



HOUSING COMMISSION AGENDA

Regular Meeting: April 11, 2018

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

The public is welcome at all Housing Commission meetings. If you wish to speak on a matter NOT on the Agenda, please file a Public Comment card with the Commission Clerk. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. Please be brief and limit your comments to the specific subject under discussion. NOTE: Only matters within the Housing Commission’s jurisdiction may be addressed.

To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers.

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, April 5, 2018, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

AMERICANS WITH DISABILITIES: In compliance with the Americans with Disabilities Act, if special assistance to participate in this meeting is needed, please contact the Housing Authority office at (510) 727-8511. Notification at least 48 hours prior to the meeting will enable the Housing Authority to make reasonable arrangements.

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MINUTES
March 14, 2018



**HOUSING COMMISSION MINUTES
REGULAR MEETING: MARCH 14, 2018
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

Vice Chairperson Hannon called the meeting to order at 8:02 a.m.

Roll Call

Present: Cmr. Buckholz, Gacoscos, Hannon, Peixoto, and Steiner

Excused: Cmr. Ballew, Maass and Patz

Absent: Cmr. Gerry

2. ACTION: APPROVAL OF THE MINUTES OF FEBRUARY 14, 2018 HOUSING COMMISSION MEETING

Motion/Second: Peixoto/Steiner.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

3. PUBLIC COMMENT – ON MATTERS NOT ON THE AGENDA

None.

4. NEW BUSINESS

4-1. RESOLUTION NO. 02-18: APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED TO THE TERMINATION OF A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR PARK SIERRA AT IRON HORSE TRAIL

Christine Gouig, Executive Director, presented the staff report. Ms. Gouig provided a history of the Park Sierra multi-family housing bonds and described HACA’s role in the project. She described the various documents that need to be executed in order for the owner to pre-pay the mortgage loan and summarized the terms that were negotiated to ensure the continuing affordability of the affordable units and to establish protections for the low income tenants who are in place at the project. Ms. Gouig indicated that the bonds are scheduled to be redeemed on April 2 and recommended that the Commission adopt Resolution No. 02-18 authorizing her to execute the documents required for the bond redemption process.

Recommendation: Adopt Resolution No. 02-18 approving and authorizing the execution and delivery of documents related to the termination of a regulatory agreement and declaration of restrictive covenants for Park Sierra at Iron Horse Trail.

Commission Discussion: Cmr. Steiner and Ms. Gouig discussed Section 8 Housing Choice Vouchers in relation to this project and the project’s affordability. Ms. Gouig commented that the units will remain affordable for at least the next 15 years per the terms of the agreement. Cmr. Buckholz and

Ms. Gouig discussed how the gradual increase in the rents would be phased in for the tenants. Vice Chairperson Hannon acknowledged staff for negotiating terms that continue and protect the affordability of the units at the project for as long as possible. Ms. Gouig commented that there are some provisions in state law that will provide tenant protections when these terms expire.

Motion/Second: Steiner/Buckholz.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-2. RESOLUTION NO. 03-18: ESTABLISHING THE DONALD C. BIDDLE MEMORIAL SCHOLARSHIP

Christine Gouig presented the staff report. Ms. Gouig reported that when staff received news of Don's passing, they discussed various things that HACA could do to honor him and came up with the idea to establish a special memorial scholarship. Ms. Gouig further reported that she discussed this idea with the Commissioners, who agreed that a scholarship would be a great way to honor Don, and she indicated that when she spoke at Don's private memorial service she announced that HACA's Housing Commission would be establishing a special scholarship in Don's memory. Ms. Gouig summarized how the scholarship would be incorporated into the HACA Scholarship Program, explained that the amount would be set at \$2,500 and described some of the criteria that applicants would have to meet in order to be selected for this special award.

Recommendation: Adopt Resolution No. 03-18 establishing the Donald C. Biddle Memorial Scholarship in the amount of \$2,500.

Commission Discussion: Cmr. Steiner commented that establishing a memorial scholarship to honor Don was very appropriate. Cmr. Gacoscos agreed and spoke about Don's service on the school board in Dublin and his service on HACA's Scholarship Committee. She commented that Don was very kind. Vice Chairperson Hannon suggested that staff highlight Don's contributions to the community and to HACA in the scholarship application materials.

Motion/Second: Steiner/Peixoto.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-3. ACTION: REVISIONS TO HACA'S SECTION 8 ADMINISTRATIVE PLAN

Christine Gouig introduced this item. Oscar Macias, Administrative Analyst, and Jennifer Cado, Senior Administrative Analyst, presented the staff report. Mr. Macias reported that staff is proposing to amend multiple chapters in HACA's Section 8 Administrative Plan in order to incorporate updated or new HUD regulations, changes in HACA's practices or programs, and/or to provide clarification or guidance on Admin Plan language. Mr. Macias summarized the substantive amendments that are being proposed related to HACA's waitlist and Informal Hearing process. Ms. Cado described the amendments to HACA's waitlist pertaining to preferences, language, lottery pulls and HUD shortfall funding.

Recommendation: Approve the proposed amendments to HACA's Section 8 Administrative Plan as presented.

Commission Discussion: Cmr. Peixoto and Ms. Cado discussed the change to the waitlist preference for the elderly and the elderly disabled. Cmr. Steiner and Ms. Cado discussed the homeless preference. Cmr. Buckholz and Ms. Cado discussed the number of homeless that are served per year.

Cmr. Steiner commented that it is critical that the homeless have access to housing that is coupled with support services. Ms. Cado agreed and described some programs that link the homeless to housing and supportive services.

Cmr. Hannon asked about informal hearings and who serves as HACA's informal hearing officer. Mr. Macias described the current informal review process and the amendments to this process that are being proposed. Ms. Gouig indicated that HACA contracts with a former HACA employee to serve as a hearing officer. Cmr. Hannon asked how many hearings HACA carries out per year and Mary Rizzo-Shuman, Programs Manager, indicated that there are approximately 8 hearings per year.

Cmr. Gacoscos asked for clarification of the term "HOTMA." Ms. Gouig explained that HOTMA is the acronym for the Housing Opportunities Through Modernization Act (HOTMA) of 2016. She commented that provisions in HOTMA provide some flexibility in program administration and indicated that as HUD rolls out these new HOTMA provisions, staff must make amendments to the Admin Plan. Cmr. Steiner asked if the elimination of some of the HUD rules and regulations is making an impact and Ms. Gouig indicated that there is some impact. Cmr. Hannon commented that the staff are the true experts in the administration of these housing programs and asked if there is a process through which housing authorities can make recommendations for changes to the regulations and/or processes. Ms. Cado discussed how the HUD regulations are rolled out and subsequently implemented by HACA and said that recommended changes to HUD regulations are usually made through advocacy efforts such as those carried out by the California Association of Housing Authorities (CAHA) and the National Association of Housing and Redevelopment Officials (NAHRO).

Moton/Second: Gacoscos/Peixoto.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-4. ACTION: APPROVE HACA'S ANNUAL PUBLIC HOUSING AGENCY PLAN AND AUTHORIZE SUBMITTAL OF THE PLAN TO HUD – PUBLIC HEARING REQUIRED

Oscar Macias presented the staff report. Mr. Macias reported that staff is proposing to submit HACA's Annual Public Housing Agency Plan (PHA Plan) to HUD. He went through the sections of HACA's draft of the PHA Plan, highlighted key initiatives in the Plan, and described HACA's strategies and goals for meeting local housing needs for the fiscal year beginning July 1, 2018. Mr. Macias reported that staff held a conference call meeting with HACA's Resident Advisory Board (RAB) on March 12 to solicit their comments on the draft PHA Plan and that the RAB members did not recommend any changes to the draft Plan. A copy of the minutes of the meeting with the RAB was distributed to the Commission and to the public. Mr. Macias recommended that the Commission hold a public hearing and, if no comments are received as a result of the public hearing, authorize staff to submit the PHA Plan to HUD.

Recommendation: Conduct a public hearing and accept comments on the draft of HACA's annual Public Housing Agency plan and authorize staff to submit the plan to HUD.

Public Hearing:

Vice Chairperson Hannon opened the public hearing at 8:52 a.m. No comments from the public were received. Vice Chairperson Hannon closed the public hearing at 8:53 a.m.

Commission Discussion: Cmr. Buckholz and Ms. Gouig talked about the process for requesting a reasonable accommodation for an extra bedroom. Cmr. Hannon recommended that staff provide a write-up of certain Plan provisions on a separate page attached to the PHA Plan so that it is easier to read. The write-up was inadvertently left out of the agenda item attachment and a copy of this write-up was distributed to the Commission and public. Cmr. Buckholz and Ms. Gouig discussed housing for veterans. Cmr. Buckholz asked if the veterans housing program included assistance for the survivors of a veteran and Ms. Gouig indicated that the assistance is for the veteran only.

Motion/Second: Steiner/Peixoto.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-5. ACTION: SCHOLARSHIP COMMITTEE APPOINTMENTS

Christine Gouig presented the staff report. Ms. Gouig reported that with the addition of the \$2,500 award for the newly established Donald C. Biddle memorial scholarship, the HACA Scholarship program will award \$17,500 total in scholarships. The Commission discussed the appointments to the Scholarship Committee for the 2018 HACA Scholarships and Cmr. Buckholz, Hannon and Gacoscos volunteered to serve on the committee. Vice Chairperson Hannon recommended that the Commission defer taking action on this item to the April Commission meeting to allow the Commissioners who were not present at the meeting the opportunity to volunteer.

ACTION WILL BE TAKEN AT THE NEXT COMMISSION MEETING.

4-6. ACTION: BUDGET/AUDIT/NEGOTIATIONS COMMITTEE APPOINTMENTS

Christine Gouig presented the staff report. The Commission discussed appointments to the Budget/Audit/Negotiations Committee for the fiscal year July 1, 2018 – June 30, 2019. Cmr. Buckholz and Hannon volunteered to serve on the committee. Ms. Gouig indicated that Cmr. Ballew also expressed an interest in serving on this committee. Vice Chairperson Hannon recommended that the Commission defer taking action on this item to the April Commission meeting to allow the Commissioners who were not present at the meeting the opportunity to volunteer.

ACTION WILL BE TAKEN AT THE NEXT COMMISSION MEETING.

4-7. INFORMATION: QUARTERLY INVESTMENT PORTFOLIO REPORT FOR THE QUARTER ENDED DECEMBER 31, 2017

Cathy Leoncio, Finance Director, presented the staff report. Report received with no questions or comments from the Housing Commission.

4-8. INFORMATION: BUDGET STATUS REPORT

Cathy Leoncio presented the staff report. Report received.

Commission Discussion: Cmr. Peixoto and Ms. Leoncio discussed the budget deficit and the factors that staff uses to try and forecast the deficit. Ms. Leoncio stated that expenses are going up while funding from HUD is decreasing. Cmr. Peixoto commented that this situation sounds similar to the structural deficits that some cities experience in their budgets. Ms. Leoncio explained that HACA's largest program, the Section 8 Housing Choice Voucher program, is very dependent on HUD funding and that this funding has been cut year after year. Cmr. Steiner and Ms. Gouig discussed Preserving

Alameda County Housing, Inc. (PACH). Ms. Gouig explained the strategy behind the creation of PACH and described how PACH will work as an additional source of funding that HACA could use to augment the HUD funding. Cmr. Hannon and Ms. Gouig discussed how PACH could help to eliminate the budget deficits in the future.

4-9. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported on the various workshops that were held for the Family Self-Sufficiency (FSS) participants.

5. COMMITTEE REPORTS

None.

6. COMMISSIONER REPORTS

None.

7. COMMUNICATIONS

Christine Gouig announced that a new Tenant Commissioner has been appointed to the Housing Commission. Cmr. Peixoto and Ms. Gouig discussed the Board of Supervisor's role in the appointments to the Housing Commission.

Ms. Gouig reported that the state legislature has placed an affordable housing bond, called the Veterans and Affordable Housing Act (SB3), on the November ballot. A flyer issued by a coalition of housing advocates describing the bond was distributed to the Housing Commission and to the public. Ms. Gouig described the housing bond and asked for the Commission's support in endorsing it.

Ms. Gouig provided an update on the status of the federal budget.

Ms. Gouig reported that Commissioner Patz will be attending the 2018 NAHRO Washington Conference.

Ms. Gouig reported on her attendance at the homeless summit hosted by the Alameda County Board of Supervisors.

8. ADJOURNMENT

There being no further business to discuss, the Housing Commission shared their fond memories of Commissioner Don Biddle and Vice Chairperson Hannon adjourned the meeting in his memory at 9:20 a.m.

Respectfully Submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Mark Gerry
Housing Commission Chairperson

NEW BUSINESS

April 11, 2018

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject:	Utility Allowance Schedule
Exhibits Attached:	Resolution, Proposed 07/01/2018 Utility Allowance Schedule
Recommendation:	Adopt the attached Resolution
Financial Statement:	Estimated \$95,220 increase in Section 8 program costs for FY 2019 and subsequent fiscal years

BACKGROUND

HACA’s Section 8 Program subsidy is applied against the family’s rent and any utilities paid for by the family. The amount of the HACA utility subsidy is determined by our utility allowance schedule. The utility allowance schedule is based on the typical cost of essential utilities and services paid for by energy-conserving households that occupy housing of similar size and type in HACA’s jurisdiction. It is not meant to be an exact reimbursement of a household’s actual utility costs.

HUD requires that housing authorities review their utility allowance schedules at least annually and revise them if utility rates have changed, either up or down, by 10% or more. As some rates have changed by more than this amount, staff has developed a revised utility allowance schedule for your approval.

DISCUSSION AND ANALYSIS

Gas and Electricity

The utility allowances for gas and electric service are based on the PG&E residential rates. In the past, staff based the utility allowances for gas and electric on PG&E’s *California Alternate Rates for Energy* (CARE) program. While PG&E reported in February 2013 that 98% of the households eligible for the CARE program in Alameda County were enrolled in the program, we do not know the current participation rate. Additionally, 7-13% of our participants do not qualify for the CARE program. Therefore, we are no longer using the CARE program rates.

The underlying methodology for analyzing gas and electric rates follows that of an outside consultant retained by HACA in 2001, 2002 and 2004 except as otherwise noted.

HACA AGENDA ITEM NO.: 4-1.

Gas: In the past, a snapshot of the gas rates at a fixed point in time was used to set the annual utility allowance schedule. However, since rates fluctuate from month to month and year to year, HACA began incorporating a floating 12-month rate average in 2006 and continues this method for 2018. The proposed gas utility allowance schedule reflects no change as gas rates did not increase in 2017 and the 2018 rates increased by only 2.8%.

Electricity: The proposed electricity utility allowance schedule reflects increases from \$0-\$18.

Other Utilities

Water: Water rates increased by 5% this year. Consequently, the current HACA allowances for water are not changed on the schedule.

Sewer: Sewer rates remained flat this year. Consequently, the current HACA allowances for sewer are not changed on the schedule.

Garbage: Garbage rates increased by 5% this year. Consequently, the current allowances for garbage are not changed on the schedule.

Tenant-Supplied Stove or Refrigerator: No increase is proposed over the current \$9 per month allowance.

Housing Authority of Alameda County
Section 8 Utility Allowance Schedule
Effective 07/01/2018 for Re-examinations and Move-Ins Effective 07/01/2018 or Later

Single Family Homes	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electric Heating	21	22	41	65	117	126	145
Gas Heating	20	25	32	38	43	55	63
Electric Cooking	3	5	6	7	7	9	10
Gas Cooking	2	4	4	4	4	4	5
Electric Hot Water	25	28	50	73	76	75	86
Gas Hot Water	10	14	17	24	28	31	36
Refrigerator (If tenant-supplied)	9	9	9	9	9	9	10
Stove (If tenant-supplied)	9	9	9	9	9	9	10
Water	36	50	64	79	100	115	132
Sewer	28	28	28	28	28	28	32
Trash	29	29	29	49	49	78	90
Other Electric	27	32	44	54	62	68	78

Attached Homes	Studio	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electric Heating	18	20	28	39	47	73	84
Gas Heating	15	20	22	26	30	31	36
Electric Cooking	3	5	6	7	7	9	10
Gas Cooking	2	4	4	4	4	4	5
Electric Hot Water	25	28	54	72	76	75	86
Gas Hot Water	10	14	17	24	29	33	38
Refrigerator (If tenant-supplied)	9	9	9	9	9	9	10
Stove (If tenant-supplied)	9	9	9	9	9	9	10
Water	29	41	52	64	82	93	107
Sewer	24	24	24	24	24	24	28
Trash	29	29	29	49	49	78	90
Other Electric	27	32	44	54	62	68	78

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 04-18

APPROVING UPDATE TO THE UTILITY ALLOWANCE SCHEDULE

WHEREAS, the U. S. Department of Housing and Urban Development (“HUD”) requires that housing authorities review their utility allowance schedules at least annually and revise them if utility rates have changed by 10% or more; and

WHEREAS, rates for some utilities have changed by at least 10%;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby adopt the utility allowance schedule presented at this meeting with an effective date of July 1, 2018 for annual re-examinations and move-ins with an effective date of July 1, 2018 or later.

PASSED, APPROVED, AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on April 11, 2018 by the following vote:

AYES:

NAYS:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject: Purchase and Sale of Property to Eden Housing, Inc.

Exhibits Attached: 1. Resolution 05-18
 2. Attachment A:
 - Agreement Regarding Acquisition of Property with Eden
 Housing
 - Purchase and Sale Agreement with Caltrans

Recommendation: Adopt a resolution authorizing the Executive Director to execute the Agreement Regarding Acquisition of Property and the Purchase and Sale Agreement and other necessary documents to complete the sale of surplus Caltrans property to Eden Housing

Financial Impact: None; all costs paid by Eden Housing

BACKGROUND

From time to time, the State Department of Transportation (Caltrans) offers surplus property for sale to public agencies at fair market value. With some minor exceptions, first priority is given to entities that agree to use the site for housing for persons and families of low or moderate income. If a housing authority purchases the site, State law (Government Code section 54224) allows the housing authority to reconvey the land to a developer who will build low and moderate income housing.

Eden Housing, an experienced non-profit developer based in Hayward, had been closely following Caltrans' planned disposal of a 6.24 acre site in unincorporated Hayward, located at "A" and Ruby Streets. (Only 2.73 acres are developable; the remaining 3.51 acres are in a riparian and conservation easement.) In 2011, when HACA received a letter from Caltrans offering to sell the site, Eden asked HACA to purchase the site using funds provided by Eden and transfer it to them. At your Commission's June 15, 2011 meeting you authorized HACA to submit an offer to Caltrans to purchase the site and to enter into the option agreement required by Caltrans.

DISCUSSION AND ANALYSIS

As this process was underway, the state of California eliminated redevelopment agencies. Funding from the Alameda County Redevelopment Agency was going to be the source of purchase funds and without them the project came to a halt. However, Eden remained in contact with Caltrans and the project was resurrected with the passage of Measure A1, the affordable housing bond, in November 2016. Since then, staff and Eden Housing have been in contact with Caltrans to retain an appraiser, obtain Caltrans' approval of the appraised value, and permit Eden to enter the site to undertake exploratory observations and excavations.

The purchase price, per an appraisal paid for by Eden using an appraiser from Caltrans' approved list, is \$4,025,000. HACA will not incur any costs in offering to purchase the property or develop it; all costs will be the obligation of Eden Housing as reflected in the attached Agreement Regarding Acquisition of Property reviewed by HACA's counsel, Goldfarb & Lipman. The attached Purchase and Sale Agreement – Direct Sale is a Caltrans form that HACA is required to execute in order to purchase the property from Caltrans. These documents can be found at Attachment A.

The project was originally going to provide 36 rental apartments for seniors, 34 units for families, an on-site manager's unit and a 12,400 square foot kitchen and storage facility for Spectrum Community Services, a local non-profit that provides services to seniors, and SOS Meals on Wheels. The commercial space was to be separately owned by Spectrum through a condominium arrangement with Eden. Since then, the facilities have been located elsewhere and the new project will consist of 76 units serving very low and low-income families. There may be 10-20 VASH vouchers provided by HACA, depending on timing. The site will contain approximately eight 3-story apartment buildings with surface parking, community gardens, an outdoor play structure, and a community building with a leasing office and community space. A potential partnership with Alameda County will create a public park on Crescent Ave with access to San Lorenzo Creek for residents and the surrounding neighborhood.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 05-18

AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING ACQUISITION OF PROPERTY, A PURCHASE AND SALE AGREEMENT-DIRECT SALE AND OTHER DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE AND SALE OF PROPERTY

WHEREAS, from time to time the California Department of Transportation (“Caltrans”) will offer its surplus property for sale to public agencies with first priority given to entities that agree to use the site for housing for persons and families of low or moderate income; and

WHEREAS, the Housing Authority of the County of Alameda (“HACA”) received a letter from Caltrans identifying a 6.24 acre site in unincorporated Hayward, located at “A” and Ruby Streets and Crescent Avenue and Rockaway Lane (“Site”), and offering it for sale or lease; and

WHEREAS, Eden Housing, a non-profit housing developer (“Eden”), has been working with HACA to devise a development plan for the Site; and

WHEREAS, the project Eden plans to develop will provide housing for low-income families along with a community building, community gardens, a children’s play area and a possible park; and

WHEREAS, Government Code section 54224 allows a local agency, housing authority or redevelopment agency to reconvey land purchased from Caltrans to a non-profit organization; and

WHEREAS, Eden has requested that HACA option the Site for reconveyance to Eden; and

WHEREAS, on June 15, 2011, the HACA Housing Commission approved the proposed reconveyance and authorized its executive director to submit an offer to Caltrans to purchase the Site and to enter into an option agreement; and

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 05-18

AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING ACQUISITION OF PROPERTY, A PURCHASE AND SALE AGREEMENT-DIRECT SALE AND OTHER DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE AND SALE OF PROPERTY

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WHEREAS, an appraisal determined the fair market value of the site to be \$4,025,000; and

WHEREAS, Caltrans has accepted this appraised value and will process a sale to HACA with a \$402,500 deposit (10%) with the balance of \$3,622,500 to be paid within 180 days' from receipt of notice that the California Transportation Commission has approved the Director's Deed at a meeting tentatively scheduled for June 27, 2018; and

WHEREAS, all costs to effect the sale and transfer of the Site will be provided by Eden and HACA has no liability therefor; and

WHEREAS, Eden will indemnify, defend, protect and hold harmless HACA and its officers, members, managers, directors, employees from and against any claims, damages, losses, liabilities and actions as specified in Paragraph 7 of the Agreement Regarding Acquisition of Property; and

WHEREAS, HACA desires to enter into an Agreement Regarding Acquisition of Property with Eden and a Purchase and Sale Agreement-Direct Sale with Caltrans in order to purchase the Site ("Agreements"); and

WHEREAS, the Agreements have been reviewed by HACA's counsel, Goldfarb & Lipman, and are in substantially final form as presented; and

WHEREAS, additional documents and agreements will be required in order to complete the transaction;

NOW, THEREFORE, BE IT RESOLVED that the Housing Commission does hereby approve the Agreement Regarding Acquisition of Property and the Purchase and Sale Agreement-Direct Sale as presented at this meeting and authorizes its Executive Director to execute same on behalf of HACA along with any changes she deems necessary.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
RESOLUTION NO.: 05-18
AUTHORIZING THE EXECUTION OF AN AGREEMENT REGARDING ACQUISITION OF PROPERTY, A PURCHASE AND SALE
AGREEMENT-DIRECT SALE AND OTHER DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE AND SALE OF PROPERTY

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BE IT FURTHER RESOLVED that the Executive Director is hereby authorized to execute any and all other documents, including but not limited to escrows, agreements, certificates, and covenants in connection with the Agreements and the transactions contemplated thereby, and deliver such additional documents and/or perform such acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of the Agreements.

PASSED, APPROVED, AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this _____ day of _____ 2018.

AYES:

NAYS:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting Date: April 11, 2018

Subject: Resolution establishing the Christine Steiner Inspiration Award

Exhibits Attached: Resolution No. 06-18

Recommendation: Adopt the resolution

Financial Impact: \$100 annually

BACKGROUND

Commissioner Christine Steiner first began her service on the Housing Commission in 1978. In 1999, Christine left the Housing Commission, returned in 2007 and has since served continuously as a Housing Commissioner representing the City of Pleasanton.

In her role as Housing Commissioner, Christine dedicated her time, rarely missing a Commission meeting, to support and advocate for HACA's programs and initiatives. But after 32 years on the Housing Commission, Christine will be resigning as she will be moving out of state.

DISCUSSION

Christine will be greatly missed. Through the years she has been a strong supporter of HACA's programs, in particular, the Family Self Sufficiency (FSS) Program. Christine has been a fixture at the annual *It's Your Time to Shine* event, celebrating alongside FSS program participants as they are recognized for their achievements. She urges other Housing Commissioners and city officials to attend so that they, too, can be inspired by the stories shared by the FSS program participants. Christine was also a strong supporter of the FSS Giving Connection and her contributions to this event ensured that FSS families could receive a grocery gift card and toys during the holidays.

Christine's contributions have touched the lives of many FSS program participants. To recognize her, staff thought it would be fitting to establish a special award for FSS participants in her honor called the *Christine Steiner Inspiration Award*. The award amount would be set at \$100 and a HACA staff committee would select the FSS program participant who, when confronted with a difficult life-changing challenge or situation, used determination and perseverance to overcome that challenge and then served as a role model to inspire others. The award recipient would be announced at the *It's Your Time to Shine* event.

Staff recommends that you adopt the resolution establishing the *Christine Steiner Inspiration Award*.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 06-18

RESOLUTION ESTABLISHING THE CHRISTINE STEINER INSPIRATION AWARD

WHEREAS, the Housing Authority of the County of Alameda (“HACA”) provides rental housing assistance and other related services to families in need; and

WHEREAS, Christine Steiner has served on the HACA Housing Commission, the 12-member body that governs the Housing Authority, for 32 years; and

WHEREAS, Christine Steiner has been a strong supporter of HACA’s programs, in particular, HACA’s Family Self Sufficiency (FSS) Program; and

WHEREAS, HACA wishes to honor Christine Steiner and celebrate her commitment to helping others by establishing the *Christine Steiner Inspiration Award* in the amount of \$100 and incorporating this special award into FSS’s annual It’s Your Time to Shine event beginning with the 2018-2019 fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda hereby establishes the *Christine Steiner Inspiration Award*, and directs staff to form a selection committee and develop criteria for the award.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this _____ day of _____ 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig
Executive Director/Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting Date: April 11, 2018

Subject: Appointment to Preserving Alameda County Housing, Inc. (“PACH”) Board of Directors

Exhibits Attached: None

Recommendation: Appoint a Housing Commissioner to the PACH Board of Directors

BACKGROUND

Preserving Alameda County Housing, Inc. (PACH) is a non-profit instrumentality of HACA organized under the Nonprofit Public Benefit Corporation Law for the purpose of providing affordable housing. HACA transferred ownership of its 230 former public housing units to PACH and the units are now subsidized under the Section 8 project-based voucher program. PACH has no employees; it contracts with HACA for all property management and maintenance services. The PACH bylaws state that PACH’s activities and affairs shall be managed by a five-member board of directors consisting of three HACA Commissioners and the HACA Executive Director and Finance Director.

DISCUSSION AND ANALYSIS

Traditionally, the chair of HACA’s Housing Commission serves as the PACH president, the vice-chair of HACA’s Commission as the PACH vice-president, and a Housing Commissioner as the PACH 2nd vice-president. Commissioners Mark Gerry, Mike Hannon and Don Biddle were elected in July 2017 to the PACH offices of president, vice-president and 2nd vice-president, respectively.

The passing of Commissioner Biddle has created a vacancy in the office of 2nd vice-president. To facilitate operations, staff recommends that your Commission appoint a Housing Commissioner to the PACH Board of Directors. The PACH Board of Directors will meet following this Housing Commission meeting to consider electing your appointee to the office of 2nd vice-president.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject: Budget/Audit/Negotiations Committee

Exhibits Attached: None

Recommendation: Appoint Committee Members

BACKGROUND

In February 2011, your Commission combined the Budget/Audit Committee with the Negotiations Committee since the outcomes of the budget and the negotiations processes are so closely linked to one another.

DISCUSSION

The duties of the Budget/Audit/Negotiations Committee include:

- Reviewing the draft budget prepared by staff and communicating to the Commission its recommendations related to the budget;
- Meeting and consulting with management during the labor negotiating process as it relates to the memorandum of understanding (MOU) between HACA and SEIU 1021;
- Overseeing the independence and performance of the independent auditors;
- Providing an avenue of communication among the independent auditors, staff, and the Commissioners; and
- Representing and providing assistance to the Commission in fulfilling its fiduciary obligations with respect to matters involving the accounting, auditing, and financial reporting functions of the Housing Authority.

Your Commission needs to appoint a Budget/Audit/Negotiations Committee for the Fiscal Year 2018-2019. Staff recommends the Committee have no more than five members in order to avoid a Commission quorum. Commissioners Don Biddle, Helen Buckholz, Mark Gerry, Michael Hannon and Christine Steiner comprised the Committee last year.

This item was presented at your March Commission meeting and Commissioners Buckholz and Hannon volunteered to serve on this committee and Ms. Gouig indicated that Commissioner Ballew also had volunteered. However, your Commission deferred taking action to your April meeting to allow other Commissioners, who were not present at the meeting, the opportunity to volunteer for this committee if they want to.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject: Scholarship Committee Appointments

Exhibits Attached: None

Recommendation: Appoint Committee Members

DISCUSSION

Every year, the HACA Scholarship Program provides an opportunity for participants of the Family Self-Sufficiency (FSS) program and for tenants of HACA's instrumentality, Preserving Alameda County Housing, Inc. (PACH), to apply for a scholarship that can be used to pay eligible expenses related to their education. In previous years, scholarships not to exceed \$15,000 in total were awarded by the Scholarship Committee. This year, the total will be \$17,500 in order to add the Don Biddle Memorial Scholarship approved by your Commission at your March meeting.

Your Commission needs to appoint a Scholarship Committee for 2018 to work with staff on reviewing this year's scholarship applications and making award recommendations to the Commission for final approval. The Scholarship Committee usually has one meeting via telephone, although there is quite a lot of reading involved as the Committee must review all applications that are submitted.

This item was presented at your March meeting and Commissioners Hannon, Buckholz and Gacoscos volunteered to serve on the Scholarship Committee. However, your Commission deferred taking action on this item to your April meeting to allow other Commissioners, who were not present at the March meeting, to volunteer for this committee if they want to.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject: HUD Funding Shortfall – Update on Action Plan

Exhibits: None

Recommendation: Receive Report

BACKGROUND

Last year, HACA was in what HUD calls ‘shortfall’ status, i.e., not having enough HAP rental subsidy funds to complete the calendar year. The three contributing factors to this shortfall were: 1) the way in which HUD calculates the amount of annual funding for housing authorities, 2) the fact that we were only receiving 96 percent of the HAP amount needed to keep all Section 8 tenants housed, and 3) the exceedingly high rents in our area. HUD’s primary objective is that no family *currently* receiving housing assistance be terminated and it provides extra funds to shortfall housing authorities to make sure this doesn’t happen.

In order for a housing authority to be eligible for shortfall funding it must:

1. Continue to work with HUD to provide information and data to assist in determining if a shortfall is imminent,
2. Cease issuing vouchers to families on the wait list except for:
 - a. Families assisted through the HUD-VASH program for veterans
 - b. Families needed to fill vacant project-based voucher (PBV) units,
3. Rescind any vouchers remaining on the street that were issued to applicant families except those listed in #2 above,
4. Cease absorbing portable vouchers,
5. Prohibit current participants from porting to higher cost areas, and
6. Cease issuing tenant-based vouchers to current PBV families that want to voluntarily move with tenant-based assistance.

In addition to #2a and #2b above, we can still issue vouchers to:

1. Families that are current participants that want to move to a different unit, and
2. Families receiving tenant protection vouchers (to replace rental assistance in a formerly subsidized project).

Last year we received \$10,499,086 in shortfall funding and, unfortunately, we will be in shortfall again this year. At this time we estimate the 2018 shortfall to be \$5-6 million.

DISCUSSION and ANALYSIS

Staff had its second 2018 conference call with HUD’s Shortfall Prevention Team on March 28, 2018, and will continue calls on a monthly basis. On each call we jointly complete and agree on certain data to be inserted on HUD’s Two-Year Tool, which projects the amount of the shortfall.

On April 3, 2018, staff received official acknowledgement from HUD that we will be in shortfall again this year.

Action Plan

HUD’s approach is to have shortfall housing authorities reduce their HAP costs as much as possible before funding the shortfall and, jointly with the housing authority, develop an Action Plan to accomplish this.

HACA has received its initial Action Plan from HUD. Below is a chart of the required actions outlined in the Plan, the requirements of HUD Notice PIH 2018-05, and the status of each item:

Required Action	Action Required By:	Status
1. Continue to work with HUD to assist in determining if a shortfall is imminent.	PIH 2018-05	HACA’s next call with HUD’s shortfall team is May 1, 2018.
2. Cease issuing vouchers to new applicants and pull back (rescind) outstanding vouchers on the street.	Action Plan PIH 2018-05	The last time HACA issued vouchers to new applicants was January 31, 2017. Effective May 1, 2017, any voucher holder who either had not found a unit or whose unit did not pass inspection by May 1, 2017, had their voucher rescinded and was returned to the wait list (25 households). These applicants will be served before other applicants on the wait list when HACA next issues vouchers.
3. Stop absorbing new portable families and bill the originating housing authority until further notice by HUD.	Action Plan PIH 2018-05	HACA began billing all incoming portable families as of April 10, 2017. We currently bill for 364 incoming ports.
4. Deny portability move-outs or movers wishing to rent in higher-cost areas, unless the receiving housing authority will absorb the family.	Action Plan	Beginning May 1, 2017, HACA ceased allowing portability move-outs to higher-cost areas.
5. Utilize a HUD-provided report to search for possible cost savings.	Action Plan	HACA has and continues to review the HUD-provided report to search for possible cost savings (e.g., over-vouchered households, households with unreported income).
6. Send a letter to all participants reminding them of their responsibility to report all income and households members.	Action Plan	Letter sent last year and again on March 5, 2018.
7. Cease issuing vouchers to PBV families that want to voluntarily move with tenant-based assistance.	PIH 2018-05	The last time HACA issued a tenant-based voucher to a PBV family was January 10, 2017, except for reasonable accommodations and VAWA cases. HACA is maintaining a wait list of PBV families wishing to move with a tenant-based voucher.

BUDGET STATUS

REPORT

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE June 30, 2018
February 2018

FY 2018 - HCV OPERATING BUDGET	Budgeted @ 2/28/2018	Actual @ 2/28/2018	OVER (UNDER)	PROJECTED TO 6/30/18	SCH. NO.	2017 BUDGET	2018 BUDGET	DIFFERENCE
INCOME								
Investment Income	334	0	(334)	0	A1	500	500	0
Misc. Income	217,333	213,703	(3,630)	306,005	A1	326,000	326,000	0
Grant Income	0	0	0	0				0
Administrative Fee Income	4,423,055	4,471,638	48,583	6,665,392	A	6,976,234	6,634,582	(341,652)
TOTAL INCOME	4,640,721	4,685,341	44,620	6,971,397		7,302,735	6,961,082	(341,652)
EXPENSES								
Administration								
Salaries	(2,506,642)	(2,588,549)	(81,906)	(3,958,957)	B-1& 2	(4,110,734)	(3,759,964)	350,770
Other Admin.	(1,062,460)	(962,295)	100,166	(1,353,442)	C-1&2	(1,563,758)	(1,593,691)	(29,933)
Total	(3,569,103)	(3,550,843)	18,260	(5,312,399)		(5,674,492)	(5,353,654)	320,838
General								
Insurance	(149,798)	(90,781)	59,018	(136,171)	E	(226,429)	(224,697)	1,732
Employee Benefits	(1,428,786)	(1,417,286)	11,500	(2,125,929)		(2,240,350)	(2,143,179)	97,171
Miscellaneous	0	0	0	0		0	0	0
Total	(1,578,584)	(1,508,067)	70,518	(2,262,100)		(2,466,779)	(2,367,877)	98,902
Total Routine Expenses	(5,147,687)	(5,058,910)	88,777	(7,574,499)		(8,141,271)	(7,721,531)	419,740
Capital Expenditures	0	0	0	0	D2	0	0	0
TOTAL EXPENSES	(5,147,687)	(5,058,910)	88,777	(7,574,499)		(8,141,271)	(7,721,531)	419,740
Income (Deficit)						(838,536)	(760,449)	
NET INCOME (DEFICIT)	(506,966)	(373,569)	133,397	(603,102)		(838,536)	(760,449)	78,088

Unrestricted Net Position @ 6/30/17 (unaudited)
 Estimated Income (Loss) FYE 6/30/18
 Estimated Income (Loss) FYE 6/30/18 due to NPL
 Projected Unrestricted Net Assets @ 6/30/18

\$ (6,425,207)
 (603,102)
 (1,200,000)
\$ (8,228,309)

Unrestricted Net Position (UNP)	Op. Res w/o GASB 68 - pension	GASB 68 - Pension Liability	Total UNP
Beginning Bal 7/1/16	1,396,348	(6,619,893)	(5,223,545)
Net loss @ 6/30/17 (unaudited)	(251,900)	(949,762)	(1,201,662)
UNP @ 7/1/17 (unaudited)	1,144,448	(7,569,654)	(6,425,207)
Estimated Loss @ 6/30/18	(603,102)	(1,200,000)	(1,803,102)
Est. UNP @ 6/30/18	541,345	(8,769,654)	(8,228,309)

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: April 11, 2018

Subject: Programs Activity Report

Exhibits Attached: Section 8 and Housing Assistance Payments (HAP) Report; Section 8 Average Contract Rent Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of April 1, 2018, the Section 8 Housing Choice Voucher program had 6,136 units under contract.
- **HCV Program Utilization:** As of April 1, 2018, the average HAP subsidy was \$1,580 and the average tenant-paid rent portion was \$483 for an average Contract Rent of \$2,064. Amounts vary by \$1 due to rounding.
 - ❖ As of April 1, 2018, HACA had 122 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of April 1, 2018, HACA billed other housing authorities for 364 incoming portability contracts.
 - ❖ As of April 1, 2018, 223 of PACH's 230 project-based voucher (PBV) units are leased. These are HACA's former public housing units converted under HUD's Section 18 or Rental Assistance Demonstration programs and transferred to PACH, HACA's instrumentality.
- **Section 8 Contract Report:** A copy of the Contract Report is attached.
- **Landlord Rental Listings:** As of April 2, 2018, there were 54 active properties listed. There were three new landlords added to the Section 8 program in March.

- **HCV Housing Quality Standards (HQS) Abatements:** During the first quarter of 2018, HACA scheduled 986 annual inspections. Of those, 705 (72%) passed inspection the day they were inspected, 126 (13%) failed inspection, and 155 (16%) were “no shows” that had to be rescheduled. Additionally, HACA did not abate any HAP contracts in Q1 2018 for non-compliance with HQS.

FAMILY SELF SUFFICIENCY (FSS)

In March, the FSS Department hosted a workshop on becoming an entrepreneur. The presenter described the steps required to have a successful business, from coming up with a business plan to getting a business license to annual and ongoing requirements once the business is up and running. The workshop was popular with 22 FSS participants in attendance.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of March 2018

City	Certificates		Vouchers		MARCH 2018 TOTAL		MARCH 2017	MARCH 2016
	Number	HAP*	Number	HAP**	Number	HAP		
		based on avg		based on avg				
		\$1,474		\$1,597				
Albany	0	\$0	18	\$28,746	18	\$28,746	23	27
Castro Valley	13	\$19,162	201	\$320,997	214	\$340,159	206	209
Dublin	3	\$4,422	395	\$630,815	398	\$635,237	351	350
Emeryville	6	\$8,844	148	\$236,356	154	\$245,200	157	128
Fremont	21	\$30,954	1,040	\$1,660,880	1,061	\$1,691,834	1,067	1,069
Hayward	88	\$129,712	1,894	\$3,024,718	1,982	\$3,154,430	1,996	2,025
Newark	5	\$7,370	206	\$328,982	211	\$336,352	212	222
Pleasanton	3	\$4,422	203	\$324,191	206	\$328,613	117	114
San Leandro	12	\$17,688	1,346	\$2,149,562	1,358	\$2,167,250	1,407	1,469
San Lorenzo	1	\$1,474	201	\$320,997	202	\$322,471	203	197
Union City	4	\$5,896	727	\$1,161,019	731	\$1,166,915	751	730
TOTALS	156	229,944	6,379	10,187,263	6,535	10,417,207	6,490	6,540

* Based on an average March Housing Assistance Payment (HAP) of \$1,474 per certificate contract

**Based on an average March Housing Assistance Payment (HAP) of \$1,597 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of March 2018

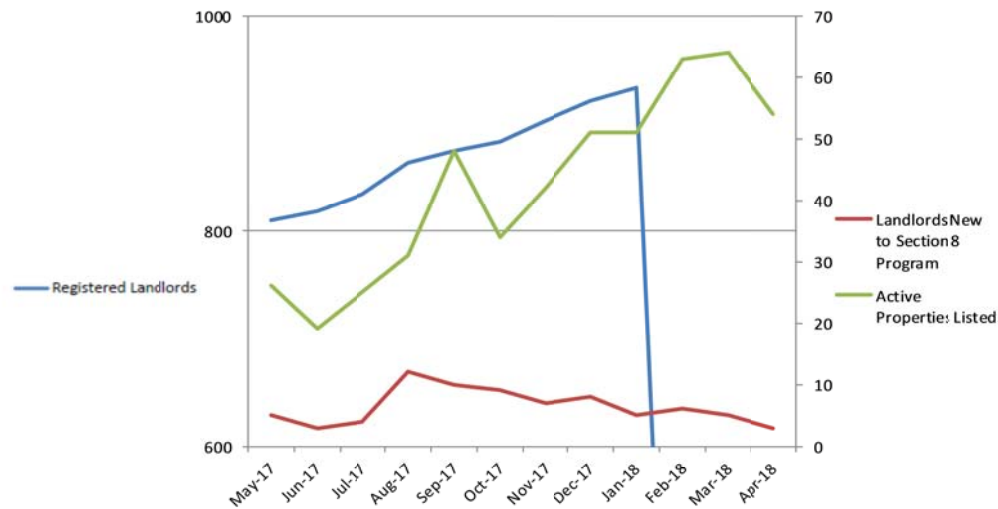
City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	18	\$1,675	\$1,343	\$332	20%
Castro Valley	202	\$2,072	\$1,667	\$405	20%
Dublin	395	\$1,899	\$1,501	\$398	21%
Emeryville	148	\$1,617	\$1,138	\$479	30%
Fremont	1040	\$2,248	\$1,771	\$477	21%
Hayward	1,894	\$2,006	\$1,546	\$459	23%
Newark	206	\$2,415	\$1,825	\$591	24%
Pleasanton	203	\$1,706	\$1,324	\$382	22%
San Leandro	1,346	\$1,985	\$1,506	\$480	24%
San Lorenzo	201	\$2,270	\$1,720	\$550	24%
Union City	727	\$2,266	\$1,760	\$505	22%

*Some rents may vary by \$1 due to rounding

Landlord Rental Listing Report

Monthly

	5/1/2017	6/1/2017	7/5/2017	8/1/2017	9/1/2017	10/2/2017	11/1/2017	12/4/2017	1/2/2018	2/5/2018	3/1/2018	4/2/2018
Registered Landlords	810	819	834	864	874	883	903	921	933	0	0	0
Landlords New to Section 8 Program	5	3	4	12	10	9	7	8	5	6	5	3
Active Properties Listed	26	19	25	31	48	34	42	51	51	63	64	54



The blue line on the chart above takes a severe drop in February as the Registered Landlords data is not available at this time. Our rental listing vendor is working toward restoring our ability to access this information. The data is still being tracked but simply isn't currently available to customers.



To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Danielle Roundtree
Date: March 28, 2018

Program Summary	March 2018
Total Clients Under Contract:	168
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	3

FSS PROGRAM NEWS:

Workshop

On Saturday, March 17, 2018, the FSS team hosted a workshop entitled, *Branding: Become An Entrepreneur*. A new community partner, Tyranny Allen, presented the workshop. The topics included:

- Planning a Business Structure
- Picking a Business Name
- Registering the Business
- Obtaining your Federal Employer Identification Number (FEIN)
- Opening Company Accounts: Bank and Credit Cards
- Obtaining Business Licenses and Permits
- Annual and Ongoing Requirements

Twenty-two FSS participants were in attendance.

Case Management Referrals = 7
Job Referrals = 79

ATTACHMENT A

AGREEMENT REGARDING ACQUISITION OF PROPERTY

This AGREEMENT REGARDING ACQUISITION OF PROPERTY (the “Agreement”) is made and entered into as of April __, 2018, by and between Eden Housing, Inc., a California nonprofit public benefit corporation (“Eden”), and the Housing Authority of the County of Alameda, a public body, corporate and politic (the “Authority” and collectively with Eden, the “Parties”), with reference to the following recitals of fact:

R E C I T A L S

A. WHEREAS, the State of California Department of Transportation (the “DOT”) owns that certain real property located at the intersection of Ruby Street and A Street in the City of Hayward, California, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”);

B. WHEREAS, the DOT has designated the Property as “Surplus Property” and desires to sell the Property to a public entity for the purposes of causing the development of a multi-family affordable housing development thereon (the “Project”);

C. WHEREAS, Eden is an experienced developer of multi-family affordable housing who desires to develop the Project in furtherance of the charitable purpose of Eden;

D. WHEREAS, in furtherance of the Authority’s mission of facilitating the development and production of affordable housing in Alameda County, the Authority desires to facilitate the acquisition of the Property from the DOT;

E. WHEREAS, Eden has agreed to indemnify the Authority and fund any amounts required to be funded by the Authority in order to facilitate the acquisition of the Property;

F. WHEREAS, the Parties desire to enter into this Agreement in order to set forth their agreement regarding the acquisition of the Property and the development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants, concessions and agreements herein contained and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

A G R E E M E N T

1. Terms of Sale. Eden shall be responsible for the negotiation of the sale of the Property, including, without limitation, the negotiation of the purchase price thereof (the “Terms of Sale”). The Terms of Sale shall be reasonably acceptable to the Authority and Eden.

2. Authority Purchase Agreement. Upon finalization of the Terms of Sale, the Authority shall enter into a binding purchase and sale agreement with the DOT for the purchase of the Property in the form attached hereto as Exhibit B (the “DOT Purchase Agreement”). The terms and conditions of the DOT Purchase Agreement have been determined to be reasonably

acceptable to both the Authority and Eden, and any amendments or modifications to such form shall be mutually approved by both parties.

3. Eden Purchase Agreement. Concurrently with the execution of the DOT Purchase Agreement, the Authority and Eden shall enter into a binding purchase and sale agreement in the form attached hereto as Exhibit C (the “Authority Purchase Agreement”) which shall provide that concurrently with the acquisition of the Property from the DOT, the Authority shall sell the Property to Eden upon the same terms and conditions upon which the Authority acquired the Property from the DOT. The Authority Purchase Agreement shall also provide that (i) Eden shall fund (or, if not funded in advance, shall reimburse the Authority within ten (10) business days of a request for the reimbursement of such funds) any and all amounts required to be funded by the Authority pursuant to the DOT Purchase Agreement, including, without limitation, the purchase price, any escrow costs, recording fees or premiums, costs of title insurance, proration of real property taxes and assessments, rents, interest and other expenses, (ii) Eden shall be solely responsible for performing any and all necessary due diligence related to the Property (including any costs, liabilities, or insurance requirements related to performing such due diligence), (iii) the Authority shall not waive any condition or contingency set forth in the DOT Purchase Agreement, or modify, amend or terminate the DOT Purchase Agreement, without the prior consent of the Authority, and (v) Eden shall acquire the Property from the Authority “AS-IS, WHERE IS” without any representation or warranty from the Authority.

4. Relocation Expenses. The Parties acknowledge that certain units at the Property may be occupied by existing tenants. Eden shall be solely responsible for satisfying any federal, state or local relocation requirements applicable to such tenants, including, without limitation, the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act, as amended, if the Authority issues HUD-Veterans Affairs Supportive Housing vouchers for the Property. Eden shall be solely responsible for the payment of any relocation costs attributed to the temporary or permanent relocation of such tenants.

5. Recordation of Affordable Housing Covenant. Concurrently with Eden’s acquisition of the Property, Eden shall record a covenant against the Property for the benefit of the Authority (the “Affordability Covenant”) requiring the Property to be used for the development and operation of affordable housing in form and substance reasonably acceptable to Eden and the Authority. The Affordability Covenant shall be subordinate to any third party financing obtained by Eden (or any successor and assign) in connection with the acquisition of the Property or the development, construction and/or operation of the Project.

6. Development of Project. Upon the acquisition of the Property, Eden shall use commercially reasonable efforts to develop the Property as an affordable housing multi-family development affordable to persons and families at or below sixty percent of the area median income for Alameda County. Eden shall be solely responsible for the development of the Project and shall bear all financial liability in connection therewith. The Authority shall have no liability in connection with the development of the Project nor shall the Authority have any obligation to provide any financial assistance to the Project.

7. Indemnification of the Authority. Eden shall indemnify, defend, protect and hold harmless the Authority and its officers, members, managers, attorneys, directors, employees and

agents (collectively, the “Indemnified Parties”) from and against any claims, damages, losses, liabilities, actions, causes of action, suits, penalties, fines, costs, expenses, fees, including, but not limited to, reasonable attorneys’ fees, judgments, amounts paid in settlement or other amounts incurred arising in connection with, or related to, any liability arising from the acquisition of the Property by the Authority other than that arising from the gross negligence or willful misconduct of the Authority.

8. Limitation on Indemnity. In no event shall the obligation of the Authority in Section 7 of this Agreement require the Authority to violate any applicable law, rule, regulation or requirement of the United States Department of Housing and Urban Development (“HUD”) regarding the use of any funds received from HUD (“Federal Funds”). Federal Funds may not be used to pay or satisfy any financial obligation of the Authority (if any) under Section 7 of this Agreement, and, there shall be no legal right of recourse under this Agreement against such Federal Funds. In the event of any conflict between the terms of this Section 8 and any other provision of this Agreement, the terms of this Section 8 shall control.

9. Additional Documents and Acts. In connection with this Agreement and the transactions contemplated hereby, each Party agrees to execute and deliver such additional documents and/or perform such acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement.

10. No Guaranty of Project Success. The Parties hereby agree and acknowledge that real estate development is a speculative endeavor which is subject to multiple variables and factors outside the control of the developer. Nothing in this Agreement shall be deemed a representation or warranty by Eden that the Project shall ultimately developed by Eden notwithstanding Eden’s good faith efforts to do so.

11. Notices. Any communication, notice or demand of any kind that any party may be required or may desire to give or to serve upon the other party shall be in writing, addressed to the party at the address set forth below, and be delivered by personal service, Federal Express or other qualified overnight delivery service, facsimile, or registered or certified mail, postage prepaid, return-receipt requested:

Authority: Housing Authority of the County of Alameda
22941 Atherton Street
Hayward, CA 94541
Attn: Executive Director

Eden: Eden Housing, Inc.
22645 Grand Street
Hayward, CA 94541
Attn: Linda Mandolini

Any notice shall be deemed delivered as follows: (a) if personally delivered, the date of delivery to the address of the person designated to receive such notice; (b) if sent by Federal Express or other overnight delivery service, the date of delivery to the address of the person designated to receive such notice; (c) if mailed, three (3) calendar days after depositing same in the mail. Any

party may change its address for notice by written notice given to the other party at least five (5) calendar days before the effective date of any such change in the manner provided in this Section 10.

12. Termination. This Agreement shall terminate, except for the reimbursement and indemnity obligations of Eden as provided in this Agreement, upon the termination of the DOT Purchase Agreement.

13. Interpretation. This Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, and interpreted and enforced in accordance with, the laws of the State of California.

14. Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes all previous negotiations, agreements, whether oral or written. This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the Parties.

15. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be a part of this Agreement or considered in construing this Agreement.

16. Severability. Each term or provision of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined to be invalid or void for any reason.

17. Attorneys' Fees. In the event of any controversy or litigation among the Parties relating to any provision of this Agreement, then the prevailing party in any such litigation shall, in addition to any other award made by the court in such litigation, be entitled to recover all of its costs incurred in connection therewith, including reasonable attorneys' fees and those fees incurred upon any appeal.

18. Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by telecopy or electronic facsimile or other electronic means will be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable, and each Party utilizing telecopy, electronic facsimile, or other electronic means for delivery will deliver a manually executed original counterpart to each other Party on request.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

EDEN:

Eden Housing, Inc., a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____

AUTHORITY:

Housing Authority of the County of Alameda, a public body, corporate and politic

By: _____
Christine Gouig
Executive Director

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of 04/01/2018 by and between the State of California, Department of Transportation ("Caltrans") and Housing Authority of the County of Alameda, a public body, corporate and politic ("Purchaser").

Recitals

- A. Caltrans owns the real property commonly known as: DD-032618-01-01 (the "Property") and more particularly described as set forth in Exhibit A attached hereto.
- B. **Purchaser is** Housing Authority of the County of Alameda, a public body, corporate and politic
- C. The parties wish to provide terms and conditions for Purchaser's purchase of the Property from Caltrans.

NOW THEREFORE, the parties agree as follows:

Section 1. Purchase and Sale

Caltrans shall sell the Property to Purchaser and Purchaser shall purchase the Property from Caltrans on the terms and conditions stated in this Agreement.

Section 2. Purchase Price

The purchase price for the Property shall be Four Million Twenty-Five Thousand and No/100ths Dollars (\$4,025,000.00)

The Purchase Price shall be paid by Purchaser as set forth below:

- (a) Bidder and Purchase Deposit (hereafter "Purchase Deposit"): Receipt is hereby acknowledged of the Bidder and Purchase Deposit of Four Hundred Two Thousand Five Hundred and No/100ths Dollars (\$ 402,500.00) in the form of a (**cashier's check** / **certified check** / **money order**) made payable to the "California Department of Transportation," which without any interest, will be applied to the Purchase Price.
- (b) Liquidated Damages: THE PARTIES AGREE THAT THE TOTAL DEPOSIT AMOUNT (BOTH BIDDER DEPOSIT AND PURCHASE DEPOSIT) ARE A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY PURCHASER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Purchaser _____ ; Caltrans _____ *[Initials of Purchaser and Caltrans]*

- (c) Balance of Purchase Price. Purchaser shall remit sufficient funds to cover the balance of the Purchase Price \$ 3,622,500.00 (Purchase Price minus any amounts already paid) no later than one hundred-eighty (180) calendar days from written notice the California Transportation Commission ("CTC") approved the Director's Deed covering this sale at the meeting on **June 27, 2018**.

Section 3. Closing and California Transportation Commission Approval

Purchaser understands and agrees that this sale is subject to the approval by the CTC. In the event the CTC fails to approve the sale, all monies paid by the Purchaser will be refunded without interest. Caltrans makes no representations or warranty concerning the CTC's approval of this sale.

Section 4. Close of Escrow

Caltrans will maintain an internal escrow at no charge to Purchaser. Purchaser may open an external escrow at Purchaser's expense but selection of the escrow company is subject to Caltrans' approval, which Caltrans may withhold for any reason within its discretion. Should Purchaser elect to open an escrow, Purchaser agrees to pay any and all fees associated with the escrow, and any and all recording fees, documentary transfer taxes or any other real estate transaction fees involved in the transaction.

Section 5. Closing Costs and Prorations

Purchaser shall pay all recording fees and the premium, if any, for the title insurance policy referred to herein. Prorations of real property taxes and assessments, rents, interest, and other expenses of the Property shall be prorated as of the date of recordation of the deed.

Section 6. Title

The Property is believed to be free of any liens, court judgments, loans, Deeds of Trust, and delinquent or unpaid property taxes. The sale of the Property is subject to all matters of public record and any easements, or reservations not of record or that which is reserved by Caltrans. Caltrans does not assume any liability for any possible encumbrances on the Property.

Purchaser understands and agrees that the right, title, and interest in the Property to be conveyed shall not exceed that vested in the State of California, Department of Transportation, and that Caltrans will furnish no policy of title insurance. If a policy of title insurance is desired, Purchaser may obtain one at Purchaser's sole expense. The property is being conveyed subject to any special assessments, restrictions, reservations or easements of record and subject to any reservations contained in the Director's Deed. Purchaser may examine any information Caltrans has relative to these matters. Purchaser has been given the opportunity to request and inspect all documents, if any, within Caltrans possession regarding the condition of the property.

Section 7. Condition of Property

Purchaser waives any further right to inspect the Property and conduct tests thereon. The Property is sold "AS IS" in its present physical condition as of the date of this Agreement. Purchaser acknowledges and agrees that they are acquiring the property in its present state and condition as of the date of this Agreement, with all defects, both patent and latent, and with all faults of the property whether known or unknown, presently existing or that may hereafter arise, including, without limitation, all existing conditions, if any, of lead paint, mold or other environmental health hazards. Purchaser acknowledges and agrees that Caltrans has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express, implied, oral or written, past, present or future, of, as to, concerning or with respect to the condition of the property.

Caltrans makes no representation regarding the potential for development, subdivision, zoning, or re-zoning of the Property. Purchaser shall be responsible for compliance with any and all local codes and ordinances for permitted land uses of any kind.

Section 8. No Assignment

Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Caltrans. Any total or partial assignment shall not relieve Purchaser of Purchaser's obligation to this Agreement.

Section 9. Disclaimers

The Property and the fixtures and personal property contained therein, if any, are not new, and have been subject to normal wear and tear. Purchaser understands that Caltrans makes no express or implied warranty with respect to the condition of any of the Property, fixtures or personal property. Caltrans makes no oral or written representation regarding the age of improvements, the size and square footage of the parcel or building, or the location of property lines. Apparent boundary line indicators such as driveways, fences, hedges, walls, or other barriers may not represent the true boundary lines which may only be determined by a surveyor. If any of these issues are important to Purchaser's decision to purchase, then Purchaser should investigate the Property independently. Purchaser acknowledges that it has not relied upon any representations by Caltrans with respect to the condition of the Property, the status of permits, zoning, or code compliance. Purchaser is to satisfy itself concerning these issues.

Section 10. Indemnification

Purchaser shall defend, indemnify, and hold Caltrans and Caltrans' elected and appointed officers, agents, and employees free and harmless from and against any and all liabilities, damages, claims, costs, and expenses (including and without limitation to attorney's fees, legal expenses and costs, and consultant's fees, and investigation and remediation costs) arising in whole or in part from the existence of Hazardous Substances or Hazardous Substance Conditions. The indemnity is intended to address that liability for which Caltrans may be responsible solely out of its mere ownership of said Property. This provision shall survive transfer of the title to said Property and any rescission of said transfer.

When used in this Agreement, "Hazardous Substance" shall mean any substance whose nature and/or quantity of existence, use, manufacture, disposal of effect, render it subject to federal, state, or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, including the Comprehensive Environmental Response Compensation and Liability Act or Resource Conservation and Recovery Act as now in effect.

When used in this Agreement, "Hazardous Substance Condition" shall mean the existence on or under Property of a hazardous substance that requires remediation and/or removal and/or to be otherwise mitigated pursuant to applicable law.

Section 11. Destruction of Improvements

If the improvements of the Property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to Close of Escrow or approval by the CTC, Purchaser may terminate the transaction by written notice delivered to Caltrans, and all Deposits shall be returned to Purchaser.

Section 12. Commissions

Each party represents and warrants to the other party that no broker or finder or other real estate agent is entitled to any commission, finder's fee or other compensation resulting from any action on its part. Purchaser and Caltrans each agree to indemnify the other and defend and hold harmless the other party from and against any loss, cost, or expense, including attorney's fees, incurred by such party, and against any claims, causes of action or the like brought by any broker, finder or similar agent for a commission or fee on account of this Agreement. This section does not prohibit a Purchaser from obtaining a broker at their own expense.

Section 13. Effective Headings

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

Section 14. Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 15. Counterparts

This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

Section 16. Binding on Successors and Assigns

This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors, and assigns.

Section 17. Attorney's Fees

If any legal action, arbitration or other proceeding is brought involving a dispute between the parties or arising out of the execution of this Agreement or sale of the Property, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees incurred in such action or proceeding, in addition to any other relief to which such party may be entitled.

Section 18. Agreement to Perform Necessary Acts

Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

Section 19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto. There are no third-party beneficiaries, intended or otherwise.

Section 20. Notices

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2nd) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Caltrans at: 111 Grand Avenue MS #11, Oakland, CA 94612-3771

To Purchaser at: 22941 Atherton Street, Hayward, CA 94541, Attn: Executive Director

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

Section 21. Governing Law

This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

Section 22. Severability

If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

Section 23. Survival of Representations and Warranties

All covenants, representations, warranties, and other agreements under this Agreement shall survive the Close of Escrow.

Section 24. Time is of the Essence

Time is of the essence and performance of this Agreement in respect to all provisions of this Agreement that specify a time for performance, and failure to comply with this provision shall be a material breach of this Agreement.

Section 25. Saturdays, Sundays, and Holidays

If any date by which an election or a notice must be given falls on a Saturday, Sunday or holiday, then the date by which an election or notice must be given is extended to 5:00 p.m. on the next business day following such Saturday, Sunday or holiday.

Section 26. Waiver

No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of a provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.

Section 27. Vesting

Title shall be vested as follows:

Housing Authority of the County of Alameda, a public body, corporate and politic

- as Husband and Wife
- A Single Man/Woman
- A Married Man/Woman as his/her sole and separate property
- as Joint Tenants
- as Tenants in Common
- Other (specify) _____

Section 28. Additional Terms & Conditions

Additional Terms & Conditions are / are not attached.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Recommended for Approval by:

By: _____ Signature: _____
KEAYNA KENNEDY
Associate Right of Way Agent

Approved:

By: _____ Signature: _____
GRANT J. SEMPLE
Branch Chief, Excess Land Branch, Right of Way Agent

PURCHASER:

By: _____ Signature: _____
CHRISTINE GOUIG
Executive Director, Alameda County Housing Authority

[Attach exhibits with Legal Description]

RUBY STREET
Ruby Street, Castro Valley, CA 94546

STAMP:

JOB NUMBER: 1744
DRAWN BY: KJ
CHECKED BY: AC
DATE: Issue Date
SCALE: 1" = 30'-0"
TITLE:
SITE PLAN

SHEET
A1.02
PRELIMINARY - Not for Construction -
© 2017 PYATOK ARCHITECTURAL & ENGINEERING



Site Plan ①
1" = 30'-0"

UNITS: 76
PARKING: 76



RUBY STREET
Ruby Street, Castro Valley, CA 94546

STAMP:

REVISION SCHEDULE
NO. | ISSUE | DATE

JOB NUMBER: 1744
DRAWN BY: Author
CHECKED BY: Checker
DATE: Issue Date
SCALE: 1" = 30'-0"
TITLE: GOOGLE EARTH COORDINATION

SHEET
A1.03

PRELIMINARY - Not for Construction -

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Site Plan Google Earth
1" = 30'-0"

UNITS: 76
PARKING: 76

