

# Folsom City Council Staff Report

<b>MEETING DATE:</b>	12/14/2021
AGENDA SECTION:	Public Hearing
SUBJECT:	Resolution No. 10777 - A Resolution of the City Council Approving the Sale of Surplus Land Located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for Purpose of Developing Affordable Housing
FROM:	Community Development Department

# **RECOMMENDATION / CITY COUNCIL ACTION**

Staff recommends that the City Council approve Resolution No. 10777 - A Resolution of the City Council Approving the Sale of Surplus Land Located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for Purpose of Developing Affordable Housing.

# **BACKGROUND / ISSUE**

The City of Folsom purchased the property located at 300 Persifer Street (Property) in 1961. The 0.91-acre site is located on the northeast corner of Persifer Street and Coloma Street as shown on the exhibit below.



Since 1961, the property was developed and used as a Fire Station, City Hall Annex, City Library, then offices for the Army Corps of Engineers during construction of Folsom Lake Crossing. The building on the property was vacant between 2009 and 2017.

In January 2017, City Council approved the demolition of the building, along with land use changes (General Plan Amendment and Rezone) from Commercial to Single Family High Density for the 300 Persifer Street site. That action also modified the Historic District Subarea boundaries so that the entire site is now located in the Persifer-Dean Subarea. City Council action on the land use changes for the property in 2017 also included direction to subdivide the property into five single-family residential parcels in keeping with the previous Theodore Judah historic lotting pattern.

On January 1, 2020, the Surplus Land Act was amended to address California's shortage of affordable housing by requiring local agency prioritization of affordable housing development when selling or leasing public lands no longer necessary for agency use. The Surplus Land Act requires agencies to take formal action in a regular public meeting to declare land surplus. Furthermore, local agencies are now required to notify housing sponsors registered with the State Department of Housing and Community Development (HCD) of the surplus land availability once the surplus declaration is made. Local agencies are also required to follow specific guidelines that ensure good faith negotiations occur with interested parties and that proposals with the greatest affordability targets are given priority for land disposition. Following the 90-day negotiation period, the agency must provide HCD with materials and process to ensure compliance with written findings and noticing requirements before the agency can sell or otherwise dispose of the property.

On September 22, 2020, City Council adopted Resolution No. 10531 declaring 300 Persifer Street (APN 070-0172-048-000) as surplus land with the specific purpose of creating at least five for sale affordable housing units. Specific findings and reference to Surplus Land Act requirements are listed below:

- 1. The land will be subdivided into five individual residential lots in keeping with the historic Theodore Judah lotting pattern each with 7,000 square foot lot size, 50-foot lot width, and 140-foot lot depth; and
- 2. The land will be transferred for the purpose of creating at least one for sale affordable housing unit on each of the five lots with consideration for a smaller secondary or accessory dwelling unit along the adjoining alley consistent with local zoning and State housing laws; and
- 3. Consistent with the Surplus Land Act, the City will notify housing sponsors registered with the State Department of Housing and Community Development of the surplus land availability; and
- 4. The City will submit relevant materials and process to the State Department of Housing and Community Development to determine compliance with the requirements of the Surplus Land Act.

On September 24, 2020, a Notice of Availability (NOA) was sent to all required entities. During the mandatory 60-day noticing period, two housing providers (Habitat for Humanity of Greater Sacramento and Retraining the Village) expressed interest in purchasing the property for the purposes of subdividing the property into five individual lots and developing affordable, for-sale housing. City staff met with each of the interested housing providers during the 90-day negotiation period, and proposals from Habitat for Humanity of Greater Sacramento (Habitat) and Retraining the Village were provided to the City.

On April 7, 2021 the City provided HCD with a summary of the City's Surplus Land process for disposition of surplus property at 300 Persifer Street. The City also provided HCD with the two proposals from Habitat and Retraining the Village. The State's Surplus Land Team reviewed the documentation and confirmed compliance with required process. Furthermore, HCD informed the City that priority preference should be given to the Habitat proposal given that it included the deepest average level of affordability. City staff thereafter moved forward with negotiations with Habitat with respect to its project proposal and purchase offer. Through the good faith negotiation process, the following terms were settled upon:

- 1. The vacant surplus property will be subdivided by the City into five individual residential lots in keeping with the historic Theodore Judah lotting pattern each with 7,000 square foot lot size, 50-foot lot width, and 140-foot lot depth.
- 2. The vacant surplus property will be sold to Habitat for a total sum of \$10,000 for the purpose of creating at least one for-sale affordable housing unit on each of the five lots, with an additional smaller secondary or accessory dwelling unit on each lot along the adjoining alley consistent with local zoning and State housing law.
- 3. Transfer of ownership of the Property to Habitat is subject to Habitat entering into a Regulatory Agreement and Declaration of Restrictive Covenants to ensure affordability of the units for 55 years as required by law.
- 4. The City will support Habitat's efforts to secure future grant funding and/or fee reductions for off-site infrastructure improvements, design and permitting.

# POLICY / RULE

The City Council has the authority to approve the sale of surplus City-owned property (<u>FMC</u> Section 2.36.270). Surplus City-owned land is subject to the requirements set forth in the Surplus Land Act (Government Code sections 54220-54234)) and in the event that more than one entity proposes the same number of housing units that meet the requirements of Government Code Section 54222.5, priority shall be given to the entity that proposes the deepest average level of affordability for the affordable units. Government Code section 54227(a).

# ANALYSIS

### **Surplus Land Act**

Assembly Bill 1486, which took effect on January 1, 2021, made several changes to the Surplus Land Act. Generally, the purpose of the amendments is to promote affordable housing development on unused or underutilized public land throughout the state to respond to the affordable housing crisis in California. As a result, once a local agency has declared a property surplus land, the local agencies must now notify public entities, as well as housing sponsors registered with HCD of the surplus land availability. An entity or housing sponsor interested in developing the land for affordable housing must notify the agency of its desire to lease or purchase the land within 60 days after the agency's notice of availability is sent. Once the agency receives a notice of interest, a 90-day good faith negotiation period begin with all qualifying responsive parties. Prior to finalizing any agreements or disposing of surplus land, the resulting proposal(s) must be documented and sent to HCD for 30-day review and determination of compliance prior to land disposition. An overview of the Surplus Land Act Disposition Process is provided in Attachment 3.

As previously indicated in the background section of this report, two housing providers, Habitat for Humanity of Greater Sacramento and Retraining the Village, expressed interest in purchasing and developing the property at 300 Persifer Street. City staff met with each of the interested housing providers during the 90-day negotiation period, and formal proposals from Habitat for Humanity of Greater Sacramento (Habitat) and Retraining the Village were submitted to the City. Each proposal included developing affordable, for-sale housing on five individual lots.

As required by the Surplus Land Act, the City provided the State all documentation regarding 300 Persifer Street surplus land disposition process, including notice, letters of interest, negotiation process, and the final proposals submitted by Habitat and Retraining the Village. The State's Surplus Land Team reviewed the documentation, confirmed compliance with required process, and provided the following Surplus Land Act requirements regarding required action in the event that there is more than one proposal with affordable housing:

The Surplus Land Act provides that if the City receives a Notice of Interest to purchase or lease the land from more than one housing sponsor, the City must give first priority to the entity or entities that agree to use the site to provide for the most affordable housing units that meets the requirements of Government Code Section 54222.5 described as follows:

- 1. Not less than 25 percent of the total number of units developed (which number includes density bonus units) shall be affordable housing.
- 2. If more than one entity proposes the same number of units that meet the requirements of Government Code Section 54222.5, priority shall be given to the entity that proposes the deepest average level of affordability for the affordable units. In the event that more than one entity proposes the same number of units that meet the requirements of Section

54222.5, priority shall be given to the entity that proposes the deepest average level of affordability for the affordable units.

Given that the Habitat proposal included the greatest number of for-sale affordable units (10 total) and the deepest level of affordability, the Habitat proposal was given priority for land disposition consistent with the Surplus Land Act.

# Habitat's Proposal

Habitat is proposing to partner with the City of Folsom for the purpose of developing affordable homeownership housing units upon the parcel of identified surplus land located at 300 Persifer Street in the City of Folsom. Habitat has a long history and exceptional track record of partnering with local cities and the Counties of Sacramento and Yolo to produce housing that meets the community's vision and becomes an integral part of the neighborhood fabric. Since 1985, in Sacramento and Yolo counties, Habitat has provided new homeowner opportunities for over 150 families, and since the inception of their Home Preservation program in 2017, completed over 100 home repairs for low-income seniors, veterans and families.

The City-owned property at 300 Persifer Street provides a unique opportunity to partner with Habitat to create five for sale single-family units affordable to low- and lower-income households, with an additional five affordable for sale accessory dwelling unit or second dwelling on each lot. Proposed development is consistent with all relevant zoning and land use laws, including second dwelling unit law.

Habitat's proposal assumes that the property will be subdivided by the City into five individual residential lots consistent with the historic Theodore Judah lotting pattern. Once the lots are subdivided, Habitat will purchase all subdivided properties from the City for a total sum of \$10,000. Habitat's land acquisition model relies on obtaining land for its projects at little to no cost in order to produce affordable homeownership opportunities for low-income families. Furthermore, the Surplus Land Act (Government Code Section 54226) clarifies that a local agency may sell or lease surplus land at or less than fair market value as a way of providing additional subsidy to build more deeply income-targeted projects. Refer to proposal in Attachment 4.

### Habitat for Humanity Key Project Details

- Development of ten for-sale single-family homes; five primary dwellings and five accessory dwelling units on each lot, which can be sold separately as tenants in common consistent with State law.
- Each unit will have its own metered gas, water, sewer, and electric utilities.
- Design of the homes will complement what already exists in the surrounding neighborhood, adhere to Historic District Design Guidelines, and be subject to Design Review approval by the Historic District Commission.

- All units will be affordable for-sale units for low and lower-income families within the 30% to 80% of Sacramento County Area Median Income (AMI). The current AMI in Sacramento County for a family of four is \$91,100.
- It is projected that six homes will be purchased by families under the 60% of Area Median Income level, while the remaining four will be purchased by families from 60% to 80% of AMI.
- Private capital in the form of corporate and other home sponsorship donations will provide the majority of funding for the construction of these proposed homes.
- Habitat will engage the community residents, neighborhood, and business associations by recruiting volunteers for construction as well as the neighborhood revitalization efforts.

While the homes will be "affordable" they will be constructed with attention to detail and quality and will complement the existing feel of the surrounding neighborhood. The homes will be constructed as "sweat equity" projects with each purchasing partner family required to contribute 500 hours of sweat equity building their home and the homes of other partner families. Upon completion, each of the homes will be purchased by the partner family qualified by Habitat with a zero-interest equivalent 30-year mortgage with a monthly payment that is structured at no more than 30% of their monthly income. Under Habitat's model, the sales price of each home is based on the appraised value of the home at the time of sale, and "the gap" between the sales price of the home and the homeowner's "affordable" first mortgage is made up from a combination of grant funding and a forgivable affordability subsidy. Under this model, Habitat provides an equity share provision that allows the homeowners to build and capture equity over time. Sample plans for the 300 Persifer Street project are provided below.



# **Housing Element Implementation**

The City's recently adopted (August 24, 2021) Housing Element, which implements the City's "fair share" of the regional affordable housing needs allocated to the City by SACOG, calls for 2,226 very low-income units and 1,341 low-income units over the eight-year period from 2021 to 2029. This Project proposes to provide 10 units toward meeting that goal. Furthermore,

partnership in the development of affordable housing on this site is consistent with Housing Element Goal H-3: Facilitating Affordable Housing and Housing Element Policies H-2.4 Accessory Dwelling Units and Multi-Generational Housing and H-3.4 Surplus Public Land and will implement the following Housing Element Implementation Program:

# H.16 Facilitate Affordable Housing Development on City-Owned Land

The City shall facilitate the construction of affordable housing, including possible accessory dwelling units, on the City-owned sites located at 300 Persifer Street (APN 070-0172-048) and on Riley Street near Comstock Drive (APN 071-0190-076). The City shall collaborate with an interested affordable housing developer to construct deed-restricted affordable housing.

# FINANCIAL IMPACT

Proceeds from the sale of the City property will be deposited into the General Fund (Fund 010). Costs associated with preparing and recording the parcel map will paid from the City's Housing Fund (Fund 238).

# ENVIRONMENTAL REVIEW

The sale of surplus city-owned property is categorically exempt from environmental review under Section 15312 (Surplus Government Property Sales) of the CEQA Guidelines.

# ATTACHMENTS

- 1. Resolution No. 10777 A Resolution of the City Council Approving the Sale of Surplus Land Located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for Purpose of Developing Affordable Housing
- 2. Regulatory Agreement and Declaration of Restrictive Covenants
- 3. Surplus Land Act Summary Sheet
- 4. Habitat for Humanity of Greater Sacramento Proposal

Submitted,

Pam Johns, Community Development Director

# Attachment 1

Resolution No. 10777 - A Resolution of the City Council Approving the Sale of Surplus Land Located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for Purpose of Developing Affordable Housing

### **RESOLUTION NO. 10777**

### A RESOLUTION OF THE CITY COUNCIL APPROVING THE SALE OF SURPLUS LAND LOCATED AT 300 PERSIFER STREET TO HABITAT FOR HUMANITY OF GREATER SACRAMENTO, INC. FOR PURPOSE OF DEVELOPING AFFORDABLE HOUSING

WHEREAS, City owns that certain real property in the City of Folsom, County of Sacramento, State of California commonly known as 300 Persifer Street in Folsom (Property); and

WHEREAS, the City Council of the City of Folsom found that the Property is in excess of the foreseeable needs of the City pursuant to Section 50570 of the Government Code; and

WHEREAS, on September 22, 2020, pursuant to the requirements of the Surplus Land Act, City Council adopted Resolution No. 10531 declaring the Property as surplus land and a Notice of Availability (NOA) was sent to all required entities on September 24, 2020; and

WHEREAS, the Property creates a unique opportunity to partner with an affordable housing builder or non-profit to provide for-sale housing affordable to low- and lower-income households: and

WHEREAS, Habitat for Humanity of Greater Sacramento, Inc. (Habitat) desires to purchase the Property from City in an amount of \$10,000 for development of housing available to persons and families of low and lower income at affordable housing cost, as defined by Section 50052.5 of the Health and Safety Code and as amended from time to time; and

WHEREAS, pursuant to the Surplus Land Act Guidelines, cities may sell property at less than fair market value if the city determines that the property can be used to provide housing to low- and moderate- income households and,

WHEREAS, the sale of the Property for an affordable housing project is consistent with the City's Housing Element Goal H-3: Facilitating Affordable Housing and Housing Element Implementation Program H-16: Facilitating Affordable Housing Development on City-owned Land; and

WHEREAS, the City desires to sell the surplus Property to Habitat for the development of affordable housing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Folsom hereby finds that the sale of vacant City property located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for purpose of developing affordable housing is categorically exempt from environmental review under Section 15312 (Surplus Government Property Sales) of the CEQA Guidelines.

**BE IT FURTHER RESOLVED** that the sale of vacant City property located at 300 Persifer Street to Habitat for Humanity of Greater Sacramento, Inc. for purpose of developing

affordable housing is hereby approved, subject to the following conditions:

- 1. The Property will be subdivided by the City into five individual residential lots in keeping with the historic Theodore Judah lotting pattern each with 7,000 square foot lot size, 50-foot lot width, and 140-foot lot depth.
- 2. The Property is being sold to Habitat for a total sum of \$10,000 for the purpose of creating at least one for-sale affordable housing unit on each of the five lots, with an additional smaller secondary or accessory dwelling unit on each lot along the adjoining alley consistent with local zoning and State housing law.
- 3. The City Manager or designee is hereby directed to take all steps necessary to transfer ownership of the Property to Habitat for purpose of developing affordable housing, subject to Habitat entering into a Regulatory Agreement and Declaration of Restrictive Covenants in a form acceptable to the City Attorney.
- 4. The City will submit relevant documents to the State Department of Housing and Community Development in compliance with the requirements of the Surplus Land Act once disposition of the Property is complete.

**PASSED AND ADOPTED** this 14th day of December 2021, by the following vote:

AYES:Councilmember(s):NOES:Councilmember(s):ABSENT:Councilmember(s):ABSTAIN:Councilmember(s):

Michael D. Kozlowski, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

# Attachment 2

Regulatory Agreement and Declaration of Restrictive Covenants

No fee for recording pursuant to Government Code Section 27383

**Recording Requested by and When recorded mail to:** 

The City of Folsom 50 Natoma Street Folsom, California 95630 Attention: Community Development Director

Space above this line for recorder's use

### **REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

### 300 Persifer Street Affordable Housing Development

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by and between the **City of Folsom**, a California Charter Municipal Corporation ("City"), and **Habitat for Humanity of Greater Sacramento**, Inc. ("Developer").

### RECITALS

A. WHEREAS, City owns that certain real property in the City of Folsom, County of Sacramento, State of California commonly known as 300 Persifer Street in Folsom, described in more detail in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

B. WHEREAS, the City Council of the City of Folsom found that the Property is in excess of the foreseeable needs of the City pursuant to Section 50570 of the Government Code; and

C. WHEREAS, Developer desires to purchase the Property from City for development of housing available to persons and families of low or moderate income at affordable housing cost, as defined by Section 50052.5 of the Health and Safety Code and as amended from time to time, subject to the specific requirements of this Agreement; and

D. WHEREAS, the City requires that the Property be developed with affordable housing in conformance with the terms of this Agreement.

NOW, THEREFORE, City and Developer hereby agree as follows:

1. <u>Definitions</u>. The following terms have the respective meanings assigned to them in this Agreement.

1.1 "<u>Affordable Unit</u>" shall mean affordable to persons earning less than 80% Area Median Family Income (AMFI) as defined by U.S. Department of Housing and Urban Development (HUD).

1.2 "<u>Agreement</u>" shall mean this Regulatory Agreement and Declaration of Restrictive Covenants.

1.3 <u>"City</u>" shall mean the City of Folsom.

1.4 "Code" shall mean the municipal code of the City of Folsom.

1.5 "Developer" shall mean, Habitat for Humanity of Greater Sacramento, Inc., a qualified nonprofit housing corporation under Government Code Section 65915(c)(2)(B).

1.6 "<u>Extremely Low-Income Tenant</u>" means a tenant whose income does not exceed thirty (30) percent of the Median Income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

1.7 "Lower Income Tenant" means a tenant whose income does not exceed eighty (80) percent of the Median Income applicable to Sacramento County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

1.8 "<u>Median Income</u>" shall mean the median income adjusted for household size applicable to Sacramento County as determined annually by the United States Department of Housing and Urban Development.

1.09 "<u>Owner</u>" shall mean an individual or entity who purchases and acquires one or more Units in the Project in fee simple.

1.10 "Property" shall mean the real property described in Exhibit A attached hereto.

1.11 "<u>Project</u>" shall mean the 10-unit affordable residential housing development located at 300 Persifer Street in the City of Folsom, Sacramento County, California available to persons and families of low or moderate income at affordable housing cost, as defined by Section 50052.5 of the Health and Safety Code, as amended from time to time, subject to the more specific terms in this Agreement.

1.12 "<u>Rent</u>" shall mean the monthly total of payments by the tenants of a Unit for the following: use and occupancy of the Unit and associated facilities, including parking; the separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits; the cost of an adequate level of service for utilities paid by the tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service; any other interest, taxes, fees or charges for use of

the land or associated facilities and assessed by a public or private entity other than Owner, and paid by the Tenant.

1.13 "Tenant" shall mean an occupant or occupants of the Units.

1.14 "<u>Term</u>" shall mean the period of time beginning on the date of the issuance of the first certificate of occupancy for the Units and ending 55 years thereafter.

1.15 "<u>Unit</u>" shall mean each of the 10 residential units to be constructed on the Property as a part of the Project, all shall be Affordable Units and deed-restricted under this Agreement.

1.16 "<u>Very Low-Income Tenant</u>" shall mean a tenant whose income does not exceed fifty (50) percent of the Median Income applicable to Sacramento County, adjusted for family size, as published and annually updated by the United States Department of Housing and Urban Development.

### 2. <u>Affordability Covenants</u>.

2.1 <u>Applicability</u>: The affordability covenant under this Agreement shall apply throughout the Term of this Agreement, subject to the specific requirements in this Section.

2.2 <u>Tenant Occupancy Requirement</u>: All Units developed on the Property shall be made available for sale or rent to Extremely Low-Income Tenants, Very-Low-Income Tenants, or Lower Income Tenants at affordable housing prices. If rented to Tenants, monthly Rent for the Units shall be affordable and occupied by individuals and families based on their income in Section 2.3 below throughout the Term of this Agreement.

### 2.3 <u>Allowable Rent</u>.

2.3.1 The monthly Rent charged for the Extremely Low Income Tenants shall not exceed one-twelfth of 30% of 30% of the Median Income applicable to Sacramento County, adjusted for assumed household size. As used herein, "assumed household size" shall have the meaning set forth in the Low Income Housing Tax Credit Program.

2.3.2 The monthly Rent charged for the Very Low Income Tenants shall not exceed one-twelfth of 30% of 50% of the Median Income applicable to Sacramento County, adjusted for assumed household size. As used herein, "assumed household size" shall have the meaning set forth in the Low Income Housing Tax Credit Program.

2.3.3 The monthly Rent charged for the Lower Income Tenants shall not exceed one-twelfth of 30% of 80% of the Median Income applicable to Sacramento County, adjusted for assumed household size. As used in herein, "assumed household size" shall have the meaning set forth in the Low Income Housing Tax Credit Program.

2.3.4 <u>Lease Provisions</u>. The lease for all Lower Income Tenants, Very Low Income Tenants and Extremely Low Income Tenants shall include provisions which authorize the owner of the Unit to immediately terminate the tenancy if any applicant misrepresented any fact material to their qualification as Lower Income, Very Low Income, or Extremely Low Income. Each lease or rental agreement of a Lower Income, Very Low Income or Extremely Low Income Unit shall also provide that the Tenant household is subject to annual certification in accordance with Section 4, below.

2.4 Equity Sharing Requirement for Ownership Units. The Developer acknowledges and agrees that Government Code Section 54222.5 requires the initial occupants of all ownership Units shall be lower income households, and that the Units shall be subject to an equity sharing requirement consistent with Government Code Section 65915(c)(2)(C)(i) and (v):

(a) Upon resale, the seller of the Unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation.

(b) Pursuant to Government Code Section 65915(c)(2)(C)(v), since the Unit is developed by a qualified nonprofit housing corporation pursuant to Government Code Section 65915(c)(2)(A)(ii) and 65915(c)(2)(B), the Developer is permitted to recapture any initial subsidy and its proportionate share of appreciation if the Developer is required to use 100% of the proceeds to promote home ownership for lower income households as defined by Health and Safety Code Section 50079.5 within the City's jurisdiction.

### 3. Operation and Maintenance of The Project.

3.1 <u>Residential Use</u>. The Project shall be operated for residential use, either for-sale or rental under at least a month-to-month tenancy. No part of the Project shall be operated as transient housing or short-term rental for less than 30 days.

3.2 <u>Taxes and Assessments</u>. Owner of the Unit shall pay all real and personal property taxes, assessments and charges, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property; provided, however, Owner shall have the right to contest, in good faith, any such taxes, assessments, or charges. In the event that the owner exercises his or her right to contest any tax, assessment or charge, Owner, upon final determination of the preceding, shall immediately pay or discharge any judgment rendered against it, together with all costs, charges and interest. Nothing herein shall preclude Owner from applying for any property tax exemptions for which it may qualify.

3.3 <u>Management and Maintenance</u>. Owner shall maintain the Unit in good repair and condition, and in a neat, clean and orderly condition, including exterior walkways, driveways, alley ways and landscaping, and, from time to time, make all necessary and proper repairs, renewals, and replacements to all improvements associated with the Unit.

3.4 <u>Nondiscrimination</u>. Owner shall not give preference to any particular class or group of persons and renting the Units, except to the extent that the Lower Income Units, Very Low Income Units and Extremely Low Income Units are required to be leased to Lower Income Households, Very Low Income Households and Extremely Low Income Households, respectively. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation or preference, gender identity, marital status, familial status, national origin, source of income (e.g., AFDC or SSI) ancestry, or handicap, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit, nor shall Owner or any person claiming under or through Owner, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sub lessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit. All deeds, leases or contracts made or entered into by Owner as to the Units over the Property, or portion thereof, shall contain the following covenants concerning discrimination:

### In Deeds:

"The grantee herein covenants by and for itself or himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation or preference, gender identity, marital status, familial status, national origin or ancestry, or source of income in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through it or him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

### In Leases:

"The lessee herein covenants by and for itself or himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation or preference, gender identity, marital status, familial status, national origin or ancestry, or source of income in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the lessee himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land herein leased. The foregoing covenants shall run with the land."

### In Contracts:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation or

preference, gender identity, marital status, familial status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein leased, nor shall the transferee itself or himself or any person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub lessees, subtenants or vendees in the land. The foregoing covenants shall run with the land."

3.5 <u>Section 8 Certificate Holders</u>. Owner will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies, pursuant to the existing housing program under Section 8 of the United States Housing Act, as amended. Owner shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants, nor shall Owner apply or permit the application of management policies or lease provisions with respect to the Project that have the effect of precluding occupancy of the Units by such prospective tenants.

3.6 <u>Preference to Displaced Households in City</u>. To the extent permitted by law, including Tax Credit rules and regulations, Developer shall give a preference in the sale of any Units to eligible households already living and residing in the City. Similarly, Owner shall give a preference in the rental of any Units to eligible households already living and residing in the City.

### 4. <u>Reporting</u>.

### Income Certification and Reporting for Rental Housing.

4.1.1 If renting to Tenants, Owner will obtain, complete and maintain on file, immediately prior to initial occupancy, and annually thereafter, complete certifications from each Extremely Low Income Household renting any of the Extremely Low Income Units, each Very Low Income Household renting any of the Very Low Income Units and each Lower Income Household renting any of the Lower Income Units. Owner shall make a good-faith effort to verify that the income certification provided by an applicant or occupying household member(s) is accurate by taking one or more of the following steps as part of the verification process: (1) obtain a pay stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year (3) conduct an income inquiry through a credit reporting agency, (4) obtain an income verification form from the applicant's and occupying household members' current employer, (5) obtain an income verification form from the Social Security Administration or the California Department of Social Services, if the applicant or occupying household member receives assistance from either of such agencies, (6) if the applicant or occupying household member is unemployed and has no such tax return, obtain another form of independent verification. Copies of Tenant income certifications shall be made available to City upon request. If, and for so long as, the Project is subject to the Low-Income Housing Tax Credit Program Regulatory Agreement with the California Tax Credit Allocation Committee "CTCAC"), income certifications which comply with CTCAC requirements shall be deemed to comply with the requirements of this Section 4.1.1.

If the income of the Tenant, upon recertification, exceeds the upper limit for Lower Income Households, and there are no other requirements statutorily or contractually imposed by another federal or state funding source, such Tenant shall be allowed to remain in occupancy provided, however that that if the income of such household exceeds 80% of the Median Income, Owner may terminate such occupancy.

4.2 <u>Annual Report to City for Rental Housing</u>. If renting to Tenants, Owner shall submit to City (i) not later than 45 days after the close of each calendar year, a report to City setting forth the status of Owner's compliance with the requirements of this Agreement, and (ii) within 15 days after receipt of a written request, any other information or completed forms requested by City in order to comply with reporting requirements of the State of California.

4.3 <u>Additional Information</u>. Owner shall provide any additional information reasonably requested by the City. Upon reasonable prior notice, City shall have the right to examine all books, records or other documents of owner, which pertain to any Unit.

4.4 <u>Records</u>. Owner shall maintain complete, accurate and current records pertaining to the Units, and shall permit any duly authorized representative of City, during normal business hours and with reasonable prior written notice, to inspect records, including records pertaining to income and household size of tenant households. All tenant lists, applications and waiting lists relating to the Project shall, at all times, be kept separate and identifiable from any other business records of Owner and shall be maintained as required by City, and in reasonable condition for proper audit and subject to examination during normal business hours by representatives of City.

### 5. Miscellaneous.

5.1 <u>Covenants</u>. The provisions contained in this Agreement are covenants which subject and burden the Property, as covenants running with the land. It is intended and agreed that the agreements and covenants provided in the Agreement shall be covenants running with the land and equitable servitudes on the land and that they shall, in any event, and without regard to technical classifications or designation, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, the City's successors and assigns, any other governmental entity acting within its authority and any successor in interest to all or any part of the Property against Owner, its successors and assigns and every successor in interest to all or any part of the Property. References in this Agreement to Owner shall include all such successors, assigns, occupants, transferees and any other party over which Owner can enforce its rights concerning such covenants.

5.2 <u>Existing Covenants, Conditions & Restrictions</u>. This Agreement shall supersede any covenants, conditions and restrictions that have been previously recorded by, or on behalf of, the City for the parcels comprising the Property. If there are other covenants, conditions or restrictions that are superseded, they are hereby terminated when this Regulatory Agreement is recorded.

5.3 <u>Rights of Mortgagee</u>. The provisions of this Agreement do not limit the right of any obligee to exercise any of its remedies for the enforcement of any pledge or lien upon the Property.

5.4 <u>Covenants Run with Land</u>. The covenants contained herein shall run with the land in favor of the City and its successors and assigns without regard to whether the City has been, remains, or is an owner of any land or interest therein, and shall bind the Owner, its successors and assigns. Such beneficiaries shall have the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other property proceedings to enforce the curing of any breach, to which it or any other beneficiaries of such covenants are entitled.

In the event the City shall be abolished or its designation changed by or pursuant to law, its powers, rights and functions under this Agreement may be transferred to any other designated governmental office or agency.

5.5 <u>City Codes</u>. Nothing contained in this Agreement shall be construed as permitting the violation of any requirement of the ordinances or other laws or rules of the City of Folsom, it being the intent of this Agreement to impose additional restrictions over and above the requirements of any such ordinances.

5.6 <u>Modifications</u>. City and its successors and assigns, and Owner and its successors and assigns, shall have the right to consent and agree to changes in, or to eliminate in whole or in part any of the covenants or restrictions contained in this Agreement without the consent of any tenant, lessee, easement holder, licensee, trustee, or any other person or entity having any interest less than a fee in the Property.

5.7 <u>Attorneys' Fees</u>. If either Owner or City files any lawsuit against the other predicated on this Agreement, the prevailing party in such action shall be entitled to recover, from the non-prevailing party, its attorneys' fees, and all fees, costs, and expenses incurred in any post-judgment proceedings to collect or enforce any judgment and in any appeal. This provision for the recovery of fees, costs, and expenses is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This section shall be interpreted in accordance with California Civil Code section 1717 and judicial decisions interpreting that statute.

5.8 <u>Enforcement by the City</u>. If the Owner fails to perform its obligations under this Agreement the City shall have the right to enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

5.8.1 <u>Action to Compel Performance or for Damages.</u> The City may bring an action at law or in equity to compel the Owner's performance of their obligations under this Agreement, and/or for damages.

5.8.2 City agrees to accept a cure made by Owner's limited partners on the same basis as if such cure was tendered by Owner.

5.8.3 <u>City Authority</u>. Nothing in this Agreement is intended to prevent the City from enforcing this Agreement or City Codes in law or at equity, or from pursuing any other remedy available to the City. Prior to initiating any of the actions described above the City shall provide to Owner notice of the City's determination that a violation of this Agreement has or is occurring and provide Owner thirty (30) days to cure any such violation. City agrees that if the default cannot be cured within thirty (30) days and Owner commences the cure within thirty (30)

days and thereafter diligently pursues such cure and completes such cure within ninety (90) days, or such longer period as the City may approve, that the City shall not initiate any of the actions described above until the City-approved cure period has expired without the violation and/or default being cured.

5.8.4 <u>Others May Enforce</u>. The enforcement provision in this Agreement runs with the land and shall be enforceable against any Owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the following:

- (a) The local agency that disposed of the Property.
- (b) A resident of a Unit.
- (c) A residents' association with members who reside in Units subject to this Agreement.
- (d) A former resident of a Unit subject to this Agreement who last resided in that Unit.
- (e) An applicant seeking to enforce the covenants or restrictions for a particular Unit that is subject to this Agreement, if the applicant conforms to all of the following:
  - (1) Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code.
  - (2) Is able and willing to occupy that particular unit.
  - (3) Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing this section.
- (f) A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a Unit subject to this Agreement.

5.9 <u>Recording and Filing</u>. Owner shall cause this Agreement, and all amendments and supplements to it, to be recorded against the Property in the Official Records of the County of Sacramento.

5.10 <u>Governing Law and Venue</u>. This Agreement shall be governed by the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.

5.11 <u>Waiver of Requirements</u>. Any of the requirements of this Agreement may be expressly waived by the City in writing, but no waiver by the City of any requirement of this Agreement shall, or shall be deemed to, extend to or affect any other provision of this Agreement.

5.12 <u>Amendments</u>. This Agreement may be amended only by a written instrument executed by the City and the Developer or their successors in title, and duly recorded in the real property records of the County of Sacramento. After sale of a Unit by the Developer, this Agreement may be amended to affect that particular Unit only by a written instrument executed by the City and the Owner or their successors in title, and duly recorded in the real property records of the County of Sacramento.

5.13 <u>Notices</u>. All notices, requests, demands, payments, or other communication hereunder shall be in writing and shall be deemed to be duly given upon receipt and refusal, if delivered: (i) by registered or certified mail, postage prepaid, return receipt requested, (ii) deposited with any nationally-recognized overnight carrier that routinely issues receipts, or (iii) delivered personally, to the following addresses:

City:

The City of Folsom 50 Natoma Street Folsom, CA 95630 Attn: City Manager

Developer:

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this section. Notices shall be deemed delivered upon receipt or refusal thereof. Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.14 <u>Severability</u>. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

5.15 <u>Multiple Originals; Counterparts</u>. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6. <u>Prevailing Wage</u>. Since public funds will be used for the Project, Developer acknowledges and agrees that the Project is subject to the prevailing wage requirement.

7. <u>Reversion Provision</u>. Title to the Property shall revert to the City if the Developer of the Project is a housing corporation, limited dividend corporation, or nonprofit corporation, whenever the ownership of the Property is no longer composed of a majority of the nonprofit or limited dividend sponsors. This provision shall terminate after sale of each Unit with respect to that Unit.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the dates set forth below to be effective on the Effective Date.

CITY:	DEVELOPER:
The City of Folsom, a California municipal corporation	
By:	By: President
Elaine Andersen, City Manager	
Date:	Date:
APPROVED AS TO CONTENT:	
Pam Johns, Director	
Community Development Department	4
Date:	
APPROVED AS TO FORM:	
Steven Wang, City Attorney	
Date:	
ATTEST:	FUNDING AVAILABLE:
Christa Freemantle, City Clerk	Stacey Tamagni, Finance Director/CFO
Date:	Date:

NOTICE: SIGNATURE(S) MUST BE NOTARIZED.

# EXHIBIT A

(Legal Description of Property)

[Attached]

# Attachment 3

Surplus Land Act Summary Sheet

8

# CITY PROCESS TO DISPOSE OF SURPLUS PROPERTY PURSUANT TO STATE SURPLUS LAND ACT

### **1. Surplus Property Identified** The City Council deems land surplus in a public hearing.

### 2. Notice of Availability to Public Entities

The City sends notices to priority entities:

- Public agencies and affordable housing developers
- Local school districts
- Parks and recreational districts and State Resources Agency
- Public entities in infill opportunity zones

### 3. Notice of Availability for Affordable Housing

A Notice of Availability is also sent to affordable housing entities:

- Public entities within the City
- Housing sponsors/developers listed with
- California Dept of Housing and Community Development (HCD)

### 4. Notice of Interest

Interested qualified entities must notify the City of the desire to purchase or lease the land within 60 days of the release of the Notice of Availability.

### 5. Good Faith Negotiation

Once the City receives a notice of interest, a 90-day good faith negotiation period begins. The City can negotiate with multiple entities simultaneously and uses the following criteria to prioritize the offers:

- o Greatest number of affordable units
- o Deepest level of affordability (average affordability)

### 6. Sale Price/Lease Terms

When negotiating the sale of lease, the City may sell or lease the property at full market value. The City may also sell or lease at less than full market value.

### No Offers or Agreement on Terms

If there are no agreement on terms or no offers on the surplus property, the City may sell the property without further obligations, except:

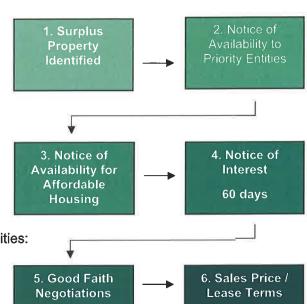
If the site is later developed as residential with 10 or more units, at least 15% of the units must be affordable to lower income and must have recorded the following affordability restrictions.

### **Rental Restrictions:**

- Rent not to exceed 30% of 60% of "area median income" (AMI)
- o 55-year rental restrictions

### **Ownership Restrictions:**

- o Housing cost (mortgage, taxes, insurance, utilities, HOA fees) not to exceed 30% of 70% of AMI
- Requires an equity sharing agreement



90 davs

# Attachment 4

Habitat for Humanity of Greater Sacramento Proposal

8



Proposed Development of 300 Persifer Street, Folsom, California APN#070-0172-048

March 22, 2021

### Habitat for Humanity of Greater Sacramento Proposed Development of 300 Persifer Street, Folsom, CA APN#070-0172-048

### TABLE OF CONTENTS

1. COVER LETTER

### 2. STATEMENT OF QUALIFICATIONS

- A. DEVELOPER INFORMATION
- B. LEGAL ENTITY
- C. RELEVANT DEVELOPER EXPERIENCE
  - RELEVANT PROJECTS CURRENTLY IN PROGRESS
  - RELEVANT UPCOMING PROJECTS
- D. PROPOSED DEVELOPMENT TEAM
- E. MANAGEMENT & ORGANIZATIONAL APPROACH
- 3. DEVELOPMENT PROPOSAL
  - A. PROJECT DESCRIPTION
  - B. PROJECT DESIGN
  - C. PROJECT DEVELOPMENT SCHEDULE
- 4. FINANCING PLAN
  - A. BUDGET
  - B. CONSTRUCTION FINANCING
  - C. POTENTIAL OFFSITE INFASTRUCTURE SOURCES OF FUNDING
  - D. PLANNED OFFSITE INFASTRUCTURE FUNDING SOURCES
- 5. COMMUNITY OUTREACH

ATTACHMENT A –2020 STANDARD FEATURES

ATTACHMENT B - SAMPLE PLANS - SINGLE FAMILY, SAMPLE ADU/SECOND DWELLING UNITS

ATTACHMENT C – DEVELOPMENT FINANCING

ATTACHMENT D – PERMIT COST COMPARISON



### Habitat for Humanity of Greater Sacramento Statement of Qualifications

Background

### A. Developer Information

Habitat for Humanity of Greater Sacramento's (Habitat) administration and construction office is located at 819 North 10th Street, CA, 95811. Our office number is 916-440-1215 and fax number is 916-440-1218. All staff members work from this office/warehouse facility located off of Richards Blvd. close to downtown Sacramento. Website address is HabitatGreaterSac.org and social media handles include: Facebook <u>/HabitatGreaterSac</u> Twitter: <u>@SacHabitat</u> Instagram: <u>@SacHabitat</u> and <u>LinkedIn/company/</u> sachabitat

Habitat Greater Sacramento has a California General Contractor's License in good standing. The license number is #922515.

### B. Legal Entity

Habitat is an independent affiliate of Habitat for Humanity International serving Sacramento and Yolo Counties. Habitat for Humanity of Greater Sacramento, Inc. is the affiliate's legal name. The affiliate is a California non-profit public benefit corporation with the Federal EIN 68-0085804, which is the group EIN number issued to Habitat for Humanity International and its subordinate affiliates. Habitat has subordinate status under this group EIN number with the 501(c)(3) Designation Number 8545. This is the group exemption number issued to Habitat for Humanity International and its subordinate affiliates.

Habitat's mission is to bring people together to build homes, community and hope. Habitat works to create successful homeownership opportunities for families with limited incomes by building sustainable housing and revitalizing neighborhoods. The nonprofit organization is a developer, contractor, mortgage lender, mortgage servicer, retail outlet, volunteer manager and fundraiser.

Habitat is presenting this overview and proposal in response to the notification of surplus land with interest to pursue a partnership with the City of Folsom in developing the .91 acre parcel located at 300 Persifer Street in Folsom, CA APN#070-0172-048.



### C. Relevant Developer Experience

Habitat has a long history and exceptional track record of partnering with local cities and the Counties of Sacramento and Yolo to produce housing that meets the community's vision and becomes an integral part of the neighborhood fabric. Since 1985, in Sacramento and Yolo counties Habitat has provided new homeownership opportunities for over 150 families, and since the inception of our Home Preservation program in 2017, completed over 100 home repairs for low-income seniors, veterans and families.

Specifically in working with the Sacramento Housing & Redevelopment Agency (SHRA), Habitat Greater Sacramento has built 11 new homes on underutilized lots provided by SHRA to revitalize Oak Park and Del Paso Heights areas and has rehabbed 9 homes as a Mission-**Driven Development Partner of** SHRA's Neighborhood Property (NSP) Recycling Program. Most recently we were the selected developer of property provided by SHRA in South Sacramento known as "The Avenues." This 5home, single family development was completed in fall 2019. See pictures to the right of homes at "The Avenues."



"The Avenues" Habitat Homes at 43rd & MLK

Our experience with planning, entitlements and the City of Sacramento's Design Review process, the financing and construction of single family homes, and the sale of these homes in the communities of Oak Park, South Oak Park, Del Paso Heights, and South Sacramento is clearly demonstrated by the homes we have completed.

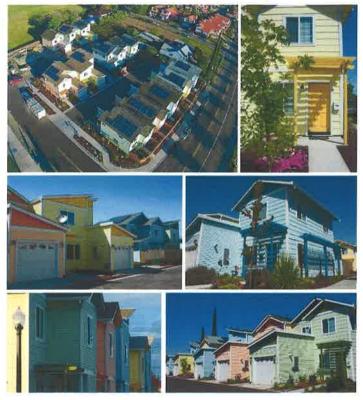
Our Indian Lane 14-unit development in South Sacramento is a prime example which brings all of these aspects into focus. The site for this 14-home development was acquired through the County of Sacramento's Tax Defaulted Land Sale Program. Once acquired Habitat Greater Sacramento had 3 years to go through the entitlement process to split the property into 14 parcels, get the site plan approved by the City of Sacramento's Planning Division and Council, get the home plans approved by the City of Sacramento's Design Review and Permitting process, develop the bids, and choose and supervise the subcontractor for the project's infrastructure work. In addition to this project-specific planning, a financing plan to pay for the almost \$1 million in infrastructure costs was developed and executed. Financing for this infrastructure included grant funding from Housing and Community Development's CalHome Project Development Program, a structured New Market Tax Credit transaction and HUD's Self-Help Homeownership Opportunity Program. The infrastructure for this development was completed by subcontractor Doug VeerKamp Engineering in June 2013.



In addition to these financing mechanisms, we also entered into a Zero Interest Equivalent Mortgage (ZEM) Agreement with two (2) local banks. Because the infrastructure expenses for the Indian Lane development were primarily funded by a CalHome Project Development Program grant, this precluded our ability to receive CalHome First Time Homebuyer's Assistance grant funding for the Indian Lane units. As a result, the up to \$60,000 per unit that we typically receive after closing from this homebuyer's assistance funding was not available, causing a significant funding gap that we were able to fill with the ZEM transaction financing.

The construction of the 14 Indian Lane homes was divided into three (3) phases.

- PHASE I four (4) homes (two 3-bedroom/2-bath homes and two 4-bedroom/2-bath homes) started in August 2013 and completed in February 2014. Private financing from a capital campaign during the 2006 2011 period served as home sponsorship funding for these homes.
- PHASE II five (5) homes (three 3bedroom/2-bath and two 4bedroom/2-bath homes) started in December 2013 and completed in May 2014. Home sponsorships of \$75,000 for each unit were raised from a number of foundations, corporations, and legacy gifts.
- PHASE IIII- five (5) homes started in April 2014 and completed in September 2015. Home sponsorships of \$75,000 for each unit were raised from a number of foundations, corporations, and legacy gifts.



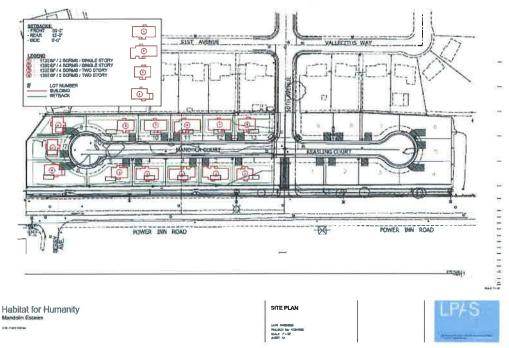
14-home Indian Lane Development

The families recruited and approved to become the homeowners of these 14 homes were all families whose incomes fall within the 30% - 60% of local AMI. Each of these families completed the required 500 hours of sweat equity before purchasing their Habitat home with a zero interest, 30-year mortgage with a monthly payment that is structured at no more than 30% of their monthly income.



• Relevant Projects Currently in Progress:

<u>Mandolin Estates</u> – this 13-single family home development comprised of 4, 5 and 5 bedroom homes is located near Power Inn Rd and  $52^{nd}$  Ave in the 95828 zip code. See Mandolin Estates Site Map Below:



Site Plan for Habitat's Mandolin Estates Development

In-fill projects - We currently have two in-fill new homeownership projects underway.

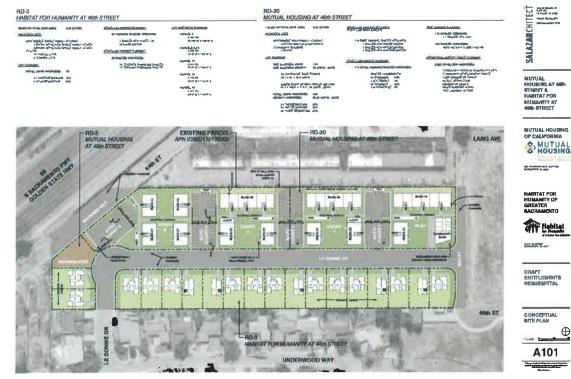
- 7901 34<sup>th</sup> Avenue located in South Sacramento this property was acquired by Habitat via a program facilitated by the City of Sacramento which has enabled Habitat to receive the donation of a former illegal cannabis grow property that our organization has completely remediated and remodeled to turn in to a homeownership opportunity.
- 3250 34<sup>th</sup> Ave located in Oak Park this property was acquired through the County of Sacramento Default Tax Lien sales and is a new build.

<u>Home Repairs</u> - Additionally underway we have several dozen home repair projects in various stages throughout Sacramento and Yolo counties.



• Relevant Upcoming Projects:

<u>46<sup>th</sup> Street</u> - Currently in the entitlement phase, this project is a collaborative affordable housing development involving Habitat Greater Sacramento, Mutual Housing of California and SHRA to develop 7.5 acres in South Sacramento. This community will house over 600 individuals with 108 multi-family units developed by Mutual Housing and 18-single family homes developed by Habitat for Humanity. This development, projected to start in mid to late 2022 will be Habitat for Humanity of Greater Sacramento's largest development to date. See site plan for the 46<sup>th</sup> Ave development below.



46th Street Site Plan – Community Partnership Between Habitat for Humanity of Greater Sacramento & Mutual Housing



46th Street Site Plan – Streetscape of Habitat Homes



### D. Proposed Development Team

Our affiliate currently has a full-time staff of 21 people. Of that, 12 of which are professional roles, including: CEO, COO, Director of Construction, Director of Development, Controller, Manager of Homeowner Services, Development Officers, Procurement Manager, 4 Site Superintendents, Construction Administrator and Construction Procurement Coordinator and Development Lead. Each one of these employees plays an integral role in the building or rehabilitation, and ultimate selling of our homes to our qualified first-time homebuyers. Our senior management team is comprised of:

- Leah Miller, CEO 916-440-1215, ext. 1131 or LMiller@HabitatGreaterSac.org
- Shannin Stein, COO 916-440-1215, ext. 114 or <u>SStein@HabitatGreaterSac.org</u>
- Laine Himmelmann, Director of Development 916-440-1215, ext. 1108 or LHimmelmann@HabitatGreaterSac.org
- Farrah Shields, Controller 916-440-1215, ext. 1113 or FShields@HabitatGreaterSac.org
- Michael Gordon, Director of Construction 916-440-1215, ext. 1119 or Mgordon@HabitatGreaterSac.org
- Corey Stevenson, Homeowner Services Manager 916-440-1215, ext. 1101 or CStevenson@HabitatGreaterSac.org
- Anne Gambino, Forward Planning 916-440-1215 or AGambino@HabitatGreaterSac.org

This team plus our 4 Site Superintendents, our Construction Administrator and Construction Procurement Coordinator and Department Lead in partnership with our team of fundraising professionals bring well over 300 years of combined experience in their relevant professional fields.

The proposed development team that would be responsible for the development:

### Leah Miller- President & CEO



Leah brings over 20 years of combined non-profit fund raising, real estate, and leadership experience to her role as CEO. She attended California State University, Chico, where she graduated with a degree in Journalism and Public Relations. She is responsible for the overall strategic vision of the affiliate and is the staff member primarily responsible for developing the affiliate's relationship with collaborative entities and other developers, non-profit and for-profit, in the greater Sacramento area.

### Shannin Stein – COO



Shannin has over 25 years' experience in non-profit and for-profit business operations and human resources management. Shannin is a certified Qualified Loan Originator and oversees the affiliate ReStore, Construction, and Homeowner Services Departments as well as our affiliate health and safety programs. While mostly focused on internal affiliate operations, Shannin is also instrumental in developing and maintaining our community partnerships and neighborhood NPO relationships.



### Laine Himmelmann- Director of Development



Laine Himmelmann is a graduate from Gonzaga University with a degree in English and Public Relations. With over 10 years of non-profit fundraising, community organizing, volunteer recruitment and management, and public relations experience, she oversees the development and implementation of a strategic fundraising plan and directs the affiliate's fundraising efforts, as well as the affiliate's volunteer program and public relations efforts.

### **Farrah Shields- Controller**



Farrah is a graduate from the University of the Pacific with a Bachelor's of Science in Accounting. She has over 10 years of accounting and finance experience, and serves as a certified Qualified Loan Originator. In addition to managing the affiliate's financial integrity, she oversees grant compliance and manages the affiliate's mortgage portfolio.

#### **Michael Gordon-Director of Construction**



Michael is a California-licensed general contractor with over 42 years of experience in the construction field. He has worked on and managed new construction houses, rehabs, condo conversions, and commercial remodel projects. He currently manages a team of six on the construction side of the habitat operation. He also manages forward planning, new land acquisitions and land inventory.

#### **Cory Stevenson, Homeowner Services Manager**



Cory is a graduate from the University of California, Riverside with a Master's in Anthropology and Case Western Reserve University School of Law. With over 10 years of combined work for non-profits, educational institutions, and public defense offices, he brings his experience working with diverse populations to his role as Homeowner Services Manager. In addition to coordinating outreach and recruitment of new homeowners, he will also serve as a Qualified Loan Originator.

### Anne Gambino – Forward Planning Manager

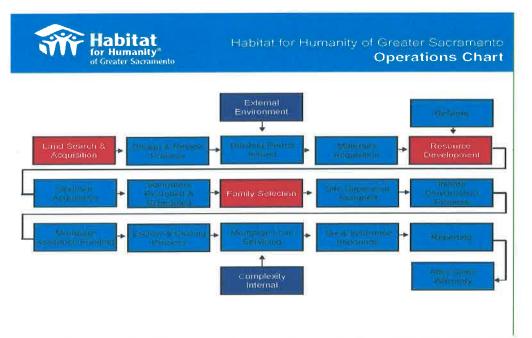


Anne is a graduate of Columbia University with an MBA in Finance. From 2005 until 2016 she was the Chief Financial Officer for HFHGS, overseeing Finance and Accounting, Human Resources, Family Services and Fund Development. After a brief break, Anne returned to HFHGS in 2017 to work on a part-time basis, consulting on various projects including mortgage portfolio issues, the annual audit, property acquisitions, permits and forward planning for the affiliate's 43rd Avenue project. Now a part-time employee, Anne continues to work on mortgage portfolio issues and forward planning.



### E. Management and Organizational Approach

Unlike many homebuilders and developers, we are responsible for all phases of the development process. We are the developer, the builder and the bank:



From land acquisition through entitlements and construction, to resource development and fundraising as well as family selection, volunteer management, closing the home purchase, initiating the mortgage, servicing the mortgage and reporting – our team works together to manage the entire process.

The staff members pictured above as our Development team will play a direct role in implementing Habitat Greater Sacramento's responsibilities as it related to this project.

Michael Gordon would assess the project and oversee the construction team who manage the day-today construction. Farrah Shields and Laine Himmelmann will work with Leah Miller to develop a viable financial model for the overall project and the fund development team would raise the funds needed to cover the expenses. It would be Farrah's responsibility to track the actual expenditures as compared to budgeted expenditures and work with Michael to bring the project to completion on time and within budget. Laine and her team would be responsible for recruiting, screening, and scheduling the volunteers contributing labor to the project. Shannin Stein and Cory Stevenson would be responsible for working with the affiliate's Homeowner Services Department and Homeowner Selection Committee to identify and qualify homeowner partners for the project. Upon completion of the home, our Finance Manager Farrah Shields would then be responsible for the closing process and repayment for each homeowner partner.

We have a select few 3rd party professionals that we consider part of our team who assist in the development process, primarily our engineers, architects and specialists. During the construction process, there are also a handful of subcontractors that we engage to provide plumbing, mechanical and drywall.



# 3. Development Proposal

Habitat Greater Sacramento is proposing to partner with the City of Folsom for the purpose of developing affordable homeownership housing units upon the parcel of identified surplus land located at 300 Persifer Street in Folsom, CA APN#070-0172-048.

- A. Project Description:
  - 5 for-sale, 2-story, single-family, 3 bedroom 2 bath/4 bedroom 2 bath, units with the potential to develop 5 additional accessory dwelling units or second dwelling units on each lot to be consistent with land use and zoning requirements of the site.
  - All units would be affordable for-sale homeownership opportunities for low-income families.
    Upon completion, the homes would be purchased by partner families qualified by Habitat for Humanity with a zero-interest equivalent 30-year mortgage.
  - Habitat has always adhered to specific area design review requirements and strives to complement the existing feel of the surrounding neighborhood. While our homes are "affordable" they are constructed with attention to these details and with quality. Please refer to Attachment A which detail Habitat's Standard Features.
    - Design of the homes will complement what already exists in the surrounding neighborhood and adhere to Historic District and County Design Guidelines.
  - The homes we will build will be affordable to families within the 30% 80% of Sacramento County AMI. It is projected that 6 homes will be purchased by families under the 60% of AMI level, while the remaining 4 will be purchased by families from 60% - 80% of AMI.
    - In total there is the potential to build 10 affordable units on this underutilized parcel including 5 single family homes and 5 ADU or second dwelling units (depending upon lot size and fire department access requirements).
    - Land will be held as Tennant in Common. Each unit will need to have its own metered gas, water, sewer and electric utilities.
  - These homes will increase the supply of affordable home ownership in the community.
  - Private capital in the form of corporate and other home sponsorship donations will provide the majority of funding for the construction of these proposed homes.
  - Habitat will engage the community residents, neighborhood and business associations by recruiting volunteers for construction as well as the Neighborhood Revitalization which always happens in conjunction with home construction in the areas where we build as described more fully above.
- B. Project Design Habitat plans for the single-family homes will be similar to the 2-story homes already built our 43rd Avenue project and projected for our 46<sup>th</sup> Street development. The 2-story plans have been reviewed and approved both by SHRA and the Sacramento County Building Department. Sample plans are presented in Attachment B, floor plans and elevations.
- C. *Proposed Development Schedule* Presented below is a preliminary schedule for the development of Parcel at 300 Persifer. Once Habitat is delivered the parcel in its fully entitled condition (split and infrastructure work complete), Habitat construction will be done in phases.
  - Phase I 2 single-family homes, 2 ADU's, One site supervisor, one apprentice
  - Phase II 3 single-family homes, 3 ADU's, One site supervisor, one apprentice

In total, it is estimated to take two years to complete the development. With additional resources such as a Blitz Build utilizing area residential developers, the time line could be shortened exponentially.



4. <u>Financing Plan</u> – please refer to Attachment C, Persifer Street Development Line Item Budget and Sources and Uses

A. Budget

There are three distinct phases to the Persifer Street project, Offsite Infrastructure, Design and Permitting and Construction. The total project is estimated to cost \$2.825 million, of which \$751K will be needed for Offsite Infrastructure, \$425K for Design and Permitting and \$1.649 million for Construction.

B. Construction Financing

Habitat is confident it will be able to raise the \$1.649 million needed for the construction of the 5 single family homes and 5 ADUs via traditional sources, including a combination of Home Sponsorships and 3<sup>rd</sup> Party Loans. We typically start the funding raising process for home construction at least one year prior to the planned start of construction.

C. Potential Offsite Infrastructure Sources of Funding

For Habitat's larger development projects (Indian Lane which was 14 single family homes, Mandolin Estates which is 13 single family homes, and 46<sup>th</sup> Street which is being done in partnership with Mutual Housing who is building 108 multi-family units and Habitat is building 18 single family homes) we have utilized a combination of the following funding sources for offsite infrastructure expenses:

- 1. State of California Housing and Community Development department's CalHome Project Development grant, which if approved could provide up to \$100K per unit to reimburse the affiliate for eligible infrastructure expenses as incurred
- 2. Department of Housing and Urban Development SHOP grant, which if approved provides an average \$15K per single family home to reimburse the affiliate for eligible expenses as incurred
- 3. New Market Tax Credit (NMTC) structured financing. These programs are continually in development by various "sponsors" and HFHI, and leverage the developed land value to raise funds prior to actual construction
- 4. Mortgage Sale structured financing. This type of financing leverages loans from the affiliates existing mortgage portfolio to provide lump sum funds prior to actual construction.

The key to offsite infrastructure funding is making sure that the monies are available prior to the start of infrastructure work – either in lump sum amounts as provided by NMTC and Mortgage Sale transactions, or provided as incurred by reimbursement as with the CalHome or SHOP programs.

### D. Planned Offsite Infrastructure Funding Sources

As of the writing of this presentation, the only source of funding currently available to Habitat for the Persifer Development is SHOP grant funding, which we are projecting would only provide would only provide \$15K per single family home as we are assuming SHOP funding would not be available for the ADU units.



The CalHome Project Development program is a competitive program which awards points for projects located in designated Opportunity or Promise Zones. Unfortunately the Persifer parcels are not currently located in either designation, and as a result Habitat's application would not receive the number of points for it to be competitive.

Also at this time there are currently no NMTC programs related to credits for affordable home builders, so this source of funding is not included in our budget. Finally, Mortgage Sale structured financing is not available as Habitat's mortgage portfolio is already leveraged to the maximum level allowable by HFHI.

As a result, Habitat will need support from the City of Folsom for the \$1.176 million needed for Offsite Infrastructure and Design and Permitting expenses. The other funding sources that Habitat would need the City of Folsom to assist in the application process include SACOG, CDBG grants, HOME grants, various Housing Trust Funds and Sacramento County's Affordable Housing Program.

In addition, to the extent possible, Habitat asks that the City of Folsom consider waiving or subsidizing Building Permit and Impact Fees. The combination of these two fee categories are considerably more costly than similar costs incurred in the City of Sacramento, which either waives completely or subsidizes. See Attachment D –comparative table which helps illustrates this point.

With help from the City of Folsom and the prospective funding sources listed above which Habitat intends to apply, Habitat is confident in its ability to bring the development of the 10 units on the subject parcel of land to fruition.

#### 5. Community Outreach

Once the project commences the marketing strategy and community outreach would include postcards, mailers, flyers and homeownership information on our website available to the surrounding area. Efforts would be open to the general public; however, additionally we will focus on the immediate areas surrounding the build site location. Partnerships with various organizations including neighborhood and community associations, churches, the surrounding rental communities and apartments would also be targeted to further outreach efforts in the community. Outreach information would outline specific criteria and requirements for homeownership opportunities including attendance at an orientation, how to apply for homeownership and the open application period timeline.

Outreach for neighborhood revitalization efforts would include postcards, mailers, distribution of flyers by mail and walking door to door, through partnerships with organizations including neighborhood and community associations, churches, schools, parks districts, etc. Marketing information would include application information, necessary steps for program participation and the application period timeline.



# Habitat for Humanity of Greater Sacramento Proposed Development of 300 Persifer Street, Folsom, CA APN#070-0172-048

#### Attachment A 2020 Standard Features

### Concrete

Footings with slab-on-grade per structural plan & code requirement, with concrete mixes as determined by Habitat Greater Sac & NSSE to meet Concrete Institute design standards.

#### Frame

Structure to be wood frame (per plans). Lumber used and all engineered joist and with no headers to provide upgrade framing packages with limited waste. Pre-cut lumber package from local manufacturer. Walls to be stood on site.

#### Trusses

Designed with energy heel to maximize energy efficiency that allows for increases in insulation and ventilation.

### Siding

Hardi-plank horizontal cement-based siding or equal. No wood or vinyl siding.

#### Plumbing

All materials and installation to be per code CPC. All supply lines to be copper, or pex (pending jurisdictional approval), with 2 hose bibs per unit (1 front /1 rear). 1" copper "T" at front hose bib for sprinkler system. Icemaker line is standard. All plumbing to go overhead, with PVC or PEX product (or equal), and steel gas pipe for quality control reasons. Separate valves for house and irrigation.

Rinnai V65IN 5.3 GPM indoor low NOx tankless natural gas water heater, perTitle-24 or equivalent
GERBER DF 21-918 or equivalent
Bath I – 1-Bootz 011-2445 Top Mount or equivalent
Bath 2 –1 Bootz 021-2445 Top Mount or equivalent
Bath I – Moen 66410EP Ch Chrome finish or equivalent
Bath 2 – Moen 66410EP Ch Chrome finish or equivalent
Bath 1 – Sterling 72230100 Shower Kit or equivalent
Bath 2 – Sterling 71220110 Tub with wall set or equivalent
Bath tubs Moen #62320 w/TL183 Posi temp pressure balanced valve and trim
single lever tub/shower – brushed nickel or equal. Low-flow shower heads (1.75
gpm) or equivalent
Top mount, stainless. 32" x 21", 4 holes, 1 bowl or equivalent
Moen pullout faucet #7385 C, 67315C – b or equivalent
Water heater, 30" range, gas dryer and furnace or equivalent
Include at 1/3 hp or equivalent
Bath 1 - Moen 62320+ TI 182 Ch or equivalent

Tub FaucetBath 1 – Moen 62320+ TL 182 Ch or equivalentBath 2 – Moen 62320+ TL 183 CH or equivalent



# **Electrical**

Wiring to be done minimum per code requirements, per plans. Panel size to be 200 amps, per electrical load calculations, or per plan. G.F.C.I. breakers per code. Arc Fault per code. Hood (30") outlet standard above range. Pre-wire for one-car garage is standard. LED light cans. Décor switches and plates (White). Telephone pre-wire: two outlets including trim per house standard, one in kitchen, and one in master bedroom, or as determined by HFHGS. Pre-wire for future fans, ceiling mount light fixtures in all bedrooms and living room (to have a fanlight combo). T.V./Cable: pre-wire two outlets including trim per house, one in living room and one in master bedroom, or as determined by HFHGS. Energy Starrated exhaust fans CFM minimum per Title 24 standard in all bathrooms. Energy Star-rated LED lighting standard throughout the house. Smoke & carbon monoxide detector standard installed per room for indoor environment and health controls.

#### Security Pre-Wire

Security alarm is standard with alarm panel. SimpliSafe system or equivalent

#### Interior Doors & Trim

Front door to be 6-panel, paint grade, fiberglass, or as selected by HFHGS. Interior doors to be 6-panel Colonial doors, hollow core, Shaker style 3 ½ base/casing 2 ¼ Shaker style. Bypass doors to be Colonial with fascia and bump jambs – no trims. Any wall cap to be MDF. Window stool and apron are included. Solid core fire door per plan with self-closing hinges. Closet shelving to be one particleboard shelf with pole per plan.

#### **Windows**

Meet HGC and U-Factor per Title-24 – Energy Star 3 Rated. All single hung, fixed, and sliders to have white finished frames with mullions on all front elevations and in areas exposed to front windows. All movable windows to include bug screens. Sliding glass doors to be white finish, size per plans. Safety glass per code requirements. Egress per code requirements. Dual-pane, low-E (or equal) windows are standard. See Title 24 for confirmed U-values. Milgard, Style Line or PlyGem, or equal. Windows are NFRC—certified and Energy Star-rated for all regions in California. Frosted glass on the bathroom windows.

#### Paint

Interior paint to be (two-tone) Valspar or equal. All walls and ceilings to be satin (or as approved by HFHGS). All doors, jambs, base, and casings to be primed first and then painted with latex semi-gloss SW–Pure White or equal. Cabinets are pre-finished. Garage interior paint is standard. Paint to be low/no volatile organic compound (VOC), and formaldehyde-free interior paint. Exterior paint to be Valspar or approved equal, exterior paint to be all satin. Exterior trim and eaves to have prime coat. Paint to be back rolled.

#### Pest Control

No wood-to-dirt, no untreated wood-to-concrete, Borate treated plate material with barrier to concrete (Dow foam sealer), metal flashing as applicable. Concrete or plate 8" minimum to finish grade. Spread diatomaceous earth (DE), a natural pesticide, around the perimeter.

### **Air Conditioning**

Per Title - 24 for energy requirements. Per Title-24 and Energy Star 3. Two thermostats and two air returns for two-story house. HERS testing required. Include fresh air fan.



### Sheet metal

Full fascia gutter. Bathroom fans are standard per plan (See Electric specifications). Eave vents, gable end vents, wall to roof flashing, foundation vents, Z Bar flashing, connecting all fans. Final connection to condensate lines.

#### Insulation

Ceiling insulation (attic portions R-38), wall insulation R-21, wall insulation w/cement siding, wall insulation at garage wall. All exterior penetrations sealed, that includes house wrap. Air-sealing at all penetrations and plate levels required. Insulation inspection required.

#### Roofing

30-year dimensional comp. or equal. Color TBD by HFHGS. Ridge vents, additional eave vents, interior radiant barrier. Cool roof colors per Title-24.

#### **Drywall**

Ceiling 5/8" and walls to be 1/2" drywall, taped and textured, contemporary knock-down, and nailed per code. Garage to be dry walled. Complete per plans and code requirements. Texture to be knocked down, or equal. Bullnose corners per plan. Garage texture is denshield. Sheet rock used in bathrooms (wet areas). Prep coat if needed.

#### Garage Doors (single family homes only)

Overhead doors will be non-insulated unit, single car should be 8'x7'. Verify all measurements prior to order and installation (embossed, 4-sectional/8 long panel) with windows.

#### **Cabinets**

Cabinets to be pre-finished natural beech, or maple back panel doors, or equal. Color TBD by HFHGS. Drawers and throughout are standard. All cabinets scribed to wall, with minimum of 3<sup>1</sup>/<sub>4</sub>" toe kick, and with all upper cabinets receiving crown molding minimum of 2<sup>1</sup>/<sub>4</sub>". Shaker style. Uppers to be 42". 32" high bath vanities.

#### **Countertops**

All countertops Formica

#### **Mirrors and Shower Doors**

Shower rod and all accessories in both bathrooms to be brushed nickel. Towel bars, paper holders, and shower curtain rods per plan. Mirrors to be 36" high and the length of vanity.

#### **Light fixtures**

Per code, meet Title 24 requirements and all LED lighting.

### **Hardware**

Door lock set to be Copper Creek or equal, in brushed nickel with privacy locks at Master bedroom and all bathrooms. Exterior entry doors to be brushed nickel with dead bolt. All bathroom hardware to be brushed nickel or equal.



<u>Appliances</u>	
30" gas range	Whirlpool slide in, white top, 4 burners (30")
30" microwave	30" white on white mounted and vented above range, Energy Star-
rated.	
Dishwasher	Not provided, prewired and pre-plumbed only
Refrigerator	Whirlpool free-standing slide-in, or TBD by HFHGS, Energy Star-rated.
30" microwave rated. Dishwasher	30" white on white mounted and vented above range, Energy Star- Not provided, prewired and pre-plumbed only

### Fire Suppression – Per plan

#### Floor coverings

Bedrooms, stairs and stair landing to be carpet. Vinyl throughout remainder of home.

### Fencing

Full rear yard fencing. Fences to be 1"x4"x6' or 1"x6"x6' D.E. redwood or cedar (2 rail system) with <u>steel</u> <u>posts</u> set in wet concrete. No wood post or dimensional wood columns.

#### **Landscape**

Front yard landscape package to include irrigation; drip for planter areas, bark, no lawn, xeriscape, drought tolerant Native plants as applicable. Properly designed drainage per landscape plan.

#### Photovoltaics—Solar system:

Per plans. Orient and plot all roofs to mostly or directly southern exposure.

### EV Plug

Wired per current building code requirements.



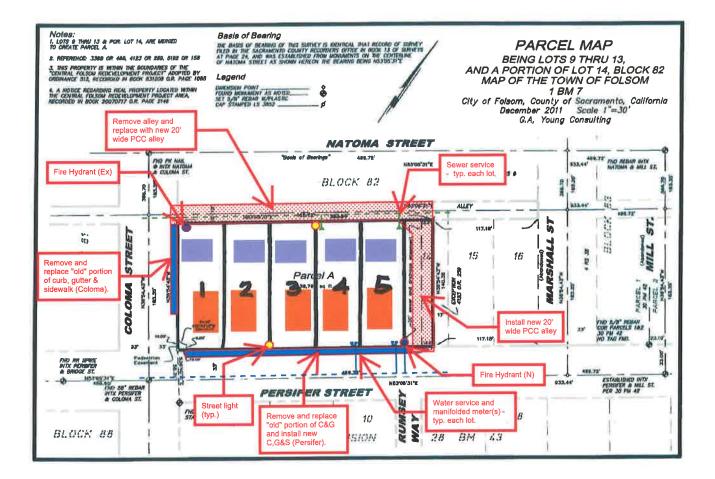
# Habitat for Humanity of Greater Sacramento Proposed Development of 300 Persifer Street, Folsom, CA APN#070-0172-048

# Attachment B

- Draft Offsite Improvement Plan
- Sample plans for 2-story, 3 /4-bedroom 2-bath homes
  - o Preliminary schematic building plans
  - Preliminary elevation drawings
- Sample Accessory Dwelling Units or Second Dwelling Units
  - Samples from sister Habitat for Humanity affiliates that have been constructed with a Single-family home in front and an ADU behind – both homeownership
    - ADU Floorplan samples
    - Site Plan Butte County Affiliate



Offsite improvement plan 300 Persifer

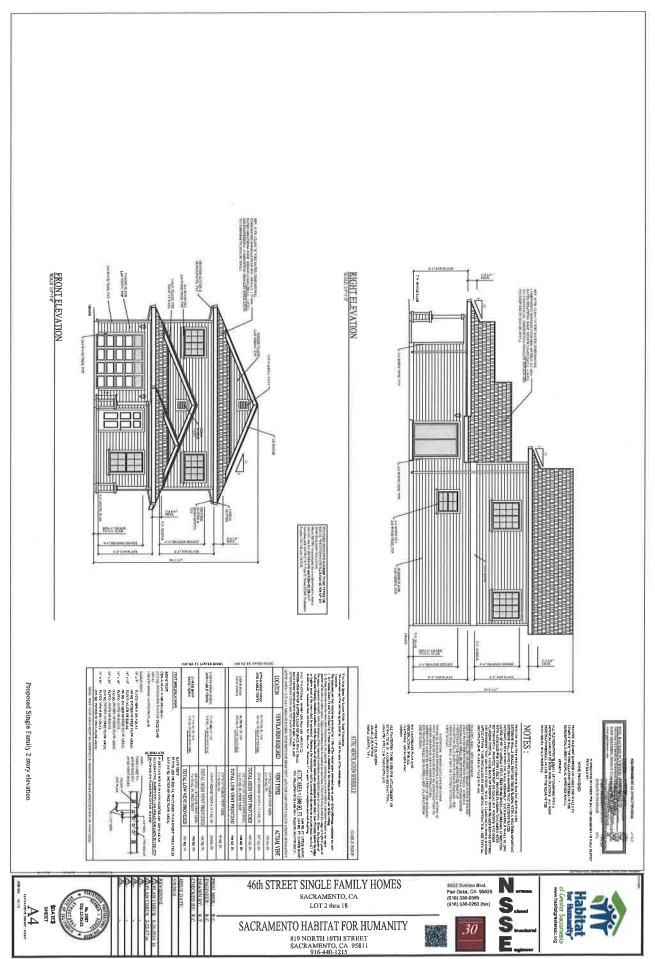




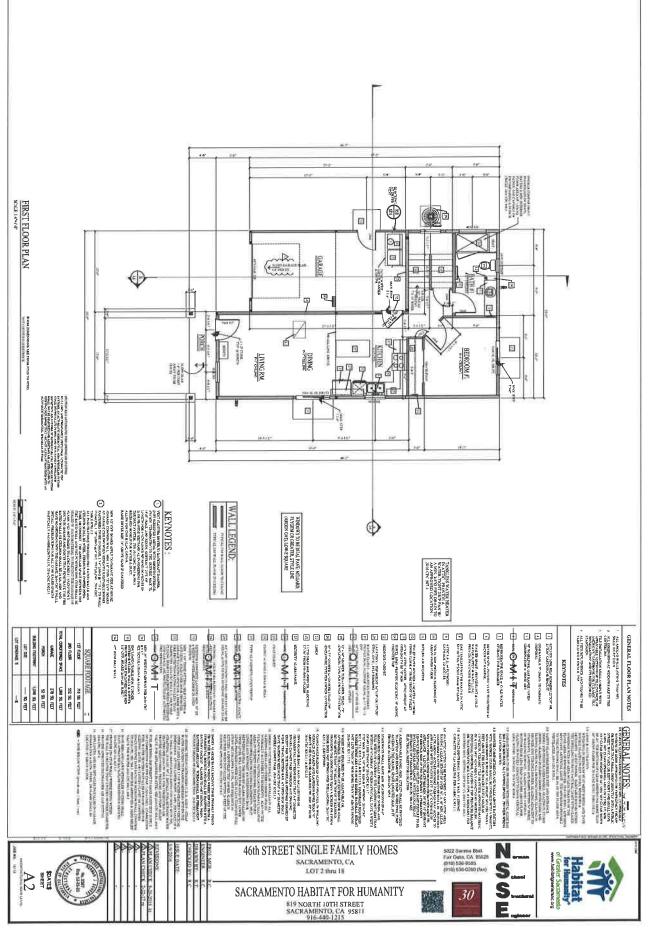
**Conceptual Drawings of Proposed Single Family Floor Plans** 

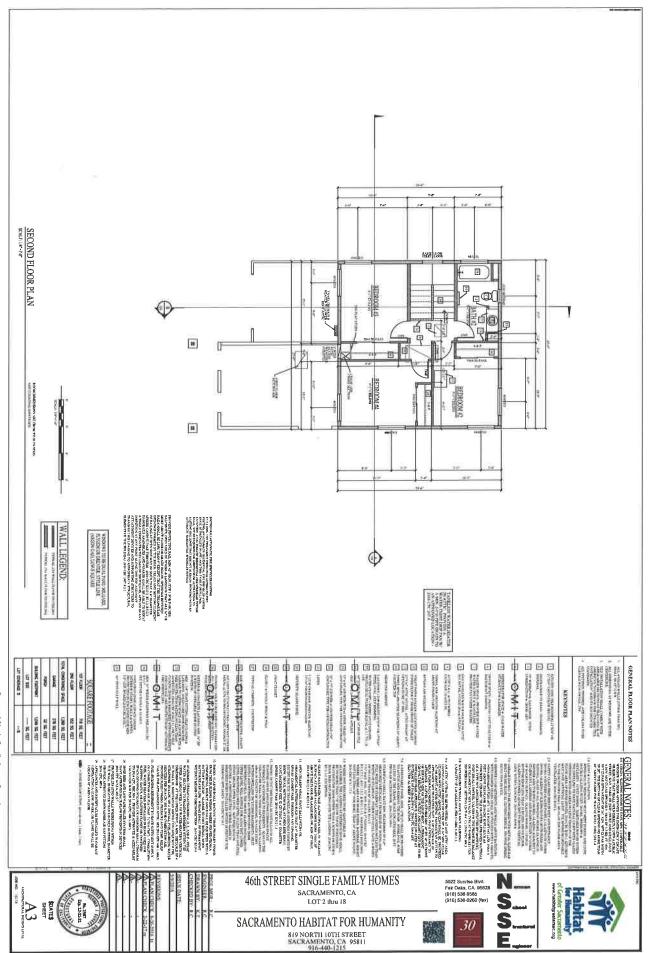






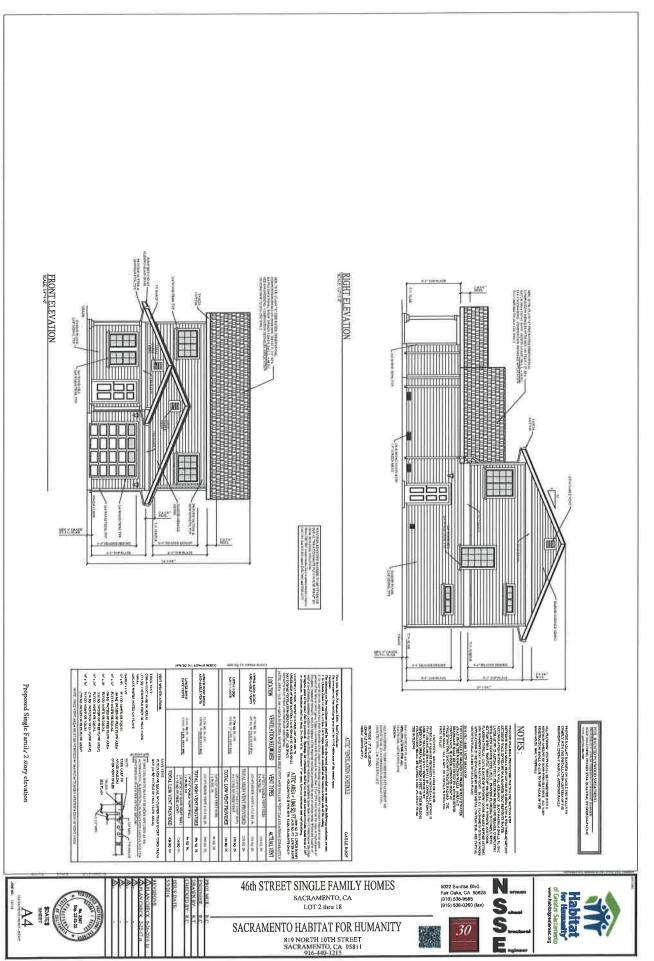






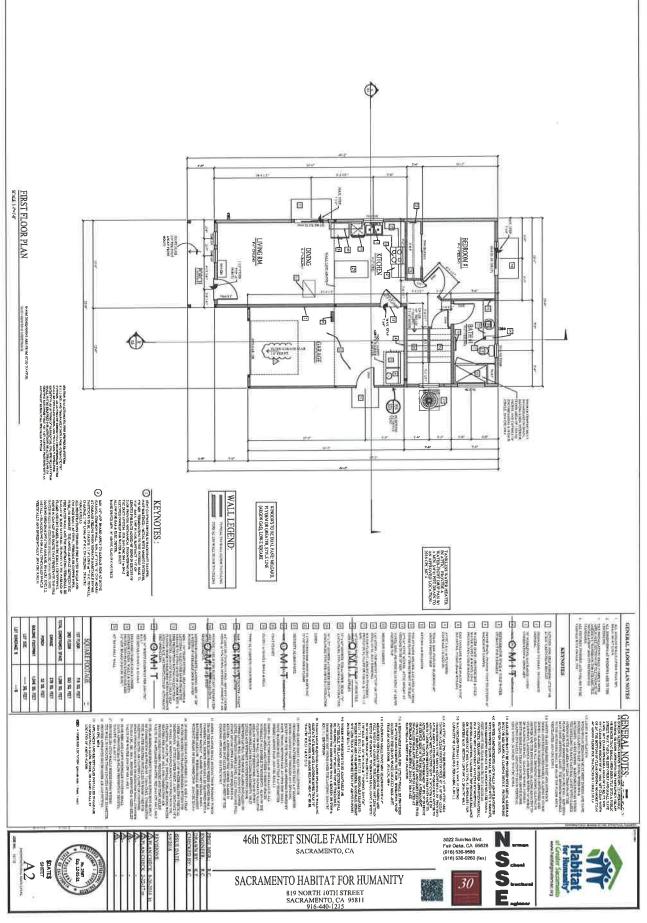
72

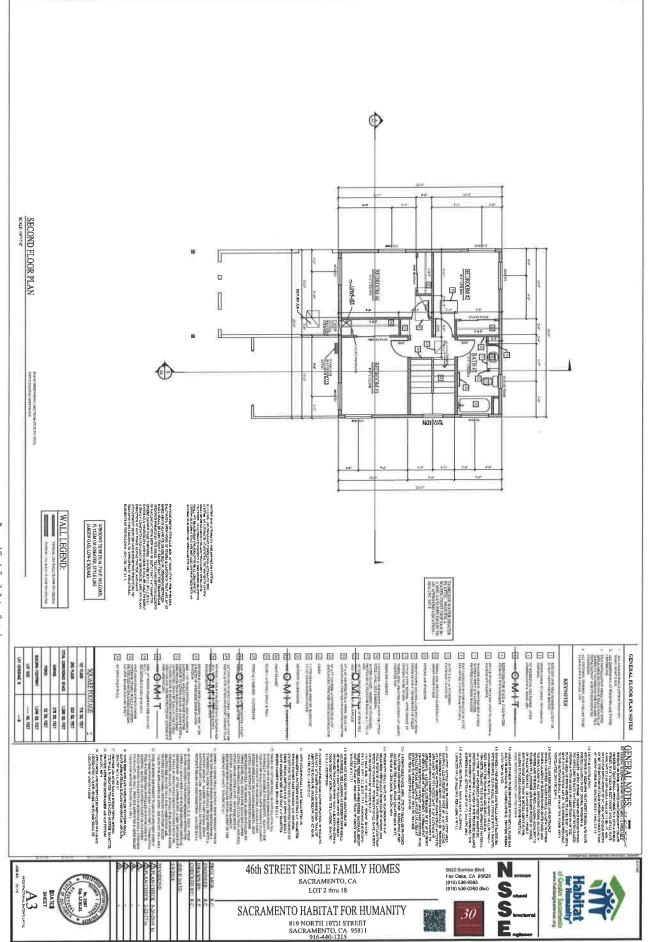
Proposed Single Family 2 story floor plan



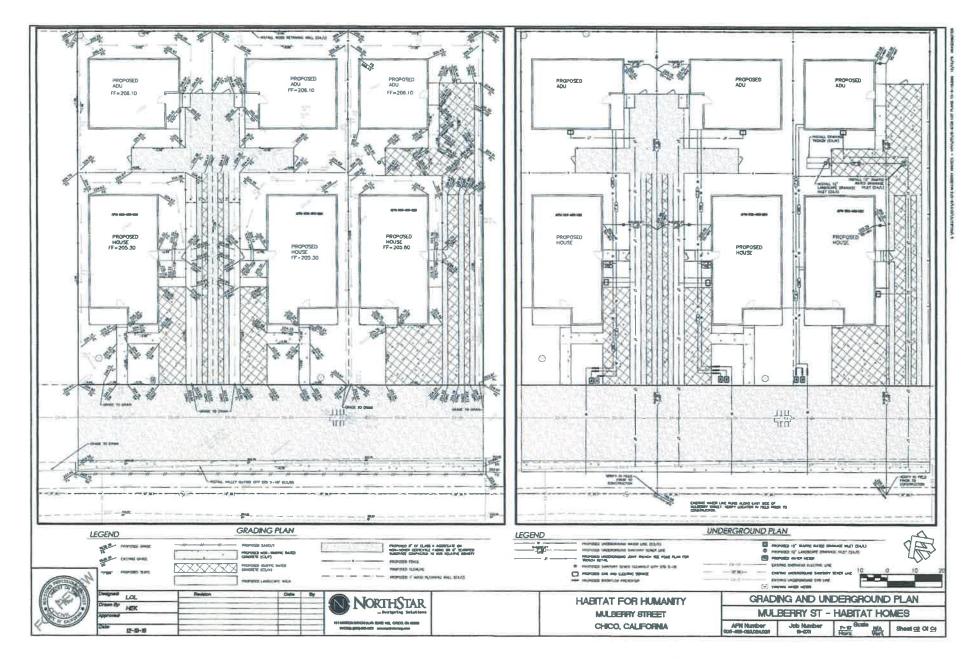
٤Z



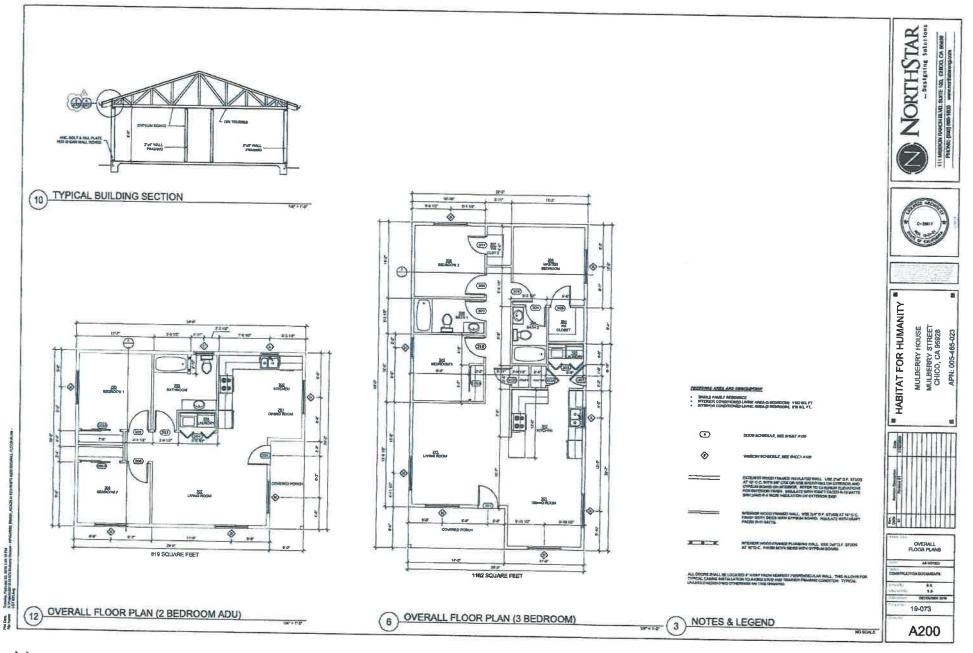




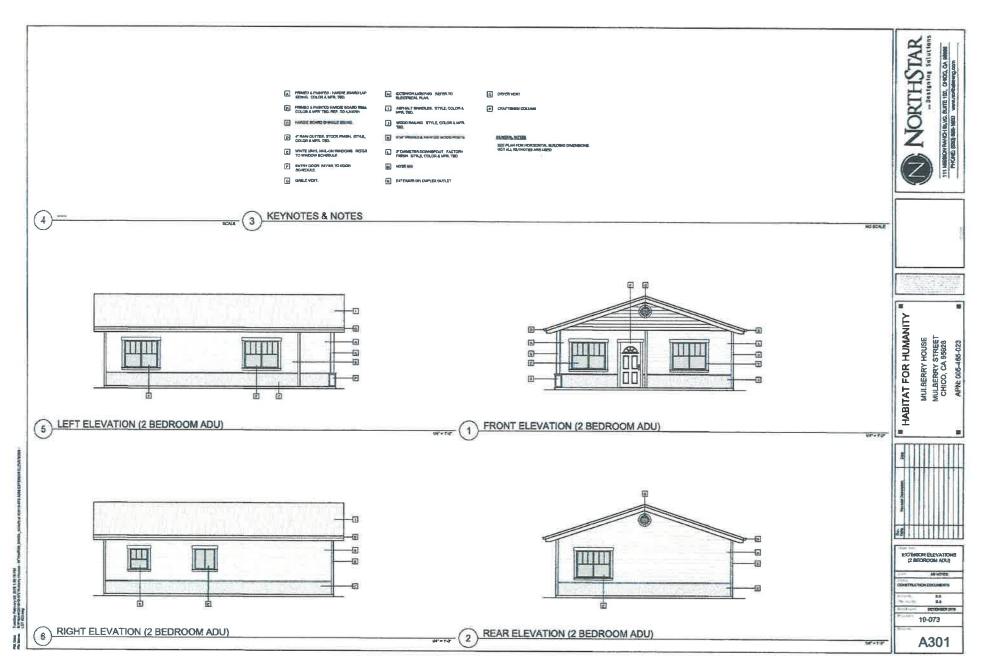
Proposed Single Family 2 story floor plan



Sample site plan from Habitat Butte County



Sample ADU floor plan from Habitat Butte County



Sample ADU floor plan from Habitat Butte County

# Habitat for Humanity of Greater Sacramento Proposed Development of 300 Persifer Street Folsom, CA APN#070-0172-048

# Attachment C

# Persifer Street Development Financing

- Budget Line Items and Assumptions
- Baseline "Wishlist" Sources & Uses



# Humanity for Humanity of Greater Sacramento Persifer Street Development Line Item Budget 5 Single Family Homes and 5 ADUs

Project Expenses	Assumptions	
Entitlement Expenses		
Parcel Acquisition	-	assumes the City of Folsom will donate the 5 parcels
300 Persifer Street parcel split	-	assumes the City of Folsom will split the 300 Percifer parcel into 5 fully entitled parcels
Subtotal Entitlement Expenses		
Infrastructure Expenses		
Engineering and Management	110,000.00	
SWPPP	10,000.00	
Clearing	25,000.00	
Grading	70,000.00	
Wet Utility Subcontractor	68,000.00	water, sewer and storm drainage
Dry Utility Subcontractor	159,750.00	gas, electric, cable, etc.
Streets, Curbs, Gutters	221,250.00	includes all of the items discussed and shown on the diagram provided last time
Street Lighting	20,000.00	2 new lights
Contingency	62,000.00	
Miscellaneous	5,000.00	toilet rental, temp fencing, miscellaneous materials and supplies
Subtotal Infrastructure	751,000.00	
Design and Permit Expenses		
Architectural	25,000.00	cost to revise plans for 5 homes and design 5 ADUs
Civil	25,000.00	cost to create plans for drainage and retention
Structural	25,000.00	
Title 24	10,000.00	
Truss	10,000.00	
Landscape	10,000.00	
City of Folsom Building Permits	13,963.12	assumes \$2,461.75 per single family homes, \$1,649.37 per AUD (67% of 1,200sf single family cost)
Impact Fees	152,830.00	assumes \$30,566 for 5 single family homes only, ADUs do not generate impact fees
Folsom Cordova USD Fees	75,495.00	assumes \$7.19/sf cost, \$9,347 per single family home and \$5,752 per ADU
Subtotal Permitting Expenses	347,288.12	

# Humanity for Humanity of Greater Sacramento Persifer Street Development Line Item Budget 5 Single Family Homes and 5 ADUs

Project Expenses		Assumptions
Construction Expenses		
SWPPP	13,500.00	
Foundation and Flatwork	150,000.00	
Framing	220,000.00	includes trusses
Siding	50,000.00	
Finish Carpentry	29,500.00	
Cabinets and Counters	52,500.00	
Insulation	35,000.00	
Roofing and Gutters	87,000.00	
Doors	32,000.00	interior and exterior
Garage Doors	3,975.00	
Windows	42,500.00	
Drywall	79,000.00	
Flooring	27,500.00	includes laminate/vinyl and carpet
Paint	10,000.00	interior and exterior
Appliances	24,200.00	assumes homes will be gas and electric
Blinds	5,000.00	
Solar	122,500.00	
Plumbing	95,000.00	rough and finish
HVAC	100,000.00	
Electrical	32,500.00	rough, finish and lighting
Fencing	37,000.00	
Landscaping	30,000.00	
Miscellaneous	20,000.00	toilet rental, temp fencing, bin rental, trash out, etc.
Contingency (5%)	75,000.00	
Overhead	275,000.00	assumes 1 site supervisor and 1 asst site supervisor for 24 month construction period
Subtotal Construction Expenses	1,648,675.00	
TOTAL PROJECT EXPENSE	2,746,963.12	

# Habitat for Humanity of Greater Sacramento Persifer Street Development Sources & Uses 5 Single Family Homes and 5 ADUs

Uses of Funds					Source	s of Funds	्र नंत्री के सामग्र	16	241 (A) 1. (A) 24
<b>Pre-Construction Expenses</b> Parcel Acquisition Parcel Lot Split Fees	Total Amount for 5 Single Family Homes & 5 ADUs	Single Family Home*	ADU	Folsom Waiver, Grant or Deliverable X X	SHOP** approx \$15K per Persifer house	Home Sponsors \$100K/single family & \$85K/ADU	GAP Funds Needed		Total
Infrastructure (Site) Expenses									
Engineering and Management SWPPP Clearing Grading & Excavation Wet Utility Subcontractors Dry Utility Subcontractors Streets, Curbs, Gutters Street Lighting Contingency Miscellaneous Subtotal Infrastructure Expenses	110,000.00 10,000.00 25,000.00 68,000.00 159,750.00 221,250.00 20,000.00 62,000.00 5,000.00 <b>751,000.00</b>	11,000.00 1,000.00 2,500.00 7,000.00 6,800.00 15,975.00 22,125.00 2,000.00 6,200.00 500.00 <b>75,100.00</b>	11,000.00 1,000.00 2,500.00 7,000.00 6,800.00 15,975.00 22,125.00 2,000.00 6,200.00 500.00 <b>75,100.00</b>		12,500.00 35,000.00 27,500.00 <b>75,000.00</b>		110,000.00 10,000.00 12,500.00 35,000.00 40,500.00 159,750.00 221,250.00 20,000.00 62,000.00 5,000.00 <b>676,000.00</b>		110,000.00 10,000.00 25,000.00 70,000.00 68,000.00 159,750.00 221,250.00 20,000.00 62,000.00 5,000.00 <b>751,000.00</b>
			, i		,				· · · <b>,</b> · · · · · ·
Design and Permit Expenses Architectural Civil Structural Title 24 Truss Landscape City of Folsom Building Permits Impact Fees Folsom Cordova USD Fees Subtotal Design & Permit Expenses	25,000.00 25,000.00 10,000.00 10,000.00 10,000.00 13,963.12 152,830.00 75,495.00 347,288.12	2,500.00 2,500.00 1,000.00 1,000.00 1,000.00 2,461.75 30,566.00 7,549.50 <b>51,077.25</b>	2,500.00 2,500.00 2,500.00 1,000.00 1,000.00 1,000.00 1,649.37 20,479.00 7,549.50 <b>40,177.87</b>	13,963.12 13,963.12	-		25,000.00 25,000.00 10,000.00 10,000.00 10,000.00 		25,000.00 25,000.00 10,000.00 10,000.00 10,000.00 13,963.12 152,830.00 75,495.00 347,288.12

# Habitat for Humanity of Greater Sacramento Persifer Street Development Sources & Uses 5 Single Family Homes and 5 ADUs

Uses of Funds	Uses of Funds			Sources of Funds			Surface and	
Construction Expenses	Total Amount for 5 Single Family Homes & 5 ADUs	Single Family Home	ADU	Folsom Waiver, Grant or Deliverable	SHOP \$15K/single family unit	Home Sponsors	HFHGS Funds	Total
SWPPP	13,500.00	1,350.00	1,350.00				13,500.00	13,500.00
Foundation and Flatwork	150,000.00	16,000.00	14,000.00			150,000.00		150,000.00
Framing	220,000.00	25,000.00	19,000.00			220,000.00		220,000.00
Siding	50,000.00	5,500.00	4,500.00			50,000.00		50,000.00
Finish Carpentry	29,500.00	3,300.00	2,600.00			29,500.00		29,500.00
Cabinets and Counters	52,500.00	6,500.00	4,000.00			52,500.00		52,500.00
Insulation	35,000.00	3,700.00	3,300.00			35,000.00		35,000.00
Roofing and Gutters	87,000.00	10,005.00	7,395.00			87,000.00		87,000.00
Doors	32,000.00	3,500.00	2,900.00			32,000.00		32,000.00
Garage Doors	3,975.00	795.00	~			3,975.00		3,975.00
Windows	42,500.00	5,000.00	3,500.00			42,500.00		42,500.00
Drywall	79,000.00	8,800.00	7,000.00			79,000.00		79,000.00
Flooring	27,500.00	3,000.00	2,500.00			27,500.00		27,500.00
Paint	10,000.00	1,100.00	900.00			10,000.00		10,000.00
Appliances***	24,200.00	2,420.00	2,420.00			24,200.00		24,200.0
Blinds	5,000.00	550.00	450.00			5,000.00		5,000.00
Solar	122,500.00	13,500.00	11,000.00			76,825.00	45,675.00	122,500.0
Plumbing	95,000.00	10,500.00	8,500.00				95,000.00	95,000.0
HVAC	100,000.00	11,000.00	9,000.00				100,000.00	100,000.00
Electrical	32,500.00	3,500.00	3,000.00				32,500.00	32,500.0
Fencing	37,000.00	4,255.00	3,145.00				37,000.00	37,000.0
Landscaping	30,000.00	3,300.00	2,700.00				30,000.00	30,000.00
Miscellaneous	20,000.00	2,300.00	1,700.00				20,000.00	20,000.00
Contingency (5%)	75,000.00	8,000.00	7,000.00				75,000.00	75,000.00
Overhead	275,000.00	29,000.00	26,000.00				275,000.00	275,000.00
Subtotal Construction Expenses	1,648,675.00	181,875.00	147,860.00			925,000.00	723,675.00	1,648,675.00
Total Uses and Sources	2,746,963.12	308,052.25	263,137.87	13,963.12	75,000.00	925,000.00	1,733,000.00	2,746,963.12

#### NOTES:

\* for the purpose of this presentation, ADU cost of construction is assumed to be approximately 85% of the cost of single family homes

\*\* for the purpose of this presentation, we assume that SHOP funds will only be available for single family home eligible expenses

\*\*\* if the house is all electric, the appliance cost will increase to \$3,975 per unit

# Habitat for Humanity of Greater Sacramento Proposed Development of 300 Persifer Street, Folsom, CA APN#070-0172-048

# Attachment D

Permit Cost Comparison



э.

City of Folsom Fee	lten	ns
Plan Check Fee	\$	1,049.60
Permit Fee	\$	1,312.00
State Revolving Fee	\$	7.00
S.M.I. Fee	\$ \$	22.30
General Plan Update	\$	70.85
Sewer Connection Fees:		
County Portion	\$	3,602.00
City Portion	\$	1,073.00
Major Road Fee	\$	8,168.00
County Tranp. Mit. Fee	\$	1,329.00
Water District Fees:		
Water Use	\$	*
Buy-In-Equity	\$ \$	335.00
Connection Fee	\$	1,850.00
Meter Fee	\$	301.00
Water Impact Fee	\$	985.00
Drainage Fee	\$	1,037.00
General Capital	\$	1,596.00
Fire Capital	\$	1,086.00
Fire Plan Check	\$	*
Police Capital	\$	601.00
Solid Waste Capital	\$	363.00
Quimby Park	\$ \$ \$ \$ \$	-
<b>Transportation Management</b>	\$	35.00
City Wide Park Fee	\$	7,037.00
Park Equipment	\$	94.00
Light Rail	\$	724.00
Business License Fee		29.00
School Mitigation Fee	\$	45.00
Humbug/Willow Creek Mit.	\$	276.00
Inclusionary Housing	\$ \$ \$ \$ \$	5
Housing In-Lieu	\$	5
-		

Comparable City	01	f Sacrament	o Fe	es
Plan Check Fee Permit Fee	\$ \$			
General Plan Fee	\$	504.00		
Sewer Dev Fee - County Sewer Dev Fee - City	\$	4,200.23 exempt	pd	to County
Citywide Transp. Dev. Sac. Trans. Auth. Mit.		exempt exempt		1,424.00 1,355.58
Residential Water Meter	\$	562.00		
Water Dev Fee Water Svc Killtap	\$	exempt 490.00	\$	3,134.23
Fire Dept Plan Review	\$	303.25		
Park Dev Citywide Fee Park Dev Impact Fee		exempt exempt	\$ \$	795.00 1,322.10
City Business Oper Tax	\$	84.00		

#### **Other Sacramento Fees**

C&D Recycling Fee Construction Excise Tax Green Building Fee Public Works Deposit Public Works Fee Residential Constr Tax SAFCA Fee Strong Motion Fee Technology Fee Utilities Fee Total	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	84.00 987.60 9.00 152.00 304.00 385.00 567.00 27.30 207.27 228.00 <b>1.964.49</b>	reduced from \$4,347
--	--	---	-------------------------

Total

\$ 33,027.75

This page is intentionally left blank.