



AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Maraskeshia Smith
Assistant City Administrator

SUBJECT: Amending Terms of Affordable
Housing Agreements

DATE: June 03, 2019

City Administrator Approval: _____

Date: _____

6/13/19

RECOMMENDATION

Staff Recommends That The City Council Adopt The Following Pieces Of Legislation:

1. Resolution Authorizing The City Administrator, Or Her Designee, To Amend A Regulatory Agreement Between The City Of Oakland And Fruitvale Development Corporation, Inc. Updating Certain Reserve Requirement Obligations At Fruitvale Transit Village To Be Consistent With The City's Current Reserve Requirements.
2. Resolution Authorizing The City Administrator, Or Her Designee, To Issue A Second Amended And Restated Regulatory Agreement Between The City Of Oakland And RHC-Oak2, LP Reducing The Number Of Three-Bedroom Units And Increasing The Number Of Four-Bedroom Units To Better Accommodate Large Families.
3. Resolution Authorizing The City Administrator, Or Her Designee, To Enter Into An Exclusive Negotiation Agreement with MidPen Housing Corporation And Habitat For Humanity East Bay/Silicon Valley, Or Their Affiliated Entities, For the Negotiation Of One Or More Lease Disposition And Development Agreements ("LDDAs") And/Or Disposition And Development Agreements ("DDAs") And Related Documents For Development Of Affordable Rental And Homeownership Housing At 1707 Wood Street (Between 18th And 20th Streets) In Oakland, Subject To The Completion Of A California Environmental Quality Act ("CEQA") And National Environmental Policy Act ("NEPA") Determination, If Applicable.
4. Resolution Authorizing The City Administrator, Or Her Designee, To Amend A Regulatory Agreement Between The City Of Oakland And Civic Center 14 L.P. To Increase The Number Of Restricted One-Bedroom Units By One (1) Unit, And Decrease The Number Of Restricted Three-Bedroom Units By One (1) Unit; And In The Event Of Foreclosure Or Loss Of Operating Subsidy, Allowing (i) Income Limits To Rise To 60 Percent Of Area Median Income And Rents To

Item: _____
CED Committee
June 25, 2019

Rise to 30 Percent Of 60 Percent Of Area Median Income For All Restricted Units And (ii) After The First Four Years Of Project Operation, Ceasing Enforcement Of The Project's Homeless And Special Needs Requirement Following An Event Of Foreclosure Or Loss Of Operating Subsidy During The Period Of Loss.

EXECUTIVE SUMMARY

Staff recommends that the City Council adopt multiple Resolutions that would authorize the following affordable housing items, listed below:

- Authorization to amend a regulatory agreement between the City of Oakland and Fruitvale Development Corporation, Inc. updating the terms of Reserve Requirement obligations at Fruitvale Transit Village.
- Authorization to issue a Second Amended and Restated Regulatory Agreement between the City of Oakland and RHC-Oak2, LP to reduce the number of three-bedroom units and increase the number of four-bedroom units at E.C. Reems Garden Apartments. Eleven units would be converted from three-bedroom units to four-bedroom units by the addition of hallways and closets.
- Authorization to enter into an Exclusive Negotiation Agreement with MidPen Housing Corporation and Habitat For Humanity East Bay/Silicon Valley, or their affiliated entities, for the negotiation of one or more Lease Disposition and Development Agreements ("LDDAs") and/or Disposition and Development Agreements ("DDAs") and related documents for the development of affordable rental and homeownership housing at 1707 Wood Street (Between 18th And 20th Streets) in Oakland, subject to the completion of a California Environmental Policy Act ("CEQA") and National Environmental Policy Act ("NEPA") determination, if applicable.
- Authorization to amend a Regulatory Agreement between the City of Oakland and Civic Center 14 L.P. to increase the number of restricted one-bedroom units by one (1) unit, and decrease the number of restricted three-bedroom units by one (1) unit; and in the event of foreclosure or loss of operating subsidy, allowing income limits to rise to 60 percent of Area Median Income and rents to rise to 30 percent of 60 percent of Area Median Income for all restricted units and (ii) after the first four years of project operation, ceasing enforcement of the project's homeless and special needs requirement following an event of foreclosure or loss of operating subsidy during the period of loss.

BACKGROUND/LEGISLATIVE HISTORY

Fruitvale Transit Village

Fruitvale Transit Village is a mixed-use development adjacent to BART's Fruitvale Station that includes 10 units of deed-restricted affordable housing, 37 units of market-rate housing, and commercial space. The project was partially funded by the City of Oakland, as authorized by Resolutions 75769 and 76581 C.M.S., issued in 2000 and 2001, respectively.

Item: _____
CED Committee
June 25, 2019

Earlier this year, the owner of the project, Fruitvale Development Corporation, Inc. (an affiliate of The Spanish Speaking Unity Council of Alameda County, Inc.) completed a refinance of the project in which it repaid the outstanding balance of a City loan and a City-issued bond. The remaining balance of a \$750,000 City loan is still outstanding, and the City's 55-year regulatory agreement for the 10 deed-restricted affordable units remains in full force and effect regardless of the loan repayment. To refinance the project, the developer received loans from two lending institutions, Capital Impact Partners (CIP) and The Local Initiatives Support Corporation (LISC). In the course of performing their due diligence, CIP and LISC noted that the reserve requirements of the City Regulatory Agreement were excessively vague and posed a risk to the project. They requested that City staff seek City Council's authorization to amend the Reserve Requirements of the City's Regulatory Agreement.

The existing regulatory agreement requires an annual replacement reserves deposit of 0.6 percent of the replacement cost of the project, with no maximum contribution amount. The proposed amendment would amend this section with the following changes:

- A maximum annual replacement reserve deposit of \$600 per Project Unit.
- The City's approval in advance of any withdrawal from the replacement reserve or the operating reserve.

The first proposed resolution also authorizes a letter (see **Attachment A**) to be issued to Capital Impact Partners agreeing to the following regarding withdrawals from the reserve accounts:

- If the City fails to respond within 15 business days to a request by Owner to withdraw funds from the replacement reserve account, the request shall be considered approved.
- The City's consent is not required if the Lender must withdraw from the reserve fund to cure a default of the project.

E.C. Reems Garden Apartments

E.C. Reems Garden Apartments is a 126-unit rental housing project located at 2700 Alvingroom Court restricted to low-income and very low-income households. The current owner, RHC-Oak2, LP (an affiliate of Renaissance Housing Communities) acquired the project in 2018 after the previous owner, Alvingroom Court, L.P. (an affiliate of Corporation for Better Housing) relinquished the deed in lieu of foreclosure. The owner executed an Amended and Restated Regulatory Agreement with a new 55-year term with the City of Oakland and obtained private financing for a rehabilitation of the property, currently underway.

As part of the project's rehabilitation, the owner would like to convert eleven 3-bedroom units to 4-bedroom units by installing a wall and a closet in a secondary common area of these units. In accordance with this plan, the owner is requesting the following changes to the Regulatory Agreement between the City of Oakland and RHC-Oak2, LP.:

- The number of Low-Income (LI) three-bedroom units be decreased by one (1) unit
- The number of Very Low-Income (VLI) three-bedroom units be decreased by ten (10) units
- The number of Low-Income (LI) four-bedroom units be increased by one (1) unit
- The number of Very Low-Income (VLI) four-bedroom units be increased by ten (10) units.

City staff has agreed to seek this amendment to the regulatory agreement with the following conditions:

- Owner shall submit for City approval a relocation plan for any temporary relocation of tenants that may occur during construction
- Rent limits for all pre-existing tenants shall continue to conform to the rent limits for 3-bedroom apartments after conversion
- Owner shall not seek to evict pre-existing tenants without just cause, and owner shall not offer incentives to induce pre-existing tenants to vacate their units.

Wood Street

1707 Wood Street is a City-owned parcel consisting of approximately 3.12 acres of undeveloped land located at Wood Street between 18th and 20th Streets. A Request For Proposals (RFP) was issued on May 15, 2018 to develop the site. Two proposals were submitted, and an evaluation panel consisting of three City staff members and two community members selected the winning proposal, a joint venture between MidPen Housing Corporation and Habitat for Humanity East Bay/Silicon Valley.

Resolution No. 87467 C.M.S. was adopted on December 11, 2018 authorizing the City Administrator, or her designee, to enter into an Exclusive Negotiation Agreement with the developers for the negotiation of a Lease Disposition and Development Agreement. After several months of discussions, City staff has determined that the authorizing resolution excessively constrains the scope of negotiations. Specifically, staff is seeking flexibility to include more than one disposition agreement, and for the homeownership portion of the project, a Disposition and Development Agreement, within the scope of their negotiations. City staff is requesting a new resolution that terminates and supersedes the December 11th resolution.

Civic Center 14 TOD

Civic Center 14 TOD is a 40-unit affordable housing project that was completed in June 2018. In February 2015, City Council amended City Council Resolution 85412 C.M.S. to provide a loan to META Housing Corporation in the amount of \$2,575,000 for the development of the project. Those funds were provided in March 2016.

At this time, the owner of the project, Civic Center 14 L.P. (an affiliate of META Housing Corporation) is requesting three changes to the Regulatory Agreement between the City of Oakland and Civic Center 14 L.P. that was executed by the City Administrator in March 2016. Staff recommends the following requested changes:

- Increase the number of restricted one bedroom units by one (1) unit, and decrease the number of restricted three bedroom units by one (1) Unit; and
- In the event of foreclosure or loss of operating subsidy, allow income limits to rise to 60 percent of Area Median Income (AMI) and rents to rise to 30 percent of 60 percent of AMI for all restricted units; and

Item: _____
CED Committee
June 25, 2019

- After the first four years of project operation, ceasing enforcement of the project's homeless and special needs requirements following an event of foreclosure or loss of operating subsidy during the period of loss.

ANALYSIS AND POLICY ALTERNATIVES

Fruitvale Transit Village

Fruitvale Development Corporation, Inc. is requesting to amend the reserve requirements section of the Regulatory Agreement with the City of Oakland. The project's owner and new lenders have expressed that the existing replacement reserve contribution requirement (0.6 percent of the replacement cost, with no maximum contribution amount) is both excessively vague and potentially onerous. The requirement is vague because the replacement cost of the project may vary dramatically as assessed values and construction costs change. The requirement is potentially onerous because (i) it far exceeds the program requirements of other affordable housing financing agencies such as the California Tax Credit Allocation Committee (CTCAC), the California Department of Housing and Community Development (HCD), and private lenders; and (ii) if replacement costs continue to escalate dramatically, this section could be interpreted to require deposits so large that they hinder the project's ability to function on an ongoing basis.

The project's lenders expressed concern that the vagueness of the existing terms could create uncertainty about whether the property was in full compliance with the terms of the Regulatory Agreement. By setting an established ceiling to the required reserve deposit, the proposed amendment would enable the owner to more affirmatively demonstrate full compliance.

City staff recognizes the vagueness and potentially onerous requirements of this section of older regulatory agreements, and have long since updated the reserve requirements for new projects. The proposed amendment is consistent with the City's current replacement reserve requirements for new construction of affordable housing, as reflected in the 2017-2019 Notice of Funding Availability (NOFA).

The proposed side letter to be sent in connection with this amendment would further clarify the procedures for withdrawals from the reserve accounts. Clear steps for notification of requests for withdrawal from the reserve accounts are outlined in the letter. The agreement to deem withdrawal requests approved after 15 business days if no City response is issued is reasonable. By setting clearer standards and more detailed procedures, the proposed amendment and side letter would together enable more effective and efficient oversight by the City as it carries out its asset monitoring duties for the project. Finally, the agreement in the letter to allow the lender to withdraw from the reserve balance in the case of default is largely a moot point from the City's perspective. At first glance, it might appear that this stipulation might pose a financial risk for the City's remaining investment in the project. However, in the case of a default, the City retains its notice and cure rights for the project. If the City were to fail to cure a default, it would essentially be abandoning its investment in the project. The replacement reserve balance would likely be forfeited in a foreclosure action regardless of the City's approval

requirements. Therefore, City staff does not see this letter as bringing any additional risk to the City's interest in the project.

E.C. Reems Garden Apartments

Owner is requesting to issue a Second Amended and Restated Regulatory Agreement with the City of Oakland to decrease the number of three-bedroom units by eleven units and increase the number of four-bedroom units by eleven units. Owner is requesting this change in order to make more efficient use of the floorplans within the units and to better accommodate large families.

As shown in **Attachment B**, the existing layout of the three-bedroom units includes two separate living rooms or common areas. The "second living room" in these units appears to have limited functionality. When City staff inspected the units, about half of tenant households appeared to be using these rooms as makeshift bedrooms, despite offering little privacy and no closet space. ~~The remaining tenants used these rooms as common areas, storage, or simply an~~ underutilized room. By making the relatively minor modifications of installing a wall and door (to create a hallway) and a closet, this space could be far more functional for tenants.

City staff has taken into consideration the fact that reclassifying the three-bedroom units as four-bedroom units will mean that these units will command higher rents according to the rent schedule published annually by the City of Oakland. For example, per **Attachment C**, the City's 2018 schedule allows rents up to \$1,510 for three-bedroom units and \$1,685 for four-bedroom units. To shield existing tenants from these rent increases, the proposed Second Amended and Restated Regulatory Agreement will expressly confirm that for existing tenants the units will continue to be subject to the lower three-bedroom rent restrictions. Furthermore, any agreement with the owner will stipulate that existing residents of these units not be evicted without cause or offered incentives to vacate their units. The City's intention in adding these clauses is to protect existing tenants from displacement, rent burden, or harassment by owner. Upon vacancy, the units may be rented according to the income and rent restrictions of four-bedroom units.

Wood Street Mixed-Tenure Project

After several months of good-faith communication with the developers regarding the terms of an Exclusive Negotiation Agreement, it became clear that the terms being negotiated exceeded the scope of the authorizing resolution. Specifically, Resolution No. 87467 C.M.S. authorizes negotiation of a (single) Lease Disposition and Development Agreement. The developers have requested a new resolution be adopted with the following changes:

- City has the option of negotiating *one or more* disposition agreements on the site
- City has the option of negotiating one or more Disposition and Development Agreements on the site

The requested change from enabling a single disposition agreement to enabling more than one agreement is due to the developers' need to secure additional financing for the project. In order to secure financing, lenders and/or equity investors will require each component of the project to be able to demonstrate site control through an independent disposition agreement. MidPen

Housing Corporation will not be able to receive Low Income Housing Tax Credits and other construction subsidies without a separate Lease Disposition and Development Agreement for the rental portion of the site. The same is true for Habitat for Humanity's funding sources. The developers are continuing to collaborate in most aspects of the design and execution of the project, but will need to retain separate financing structures for their respective portions.

In addition, Habitat for Humanity East Bay/Silicon Valley has requested the option to negotiate a Disposition and Development Agreement (rather than a Lease Disposition and Development Agreement) for the homeownership portion of the project. They have requested this option for the following reasons:

- A ground lease structure will increase the cost of a construction loan, as the land cannot function as security for the lender.
- A ground lease structure will make it more difficult to attract partner lenders to provide financing for the sale of homes to buyers.
- ~~Homes sold with a ground lease attached will retain less value for the low- and moderate-~~ income homeowners and will thus be a poorer wealth-building tool.
- A ground lease structure would likely require the creation of a separate entity for the purpose of holding the ground lease during construction and as part of the transfer to the future homeowners.
- A tenant's leasehold interest will become a diminishing asset over time, in that the value and marketability of the property will diminish as the end of the term approaches.
- A ground lease would add significant complexity to the negotiation process, as the lease term, lease rent, fixed period, renegotiation date, expiration date, reversion terms, and leased fee interest would all need to be successfully negotiated.

As the RFP reflected a strong community preference for some affordable homeownership units, City staff feels it is appropriate to have the option of negotiating a disposition agreement that may be more appropriate for homeownership projects (i.e., a DDA rather than an LDDA).

It bears keeping in mind that any disposition agreement(s) negotiated with the developers will require City Council approval prior to execution. Therefore, City Council will have an additional opportunity to exercise oversight over the terms of such disposition agreement(s).

Civic Center 14 TOD

Civic Center 14 L.P. is requesting to amend the Regulatory Agreement between the City of Oakland and Civic Center 14 L.P. to increase the number of one-bedroom units by one unit (from 11 to 12 units) and a reduce the number of three-bedroom units by one unit (from 16 to 15

units). The owner is requesting this change in order to provide a three-bedroom unit to the property manager, as opposed to a one-bedroom unit, as originally planned. The property management company found that the project attracted more qualified applicants for the on-site property manager position by offering a three-bedroom unit, as opposed to a one-bedroom unit. A larger property management unit is typical for affordable housing developments as it opens the applicant pool to candidates with families.

The project experienced severe construction delays due to inclement weather in the winter of 2016/17, which led to significant cost overruns. To finance these unexpected costs, Civic Center 14 L.P. is seeking a permanent loan from California Community Reinvestment Corporation (CCRC) in the amount of approximately \$5.3 million. In order to provide this loan, CCRC is requiring changes to the City's Regulatory Agreement as it pertains to its homeless and special needs requirements. More specifically, CCRC is requiring that in case of foreclosure or loss of operating subsidy for the project, rents and income limits can rise to 60 percent of Area Median Income for the 10 units designated to homeless and special needs households (as is currently allowed for the non-homeless/special needs projects) after the first four-year period of operation or June 29, 2022. Furthermore, CCRC is requiring that if after the first four years of operation or June 29, 2022, the project falls into foreclosure or loses its operating subsidy, then the existing homeless/special needs requirement found in the regulatory agreement be lifted; this would be permanently in the event of a foreclosure and only during the period of loss in the event of a loss of operating subsidy.

FISCAL IMPACT

Fruitvale Transit Village

Failure to adopt the proposed resolution could conceivably interfere with the project's ability to repay its outstanding debt obligations to the City. No additional fiscal impacts to the City are anticipated as a result of the proposed resolution.

E.C. Reems Garden Apartments

The proposed resolution would lead to the project being valued at a marginally higher rate, which would increase the security of the City's investment in the project. No additional fiscal impacts to the City are anticipated as a result of the proposed resolution.

Wood Street

No fiscal impacts to the City are anticipated as a result of the proposed resolution.

Civic Center 14 TOD

No fiscal impacts to the City are anticipated as a result of the proposed resolution.

PUBLIC OUTREACH/INTEREST

Fruitvale Transit Village Project

This project was originally presented to City Council in 2000 and 2001, and the public had the opportunity to comment at that time. As with the City's other funds for affordable housing development, the City and Agency funds were awarded to the project after a thorough application and review process through the City's Notice of Funding Availability (NOFA). No additional public outreach is required in connection with the proposed resolution.

The Grove (formerly E.C. Reems) Project

The transfer of this project to the current owner was presented to City Council in December 2017, and the public had the opportunity to comment at that time. No additional public outreach is required in connection with the proposed resolution.

Wood Street Project

A Request For Proposals (RFP) was released on May 15, 2018 for the Wood Street site. The City distributed the RFP to affordable developers via its email distribution list and posted the RFP to the City's website. A site tour and public meeting were arranged, and questions and answers regarding the project were posted publicly on the City's website. Two proposals were submitted, and the winning proposal was selected by an evaluation panel consisting of three City staff members and two neighborhood residents. Since being selected, the developers have attended multiple meetings of the neighborhood council to discuss their proposal with residents. No additional public outreach is required in connection with the proposed resolution.

Civic Center 14 TOD Project

Funding for this project was last presented to City Council on February 7, 2015, and the public had the opportunity to comment at that time. As with the City's other funds for affordable housing development, the City and Agency funds were awarded to the project after a thorough application process through the City's NOFA. No additional public outreach is required in connection with the proposed resolution.

COORDINATION

City Housing and Community Development staff collaborated with the City Attorney's Office and Budget Bureau to prepare this Agenda Report and proposed resolutions.

PAST PERFORMANCE, EVALUATION and FOLLOW-UP

Fruitvale Transit Village

Fruitvale Transit Village has been hailed nationally as a model of mixed-use transit-oriented development. The commercial space, which includes a Senior Center and a library (both operated by the City), together with the housing meets essential needs of Oakland residents. The owner has physically maintained the property, including the ten affordable units, and met the debt obligations set by the City. The City has never issued a notice of default against the project, and monitoring inspection reports show the project to be in good condition. The project's cash flow has grown significantly in recent years, a trend that is expected to continue. It is in the City's interest to ensure that the project continues to be a successful anchor for the neighborhood.

E.C. Reems Garden Apartments

After a troubled history under its previous owner, E.C. Reems's new owner has made significant improvements to the physical state of the project. Resident mailboxes, which were previously a frequent target of vandalism and theft, have been replaced with sturdier mailboxes closer to the management offices for better monitoring. Numerous safety features intended to calm traffic and

reduce crime are being installed. Overgrown trees and brush have been trimmed back. Drainage ditches have been rerouted to eliminate water damage to the buildings. Residential units are being renovated. This is being accomplished with no additional City funds. The City is confident that the new owner will continue to stabilize the property and continue to restore it to a safe, habitable, and welcoming community.

Wood Street

Since the adoption of the December 11, 2018 resolution authorizing the City to enter into an Exclusive Negotiation Agreement, the developers have met with City staff regularly to discuss the key terms of the agreement as well as financing options, environmental remediation, and other development steps. The developers have also attended meetings of the Prescott Neighborhood Council to discuss their proposal and answer any questions residents might have. The developers have demonstrated a commitment to their project and the community.

Unfortunately, illegal dumping and unauthorized encampments continue to occur at the site. City staff has regularly visited the site to document and report any instances of dumping or unauthorized squatting, but enforcement has been minimal as the site is not securely fenced off. These actions underscore the need to begin work on the project as soon as possible, both to prevent additional unauthorized activity and to help meet the urgent need for shelter demonstrated by the encampments on the site. Adoption of the proposed resolution will help move the project toward construction.

Civic Center 14 TOD

Since completing construction in 2018, the project has achieved full occupancy and maintained the units in decent, safe, and sanitary condition.

SUSTAINABLE OPPORTUNITIES

Fruitvale Transit Village Project

Economic: The proposed resolution will not have any economic impact on the City of Oakland or its residents.

Environmental: The proposed resolution will not have any environmental impact on the City of Oakland or its residents.

Social Equity: The proposed resolution will not have any social equity impact on the City of Oakland or its residents.

E.C. Reems Garden Apartments

Economic: The proposed resolution will not have any economic impact on the City of Oakland or its residents.

Environmental: The proposed resolution will not have any environmental impact on the City of Oakland or its residents.

Social Equity: The proposed resolution will not have any social equity impact on the City of Oakland or its residents.

Wood Street Mixed-Tenure Proposal

Economic: The project will generate construction, professional services, and ongoing property management jobs in Oakland. Affordable housing will help stabilize the resident households financially, freeing up income to be used on other goods and services. By delivering affordable housing and supportive services to low-income and formerly homeless residents, the project may help reduce demand for costly City services such as police and emergency workers.

Environmental: By developing relatively dense housing in an already built-up area, this infill project will reduce development pressure on outlying open space. The site is near public transit and employment hubs, which will enable residents to reduce vehicle miles traveled. The winning proposal was selected in part due to its GreenPoint score for meeting environmentally friendly building guidelines. Finally, the project will include direct environmental remediation, including the removal or containment of environmental contaminants on the site.

Social Equity: The project will help directly ameliorate the massive regional housing shortage that is disproportionately harming Oakland's low-income communities of color. The site will enable residents to access the local employment clusters of downtown Oakland and San Francisco. It will provide social services and amenities such as play areas to residents. It will also help to reduce the economic and physical displacement of longtime residents. Moreover, by including both homeownership and rental units, special needs units and non-special needs units, and households with incomes from 20 percent to 120 percent of Area Median Income, the project will provide social and economic diversity for residents.

Civic Center 14 TOD Project

Economic: The proposed resolution will not have any economic impact on the City of Oakland or its residents.

Environmental: The proposed resolution will not have any environmental impact on the City of Oakland or its residents.

Social Equity: The proposed resolution will not have any social equity impact on the City of Oakland or its residents.

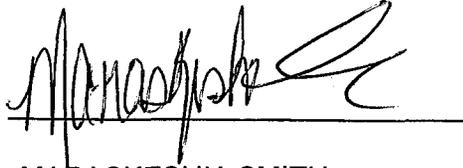
ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends That The City Council Adopt The Following Pieces Of Legislation:

1. Resolution Authorizing Amendment Of A Regulatory Agreement Between The City Of Oakland And Fruitvale Development Corporation, Inc. Updating Certain Reserve Requirement Obligations At Fruitvale Transit Village To Match Obligations Required By The City For Similar Projects.
2. Resolution Authorizing The City Administrator, Or Her Designee, To Amend A Regulatory Agreement Between The City Of Oakland And RHC-Oak2, LP Reducing The Number Of Three-Bedroom Units And Increasing The Number Of Four-Bedroom Units To Better Accommodate Large Families.
3. Resolution Authorizing The City Administrator, Or Her Designee, To Enter Into An ~~Exclusive Negotiating Agreement with MidPen Housing Corporation And Habitat For~~ Humanity East Bay/Silicon Valley, Or Their Affiliated Entities, For the Negotiation Of One Or More Lease Disposition And Development Agreements ("LDDAs") And/OR Disposition And Development Agreements ("DDAs") And Related Documents For Development Of Affordable Rental And Homeownership Housing At 1707 Wood Street (Between 18th And 20th Streets) In Oakland, Subject To The Completion Of A California Environmental Quality Act ("CEQA") and National Environmental Policy Act ("NEPA") Determination, If Applicable.
4. Resolution Authorizing The City Administrator, Or Her Designee, To Amend A Regulatory Agreement Between The City Of Oakland And Civic Center 14 L.P. To Increase The Number Of Restricted One-Bedroom Units By One (1) Unit, And Decrease The Number Of Restricted Three-Bedroom Units By One (1) Unit; And In The Event Of Foreclosure Or Loss Of Operating Subsidy, Allowing (i) Income Limits To Rise To 60 Percent Of Area Median Income And Rents To Rise To 30 Percent Of 60 Percent Of Area Median Income For All Restricted Units And (ii) After The First Four Years Of Project Operation, Ceasing Enforcement Of The Project's Homeless And Special Needs Requirement Following An Event Of Foreclosure Or Loss Of Operating Subsidy During The Period Of Loss.

For questions regarding this report, please contact Brian Warwick, Housing Development Coordinator IV, at x6984.

Respectfully submitted,



MARASKESHIA SMITH
Assistant City Administrator
Prepared by:
Brian Warwick,
Housing Development Coordinator III

Megan Hori,
Housing Development Coordinator IV

Attachments (3):

- A: Letter to Capital Impact Partners Regarding Reserve Requirements of Fruitvale Transit Village
- B: Existing and Proposed Layout of Units to be Converted at E.C. Reems Garden Apartments
- C: 2018 Schedule of Rent Limits for Assisted Housing for the City of Oakland

_____, 2019

Capital Impact Partners
1400 Crystal Drive, Suite 500
Arlington, Virginia 22202

Local Initiatives Support Corporation
501 Seventh Avenue, 7th Floor
New York, New York 10018

Re: Agreement Regarding the Disbursement of Replacement Reserve
and Operating Reserve Funds for Fruitvale Village

To Whom It May Concern:

This agreement (this "Reserve Fund Agreement") is entered into between City of Oakland, a municipal corporation (the "City"), Capital Impact Partners, a a non-profit corporation organized under the laws of the District of Columbia at the direction of the United States Congress in 12 U.S.C § 3051 ("Capital Impact"), Local Initiatives Support Corporation, a New York not-for-profit corporation ("LISC"); collectively, the "Lenders"), and Fruitvale Development Corporation, Inc., a California public benefit corporation ("FDC"), and is intended to supplement the "Letter Agreement Regarding the Refinance of Fruitvale Transit Village" dated May 6, 2019, and attached as "Exhibit A" (the "City Estoppel Letter"). As noted in the City Estoppel Letter, LISC and Capital Impact have provided loans to FDC in the total amount of \$14,000,000 (the "Loans") for the refinancing of Fruitvale Transit Village located at 3301 and 3411 East 12th Street, Oakland, California (collectively, the "Property"). Any capitalized term used and not otherwise defined in this Reserve Fund Agreement shall have the meaning given to it in the City Estoppel Letter.

A. Amendment of Section 13 of the Regulatory Agreement

As noted in the City's Estoppel Letter, the City and FDC entered into a Regulatory Agreement dated December 19, 2001 (the "Regulatory Agreement") related to the Property. On July _____, 2019, the City Council of the City of Oakland passed Resolution No. [**Resolution No. to-be added**]: 1) amending Section 13 of the Regulatory Agreement, which requires FDC to maintain a replacement reserve account and operating reserve account (collectively, the "Reserve Accounts"); and 2) authorizing the City Administrator to enter into this Reserve Fund Agreement to clarify the procedures for obtaining the City's approval for withdrawals from the Reserve Accounts and to clarify the Lenders' rights to disposition of the Reserve Accounts upon an event of default by FDC under the Loans.

B. City Approval of Withdrawals from the Reserve Accounts

The City agrees to the following procedures:

1. All requests for disbursements from the Reserve Accounts, together with all required supporting materials, shall be submitted by FDC to the Lenders for review, with copies simultaneously delivered to the City. All requests for disbursements shall be in form and substance satisfactory to the Lenders, and shall be subject to all applicable conditions and procedures described in the loan agreement between Capital Impact and FDC (the "Capital Impact Loan Agreement") and the loan agreement between LISC and FDC (the "LISC Loan Agreement") related to the Loans.
2. Capital Impact, LISC, and the City will use reasonable efforts to approve or reject requests for disbursements from the Reserve Accounts within fifteen (15) business days after receipt.
3. Notwithstanding any terms to the contrary in the Regulatory Agreement (as may be amended from time to time), each request from FDC for a disbursement from the Reserve Accounts is subject to a fifteen (15) business day passive approval period for City approval, meaning that any request for a disbursement from the Reserve Accounts that is not rejected in writing by the City within the fifteen (15) business day period will be deemed to be approved by the City.
4. All requests for disbursement from the Reserve Accounts shall be submitted by FDC as follows: (i) in writing and delivered by overnight mail (to one representative for each party) and electronic mail (email) (to all representatives for each party), and (ii) orally by telephone or voicemail message (to one representative for each party), to the representatives of the parties as follows:

Capital Impact:

Capital Impact Partners
1400 Crystal Drive, Suite 500
Arlington, VA 22202
Attn: Loan Servicing
Phone: 703.647.2343
Email: loanservicing@capitalimpact.org

LISC:

Local Initiatives Support Corporation
501 Seventh Avenue, 7th Floor
New York, NY 10018
Attn: Brysan Brown, Loan Monitoring Officer
Phone: (212) 455-9373
Email: bbrown2@lisc.org

Shannon Sheets, National Underwriter
Email: ssheets@lisc.org

City of Oakland:

Vincent Brown, Deputy City Attorney
~~Office of Oakland City Attorney~~
Attn: Vincent Brown
One Frank H. Ogawa Plaza, Sixth Floor
Oakland, California 94612
Phone: (510) 238-3603
Email: vbrown@oaklandcityattorney.org

Ahmed Conde, Housing Development Coordinator
City of Oakland
Attention: Housing Development Manager
250 Frank Ogawa Plaza, Ste 5313
Oakland, CA 94612
Phone: (510) 238-3502
Email: aconde@oaklandca.gov

A party may, for purposes of this Agreement, change its contact information or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other parties.

C. No City Approval Required for Lender Withdrawals from Reserve Accounts After Event of Default

1. Pursuant to an Assignment of Deposit Accounts and Security Agreement (attached as "Exhibit B", the "Assignment"), LISC and Capital Impact have a shared, first priority interest in, among other things, all of FDC's present and future rights, title and interest in and to all funds credited to the Reserve Accounts. Under the terms of the Assignment, LISC and Capital Impact have further rights related to the withdrawal or disposition of funds from the Reserve Accounts upon an Event of Default and following any applicable notice and cure periods, as defined in the LISC Loan Agreement and the Capital Impact Loan Agreement.
2. Notwithstanding the clause in the Regulatory Agreement (as amended) requiring City approval in advance of any withdrawal from the Reserve Accounts, ~~if there exists an Event of Default under either the Capital~~ Impact Loan Agreement or the LISC Loan Agreement that has not been cured within any applicable notice and cure periods, no approval will be required from the City for the withdrawal of funds from the Reserve Accounts, and the Lenders, either individually or together, are permitted to give instructions as to the withdrawal or disposition of any funds from time to time credited to the Deposit Accounts, and are permitted to exercise any other rights under the Assignment without consent from the City. In the event Lenders exercise any rights under the Assignment without consent from the City, Lenders shall simultaneously deliver written notice to the City, by email to the parties listed in Section B.4., of such exercise.

3. The City's consent to the terms of this Reserve Fund Agreement and any exercise by Lenders of any rights under the Assignment are not intended, and may not be construed as, a waiver by the City of any obligations of FDC, or its successors, to fund and maintain the Reserve Accounts pursuant to the Regulatory Agreement.

Sincerely,

Sabrina Landreth
City Administrator, City of Oakland

Accepted and Agreed to By:

Fruitvale Development Corporation, Inc.

By: _____
Name:
Title:

Capital Impact Partners

By: _____
Name:
Title:

Local Initiatives Support Corporation

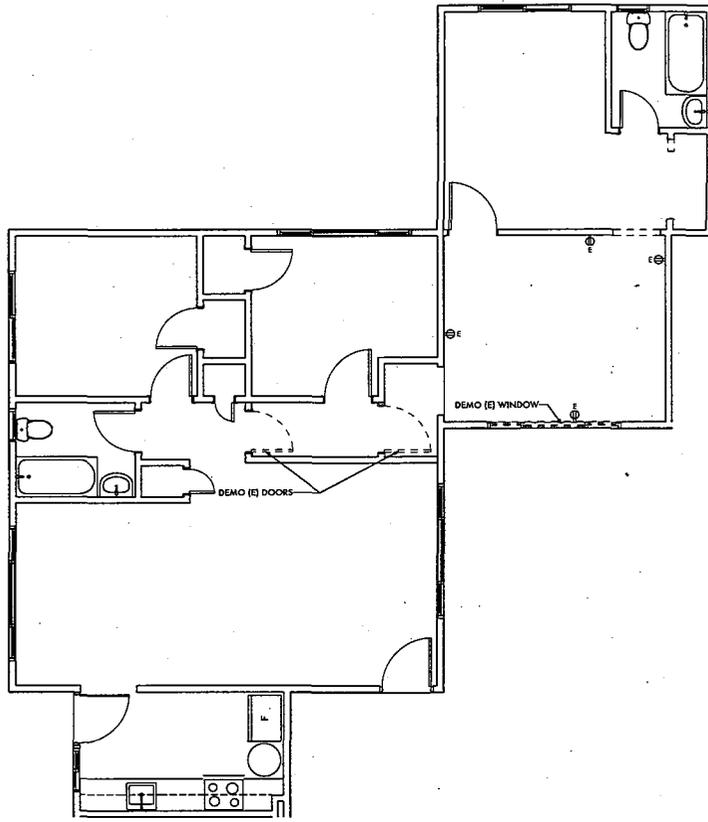
By: _____
Name:
Title:

EXHIBIT A

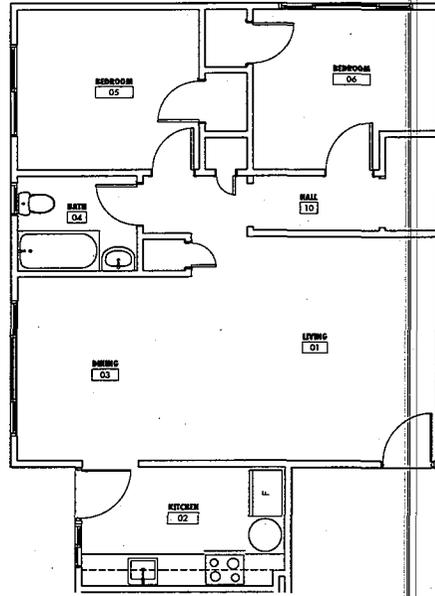
Letter Agreement Regarding the Refinance of Fruitvale Transit Village

EXHIBIT B

Assignment of Deposit Accounts and Security Agreement



1 EXISTING AND DEMO FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

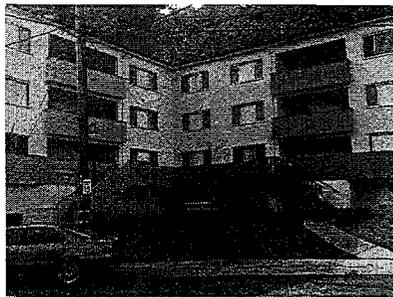


2 PROPOSED FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

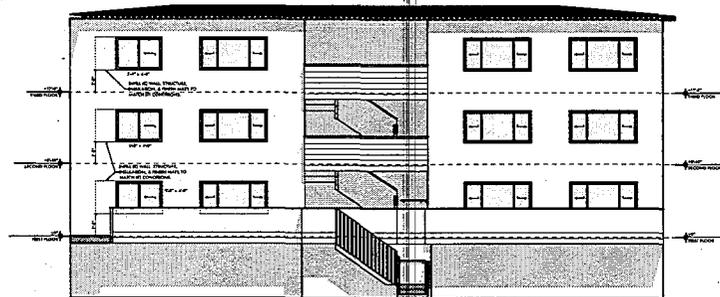
FLOOR PLAN LEGEND

- (E) WALLS TO BE REMOVED
- (E) WALLS TO REMAIN
- (N) WALL
- ROOM ROOM NAME
ROOM NUMBER
- ⊕ (E) OUTLET, LOCATION VIF
- ⊕ (N) DUPLEX OUTLET

(N) EGRESS WINDOW IN (E) OPQ. MAT'L, STYLE, & FINISH TO MATCH (E) CONDITION. @ 32" SILL HEIGHT & 11.33 SF OPENABLE AREA. INFILL (E) WALL STRUCTURE, INSULATION, & FINISH MAT'L TO MATCH (E) CONDITIONS.



3 BLDG 2760 - VIEW SOUTH



4 BLDG 2760 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION NOTES

1. SCOPE OF WORK IS REPLACEMENT OF WINDOWS IN EACH UNIT AS NOTED. WINDOW TYPE, MATERIAL, AND FINISH TO MATCH EXISTING. PATCH EXISTING SIDING TO MATCH EXISTING MATERIAL, FINISH, AND COLOR.

THE BOARD OF A RECORDING PLAN SHALL BE SUBMITTED AS A CONDITION FOR REVIEW
 JOB NAME: ALVINGROOM
 IF THE AP INCREASES NUMBER OF REDUCED
 BY REV
 Date:
 Scale:
 Drawn:
 Checked:
 Job:
 A

ALVINGROOM COURT

2788 ALVINGROOM CT OAKLAND, CA 94605

GENERAL NOTES

1.01 ALL CONSTRUCTION WORK SHALL MEET OR EXCEED THE LATEST EDITION OF THE FOLLOWING CODES AS APPLICABLE AND AS ADOPTED BY THE LOCAL GOVERNING AGENCIES:

- 2016 CALIFORNIA BUILDING CODE (2015 IBC)
- 2016 CALIFORNIA FIRE CODE (2015 FC)
- 2016 CALIFORNIA MECHANICAL CODE (2015 IMC)
- 2016 CALIFORNIA PLUMBING CODE (2015 UPC)
- 2016 CALIFORNIA ELECTRICAL CODE (2015 NEC)
- 2016 ENERGY EFFICIENCY STANDARD (TITLE 24)
- 2016 GREEN BUILDING CODE (TITLE 24)
- AND ALL ORDINANCES ADOPTED BY THE GOVERNING AGENCIES.

1.02 THE GENERAL CONTRACTOR SHALL MAINTAIN THE CURRENT AND COMPLETE SET OF APPROVED CONSTRUCTION DOCUMENTS ON THE SITE AT ALL TIMES IN A SECURE LOCATION.

1.03 THE GENERAL CONTRACTOR SHALL PROVIDE COPIES OF THE APPROVED CONSTRUCTION DOCUMENTS FOR THE USE OF ALL TRADES AND SHALL PROVIDE THEM TO ALL SUBCONTRACTORS, WITH UPDATES AND APPROVED CHANGES AS REQUIRED AND NECESSARY.

1.04 THE GENERAL CONTRACTOR SHALL VERIFY ALL MEASUREMENTS SHOWN ON THESE DRAWINGS PRIOR TO COMMENCING ANY WORK OR ORDERING ANY MATERIAL.

1.05 ALL DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.

1.06 DO NOT SCALE THE DRAWINGS. THE DIMENSIONS SHOWN SHALL SUPERSEDE THE SCALE OF THE DRAWINGS.

1.07 ANY DISCREPANCY IN DIMENSIONS OR CONFLICT IN PLANS OR FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO CONTINUANCE OF THE WORK IN THE AFFECTED AREA. IF THE WORK IS CONTINUED IN THE AFFECTED AREA, WITHOUT INSTRUCTION OR CLARIFICATION BY THE ARCHITECT, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY RESULTANT DEFECT, DAMAGE OR CHANGE REQUIRED.

1.08 AT JOB COMPLETION, PRIOR TO SUBMITTING THE REQUESTION FOR FINAL PAYMENT, THE GENERAL CONTRACTOR SHALL PROVIDE THE OWNER WITH A REDLINED SET OF PRINTS SHOWING AS-CONSTRUCTED CONDITIONS.

1.09 THE GENERAL CONTRACTOR SHALL PROVIDE PROPER CONTAINERS ON THE JOB SITE TO ASSURE CONTINUOUS RECYCLING OF MATERIALS.

1.10 THE GENERAL CONTRACTOR IS RESPONSIBLE FOR NOTIFYING SUBCONTRACTORS AND ASSUMING THEIR COMPLIANCE WITH THE RECYCLING PROGRAM.

1.11 NFRC LABELS MUST REMAIN ATTACHED TO THE GLAZING UNTIL THE INSULATION INSPECTION BY PROPER AUTHORITIES IS COMPLETED.

GREEN BUILDING NOTES

1. CONTRACTOR SHALL RETAIN ALL WASTE HAULING RECEIPTS FOR INSPECTOR. RECEIPTS MUST INDICATE 65% SEPARATED, RECYCLABLE MATERIALS; 100% OF ASPHALT AND CONCRETE TO BE DIVERTED. ALL CREDITED WASTE HAULING RECEIPTS MUST INDICATE THE MATERIAL RECYCLED, AND CANNOT INDICATE "PUBLIC REFUSE" OR "UNPROCESSED C&I"
2. INVENTORY, DECLARE, AND OBTAIN DOCUMENTATION OF PROPER HAZARDOUS WASTE DISPOSAL FOR ANY UNIVERSAL WASTE MATERIALS WITH THE SCOPE OF WORK AREA. RETAIN DOCUMENTATION FOR INSPECTOR.
3. PROHIBITED UNIVERSAL WASTE MATERIAL AS DERIVED IN CALGREEN SECTION 202 INCLUDING BATTERIES, ELECTRONIC DEVICES, MERCURY-CONTAINING EQUIPMENT, LAMPS, CATHODE RAY TUBES, CATHODE RAY TUBE GLASS, AND AEROSOL CANS.
4. ALL PAINTS, COATINGS, SEALANTS, CAULKINGS, ADHESIVES, COMPOSITE WOOD PRODUCTS, AND ANY OTHER MATERIALS COVERED IN CAL GREEN REQUIREMENTS MUST CONFORM TO 2016 CAL GREEN MANDATORY MEASURES. CONTRACTOR TO PROVIDE DOCUMENTATION AS REQUIRED BY INSPECTOR.
5. PRIOR TO PERMIT ISSUANCE, THE WASTE REDUCTION AND RECYCLING PLAN MUST BE APPROVED, IF REQUIRED BY THE CITY OF OAKLAND.

HATCH LEGEND

	ALUMINUM		CONTINUOUS LUMBER
	STEEL		PLYWOOD
	BATT INSULATION		GRANULAR MATERIAL
	RIGID INSULATION		EARTH
	CMU		CONCRETE
	BRICK		CMU GROUTED SOLID
	EPS		GYPSUM BOARD

SYMBOLS

	STRUCTURAL GRID LINES		DETAIL CUT
	SECTION CUT		INTERIOR ELEVATION

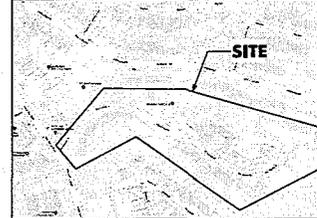
SHEET NUMBER LEGEND



ABBREVIATIONS

BKG	BLOCKING	FT.	FOOT	PT.	PRESSURE TREATED
BOI.	BOTTOM	PIWD	PLYWOOD	REF.	REFER
CONC.	CONCRETE	REQD	REQUIRED	SCHED	SCHEDULE
CONT.	CONTINUOUS	SCHED	SCHEDULE	S.F.	SQUARE FEET
CUT.	CUTBACK	S.S.	STAINLESS STEEL	STD	STANDARD
DIA.	DIAMETER	STL	STEEL	SQ.	SQUARE
DWGS	DRAWINGS	TOP & BOTTOM	TO BE DETERMINED	TYP.	TYPICAL
EACH	EACH	UNLESS NOTED	OTHERWISE	VERT.	VERTICAL
EA.	END NAIL	VERIFY IN FIELD	VERIFY IN FIELD	WD	WOOD
EQ.	EQUAL	WITH	WITH	W/	WITH
EXT.	EXTERIOR				
FDTN	FOUNDATION				
FE.	FEET OR FOOT				
GYWB	GYPSUM WALLBOARD				
IN.	INCH				
INT.	INTERIOR				
IS.	LONG				
IP	INCH				
MAX.	MAXIMUM				
MIN.	MINIMUM				
MTL	METAL				
(N)	NEW				
O/C	ON CENTER				

VICINITY MAP



PROJECT DIRECTORY

OWNER / CLIENT: RHCOMAQ, LP
ALVINGROOM CT
OAKLAND, CA 94605
CONTACT: DAVID SILVER
PH: (415) 846-8464
EMAIL: ds@rhcommunities.com

ARCHITECT: NIELSEN STUDIOS
228 B FERN ST., SANTA CRUZ, CA 95060
CONTACT: CHRISTIAN NIELSEN
PH: (831) 621-3926
FAX: (925) 287-0666
EMAIL: cn@nlsnarchitects.com

PROJECT DATA

APN: 43A-44423-10 (2788)
ZONING DISTRICT: RM-4
CONSTRUCTION TYPE: UNSPRINKLERED
PROJECT AREA: 5,000 SF (1250 SF x 4 UNITS)
OCCUPANCY: R-2

PROJECT DESCRIPTION

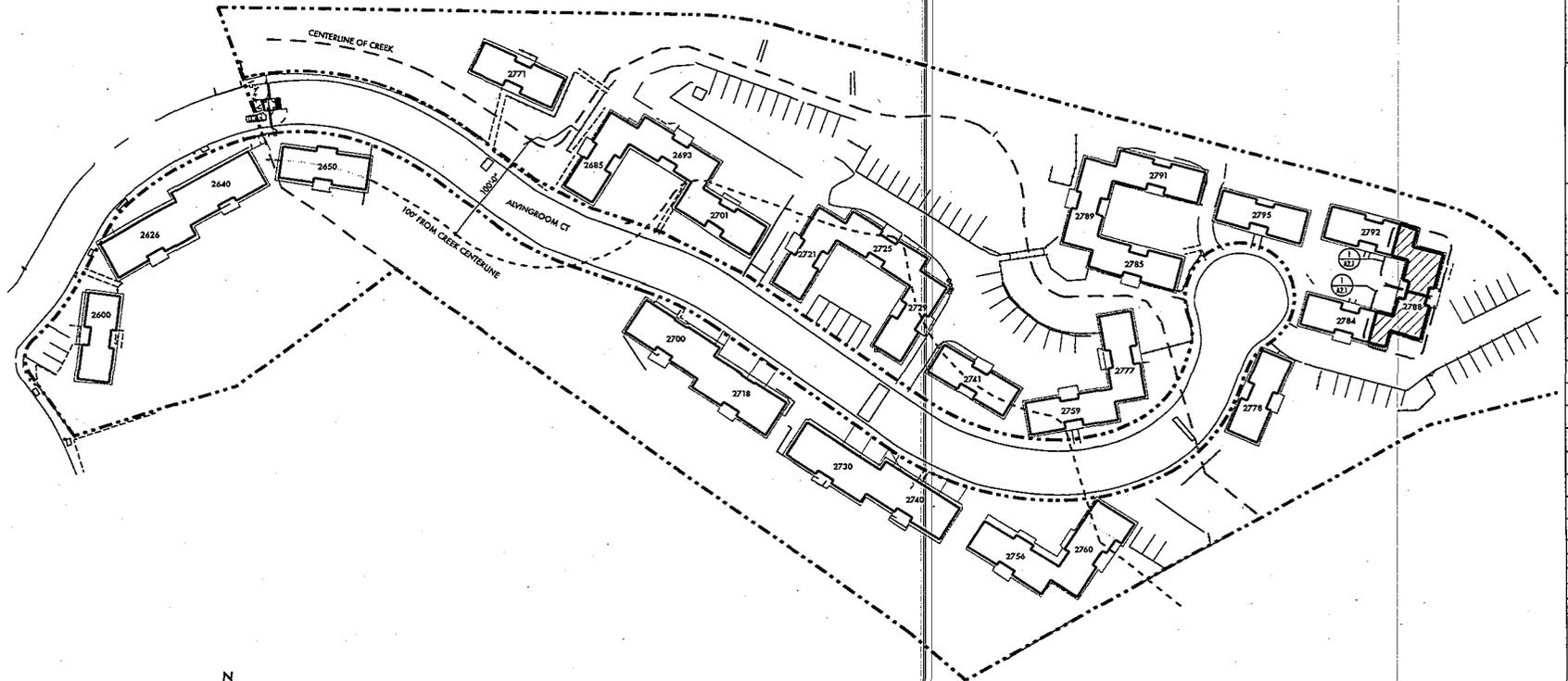
CONVERSION OF EXISTING 3-BEDROOM DWELLING UNITS TO 4-BEDROOM DWELLING UNITS IN A MULTI-FAMILY RESIDENTIAL DEVELOPMENT.

SCOPE OF WORK

INSTALL NEW WALLS AND DOORS TO CONVERT EXISTING 3-BEDROOM UNITS INTO 4-BEDROOM DWELLING UNITS IN THE FOLLOWING UNIT NUMBERS: 2788 1A, 1B, 2A, 2B

SHEET INDEX

- A.1.1 BLDG 2788 COVER SHEET & SITE PLAN
- A.2.1 BLDG 2788 EXISTING / DEMO & PROPOSED FIRST FLOOR PLAN



1 PROPOSED SITE PLAN
SCALE: 1" = 50'

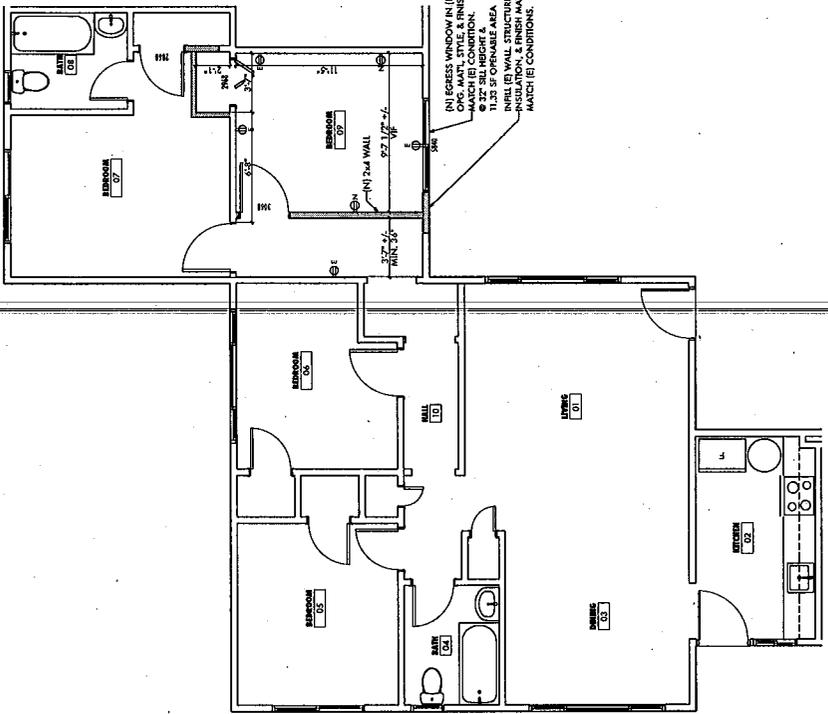
THE EXISTENCE OF A BUILDING OR PLANT SHALL BE INDICATED BY A SQUARE WITH AN 'X'
 JOB NAME: ALVINGROOM
 BY: [Signature]
 DATE: [Date]
 SCALE: [Scale]
 DRAWN: [Name]
 CHECKED: [Name]
 DATE: [Date]

FLOOR PLAN LEGEND

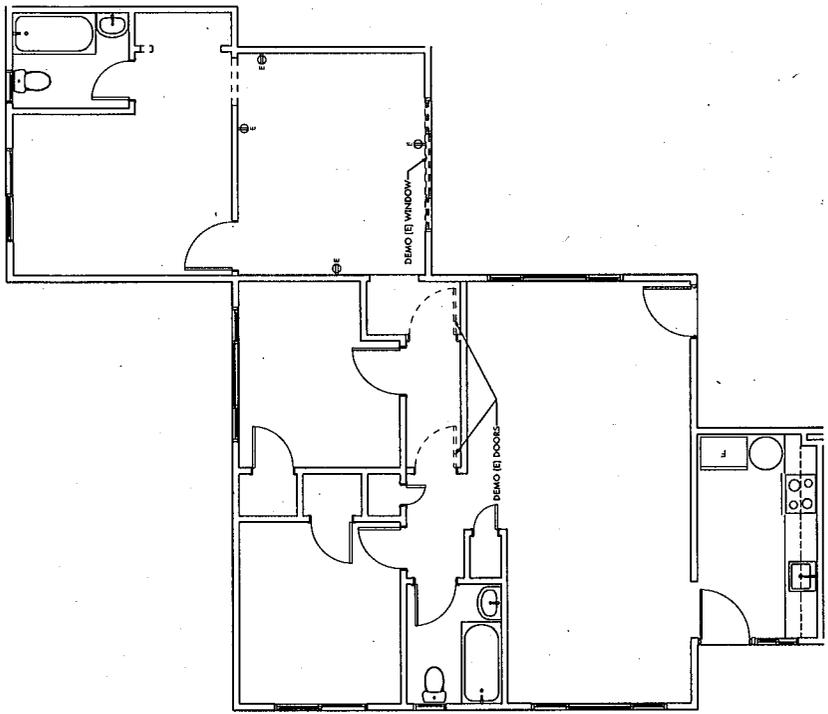
--- (E) WALLS TO BE REMOVED
 --- (E) WALLS TO REMAIN

--- (N) WALL
 --- ROOM NAME
 --- ROOM NUMBER

⊕ (E) OUTLET, LOCATION WF
 ⊕ (N) DIMPLEX OUTLET



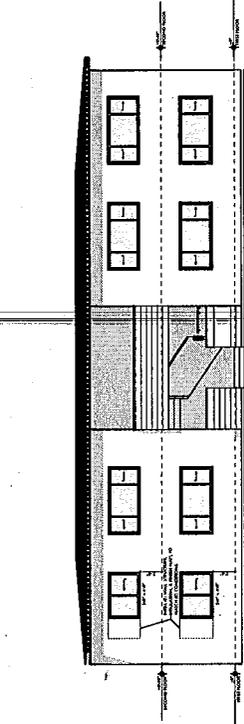
2 PROPOSED FIRST FLOOR PLAN
 SCALE 1/4" = 1'-0"



1 EXISTING AND DEMO FIRST FLOOR PLAN
 SCALE 1/4" = 1'-0"

ELEVATION NOTES

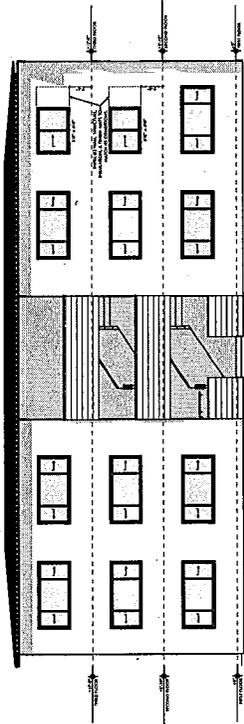
1. SCENE OR WINDOW TYPE, MATERIAL AND FINISH TO MATCH EXISTING. PATCH EXISTING SIDING TO MATCH EXISTING MATERIAL, FINISH, AND COLOR.



4 BLDG 2788 NORTH ELEVATION
 SCALE 1/8" = 1'-0"



5 BLDG 2788 - VIEW NORTH



3 BLDG 2788 SOUTH ELEVATION
 SCALE 1/8" = 1'-0"



6 BLDG 2788 - VIEW SOUTH

ALVINGROOM COURT

2789 ALVINGROOM CT OAKLAND, CA 94605

GENERAL NOTES

1.01 ALL CONSTRUCTION WORK SHALL MEET OR EXCEED THE LATEST EDITION OF THE FOLLOWING CODES AS APPLICABLE AND AS ADOPTED BY THE LOCAL GOVERNING AGENCIES:

- 2016 CALIFORNIA BUILDING CODE (2015 IBC)
- 2016 CALIFORNIA FIRE CODE (2015 FC)
- 2016 CALIFORNIA MECHANICAL CODE (2015 IMC)
- 2016 CALIFORNIA PLUMBING CODE (2015 UPC)
- 2016 CALIFORNIA ELECTRICAL CODE (2015 NEC)
- 2016 ENERGY EFFICIENCY STANDARD (TITLE 24)
- 2016 GREEN BUILDING CODE (TITLE 24)
- AND ALL ORDINANCES ADOPTED BY THE GOVERNING AGENCIES.

1.02 THE GENERAL CONTRACTOR SHALL MAINTAIN THE CURRENT AND COMPLETE SET OF APPROVED CONSTRUCTION DOCUMENTS ON THE SITE AT ALL TIMES IN A SECURE LOCATION.

1.03 THE GENERAL CONTRACTOR SHALL PROVIDE COPIES OF THE APPROVED CONSTRUCTION DOCUMENTS FOR THE USE OF ALL TRADES AND SHALL PROVIDE THEM TO ALL SUBCONTRACTORS WITH UPDATES AND APPROVED CHANGES AS REQUIRED AND NECESSARY.

1.04 THE GENERAL CONTRACTOR SHALL VERIFY ALL MEASUREMENTS SHOWN ON THESE DRAWINGS PRIOR TO COMMENCING ANY WORK OR ORDERING ANY MATERIAL.

1.05 ALL DIMENSIONS ARE TO FACE OF FINISH, UNLESS OTHERWISE NOTED.

1.06 DO NOT SCALE THE DRAWINGS. THE DIMENSIONS SHOWN SHALL SUPERSEDE THE SCALE OF THE DRAWINGS.

1.07 ANY DISCREPANCY IN DIMENSIONS OR CONFLICT IN PLANS OR FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO CONTINUANCE OF THE WORK IN THE AFFECTED AREA. IF THE WORK IS CONTINUED IN THE AFFECTED AREA, WITHOUT INSTRUCTION OR CLARIFICATION BY THE ARCHITECT, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY RESULTANT DEFECT, DAMAGE OR CHANGE REQUIRED.

1.08 AT JOB COMPLETION, PRIOR TO SUBMITTING THE REQUESTION FOR FINAL PAYMENT, THE GENERAL CONTRACTOR SHALL PROVIDE THE OWNER WITH A REQUIRED SET OF PRINTS SHOWING AS-CONSTRUCTED CONDITIONS.

1.09 THE GENERAL CONTRACTOR SHALL PROVIDE PROPER CONTAINERS ON THE JOB SITE TO ASSURE CONTINUOUS RECYCLING OF MATERIALS.

1.10 THE GENERAL CONTRACTOR IS RESPONSIBLE FOR NOTIFYING SUBCONTRACTORS AND ASSUMING THEIR COMPLIANCE WITH THE RECYCLING PROGRAM.

1.11 NFRC LABELS MUST REMAIN ATTACHED TO THE GLAZING UNTIL THE INSULATION INSPECTION BY PROPER AUTHORITIES IS COMPLETED.

GREEN BUILDING NOTES

1. CONTRACTOR SHALL RETAIN ALL WASTE HAULING RECEIPTS FOR INSPECTOR. RECEIPTS MUST INDICATE 65% SEPARATED, RECYCLABLE MATERIALS, 100% OF ASPHALT AND CONCRETE TO BE DIVERTED, ALL CREDITED WASTE HAULING RECEIPTS MUST INDICATE THE MATERIAL RECYCLED, AND CANNOT INDICATE "PUBLIC REFUSE" OR "UNPROCESSED C&D"

2. INVENTORY, DECLARE, AND OBTAIN DOCUMENTATION OF PROPER HAZARDOUS WASTE DISPOSAL FOR ANY UNIVERSAL WASTE MATERIALS WITH THE SCOPE OF WORK AREA. RETAIN DOCUMENTATION FOR INSPECTOR.

3. PROHIBITED UNIVERSAL WASTE MATERIAL AS DEFINED IN CALGREEN SECTION 202 INCLUDING BATTERIES, ELECTRONIC DEVICES, MERCURY-CONTAINING EQUIPMENT, LAMPS, CATHODE RAY TUBES, CATHODE RAY TUBE GLASS, AND AEROSOL CANS.

4. ALL PAINT, COATINGS, SEALANTS, CAULKINGS, ADHESIVES, COMPOSITE WOOD PRODUCTS, AND ANY OTHER MATERIALS COVERED IN CAL GREEN REQUIREMENTS MUST CONFORM TO 2016 CAL GREEN MANDATORY MEASURES. CONTRACTOR TO PROVIDE DOCUMENTATION AS REQUIRED BY INSPECTOR.

5. PRIOR TO PERMIT ISSUANCE, THE WASTE REDUCTION AND RECYCLING PLAN MUST BE APPROVED, IF REQUIRED BY THE CITY OF OAKLAND.

HATCH LEGEND

	ALUMINUM		CONTINUOUS LUMBER
	STEEL		PLYWOOD
	BATT INSULATION		GRANULAR MATERIAL
	RIGID INSULATION		EARTH
	CMU		CONCRETE
	BRICK		CMU GROUTED SOLID
	EFS		GYPSUM BOARD

SYMBOLS

	STRUCTURAL GRID LINES		DETAIL CUT
	SECTION CUT		INTERIOR ELEVATION

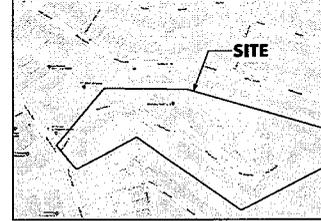
SHEET NUMBER LEGEND

	SHEET NUMBER
	DISCIPLINE (IE: 'A' = ARCHITECTURE)

ABBREVIATIONS

BLDG	BUILDING	PT.	PIECE	PT.	PRESSURE TREATED
BOT.	BOTTOM	PW/D	PLYWOOD	REF.	REFER
CONC.	CONCRETE	REQD	REQUIRED	SCHED	SCHEDULE
CONT.	CONTINUOUS	S.F.	SQUARE FEET	S.S.	STAINLESS STEEL
CU.FT.	CUBIC FEET	STD	STANDARD	STL	STEEL
DIA.	DIAMETER	SQ.	SQUARE	TOP & BOTTOM	TO BE DETERMINED
DRWG	DRAWINGS	TBD	TO BE DETERMINED	TYP.	TYPICAL
(E)	EXISTING	U.N.O.	UNLESS NOTED OTHERWISE	VERT.	VERTICAL
EA.	EACH	VER.	VERIFY IN-FIELD	WD	WOOD
EN	END NAIL	W/	WITH		
EQ.	EQUAL				
EXT.	EXTERIOR				
FT.	FOOT				
FT.	FEET OR FOOT				
GYPSD	GYPSUM WALLBOARD				
IN.	INCH				
INT.	INTERIOR				
LG	LONG				
MAX.	MAXIMUM				
MIN.	MINIMUM				
MTL	METAL				
(N)	NEW				
O/C	OVER				
O.C.	ON CENTER				

VICINITY MAP



PROJECT DIRECTORY

OWNER / CLIENT: RHC-OAK2, LP
ALVINGROOM CT
OAKLAND, CA 94605
CONTACT: DAVID SILVER
PH: (415) 846-8464
EMAIL: ds@rhcocommunities.com

ARCHITECT: NIELSEN STUDIOS
228 S FERN ST., SANTA CRUZ, CA 95060
CONTACT: CHRISTIAN NIELSEN
PH: (531) 651-3925
FAX: (925) 287-0666
EMAIL: cnilsen@nielsenarchitect.com

PROJECT DATA

APN: 43A-46423-09 (2789)
ZONING DISTRICT: RM-4
CONSTRUCTION TYPE: UNSPRINKLERED
PROJECT AREA: 5,000 SF (1250 SF x 4 UNITS)
OCCUPANCY: R-2

PROJECT DESCRIPTION

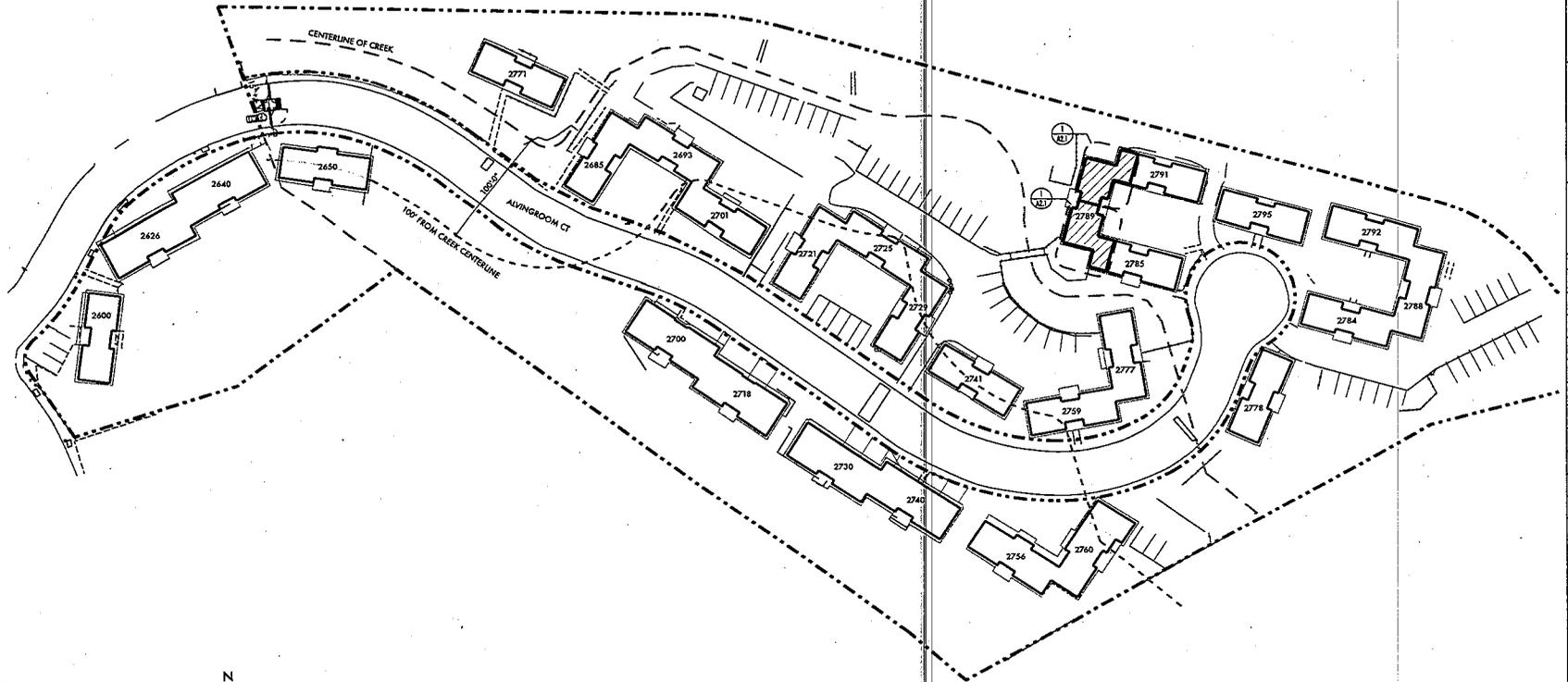
CONVERSION OF EXISTING 3-BEDROOM DWELLING UNITS TO 4-BEDROOM DWELLING UNITS IN A MULTIFAMILY RESIDENTIAL DEVELOPMENT.

SCOPE OF WORK

INSTALL NEW WALLS AND DOORS TO CONVERT EXISTING 3-BEDROOM UNITS INTO 4-BEDROOM DWELLING UNITS IN THE FOLLOWING UNIT NUMBERS: 2789 1A, 1B, 2A, 2B

SHEET INDEX

- A1.1 BLDG 2789 COVER SHEET & SITE PLAN
- A2.1 BLDG 2789 EXISTING/ DEMO & PROPOSED FIRST FLOOR PLAN



1 PROPOSED SITE PLAN
SCALE: 1" = 30'

JOB NAME: ALVINGROOM

PROJECT: ALVINGROOM COURT
SHEET: A2.1

DATE: 10/15/2016
TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

PROJECT: ALVINGROOM COURT

JOB: ALVINGROOM

DATE: 10/15/2016

TIME: 10:00 AM

BY: [Signature]

CHECKED BY: [Signature]

DATE: 10/15/2016

SCALE: 1" = 30'

SHEET: A2.1

Attachment C

2018 Rent Limits
MAXIMUM RENTS ALLOWED UNDER CITY OF OAKLAND HOUSING PROGRAMS
OAKLAND, CALIFORNIA
Effective Date: HOME Income Limit - 6/1/18; Home Rent Limits - 6/1/2018;
Sec 8 FMRs - June 1, 2018; TCAC April 1, 2018; CA HCD April 26, 2018; NSP June 2018

RENT LIMITATIONS	SRO ¹	0 Bdrm. ²	1 Bdrm.	2 Bdrm.	3 Bdrm.	4 Bdrm.	5 Bdrm.
30% of 25% of area median income	\$381	\$509	\$545	\$654	\$755	\$843	\$930
30% of 30% of area median income	\$458	\$610	\$654	\$784	\$906	\$1,011	\$1,115
30% of 35% of area median income	\$534	\$712	\$763	\$915	\$1,057	\$1,179	\$1,301
30% of 50% of area median income	\$763	\$1,017	\$1,090	\$1,307	\$1,510	\$1,685	\$1,859
30% of 60% of area median income	\$916	\$1,221	\$1,308	\$1,569	\$1,812	\$2,022	\$2,231
30% of 80% of area median income	\$1,221	\$1,628	\$1,744	\$2,092	\$2,417	\$2,696	\$2,975
30% of 110% of area median income	\$1,508	\$2,010	\$2,153	\$2,584	\$2,986	\$3,330	\$3,675
HOME Low Rents³	n/a	1017	1090	1307	1510	1685	1859
HOME High Rents³	n/a	1369	1468	1763	2028	2243	2456
Section 8 Fair Market Rent		\$1,540	\$1,855	\$2,329	\$3,219	\$3,946	\$4,538

(1) SRO units are single room units without both a kitchen and a bathroom.

(2) O Bedroom units have both kitchen and bathroom (efficiency and studio units)

(3) HOME units must comply with applicable HOME Low or High rents. Apply the most restrictive rent when different.

Rent increases on City of Oakland restricted affordable housing units are subject to City approval based on the current annual rent increase policy.

Rents must be reduced by an allowance for tenant-paid utilities.

Sponsors may use the utility allowances under the federal Section 8 Program as published by the Oakland Housing Authority, or sponsors may present documentation substantiating other figures.

See attached chart of the Oakland Housing Authority Section 8 Utility Allowances. Housing developments with loan closings after 8/23/2013 must use the HUD utility model to calculate the utility allowance.

2019 JUN 13 PM 5:04


City Attorney's Office

OAKLAND CITY COUNCIL

RESOLUTION NO. _____ C.M.S.

**RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR, OR HER
DESIGNEE, TO AMEND A REGULATORY AGREEMENT BETWEEN
THE CITY OF OAKLAND AND FRUITVALE DEVELOPMENT
CORPORATION, INC. UPDATING CERTAIN RESERVE REQUIREMENT
OBLIGATIONS AT FRUITVALE TRANSIT VILLAGE TO BE
CONSISTENT WITH THE CITY'S CURRENT RESERVE
REQUIREMENTS**

WHEREAS, on or about June 6, 2000, the Oakland City Council adopted Resolution No. 75769, which authorized a development loan in an amount not to exceed \$750,000.00 (the "City's Loan") to the Spanish Speaking Unity Council (the "Unity Council") for the development of ten residential units for low-income persons as part of a building at 3400 East 12th Street in the City of Oakland (the "Project"); and

WHEREAS, Resolution No. 75769 C.M.S. conditioned the issuance of the City's Loan on the securing of full funding commitments for the Project no later than December 7, 2001; and

WHEREAS, Resolution No. 75769 C.M.S. further conditioned the issuance of the City's Loan on the execution and recording of appropriate restrictions on Project occupancy, rents, and operations; and

WHEREAS, Resolution No. 76581 C.M.S., passed on or about July 17, 2001, acknowledged and authorized the issuance of tax-exempt bonds by the Oakland Joint Powers Financing Authority that would be sufficient to fund the acquisition and construction of the Project and would, with respect to bonds issued for the Project, be the exclusive responsibility and debt of Fruitvale Development Corporation, a nonprofit benefit corporation organized to carry out the development of the Project on behalf of the Unity Council (the "JPA Financing"); and

WHEREAS, on or about December 19, 2001, pursuant to the terms of the City's Loan, the City and Fruitvale Development Corporation entered into a "Regulatory Agreement" containing appropriate restrictions on Project occupancy, rents, and

operations, which was then recorded in the Official Records of Alameda County (the "Official Records"); and

WHEREAS, Section 13 of the Regulatory Agreement provides for certain required "replacement reserves" and "operating reserves" (collectively, the "Reserve Requirements"), which may be used by Fruitvale Development Corporation to fund certain replacement, capital, and maintenance activities for the Project; and

WHEREAS, following the execution of the Regulatory Agreement, the City updated its form terms for reserves requirements in regulatory agreements to clarify the amounts required to be reserved and ensure proper funding for contemplated replacement, capital, and maintenance activities;

WHEREAS, on or about May 10, 2019, the Fruitvale Development Corporation closed a refinancing of the debt associated with the JPA Financing that paid off the ~~bonds associated with the JPA Financing; and~~

WHEREAS, in the course of performing due diligence related to the refinancing of the debt associated with the JPA Financing, Fruitvale Development Corporation, the lenders providing the refinancing, Local Initiatives Support Corporation ("LISC") and Capital Impact Partners ("CIP"), and City staff agreed to update the contractual language associated with the Reserve Requirements to match the City's updated form terms for reserve requirements in regulatory agreements; and

WHEREAS, the proposed updated Reserve Requirements language provides a clear standard for the Unity Council's reserve obligations and would, in the opinion of City staff, provide for sufficient reserves to meet the City's original intent pursuant to Section 13 of the Regulatory Agreement; and

WHEREAS, in exchange for replacing the language of the Reserve Requirements, Fruitvale Development Corporation, LISC, and CIP requested certain assurances and clarifications regarding the City's timeline for responding to any requests for disbursements from the reserve funds created by Section 13 of the Regulatory Agreement; and

WHEREAS, the clarification of the Reserve Requirements and the City's timeline for responding to requests for disbursements from the reserve funds created by Section 13 is in the best interests of the City and the Project; now, therefore, be it

RESOLVED: That the City Council authorizes the City Administrator or his or her designee, to amend Section 13 of the Regulatory Agreement to read substantially as follows:

13. RESERVES. Owner must deposit each year into a replacement reserve for the Property a minimum amount equal to 0.6% of the replacement cost of the structure up to \$600 per Project Unit, as

such replacement cost is determined based on the actual cost of construction or an appraisal. Oakland reserves the right to request an updated replacement reserve analysis every five years. Owner must deposit each month into an operating reserve for the Property a minimum amount equal to 2% of the gross rental income from the Property, until the operating reserve is equal to at least six months of operating costs (including debt service) of the Property. Owner must maintain the operating reserve at that level, or, following draws on that reserve, must bring the reserve back up to that level from available sources within a reasonable time, for the term of this Regulatory Agreement. Oakland must approve in advance any withdrawal from the replacement reserve or the operating reserve;

and be it

RESOLVED: That the City Council authorizes the City Administrator or his or her designee, to execute an amendment to the Regulatory Agreement in addition to a letter, substantially in the form of the letter included with the staff report associated with this Resolution, providing certain assurances and clarifications regarding the City's timeline for responding to any requests for disbursements from the reserve funds created by Section 13 of the Regulatory Agreement; and be it

FURTHER RESOLVED: That the amendment to the Regulatory Agreement shall be reviewed and approved by the City Attorney for form and legality and recorded in the Official Records, and a copy of such amendment shall be placed on file in the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA,

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
City Clerk and Clerk of the Council of the
City of Oakland, California

2761222v1