.

*Anthony Mann*

*For:*

*Debbie Surret*

*Anthony Mann*

*Dolores Flores-Dixon*

*Gale Morgan*

*John Martin*

**LEGAL SERVICES**  
*of*  
**NORTHERN CALIFORNIA**

September 4, 2019

Sacramento Housing and Redevelopment Commission  
630 I Street  
Sacramento, CA 95814  
*Submitted via e-mail to vsmith@shra.org*

**Re: Comments on 2020 Draft Annual Plans for the Housing Authority of the City and County of Sacramento**

Dear Honorable Members in Session:

Legal Services of Northern California provides legal assistance to low-income families throughout Sacramento County. We respectfully submit the following comments in response to the request for public comment issued by the Agency regarding the draft 2020 Housing Choice Voucher (HCV) Administrative Plan (Administrative Plan) and the Draft 2020 Admissions and Continued Occupancy Policy (ACOP) for the City and County.<sup>1</sup>

During the comment period, we met and corresponded with Agency staff to discuss the Draft Administrative Plan and ACOP. As a result of this collaboration, staff answered many of our questions and addressed a variety of our concerns and we understand are still in the process of addressing some of our comments. We continue to appreciate this opportunity as well as the time and hard work Agency staff put into the drafts and into addressing our comments and concerns.

The comments below address the remaining issues not yet resolved, that we believe are resolved but await confirmation, and/or that we have agreed to disagree on. We are happy to continue to work with Agency staff as the drafts are finalized in the coming weeks.

**Administrative Plan**

**Chapter 5: Subsidy Standards**

At page 5-2, the Agency proposes to limit the addition of adult children under 24 years of age who left only to attend school to only those who request to return the household within 30 days of disenrollment or graduation. This change unnecessarily ties the Agency's hands for young adults needing to return home. Young adults are almost by definition in a time of transition at this age and may need to return home to their families at different points in time depending on what is happening in their lives. Their need for help may or may not happen

<sup>1</sup> Our comments pertain to both the ACOP for the City and the ACOP for the County, but the specific page references are to the ACOP for the City.

within 30 days of leaving school. The current rule already limits the addition to those who are both under 24 years of age and who left only to attend school. There is no additional burden to the Agency to not have this additional time limitation as the voucher size does not increase with the addition of these young adults. We respectfully request that the Agency forego adding this additional limitation. Adding yet another additional limitation poses barriers that lead to families not being able to support each other.

### **Chapter 17: Debts**

At page 17-2, the Agency proposed to impose a minimum monthly payment amount of \$50. However, HUD's PIH Notice 2018<sup>2</sup> provides that repayment agreements should not result in the participant paying more than 40% of their adjusted income for rent and the repayment agreement. Although the Notice provides PHA's with some discretion in repayment agreements, the notice does not state or imply that the PHA may exceed the 40% affordability limit. The proposed amount of \$50 is not an insignificant amount and would especially impose a hardship on those who are already at or near the 40% mark. Accordingly, the proposal for a minimum amount is improper.

### **Chapter 27: Language Access Plan**

At pages 27-8 to 27-9, the Agency's Language Access Plan lays out how participants with limited English proficiency (LEP) may access interpreters at various points of contact with the Agency including e.g. at intake, briefings, and recertification. Because we have had clients experience difficulty in obtaining appropriate language access for inspections, we recommend that the Agency plan for and include a section on how the Agency provides language access at inspections. The inspection process is a critical process during which participants need to be able to communicate their concerns and questions to the inspectors who come into their homes and it is essential that the Agency create an effective policy for ensuring that LEP participants and those persons who use sign language are able to meaningfully communicate with the inspectors.

### **ACOP**

### **Chapter 8: Transfer Policy**

At page 8-7, the Agency identifies reasons that a public housing resident may refuse a transfer unit for good cause. The Agency has included school change in the event that a student with disabilities and an IEP is enrolled in a nearby school, but does not extend that to students without disabilities. School change can be very disruptive to children and families and can cause large gaps in instruction time, so we propose adding it as one possible good cause reason to refuse a voluntary transfer.

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<sup>2</sup> The Notice is available at <https://www.hud.gov/sites/dfiles/PIH/documents/PIH-2018-18-EIV-Admin-Notice-PIH-2012-10-FINAL.pdf>.



### **Chapter 9: Leasing**

Page 9-9 lists possible household additions, including spouse/partner, live-in aide, and more. The Administrative Plan specifically allows additions of disabled adult children, but the ACOP does not. We propose adding "adult children of the head of household or spouse who are disabled" to the list of possible household additions to keep the ACOP consistent with the Administrative Plan.

### **Chapter 17: Violence Against Women Act & Domestic Violence**

Pages 17-4 and 17-5 discuss circumstances in which the PHA may be able to terminate tenancy or deny assistance to a victim of domestic violence, but does not make any reference to applicable state law that provides additional protections and procedures landlords must adhere to before termination. We propose adding the following language on Page 17-5, after the fourth paragraph: "Notwithstanding the above, the PHA shall also apply applicable state law protections including but not limited to Code of Civil Procedure Section 1161.3."

Thank you for considering our comments. If you have any further questions or need any additional information, I may be reached at [sropelato@lsnc.net](mailto:sropelato@lsnc.net) or (916) 551-2150.

Sincerely,



Sarah R. Ropelato  
Managing Attorney

## RESOLUTION NO. SHRC-\_\_\_\_\_

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

**September 18, 2019**

### **2020 PUBLIC HOUSING AGENCY FIVE YEAR AND ANNUAL PLAN FOR THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO AND HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO**

**WHEREAS**, the 2013-2019 Consolidated Plan is a planning document that identifies overall housing and community development needs in the City and County of Sacramento, and outlines a strategy to address those needs.

**WHEREAS**, the proposed 2020 Public Housing Agency (PHA) Five Year and Annual Plan is consistent with the 2013-2019 Consolidated Plan, which was approved by the City and County of Sacramento.

**WHEREAS**, beginning with the 2001 fiscal year budget and associated resolutions and reauthorized each subsequent year in the resolutions approving the Housing Authority of the City and Housing Authority of the County of Sacramento (collectively Housing Authority) budgets, the Sacramento Housing and Redevelopment Agency and its Executive Director, or her designee, are delegated authority by the governing boards of the Housing Authority to conduct a public hearing on behalf of the Housing Authority to discuss the Public Housing Agency Annual Plan (PHA Plan) as applicable and invite public comment on the plan.

**WHEREAS**, the proposed PHA Plan changes were presented to the Resident Committees and the Resident Advisory Board, and made available to the public on July 12, 2019.

**WHEREAS**, a public hearing, duly noticed for more than a 45-day period, was held on September 4, 2019 on the 2020 PHA Five Year Plan, Annual Plan, and Capital Fund Program Five-Year Action Plan (2019-2023) on behalf of the Housing Authority and comments received were considered by the Sacramento Housing and Redevelopment Commission.

**WHEREAS**, activities authorized by the PHA Plan and CFP have been analyzed in accordance with CEQA and NEPA. The recommended actions and all changes to the Annual Plan are administrative in nature and therefore are not a project subject to provisions of CEQA per 14 California Code of Regulations §15378(b), and are determined to be exempt from NEPA per 24 Code of Federal Regulations (CFR) §58.34(a)(3). Changes to the Capital Fund Program involve adjustments for funding activities only, and do not propose any new projects. To the extent that funding becomes available, making these projects possible, individual environmental review under CEQA and/or NEPA will be performed prior to any actual funding commitment or choice-limiting action.

**NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. After due consideration of the facts presented in the recitals above, the staff report and at the public hearing, the findings, including the environmental determinations regarding this action, are found to be true and correct and are hereby adopted.

Section 2. The Public Housing Agency Five Year and Annual Plan, consisting of the Public Housing Admissions and Continued Occupancy Policy and the CFP Five-Year Action Plan (2019-2023) for both the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento and the Administrative Plan for the Housing Choice Voucher program for the Housing Authority of the County of Sacramento only, is hereby approved.

Section 3. The Executive Director or her designee is authorized to make non-substantive changes to the Plan based on any additional public comments received.

Section 4. The Executive Director or her designee is authorized to make changes to the PHA Plan as directed by the Department of Housing and Urban Development (HUD) or as required to comply with the Quality Housing and Work Responsibility Act of 1998.

Section 5. The Public Housing Agency certifies that the Plan is consistent with the Consolidated Plan per 24 CFR §§ 903.5 and 903.15.

Section 6. The Executive Director or her designee is authorized to execute and submit all required documents for the submission and certification of compliance of the 2020 PHA Five Year and Annual Plan to HUD or to comply with the Quality Housing and Work Responsibility Act of 1998.

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CHAIR

ATTEST:

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CLERK

**MEMORANDUM**

Date: September 11, 2019  
To: Sacramento Housing and Redevelopment Agency Commission  
From: Remi Mendoza, Senior Planner  
SUBJECT: **Draft Vision and Guiding Principles for the 2040 General Plan Update**

**Background**

Developing a Vision and Guiding Principles is an important first step in the General Plan Update process, setting the tone for the General Plan by identifying key themes and priorities. They describe a shared aspiration for the kind of place envisioned for Sacramento in 2040 and what is necessary to achieve it. They are a broad, aspirational statement that will inform the more specific, detailed language of the goals and policies in the plan.

Once adopted by Council, the Vision Statement & Guiding Principles (Attachment 2) will guide the development of the General Plan throughout the update process. The Vision and Guiding Principles will be incorporated into the 2040 General Plan to provide a long-term framework for decision-making to help ensure overarching community objectives are achieved. More immediately, in the next phase of the process, the Vision and Guiding Principles will be used as a lens for evaluating options and strategies to incorporate into the 2040 General Plan Update and Climate Action Plan.

**Community-Informed Vision**

The draft Vision and Guiding Principles reflect input received from a range of stakeholders between January and July 2019, during Phase I of the General Plan Update process. The focus of Phase I was on understanding issues and opportunities that need to be addressed in updating the General Plan and Climate Action Plan. Outreach conducted during this phase included:

- Stakeholder Interviews (*January/May*)
- Four citywide workshops (*April/May*);
- Planning and Design Commission input (*May 9th*);
- Youth in the Summer at City Hall Program (*June*)
- Meetings with the interdepartmental Technical Advisory Committee (TAC) (*January/June*);
- Meetings with the Environmental Justice Working Group (EJWG) (*May/June*)

In all, during this phase over 500 individuals shared input which has informed the 2040 Vision and Guiding Principles.

**Summary of Key Themes**

The Vision and Guiding Principles in the 2035 Plan were originally adopted in 2009 as part of the 2030 General Plan. Input from community members in 2019 reaffirmed that many of the major themes from that prior effort remain current today; however, some new priorities have emerged and the emphasis around certain themes has shifted. Overall, the following six broad themes emerged from community outreach conducted as part of Phase I:

- Sustainable and Responsible Growth
- Resiliency and Climate Action
- Safe, Equitable, Inclusive, and Just City
- Regional Economic Hub
- Livability and Sense of Place
- Interconnected, Accessible City

A report of the community input received as part of Phase I outreach is included in Attachment 3. A summary of the key take-aways that have informed the 2040 Vision and Guiding Principles is provided below:

- A major theme of the 2035 Vision and Guiding Principles was environmental sustainability, and this remains a community priority today; however, input received in 2019 indicates heightened concern and a greater sense of urgency for action.
- Whereas the 2035 Vision and Guiding Principles emphasized the need for a “balanced,” multi-modal transportation system, in 2019 community members expressed a strong preference for prioritizing active modes of transportation — including walking, bicycling, and transit — over single-occupant vehicles in the interest of reducing GHG emissions, improving community health, and addressing congestion.
- Community members who provided input during Phase I supported a continued focus on improving livability and increasing opportunities for infill development; however, there was a greater emphasis on ensuring a range of housing options is available and affordable to residents in all income demographics and at all stages of life, including students, young adults, families, and seniors.
- Public safety emerged as a higher priority in 2019 than in the prior Vision and Guiding Principles. Community members referenced sense of safety in their neighborhoods and on roadways as a high priority, as well as safety from natural hazards and the impacts of climate change.
- A new theme that emerged in 2019 has to do with equity. Community members recognized a range of factors that need to be addressed in order to address disparities between neighborhoods in Sacramento.

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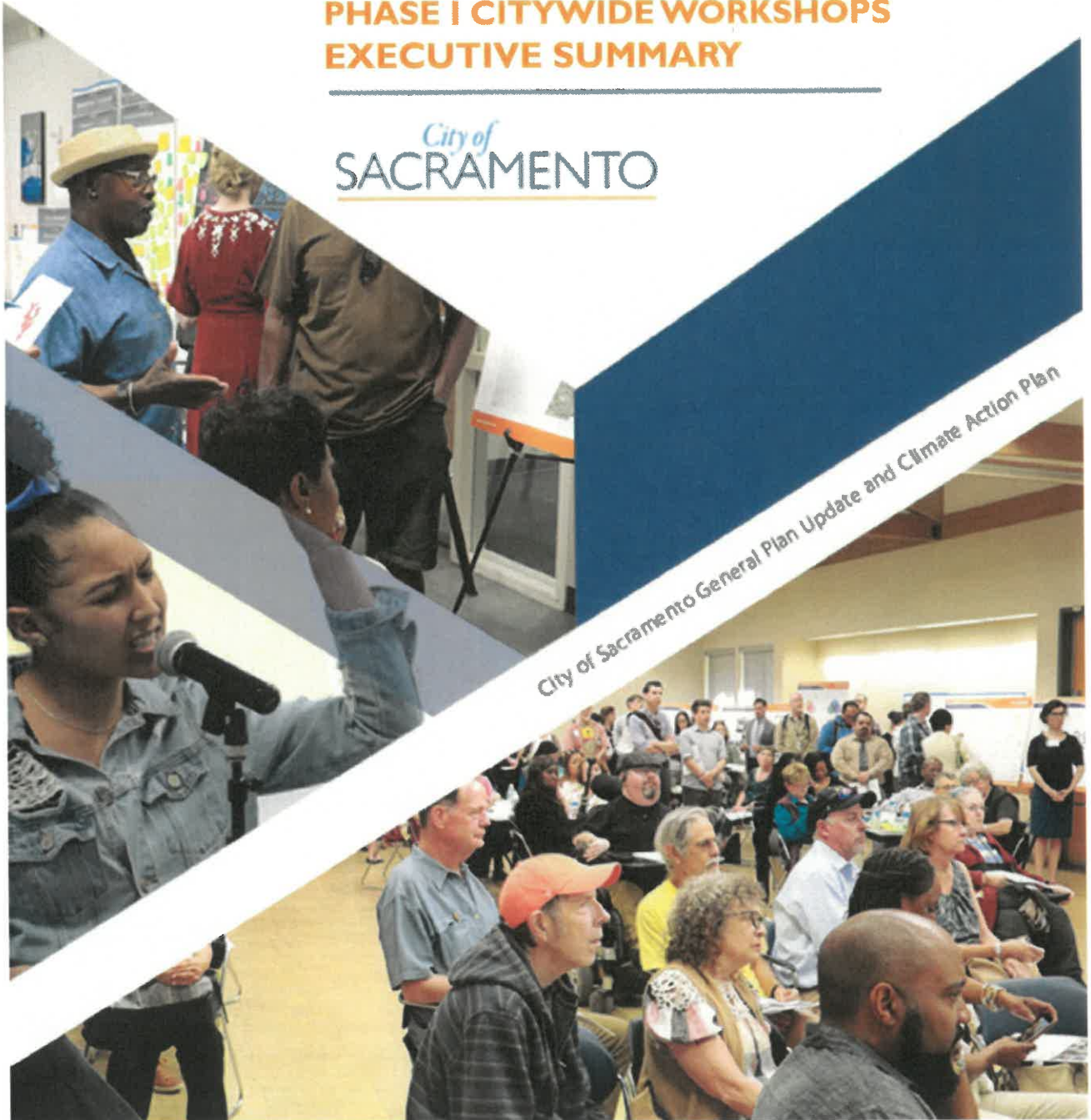
# sacramento | 2040

## PHASE I CITYWIDE WORKSHOPS EXECUTIVE SUMMARY

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*City of*  
**SACRAMENTO**

City of Sacramento General Plan Update and Climate Action Plan



In 2019, the City initiated an update to the General Plan to ensure it remains responsive to the challenges of the coming years. In parallel, the City will also be preparing an ambitious Climate Action Plan that outlines a community-wide framework for reducing greenhouse gas emissions and establishes Sacramento as a climate leader. A critical step in the first phase of the process involves gathering information, feedback, and ideas from community members on the major issues and opportunities for Sacramento. This Executive Summary contains a description of the workshop purpose, format and location; a summary of key findings and major themes; and an explanation of how the input gathered will inform the planning process.

## Workshop Purpose, Format and Location

A series of four citywide workshops served as a kick-off of the public engagement process for the General Plan Update and Climate Action Plan. Key objectives of the workshop series were to:

- Build awareness and inform the whole Sacramento community about kick-off of the project.
- Solicit input from community members on critical issues and opportunities, and on the vision and guiding principles for Sacramento over the next 10 to 20 years.

The community workshops were structured in an open house format with a brief presentation about the General Plan Update. Planning staff presented an overview of the process and format of the workshop. Each open house had seven stations representing key topics of the General Plan Update: Issues and Opportunities, Vision Statement and Guiding Principles, Environmental Justice, Climate Change, Mobility, and Livability. As community members walked in, they were provided with a comprehensive facilitated guidebook for each interactive station that provided posed topical questions for each station and allowed space for answers. Community members were also encouraged to add comments directly on some display boards.



*Community members listening to the presentation*

The four citywide community workshops were held in north, south, and central locations on a weeknight in late-April through early May. The citywide workshops took place from 5:30 p.m. to 7:30 p.m. More than 340 community members attended the workshop series.





*Community members participating in workshop exercises*

## Summary of Key Findings

Across all workshops, major themes emerged from workshop participants' responses. Residents wanted to protect and enhance the things they love about Sacramento: the trees, the rivers, the diversity and friendliness, the fresh food, the arts and culture. Residents expressed concerns about climate change and disaster risk, about racial and geographic equity, about housing affordability and homelessness, about safety, and about shortcomings in transit, biking and walking systems. Below are some of the key findings.

### Issues and Opportunities

Workshop participants were asked about their overall vision for the City of Sacramento, including what they love about the city and how they would like to see it changed. Their responses indicate top-of-mind concerns, big picture ideas, and major priorities for Sacramento's future.

When asked what features of Sacramento they valued most, residents described a variety of the City's unique characteristics, including its access to natural resources, diverse and friendly community spirit, opportunities for walking and biking, and how the City's size and location enable residents to experience the benefits of both small town and big city life:

- Sacramento's natural beauty, especially the abundant trees and access to the river (34%)
- Sacramento is a diverse and friendly city, with activities available for people of all ages (28%)
- Sacramento has a unique and welcoming "small-town" feeling, while still offering the arts, entertainment, and cultural amenities typically associated with larger cities (13%)
- Opportunities for walking and biking (13%)
- The accessibility of farmer's markets and Sacramento's close connection to the agricultural community (12%)

Residents were asked to describe what, if anything, they would like to see more of in the City. Suggestions included a diverse and expanded suite of public services, increased opportunities for active transportation, and more affordable housing:

- Expanded cycling facilities, including bike lanes, bike paths, places to lock bikes, and ongoing facility maintenance, more frequent and extensive transit, more sidewalks and walkable places, fewer cars and less driving (33%)



- Expanded public services, especially those serving youth, the elderly, and the homeless (17%)
- Affordable housing, particularly located near transit, in walkable neighborhoods, and serving a wide range of resident types, including for those experiencing homelessness (15%)

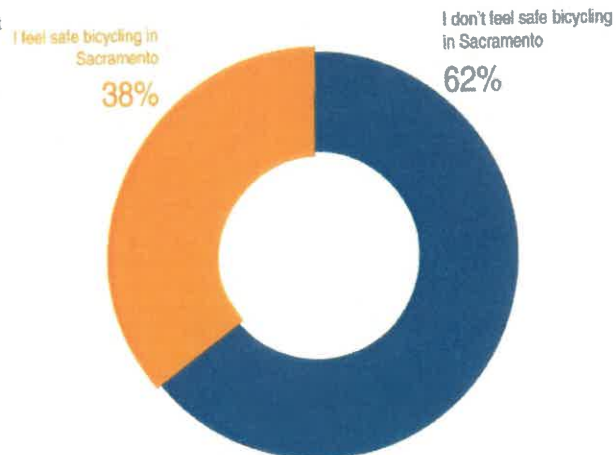
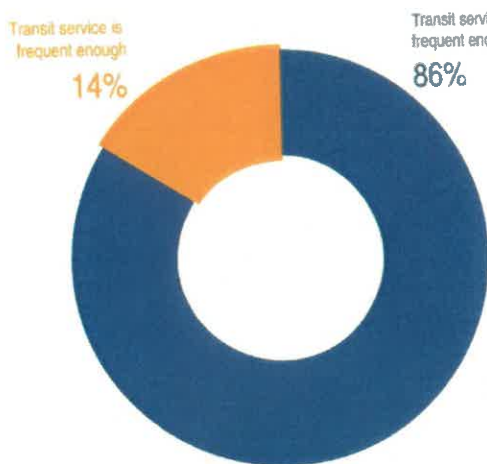
Residents were also asked to describe what they would like to see change in Sacramento. Here, too, major themes emerged around housing affordability, mobility improvements for transit, biking, and walking, and services and housing for those experiencing homelessness:

- Improvements in mobility options for cyclists, pedestrians, and transit riders, including expansion of services and increased emphasis on safety (12%)
- More housing, serving residents at a variety of income levels (11%)
- More housing and services for the homeless population (10%)

## Mobility

Workshop participants consistently expressed a desire for better transit, safer bike lanes, and more walkability. Only 1% of citywide workshop participants requested more parking, wider roads, or more freeways, while 33% requested more bike lanes, better transit, more walkable communities, less driving, or car-free spaces. Sacramento's ambitious climate goals make it necessary to achieve dramatic increases in walking, biking, and transit mode shares; workshop participants helped to identify some of the biggest barriers to achieving that vision. Common themes included increasing the convenience and ease of access of transit services, both the area which they serve and the frequency at which they arrive; improving user's sense of safety and comfort; and ensuring that transit is affordable for all members of the community (Note that many participants cited multiple factors, so percentages may add up to more than 100%):

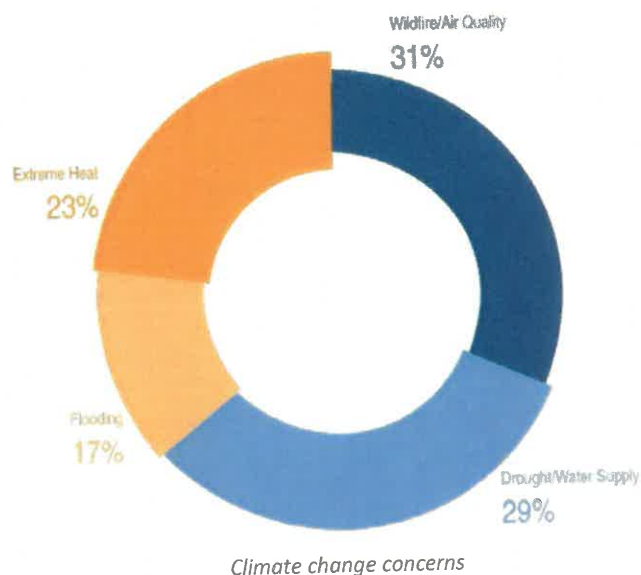
- Bike facilities, sidewalks, and transit routes should reach more places people want to go (43%)
- Cycling, walking, and using transit should feel safe across the city and at all times of day and night (35%)
- Transit services should be frequent, and rides fast and efficient (25%)
- Transit should be affordable to residents of all ages and income levels (9%)
- The transit experience should be clean and comfortable (5%)



Further, clear geographic patterns emerged around how easy it is to get around in Sacramento. Residents of Central City and East Sacramento rated Sacramento very highly for ease of getting around; residents of North Sacramento, North Natomas, South Natomas, and South Area were much more likely to say that they have difficulty getting around the city (see Map: Ease of Getting Around).

## Climate Change

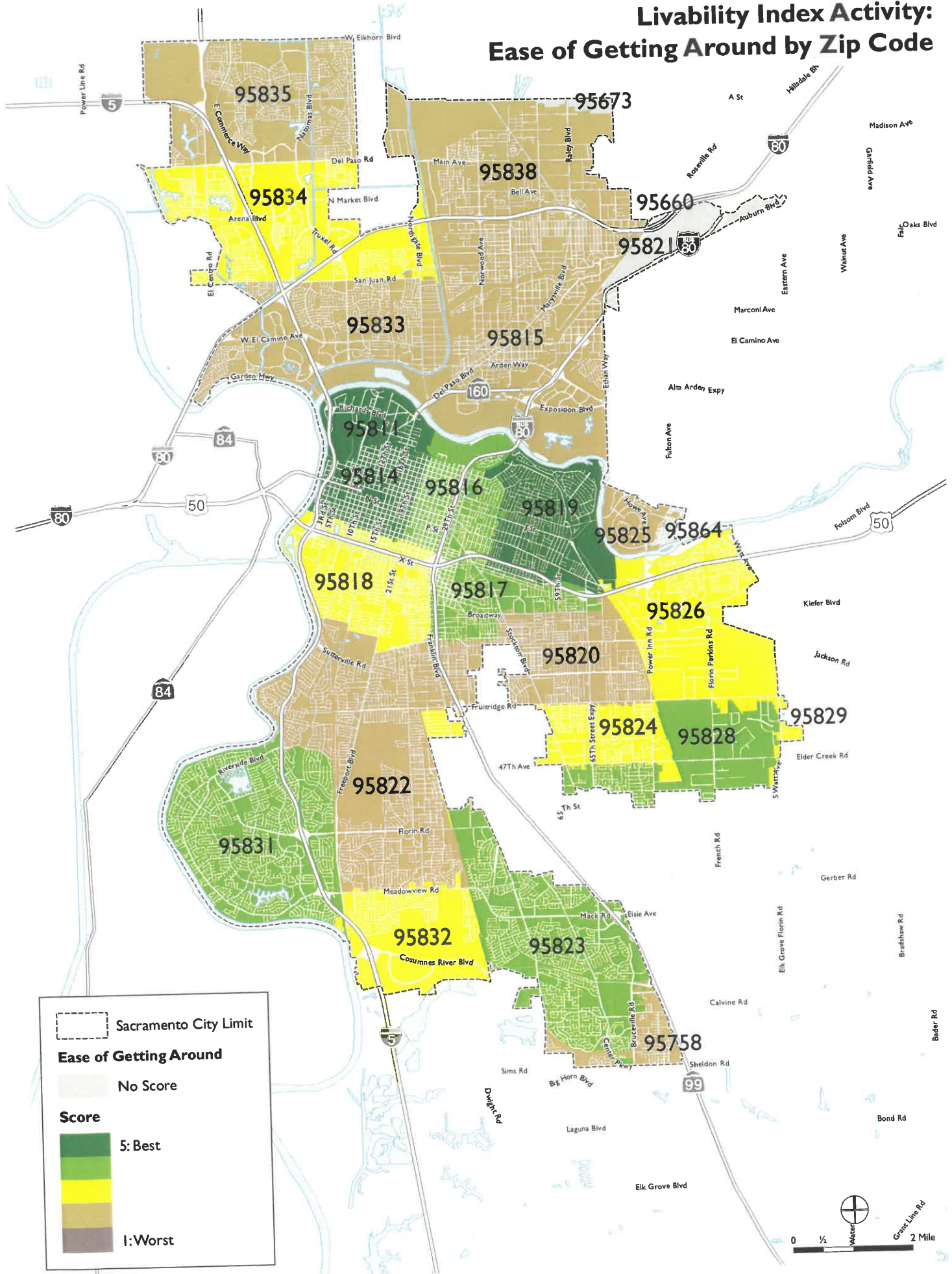
Workshop participants showed a strong, pressing concern about climate change and a desire for the City to take action on climate. Only one resident in all of the Citywide workshops expressed “no concern” about climate change impacts; every other resident was concerned about climate change, especially about wildfire and air quality, drought and water supply, and extreme heat. Additionally, only 7% of workshop participants thought that Sacramento was well prepared for a natural or man-made disaster.



Community members also listed other concerns about climate change; of those responses, a third included concerns about catastrophe, instability, human extinction, disastrous food shortages, or violence, indicating just how urgently many community members want climate action. Other key themes that emerged included concerns over health impacts, general food availability, ecological impacts, and flooding.

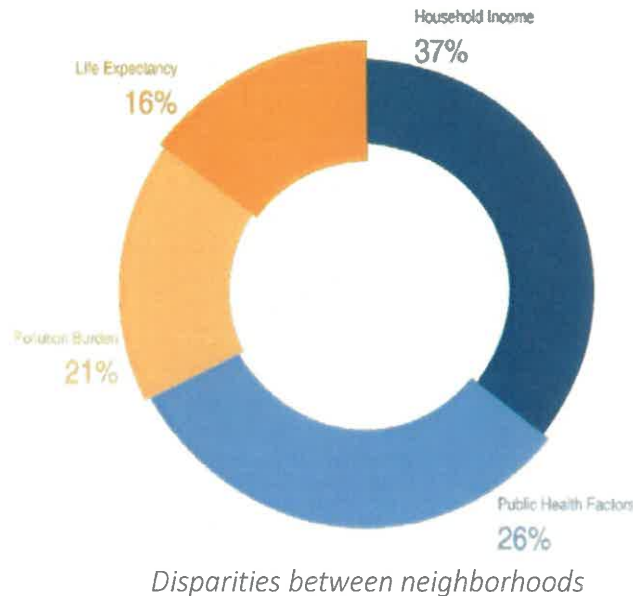
- Decreased accessibility and affordability of food (15%)
- The effect of extreme heat and air quality degradation on public health (15%)
- Harm to wildlife, tree canopy, and insects (13%)

# Livability Index Activity: Ease of Getting Around by Zip Code



## Environmental Justice

Workshop participants expressed concerns about disparities that they have observed between neighborhoods in Sacramento. The biggest disparities they noted were household income, public health factors, and disparate pollution burdens.



Residents also noted differences in access to healthy food, job and educational opportunities, public and active transit options, and natural resources, as well as differences in the relationship between the neighborhood and local police:

- Access to fresh, healthy food (14%)
- Accessibility of jobs and educational opportunities (14%)
- Quality public transit options and walkability (13%)
- Prevalence of tree canopy and availability of green space (11%)
- Availability of public services, including health and emergency centers (11%)
- Relationship between the community and local police (11%)

Further, when residents rated their access to parks and recreation facilities, North Sacramento and South Natomas -- both with large clusters of State-designated disadvantaged communities -- received the lowest ratings. (See Map: Parks and Recreation).

## Livability

Workshop participants defined livability in broad terms, and gave a sense of the range of factors that go into a feeling of livability. The most common themes around livability included access to nature, easy connections and access, arts and culture, a sense of community, and feeling safe (many participants mentioned several ideas: percentages may add up to more than 100%):



**Livability Index Activity: Access to Parks and Recreation by Zip Code**

**Legend:**

- Sacramento City Limit
- Parks and Recreation
- No Score
- Score
- 5: Best
- 1: Worst

**Zip Codes and Scores:**

- 95835: 5
- 95834: 5
- 95833: 4
- 95815: 4
- 95811: 5
- 95814: 5
- 95816: 5
- 95819: 5
- 95818: 5
- 95817: 5
- 95820: 4
- 95826: 5
- 95824: 5
- 95828: 5
- 95829: 5
- 95822: 5
- 95831: 5
- 95832: 5
- 95823: 5
- 95758: 5
- 95673: 4
- 95660: 4
- 95821: 4

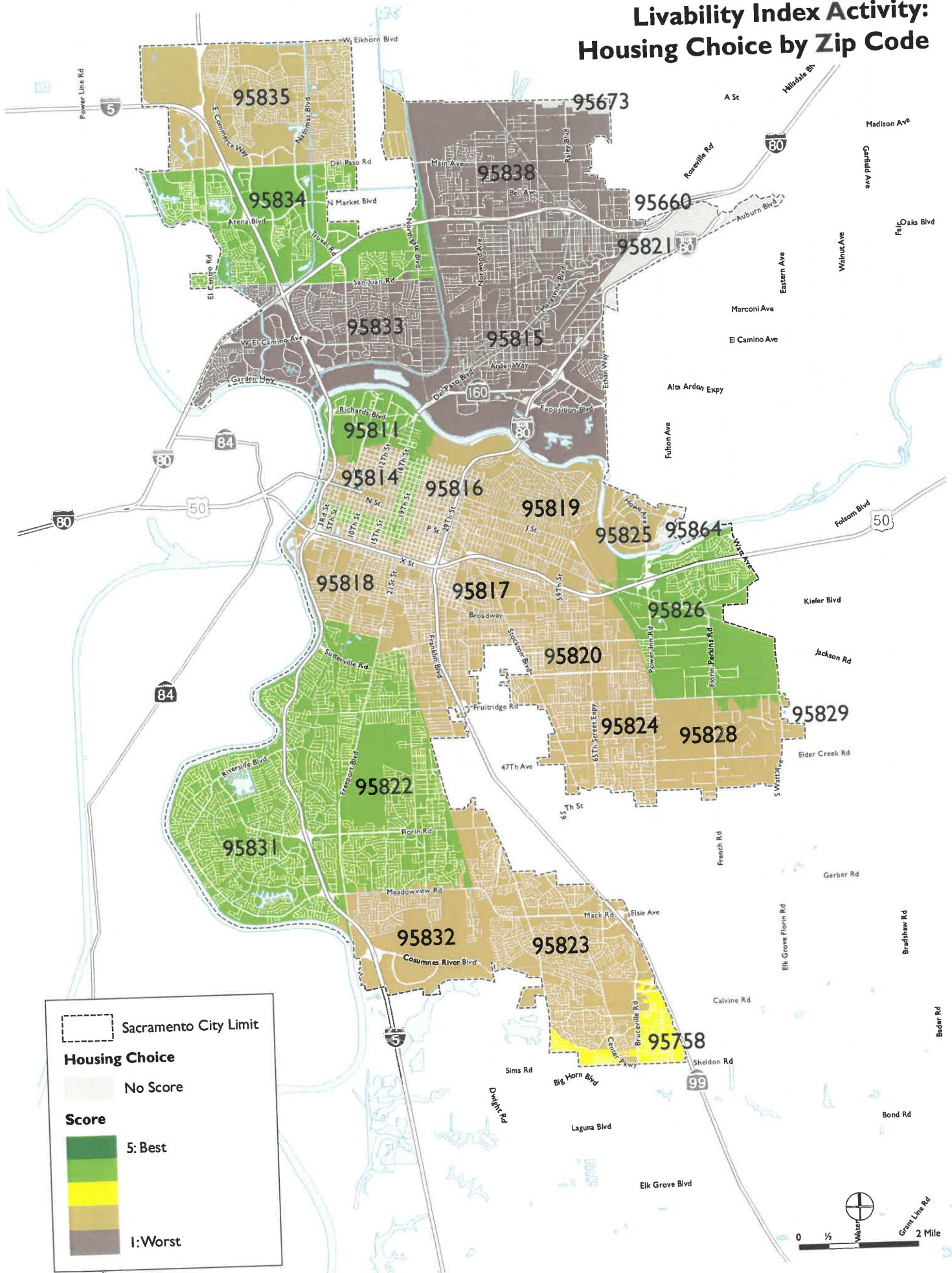
- Residents also noted disparities in housing access, a key component of livability. Rating housing choice in Sacramento on a scale of 1 (poor) to 5 (good), only 7% of respondents picked 5 (good), while 47% rated housing choice as a 1 or 2. Low scores were especially common among residents of North Sacramento and South Natomas. (See Map: Housing Choice).

Input gathered through the workshop series identified key issues and opportunities from the community perspective as well as the aspirations of residents, businesses, and employees for the future of the city. This input has shaped the update to the Vision and Guiding Principles. The input will also be revisited later in the process to inform development of goals, policies, and implementing actions for the 2040 General Plan and the Climate Action Plan.





# Livability Index Activity: Housing Choice by Zip Code







# **SACRAMENTO | 2040**

## **Draft Vision Statement and Guiding Principles Update**

The Vision and Guiding Principles describe a shared image of the kind of place that Sacramentans would like their city to be in 2040 and what is necessary to achieve it. They identify key themes and priorities, and set the tone for the General Plan Update and Climate Action Plan. In April and May 2019, over 400 individuals attended workshops and shared input which has informed the 2040 Vision and Guiding Principles.





## Vision Statement

**In 2040, the City of Sacramento will be a national model of sustainable, equitable growth and community development.**

Sacramento will continue to be a dynamic regional center of culture, diversity, jobs, food, and beautiful parks and trees, and will cultivate inclusive access to opportunity and healthy living. The General Plan seeks to direct growth and change into commercial and transit corridors, building on the city's existing assets and character. Pedestrian, bicycle and transit options will be prioritized over automobiles.

Every neighborhood will be a desirable place to live, with safe streets, extensive tree canopy, a range of housing choices, mixed-use neighborhood centers, great schools, parks and recreation facilities, and convenient connections to jobs, services, and nature. Every resident will feel the freedom to walk and bike safely and comfortably. Sacramento's neighborhoods will be affordable and inclusive, and every resident will have the opportunity to thrive.

As California's capital, Sacramento will continue to be a primary center for government, employment, education, and culture. The city's economy will continue to strengthen, diversify, and participate in changing global industries.

Sacramento will be a leader in bold, equitable climate action and the green economy, taking steps to cut waste, pollution, and carbon emissions. Through its continued progress toward Sacramento's 2045 climate neutrality goal, the city will also achieve other, interconnected goals: healthy, climate-safe homes, green spaces and tree canopy for all, an efficient zero-emissions transportation system, clean air, and a thriving, sustainable economy. Recognizing the future challenges of climate change, Sacramento will build resilience for all its communities, especially the most vulnerable.

Sacramento will ensure that residents of all ages and abilities have access to a range of reliable, environmentally responsible transportation options. Sacramento will invest in its aging infrastructure and prioritize carbon-neutral transport, and will have clean air, water, and "complete" streets.

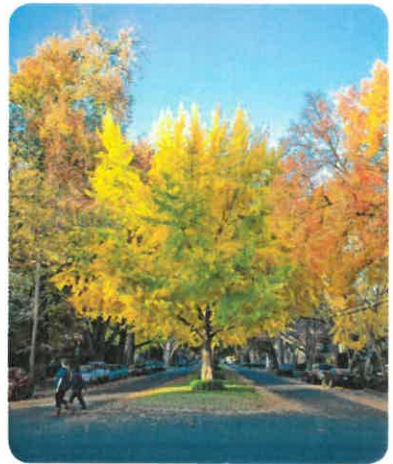
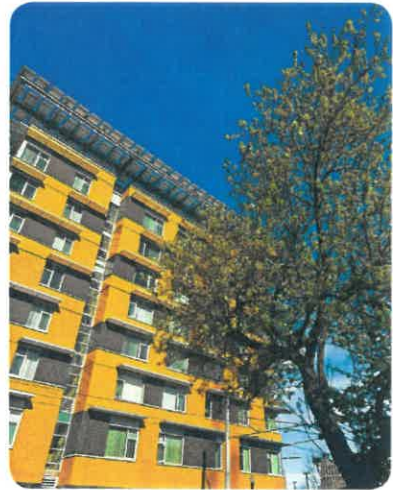
Sacramento will ensure the just and equitable treatment of all neighborhoods and people, address historical inequities, and ensure broad community participation and ownership in public processes. Sacramento will continue to celebrate its cultural and ethnic diversity and will foster the arts, protect historic, cultural, and natural resources, and cultivate its extensive urban forest and riverways.



## Guiding Principles

### SUSTAINABLE AND RESPONSIBLE GROWTH

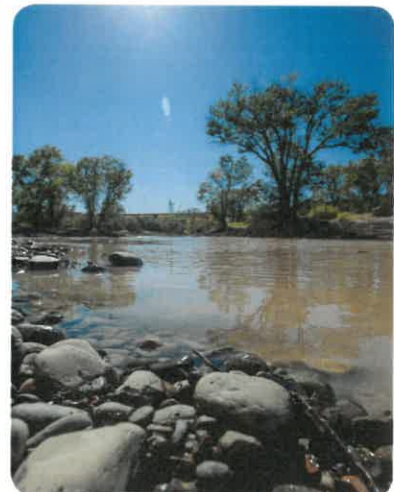
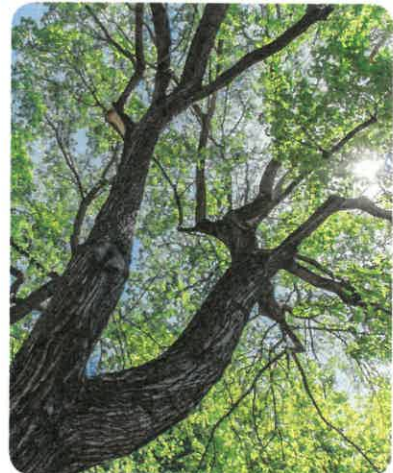
1. Concentrate new growth within Sacramento's existing footprint to promote a **compact development pattern** that supports efficient delivery of public services and infrastructure, while protecting surrounding open space lands.
2. Link new growth with **access to high frequency transit** in order to optimize public investments and support an accessible, convenient network that offers a viable alternative to the automobile and promotes public health.
3. Guide robust **investment in utility infrastructure** to support sustainable growth with an emphasis on serving disadvantaged communities.
4. Cultivate a **broad mix of housing types** in all residential zones throughout the city to provide options for residents of all income levels, while protecting existing residents and communities from displacement.
5. Foster "**complete neighborhoods**" that provide for residents' daily needs within easy walking or biking distance from home and that promote regular physical activity.
6. Make Sacramento a **model of sustainable living** by promoting environmentally conscious and health-promoting design of buildings, parks and infrastructure, as well as by promoting the adaptive reuse of historic buildings and the careful conservation of energy, water, open spaces, trees, and other natural resources.





## RESILIENCY AND CLIMATE ACTION

7. Take bold action to **achieve carbon neutrality** by 2045 and become a leading voice in the effort to reduce greenhouse gas emissions and adapt to climate change.
8. Proactively **prepare for the effects of climate change**, including flooding, fires, drought, smoke, heat, and infrastructure failure, and empower residents and businesses to respond, adapt, and evolve as a community in the face of climate change.
9. Facilitate the use of innovative approaches and new technologies to dramatically **reduce per capita energy use, waste, and pollutants**.
10. Collaborate across City departments as well as with other public agencies and community organizations to effectively **address environmental hazards** and **promote environmental health and resilience** throughout the community.
11. Recognize the importance of Sacramento's extensive tree canopy, and integrate and invest in **green infrastructure, parks, and gardens** in all neighborhoods to protect against excessive heat, to improve air and water quality, and to sustain human and environmental health.
12. Prioritize the most **vulnerable and under-served communities in developing climate solutions**, and take action to build resilience at the household, neighborhood, and citywide scale.





## SAFE, EQUITABLE, INCLUSIVE, AND JUST CITY

13. Work to ensure that Sacramento is an **equitable, inclusive, and just city** for people of all ages, abilities, races, gender, sexual identity, incomes, and cultures, such that everyone can achieve their full potential here.
14. **Prioritize safety** in Sacramento's neighborhoods, public spaces, streets, on public transit, and in decision-making.
15. Provide **law enforcement that collaborates with and is accountable to residents** and businesses through community policing strategies and proactive efforts to build trust and common understanding.
16. Direct community resources towards **historically disadvantaged communities** in an equitable manner.
17. Provide **responsive public services** that are accessible to and inclusive of residents of all ages, abilities, cultural, and linguistic backgrounds.
18. Holistically address the needs of and prioritize **care for the homeless**, directing resources in a compassionate way that facilitates the transition back into permanent housing.
19. Celebrate Sacramento's **diverse, multicultural communities** and promote tolerance and respect among all residents. Foster a **spirit of collaboration** and working together to build up the city and the people in it.







## REGIONAL ECONOMIC HUB

20. Strengthen Sacramento's role as a **regional economic center** that attracts and retains a broad range of living-wage jobs in a diverse range of established and emerging industries with opportunities for advancement throughout the city.
21. Foster entrepreneurship with a focus on **small local businesses**, home-based businesses, and other opportunities that increase workforce participation.
22. Empower Sacramento's workforce for success and build a "**cradle-to-career**" pipeline, collaborating with public agencies, educational institutions, and community groups to provide the education, training, and resources necessary to thrive.
23. Support **workforce participation** by improving access to efficient, affordable transportation, training, childcare, and senior care.
24. Encourage **equitable economic development** and investment that create opportunity for existing residents and businesses in underserved neighborhoods, while also taking action to prevent displacement.
25. Promote Sacramento as the **civic and cultural hub** of the Central Valley with world class destinations throughout the City that draws people from around the region and the state.



## LIVIBILITY AND SENSE OF PLACE

26. Ensure that Sacramento is a **clean and safe city**, with inclusive civic engagement and vibrant, diverse, welcoming public spaces where everyone feels comfortable.
27. Promote **pride of place** by respecting the unique character of established neighborhoods while also welcoming compatible high-quality infill development that provides options for people at all stages of life.
28. Focus resources on maintaining and improving **existing neighborhoods, community assets, and essential infrastructure**.
29. Cultivate community character throughout Sacramento by promoting **public art and festivals**; fostering **walkable mixed-use places with active street life**; and preserving and enhancing **historic, cultural, and natural resources**.
30. Expand **access to nature** and provide trees and parks in every neighborhood, as well as public access to rivers, green spaces, and the regional open space network.
31. Recognize **Sacramento's rivers** as a vital community asset, ensuring ecologically appropriate activities and providing public access, parks, recreational opportunities, and well-maintained trails all along the Sacramento and American Rivers.
32. Promote **healthy, physically active lifestyles** and community access to fresh food, water, sanitation, parks, green spaces, and clean air.
33. Work to ensure that Sacramento is a **family-friendly city**, with family-oriented destinations, accessible childcare, and neighborhoods that promote active lifestyles and are safe and livable for young and old alike.
34. Expand **recreational opportunities and programs** for residents of all ages, including lifelong learning opportunities for adults and after-school activities for children and youth.
35. Foster a thriving **local arts community** where residents and visitors can enjoy and create music, theater, dance, and visual arts throughout the city.





## INTERCONNECTED, ACCESSIBLE CITY

36. Strengthen **connections between Sacramento neighborhoods**, to neighboring communities, and to the wider region by expanding and enhancing the range of transportation options for people of all ages.
37. Reduce reliance on single-occupant vehicles, and prioritize **active transportation, high-occupancy transport, and zero-emission vehicles** over private vehicle use.
38. Improve the efficiency of the **multi-modal transportation system** and plan infrastructure that can flexibly accommodate rapidly emerging modes of transportation.
39. Recognize that traffic deaths and serious injuries are a public health issue and make the **safety of human life** the City's highest priority, taking proactive, preventive steps.
40. Include **equity as a prioritization tool** to ensure investment in underserved neighborhoods to improve equity in transportation, mobility, and other public service investments. Include all affected communities in transportation planning decisions.
41. Leverage information and communication technologies to enhance the **quality and performance of urban services**, including energy, transportation, and utilities.
42. Bolster **digital connectivity** for residents and businesses, recognizing that it underpins almost every aspect of modern living, from work to travel, leisure and health.





**DYETT & BHATIA**

Urban and Regional Planners

1330 Broadway Ste. 604 Oakland, CA 94612  
415 956 4300 | [www.dyettandbhatia.com](http://www.dyettandbhatia.com)