



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA

SPECIAL MEETING OF THE BOARD OF COMMISSIONERS

DATE & TIME

**Thursday, June 24, 2021 –
Regular Meeting – 7:00 p.m.
Alameda Affordable Housing Corporation Meeting – 7:01 p.m.**

LOCATION

Pursuant to Executive Order Numbers N-29-20 and N-35-20 signed by Governor Gavin Newsom and guidance provided by legal counsel, a local legislative body, such as the Board of Commissioners is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. All requirements in the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or the public as a condition of participation in or a quorum for a public meeting have been waived.

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://zoom.us/j/95360670749?pwd=S2w0akRDdnBpTFdQWVZPR1F1UU5Edz09>

Meeting ID: 953 6067 0749

Passcode: 792140

One tap mobile

1-669-900-9128, 95360670749#, *792140# US (San Jose)

1-346-248-7799, 95360670749#, *792140# US (Houston)

Find your local number: <https://zoom.us/u/azxO7PwwM>

Persons wishing to address the Board of Commissioners are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to jpolar@alamedahsg.org and vcooper@alamedahsg.org prior to or during the Board of Commissioners meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Commissioners, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice),



TTY/TRS: 711, or jpolar@alamedahsg.org. Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility.

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners
2. Public Comment (Non-Agenda)
3. CONSENT CALENDAR
 - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
- 3-A. Approve Minutes of the Board of Commissioners and AAHC Meetings held May 19, 2021, and the Special Board of Commissioner Meeting held June 2, 2021 – **Page 1**
- 3-B. Accept the Monthly Overview Report for Executive Department – **Page 13**
- 3-C. Accept the Monthly Overview Report for the Housing Programs Department – **Page 18**
- 3-D. Accept the Monthly Overview Report for the Alameda Rent Program – **Page 26**
- 3-E. Accept the Monthly Overview Report for Property Operations – **Page 30**
- 3-F. Approve AHA Property Write-Offs for 2020-21 – **Page 35**
- 3-G. Approve the Video Camera Policy – **Page 37**
- 3-H. Accept a memo regarding installing cameras at Esperanza Plaza – **Page 40**
- 3-I. Accept the Monthly Overview Report for Housing Development – **Page 47**
- 3-J. Accept the Monthly Development Report for North Housing – **Page 49**
- 3-K. Accept the Monthly Development Report for Rosefield Village – **Page 51**
- 3-L. Accept the Monthly Procurement Report – **Page 53**
- 3-M. Accept the Fiscal Year to Date Financial Report through the Month of April 2021 – **Page 55**
- 3-N. Accept an Update of the Housing Authority's current Strategic Plan through June 1, 2021 and the Goals for 2021-22 – **Page 70**
- 3-O. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Goldfarb & Lipman LLP in the amount of Two Hundred Thousand Dollars and Zero cents (\$200,000.00) up to a total not to exceed amount of Seven Hundred Thousand dollars and Zero cents (\$700,000.00) and Extend the contract for an additional year through October 23, 2022 – **Page 75**
- 3-P. Approve June 19 – Juneteenth - as a one day additional paid holiday for AHA employees effective January 1 2022 and authorize the Executive Director or designee to provide one additional floating holiday day for current AHA employees in recognition of the 2021 federal Juneteenth holiday – **Page 78**
4. AGENDA
- 4-A. Conduct Public Hearing Regarding Cohort #4 Landlord Incentives – **Page 80**
- 4-B. Ratify the Executive Director's Acceptance of Emergency Housing Vouchers and Authorize the Executive Director to Sign a Memorandum of Understanding for Emergency Housing Vouchers, and using a HUD waiver to Increase the Payment



Standards for EHV to 120% of FMR and to adopt a revised Administrative Plan chapter relating to EHV – **Page 93**

- 4-C. Adopt the Resolution to Approve the Housing Authority’s One-Year Budget for Fiscal Year July 1, 2021 to June 30, 2022 including approval of Summary of the FY2021-22 Budget and related income and expenses, Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves, Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2021-22 to cover these expenses and Transfer by the Executive Director of up to \$1,897,814.04 in this budget year, as needed, from AHA property reserves to cover losses in the Housing Programs Department administrative operating budget – **Page 108**
- 4-D. Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule – **Page 145**
- 4-E. Accept the Ombudsman Program Presentation – **Page 152**
- 4-F. Verbal update on the Agency’s Reopening Plan – **Page N/A**
- 4-G Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) General Rule or “Common Sense” Exemption; Conduct a Public Hearing pursuant to Health and Safety Code Section 34312.3; Adopt Resolution Authorizing and Approving the Easement on Real Property located in the City of Alameda, County of Alameda, CA, to Alameda Affordable Housing Corporation; Approve the attached form of Easement Agreement between the Housing Authority of the City of Alameda (Housing Authority) and Alameda Affordable Housing Corporation; and Authorize the Executive Director, or designee, to execute an Easement Agreement and any other documents, on behalf of the Housing Authority, conforming in form and substance to the attached form of Easement, and administer all actions necessary to implement, and complete and memorialize the transactions contemplated in the easement, subject to approval by General Counsel – **Page 156**
5. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
6. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
7. Alameda Affordable Housing Corporation (AAHC) Meeting
Open Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation)
- This is the annual meeting of AAHC for the purpose of organization, election of officers and the transaction of other business.
8. Public Comment (Non-Agenda)
9. AAHC AGENDA
- 9-A. Public hearing and report for Esperanza easement for the parking – **Page 182**
- 9-B. Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2021 to June 30, 2022 – **Page 202**
- 9-C. Election of Officers for 2021-22 – **Page 205**



10. ADJOURNMENT

* * * Note * * *

- Documents related to this agenda are available on-line at:
<http://www.alamedahsg.org/cms/One.aspx?portalId=3723405&pageId=5912638>
- Know Your RIGHTS Under The Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review. In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.



DRAFT MINUTES

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, MAY 19, 2021
and
ALAMEDA AFFORDABLE HOUSING CORPORATION MEETING
WEDNESDAY, MAY 19, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners

Present: Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid,
Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

Absent: None

2. Public Comment (Non-Agenda)

None

3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider:

Chair Tamaoki called the meeting to order at 6:02 p.m. and announced that the Board would adjourn to Closed Session to hear items 3-A and 3-B.

3-A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to
Government Code Section 54956.8.

Property Location: 501 Mosely Ave, Alameda, CA 94501

Assessor's Parcel Numbers: 74-905-12-9

Agency Negotiation: Vanessa Cooper, Executive Director and Sylvia Martinez,
Director of Housing Development

Negotiating Parties: Housing Authority of the City of Alameda and Building Futures
and Alameda Point Collaborative

Property Owner: Housing Authority of the City of Alameda

Under Negotiation: Investment in Real Property, Price and Terms of Payment

3-B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government
Code Section 54956.8.

Property Location: 2615 Eagle, Alameda, CA 94501

Assessor's Parcel Numbers: 70-161-55-2



Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Richard Yoshida, Project Manager

Negotiating Parties: Housing Authority of the City of Alameda and Mark Russell, Jeff Aguilar, Brian Hutcherson, CBRE.

Property Owner: Alameda Unified School District

Under Negotiation: Real estate transaction - price and terms

4. Adjournment of Closed Session

Chair Tamaoki adjourned Closed Session at 6:50 p.m.

5. RECONVENE REGULAR MEETING – 7:00 p.m.

Chair Tamaoki reconvened the Regular Meeting at 7:00 p.m.

6. Announcement of Action Taken in Closed Session, if any.

Chair Tamaoki announced that during Closed Session the Board received reports and gave staff direction on items 3-A and 3-B.

7. Public Comment (Non-Agenda)

Jonathan Henderson and Joel Hernandez of Verkada introduced themselves as meeting attendees.

8. CONSENT CALENDAR

■ Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.

*8-A. Approve Minutes of the Board of Commissioners Meeting held April 10 and April 21, 2021

*8-B. Accept the Monthly Overview Report for the Executive Department

*8-C. Accept the Monthly Overview Report for the Housing Programs Department

*8-D. Accept the Monthly Overview Report for the Alameda Rent Program

*8-E. Accept the Monthly Overview Report for Property Operations

8-F. Accept a memo regarding installing cameras at Esperanza Plaza

*8-G. Accept the Monthly Overview Report for Housing Development

*8-H. Accept the Monthly Development Report for Rosefield Village

*8-I. Accept the Monthly Overview Report on Procurement

*8-J. Accept the Fiscal Year to Date Financial Report through the Month of March 2021

*8-K. Accept Quarterly Asset Management Report for Q1

*8-L. Approve the submitted Social Media Policy

*8-M. Accept the Low and Moderate Income Housing Asset Fund Reports for FY 2018-2019 and FY 2019-2020

*8-N. Authorize Comcast Cable Communications Management, LLC access to Rosefield Village site to install, maintain, and operate their equipment for the purpose of providing tenants access to TV, internet, and voice services



Items accepted or adopted are indicated by an asterisk.

At the request of Commissioner Rickard, Chair Tamaoki pulled item 8-F to be heard as a separate item.

Chair Tamaoki recognized the extra effort made by staff to begin performing inspections and maintenance of occupied units.

In response to Chair Tamaoki, Sylvia Martinez, Director of Housing Development stated that the “Extremely Low-Income Test” indicates whether a certain percentage of redevelopment funds are utilized for extremely low income units. The way this is evidenced is through a regulatory agreement that AHA, as the lender, holds. As many of AHA’s units are held at 80% AMI, they do not meet the test restriction of 30% AMI. Most of the units held at 80% AMI have additional restrictions through various entities that are at a much lower levels, however, when applying this test AHA is only allowed to consider the restrictions applied by AHA and is not allowed to consider these additional restrictions. To be flexible with the way these properties are underwritten, it is much easier if the AHA restriction floats over the top, however, it does mean that AHA has not met the 30% AMI restriction of the test.

Ms. Martinez also indicated that, as it stands, there is very little remaining cash in the LMIHAF. However, cash could be generated through repayment of the outstanding loans held by AHA. Future funds can be directed to serve 30% AMI or extremely low income units, as restricted through a regulatory agreement.

In response to Commissioner Kay, Vanessa Cooper, Executive Director indicated that AHA is composing a “re-opening plan” that encompasses services and impacts to staff and tenants, including the re-opening of the Community Rooms. At the current pace, AHA expects to start reopening the office to the public after July 6, 2021. Currently, AHA has begun to utilize a limited number of Community Rooms for urgent one-on-one case management meetings. In a gradual approach, AHA has moved the seating back in to the lobby at Independence Plaza (IP) and, when appropriate, is planning to provide group services to tenants outside and one-on-one services inside.

Vice Chair Grob moved to accept the Consent Calendar items 8-A thru 8-E and 8-G thru 8-N and Commissioner Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov
Abstained	1	Commissioner Hadid

Chair Tamaoki opened discussion of item 8-F.

Stephanie Shipe, Director of Portfolio Management introduced Jonathan Henderson and Joel Hernandez of Verkada to address questions by the Board and/or staff in regard to this item.



In response to Commissioner Rickard, Ms. Shipe confirmed that the proposed camera placement would cover the parking lots and the ingress/egress of the property. As the entrance to the property from Maple Street is often used to gain access to the dumpster area for illegal dumping, the camera facing Maple Street is a high grade camera that has the ability to capture license plate numbers.

In response to Commissioner Hadid, Mr. Hernandez confirmed that the yellow triangles in the "Map of Proposed Camera Placement" on page 35 are representations of where the cameras are pointing and their degree/field of view. Ms. Shipe indicated that installing cameras that provide a view of areas beyond property lines would have to be investigated to ensure that they do not capture areas within surrounding properties. Mr. Henderson indicated that a privacy screen could be added to the camera view to help ensure that cameras do not capture areas beyond the respective property lines. Verkada has worked with many City governments to install cameras that include license plate recognition technology on certain cameras. If AHA chooses to do so, this technology can be included with the respective cameras. Jhaila Brown, Goldfarb & Lipman LLP stated that there is no expectation of privacy in a public space. AHA can choose to have cameras pointing toward a public street, just not focused on a private residence.

In response to Chair Tamaoki, Mr. Hernandez stated that while he has not installed cameras that include facial recognition technology in Alameda, he has installed a number of these cameras on multi-family sites in neighboring cities. Mr. Henderson stated that the Alameda Unified School District and a number of County Housing Authorities utilize these cameras, and like other Verkada customers have yielded good results through this use. Ms. Shipe stated that FPI Management indicated that the use of these types of cameras has been very helpful in addressing property management issues such as identifying when residents are not disposing of garbage appropriately. FPI also indicated that this technology is helpful when hours of footage must be searched through in order to resolve an issue. Ms. Shipe informed the Board that most often facial recognition technology is utilized to track a person's whereabouts through a property or location, and not to "identify" a person.

The Board indicated an interest in hearing from tenants about privacy issues regarding the cameras in public spaces.

Following further discussion regarding facial recognition technology and the storing of data captured by the video cameras, Chair Tamaoki requested that item 8-F be brought back to the Board at a future date for further consideration. Ms. Cooper indicated that staff would re-present this item at a later Board of Commissioners Meeting

9. AGENDA

9-A. Conduct Public Hearing Regarding Cohort #4 Landlord Incentives

Tonya Schuler-Cummins, Senior Management Analyst provided the Board with a brief overview of the MTW Program, and the application that AHA intends to submit for Cohort #4 of this program. Ms. Schuler-Cummins stated that prior to submitting the



application, which is due in August, a Public Hearing must be conducted in order to receive public comments on AHA’s intention to submit and AHA must receive Board approval of a Resolution for the application submittal.

Chair Tamaoki opened the Public Hearing at 8:10 p.m. Hearing none, Chair Tamaoki closed the Public Hearing at 8:11 p.m.

9-B. Accept the Audit Report for Fiscal Year Ending June 30, 2020 and Authorize the Executive Director to Approve and Finalize with Minor Changes

Louie So, Director of Finance, introduced Mike Stephens, Auditor, Citrin Cooperman who provided a presentation of the summarized Audit Report for Fiscal Year Ending June 30, 2020; highlighting the engagement team, engagement scope, and audit status.

Vice Chair Grob moved to accept the Recommendation as made on page 112 (Accept the Audit Report for Fiscal Year Ending June 30, 2020 and Authorize the Executive Director to Approve and Finalize with Minor Changes) and Commissioner Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

9-C. Accept 2020 Annual Customer Survey Presentation

Dan Mills, Management Analyst provided a presentation of the summarized Annual Customer Survey results.

In response to Commissioner Kay, Ms. Schuler-Cummins stated that it appears that most surveys are not responded to unless the respondent(s) have a concern.

In response to Commissioner Sidelnikov, Ms. Cooper stated that historically there has been a temporary decline in customer satisfaction when any type of organizational change occurs. This is primarily due to the adjustment period of the respective change. This years’ decline in customer satisfaction seems to be contributed to the change in property management that occurred around the same time that the survey was sent out. Ms. Cooper also confirmed that, in the future, staff could present the survey results for properties managed by JSCo separately.

In response to Vice-Chair Grob, Mr. Mills stated that the survey is distributed to tenants, program participants, and landlords randomly.

Commissioner Sidelnikov moved to accept the Presentation of the 2020 Annual Customer Survey and Vice Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov



9-D. Accept the Monthly Development Report for North Housing and Presentation

Tony Weng, Senior Project Manager, provided a presentation/status update on the North Housing Project.

In response to Commissioner Kay, Mr. Weng confirmed that the studio units are approximately 375 sq. ft., and the 1 bedroom units are approximately 600 sq. ft. Ms. Cooper stated that senior properties will be primarily 1 bedroom units.

In response to Chair Tamaoki, Mr. Weng stated that the projects in Phase 1 will be built and financed at different times.

Vice Chair Grob moved to accept the Monthly Development Report for North Housing and Commissioner Kay seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

9-E Adopt Authorizing Resolutions for the Real Property Transfer of Properties to Alameda Affordable Housing Corporation, including Authority to Refinance Parrot and Eagle Village, Amend the Property and Asset Management Agreement and Authorize Executive Director, or Designee, to Negotiate and Execute Related Documents

Ms. Martinez presented an overview of item 9-E (AHHC Transfer).

In response to Chair Tamaoki, Ms. Martinez stated that, as Eagle Village and Parrott Village are on schedule for renovation, the desire is not to be locked into a certain repayment structure for a long period of time. Therefore, it is likely that AHA will choose the loan option that provides the greatest flexibility in order to allow earlier status with no prepayment penalty.

Vice Chair Grob moved to accept adopt Authorizing Resolutions for the Real Property Transfer of Properties to Alameda Affordable Housing Corporation, including Authority to Refinance Parrot and Eagle Village, Amend the Property and Asset Management Agreement and Authorize Executive Director, or Designee, to Negotiate and Execute Related Documents and Commissioner Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

9-F. Accept Verbal update on Negotiations with the City regarding Police Services

Ms. Cooper informed the Board that the Police Services Contract conversations with the City are ongoing. A meeting to continue these conversations is scheduled to take



place in June. Discussions regarding whether the current AHA funds used for policing can be used in a community-based approach will be included in the June meeting.

In response to Commissioner Rickard, Ms. Cooper stated that AHA did not receive significant response to this matter in the Town Hall Meetings. AHA will solicit further feedback to via a survey.

In response to Vice Chair Grob, Ms. Cooper informed the Board that the police services provided to AHA are considered "above budget" services (i.e., patrolling parking lots and walking properties, etc.). While many issues have been resolved regarding the services and there have been positive results of having these services, it is recognized that the some issues that occur at the properties are not solved by enforcement actions and may be solvable in a different way.

Commissioner Rickard moved to accept the Verbal update on Negotiations with the City regarding Police Services and Vice Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay,
Commissioner Rickard, and Commissioner Sidelnikov

9-G. Accept Verbal Update on the Emergency Housing Voucher Program

Ms. Cooper provided the Board with an update on the Emergency Housing Voucher Program; noting that AHA was allocated 57 vouchers designed for people who are homeless, facing homelessness, and/or are fleeing domestic violence. AHA is working with the four housing authorities within Alameda County, and must sign an MOU with the County, for continuum of care services, by July 31, 2021.

In response to Commissioner Rickard, Ms. Cooper confirmed that the vouchers issued are Section 8 vouchers. However, there will be a separate waitlist for these vouchers and so long as the tenant stays housed the voucher will continue. If the tenant falls out of housing around the 2023 deadline, the voucher will not be replaced. So, supportive services are very important.

In response to Chair Tamaoki, Ms. Cooper confirmed that the vouchers are tenant based vouchers and they cannot be project based. The vouchers carry additional fees, beyond normal administrative fees, which will help to fund the additional social services outside of what is normally provided by the County. Ms. Cooper also stated that, while it will be challenging, ideally, AHA would like to have these vouchers leased-up by December.

In response to Commissioner Kay, Ms. Cooper confirmed that the vouchers are portable, but once the voucher is leased up in Alameda there is a minimum 12 month lease contract.



Commissioner Kay moved to accept the Verbal update on the Emergency Housing Voucher Program and Vice Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

- 9-H. Establish a Nominating Ad Hoc Committee for the Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2021 - June 30, 2022

Ms. Cooper requested two volunteers to serve on the Ad Hoc Committee for Appointment of the Chair and Vice Chair of the Board of Commissioners for the Period of July 1, 2021 - June 30, 2022.

Chair Tamaoki and Vice-Chair Grob volunteered to serve on this Ad Hoc Committee.

Vice Chair Grob moved to establish the nominating Ad Hoc Committed and Commissioner Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

- 10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

- 11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

None.

- 12. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED

None.

- 13. Announcement of Action Taken in Closed Session, if any.

Chair Tamaoki adjourned the meeting at 9:39 p.m.

- 14. Alameda Affordable Housing Corporation (AAHC) Meeting

Open Alameda Affordable Housing Corporation Meeting (The Board of Commissioners of the Housing Authority of the City of Alameda serving in their capacity as Board of Directors of the Alameda Affordable Housing Corporation)

At the request of Chair Tamaoki, Ms. Cooper called Roll.

Present: Chair Tamaoki, Vice-Chair Grob, Commissioner Kay,



Commissioner Rickard, and Commissioner Sidelnikov

Absent: Commissioner Hadid

15. Public Comment (Non-Agenda)

None.

16. AAHC AGENDA

16-A. Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda Showing AAHC’s Financials as a Blended Component Unit

Mr. So stated that, as AAHC is the non-profit blended component unit of the AHA, the AAHC audit information is not showcased separately from the AHA audit. The exhibit provided in item 16-A of the AAHC Agenda is the same as the exhibit presented, and approved, in item 9-B of the AHA Board of Directors Meeting.

Commissioner Rickard moved to Accept Annual Report and Audited Financial Statements for the Housing Authority of the City of Alameda Showing AAHC’s Financials as a Blended Component Unit and Vice Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

16-B. Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2020

Mr. So stated that as a non-profit, unlike AHA, AAHC is required to file a tax return with the IRS and State Franchise Tax Board. The AAHC tax returns were included as an attachment to the meeting packet.

Vice Chair Grob moved to Accept Report on the Federal and State Tax Returns for the Fiscal Year Ending June 30, 2020 and Commissioner Rickard seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

16-C. Adopt Authorizing Resolutions for the Real Property Transfer of Properties to Alameda Affordable Housing Corporation, including Authority to Refinance Parrot and Eagle Village, Amend the Property and Asset Management Services Agreement, and Authorize Executive Director, or Designee, to Negotiate and Execute Related Documents

Ms. Martinez stated that item 16-C of the AAHC agenda is a partner to the Resolutions and Authority to the actions took as part of AHA agenda item 9-E. This



would allow AAHC to receive the properties transferred from AHA, to sign the seller carryback note, to refinance Parrott and Eagle Villages, as described, and to amend the property and asset management agreements to include the properties mentioned in the agreement and to authorize the Executive Director to execute any related documents.

Commissioner Rickard moved to Adopt Authorizing Resolutions for the Real Property Transfer of Properties to Alameda Affordable Housing Corporation, including Authority to Refinance Parrot and Eagle Village, Amend the Property and Asset Management Services Agreement, and Authorize Executive Director, or Designee, to Negotiate and Execute Related Documents and Vice Chair Grob seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes 5 Chair Tamaoki, Vice-Chair Grob, Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

17. ADJOURNMENT

Chair Tamaoki adjourned the meeting at 9:44 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Kenji Tamaoki, Chair
Board of Commissioners



DRAFT MINUTES

**SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
WEDNESDAY, JUNE 2, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners

Present: Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid,
Commissioner Kay, Commissioner Rickard, and Commissioner Sidelnikov

Absent: None

2. Public Comment (Non-Agenda)

None

3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider

Chair Tamaoki called the meeting to order at 6:00 p.m. and announced that the Board would adjourn to Closed Session to hear item 3-A.

3-A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.

Property Location: 2615 Eagle, Alameda, CA 94501

Assessor's Parcel Numbers: 70-161-55-2

Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Richard Yoshida, Project Manager

Negotiating Parties: Housing Authority of the City of Alameda and Mark Russell, Jeff Aguilar, Brian Hutcherson, CBRE.

Property Owner: Alameda Unified School District

Under Negotiation: Real estate transaction - price and terms

4. Adjournment of Closed Session

Chair Tamaoki adjourned Closed Session at approximately 6:35 p.m.

5. AGENDA

5-A. Approve Resolution to Extend Funds to enact the purchase and Authorize the Executive Director or Designee to Negotiate and Execute the Purchase and Sale Agreement for the real property at 2615 Eagle Avenue.

Sylvia Martinez, Director of Housing Development presented an overview of the Acquisition at 2615 Eagle, Alameda, CA.

In response to Chair Tamaoki, Ms. Martinez confirmed that the “Due Diligence” completion date for this acquisition is September 30, 2021.

Commissioner Hadid moved to approve the amended Resolution, to include the purchase price of \$2.5M, to Extend Funds to enact the purchase and Authorize the Executive Director or Designee to Negotiate and Execute the Purchase and Sale Agreement for the real property at 2615 Eagle Avenue and Commissioner Sidelnikov seconded the motion. This meeting took place via Zoom, so a roll call vote was taken and the motion passed unanimously.

Yes 6 Chair Tamaoki, Vice-Chair Grob, Commissioner Hadid,
Commissioner Kay, Commissioner Rickard, and
Commissioner Sidelnikov

6. Public Comment (Non-Agenda)

None.

7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

8. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

In response to Commissioner Rickard, Vanessa Cooper, Executive Director confirmed that the Special Board of Commissioners Meeting scheduled to take place on June 9, 2021 would be cancelled, and the next Board of Commissioners Meeting is scheduled to take place on Thursday, June 24, 2021.

9. ADJOURNMENT

Chair Tamaoki adjourned the meeting at 7:00 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Kenji Tamaoki, Chair
Board of Commissioners



Housing Authority of the City of Alameda

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: June 24, 2021

RE: Accept the Monthly Overview Report for the Executive Department

BACKGROUND

This memo provides a high-level overview of agency activities in the prior month for agency Operations, Human Resources, IT, Community Relations, and Risk Management.

DISCUSSION

Human Resources and Operations

A summary of unfilled positions that are on the Schedule of Authorized positions is presented below. Positions are listed by department, and information about current and recent recruitments is included.

<u>Department</u>	<u>Position</u>	<u>Number of Vacant Positions</u>	<u>Recruitment Status</u>	<u>Other Updates</u>
Administration	Deputy Executive Director	1 FTE	Reposted position	Using recruiting firm
	Management Analyst	1 FTE	Position posted	
Finance		0 FTE		Department is fully staffed
Housing Programs	Program Assistant	1 FTE	Reposted; first recruitment not successful	Open due to internal promotion
Property Operations	Assistant Resident Manager: IP	.13 FTE	On hold	Department is otherwise fully staffed



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021¹⁴
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<u>Department</u>	<u>Position</u>	<u>Number of Vacant Positions</u>	<u>Recruitment Status</u>	<u>Other Updates</u>
	Project Manager	.5 FTE	On hold	Department is otherwise fully staffed
Housing Development	Asset Manager	0 FTE	Offer accepted and candidate has started	Available due to turnover
Rent Program		1 FTE	In posting process	Available due to turnover

Summary: Total FTE's approved for FY 2021: 54.63
Number of vacancies: 4.63
Number of active recruitments: 4.00

A number of proposed regulatory changes impacting COVID-19 policies and procedures were announced in early June, most significantly from Cal/OSHA. Once the regulations are adopted, AHA policies and procedures, including workplace and social distancing practices, will be updated and communicated to staff. Additional required safety training will also be provided to staff in the upcoming month.

An RFP for redesign and hosting of the AHA website was released in early May, and proposals are due in June. Staff will also be releasing an RFP for copier machines in the upcoming months.

Information Technology/Policy/Administration

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing and a status report on the processing of the requests as of June 3, 2021.

	Number of new submissions in the month	Number received current month and still in process	Number closed out (letter sent)	Running total of new submissions	Running total of RAs closed out
January	20	0	20	20	20
February	10	0	10	30	30
March	16	0	16	46	46
April	16	0	16	62	62
May	16	6	10	78	72
TOTAL	78		72		



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021¹⁵
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Staff continue to accept requests via e-mail, fax, in person, and phone along with accepting a paper form submitted through the drop box or by mail during the current health situation, so, if a request is needed, participants and tenants can still make requests in a variety of methods. Staff has quality controlled all reasonable accommodation requests for 2020 and is working on an online reasonable request form.

The IT service tickets for April fell primarily under access, software and hardware issues. The majority of the tickets were related to access issues including email and voicemail forwarding and adding and removing network folder access. Techordia's ticketing system has a limitation on tracking response time when duplicate tickets are created and tied to the original ticket. If an AHA employee sends an e-mail without the ticket number in the email header, the automated ticketing system creates a new ticket. Techordia staff then manually connect the two tickets together, but the system does not recognize the original response time, so the second ticket's response time is the time the ticket is closed and creates a larger response time. These tickets are removed when calculating the average response time to tickets. The average response time for April tickets was only about 0.17 hours.

Table: Techordia Service Ticket Requests – April 2021

Type of Service Request	Number of Tickets
Access rights	29
Hardware	16
Software	15
On Boarding / Off Boarding	5
On Site Visits	2
Cyber Security	8
TOTAL:	75

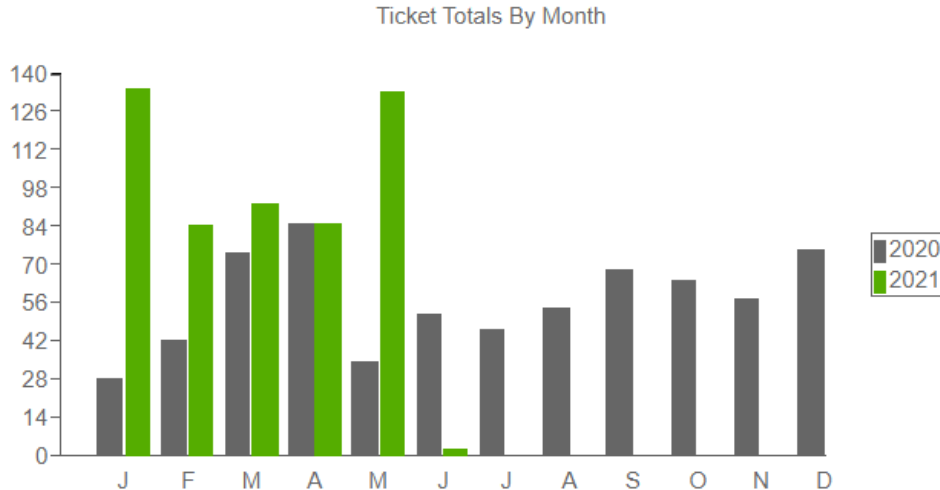
As of June 1, 2021, there were 530 tickets in 2021, and, at that time, there were 36 open tickets. Below is a chart of tickets for year 2020 versus 2021. A new contract was effective October 2020 resulting in Techordia now providing the Housing Authority with Managed Services, so some systems will be changed, upgraded, or expanded during the coming 6-month period along with higher tickets than 2020 as Techordia is now primarily covering all IT functions except for administration and troubleshooting for Yardi and Laserfiche. Techordia continues to support staff remotely, but the twice-a-week onsite visits have continued to be suspended and in office staff are being asked to do basic troubleshooting and take responsibility for their equipment such as changing out printer cartridges.

May tickets were at a higher volume due to the launch of RingCentral to all staff.



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021¹⁶
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Staff continue to work on implementing online solutions for applicants, tenants, landlords, vendors, and staff. Staff is working on the Applicant Portal right now. RingCentral, a new telephone service, was implemented at the beginning of May 2021. This system allows each staff member an electronic fax line and virtual meeting platform along with telephone services, allowing staff to meet virtually with tenants or participants from the staff member's desk at any time without coordinating shared accounts. Expanded tracking on the administrative side allows staff to pull reports to see activity and supervisors to oversee staff easier.

Community Relations

In the month of June, the Community Relations Manager continued expanding community partnerships for the benefit of AHA tenants and program participants. These partnerships offer free summer camp opportunities for AHA families and youth:

1. In partnership with Steph and Ayesha Curry's Eat, Learn, Play organization and the Corica Park Golf Course, 10 to 16 year olds (boys and girls) can attend free week long Golf Camp. They can attend 1 week to 4 weeks. This camp is staffed by PGA certified instructors, plus free transportation and meals are provided by Corica Park Golf Course.
2. Girls Inc is offering free SOLAR Camp for 2 weeks, this camp provides hands-on experience with STEM related curriculum for girls only (grades 8-10).
3. AHA made a \$2500 donation to Girls Inc. to obtain 11 scholarships which offer AHA families (with elementary school aged girls) a free one week of summer camp. To date 5 AHA families have enrolled their daughter in one week of summer camp. This traditional Summer Camp format offers both indoor and outdoor activities.

Staff posted a Request for Proposal for video production and graphic design and eight proposals were received. The vendor will film and produce three separate video assets which include: AHA agency presentation, Family Self Sufficiency Program, and Boys &



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021¹⁷
Page 5 of 5

Girls Club and Girls Inc. partnership. The vendor will also provide graphic design services with the first project to be the AHA logo re-design.

The Ombudsman Program (staffed by the Community Relations Manager) began on May 22, 2021. In this short time, the Ombudsman program has been contacted by over 40 individuals for a range of inquiries including access to affordable housing, waitlists, appeals of lease violations, landlord/tenant disputes, property management, perceived housing discrimination, neighbor complaints, tenant rental payments, and several other non-AHA related circumstances.

Risk Management

AHA purchased a used Dodge Grand Caravan (mileage: 27,127) on March 29, 2021 for \$18,590 from Hertz Car Sales, Santa Clara, after comparing specifications and pricing for ten similar vehicles online. The van's "stow and go" seating allows it to easily convert from a passenger van to a cargo van. It is currently being used to transport food for the Food Bank and after pandemic restrictions are lifted will be used for carpooling staff to conferences and meetings.

Food Bank safety and operating procedures were updated in May. Risk Management is also reviewing procurement documents and insurance requirements for contracts to ensure that appropriate risk transfer mechanisms are in place.

FINANCIAL IMPACT

Report only, no financial impact.


RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department.

Respectfully submitted,

DocuSigned by:
Janet Basta
72DC869D12E247A...

Janet Basta
Director of Human Resources and Operations
JCB/TMSC/JA/BL



**Housing
Authority of the City of Alameda**

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: June 24, 2021

RE: Accept the Monthly Overview Report for the Housing Programs Department

BACKGROUND

This memo provides a high-level overview of Housing Programs Department (HPD) activities for the prior month.

Funding Update

A review of the Two-Year Tool (TYT) revealed a projected year end amount of \$1.5 mil in HAP reserves with a utilization rate of 95.7% of funding. AHA must have utilized at least 98% of its HAP funds to receive full points for SEMAP. However, Housing and Urban Development (HUD) has extended the waiver for SEMAP scores due to the continued Health Emergency. Though, AHA will utilize the waiver to use our previous SEMAP score, staff will continue striving to meet the SEMAP lease up requirement by increasing our leasing efforts.

Emergency Housing Voucher (EHV)

On March 11, 2021, President Biden signed the American Rescue Plan Act (ARP) of 2021 into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. Section 3202 of the ARP appropriates \$5 billion for new incremental EHV's, the renewal of those EHV's, and fees for the cost of administering the EHV's and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

On May 10, 2021, AHA was awarded 57 EHV vouchers from HUD. Staff has accepted receipt of these vouchers and effective June 1, 2021, AHA will receive approximately \$222k Preliminary and Service Fees. These EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. AHA staff are currently working on Memorandum of Understanding (MOU) with our community partners to administer service for this program. Staff will update the Board as AHA designs the program and makes the appropriate changes to our Administrative Plan.

Waitlist Opening Update

Staff have continued to meet weekly to complete the Housing Choice Voucher (HCV) waitlist purge and lease up the final names on the 2015 HCV waitlist. Application packets were mailed



on March 25, 2021, and to date 69 applicants responded and of those staff have issued 41 vouchers to applicants determined eligible. At the same time, staff are meeting weekly with Yardi to complete the final testing on the Applicant Portal to prepare for the opening of the HCV waitlist later in 2021.

Online Annual Recertification

The online recertification system continues to be an asset for the Agency which allows participants the opportunity to complete their annual recertifications from the comfort and safety of their homes, at a time when in-person processing could put many participants at risk. In FY 2020.

For the month of May 2021 staff completed 142 online recertifications. The online process has proven to be a convenient and efficient way to process annual recertification particularly during the current health crisis. Staff continue to help participants virtually with registration and data entry.

Online Interim Process

The online interim process became available a year ago in May 2020. Participants continue to report increases/decreases in income, and household composition changes through the Rentcafe portal. This online interim process has been beneficial to participants during this COVID period due to the shelter in place orders and participants inability to submit paperwork directly to the office. In the month of May, staff completed 59 interim adjustments.

Waivers Update

- The Housing Authority of the City of Alameda (AHA) have continued to update the board with a monthly chart of implemented waivers as staff determine the need to implement them. In the month of May AHA made the decision to utilize HUD waiver HCV-1 Administrative Plan which establishes an alternative requirement that policies may be adopted without board approval until September 30, 2021, however any provisions adopted informally must be adopted formally by December 31, 20/21. Staff will also utilize HUD's waiver to use AHA SEMAP score for 2021. Attached is an updated chart of the waivers staff have implemented to date.

HPD STATISTICS - See Attachment 1: Housing Programs Department Performance Report

RECOMMENDATION

Accept the Monthly Overview Report for the Housing Programs Department.

Respectfully submitted,

DocuSigned by:
Lynette Jordan
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Lynette Jordan
Director of Housing Programs

Attachments:

1. Housing Programs Department Performance Report
2. Implemented Waivers



Attachment 1 - Housing Programs Department Performance Report
Month of May 2021

Item	January	February	March	April	May	June	July	August	September	October	November	December	YTD
HAP spent for month	\$2,781,531	\$ 2,794,623	\$2,729,695	\$ 2,769,852	\$2,775,266								\$ 13,850,967
Vouchers under lease at start of month	1513	1515	1512	1517	1519								n/a
Vouchers issued during the month	0	2	4	9	31								46
New units leased in private market	4	10	4	3	9								30
New units leased in affordable market	0	1	0	1	0								2
Seeking vouchers	23	25	28	26	21								123
Port outs leased	0	0	3	6	0								9
Port ins leased	2	1	3	4	11								21
Annuals completed	132	125	114	188	121								680
Interims completed	48	29	79	68	58								282
Rent Increases completed	20	10	35	22	16								103
Inspections conducted	0	9	0	83	91								183
Inspections passed first time	0	9	0	24	33								66
Hearings requested	4	2	3	3	5								17
Hearings held	1	0	1	1	0								3
End of Participation *	1	0	1	1	1								4

* includes deaths, over income, voluntary surrender of voucher, etc.

CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT (PUBLIC LAW 116-136) HOUSING CHOICE VOUCHER PROVISIONS

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (CA062)

IMPLEMENTATION OF PIH NOTICE 2021-14 WAIVERS

UPDATED JUNE 15, 2021

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
PH and HCV-2: Family Income and Composition: Delayed Annual Examinations	Statutory Authority Section 3(a)(1) Regulatory Authority §§ 982.516(a)(1), 960.257(a)	<ul style="list-style-type: none"> Permits the PHA to delay the annual reexamination of income and family composition HCV PHAs must implement HCV-7 for impacted families if they implement this waiver 	4/28/2021	6/30/2021	Participants may have extra time to complete the annual process and avoid termination. All reexaminations due in FY 2021 must be completed by 12/31/2021.
HQS-5: Biennial Inspections	<u>Statutory Authority</u> Section 8(o)(D) <u>Regulatory Authority</u> §§ 982.405(a), 983.103(d)	<ul style="list-style-type: none"> Allows for delay in biennial inspections PHAs must require owner certification there are no life-threatening deficiencies PHAs must conduct all delayed biennial inspections from CY2020 as soon as reasonably possible but no later than 6/20/22, and must conduct all delayed biennial inspections from CY2021 as soon as reasonably possible but no later than 12/31/22 	7/2/2020	12/31/21	HQS inspections will be delayed but missed inspections must be conducted by June 30, 2022 for CY2020 and by December 31, 2022 for CY 2021 missed inspections. Owner will need to make certification.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HQS-6: Interim Inspections	<u>Statutory Authority</u> Section 8(o)(8)(F) <u>Regulatory Authority</u> §§ 982.405(g), § 983.103(e)	<ul style="list-style-type: none"> • Waives the requirement for the PHA to conduct interim inspection and requires alternative method • Allows for repairs to be verified by alternative methods 	7/2/2020	12/31/21	HQS inspections will be delayed and expanded use of self-certification.
HQS-8: PBV HAP Contract: HQS Inspections to Add or Substitute Unit	Statutory Authority Section 8(o)(8)(A) Regulatory Authority §§ 983.207(a), 983.207(b) Sub-regulatory Guidance HOTMA HCV Federal Register Notice January 18, 2017	<ul style="list-style-type: none"> • Allows for PBV units to be added or substituted in the HAP contract based on owner certification there are no life-threatening deficiencies • Allows for delayed full HQS inspection NLT 6/30/22 	5/21/2020	12/31/21	Minimal impact on existing participants as these are new units to a contract. Inspections must be completed by June 30, 2022 for all units added based on an owner's self-certification.
HQS-9: HQS Quality Control Inspections	<u>Regulatory Authority</u> § 982.405(b), 983.103(e)(3)	<ul style="list-style-type: none"> • Provides for a suspension of the requirement for QC sampling inspections 	7/2/2020	12/31/21	Quality Control HQS inspections will be delayed but must resume with proper notice.
HCV-1: Administrative Plan	<u>Regulatory Authority</u> § 982.54(a)	<ul style="list-style-type: none"> • Establishes an alternative requirement that policies may be adopted without board approval until 9/30/21 • Any provisions adopted informally must be adopted formally by 12/31/21 	6/24/2021	12/31/21	Changes to policies will not have a public process before implementation, but will have a public process before December 31, 2021.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HCV-2: PHA Oral Briefing	<u>Regulatory Authority</u> § 982.301(a)(3) § 983.252(a)	<ul style="list-style-type: none"> • Waives the requirement for an oral briefing • Provides for alternative methods to conduct required voucher briefing 	7/2/2020	12/31/21	Briefings for transfers or new admissions are being performed on alternate, virtual platforms with documents mailed prior to virtual meeting.
HCV-3: Term of Voucher - Extensions of Term	<u>Regulatory Authority</u> § 982.303(b)(1)	<ul style="list-style-type: none"> • Allows PHAs to provide voucher extensions regardless of current PHA policy 	7/2/2020	12/31/21	Would impact new admissions or transferring participants if 180-day voucher is about to expire. Would need to submit written request for extension.
HCV-5 Absence from Unit	<u>Regulatory Authority</u> § 982.312	<ul style="list-style-type: none"> • Allows for PHA discretion on absences from units longer than 180 days • PHAs must not make HAP payments beyond 12/31/20 for units vacant more than 180 consecutive days 	2/1/2021	12/31/21	
HCV-7: Increase in Payment Standard During HAP Contract Term	<u>Regulatory Authority</u> § 982.505(c)(4)	<ul style="list-style-type: none"> • Provides PHAs with the option to increase the payment standard for the family at any time after the effective date of the increase, rather than waiting for the next regular reexamination. 	4/28/2021	12/31/21	Implemented in conjunction with PH and HCV – 2. Will implement increased payment standard at scheduled time of next annual reexamination.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
11 b: SEMAP	<u>Regulatory Authority</u> 24 CFR Part 985	<ul style="list-style-type: none"> PHA to retain prior year SEMAP score unless requests otherwise 	7/2/2020	HUD will carry forward the most recent SEMAP score on record for any PHA with a fiscal year on or before December 31, 2021.	Minimal impact on participants as this is a HUD-required audit performed by staff. Allows Agency to retain High Performer status when unable to complete HQS inspections.
11b-2: SEMAP Certification Timing	Regulatory Authority § 985.101(a)	<ul style="list-style-type: none"> Waives the requirement for PHAs to submit an annual SEMAP certification in PIC within 60 days of FYE during the period of time that HUD will roll forward prior year SEMAP scores 	11/30/2020	1/1/22	Minimal impact on participants as this is a HUD-required administrative function.
11c: Uniform Financial Reporting Standards: Filing of Financial Reports; Reporting Compliance Dates	Regulatory Authority §§ 5.801(c), 5.801(d)(1)	<ul style="list-style-type: none"> Allows for extensions of financial reporting deadlines 	3/31/21	9/30/22	Minimal impact on participants as this is a HUD-required administrative function.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
MR-5: PHA Inspection Requirement: Annual Inspections	Regulatory Authority § 882.516(b)	<ul style="list-style-type: none"> • Waives the annual inspection requirement and allows PHAs to delay annual inspections for Mod Rehab units • All delayed annual inspections must be completed as soon as reasonably possible but no later than one year after the date the annual inspection would have been required absent the waiver 	8/26/2020	12/31/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.



Housing Authority of the City of Alameda

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Greg Kats, Rent Program Director
Date: June 24, 2021
RE: Accept the Monthly Overview for the Alameda Rent Program

BACKGROUND

The monthly reports for the Alameda Rent Program are available at www.alamedarentprogram.org. For outcomes of submissions reviewed, please see the full report available online.

	March	April	May
Submissions for staff review of rent increases and/or registration information	17	2	1
Termination of tenancy submissions	1	0	2
Buyout agreement submissions	3	3	2
Temporary relocation payment submissions	0	3	0
Capital Improvement Plan submissions	0	0	0
Petitions submitted for a rent adjustment hearing	12	2	5
Requests submitted for an appeal hearing	0	1	0
Number of hearings held*	5	0	5

**Does not include continuations. Hearings may not be held the same month as submission. Petitions and requests may be withdrawn prior to the hearing because the parties are able to resolve the matter.*

MONTHLY UPDATE

In April 2021, the Alameda Rent Program resumed conducting Informational Workshops, via Zoom. Going forward, these remote Informational Workshops will be offered twice a month, with one daytime and one evening session provided monthly.

On April 5, 2021, the Alameda City Council approved a proposal from City staff to increase annual program fees to \$148 for fully-regulated units and \$100 for partially-regulated units.



Now that the revised fees have been approved, the Rent Program will send out registration notices for the Year 2 registration cycle in mid-May. The annual registration and fee payment cycle began simultaneously on June 1, 2021. The fee payment deadline was also extended, by the City Council, to September 30, 2021.

Rent Program staff has been receiving a high volume of calls from landlords and property managers since the new registration and payment cycle began. Staff continues to work with these stakeholders to process new registration submissions, assist with fee payment issues and update changes to tenancy or ownership status. Program staff also continues to work with a smaller subset of landlords, in order to assist them in remedying cases of non-compliance with program requirements, particularly in regards to invalid rent increases; which were discovered through the registration process. In April 2021, staff provided the City Attorney's Office with several reports documenting unresolved cases involving invalid rent increases, failure to pay program fees and failure to register rental units. These cases are currently pending enforcement action by the City Attorney's Office.

On May 20, 2021, the Alameda Rent Program announced a new Annual General Adjustment (AGA) rate of 2.7%. The new AGA will become effective on September 1, 2021. The AGA is calculated at 70% of the percentage change in the Consumer Price Index (CPI) for the 12-month period ending in April of each year, with a floor of 1% and a ceiling of 5%.

On June 2, 2021, the Rent Program also announced the new permanent relocation payment rates effective on July 1, 2021. The permanent relocation payment rates are based on HUD's Fair Market Rent (FMR) estimates for the Oakland-Fremont metro area and are adjusted annually based on the percentage change of the "rent of primary residence" component of the CPI-W Index for the San Francisco-Oakland-Hayward area. The new relocation rates are as follows:

Permanent Relocation Payments

- **Studio:** \$5,956
- **1 bedroom:** \$6,689
- **2 bedrooms:** \$7,728
- **3 bedrooms:** \$9,703
- **4+ bedrooms:** \$11,339

Tenant households that include someone age 62 or older, who has a disability, or who has a child younger than 18 receive a larger payment. Permanent Relocation Payment amounts for these Qualified Tenant Households will increase to the following:

- **Studio:** \$7,697
- **1 bedroom:** \$8,799
- **2 bedrooms:** \$10,326
- **3 bedrooms:** \$13,319
- **4+ bedrooms:** \$15,774

Honorable Chair and
Members of the Board of Commissioners

June 24, 2021 28
Page 3 of 3

Please note that terminations of tenancy based on Owner Move-Ins and Capital Improvement Plans are currently not allowed due to an urgency ordinance passed by the Alameda City Council in response to the COVID-19 pandemic.

Temporary Relocation Payments

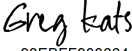
In addition, tenants who are temporarily displaced from their unit through no fault of their own may be owed Temporary Relocation Payments until they are able to return. These amounts are similarly adjusted annually and will increase to the following:

- **Hotel or Motel:** \$227 per day per household
- **Meal Expenses:** \$66 per day per person
- **Laundry:** \$1 per day per household
- **Pets - Dog:** \$67 per day per animal
- **Pets - Cat:** \$36 per day per animal

RECOMMENDATION

Accept the Monthly Overview for the Alameda Rent Program.

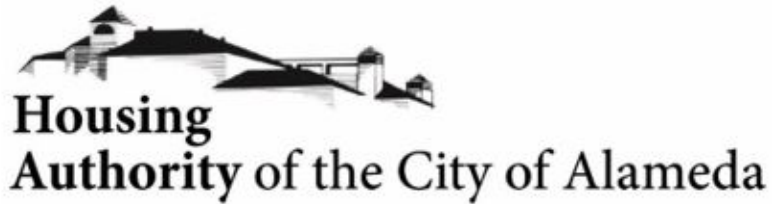
Respectfully submitted,

DocuSigned by:

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Greg Kats
Rent Program Director

Attachment(s):

1. Monthly Registration Update



PHONE (510) 747-4300
 FAX (510) 522-7848
 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

ATTACHMENT 1 - MONTHLY REGISTRATION UPDATE

The final deadline for the Year 1 online registration process for City of Alameda residential rental properties was May 25, 2020. Alameda Rent Program staff is still processing late submissions and updating unit data in the Rent Registry database. For the next BOC memo, we will re-set the data to cover registration and fee payment progress for the Year 2 registration period.

The May 2021 registration and fee payment statistics, which will serve as final status update for the Year 1 registration period, indicate the following:

- 82.81% of rental properties are registered
- 87.69% of rental units are registered
- 1,407 unit exemptions requested
- 94.88% unit exemptions approved
- 427 property exemptions requested
- 86.42% property exemptions approved
- \$1,562,474.40 in annual fee payments collected

During the month of May 2021, staff processed the following Rent Registry submissions:

- 115 rent increase errors
- 9 unit exemptions
- 7 property exemptions
- 13 new owner amendments
- 144 new tenant amendments



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 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: June 24, 2021

Re: Accept the Monthly Overview Report for Property Operations

BACKGROUND

This memo provides a high-level overview of the Property Operations Department's activities for the month of May 2021.

DISCUSSION

The attached table (Attachment 1) summarizes property performance of all sites including AHA owned and managed, affiliate owned, and managed by The John Stewart Company (JSCo). It excludes performance for Rosefield Village as the property is undergoing rehabilitation and construction.

For the month of May AHA managed Independence Plaza and Anne B Diament. The remainder of the properties are third party managed by JSCo with staff paying close attention to rent reports, ledger updates, and vacancy applicant information.

VACANCY

The attached table (Attachment 1) reflects fourteen (14) vacancies out of five hundred seventy-six (576) units for all properties including: AHA owned and managed; affiliate owned; and third party managed by JSCo, as of the end of May. Progress is taking place in filling the vacancies. Of the fourteen vacant units, ten are turned and ready for occupancy. Of the fourteen (14) vacant units, two (2) are to be filled by AHA and the remainder by JSCo.

Lease up coordination between AHA Property Management, JSCo, and AHA Housing Programs continues with a common goal to fill vacancies as expeditiously as possible. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through contacting the resident managers, as well as GoSection 8, the Section 8 online search engine and on Craig's List.

RENT COLLECTIONS

The attached table (Attachment 1) provides the collection rate versus budget for all AHA owned and managed, affiliate owned, and managed by The John Stewart Company (JSCo). An explanation for properties with a collection rate below 98% or above 100% is provided below.

The collection rate for Anne B. Diament and Independence Plaza are slightly higher than 100% due money received from new move-ins. The collection for Eagle Village is 111% due to a large payment received on a past due balance for a resident. The collection rate for Esperanza is



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021
Page 2 of 3

96.9%, Littlejohn Commons is 97.3%, Parrot Village and Gardens is 90.7% and Scattered Sites 97.6. This is primarily the result of missed rent payments by residents affected by income loss due to COVID 19. All residents have been given the SB-91 Notice and have been referred to LifeSTEPS. JSCo and AHA are sending out monthly statements to residents to encourage payment plans. All residents with a past due balance have been submitted for rental reimbursement on the Alameda County website. Residents have already started to login and upload their documents to verify the need; LifeSTEPS case workers are assisting residents to complete this step. Evictions due to non-payment of rent are currently prohibited by state and federal law.

RENT INCREASES

Rent increases for 2020 were issued through the end of June 2020. As staff reported previously, due to the existing health crisis, AHA temporarily ceased all rent increases, except annual PBV rent increases, through June 30, 2021. Rents for subsidized properties are expected to move to the payment standard on September 1, 2021.

AHA continues its process of rightsizing over housed households. All households who are over housed and have a HCV, have been, or will be, offered an opportunity to move to the correct sized unit when available, provided they are in good standing with AHA.

ADDITIONAL UPDATES

Staff continues to review and update our policies and procedures as the pandemic progresses. Staff continues to focus on mitigating risk to tenants and themselves during the health situation and to operate the properties as efficiently and effectively as possible within the various constraints that the existing parameters require.

Social Services

Staff continues to be in discussions with LifeSTEPS to ensure there is ongoing support for tenants, especially during these very trying and challenging times. LifeSTEPS has been providing remote aid to tenants and households and continues to link them to financial service agencies, as needed. LifeSTEPS is providing Zoom classes to foster greater interaction among tenants and decrease the sense of isolation many of AHA's tenants are feeling, especially those who live alone.

AHA tenants continue to avail themselves of the Food Bank services during the Shelter in Place. AHA continues to manage the logistics of these services, including providing staff to package, and deliver the food to the front door of 150 households on a bi-weekly basis. Staff from different departments participate in this activity.

Maintenance

Staff continue to complete routine work orders and focus on turning vacant units with an ongoing financial savings by carrying out this work in house. Protocols have been established to mitigate face to face interactions with tenants and staff when work takes place in the units. Given that most people tend to be home when maintenance is to enter, there is a questionnaire and protocols that must be adhered to if work is to be completed in the occupied units.

Preventative maintenance on units in Anne B. Diament were scheduled in the month of May in preparation for HQS Inspections in June.



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021
Page 3 of 3

The attached table (Attachment 1) shows the work orders completed for May 2021.

Police Contract

Staff continue to discuss the long-standing police services agreement with the City and will return to the Board with an update at a later meeting.

Capital Projects

The attached table (Attachment 2) summarizes Housing Authority budgeted Fiscal Year 2020-2021 capital projects currently underway.

FINANCIAL IMPACT

Report only, no financial impact.

RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

Respectfully submitted,

DocuSigned by:
Stephanie Shipe

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Stephanie Shipe
Director of Portfolio Management

Attachment(s):

1. Property Performance for the month of May
2. FY 2020-2021 Capital Projects Update

ATTACHMENT 1

Month of May 2021

Property Name	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent	Tenant Rent Collected	Subsidy collected	Total Rent Collected	% collected
Independence Plaza	AHA	AHA	186	Senior	1	\$ 201,889	\$ 138,732	\$ 61,136	\$ 199,868	99.0%
Anne B Diament	AHHC	AHA	65	Senior	1	\$ 107,057	\$ 23,096	\$ 81,450	\$ 104,546	97.7%
Esperanza*	AHA	JSCO	120	Family	1	\$ 347,534	\$ 73,115	\$ 263,614	\$ 336,729	96.9%
China Clipper*	AHHC	JSCO	26	Family	1	\$ 45,769	\$ 9,734	\$ 35,675	\$ 45,409	99.2%
Scattered Sites*	AHA	JSCO	34	Family	0	\$ 62,282	\$ 12,211	\$ 48,584	\$ 60,795	97.6%
Parrot Village and Gardens*	AHA	JSCO	58	Family	1	\$ 151,923	\$ 27,585	\$ 110,152	\$ 137,737	90.7%
Littlejohn Commons*	ICD	JSCO	31	Senior	1	\$ 52,265	\$ 9,459	\$ 41,402	\$ 50,861	97.3%
Everett Commons*	ICD	JSCO	20	Family	1	\$ 42,887	\$ 8,709	\$ 34,554	\$ 43,263	100.9%
Eagle Village*	AHA	JSCO	36	Family	1	\$ 83,377	\$ 15,134	\$ 77,843	\$ 92,977	111.5%
TOTAL			576		8	\$ 1,094,983	\$ 317,775	\$ 754,410	\$ 1,072,185	97.9%

Property Name	Owned by	Vacant units at month end	Vacancy rate %	Units offline for rehab	Vacancy rate excluding offline units	Move ins scheduled in next month	Anticipated move outs next month	Maintenance requests completed	Evictions pending with legal
Independence Plaza	AHA	1	0.5%	0	0.5%	2	0	117	1
Anne B Diament	AHHC	1	1.6%	0	1.6%	1	0	90	
Esperanza*	AHA	3	2.5%	0	2.5%	3	1	32	1
China Clipper*	AHHC	1	4.0%	0	4.0%	1	0	21	1
Scattered Sites*	AHA	3	8.8%	0	8.8%	1	0	12	
Parrot Village and Gardens*	AHA	3	5.3%	0	5.3%	3	0	27	1
Littlejohn Commons*	ICD	0	0.0%	0	0.0%	0	0	2	
Everett Commons*	ICD	0	0.0%	0	0.0%	0	0	5	
Eagle Village*	AHA	2	5.7%	0	5.7%	1	0	33	
TOTAL		14	2.4%	0	2.4%	12	1	339	4

ATTACHMENT 2

Capital Projects Update

FY 2020-2021 Capital Projects-Scheduled

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
AHA Office	Garage Partial Conversion	1,200,000				TBD	Architecture firm selected and initial work started
AHA Offices	Office Upgrades related to COVID-19	150,000					Ongoing
AHA Office	New Maint Van (w/rear & side doors)	45,000				March 2021	Complete
All Properties	Paint & Carpet 10% of Portfolio	420,000				ONGOING	Ongoing at unit turns; remainder of portfolio pending lifting Shelter in Place
Anne B Diamant	Balcony Repairs (44 Balconies)	100,000					Pending lifting of shelter in place and RFP issuance and award
Esperanza	Site Work (Lender Required)	100,000		86,500		8/21/2020	Complete
Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	150,000					Anticipate Issuance of RFP in 2021
Independence Plaza	Balcony Repairs (125 Balconies)	250,000					Pending lifting of shelter in place and RFP issuance and award
Parrott	Parking Lot Seal & Stripe					11/15/2020	Complete
Parrott Gardens	Roof Repair--1854 St. Charles	22,000				10/31/2020	Complete
North Housing	Demolition and Related Costs	3,000,000		5,204,000			See HCD Report

FY 2019-20 Capital Projects Update (Scheduled)

Property	Project	Original Contract or Budget Amount	Approved Change Orders	Current or Revised Budget Amount	Original Substantial Completion	Expected or Actual Substantial Completion	Status
Anne B Diamond & Independence Plaza	Balcony Assessment	200,000	0	200,000	11/1/2019	12/15/2019	Inspections COMPLETE; ABD report received & currently under review; IP report scheduled for review
Sheman Street	Plumbing	25,000	0	80,000	11/1/2019	11/30/2020	COMPLETE
Lincoln House	Fire Damage	101,000	-	236,500	11/26/2019	10/30/20	COMPLETE
Independence Plaza	ADA Doors	160,000	0	68,000	8/2/2019	11/15/2019	COMPLETE
Independence Plaza	Sprinkler Inspectors/Repairs	14,995	0	14,995	10/15/2019	10/15/2019	COMPLETE
Sherman Street	Roofing	145,000	0	145,000	10/18/2019	10/18/2019	COMPLETE
Haight Avenue	Renovation Project (Pending Acquisition)	500,000	-	500,000	-	-	No update, project pending acquisition
Rosefield Village	Redevelopment Project	7,000,000	-	7,000,000	2020	2020	See HCD Report
North Housing	Demo/New Construction	3,000,000	-	3,000,000	2024	2024	See HCD Report



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
 From: Stephanie Shipe, Director of Portfolio Management
 Date: June 24, 2021
 Re: Approve \$32,920.24 in Write-Offs of Uncollectible Accounts Receivable from Former Tenants

BACKGROUND

Periodically, the Housing Authority writes-off uncollectible HAP, rent and miscellaneous charges from its books. The term write-off indicates a procedure where past due amounts from tenants, who are no longer Section 8 participants with the Housing Authority or occupying dwelling units in a Housing Authority complex, are removed from its books after the usual means of collection have been exhausted. For budget purposes, this write-off appears as an expense. This procedure does not preclude the Housing Authority from continuing to pursue collection through a collection agency. Future collection of amounts previously written-off will reduce future expenses.

DISCUSSION

This request is to write-off accounts receivable for tenants who have vacated and have outstanding balances due to the Authority. This also includes balances and overpayments of HAP. One more notice will be sent to the tenants before the outstanding balance is written off. The total is \$32,920.24, this amount is a combination of rents due, damages and miscellaneous maintenance charges of \$29,391.54 and HAP \$3,528.70. Uncollected Tenant Accounts Receivable is a budgeted expense item.

BUDGET CONSIDERATION/FINANCIAL IMPACT

This tenant account write-off will result in an expense to the Housing Authority of \$32,462.31 in the fiscal year ending June 30, 2021 and will be presented in the audited financial statement.

RECOMMENDATION

Approve \$32,462.31 in Write-Offs of Uncollectible Accounts Receivable from Former Tenants

Respectfully submitted,

DocuSigned by:

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 Stephanie Shipe
 Director of Portfolio Management

Attachment(s):

1. Annual write-offs worksheet for FYE 2020-2021



Attachment 1

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
ANNUAL WRITE OFFS - PAST TENANTS
For Fiscal Year End 6/30/21**

Property	Number of households	Rent/Damages /Maint Charges	Subsidy	Total
Independence Plaza Apartments (affind)	7	\$ 8,797.77	\$ 694.80	\$ 9,492.57
Anne B. Diament (affabd)	1	\$ -	\$ 746.74	\$ 746.74
Esperanza	3	\$ 13,104.00	\$ -	\$ 13,104.00
Everett Commons	1	\$ 3,636.00	\$ -	\$ 3,636.00
Stanford House	2	\$ 604.00	\$ 4,879.00	\$ 5,483.00
Grand Total		\$ 26,141.77	\$ 6,320.54	\$ 32,462.31

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: June 24, 2021

Re: Approve the Video Camera Policy

BACKGROUND

In April 2020 the Board approved a policy on the Release of Tenant, Participant, Applicant, Vendor, and Landlord Personally Identifiable Information. This policy further clarifies the handling of video surveillance equipment and footage.

DISCUSSION

Video Surveillance Policy

The purpose of this policy is to clarify how video surveillance is to be administered at Housing Authority of the City of Alameda (AHA) managed properties and offices. Video described herein may include images or images and audio.

Video Surveillance Policy - Overview

Many of the properties managed by AHA have video surveillance. Video surveillance is also installed at various office properties as well. Video surveillance is only used for the protection and safety of employees, residents, visitors, assets and property of the agency and its clientele.

While the primary reason for the video surveillance is for crime prevention and safety, there are occasions when video will be used during an employee or criminal investigation or the investigation of damage or destruction of property on AHA premises. Video surveillance will not occur in areas where there is an expectation of privacy (e.g., restrooms, change rooms, etc.). Covert surveillance (i.e., hidden cameras without signage) is not permitted without express written permission of the Executive Director or AHA Board of Commissioners. Areas subject to surveillance will be identified by signage where required by law. Video surveillance will be administered by authorized personnel only, and any records produced by surveillance systems shall be kept in a secure manner and managed appropriately.

The use of enhanced security features, such as license plate recognition, person recognition, and facial recognition shall be used only under specific circumstances and explicitly approved in writing by either the Board of Commissioners or the Executive Director.

Video Surveillance Policy - On-site Security Systems

Security Video Cameras have been placed in some of the common areas and grounds of some properties managed or owned by the Housing Authority of the City of Alameda. Video is

maintained by each security camera system for different periods of time depending on the features and capabilities of the particular system in use at the site.

Any video captured and maintained by the Housing Authority of the City of Alameda or its vendors from these security systems is subject to the following policies:

1. The Board approved policy on Personally identifiable Information (PII).
2. All video records are the property of the site Owner (AHA or one of its affiliates) and the responsibility of the Housing Authority of the City of Alameda as agent and/or its respective principal and may not be copied, published or disseminated outside of the agency without the express written consent of the Executive Director or designee.
3. Employees of the Housing Authority of the City of Alameda may not copy, publish or disseminate any portion of any video for any use not directly related to AHA's business activities for any reason.
4. Any recording must be on an AHA approved device and/or approved technology.
5. Housing Authority of the City of Alameda employees shall not record audio at any property or office or land owned or managed by the Housing Authority of the City of Alameda or in any other meeting/encounter under any circumstances without the express written consent of the Executive Director or designee.
6. Video security cameras may only be located in places where privacy is not generally expected such as common areas, residential hallways, which may include unit doorways, exteriors of complexes or offices, walkways, breezeways, parking lots, fitness center/gym areas, community rooms, mail rooms, office areas, etc. They may not be in places such as public bathrooms, inside private units, or inside private backyards fenced off from the common areas or places where privacy is expected.
7. All video security systems (other than cameras) shall be maintained in locked and secured areas and accessible only to authorized employees of the Housing Authority of the City of Alameda or authorized property management contractors. Only authorized employees and Director level staff are authorized to view recorded video footage. All other employees must have written authorization from the Executive Director or designee. When approved by a Director or above, a video security system monitor may also be placed in a Property Manager's office.
8. When the security system allows, video from the video security system shall be saved, copied and maintained by authorized Housing Authority of the City of Alameda Staff or authorized property management contractors concerning any incident involving possible criminal activity; lease violations; property damage; injury; enforcement, fire department or other emergency services; or other misconduct by any resident, visitor, staff member or vendor.
9. Video from the security system may be viewed remotely only with written permission of the Executive Director.
10. If available and within the storage limitations of the particular video security system, video from the video security system shall be saved, although the duration the video is saved will vary from property to property based on the variation in system capabilities.
11. The Housing Authority of the City of Alameda requires service of a subpoena or other court order before permitting viewing and/or copying of any portion of video from on-site video security systems by any third party including, but not limited to, law enforcement, private investigators, civil or criminal attorneys, and/or members of the media, or in the event the aforementioned parties received prior written notice from the Executive Director, in her sole discretion (see also the Board approved PII policy).

Honorable Chair and
Members of the Board of Commissioners

June 24, 2021 39
Page 3 of 3

12. Where required by law, properties with video security systems shall prominently post signs giving notice that common areas are subject to continuous video security surveillance.
13. The house rules or lease of any property with a video security system shall notify tenants in writing and through posted notices of the existence of the security system.
14. The video from the security system will not be made available to any resident or third party without subpoena or other court order. All subpoena, court orders or written requests from third parties shall promptly be forwarded to the Executive Director.

FINANCIAL IMPACT

None.


RECOMMENDATION

Approve the Video Camera Policy

Respectfully submitted,

DocuSigned by:
Stephanie Shipe
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Stephanie Shipe
Director of Portfolio Management



**Housing
Authority of the City of Alameda**

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Stephanie Shipe, Director of Portfolio Management

Date: June 24, 2021

Re: Accept a memo regarding installing cameras at Esperanza Plaza

BACKGROUND

In May 2021, the Housing Authority notified the Board that staff was looking into installing cameras throughout Esperanza Plaza apartments. The need for cameras is three-fold: one to monitor the office and the rent drop box (already in place on a trial basis), second to address excess dumping of trash and large items in the garbage area and the third to address crime issues, in particular some shootings that have taken place over the last few years in the rear parking area. Following a long discussion at that meeting, this memo is looking to install cameras overlooking the trash areas only.

DISCUSSION

In May, the Board gave direction to staff to survey residents regarding the cameras facing inward to the property, which is still part of the plan. Staff is bringing back a proposal to install the cameras to oversee the trash areas only throughout Esperanza. The license plate reader and facial detection features would be turned off unless approved by the Board or Executive Director per Video Policy

For many years Esperanza has had a dumping issuing with outside parties, and some residents, using the trash areas for items that are not permitted, including large furniture etc., In 2020, Esperanza paid a total of \$157,128 for garbage services. Since January 2021 Esperanza has paid \$72,804 for garbage services which includes \$7,950 paid to a third-party service to have excess items removed from the property. JSCO also rearranges trash to fit as much as they can into the bin to avoid excess charges, which means they are spending a significant amount of staff time handling and organizing trash. (see Attachment 1).

In May 2021, staff presented a bid of \$59,339.49 for fifteen (15) Verkada cameras, nine (9) wireless access points and a three (3) year license. In recognition of the smaller scale of this proposal, IT Jockeys have provided us with a bid for eight (8) cameras, eight (8) wireless access points fully installed and a five (5) year camera license for \$52,281.43.

Staff would assess the need for a broader installation of cameras at Esperanza once this pilot has been running for several months and return to the Board if more cameras are deemed necessary.

FINANCIAL IMPACT

The total cost is expected not to exceed \$55,000 to IT Jockeys for Verkada cameras and installation.



RECOMMENDATION

Accept the memo regarding installing cameras at Esperanza Plaza.

Respectfully submitted,

DocuSigned by:
Stephanie Shipe
067A82C02F5F4B1...
Stephanie Shipe
Director of Portfolio Management

Attachment(s):

1. Pictures of Trash Areas
2. Proposal from IT Jockeys
3. Proposed Map of Camera Placement



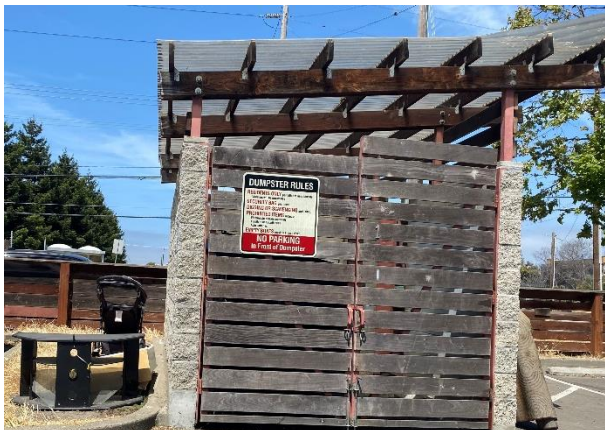
Housing Authority of the City of Alameda

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

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Attachment 1





Proposal

Date	Proposal #
4/14/2021	1060

This Proposal Has Been Created For:

Esperanza Apartments
 1903 3Rd Street
 Alameda, CA 94501
 USA

IT Jockeys, LLC.
 681 Main Street, Suite 220
 Placerville, CA 95667

916-750-1133
 kristin@itjockeys.com

Description	Prepared By:	JH
	Qty	Total
----- CAMERA COMPONENTS -----		
Verkada CB61-E Outdoor Bullet Camera, 4K, Zoom Lens, 30 Days of Storage	8	10,874.40T
Verkada L-Bracket Mount	8	760.00T
Verkada 5 Year Camera License	8	5,274.40
Shipping & Handling, including any tariffs.	1	168.96
----- WIRELESS NETWORK COMPONENTS -----		
Mimosa C5x 4.9-6.4 GHz , 8 dbi modular radio, optional configuration as PTP or PTMP radio.	8	1,039.92T
Mimosa A5c 4.9-6.2 GHz , 802.11AC 4X4 MU-MIMO WiFi Connectorized Access Point, PTMP / PTP	1	789.99T
Mimosa N5-45X2, 4.9-6.4 GHz 45 deg sector antenna, 19 dbi gain, 2 port.	2	559.98T
Mimosa N5-X16, 4.9 - 6.4 GHz modular twist-on antenna, 150 mm (~6") horn for C5X, 16 dbi gain.	8	479.92T
LMR 195 N-MALE TO N-MALE 18" CABLE WITH BOOTS 1PK	4	99.96T
Antenna Mounts for PTP / PTMP Access Points (AP)	8	1,400.00
Mimosa PoE Gigabit 56v Passive PoE wall plug (compatible with A5X and C5X).	9	179.91T
Shipping & Handling, including any tariffs.	1	375.00
----- NETWORKING COMPONENTS -----		
5-Port Gigabit Desktop Switch with 4-Port PoE, 56w Total PoE, 15w per port.	9	584.91
Shireen Outdoor CAT6 FTP - Shielded - 1000ft Spool.	2	539.98T
Gray 24/4 Solid CAT5e Ethernet Cable (per Foot)	1,000	150.00
Connector RJ45 CAT5/5e - end Pass Through one-Piece Ethernet.	100	85.00
Outdoor Weather Enclosure(s)	8	1,080.00
----- ELECTRICAL COMPONENTS -----		
Electrical repairs, or new installation(s).	9	3,825.00
Cable Conduit	1,000	400.00
----- SUPPORTING HARDWARE AND MATERIALS -----		
Boom Lift Rental (2 Weeks)	1	1,800.00
Misc. Hardware and Fasteners	1	250.00
Thank You !!	Total	

Customer Signature

Proposal

Date	Proposal #
4/14/2021	1060

This Proposal Has Been Created For:

Esperanza Apartments
 1903 3Rd Street
 Alameda, CA 94501
 USA

IT Jockeys, LLC.

681 Main Street, Suite 220
 Placerville, CA 95667

916-750-1133

kristin@itjockeys.com

Description	Prepared By:	JH
	Qty	Total
----- PROFESSIONAL SERVICES -----		
Cable, Connectors and Organization.	1	3,500.00
- Wireless and Network Cabling, Mount / Route		
WiFi, PTP, PTMP network installations and configurations.	1	8,500.00
Network device installation and configurations.	1	3,750.00
- Outdoor Enclosures with Electrical, PoE and Switch Installation		
New camera installations and configuration.	1	4,320.00
- Mounting and Software Configurations		
Sales Tax		1,494.10
Thank You !!	Total	\$52,281.43

Customer Signature _____



- Wireless Access Point (Secondary)
- Wireless Access Point (Primary)
- ▲ Outdoor Camera Location



Housing Authority of the City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
From: Sylvia Martinez, Director of Housing Development
Date: June 24, 2021
Re: Accept the Monthly Overview Report for Housing Development

BACKGROUND

This memo provides an overview of the Housing Development departmental activities for the prior month.

DISCUSSION

Island City Development

The Housing Authority previously made two predevelopment loans to Island City Development (ICD) on behalf of two development projects: North Housing and Rosefield Village. The loan balance and project details are discussed in the subsequent project specific Board reports.

Affordable Housing Project Pipeline

Rosefield Village – An update report on the project is presented as a separate Board item.

North Housing – An update report on the project is presented as a separate Board item.

Feasibility Studies – The feasibility studies of two potential projects were discussed in the Closed Session of the January 20, 2021 Board Meeting. At this point, only one is in process.

Acquisitions – On June 2, 2021 the Board of Commissioners authorized staff to make a formal offer to the Alameda Unified School District for a property at 2615 Eagle Avenue, Alameda, CA. Staff has subsequently submitted this offer and it is being considered by AUSD decision makers.

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available. As part of preparing for additional active pipeline projects, staff is actively procuring development consultants and refreshing its qualifications lists.

New Funding Opportunities

Staff is exploring several new funding opportunities, including the Local Housing Trust Fund (State of CA) Notice of Funding Availability where \$57 million in matching funds are available, up to a \$5 million per application. The deadline for this NOFA is August 3, 2021. To fulfill the requirements, AHA will need to publish guidelines for the use of the fund and make a legally binding award of funds through Board action or by making a deposit. Staff is developing an approval package that will likely come to the board in July for approval to meet the deadline.



Asset Management

In the absence of staff dedicated to asset management, Property Management and Housing Development staff continue to complete the monthly financial review of all properties and recently submitted quarterly lender reporting. Staff is finalizing budgets with 3rd party property management company, The John Stewart Company. Staff has submitted the annual tax credit program compliance information. With the support of multiple AHA departments and JSCo, staff continues to work on the AAHC properties transfer project for Esperanza, Eagle Village and Parrot Village. These will transfer on or before July 15, 2021.

Staffing

Housing Development staff is preparing to transition asset management tasks and responsibilities to the Portfolio Management division beginning in mid-June.

AHA has made offers to two summer interns for the AHA this summer. It is anticipated that the interns will start in late June.

Award for Everett Commons

Everett Commons has been recognized with a 2021 Award of Merit by the Pacific Coast Builder's Conference in the Best Affordable Housing Community – Under 30 du/acre Category. PCBC is the largest homebuilding tradeshow representing the west coast region. The award recognizes the entire development team, including the Housing Authority, and was submitted by the architect, Anne Phillips Architecture.

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

Respectfully submitted,

DocuSigned by:

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Sylvia Martinez
Director of Housing Development



Housing Authority of the City of Alameda

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tony Weng, Senior Project Manager

Date: June 24, 2021

Re: Accept the Monthly Development Report for North Housing

BACKGROUND

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Housing Authority is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. On February 21, 2016, the Board authorized acceptance of the Quit Claim deed for conveyance of the property to the Housing Authority. On June 5, 2018, City Council approved the resolution for transfer of the North Housing site to the Housing Authority. North Housing successfully transferred to Housing Authority ownership on May 30, 2019. The Board approved the Agency's Vision for the North Housing site at its August 2019 meeting.

Please see previous monthly Board reports for project details prior to this month's update. Documentation of the master planning process may be found at www.northhousing.org.

DISCUSSION

The Development Plan was approved at the Special Planning Board Meeting on August 17, 2020 and the Tentative Map was approved at the City Council Meeting on September 15, 2020.

The demolition of the existing buildings is complete, and staff is discussing payment of retention and close-out with Carmel Partners. Staff is working with a fencing company to install additional new perimeter fencing to further secure the site. The new additional fencing work is expected to begin in the next two to four weeks. Habitat for Humanity East Bay/Silicon Valley has requested to use our parcel for pedestrian and vehicular ingress and egress through the existing roadway on Lakehurst Circle. Staff is working with Habitat for Humanity and our legal counsel on a license agreement. Staff will bring the final license agreement to the August Board of Commissioners meeting for approval.

Staff continues to discuss and negotiate with our partners, APC and Building Futures, to update and refine the MOU. APC and Building Futures are reviewing the latest MOU and Term Sheet, and staff expects to bring the final MOU and Term Sheet to the August Board of Commissioners meeting for approval.



Staff is working with the design team, our partners, and the City Planning and Public Works Department on Block A that includes the development of 90 permanent supportive housing units, which may be developed in two to three phases. Staff published a Request for Proposal (RFP) in May for Civil Engineering Services. Staff is reviewing the proposals received.

FINANCIAL IMPACT

In November 2020, the Board authorized a predevelopment loan of \$6,238,000 for costs associated with master planning, carrying costs, demolition, and pre-development work for the first 90 units of permanent supportive housing. Funds are being disbursed to ICD on an as-needed basis. The chart below summarizes expenses through May 31, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes demolition)	\$3,544,022
First Building Pre-Development (90 units PSH)	\$45,692
Carrying Costs (see following for details)	\$443,849
Grand Total	\$4,033,563

<u>North Housing Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Classified Ads and Public Notices/outreach material	\$550
Furniture and Equipment - Fencing	\$141,650
Insurance - Other	\$4,293
Legal Expense	\$6,010
Office Supplies/Equipment	\$542
Prepaid - Other	\$7,286
Professional Services (Other)	\$17,208
Security, Landscape & Other Maintenance	\$235,803
Survey/Title Fee	\$29,785
Taxes & Government Fees	\$722
Grand Total	\$443,849

RECOMMENDATION

Accept the Monthly Development Report for North Housing.

Respectfully submitted,

DocuSigned by:

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Tony Weng
Senior Project Manager





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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
 From: Allyson Ujimori, Senior Project Manager
 Date: June 24, 2021
 RE: Accept the Monthly Development Report for Rosefield Village

BACKGROUND

The Housing and Community Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

The Rosefield Village project includes new construction of 78 units and renovation of 14 units, totaling 92 units, located on the 700 block of Buena Vista Ave. ICD is the developer. The overall project scope includes both rehabilitation of existing structures and construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry, property management offices, social service coordination offices, a community room, and central courtyard with play structures. Twelve existing units, in five buildings, on the east and west sides of the new building will be renovated, and one house will be converted into a duplex. Please see previous monthly Board Reports for project details prior to this month's update.

DISCUSSION

The overall project completion and billing percentage through May 31, 2021 is approximately 26%.

This month's construction activities included trenching for underground utilities and plumbing, drywall and cabinet installation at the rehab buildings, framing and HVAC and plumbing rough-in of the new multi-family building. There is one change order for the current month, Change Order #8, which is in the amount of \$38,682.

Owner contingency funds are held separately from the contract and when change orders are approved, the original construction contract value will increase accordingly as shown in the table below.

Contingency Utilization

	Original Budget	Previous Revisions	Current Revisions	Revised Budget
Construction Contract	\$38,218,849	\$386,548	\$38,682	\$38,644,081.00
Hard Costs Contingency	\$4,586,262	-\$386,548	-\$38,682	\$4,161,034.00
Soft Cost Contingency	\$300,000	-\$155,037	-1,909	\$143,056.00



General Construction Contract Utilization

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,586,591	\$10,406,142	\$836,161	\$7,442,017	\$29,074,098

Staff continues to work with AHA Portfolio Management Department and the John Stewart Company on temporary relocation needs for the remaining households for when their units are scheduled for renovation. On March 31, 2021, one of two households at 738 Eagle Ave moved out. Below is an update on the relocation status through May 31, 2021:

Total Units	Vacant Units	Moves Completed	Currently Occupied	Remaining Units to Permanently Relocate	Remaining Units to Temporarily Relocate
53	50	30	3*	0	2

* There is one unit at 738 Eagle Ave, and the one building was previously renovated. The John Stewart Company will do a routine unit turnover and lease-up the unit.

FINANCIAL IMPACT

ICD funds were advanced to Rosefield to fulfill the General Partner Capital Contribution requirements. These funds of \$1,115,000 will be repaid in three tranches, two of which have been approved and funded. The third will be requested later this year. The Finance department is working with HCD to track these internal disbursements and repayments, and the funding of the GP Capital Contribution is documented in an internal memo.

The current construction draw schedule is shown below. The "\$ Disbursed" includes the current draw amount.

	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Buildings	\$17,435,451	\$17,435,451	100%	\$0
Hard Costs	\$43,285,111	\$9,773,260	23%	\$33,591,851
Soft Costs	\$15,791,616	\$6,812,815	43%	\$8,938,801
Total	\$76,512,178	\$34,021,526	44%	\$42,530,652

RECOMMENDATION

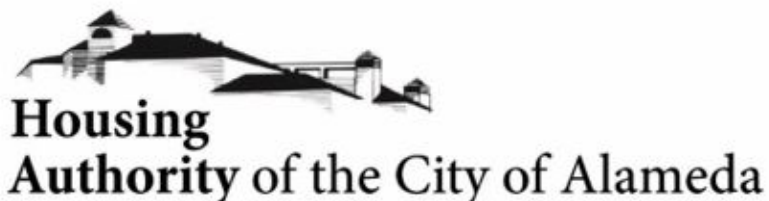
Accept the Monthly Development Report for Rosefield Village.

Respectfully submitted,

DocuSigned by:
Allyson Ujimori
418D73564575498...

Allyson Ujimori
Senior Project Manager





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To: Honorable Chair and Members of the Board of Commissioners
 From: Daniel Mills, Management Analyst
 Date: June 24, 2021
 Re: Accept the Monthly Overview Report on Procurement

BACKGROUND

This memo provides an overview of the procurement activities for the agency for the month of May.

DISCUSSION

Staff continues its internal status review of all department contracts and procedures to ensure compliance and address any deficiencies. A listing of recently closed, current and upcoming RFQs and IFBs can be found at the end of this overview.

Developing systems and processes to further automate and standardize procurement, both inter and intra departmental, will be a focus moving forward. This includes, but is not limited to, centralizing and maintaining contractor lists, contract information and procurement documents, enhancing Yardi and Laserfiche utilization, and account reconciliation. Development and implementation will be a team effort within departments and AHA and we will inform the Board of all developments.

Other Procurement Notes:

- Staff is having ongoing discussions with some vendors to ensure compliance with contract expectations. In some areas, this has resulted in increased monitoring and deferring payments on invoices.
- As previously reported, we have decided to enter into a contract with CivicPlus to purchase CivicClerk, their Board Management Software, to assist in generating and distributing the scheduled Board memos. The contract has been executed and implementation has begun. Staff will provide the Board with training on the new system prior to rollout which has been pushed back to August.

AHA solicitations can be found here:

http://www.alamedahsg.org/working_with_us/business_opportunities.

A summary of current, past, and upcoming RFPs and ITBs is provided below:

RFP/IFB	Description	Status
ADA 504 Transition Plan	For all AHA owned sites.	RFP issued, closes on June 17.
Benefits Broker	For AHA personnel.	RFP to be issued in 2021.
Copier Services	For the AHA Office.	RFP to be issued in July.
Eviction Legal Services	AHA managed sites.	Extension executed.
General Contractor	For North Housing.	RFP to be issued in August.
Geotechnical Engineering	For North Housing.	RFP to be issued in August.
Inspection Services	For HQS.	RFP closed, under internal review. Contract award in process
Payroll Services	For AHA personnel.	RFP to be issued in late 2021.
Social Services	All AHA & ICD sites.	Short-term contract signed. Will be rebid by September.
Website Services	For the main AHA website.	RFP issued, closes on June 21.

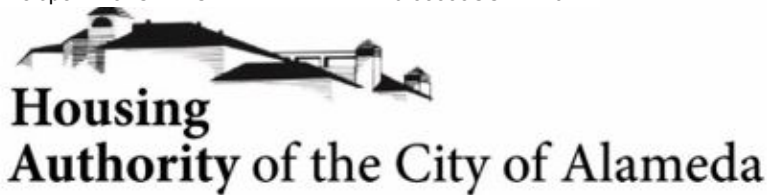
RECOMMENDATION

Accept the Monthly Overview Report on Procurement.

Respectfully submitted,



Daniel Mills
Management Analyst



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
 From: Louie So, Director of Finance
 Date: June 24, 2021
 Re: Accept the Fiscal Year to Date Financial Report through the Month of April 2021

BACKGROUND

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2020-21 budget for the period from July 1, 2020 through the month ending March 2021. Although the audited financial statements are on an accrual basis, the month-to-month financials are on a hybrid accrual and cash basis. The numbers presented are subject to change based on the adjustments from the final audited financial statement report.

On June 19, 2019, the Board of Commissioners approved a one-year operating budget for all programs covering fiscal year July 1, 2019 through June 30, 2020. On June 24, 2020, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2020 through June 30, 2021. The FY 2022 budget will be brought to the Board of Commissioners in June 2021.

The financial reports include five properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) (Anne B. Diamant, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments and Independence Plaza). All members of the Board of Commissioners also serve as the Board of Directors of AAHC.

As part of the strategic plan, AHA staff is adopting a simplified format to track financial performance of the authority on a quarterly basis. This will be implemented later this year.

DISCUSSION

Overview

The following Financial Snapshot showcases Net Operating Income (Cash Flow of AHA) for the fiscal year to date. Further discussions on the cause of these variances are presented below.

July 2020-April 2021 Financial Snapshot	PTD Actual	PTD Budget	Variance	% Var
TOTAL REVENUE	44,697,163	41,103,220	3,593,943	8.74
LESS: OPERATING EXPENSES	39,151,564	40,938,256	1,786,692	4.36
NET OPERATING INCOME BEFORE DEPRECIATION	5,545,599	164,964	5,380,635	3,261.70



The following Risk Indicator showcases whether AHA has sufficient cash and investments to meet its near-term obligations. Furthermore, the high level AHA Debt to AHA Assets percentage of 45% showcases that AHA is lowly leveraged.

April 2021 Performance Indicator	Cash	HAP	Months Covered
CASH AND INVESTMENTS/TOTAL HAP	32,997,723	2,844,704	11.60
	Cash	OPEX	Months Covered
CASH AND INVESTMENTS/OPERATING EXPENSE	32,997,723	4,318,122	7.64
	Cash	HAP + OPEX	Months Covered
CASH AND INVESTMENT/HAP AND OPERATING EXPENSE	32,997,723	7,162,826	4.61
	Total Liabilities	Total Assets	Leverage Percentage
PERCENTAGE DEBT TO ASSETS	95,359,294	212,293,416	45%

Third Party Management

AHA has outsourced Eagle Village and Rosefield Village projects to The John Stewart Company (JSCO) prior to 2019. Additional AHA and AAHC properties were transferred to JSCO's management on July 1, 2020 including Parrot Gardens, Parrot Village, Detached Homes, Sherman Street, Lincoln House, Senior Condos, Stanford House, Lincoln Willow and China Clipper Plaza Apartments. Esperanza was outsourced to JSCO on January 1, 2021. Income and occupancy figures are provided in the Monthly Overview report for Property Operations for the properties managed by JSCO. AHA receives financial statement packages from JSCO for these properties on a monthly basis by the 3rd business week of the following month, and the financial activity of the properties are consolidated and presented in the exhibits attached to this memorandum.

Furthermore, AHA Staff from all departments are in discussion with JSCO on the transfer of Esperanza, Eagle Village and Parrot Village from AHA to AAHC on or around July 1, 2021.

Operations Budget – Revenue

July 2020-April 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL TENANT REVENUE	11,296,269	10,676,075	620,194	5.81

Year-to-date - Rental income (Total Tenant Revenue) of \$11,296,269 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units, the tax increment subsidy for Independence Plaza, and tenant rents received. This is higher than budget by \$620,194 or 5.81% due mostly to higher HAP than budgeted, offset by a lower amount of tenant rent collections and tax increment payment from the City of Alameda. Please note that the tax

increment subsidy for Independence Plaza is received as one lump sum from the City of Alameda and recognized on a monthly prorated basis on the financial statements.

Total Other Income and Restricted Income is lower than budget by \$578,914 (28.66%). This is mostly attributable to account 711092 Professional Service Revenue as Rent Program and Housing Development reimbursements from the City of Alameda are in arrears by several months. Also, there were some period during the fiscal year with staff vacancies in these departments, and therefore the reimbursements for those months were lower than anticipated. AHA staff has followed up on these outstanding MOU reimbursements and the City. Additionally, \$100,000 in budgeted fee from the AHA/ICD services agreement was paid in February 2021. Interest earned from CAMP and LAIF are lower than budget due to the low interest rate environment, and LAIF investments are earned on a quarterly basis in arrears.

In November 2020, an additional \$1,399,195 was provided through the Alameda Unified School District Recognized Obligation Payment Schedule. These funds have been allotted to Rosefield Village rehabilitation.

Going forward, AHA can expect a lower than projected collection of the tenant portion, due to the current health crisis and related job losses. This has been offset by higher HAP subsidy received so total tenant rents and related HAP is higher than budget by \$415,759 on a net of vacancy basis. Staff will continue to monitor tenant and HAP income closely. Please see Monthly Overview Report for Property Operations for more information.

For the past several years, Administrative Fees from HUD have not fully funded the Housing Programs Department, and the Section 8 Program has been subsidized by income from AHA properties. Although the recent CARES Act provided two additional months of Administrative Fee, this is not expected to cover the additional costs incurred due to the current health crisis. AHA has received an additional \$350,010 in May 2020 from HUD and an additional CARES Act Administrative Fee funds of \$421,086 was received from HUD in August 2020. The uses and timing of these funds are restricted. Due to the CARES Act funding, Administrative Fee income from HUD is higher than budget by \$585,700 (39.25%).

Furthermore, as AHA was in HAP shortfall in 2020, AHA applied and received additional HAP funding with HUD in September 2020 of \$1,362,837. As of September 2020, AHA is officially out of HAP shortfall status with HUD.

Expenses

July 2020-April 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL OPERATING EXPENSE (INCLUDING HAP)	39,151,564	40,938,256	(1,786,692)	-4.36
TOTAL OPERATING EXPENSE (NOT INCLUDING HAP)	11,025,086	14,023,509	(2,998,422)	21.38

Total operating expenses including HAP are substantially lower than the year-to-date budget by \$1,786,691 (4.36%), and total operating expense not including HAP is \$2,998,422 lower than budget. This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions for most of the fiscal year to date (see Monthly Overview Report for Operations, H.R. and I.T.). We expect these operating expenses to increase as AHA is almost fully staffed,



with several positions in active recruitment. Additionally, a conservative approach was taken during the FY 2021 budget process. Housing Development, Finance, Portfolio Management and The John Stewart Company staff meet regularly to review the financial statements to monitor actuals versus budget amounts.

Housing Assistance Payments (HAP) Pass-through

July 2020-April 2021	PTD Actual	PTD Budget	Variance	% Var
TOTAL HUD GRANT (HAP + ADMIN FEES)	30,235,578	28,022,196	2,213,382	7.90
TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	28,126,478	26,914,748	1,211,731	4.50

The Housing Assistance Payments (HAP) pass-through includes all the Housing Choice Voucher/Section 8, Shelter Plus, and Bessie Coleman (SRO) programs. Year-to-date HAP revenue (8010000 HUD Operating Grants) is \$1,671,483 (6.30%) higher than budget which is driven by the additional HAP shortfall funds of \$1,362,837 stated previously. Staff continues to make progress on \$338,391 (Account 9700800 Port-In AR Billings) in accounts receivable for Port-In billings from other public housing authorities. This amount is subject to change due to net Port-Outs. Port-In billing collections was not budgeted in the FY 2021 budget process as it's dependent on other housing authorities and participant portability.

Shelter Plus Care revenue is paid in arrears by the Alameda County Housing and Community Development Department and billed amounts is \$59,914 below budget as billed (6.19%). Billing typically averages approximately \$30,000/month. HPD Staff are in discussions with the County of Alameda for the balance of 5 months of funds in arrears that were billed.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of March 31, 2021, AHA, AAHC and its affiliates have \$15.3 Million in cash, and \$17.6 Million held in LAIF and CAMP investments. A rebalancing of investments between CAMP and LAIF will be completed in by June 2021.

Please see below to showcase a breakdown of AHA's cash position and restricted and unrestricted cash breakout.

I) Cash and Cash Equivalents Position	
Period = Apr 2021	
Cash	15,347,798
LAIF (Local Area Investment Fund)	11,644,661
CAMP (California Asset Management Program)	6,005,264
Total Cash and Cash Equivalents	32,997,723



II) Restricted and Unrestricted Cash and Equivalents Breakout	
Period = Apr 2021	
Restricted Property Funds (Security Deposit, Replacement Reserve, etc.)	1,329,536
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	3,130,503
Unrestricted Cash	28,537,683
Total Cash and Cash Equivalents	32,997,723
III) AHA Fiscal Year Board Restricted Cash Disbursements	
Constitution & Eagle, L.P. - AHA Cash Loan - BoC Restricted June 2020, Disbursed August 2020	1,483,052
ICD - North Housing Predevelopment Loan - BoC Restricted November 2020, Disbursed March 2021	2,408,000

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

COVID-19 Mission Critical Tasks:

Due to the effects of the health situation, the finance management team has been prioritizing the following mission critical tasks:

- (1) Review new regulatory and tax pronouncements stemming from COVID-19 and how they may apply to AHA, AAHC, and its affiliates. This includes CARES Act administrative fee increases, reporting on CARES Act funds, and the American Rescue Plan Act (Passed in March 2021)
- (2) Continue to ensure Housing Assistance Payments are paid to landlords and AHA owned properties timely and to transfer landlords receiving a paper check to ACH for swifter payment and to reduce postage costs.
- (3) Continue to ensure payroll to our employees are paid timely and with no interruption.
- (4) Allow vendors the ability to submit invoices electronically through a web portal (Yardi VendorCafé) and allowing AHA the ability to pay via electronic funds transfer versus paper checks.
- (5) Continue to liaise with auditors remotely to ensure documents (redacted of PII) the auditors can continue their review offsite.

Staffing

Nan McKay and Associates continues to provide limited consulting services including HUD's monthly Voucher Management System (VMS) report and the annual unaudited Financial Data Schedule (FDS). Currently, the Finance Department is fully staffed, and an additional finance consultant is being utilized for special projects.

Audit and Tax

AHA

The unaudited FY 2020 FDS was submitted timely to REAC on October 30, 2020, including a new section on how AHA spent CARES Act funds in FY 2020. This was approved by REAC in January 2021 with minimal comments.

On March 2021, HUD provided an extension of the audited FY 2020 FDS to June 30, 2021. In Jun 2021, this was further extended by HUD to September 30, 2021. The audited financial statements was presented to the Board of Commissioners in the May 2021 meeting and accepted. Once the audited financial statements are finalized, AHA staff and Citrin Cooperman (AHA's auditors) will submit the audited FYD 2020 FDS to REAC.

AAHC

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return. The June 30, 2020 tax return has a final extended filing deadline of May 17, 2021. The tax extensions were appropriately filed by Citrin Cooperman in October 2020. The tax return was appropriately filed by Citrin Cooperman in May 2021.

Island City Development

AHA is working with the CPA firm Holthouse, Carlin & Van Tright LLP (HCVT) for audit work of Island City Development and the three low-income housing tax credit (LIHTC) project partnerships (Sherman & Buena Vista, L.P. and Everett & Eagle, L.P., and Constitution & Eagle, L.P. the "LPs"). The audited financial statements were presented to the Island City Development Board of Directors in April 2021. The tax returns are in the process of being finalized.

Additionally, various LLC affiliates have tax filing requirements throughout the year, including the tax extension deadline which will be March 15, 2021. These LLC affiliates have minimal activity and will be filed by the extended deadline of September 15, 2021.

Island City Development's audited financial statements and tax return planning has begun. The extended filing deadline of the tax return for the 2020 year is November 15, 2021.

Unfunded Pension Liabilities

On May 20, 2020, the Board of Commissioners voted to fund CalPERS \$1 Million and to continue to fund the unfunded pension liabilities under the soft fresh start mechanism. AHA funded \$1,000,000 before the end of fiscal year June 30, 2020. On an ongoing basis, AHA staff will monitor on an annual whether the accrued unfunded liability is within 90%-110% of funding level and will escalate to the Board of Commissioners on whether there is any action that will be needed. In June 2021, staff have engaged the actuaries (Nicolay) for the annual GASB reports for both the CalPERS Pension and OPEB Trust.

Budget

An abbreviated budget for the fiscal year July 1, 2020 through June 30, 2021 was brought to the Board of Commissioners in the June 24, 2020 meeting. The Board of Commissioners passed the motion to adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2020 to June 30, 2021. AHA staff utilized a conservative approach in FY2021 budget preparation, adopting prior year actual income as a proxy for FY2021 budgeted income. Actual tenant and HAP income have been trending higher in the last several months, and operating expenses are substantially lower than budget as AHA was not fully staffed for most of the fiscal year to date. Please refer to the memo "Adopt the Resolution to Approve the Housing Authority's One Year Budget for Fiscal Year July 1, 2021 to June 30, 2022.

Banking Activities

There were no new banking activities.

Honorable Chair and
Members of the Board of Commissioners

June 24, 2021
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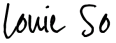
Quarterly Financial Reporting

As part of the strategic plan, AHA staff is migrating to a quarterly versus monthly financial reporting. This will be implemented later this year.

RECOMMENDATION

Accept the Fiscal Year to Date Financial Report through the Month of April 2021.

Respectfully submitted,

DocuSigned by:

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Louie So, CPA
Director of Finance

Attachments:

1. Balance Sheet – April 2021
2. Budget Comparison – Revenue & Expense - Detail
3. AHA Revenue & Expense (Actual versus Budget)

Attachment 1

Balance Sheet

Period = Apr 2021

Book = Accrual

		Current Balance
1000000	ASSETS	
1100000	CURRENT ASSETS	
1101000	CASH	
1110010	Cash - Unrestricted	11,635,966
1110012	Cash - Reserve for Building	78,451
1110013	Cash - Reserve for 3rd Party Managed Buildings	95,800
1110014	Cash - Reserve for Equipment	2,152
1110018	Cash - Operating Checking with 3rd Party	1,163,226
1110019	Petty Cash with 3rd Party	700
1110020	Cash - Petty cash	500
1110021	Cash - Benefit Account	82,611
1110030	Cash - FSS	141,852
1110040	Cash - Replacement Reserve Bldg	312,415
1130030	Cash - Restricted Sec Dep	217,548
1140000	Cash - Tenant Security Deposits	132,658
1140050	Cash - Tenant Security Deposits with 3rd Party	266,049
1199000	TOTAL CASH	<u>14,129,928</u>
1200000	ACCOUNTS RECEIVABLE	
1240010	Accounts Receivable - Government	307,062
1240050	HAP Rent Receivable	127,854
1240070	Accounts Receivable- HUD	7,327
1250010	Accounts Receivable - Other	308,865
1250050	Accounts Receivable - 3rd Party Management	53,674
1255000	Subsidy Suspense Receivable	(42,031)
1260000	Accounts Receivable - Tenant	381,190
1260050	Accounts Receivable - Tenant Rent with 3rd Party	181,205
1261000	Allowance for Doubtful Accounts -Dwelling Rent	(107,605)
1280000	Fraud Recovery	31,259
1281000	Allowance for Doubtful Accounts - Fraud	(29,830)
1290000	Accrued Interest Receivable	5,549
1299000	TOTAL ACCOUNTS RECEIVABLE	<u>1,224,519</u>
1300000	INVESTMENTS AND OTHER CURRENT NOTES	
1310000	Investments(LAIF)- Unrestricted	10,400,382
1320010	Investments - Other	200
1320020	Investments(LAIF) (Restricted) - FSS Escrow	(326)
1320030	Investments(LAIF)- Building Reserve	1,075,906
1320040	Investments(LAIF) - Equipment Reserve	167,476
1350000	Investments - Restricted	0
1350010	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,406
1350021	PFM-Cash	(184)
1350031	Investments - CAMP	6,005,264
1350100	Mortgage Receivable	76,942,291
1350103	Mortgage Receivable-Jack Capon L. P.	93,597
1350105	Loan Receivable-Security Deposit Loan	92,569
1350106	Loan Receivable - ICD	17,350,482
1350107	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000
1350109	Loan Receivable - Section 8	1,790,000
1360000	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>115,919,248</u>
1400000	PREPAID EXPENSES	
1420010	Prepaid Insurance - Property	46,775
1420020	Prepaid Insurance - Liability	277,352
1420040	Prepaid Insurance - Worker Comp	57,724
1420050	Prepaid - Other	23,187

Balance Sheet

Period = Apr 2021

Book = Accrual

	Current Balance	
1420051	Prepaid Rent	20,213
1420070	Escrow Deposits - Property	8,544
1420075	Escrow Dep. PNC Hedge Res.	89,978
1420095	Prepaid Expense - Management Company	981
1430000	Inventories	11,029
1430010	Replacement Reserve-NorthMarq Loan	602,054
1430020	Reserve for Replacement NorthMarq	517,294
1440099	TOTAL PREPAID EXPENSES	<u>1,655,131</u>
1440105	INTERPROGRAM	
1440110	Interprogram (Due From)	2,428,370
1440111	Interprogram Due From Sherman St FACSA	12,725
1440112	Interprogram Due From Lincoln St FACSA	7,093
1440210	Interprogram Due From Esperanza	688
1440411	Interprogram Due from Detached Home	(0)
1440452	Interprogram Due From Stargell Commons	8,156
1440453	Interprogram Due From Island City Development - 4530	204
1440601	Interprogram Due From ABD	(22,496)
1440602	Interprogram Due From Rosefield Village - 4537	219
1440603	Interprogram Due From Parrot Gardens	15
1440604	Interprogram Due From Stanford House	5
1440605	Interprogram Due From Lincoln/Willow	15
1440606	Interprogram Due From Senior Condos	18
1440607	Interprogram Due From China Clipper	408
1440608	Interprogram Due From Regent Street Land	1,530
1440609	Interprogram Due From Santa Clara Land	60
1440610	Interprogram Due From Eagle Village	265
1440613	Interprogram Due From Shinsei Gardens	2,580
1440710	Interprogram Due From Section 8 Vouchers	435,590
1440899	TOTAL INTERPROGRAM	<u>2,875,446</u>
1500000	TOTAL CURRENT ASSETS	<u>135,804,088</u>
1590000	LONG TERM ASSETS	
1600000	FIXED ASSETS	
1609999	LAND AND BUILDINGS	
1610000	Land	58,219,779
1620030	Buildings	30,922,109
1620031	Buildings Improvements	1,430,575
1629000	TOTAL LAND AND BUILDINGS	<u>90,572,463</u>
1630040	Furniture and Equipment - Dwelling	347,787
1630041	Furniture and Equipment - Other	137,618
1650000	Leasehold Improvements	14,404,401
1660030	Accumulated Deprecation	(30,749,307)
1699000	TOTAL FIXED ASSETS	<u>74,712,963</u>
1700000	ALL OTHER ASSETS	
1740000	Other Asset	110,510
1770000	TOTAL ALL OTHER ASSETS	<u>110,510</u>
1800000	DEFERRED OUTFLOW	
1800200	Deferred Outflow of Resources	1,505,707
1890000	TOTAL DEFERRED OUTFLOW	<u>1,505,707</u>
1900000	CONSTRUCTION IN PROGRESS	
1900100	CIP - On Site Improvement	65,043
1900210	CIP - Architectural & Engineering Fees	62,803
1900230	CIP - Professional Services (Other)	17,208
1900410	CIP - Environmental Testing & Reports	13,800

Balance Sheet

Period = Apr 2021

Book = Accrual

		Current Balance
1900420	CIP - Permit & Fees (plan'g,build'g,public work,school dist)	687
1900430	CIP - Utilities Fees	608
1919999	TOTAL CONSTRUCTION IN PROGRESS	<u>160,148</u>
1929999	TOTAL LONG TERM ASSETS	<u>76,489,328</u>
1999999	TOTAL ASSETS	212,293,416
3000000	LIABILITIES AND EQUITY	
3005000	LIABILITIES	
3100000	CURRENT LIABILITIES	
3100500	ACCOUNTS PAYABLE	
3120010	Accounts Payable<= 90 Days	171,355
3120011	Accounts Payable -CALPERS (employee portion)	551
3120012	Accounts Payable-Health Insurance (employee portion)	24
3120014	Accounts Payable-Garnishment (employee portion)	(129)
3120015	Accounts Payable-Vision Insurance (employee portion)	698
3120016	Accounts Payable-Life Insurance (employee portion)	(35)
3120018	Accounts Payable-PARS retirement (employee portion)	134
3120019	Accounts Payable-Flexible Spending Account(employee portion)	3,785
3120021	Employees Cobra	911
3120022	Accounts Payable-PERS 1959 Surv(Employee Portion)	41
3120023	Accounts Payable-FSA Transit Plan	623
3120024	Accounts Payable FSS	124,350
3120026	Accounts Payable FSS Interest	(28)
3120029	Accounts Payable - 3rd Party Management Company	68,541
3120030	Accrued Wage/Payroll Taxes Payable	1,102
3120040	Accrued Compensated Absences - Current Portion	187,023
3120045	Accrued Vacation Payable - 3rd Party Management	6,201
3120070	Accrued Payables	128,563
3120075	Accrued Accounts Payable - 3rd Party Management	130,379
3330100	Tenants- Rents Payable	9,900
3339000	TOTAL ACCOUNT PAYABLE	<u>833,989</u>
3400000	SECURITY DEPOSITS HELD	
3410010	Tenant Security Deposits	235,747
3410015	Tenant Security Deposits - held with 3rd Party Management	260,865
3410020	Tenant Security Deposits - Pets	1,050
3410030	Tenant Security Deposits - Gate Opener	25
3410040	Tenant Security Deposits - Satellite Dish/Antenna	1,500
3410050	Tenant Security Deposits - Interest	0
3410060	Tenant Security Deposits - Pooled Interest	61,619
3410999	Security Deposit Refund	4,940
3419000	TOTAL SECURITY DEPOSITS HELD	<u>565,746</u>
3419900	OTHER LIABILITIES	
3420000	Prepay Tenant Rent	72,330
3421000	Prepay Tenant Rent - 3rd Party Management	138,626
3425000	Unearned Revenue	255,120
3426000	Prepaid Ground Lease Rent	16,282,177
3430000	Current Portion of Long Term Debt - Capital Projects	188,195
3449000	TOTAL OTHER LIABILITIES	<u>16,936,448</u>
3470000	INTERPROGRAM	
3470050	Interprogram (Due to)	2,360,955
3470110	Interprogram Due To General Fund	468,484
3470601	Interprogram Due To Anne B Diament Plaza	19,786
3471000	Due To/Due From Suspense Account	102,914
3480000	TOTAL INTERPROGRAM	<u>2,952,138</u>

Balance Sheet

Period = Apr 2021

Book = Accrual

	Current Balance	
3499000	TOTAL CURRENT LIABILITIES	21,288,322
3500000	NON-CURRENT LIABILITIES	
3510020	Reduction to Mortgage Loan	81,908
3510100	Mortgage Loan Payable	21,576,687
3510130	Interest Payable - City of Alameda Loan	1,123,489
3510140	Home Fund Loan #1	216,363
3510143	\$3.6M Housing Authority Loan Payable	47,325,000
3510150	Housing Community Dev. Loan	916,400
3510157	Loan Payable - Esperanza	1,790,000
3510160	Home Fund Loan #2	282,700
3540000	Accrued Compensated Absences - Noncurrent	141,357
3570000	OPEB Liability	(128,123)
3580000	Pension Liability	909,006
3599000	TOTAL NON-CURRENT LIABILITIES	<u>74,070,971</u>
3999000	TOTAL LIABILITIES	<u>95,359,294</u>
4000000	Equity/Net Assets	
4000001	EQUITY	
4000100	DEFERRED INFLOW	
4001000	Deferred Inflow of Resources	1,901,463
4900000	TOTAL DEFERRED INFLOW	<u>1,901,463</u>
4999999	CONTRIBUTED CAPITAL	
5010000	Net Investment in Capital Assets	7,986,218
5080050	Capital Paid In	3,313,806
5090000	Unrestricted	81,234,499
5120000	Unrestricted	22,045,058
5120010	Net Restricted Assets	453,079
5950000	TOTAL CONTRIBUTED CAPITAL	<u>115,032,659</u>
5999900	TOTAL EQUITY	<u>116,934,122</u>
6000000	TOTAL LIABILITIES AND EQUITY	<u>212,293,416</u>

Attachment 2

Budget Comparison (with PTD)

Period = Jul 2020-Apr 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
6999990	INCOME				
7000000	REVENUE				
7020000	TENANT REVENUE				
7030000	Tenant Rental Revenue	3,278,868	3,754,537	-475,669	-12.67
7030030	Maintenance Charges	3,403	0	3,403	N/A
7030040	Late Charges	40	0	40	N/A
7030050	Miscellaneous Other Charges	3,013	0	3,013	N/A
7030060	Tax Increment Payments from the City of Alameda (Independence Plaza)	1,277,766	1,277,771	-5	0.00
7030100	Tenant HAP Subsidy	6,883,844	5,893,147	990,698	16.81
7030110	Vacancy Loss	-214,519	-274,429	59,910	-21.83
7030300	Commercial Rents (Include land lease from ICD Properties)	63,854	25,050	38,804	154.91
7050000	TOTAL TENANT REVENUE	11,296,269	10,676,075	620,194	5.81
7060000	FEDERAL GRANTS				
7060060	Shelter Plus Care Revenue (Billed in arrears by 2 Months)	324,929	384,843	-59,914	-15.57
7069000	TOTAL FEDERAL GRANTS	324,929	384,843	-59,914	-15.57
7079000	OTHER GRANTS				
7080000	Other Government Grants (AUSD Recognized Obligation Payments)	1,399,195	0	1,399,195	N/A
7089000	TOTAL OTHER GRANTS	1,399,195	0	1,399,195	N/A
7100000	OTHER INCOME				
7110010	Investment Income - Unrestricted	49,915	111,878	-61,962	-55.38
7110011	Interest Income	70,849	101,148	-30,300	-29.96
7110020	Interest on Equip. Reserve	748	2,492	-1,744	-69.98
7110030	Interest Earned on Operating Reserve	0	120	-120	-100.00
7110060	Interest - Replacement Reserve	5,244	40,228	-34,984	-86.96
7110070	Other - Income	8,217	43,367	-35,150	-81.05
7110075	Laundry Commission	17,649	21,816	-4,166	-19.10
7110082	Land Fee/Ground Lease	161,391	4,470	156,921	3,510.53
7110090	Other Miscellaneous Revenue	33	0	33	N/A
7110092	Professional Service Revenue (City Reimbursement payments in arrears several months and ICD paid in February 2021 \$100,000 to AHA)	1,117,887	1,679,536	-561,649	-33.44
7140000	Fraud Recovery	27	0	27	N/A
7150030	Miscellaneous Other Revenue	2,542	0	2,542	N/A
7150040	Gain/Loss on Sale of Fixed Assets	1,352	0	1,352	N/A
7150070	Administrative Fee	5,339	15,053	-9,713	-64.53
7159000	TOTAL OTHER INCOME	1,441,192	2,020,106	-578,914	-28.66
8000000	HUD GRANT				
8010000	HUD Operating Grants	28,201,388	26,529,904	1,671,483	6.30
8020000	Administrative Fees from HUD (includes CARES Act Additional)	2,077,992	1,492,292	585,700	39.25
8020110	Port-In Administrative Fees	13,196	0	13,196	N/A
8030000	Administrative Fees Paid (PORT-Outs)	56,997	0	-56,997	N/A
8100120	TOTAL HUD GRANT	30,235,578	28,022,196	2,213,382	7.90
8999000	TOTAL REVENUE	44,697,163	41,103,220	3,593,943	8.74
9000000	EXPENSES				
9000900	OPERATING EXPENSES				
9100000	ADMINISTRATIVE				
9110010	Administrative Salaries	3,598,016	4,453,536	-855,521	19.21
9110020	Temporary Help - Administrative	248,214	427,094	-178,880	41.88
9120000	Auditing Fees	56,950	38,700	-18,250	-47.16
9130000	Outside Management Fees	183,993	178,184	-5,808	-3.26
9150010	Admin Employee Benefits - Medical/Dental	614,587	1,063,238	-448,650	42.20
9150020	Admin Employee Benefits - PERS/PARS	329,628	405,259	-75,632	18.66
9150030	Admin Employee Benefits - FICA	50,925	64,169	-13,244	20.64
9150040	Admin Employee Benefits - SUI	13,256	11,736	-1,520	-12.95
9150050	Admin Employee Benefits - EAP	165	0	-165	N/A
9150060	Admin Employee Benefits - Life/LTD	27,878	27,559	-319	-1.16
9150090	Admin Employee Benefit - WC	53,472	29,289	-24,183	-82.57
9160010	Office Supplies/Equipment	117,057	76,171	-40,886	-53.68
9160020	Expendable Administrative Equipment	130	0	-130	N/A
9160030	Dues & Subscriptions Publications	3,272	1,000	-2,272	-227.22
9160040	Postage	11,222	41,023	-29,801	72.64
9160050	Telephone	74,192	50,142	-24,050	-47.96
9160060	Bank Charges and Check Supplies	24,746	23,054	-1,692	-7.34
9160070	Commissioners Meeting Expense	530	0	-530	N/A
9160080	Stationery Envelopes and Business Cards	1,229	0	-1,229	N/A
9160090	Forms and Copies/Printing	34,839	4,250	-30,589	-719.73
9160100	Classified Ads and Public Notices/outreach material	16,703	31,313	-14,611	46.66
9160110	Legal Expense	265,286	287,497	-22,210	7.73
9160111	Payroll charge	11,173	5,957	-5,216	-87.57
9160112	Survey/Title Fee	0	1,670	1,670	100.00
9160113	Office Rent	114,119	306,110	-191,991	62.72

Budget Comparison (with PTD)

Period = Jul 2020-Apr 2021

Book = Accrual

		PTD Actual	PTD Budget	Variance	% Var
9160114	Administrative Support	28,288	0	-28,288	N/A
9160115	Organization Cost	480	0	-480	N/A
9160120	Training/Conferences and Travel	16,346	133,683	117,338	87.77
9160130	Membership Dues and Fees	13,865	9,482	-4,383	-46.23
9160131	Taxes & Government Fees (Sewer Passthrough Charges)	163,532	0	-163,532	N/A
9160140	Collection Loss	24,356	0	-24,356	N/A
9160160	Contracts - Accounting Services	40,500	2,840	-37,660	-1,326.06
9160170	Contracts - Administrative Services/Consultant	78,442	327,379	248,937	76.04
9160180	Contracts - Application Service Provider - Yardi	149,555	186,352	36,797	19.75
9160190	Contracts - Computer/Telephone Maintenance/Email	171,564	315,529	143,965	45.63
9160200	Contracts - Employee/Organizational Development	25	0	-25	N/A
9160210	Contracts - Housing Program Services	28,058	0	-28,058	N/A
9160220	Contracts - Human Resource Services	2,100	57,287	55,187	96.33
9160230	Contracts - Housing Inspection Services	9,620	47,263	37,643	79.65
9160240	Contracts - Temporary Labor	795	0	-795	N/A
9160260	Contracts - Office Machine Lease	19,839	15,401	-4,438	-28.82
9160270	Contracts - Web Hosting/Maintenance/Web Ads	15,182	14,327	-855	-5.97
9160290	Contracts - HR Recruitment	83,157	110,347	27,190	24.64
9160510	Association Dues	36,834	35,000	-1,834	-5.24
9169000	TOTAL ADMINISTRATIVE	6,734,118	8,781,841	2,047,723	23.32
9200000	TENANT/SOCIAL SERVICES/POLICE				
9210010	Tenant Services - Salaries	259,645	2,870	-256,775	-8,946.85
9210030	Police Services (and Security)	99,439	156,867	57,428	36.61
9210100	Tenant/Social Services - Salaries	0	245,156	245,156	100.00
9219000	TOTAL TENANT/SOCIAL SERVICES/POLICE	359,083	404,893	45,809	11.31
9219990	RELOCATION				
9220000	Tenant-Relocation Costs	5,983	0	-5,983	N/A
9229000	TOTAL RELOCATION	5,983	0	-5,983	N/A
9230005	TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010	Tenant Svcs Employee Benefits - Medical/Dental	35,289	35,730	441	1.23
9230020	Tenant Svcs Employee Benefits - PERS/PARS	8,847	16,348	7,501	45.88
9230030	Tenant Svcs Employee Benefits - FICA	1,388	7,251	5,863	80.86
9230040	Tenant Svcs Employee Benefits - SUI	327	1,613	1,285	79.72
9230050	Tenant Svcs Employee Benefits - Life/LTD	71	0	-71	N/A
9230071	Property Insurance	4,407	0	-4,407	N/A
9230075	Property Taxes	518	0	-518	N/A
9230080	Tenant Svcs Employee Benefits - Other	3,514	0	-3,514	N/A
9230090	Tenant Svcs Employee Benefit - WC	9,009	20,037	11,027	55.03
9239000	TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	58,445	80,978	22,533	27.83
9240005	TENANT SERVICES				
9240020	Tenant Service Activities - Contracts and O/S Services	165,672	249,340	83,668	33.56
9240050	Tenant/Social Services - Other	2,472	0	-2,472	N/A
9249000	TOTAL TENANT SERVICES	168,143	249,340	81,197	32.56
9300000	UTILITIES				
9310000	Water	225,000	220,847	-4,153	-1.88
9320000	Electricity	91,289	118,791	27,502	23.15
9330000	Gas	8,409	41,633	33,224	79.80
9380010	Sewer (See Sewer Passthrough Charge Above)	93,048	252,218	159,170	63.11
9380020	Garbage	367,624	373,612	5,988	1.60
9380030	Other	75	366,801	366,726	99.98
9399000	TOTAL UTILITIES	785,444	1,373,901	588,456	42.83
9399990	MAINTENANCE				
9400000	MAINTENANCE SALARIES				
9410010	Maintenance - Salaries (1 Retirement during fiscal year)	560,444	613,911	53,467	8.71
9419000	TOTAL MAINTENANCE SALARIES	560,444	613,911	53,467	8.71
9420005	MAINTENANCE MATERIALS				
9420010	Maintenance Materials	146,106	217,978	71,872	32.97
9420020	Vehicle - gasoline	2,408	5,590	3,182	56.92
9420030	Janitorials Supplies	539	0	-539	N/A
9429000	TOTAL MAINTENANCE MATERIALS	149,052	223,568	74,515	33.33
9429005	MAINTENANCE CONTRACTS				
9429015	Maintenance Contracts - Unit Turnaround	18,528	44,042	25,514	57.93
9429030	Maintenance Contracts - Tree Trimming	0	9,174	9,174	100.00
9429040	Maintenance Contracts - Cycle Painting	1,124	0	-1,124	N/A
9429060	Maintenance Contracts - Floor Covering	11,310	67,180	55,870	83.17
9429100	Maintenance Contracts - Services	196,783	126,948	-69,835	-55.01
9430010	Maintenance Contracts - Painting	9,400	30,275	20,875	68.95
9430020	Maintenance Contracts - Plumbing	64,392	25,051	-39,341	-157.04
9430030	Maintenance Contracts - Landscape, Pool, Pond Maintenance	78,578	108,392	29,815	27.51

Budget Comparison (with PTD)

Period = Jul 2020-Apr 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9430040 Maintenance Contracts - HVAC Maintenance	9,162	28,512	19,350	67.87
9430050 Maintenance Contracts - Hazardous Substances Testing	23,562	0	-23,562	N/A
9430060 Maintenance Contracts - Elevator Maintenance	34,621	36,568	1,947	5.32
9430070 Maintenance Contracts - Extermination	41,274	43,173	1,900	4.40
9430080 Maintenance Contracts - Electrical Maintenance	5,601	21,119	15,518	73.48
9430090 Maintenance Contracts - Security and Nurse Call Systems	101,044	14,920	-86,124	-577.24
9430110 Maintenance Contracts - Gutter Cleaning Services	0	10,627	10,627	100.00
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	41,514	0	-41,514	N/A
9430130 Maintenance Contracts - Other	121,097	9,911	-111,186	-1,121.88
9430140 Maintenance Contracts - Vehicle Maintenance	5,246	6,090	844	13.86
9430150 Maintenance Contracts - Janitorial	117,120	154,362	37,242	24.13
9439000 TOTAL MAINTENANCE CONTRACTS	880,354	736,345	-144,009	-19.56
9450005 MAINTENANCE EMPLOYEE BENEFITS				
9450010 Maint Employee Benefits - Medical/Dental	126,893	193,140	66,247	34.30
9450020 Maint Employee Benefits - PERS/PARS	49,062	58,803	9,741	16.57
9450030 Maint Employee Benefits - FICA	32,093	8,400	-23,693	-282.06
9450040 Maint Employee Benefits - SUI	1,679	2,142	463	21.62
9450050 Maint Employee Benefits - Life/LTD	2,939	5,039	2,101	41.68
9450070 Maint Employee Benefits - Uniforms/Shoes	2,123	20,135	18,012	89.46
9450091 Maint Employee Benefit - WC	36,782	26,718	-10,064	-37.67
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	251,571	314,377	62,806	19.98
9499000 TOTAL MAINTENANCE	1,841,421	1,888,200	46,779	2.48
9500000 GENERAL EXPENSES				
9500100 Interest Expense	783,846	965,916	182,070	18.85
9500160 Mortgage Financial Service Charge	49,419	0	-49,419	N/A
9500200 Other Expense	9,142	0	-9,142	N/A
9500300 Claim's Settlement Cost (Lincoln House, net of rehab)	161,655	0	-161,655	N/A
9610010 Insurance - Workers Compensation	13,501	0	-13,501	N/A
9610020 Insurance - Liability	45,773	45,913	139	0.30
9610030 Insurance - Property	117,769	114,704	-3,065	-2.67
9610040 Insurance - Vehicle	5,578	13,218	7,639	57.80
9610060 Insurance - Other	27,688	12,550	-15,138	-120.62
9620010 Other General Expenses	24,946	0	-24,946	N/A
9698000 TOTAL GENERAL EXPENSES	1,244,242	1,152,300	-91,943	-7.98
9699000 TOTAL OPERATING EXPENSES	11,196,880	13,931,451	2,734,571	19.63
9700000 MOD REHAB AND SPC EXPENSES				
9700570 Rent to Owners - Bessie Coleman	165,697	0	-165,697	N/A
9700800 PORT-In (A/R Billings) (Negative represents collections from other PHA)	-338,391	0	338,391	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	-172,694	0	172,694	N/A
9710000 EXTRAORDINARY EXPENSES				
9710090 Pre-development Cost	900	92,057	91,157	99.02
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9719000 TOTAL EXTRAORDINARY EXPENSES	900	92,057	91,157	99.02
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	28,048,129	26,914,748	-1,133,382	-4.21
9730020 Housing Assistance Payments - FSS	51,067	0	-51,067	N/A
9730070 Utility Allowance to Tenants	27,282	0	-27,282	N/A
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	28,126,478	26,914,748	-1,211,731	-4.50
OPERATING EXPENSES	39,151,564	40,938,256	-1,786,692	-4.36
NET OPERATING INCOME BEFORE DEPRECIATION	5,547,899	164,964	5,382,935	3,263.10
9739500 OTHER EXPENSES				
9740000 Depreciation Expense	1,422,805	1,394,522	-28,283	-2.03
9859999 TOTAL OTHER EXPENSES	1,422,805	1,394,522	-28,283	-2.03
9998000 NET INCOME	4,125,094	-1,229,558	5,354,652	435.49

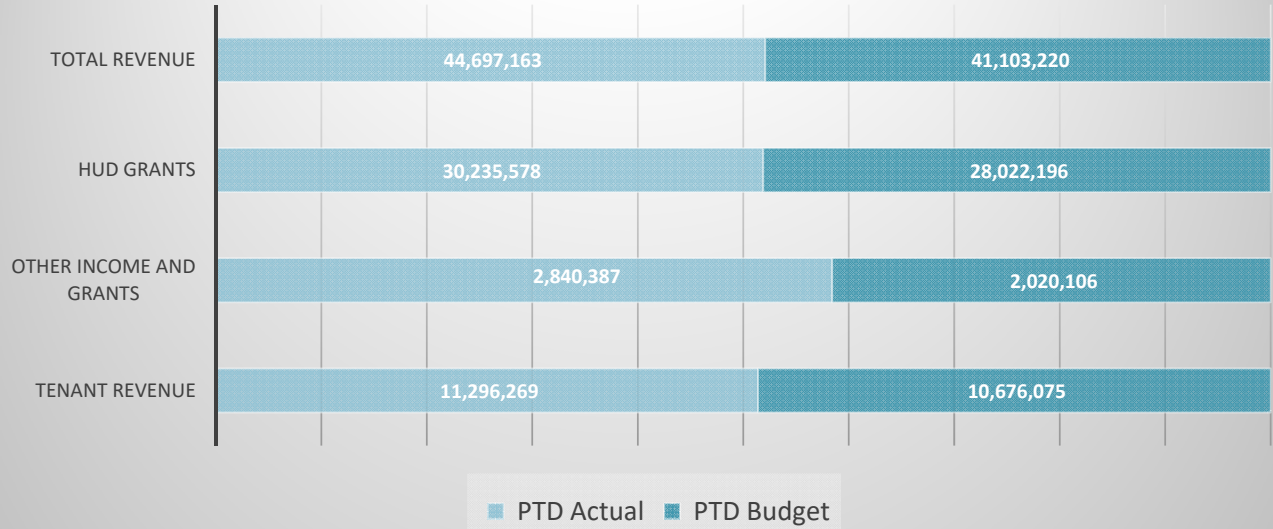
Attachment 3

Budget Comparison (with PTD)

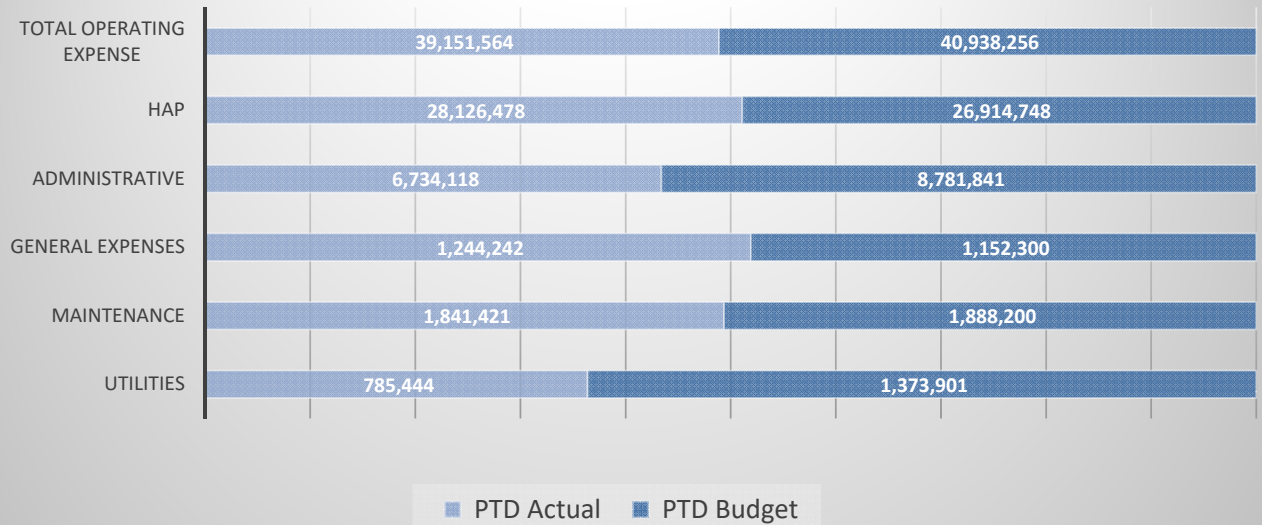
Period = Jul 2020-Apr 2021

Book = Accrual

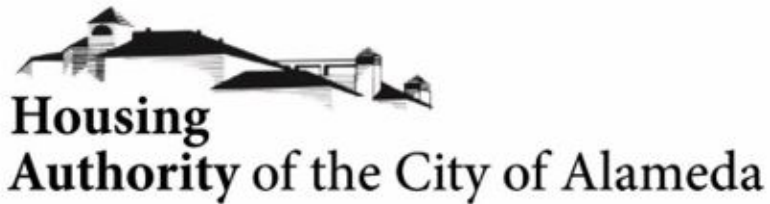
AHA REVENUE - ACTUAL VERSUS BUDGET (PTD)



AHA EXPENSES - ACTUAL VERSUS BUDGET (PTD)



Note - Categories less than \$100,000 and Depreciation not presented



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Josh Altieri, Community Relations Manager

Date: June 24, 2021

RE: Accept an Update of the Housing Authority's current Strategic Plan through June 1, 2021

BACKGROUND

In 2018, the Board completed a Strategic Plan process. This Plan has replaced the 2 Year Plan previously used for goal setting. Work plans and senior management goals have been aligned with AHA's Strategic Plan and its goals.

DISCUSSION

An update against the goals of the Strategic Plan is attached with an update column for each items status as of June 1, 2021. It was an ambitious work plan based on foreseeable activities, and progress has been made on most of the initial Strategic Plan goals, despite the pandemic arising in the past year and the number of staff vacancies at all levels. Staff provides an update to the Board on the Strategic Plan twice a year. The next update will provide goals for the coming fiscal year.

Due to the recent pandemic and the fact that the current plan still closely aligns with the work of the agency, staff are proposing to extend the current plan to June 30, 2023, with a goal of starting the new plan process in fall 2022.

RECOMMENDATION

Accept an Update of the Housing Authority's current Strategic Plan through June 1, 2021.

Respectfully submitted,

DocuSigned by:

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 Josh Altieri
 Community Relations Manager

Attachment(s):

1. AHA Strategic Plan Review



	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	71 Lead
Strategic Goal #1: AHA works with community partners to optimize affordable housing and services for the Alameda community					
1.A	Continue to engage board, staff and community stakeholders in discussion of AHA's long-term real estate development strategy.	Presented Housing Development business plan to the Board in January 2020. Staff worked extensively with Building Futures, Alameda Point Collaborative, Habitat and other housing advocates to get North Housing development plan approved. Held community meetings, responded to public enquires, gave presentations and did outreach/newsletters on AHA's housing efforts.	Presentation to BoC by August 2021 of the Alameda Development Pipeline Report, as required in the Services Agreement with the City, including any new income target to be served. Continue to review options for housing above 80% AMI.	The Alameda Development Plan Update was presented to the BoC in April 2021. City Council and Planning Commission approval of the site development plan for North Housing in September 2021. Design work is in progress.	Director of Housing Development
1.B	Discuss options for addressing the housing crisis by providing housing that serves households at 60-120% area median income.	Providing 80% units at Rosefield and IP. Held BoC session on housing at 80%+ AMI in June 2020.	See above.	Negotiated loan and affordability restrictions at 1825 Poggi Street that will restrict 74, and up to 136 apartments at 80% of area median income over a 10 year period to serve moderate income households. This agreement is expected to be signed in June 2021.	Director of Housing Development
1.C	Collaborate with homeless housing service providers to successfully implement a plan to house the formerly homeless at the North Housing site. Collaborate with multiple partners to develop the vision for the entire North Housing site.	Architect RFQ issued and architect chosen. Discussion continued through the year with the partners and ad hoc committee on the Permanent Supportive Housing (PSH) building. Progress stalled during COVID but is due to start again on September 2.	Restart negotiations; reword MOU if necessary; complete schedule, design and initial proforma for the PSH site, start application funding process by August 2021. Complete demolition by February 2021.	MOU update is nearly completed, and we are adding a term sheet that will detail additional financial and timing issues. Expected to be signed August 2021. Demolition was completed in May 2021. Initial design and pro forma have been developed as of May 2021.	Director of Housing Development
1.D	Explore program enhancements and continue outreach to recruit and retain landlords in the HCV program.	Expanded the landlord incentive programs to include units where one Section 8 tenant moves out. Created new landlord brochure. Held landlord workshops. Achieved longer listing of available Section 8 units than in past 6 years due to COVID 19 and outreach. Launched landlord portal to increase ease of access by landlords. Worked with the City Staff and Council to waive rent fee for Section 8 units for one year.	Maintain outreach and incentive program for landlords. Hold landlord workshops in new online format. Manage full implementation of landlord portal and encourage utilization. Review whether to submit applications for special vouchers if offered by HUD.	Rent Program Update - Rent Program Informational Workshops are offered remotely, twice a month. The Rent Program brochure has been updated and the updated Landlord Pocket Guide will be finalized by end of June. The new Rent Registry database has been implemented and provides landlords with variety of functions which ease access; including online registration, fee payment, petition application and document submission (including CIP plans and buyout agreements).	Director of Housing Programs/Director of Rent Programs
1.E	Assess gaps in resident services and explore new partners for enhanced services when feasible.	Staff presented a memo to BoC in 2019 detailing the services available for AHA residents and program participants. Expanded services for Foodbank and LifeSTEPS due to AHA donations of funds as part of COVID 19 response. Took over all food deliveries for AHA properties. Staff have been delivering food now for 5 months to 150 families every two weeks.	Continue to run the Food Bank operations for AHA tenants until health crisis lifts. Review options for reduced cost Wi-Fi for all tenants.	Ongoing food bank operations in place. Reviewing options for federal Wi-Fi assistance.	Deputy Executive Director /Community Relations Manager
1.F	Create appropriate communication tools and evaluate resources needed to tell AHA's story and promote AHA's mission.	Newsletters, email blasts and urgent to communications have been developed over the past 12 months and rapidly expanded during COVID 19	Hire a Communications Manager	ICD portion of the website updated to include projects; Virtual Groundbreaking for Rosefield video released in spring 2021. Community Relations Manager is hired Jan 2021 and starting multiple projects.	Executive Director

	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	72 Lead
Strategic Goal #2: AHA uses its resources efficiently					
2.A	Automate accounting systems.	Completed third party-review of Yardi implementation; Implemented online invoice and journal entry processing, as well as ACH payments for vendors. Other upgrades include Rent Café and eLearning modules. Transferred Independence Plaza to Yardi affordable which allows for better tracking of financial and other data.	Continue to look at opportunities to implement technology upgrades in Finance.	Launched Vendor portal integrated into Yardi. Vendors are adapting to ACH versus manual checks. Finance staff utilizing electronic documentation versus paper back up for transactions.	Finance Director
2.B	Implement on-line tenant and landlord services to make dealing with AHA as convenient as possible and reduce staff time spent on processing.	Completed annuals and interims income verifications online in Yardi; implemented landlord portal	Complete full roll out of landlord portal and tenant portal. Conduct online waitlist opening in 2021.	Tenant and landlord portals launched. Applicant portal ready for launch.	Director of Housing Programs/Senior Management Analyst
2.C	Review policies and procedures across programs to improve efficiencies, set common standards and adopt best practices	Ongoing. Review of IT, FSS and hearing processes by third party led to process changes. Updated procedures in most department due to new work methods during COVID. Various policies brought to Board - Employee Handbook changes, privacy policy, IT policy etc.	Ongoing review of policy changes as needed and upgrade of procedures.	Staff training held on hearing process. Process/procedure changes due to COVID continuing. Employee Handbook revision planned for upcoming year.	All Directors
2.D	Rehabilitate AHA's properties in accordance with the Board-approved capital improvements based on portfolio capital needs assessments to maintain AHA's high standards in occupancy levels, property condition, energy efficiency and curb appeal.	A range of CIP projects were undertaken in 2019-20 to improve the property conditions and curb appeal. Four major unit rehabs were undertaken and are almost complete. CIP information is included each month in the BoC Property Operations report.	Staff have presented a full CIP budget for FY 2020-21 etc. but due to COVID this may be delayed.	CIP projects were put on hold due to COVID; however we anticipate starting these again when the new Project Manager is hired, which is expected to be hired in September 2021.	Directors of Portfolio Management, Housing Development and Deputy Executive Director
2.E	Analyze option of applying for "Moving to Work" status as a Public Housing Agency.	Applied for MTW in 2019 but was turned down due to size of eligible participant pool	Continue to review new opportunities in 2020 to apply.	Preparing application for August 2021 to apply to Cohort #4, Landlord Incentives.	Executive Director/Senior Management Analyst
2.F	Fine tune AHA's best practices by visiting with other housing authorities and affordable housing owners/managers to learn about their most innovative and impactful operating practices.	Executive Director established weekly meeting with other Bay Area EDs since COVID to exchange best practices; Executive Director served as chair of California Association of Housing Authorities and actively participated in discussions with other PHAs and the Governor's office on best practices. Various staff have presented at various conferences and trainings and are members of professional groups. Director of Housing Programs and Senior Management Analyst host meetings quarterly with other Section 8 program staff at other PHAs.	Continue these efforts in 2020-21.	Director's Roundtable for Housing Choice Voucher program continued through present utilizing zoom and other online platforms. Meetings with East Bay EDs continues. ED continues to lead CAHA's conferences. AHA is leading the EHV collaborative for Alameda County PHAs.	Executive Director

	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	73 Lead
Strategic Goal #3: AHA retains and recruits excellent staff					
3.A	Improve work space for staff, within certain financial and physical limitations.	Significant reworking of the work space at 701 Atlantic has taken place since March 2020 due to COVID 19. Staff continue to look at other options for more space to rent or create. A significant investment was made in IT hardware and software to support and transition approximately half the staff working remotely.	Continue to review medium to long term plans for staffing and seating. Complete feasibility study of the garage conversion . Hire additional Senior Management Analyst to assist with technology upgrades. Continued telecommuting and upgrades will be dependent on more IT support for the agency.	Hiring of a second Senior Management Analyst complete. New office secured, plans in place to remodel maintenance garage for long term solution to need for additional space. Telecommuting put in place to address pandemic; this will lessen as office reopens over upcoming months.	Director of HR and Operations / Deputy Executive Director.
3.B	Continue to provide robust training and cross-training for staff.	Staff were trained/retrained on HQS, HCV, asset management and several other topics. Other training is now all online due to COVID 19. Mandatory HR training has also been moved on line as well. Additional training was provided on diversity, equity and inclusion in August 2020 and will continue.	Continue to identify creative opportunities for training and coaching in the current COVID environment.	Online training has continued and will keep in place for mandatory training. Will work to bring back some live training if possible over upcoming year, including recertification courses. Diversity, equity and inclusion (DEI) will remain a focus.	Director of HR and Operations / All
3.C	Foster an environment of appreciation, acknowledgement and constructive feedback.	Providing opportunities for such feedback is increasingly important in the COVID environment since there are no social opportunities and fewer in person interactions. Planned team retreats were postponed.	Repeat the staff satisfaction survey by December 31, 2020. Provide presentation and retention data by March 2021. Directors to hold team retreats via zoom if possible.	Staff survey repeated and presented to Board in April and then to staff in May. Departmental retreats are active and in process.	Director of HR and Operations / All
3.D	Seek to hire from within where appropriate.	2 employees were promoted internally this year. 12 new hires were made.	Continue to provide advancement opportunities to existing staff when feasible.	1 promotion made in 2021 to date. Continue to make opportunities available where possible.	All Directors
3.E	Conduct a job classification and compensation study to ensure AHA's total compensation package remains competitive in the marketplace.	Completed compensation studies for all staff groups - directors, exempt and non exempt and the results were presented to BoC.	Start job classification in 2021-2 if pandemic is over.	This work has not yet started, plan for 2021-2022.	Director of HR and Operations

AHA STRATEGIC PLAN REVIEW - SEPTEMBER 1, 2020

	Key Actions from Strategic Plan	Progress Update for 2019 and 2020	Proposed Goals for 2020-21	Progress Updates as of June 2021	74 Lead
Strategic Goal #4: AHA is financially prepared for future challenges					
4.A	Adopt a dashboard of key performance metrics to track financial performance of the authority.	Additional graphics added to monthly financial report. Streamlined BoC reports for Housing Programs and Property Operations to provide more data and trends over the year.	Move to quarterly financial reports for BoC with a dashboard approach. Implement quarterly asset management reports for BoC for portfolio performance.	Additional dashboard included in monthly financial reports. Will move to quarterly starting in Fiscal Year 2022. Quarterly reports for LIHTC properties in place.	Finance Director/Asset Manager
4.B	Review the long term operation of the HCV program to maximize support to Alameda low income families and meet federal regulations while reducing its dependency on subsidy from other AHA programs. Continue to manage the short-term cash flow needs of the HCV program.	The operational costs came in significantly below budget for year ending June 30, 2020 due to reduced central costs and delayed hiring.	Continue to explore options for cost reduction (while maintaining customer service and program standards) including technology upgrades, possible increased use of third party vendors. However costs are expected to remain higher in 2020-21 due to COVID 19 and widespread, paid absences.	As of June 2021, AHA has implemented multiple dashboard and upgrades to the or Yardi system. The annual, interim portals were launched followed by the landlord portal. The Applicant portal launched by year end in time to process the HCV and PBV waitlist using the online portal. During the health emergency AHA utilizes a vendor to assist with processing annuals recertifications due to unplanned staff time out of office.	Director of Housing Programs
4.C	Secure funding for AHA's pipeline of affordable housing developments and complete these projects in a cost-effective and timely manner. Explore creative options for managing costs of housing production going forward.	Rosefield financing is secured and project started construction in August 2020. Demolition started at North Housing in same month.	Manage and monitor Rosefield and North Housing demo to the budget/schedule. Provide a summary to the Board by August 2021 of cost drivers for affordable housing.	As of May 2021, Rosefield is over 25% complete and the North Housing demolition is 100% complete. Rosefield is on schedule and North Housing demolition was delayed due to the need for additional abatement.	Director of Housing Development
4.D	Review the long term operations of the Property Management functions in the light of future refinancing and rehabilitation. Monitor and manage the short-term and long term operating needs of the properties.	Outsourced 100 units in July 2020 to JSCo. Just three properties (371 units) remain with AHA - Independence Plaza, Esperanza and Ann B Diamant.	Review staff needs and job responsibilities for small portfolio. Review options to complete the transfer of the three sites to JSCO in 12-24 months and report back to the Board by August 2021.	As of 1/1/21, Esperanza moved to third party management with JSCO. This leaves Independence Plaza and Anne B Diamant as the remaining two properties under AHA Portfolio Management.	Deputy Executive Director & Director of Portfolio Management (once hired).
4.E	Continue the Family Self-Sufficiency program as long as HUD provides funding.	Funded by HUD for 2019 and 2020. Application for 2021 funding was submitted recently. Enrollment remains above the 25 minimum	Continue program. Seek to increase enrollment to help families that have lost income due to COVID. Provide more online services to FSS participants	As of June 2020, AHA has 28 participants and has continued outreach efforts to increase enrollment. AHA launched online support and enrichment classes to continue to support the participants remotely during the health emergency.	Director of Housing Programs
4.F	Prepare strategic Asset Management Plans for AHA-owned properties, including Independence Plaza.	Asset Management tools and tracking were updated in 2020.	Individual plans are to be developed. The first plan will be a presentation to the BoC about Independence Plaza in Spring 2021	Due to change of staff, the Independence Plaza plan will be brought to the Board in by January 2022	Director of Housing Development
4.G	Create the authority's pension liabilities policy and adopt a plan for funding this liability.	Adopted by the Board in May 2020 and funded in June 2020.	Ongoing monitoring of the unfunded liability as part of the annual audit	Ongoing monitoring of the unfunded liability as part of the annual audit report to Boc in August 2021	Finance Director
4.H	Create an organizational reserves policy.	Initial discussions have started internally.	Staff to bring a an organizational reserves policy to the Board by August 2021	Staff presented a report on reserves to the Board at their May 2021 retreat. A reserves policy will return to the Board in fall 2021.	Director of Housing Development/Finance Director



Housing Authority of the City of Alameda

PHONE (510) 747-4300
FAX (510) 522-7848
TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: June 24, 2021

RE: Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Goldfarb & Lipman LLP in the amount of Two Hundred Thousand Dollars and Zero cents (\$200,000.00) up to a total not to exceed amount of Seven Hundred Thousand dollars and Zero cents (\$700,000.00) and Extend the contract for an additional year through October 23, 2022

BACKGROUND

Legal services for general counsel went through a competitive Request for Proposal process in 2018, and in October 2018, a contract was awarded to Goldfarb & Lipman LLP in the amount of \$350,000.00. Amendment #1 to this contract, made in November 2020, increased the amount of the contract to a not to exceed amount of \$500,000.00. This contract and the amendment were approved by the Board of Commissioners, as contracts in excess of \$250,000.00 are to be approved to the Board.

DISCUSSION

The contract executed on October 24, 2018 contained an initial term of three years, with extensions not to exceed two years, and a contract limit of \$350,000.00. The first amendment, executed on November 19, 2020, provided for an additional \$150,000.00 and a not to exceed amount of \$500,000.00.

Services provided under this agreement include provision of general legal advice to the Board of Commissioners, Executive Director, and staff relative to agency and Board matters, including representing the Agency in court and on other legal matters. Additionally, counsel now attends all Board of Commissioner meetings. Expenditures have continued to be towards the upper limit of the approved amount due to significant legal fees for development projects, increased presence at Board meetings, and the need to secure legal guidance on a number of Agency administrative matters, including but not limited to matters related to COVID and updating of procurement policies and procedures over the past year.

To date, a total of \$452,450 (rounded) has been spent on this contract, which is within the total of \$500,000.00 approved by the Board. However, it is anticipated that this amount may be exceeded prior to the end of the initial 3-year term of the contract, and management is therefore requesting an increase in the amount of the contract as well as an extension to the contract, which would otherwise end on October 23, 2021. Should the contract be extended for a final



Honorable Chair and
Members of the Board of Commissioners

additional year, management will come back to the Board with a contract amendment to reflect the new length of the contract as well as any increase to the not to exceed limit for the remaining term of the contract.

FINANCIAL IMPACT

Funding for this contract has been approved, and is budgeted for in the current and upcoming fiscal year. Legal fees will continue to be reviewed prior to submission of the following fiscal year's budget and prior to any further extensions of this contract.

RECOMMENDATION

Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Alameda Housing Authority and Goldfarb & Lipman LLP in the amount of Two Hundred Thousand Dollars and Zero cents (\$200,000.00) up to a total not to exceed amount of Seven Hundred Thousand dollars and Zero cents (\$700,000.00) and Extend the contract for an additional year through October 23, 2022.

Respectfully submitted,

DocuSigned by:
Janet Basta
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Janet Basta
Director of Human Resources and Operations

Attachment(s):

1. Contract Amendment #2

Attachment 1

AMENDMENT NO. 2 TO CONSULTANT AGREEMENT

This Amendment of a Consultant Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and Goldfarb & Lipman LLP, a California Limited Liability Partnership, whose address is 1300 Clay Street, 11th Floor, Oakland, CA 94612 (hereinafter "Consultant"), made with reference to the following:

RECITALS

- A. On October 24, 2018, a Consultant Agreement was entered into by and between AHA and Consultant.
- B. The Original Consultant Agreement limited the Compensation to Consultant to not exceed three hundred fifty thousand dollars and zero cents (\$350,000.00) for the initial three year term of the contract.
- C. On November 19, 2020, Amendment #1 increased the Compensation to Consultant to include an additional one hundred fifty thousand dollars and zero cents (\$150,000.00), and the total not to exceed amount was five hundred thousand dollars and zero cents (\$500,000.00).
- D. The effective date of this agreement shall be June 24, 2021.
- E. All conditions of the Consultant Agreement will remain the same except as amended below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

The Compensation to Consultant will include an additional two hundred thousand dollars and zero cents (\$200,000.00), and the total not to exceed amount will be seven hundred thousand dollars and zero cents (\$700,000.00).

The contract shall be extended for one additional year, through October 23, 2022.

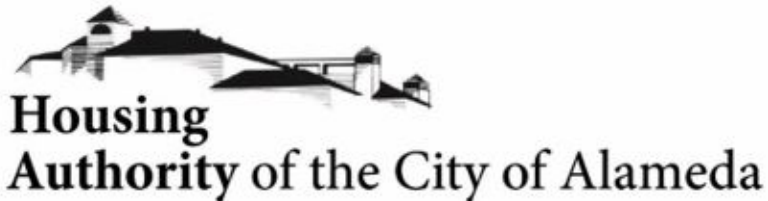
IN WITNESS WHEREOF, the parties hereto have caused this modification of the Consultant Agreement to be executed on the day and year first above written.

Goldfarb & Lipman LLP

Housing Authority of the City of Alameda

Jennifer K. Bell
Partner

Vanessa M. Cooper
Executive Director



PHONE (510) 747-4300
 FAX (510) 522-7848
 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Janet Basta, Director of Human Resources and Operations

Date: June 24, 2021

RE: Approve Juneteenth (June 19) as a one day additional paid holiday for AHA employees effective January 1, 2022 and authorize the Executive Director or designee to provide one additional floating holiday day for current AHA employees in recognition of the 2021 federal Juneteenth holiday.

BACKGROUND

On Thursday June 17, 2021, President Joe Biden signed legislation to make Juneteenth (June 19), commemorating the end of slavery in the United States, a federal holiday. A federal holiday generally means that non-essential federal government offices and services are closed. The establishment of Juneteenth as a federal holiday does not mean that Juneteenth is a holiday at the Housing Authority of the City of Alameda unless approved by the Board of Commissioners.

DISCUSSION

AHA Management proposes including Juneteenth as an additional recognized paid holiday at AHA in the upcoming changes to the Employee Handbook; this change would be effective for the 2022 Juneteenth holiday and would be included in the revisions to the Employee Handbook that are currently being addressed. As the Juneteenth legislation was signed just prior to June 19, 2021, and before any proposal could be provided to the Board, Management also proposes providing staff with an additional floating holiday to be used on a day of their choosing during calendar year 2021. Both the additional holiday this calendar year and the ongoing recognition of Juneteenth would be available to all employees who are otherwise eligible for holiday pay. While Management does not propose adding holidays to the AHA holidays schedule for all federal and/or federal commemorative holidays, it does propose adding Juneteenth in recognition of the significance of this day in American history.

FINANCIAL IMPACT

Funding for holidays is accounted for in the salary and benefits budget each year. The cost of providing an additional day of paid time off is approximately \$23,250.

RECOMMENDATION

Approve Juneteenth (June 19) as a one day additional paid holiday for AHA employees effective January 1, 2022 and authorize the Executive Director or designee to provide one additional



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021 79
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floating holiday day for current AHA employees in recognition of the 2021 federal Juneteenth holiday.

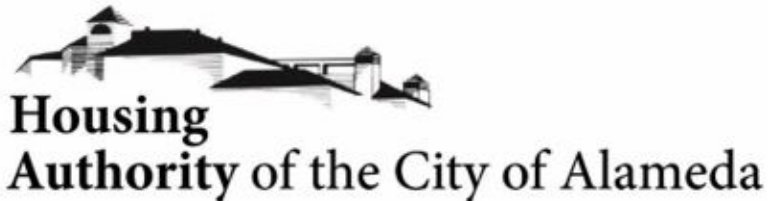
Respectfully submitted,

DocuSigned by:

Janet Basta

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Janet Basta
Director of Human Resources and Operations



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 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
 From: Tonya Schuler-Cummins, Senior Management Analyst
 Date: June 24, 2021
 RE: Conduct Public Hearing Regarding Cohort #4 Landlord Incentives

BACKGROUND

On January 7, 2021, HUD issued two PIH Notices (2021-02 and 2021-03) to request applications for the Moving to Work Program under Cohorts #3 and #4. Cohort #3 is for a demonstration program to test the efficacy of work requirements while Cohort #4 will test the effectiveness of landlord incentives. It was decided at the March 2021 Board of Commissioner's meeting to not pursue an application for Cohort #3; however, it was decided to move forward with the application for Cohort #4.

Three public meetings were held for Cohort #4. The first was held March 16, 2021 with one member of the public. A second meeting was held April 8, 2021 and the final meeting was held April 28, 2021 with three members of the public. During these three meetings, the incentives to be studied by the Department of Housing and Urban Development (HUD) were presented along with the incentives selected by the Housing Authority of the City of Alameda (AHA).

Before the application can be submitted to HUD, two more public actions are needed: a Public Hearing to consider public comments on the application a resolution by the AHA's Board of Commissioners (or equivalent governing body) to approve the MTW Plan and application package by resolution no less than 15 days after that public hearing. This resolution must contain: confirmation of the PHA's desire to obtain MTW designation under the fourth cohort of the MTW Expansion; a statement of the intention to comply with the MTW objectives, the MTW statutory requirements and the MTW Operations Notice; confirmation that the PHA met the public process requirements in this section of this Notice; and a statement of the commitment to implement the landlord incentive activities proposed in the MTW Plan and application package. A public hearing was conducted in May 2021, but notice was not placed in the paper, so this is a second public hearing to make sure the notice can be included with the resolution.

DISCUSSION

Under PIH Notice 2021-03, the AHA must select at least two activities from a list of nine for HUD to study under Cohort #4. The list of nine incentive activities that the AHA had to select from were (a summary is provided here, but more information can be obtained from the above PIH notice and the MTW Operations Notice):



- Allow Payment Standards to go up to 120% of Fair Market Rents (FMR)
- Use Small Area FMR (SAFMR) to set Payment Standards
- Vacancy Loss (between Housing Choice Voucher (HCV) participants)
- Front-end Vacancy Loss Payment (before an HCV participant, but after a market-rate tenant)
- Damage Claims
- Pre-Qualifying Unit Inspections – inspecting the unit up to 90 days before an HCV participant moves into the unit
- Alternate Inspection Schedule
- Waiver of Mandatory Initial Inspection
- Other Landlord Incentives – One example given was for incentive payments up to one month of contract rent (signing bonus)

At this point, the AHA intends to implement the following four options from HUD's list:

- Vacancy Loss (between HCV participants)
- Front-end Vacancy Loss Payment (before an HCV participant, but after a market-rate tenant)
- Pre-Qualifying Unit Inspections - inspecting the unit up to 90 days before an HCV participant moves into the unit
- Other Landlord Incentives - Incentive payments up to one month of contract rent (signing bonus)

Staff have experience with various damage claim programs from past HUD programs, and these claims tend to be very time consuming to process for a minimal benefit to landlords. In many cases, landlords are upset at the end of the damage claim process because it is a long, tedious process for small returns (normally). The age of the unit and depreciation for all elements in the unit along with the tenant's security deposit all have to be accounted for before a claim is paid out.

The AHA continues to monitor its payment standards and the rents, and the difference has been small. In 2020, rents dropped, so the AHA was unable to approve a lot of rent increases, but this was because of the comparable rents and not the payment standards. Several requests for rent at the payment standard level were recently denied due to the lower comparable rents.

There were three Housing Quality Standard options to consider. The implementation of the waiver for initial inspections would not allow the AHA to consider either of the other two inspection activities. The restrictions on the unit requirements to allow the participant to move in without an inspection made it likely that most times an inspection would be required as most units are over 5 years. Since landlords have expressed concern over the time it takes to inspect units prior to move-in, the AHA decided this was a better fit for the City of Alameda. Staff talked to staff from the Oakland Housing Authority, which has a similar MTW activity, and staff stated this was a very popular program with landlords and that many were pleased with the option to pre-inspect units.

The AHA's non-federally funded landlord incentive program has been working well, so the AHA decided to continue the program or a variation of the program by implementing the Other Landlord Incentives. This option would allow staff to increase the bonus from \$500 each to an amount up to one month of contract rent.

FINANCIAL IMPACT

No financial impact at this time.

RECOMMENDATION

Conduct Public Hearing Regarding Cohort #4 Landlord Incentives.

Respectfully submitted,

DocuSigned by:

Tonya Schuler - Cummins

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Tonya Schuler-Cummins
Senior Management Analyst

Attachment(s):

1. Draft MTW Application

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Appendix 3: Required Standard Forms

Appendix 4: Other Supporting Documentation

MTW PLAN

(1) VISION FOR PHA'S LOCAL MTW PROGRAM

The primary goal of the Housing Authority of the City of Alameda (AHA), in partnership with the entire community, is to advocate and provide quality, affordable, safe housing; encourage self-sufficiency; and strengthen community inclusiveness and diversity in housing. AHA's Vision Statement is: "The Housing Authority of the City of Alameda shall continue to be recognized for creatively seeking ways to expand the availability of affordable housing through Alameda, for caring professional staff, and excellent service provided fairly to all".

Alameda City is located very close the city of San Francisco and Silicon Valley, the technology hub of the country, with headquarters for Apple, Facebook, and Google, to name just a few. While the high-tech industry has benefited the economy, it has unfortunately out bid low-income households. Fair Market Rent (CY2021) for a two-bedroom unit is \$2,383 per month. A full time, minimum wage worker earns approximately \$15 per hour or \$2,600 per month. Considering other expenses, rents are clearly unattainable for the minimum-wage earning households who are not a part of the assisted housing programs. The low-income family is at a disadvantage when competing with high-earning households that can afford to offer landlords more in rent than the asking price to secure units. At the same time, COVID-19 has highlighted the technology divide between low-income households and others while companies have moved almost all online and families have had to provide internet to allow students to participate in online learning at home.

During participation in Cohort #4, Landlord Incentives, the AHA will be using creative methods to encourage new landlord participation and continued landlord partnerships expanding housing choice for all voucher holders. During this cohort study, the AHA will continue to develop and maintain quality affordable housing for low-income residents, providing more housing choice along the entire spectrum of housing continuum. The AHA has been committed to helping participants in the Housing Choice Voucher program find units in its jurisdiction for many years and has implemented a non-federally funded landlord incentive program for the last few years.

AHA would like to expand partnerships in the area to assist low-income families in increasing computer access and literacy while earning skills to become more self-sufficient. After participation in the four-year Cohort for Landlord incentives, the AHA would like to design, implement, and sustaining exceptional programs that invest in the residents to become self-sufficient through an array of educational, employment, and economic platforms including exploring the possibility of offering incentives to families to participate in training programs or increasing the ability of participants to attend community college or universities.

The AHA has implemented many online solutions that assist with data integrity and effectiveness of staff such as portals for landlords, applicants, and participants. In order to increase the cost effectiveness of its programs, the AHA would continue

MTW PLAN

developing and promoting policies that increase cost-effectiveness while shifting our focus from paper to people and outputs to outcomes.

The staff primarily responsible for the administration of the MTW will be the Director of Housing Programs in collaboration with the Executive Director, Senior Management Analyst and two Housing Programs Supervisors. The Director of Housing Programs has worked at three Public Housing Authorities (PHAs) including one MTW agency over her 18 years in the field. She has led the assisted programs at the AHA since 2016. She has operated both Public Housing units and Housing Choice Voucher programs efficiently and effectively while leading teams to achieve high PHAS and SEMAP scores. The Executive Director has been with the AHA since 2014 and has over 15 years working in a PHA. She has led the agency forward making many organizational changes to improve the efficiency of the agency, including maintaining voucher lease up and expanding the affordable housing supply in the City building two newly constructed LIHTC properties developed by AHA with another 90 units under construction and an additional 586 units in development. Her vision and strong leadership elevates the AHA to a leader in the area providing assistance to other PHAs that look to implement policies, procedures, or systems that the AHA has already implemented and perfected. She previously worked at the County of Santa Clara Housing Authority, an MTW agency, for over 6 years. This experience allowed her to make many strides forward in disposing of the public housing into an affordable LIHTC portfolio as the Real Estate Services Director and to utilize MTW flexibility to expand housing choice, improve administrative efficiency and increase resident self-sufficiency. The Senior Management Analyst has also worked for three PHAs including a MTW agency over the last 16 years. During her nine-year tenure with AHA, she has implemented many new software solutions for all staff including online portals prior to COVID that allowed staff to continue to provide high customer service during the pandemic including timely processing of income decreases reported online by participants with smart phones, tablets, or computers. One Housing Program Supervisor has been with the AHA for 25 years starting as a caseworker, being promoted to the Family Self-Sufficiency Coordinator, and most recently being promoted to a Housing Programs Supervisor. She has a solid understanding of the AHA and its procedures. The second Housing Program Supervisor has been with AHA since January 2021 but joined the agency from another Bay Area PHA where she was a part of the Housing Choice Voucher team. She brings a strong knowledge of the program and numerous ideas to improve the program.

The AHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's

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initiatives to affirmatively further fair housing that require the AHA's involvement and by maintaining records reflecting these analyses and actions.

(2) PLAN FOR FUTURE COMMUNITY/RESIDENT ENGAGEMENT

The AHA plans to continue to engage assisted households by publishing notices for public hearings in all newspapers in the area including in the following languages: Tagalog, Vietnamese, Spanish, and Chinese. Conducting Town Hall meetings with residents and participants in the voucher programs, inviting the public through newsletters, website posting, Facebook page announcements and using other social media outlets.

Also by mailing out to the established wait list opening outreach listing, which has around 150 agencies on it working with families and sending an e-mail blast to individuals who provide their e-mail for contact through the AHA's website.

(3) PHA OPERATING AND INVENTORY INFORMATION

The AHA does not operate any public housing. The Annual Contributions Contract (ACC) for its Housing Choice Voucher program is 1885. As of May 5, 2021, the AHA was assisting 1400 families. These families include 40 Veterans Affairs Supportive Housing (VASH) families, 18 Family Unification Program (FUP) families, 55 Near Elderly Disabled (NED) families, and 338 units assisted under Project-Based Voucher contracts.

Some demographics of the current household assisted by the AHA:

- 69% of households have a female head of household
- Average annual income: \$22482
- Average time on program: 8 years
- Average Housing Assistance Payment: \$1766
- 30% of all individuals on the program have a disability
- 37% of assisted adults are a person with a disability
- 76% of households identify with a race other than white

The AHA does not anticipate any major changes in the demographics of the households it serves. The AHA will open its wait list for most programs in 2021 but will do extensive outreach to all areas around the City of Alameda. In 2015 and 2016, the wait lists were open for the Housing Choice Voucher program (2015) and for the units assisted under the Project-Based Voucher program (2016). A random selection of all applications received (36,271 in 2015 and 21,952 in 2016) in each opening were

MTW PLAN

added to the wait lists. The demographics of both the applications received and placed on the wait lists reflected the demographics of Alameda County.

The AHA does not have any housing stock under its programs with HUD. The AHA and its affiliates own multiple complexes that are not directly assisted under any HUD programs. The AHA has developed two Tax Credit complexes in the last few years and has an additional two projects under development, but those would not be affected by the MTW program.

The greatest challenge the AHA faces in leasing Housing Choice Voucher units is the availability of units on the private market. The AHA anticipates that participation in this cohort would address that issue. The AHA has used non-federal funds for the last few years to pay a monetary incentive to landlords leasing new units under the Housing Choice Voucher program; however, the Board of Commissioners review the program periodically and could withdraw their support of the program at any time as the funds used for the incentives are coming from the rents of the units owned by the AHA and may be needed at any time to support the units generating the income. As of April 2021, the AHA has paid around 50 landlords the incentive.

The AHA applied for VASH vouchers in 2016, 2017, 2018, and 2019. The AHA was awarded two allocations of 5 tenant-based vouchers each and one allocation for 45 PBV vouchers. Unfortunately, one private landlord was unable to secure a subsidy layering review, due to a loss of its new construction funding by the deadline, so only 30 of the PBV vouchers were successfully leased up in new units.

The AHA has been innovative in the technology solutions it has implemented in the last five years to streamline the operation of the program and to allow online access to information by its applicants, participants, landlords, and vendors. The AHA was perfectly positioned in March of 2020 to quickly launch three new online portals as staff had already launched the first portal and was in process with one of the other portals. Due to the unexpected Shelter-in-Place implemented in the state of California, the launch of three of the four portals was moved forward and completed within months of the need to allow submission of documents without contact between the submitter and staff. Staff then completed procurement procedures as quickly as possible to select and implement other virtual platforms for the Board of Commissioners, the general public, and staff to allow even more streamlining of documents and increased efficiency.

(4) PLAN FOR LOCAL MTW PROGRAM

Over time, the AHA would like to reduce the administrative burden of the programs by streamlining processes, like using online portals where participants, applicants, and landlords enter the data directly, reducing the errors made by staff attempting to read the writing of others. By using MTW flexibility with regards to HAP funds, that will allow the costs of these programs to be covered. Looking into alternate tenant rent policies,

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after the study for Cohort #4, will allow the AHA to realize cost savings in the HAP payment for individual families and allow the AHA to possibly lease at its ACC with limited funds.

The AHA would like to make families self-sufficient over time in the programs by allowing skill building through self-sufficiency activities while looking at alternative rent models which allow the family to increase their portion of rent over time.

Housing Choice is a difficult objective for the participants in the AHA's program as the City of Alameda is located in the Bay Area with high rents. Landlords in the area do not need to rent to low-income families when higher income families will frequently pay more than the advertised rent to secure a unit. The AHA would like to increase the Housing Choice for the participants by increasing landlord participation, which is why Cohort #4 is a good fit for the AHA and by continuing to build low-income units.

(5) PROPOSED USE OF MTW FUNDS

The AHA does not have any public housing, so does not operate a traditional Section 9 program. The only flexibility of funding that the AHA would request is between the Section 8 Housing Assistance Payments (HAP) funds and the Administrative Fees. The AHA's voucher program is operating at a loss for Administrative Fees, so there are no fees available from that source to provide incentives for the landlords, so the AHA would use the MTW flexibility to use HAP funding to provide any financial incentives offered to landlords.

(6) EVIDENCE OF SIGNIFICANT PARTNERSHIPS

The AHA has significant partnerships with many other non-profits in the City of Alameda along with the local government. These include partnerships with:

- City of Alameda
- County of Alameda
- LifeSTEPS
- Boys and Girls Club
- Operation Dignity
- Alameda One Stop Career Center
- Wardrobe for Opportunity
- College of Alameda
- Alameda Adult School
- Find Financial Freedom
- Oakland Employment Development Department

The AHA currently provides non-federal funding to the Boys and Girls Club for sponsorships for any children of households residing in units owned by the AHA or families participating in any of its assistance programs such as the Housing Choice

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Voucher program. This allows any child to be able to participate in the after-school programming and summer programs without cost to the family. The AHA strongly supports providing families with key resources, so two Social Workers are also funded through non-federal funds to allow for case management and advocacy for families facing difficult situations. This program also provides onsite food delivery for the three largest housing sites owned by the AHA from the local food bank along with a variety of other programming for both families and seniors to support healthy living and financial self-sufficiency. The AHA has partnerships that allow participants to take college courses and build their credit score while receiving housing assistance in affordable units.

The AHA also works closely with non-profits such as Resources for Community Development and Satellite Affordable Housing Association to build and provide affordable units to low-income residents.

The AHA works closely with the City of Alameda in obtaining CDBG and HOME funds to help maintain current units and to develop new units and providing bus passes for residents of new complexes developed by the Housing Authority. The AHA also works with the County in administering units for its Shelter Plus Care program and these residents are also eligible for the services provided by the AHA from non-federal funds.

The AHA recently formed a new partnership with the Corica Park Golf Course to allow the AHA families and children free access to its golf, footgolf, and disc golf courses. Corica Park invites under-represented communities to try the game of golf and enjoy the benefits of being outdoors. AHA intends to expand partnerships and create more programming for AHA families that enrich the lives of children and broaden their outlook of the world. The vision is for the AHA to be able to augment these programs through the MTW program to provide more training and educational opportunities for children and participants of its programs.

LANDLORD INCENTIVES ACTIVITIES INFORMATION

(1) LANDLORD NEEDS ASSESSMENT

Many landlords participating in the AHA's program are one- or two-unit owners. These are small "mom and pop" operations with limited resources and support. These longer tenured landlords have long relationships with their renters and try to maintain the affordability of the unit for the family. The struggle has been to replace low-income families that vacate a unit with a new low-income family.

As stated above, the rental market for the AHA's jurisdiction is normally very tight with low-income families competing in a market with high wage earners. The island of Alameda is a location in which many families want secure housing due to the excellent school system, its separation from other Bay Area cities, and the culture of the island promoting a slower "small town" feel in the Bay Area.

Many of the units available in Alameda were built in the late 1800s or early 1900s, so are difficult for landlords to maintain on lower rents. Some landlords allow the units to deteriorate and families are forced to live in substandard units. The Housing Quality Standard inspections required under the Housing Choice Voucher program do not allow the owners to allow repairs to be put off like some market rate tenants, grateful to have a unit on the island, would allow.

Landlords have indicated that the reason units are not rented to participants in the Housing Choice Voucher program are that rents approved under the program are not comparable to the market, the agency is a tenant advocate, there are not enough benefits to the program to make it worth the hassle, lengthy inspection process, timely payment of landlords, figuring out who to contact with issues, and the hassle of not being able to talk with finance.

The AHA has taken steps to address the issue of contacting staff, but under a traditional Housing Choice Voucher program, the inspection process and hassle of contract signing is a weakness of the program. The AHA sends the unit to the inspections scheduler the same day it is received and schedules it for the next available inspection. Under MTW allowing pre-inspections would allow the agency to market the program to landlords and reduce the time once a participant selects the unit. Unfortunately, with a slight downward turn in the market, rents that were approvable two months ago are no longer approvable, while the market rate tenants are still paying the higher rents in some cases without knowing of the market downturn.

One of the strengths of the program that COVID has highlighted to owners is the ability of the program to increase the payments with a decrease in income of family members. Under current ordinances, landlords have not been able to collect rents due to COVID, so a record number of units are suddenly being made available under the AHA's programs. A second strength of the program is to allow AHA staff to help mediate between the landlord and tenant when communications fail between the two parties.

(2) MTW COHORT #4 ACTIVITIES

LANDLORD INCENTIVES ACTIVITIES INFORMATION

The AHA is selecting to implement the following activities from the Cohort #4 MTW Activities List:

- Vacancy Loss
 - Up to 1-month contract rent vacant between HCV participants
- Pre-qualifying Unit Inspections
 - Pre-inspection within 90 days before HCV participant begins occupancy
- Cohort Waiver 4.2 – Front-end Vacancy Loss Payment
 - Does not need to be between HCV participants
 - Less than one month of contract rent
 - Must update Admin Plan
- Other Landlord Incentives
 - Signing bonus – up to one month of contract rent

Landlords frequently express concern about the length of time to lease-up with the delay due to inspections. Pre-qualifying inspections will allow a decrease in this time and encourage landlords to work with the program.

Vacancy loss and front-end vacancy loss encourage landlords to rent to assisted households by offering a monetary advantage not obtained in the private market.

The AHA currently has a program that pays a flat \$500 to a unit rented to a participant under the Housing Choice Voucher program. This program has obtained about 50 new units during the time it has been implemented. In a jurisdiction that only has less than 900 families leased with landlords other than the AHA or a project-based voucher contract, this is a very successful program. Being able to increase the incentives to one month of contract rent (rather than the \$500 flat rate) could expand the program further.

(3) OTHER LANDLORD INCENTIVES AND INITIATIVES

The AHA has implemented a landlord portal to allow landlords to research HAP payments and to see the status of inspections. The AHA will continue to promote this new tool to landlords. The AHA also moved most landlords to an electronic payment to allow for the landlord to receive a timelier payment. Once HAP is received from HUD, the AHA makes the payment to the landlords immediately for direct deposit payments and mails the checks to other landlords. The AHA has also designated one staff member to provide customer service to all landlords and to answer any questions or problems.

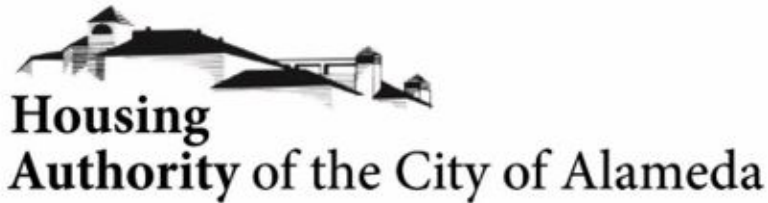
One item that the AHA may explore to assist with landlord retention is to form a listing of legal referrals for reduced legal costs for evictions with cause. The landlord must participate in mediation and allow the family an opportunity to correct a behavior, but if the participant does not conform to the requirements, the AHA may provide assistance with the termination of the lease and HAP contract for that tenant. The assistance

LANDLORD INCENTIVES ACTIVITIES INFORMATION

would be contingent on the landlord reviewing and giving serious consideration to all participant applicants.

The AHA would also like to provide landlord assistance for households aging in place or having other stability issues. This is an ongoing crisis in the City of Alameda as many baby-boomer are well into the process of aging in place. The AHA would contract with one or more 3rd parties, including non-profits, to provide assistance to landlords to deal with households that may no longer be able to respond to notices or pay rent timely due to issues with aging.

The AHA would also explore a program to pay for credit checks for applicants or participants looking to rent a unit but hindered by the price of a credit check.



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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Tonya Schuler-Cummins, Senior Management Analyst

Date: June 24, 2021

RE: Ratify the Executive Director's Acceptance of Emergency Housing Vouchers, Authorize the Executive Director to Sign a Memorandum of Understanding for Emergency Housing Vouchers, and implement two HUD waivers: to Increase the Payment Standards for EHV to 120% of FMR and to Implement a Revision to the Administrative Plan By Adding a Chapter Relating to EHV without Prior BOC Approval.

BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as "the ARP") into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHV's, the renewal of those EHV's, and fees for the cost of administering the EHV's and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, the Department of Housing and Urban Development (HUD) allocated 70,000 EHV's to public housing authorities and issued guidance on the administration of these EHV's.

DISCUSSION

On May 10, 2021, HUD notified the AHA of its allocation of 57 EHV's, and required the AHA to accept these voucher by May 24, 2021. Vanessa Cooper, Executive Director of AHA, indicated to HUD an acceptance of 57 EHV's on May 13, 2021. This acceptance will result in the issuance of the budget authority and administrative fees to support 57 EHV's by July 1, 2021.

Most of the regular Housing Choice Voucher (HCV) rules apply, but there are some differences between the two programs. The AHA is going to add a chapter to the Administrative Plan for the administration of the EHV's. The AHA needs to use the HCV1 waiver from PIH Notice 2021-14 which allows the AHA to implement changes to its Administrative Plan without prior Board of Commissioner approval. The AHA is working with the County of Alameda and three other Public Housing Authorities (PHAs), Berkeley, Oakland, and the Housing Authority of the County of Alameda, to write policies that will streamline the program between the four jurisdictions of the PHAs. As such, the entire section for EHV is only outlined and not completed. A draft has been attached for your reference, but this draft will change prior to implementation. HUD is urging expediency in the leasing of the EHV's, so AHA will have to begin issuing vouchers as soon as July 1, 2021.



One of the differences between the EHV program and the HCV program is the manner of admissions into the program. The AHA does not administer a waitlist for EHV, but rather, the County of Alameda is required to refer households from its Coordinated Entry System (CES). In order to receive and process these referrals, the AHA must have a Memorandum of Understanding (MOU) with the County of Alameda. In order to streamline the program for the County who must refer to all PHAs in its jurisdiction, the AHA is working with the County and the other three PHAs to have one MOU under which all five entities will operate.

This MOU has been reviewed by the Executive Director of the AHA and AHA's legal counsel. It is almost ready for execution but was not ready by the preparation of this memo; however, funding for the EHV program begins July 1, 2021, and HUD is asking that PHAs streamline all processes that can be streamlined to ensure the success of this program. As such, HUD has put forth an aggressive timeline for the EHV with increased administrative fees being paid for vouchers that are housed quickly. The MOU would be brought to the Board of Commissioners at the meeting directly after its execution for ratification. The MOU is being based off of HUD's outline, but some terms are PHA or jurisdiction specific. The HUD proposed MOU is attached for your reference, but the actual MOU will be slightly different.

A second difference between the programs is the allowance of implementing a payment standard up to 120% of Fair Market Rents (FMR). This allows the EHV's to have a higher payment standard than the HCV while looking for a unit. This is in an effort to mitigate other leasing obstacles faced by homeless families by allowing higher rents than other voucher holders. The units would still need to pass a rent reasonableness test to ensure that the AHA is not paying more than unassisted unit rents.

FINANCIAL IMPACT

The ratification of the acceptance of the EHV vouchers will result in Housing Assistance Payment (HAP) of approximately \$1,294,848, Administrative Fees of approximately \$90,636, and EHV specific administrative fees of \$222,300. The administrative fees may be higher if the AHA can meet HUD's deadlines for leasing the program. HUD will continue funding the program until the allocation is exhausted, so the AHA has put language in the draft Administrative Plan chapter to allow the termination of EHV if funding ceases.

RECOMMENDATION

Ratify the Executive Director's acceptance of Emergency Housing Vouchers, authorize the Executive Director to sign a Memorandum of Understanding for Emergency Housing Vouchers, and implement two HUD waivers: to increase the Payment Standards for EHV to 120% of FMR and to implement a revision to the Administrative Plan By adding a chapter relating to EHV without prior BOC approval.

Respectfully submitted,

DocuSigned by:
Tonya Schuler - Cummins
89411A51346D497...

Tonya Schuler-Cummins
Senior Management Analyst

Attachment(s):

1. Draft Administrative Plan Chapter 19
2. HUD MOU Template



Attachment 1

DRAFT**Chapter 19****EMERGENCY HOUSING VOUCHERS****Effective July 1, 2021****INTRODUCTION**

This chapter describes the HUD regulations and PHA policies related to the Emergency Housing Vouchers (EHVs) as outlined in PIH Notice 2021-15.

Part I: Overview of the Program. General overview of the EHV program and goals.

Part II: Eligibility and Admissions. Policies related to eligible families and admission into the EHV program.

Part III: Continued Occupancy. HCV Policies will govern the EHV program.

Part IV: Termination and Reissuance. Policies related to termination and reissuance of EHV program vouchers.

PART I. OVERVIEW OF THE PROGRAM**19-I.A. OVERVIEW**

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this notice as “the ARP”) into law, which provides over \$1.9 trillion in relief to address the continued impact of the -COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses.

Section 3202 of the ARP appropriates \$5 billion for new incremental EHVs, the renewal of those EHVs, and fees for the cost of administering the EHVs and other eligible expenses defined by notice to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

Under PIH Notice 2021-15, in May 2021, HUD allocated 70,000 EHVs to public housing authorities and issued guidance on the administration of these EHVs. The AHA was allocated 57 EHVs. The AHA cannot reissue any turnover EHV after September 30, 2023.

All other sections of this Plan apply to EHV unless explicitly stated otherwise in this chapter or HUD regulation or guidance. COVID waivers applied to the regular HCV program that are eligible to the EHV program will be applied to EHV. These updates are posted on the AHA’s website if in effect.

19-I.B. FUNDING AND USES OF FUNDING

Funding and its approved uses are spelled out in PIH Notice 2021-15.

ADMINISTRATIVE FEES

Administrative fees received for EHV can only be used for EHV and must be recorded separately for the Administrative Fees of other AHA programs.

- **On-going monthly administrative fee:** received to administer the program calculated the same as under the Housing Choice Voucher program
- **Preliminary Fee:** single, one-time payment
- **Placement Fee/Expedited Issuance Reporting Fee:** one-time fee received for initial lease-up of each EHV. Amount depends on time to lease.
- **Service Fee:** one-time fee for each EHV allocated.

At the recommendation of the Director of Housing Programs and with the Approval of the Executive Director or designee, one-time administrative fees may be used for other eligible expenses (see next section).

QUALIFIED ACTIVITIES FOR ONE-TIME ADMINISTRATIVE FEES

Each EHV household shall be eligible for up to \$3500 of services; choice and provision of the services will be at the AHA's discretion.

1) Housing Search Assistance

- a) Identify and visit possible units including ADA accessible
- b) Transportation and directions
- c) Rental application assistance
- d) Expedite leasing process

2) Security Deposit/Utility Deposit/Rental Application/Holding Fee Uses

- a) Application fees/non-refundable administrative or processing fees/refundable application deposit assistance
- b) Holding fees
 - i) Owners must return any fees paid by the AHA unless the client is at fault for not entering into a lease
 - ii) An owner must return the fee if the owner does not make the needed repairs to meet HQS.
 - iii) A written agreement must be signed detailing the use of the fee towards the deposit and the need for its return if required
- c) Security Deposit Assistance
 - i) Cannot exceed the less of
 - (1) Two month's rent
 - (2) Maximum security deposit allowed under law
 - (3) Actual amount required by owner for other unassisted units
 - ii) The AHA will pay the security deposit directly to the owner

- iii) The owner must refund the security deposit to the AHA at the end of the tenancy less any amounts retained by the owner in accordance with the lease and California State law.
- d) Utility deposit assistance/utility arrears
 - i) Can be provided for deposits (including connection fees)
 - ii) The AHA will pay the utility deposit to the family
 - (1) The family must provide within 14 days of receipt of the utility deposit documentation from the utility provider of the paid utility deposit
 - iii) The AHA will pay to the family a utility deposit up to \$2000 to pay balances with gas, electric, water, sewer or trash providers
 - (1) The family must provide within 14 days of receipt of the utility deposit documentation from the utility provider of the paid utility bills
 - iv) The family must return any deposits returned by the utility supplier (less any amounts retained by the utility supplier) along with documentation of the amount returned to the family by the utility company within 30 days.
- 3) **Owner-related Uses**
 - a) Owner recruitment and outreach
 - b) Owner incentive and/or retention payments
 - i) The AHA will make one-time incentive payments of \$500 at the lease-up of an EHV family at the owner's request. In taking this fee, the owner agrees to contact the AHA prior to an eviction of an EHV family to allow for intervention of an EHV caseworker to review if an issue can be resolved in a manner other than eviction.
 - ii) The AHA will only make one ongoing payment at lease renewal, if funding is available. This payment would be \$100.
- 4) **Other Eligible Uses**
 - a) Moving Expenses (including move-in fees and deposits)
 - b) Tenant-readiness services
 - i) Fees may be paid for customized plans to address or mitigate barriers as determined by the referring agency caseworker if other families do not receive the services without a fee
 - c) Essential household items
 - i) The AHA will not use fees for purchase of essential household items
 - d) Renter's insurance if required by lease

19-I.C. RESPONSIBILITIES UNDER PROGRAM

Agencies with MOU's with the AHA will refer families according to the terms in the MOU. The AHA will issue and administer the EHV.

PART II. ELIGIBILITY AND ADMISSION

19-II.A. ELIGIBILITY

To be eligible a family must be:

- Homeless;
- At risk of homelessness;
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

The definitions for eligibility are found in PIH Notice 2021-15 section 8.a. These definitions will be used rather than definitions provided in other parts of this Administrative Plan.

19-II.B. DENIAL OF ASSISTANCE

Section 3-III.B Mandatory Denial of Assistance [24 CFR 982.553(a)] does not apply to EHV, instead the following apply:

HUD requires the AHA to deny assistance to EHV in the following cases:

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program

Other reasons for denial:

- If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past 12 months, the family will be denied assistance.
 - Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100] or
 - Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity.

Immediate vicinity means within a three-block radius of the premises.

Evidence of such criminal activity includes, but is not limited to:

- Conviction for drug-related or violent criminal activity within the past 12 months.
- Any record of eviction from public or privately-owned housing as a result of criminal activity within the past 12 months.

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine

whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the AHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The AHA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately result in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

In making its decision to deny assistance, the AHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the AHA may, on a case-by-case basis, decide not to deny assistance.

- If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program within the previous 12 months.
- If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the AHA will consider the factors discussed in Section 3-III.E. Upon consideration of such factors, the AHA may, on a case-by-case basis, decide not to deny assistance.

- The family does not provide information that the AHA or HUD determines is necessary in the administration of the program.
- The family does not provide complete and true information to the AHA.

19-II.C. REFERRAL TO PROGRAM

The AHA will receive direct referrals from Alameda County's Coordinated Entry System (CES), local non-profits assisting victims of domestic violence, and other non-profit partners; therefore, since HUD waived sections of 24 CFR 982.204, the sections (mostly Chapter 4) of this Plan relating to wait list selection do not apply.

A Memorandum of Understanding (MOU) must be executed before the AHA will receive referrals from partner agencies. These partner agencies will provide to the AHA a verification that the family meets the criteria of one of the four above categories.

19-II.D. PREFERENCES

The AHA will not apply the HCV preferences to the EHV vouchers; however, the following preferences will apply:

- VAWA victims
- Others?

19-II.E. VERIFICATIONS AND CORRECTION OF OMISSIONS AND ERRORS

Since HUD has waived program requirements under 24 CFR 982.201 for verifications of applicants under the EHV program, AHA will consider self-certification as the highest form of income verification at admission. Also, the AHA will accept documents dated over 60-days as valid verifications for EHV applicants.

EIV requirements remain in affect for applicants such as searching the Existing Tenant Search and running a report within 90 days of admission to verify reported income.

If it is discovered that the EHV family did not report income at admission into the program, the AHA will terminate the family's assistance. If is discovered that the EHV family did not correctly report income and the family would still have been eligible for the program, the AHA will offer the option to repay all overpaid assistance prior to terminating assistance.

HUD has waived the requirement to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the EHV program, so the AHA will accept self-certification at admission. EHV families must provide the required documentation for all members of the household within 180 days of admission to be eligible for continued assistance, pending verification, unless the AHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation. If is discovered that the EHV family did not correctly report and the family would still have been eligible for the program, the AHA will offer the option to repay all overpaid assistance prior to terminating assistance.

The AHA will accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the family must provide the AHA with a higher level of verification within 90 days of admission. If is discovered that the EHV family did not correctly report and the family would still have been eligible for the program, the AHA will offer the option to repay all overpaid assistance prior to terminating assistance.

If it is discovered upon verification of any item above, after admission, that the family misrepresented eligibility criteria of the program, the AHA will terminate the family's assistance.

The AHA will accept verifications from third-party providers that are dated within the last six (6) months along with a certification from the family that income or family composition has not changed. Acceptance of verifications and a certification will not require additional

verification until the family experiences a change in income or family composition or until the next regular reexamination.

19-II.F. HOUSING SEARCH

To obtain assistance with an initial (first lease-up) housing search, EHV referrals will be given contact information for this service once the voucher has been issued.

The AHA will use payment standards set at 120% of the area fair market rents (FMR). As of June 26, 2021, this sets the payment standards at:

Unit Size	FMR	120% of FMR (EHV Payment Standard)
Studio	\$1,595	\$1,914
1-bedroom	\$1,934	\$2,320
2-bedroom	\$2,383	\$2,859
3-bedroom	\$3,196	\$3,835
4-bedroom	\$3,863	\$4,635
5-bedroom	\$4,442	\$5,330

The selected unit must still comply with all Rent Reasonableness tests performed by AHA prior to move in.

The AHA will pre-inspect any available unit for an EHV family and the Housing Quality Standards (HQS) inspection will not need to be repeated if the Request for Tenancy Approval is received from the family within 45 days. The AHA will not restrict families to only pre-inspected units.

The AHA would prefer an initial lease for 12 months to assist with housing stability but will accept a lesser term.

19-II.G. VOUCHER ISSUANCE

The AHA will issue an EHV family a voucher for an initial term of 120 days. If at the 90th day, the family has not found a unit, the family can request a 60-day extension to the voucher. This request can be granted by the Housing Program Department staff and does not require a reasonable accommodation. If an extension for a voucher term of more than 180 days is needed, the regular HCV extension requirements apply. Please see Chapter 5 Section 5-II.E *Voucher Term, Extensions, and Suspensions* subpart *Extensions of Voucher Term* for additional information. The AHA will follow its normal suspension procedures found in Section 5.II.E of Chapter 5 of its Administrative Plan.

19-II.H. PORTABILITY

Portability, moving outside the City of Alameda, will not be restricted on nonresident applicants, so all applicants may move prior to initial lease-up to any jurisdiction operating a housing choice voucher program.

The AHA's briefing for EHV families will include, along with the normal portability information, information on how portability will impact the EHV services and assistance that may be available to the family.

PART III. CONTINUED OCCUPANCY

19-III.A. APPLICABILITY OF ALL REQUIREMENTS FOR CONTINUE OCCUPANCY

All HCV rules will apply to EHV households, including adding family members.

Waivers in place for the HCV program will apply to EHV if the waiver is eligible to be applied to the EHV program under PIH Notice 2021-15.

PART IV. TERMINATION AND REISSUANCE

19-IV.A. REISSUANCE

EHV turnover vouchers will not be reissued after September 30, 2023 per PIH Notice 2021-15.

19-IV.B. TERMINATION

All HCV rules will apply to EHV households in reasons for termination by action or inaction of the family. All HCV rules will apply in the noticing and procedures of terminations such as offering an Informal Hearing of the termination if the family's action or inaction caused the termination.

19-IV.C. TERMINATION OF ASSISTANCE DUE TO UNDER FUNDING

The program has been allocated its full funding through the ARP. When the remaining EHV HAP renewal funding is no longer sufficient to fully fund all PHAs' EHV renewal funding eligibility, HUD will prorate EHV renewal funding allocations. If EHV funding received from HUD is not sufficient to cover the HAP of the remaining families, the AHA will follow all procedures to secure more EHV funding. If after all procedures are followed to obtain more funding, the funding is still insufficient to cover EHV HAP expenses, the AHA will terminate assistance in the following order:

- In consultation with any agencies providing supportive services, those families deemed the most self-sufficient with the resources to maintain housing.
- Families with the smallest EHV HAP payment.
- Families with the longest tenure in the program.

EHV families are not eligible for conversion to a Housing Choice Voucher while residing in the AHA's jurisdiction. EHV families are eligible to apply to any open wait lists the AHA administers, but the EHV does not guarantee the family a place on the wait list. The EHV family must apply and be processed in the same manner as all other applicants.

DRAFT

Attachment 2

Sample MOU Template

Memorandum of Understanding

[** This sample document demonstrates the Memorandum of Understanding requirements for the administration Emergency Housing Voucher. Unless otherwise noted, all elements are required. **]

This Memorandum of Understanding (MOU) has been created and entered into on ***[** Insert execution date. **]***.

[PHA Name and Address]

[CoC Name and Address]

I. Introduction and Goals (the following elements, listed in a. – c., are required elements of the MOU):

- a. PHA and CoC’s commitment to administering the EHV’s in accordance with all program requirements.
- b. PHA goals and standards of success in administering the program.
- c. Identification of staff position at the PHA and CoC who will serve as the lead EHV liaisons.

Lead HCV Liaison:

[Name and title of PHA staff position]

Responsibilities of the PHA EHV liaison ***[**Optional**]***.

[Name and title of CoC staff position]

Responsibilities of the CoC EHV liaison ***[**Optional**]***.

II. Define the populations eligible for EHV assistance to be referred by CoC.

III. Services to be provided to eligible EHV families

1. List the services to be provided to assist individuals and families have success in the program and who will provide them.

[**The following services are listed for example purposes. **]

1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers.
2. Partnering service providers will support PHAs in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the PHA.
3. PHAs will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. PHA Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.

6. Comply with the provisions of this MOU.

V. CoC Roles and Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Designate and maintain a lead EHV liaison to communicate with the PHA.
2. Refer eligible individuals and families to PHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV families. (While EHV participants are not required to participate in services, the CoC should assure that services are available and accessible.)
7. Comply with the provisions of this MOU.

VI. Third Party Entity Roles Responsibilities

[**The following responsibilities are listed for example purposes. **]

1. Describe how the State, local, philanthropic, faith-based organizations, Victim Service Providers or CoC recipients it designates will fulfill each of the following responsibilities:
 - a. Outline resource and/or service being provided in support of the community's EHV Program. Commit a sufficient number of staff and necessary resources to ensure that the application, certification and voucher issuance processes are completed in a timely manner.
 - b. Comply with the provisions of this MOU.

VII. Program Evaluation

The PHA, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random

assignment procedures.

[Signed and dated by the official representatives of the PHA, CoC, CoC Contractor organization (if applicable), and third-party entities (if applicable.)]

Signed by

_____	_____
Executive Director, PHA	Date

_____	_____
CoC Executive Director	Date



Housing Authority of the City of Alameda

PHONE (510) 747-4300¹⁰⁸
 FAX (510) 522-7848
 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: June 24, 2021

RE: Adopt the Resolution to Approve the Housing Authority's One-Year Budget for Fiscal Year July 1, 2021 to June 30, 2022 including approval of Summary of the FY2021-22 Budget and related income and expenses, Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves, Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2021-22 to cover these expenses and Transfer by the Executive Director of up to \$1,897,814.04 in this budget year, as needed, from AHA property reserves to cover losses in the Housing Programs Department administrative operating budget

BACKGROUND

The Housing Authority adopts its annual budget in the last quarter of each Fiscal Year. AHA is currently ending the budget for the one-year budget period starting July 1, 2020 and ending June 30, 2021 (FY2020-21). The Board of Commissioners approved an abbreviated budget process for FY2020-21 due to the health and economic crisis. AHA budgeted conservatively, presented revenue that was flat year over year, and higher expenses to account for deferred maintenance, procurement of software licenses and hardware to support remote work and procurement of personal protective equipment for staff.

This memorandum documents the proposed budget for Fiscal Year July 1, 2021 to June 30, 2022. A detailed process for all programs, including substantial input from all departments and operating property budgets from The John Stewart Company, were incorporated in the proposed budget.

It is also important to note, that this is the combined budget for AHA and Alameda Affordable Housing Corporation (AAHC) as these are defined as blended component units per HUD. This includes the four properties that transferred ownership to AAHC in May 2018. These properties are Anne B. Diament, China Clipper Plaza, Stanford House, and Lincoln-Willow Apartments. Furthermore, in May 2020, Independence Plaza was transferred from AHA to AAHC. In July 2021, it is planned that 3 additional properties, Esperanza Plaza, Eagle Village and Parrot Village, will be transferred from AHA to AAHC.

The AAHC budget will be presented for approval in the joint AAHC Board meeting following this meeting's Agenda items, but it is included here on a consolidated basis for ease of comparison. All members of the Board of Commissioners also serve as the Board of Directors for AAHC.



A: OVERVIEW

Key highlights for this FY2021-22 budget include the following.

Net position:

Total income is \$56,483,231 inclusive of HAP and other sources of income and total expenses, including depreciation, are \$54,857,185 resulting in a Net Income After Depreciation of \$1,626,046.

In terms of personnel costs, full staffing and benefits is assumed as discussed in the separate memo on the schedule of authorized positions (Please see “Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt at Revised Pay Schedule”). Included in this budget is a 3% cost of living increase to wages and benefit cost increases ranging from 5-10% as estimated by past increases; an increase of 20% to the workers compensation premium is also included due to prior claims. The actual proposed cost of living adjustment (COLA) and benefits changes will be brought to the Board for approval in August 2021. Additional costs for temporary staff have been reduced to reflect some easing of the pandemic and fewer staff absences.

Attachment A shows the proposed budget for the Fiscal Year July 1, 2021 to June 30, 2022 (FY2021-22), projected actuals and budget for FY 2020-21 (July 1, 2020 to June 30, 2021).

Below is an abbreviated table of income and expenses from Attachment A.

Housing Authority of the City of Alameda				
Attachment A: Summary FY2021-2022 Budget				
	A FY21-22 Budget	B FY20-21 Budget	A less B (FY21-22 Budget versus FY20- 21 Budget)	
			\$	%
Operating Income	19,972,326	17,026,167	2,946,159	17%
Operating Expenses	16,641,820	16,828,209	(186,389)	-1%
Net Operating Income (Cash Flow)	3,330,506	197,958	3,132,548	1582%
HAP Income	36,510,905	32,297,697	4,213,208	13%
HAP Expenses	36,510,905	32,297,697	4,213,208	13%
Net Housing Assistance Payments	-	-	-	N/A
Net Income Before Depreciation	3,330,506	197,958	3,132,548	1582%
Less: Depreciation	1,704,460	1,673,426	31,034	2%
Net Income (Loss) After Depreciation	1,626,046	(1,475,468)	3,101,514	210%
Total Income	56,483,231	49,323,864	7,159,367	15%
Total Expenses	54,857,185	50,799,332	4,057,853	8%



As in prior years, the FY2021-22 budget provides budget schedules in 3 key areas:

- Attachment A: Operating Income and Expenses
- Attachment B: Housing Assistance Payments (HAP Pass-through)
- Attachment C: Capital Improvement Projects (CIP)

B: HOUSING ASSISTANCE PAYMENTS (HAP pass-through)

Attachment B shows the Housing Choice Voucher Program (and other assisted programs) Housing Assistance Payment (HAP) subsidy that is paid to landlords on behalf of assisted participants. These are government restricted “pass-through” funds and must be kept separate from all other Housing Authority funds.

Income: AHA anticipates receiving \$36,510,905 funding for Housing Assistance Payments (HAP), which compares with the budgeted amount of \$32,297,697 from the last period reflecting both higher lease up and higher HAP payments due to lost wages during the pandemic and higher rents. This includes HAP payments and Rental Assistance received from HUD or the County under the following programs:

- Tenant and Project-Based Housing Choice vouchers including Family Unification Program (FUP), Non-Elderly Disabled (NED) and Veteran Affairs Supportive Housing (VASH) (HUD program)
- Shelter Plus Care (County program)
- Mod-Rehab Program (HUD program)
- 57 Emergency Housing Vouchers (EHV) (HUD program) – In May 2021, additional vouchers were available through the American Rescue Plan Act of 2021. AHA staff are currently working on a Memorandum of Understanding with our community partners, including other local housing authorities, to administer services for this program. These vouchers are not included in the budget, but it is expected there is a potential of \$1,294,848 in EHV HAP and \$312,936 in preliminary, administrative and service fees if AHA were to lease up and administer the EHV in the longer term.

Expenses: HAP expense to participating landlords is expected to be \$36,510,905 in FY 2021-22. HAP is AHA’s largest single expense item and is generally offset dollar-for-dollar by the HAP subsidy received.

It is important to note that Budget Authority for HAP is provided by HUD on a calendar year basis versus a fiscal year.

In 2014, HUD moved the cash reserves from all Housing Authorities into a HUD-held account. These HUD-held HAP reserves can be used anytime. Currently, AHA’s Budget Authority from HUD is insufficient to meet AHA’s HAP needs for FY21-22. Reserves can be used to cover HAP costs as long as AHA does not exceed its baseline number of units in any calendar year. AHA’s baseline number of units is 22,620 (or 1,885 x 12 months). The FY 2021-22 budget assumes leasing of 18,630 in the year (or an average of 1,553 per month), versus the FY2020-21 budget assumes leasing of 17,556 units in the year (or an average of 1,463 per month).



As of June 2021, AHA had \$980,817 in its HUD-held HAP Reserve which can be used to cover FY2021-22 deficit. It is not expected that AHA will require to draw on these funds in FY2021-22 as AHA is no longer in shortfall. However, circumstances may change and if that were to occur, the Board of Commissioners will be informed. For example, AHA has a large number of voucher holders seeking units in Alameda at this time and AHA will open its waitlist in 2021 so there could be an increase in units leased over the year if units are made available by landlords for Section 8 voucher holders.

C: OPERATING BUDGET

The operating budget includes the income and expenses for AHA/AAHC rental housing and commercial use properties, Housing Programs Department administration, the Housing Successor Assets, Housing Development, and the Alameda Rent Program (City of Alameda reimbursable programs). The operating budget does not include HAP pass-through to private landlords; however, it does include current income for units where AHA/AAHC is the owner/landlord.

OPERATING INCOME

Total budgeted operating income for FY2021-22 is \$19,972,326, which compares to a budgeted \$17,026,167 for FY2020-21.

Rental Income includes:

- **Rent payments from tenants and HAP payments from AHA on behalf of HUD** in all AHA/AAHC-owned properties. This is budgeted at \$12,558,105 which is above last year's budget of \$11,278,233 but is in line with the expected year-end projection. Rental income is expected to be higher from the prior year actuals based on implementing the payment standard rents over the year for HCV and PBV units. HCV increases were on hold in the prior fiscal year.
- **Tax Increment Funding (also known as CIC)** from the City of Alameda for Independence Plaza is estimated to be \$1,465,328 for FY2021-22.
- **Commercial lease income** from Alameda Family Services, Head Start Childcare Center, and the parking lease at Esperanza Plaza is estimated to be \$32,000.

Grant Income: This income is received through the Family Self Sufficiency (FSS) program and can only be used to support that program. The grant operates on a calendar year and the grant for 2021 is approximately \$75,000. For FY 2021-22, staff has budgeted 12 months of new grant income based on the 2021 funding. If the grant is not forthcoming for 2022 as the program is funded by calendar year, staff will review with the Board whether to continue with the FSS program.

Administrative Fee Income: The majority of the Administrative Fee income is paid by HUD and can only be used by AHA to cover the cost of administration of the Housing Choice Voucher (HCV) program and all the special programs funded under this Annual Contributions Contract (ACC). The budgeted Administrative Fee income also includes the fees for the Shelter Plus Care (from the County) and Mod Rehab (from HUD) programs. The Administrative Fee for the



HCV ACC is included at a proration of 80% for the full Fiscal Year. It should be noted that HUD has proposed to change the method for calculating the fee that could negatively impact the budget in the future. In the event of major changes to Administrative Fee and/or HAP with the new budget in the fall, staff will return to the Board for a budget adjustment if necessary.

Due to the current health situation, HUD has disbursed \$421,086 in additional administrative fee income in fiscal year 2021 based on the CARES Act. This is expected to be non-recurring, so it is not included in FY 2021-22 budget. Additionally, in March 2021, President Biden signed the American Rescue Plan Act of 2021 into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses. Based on staff's review, additional regulations on the State and local governments funds may be available in addition to the funding of the 57 Emergency Housing Vouchers referenced previously. As the specific dollar amounts are not available at the time of the preparation of the budget, these additional federalized funds have not been budgeted.

Staff has used a base number of leased units as 1,517 units for the coming year (which is the current rate of leased units) in the calculation of the Administrative Fees, versus 1,463 units for FY2020-21. This assumes that AHA can continue to offer rents at or close to 110% FMR and there is no significant loss of units. Any changes in market rents resulting in a lower lease-up rate could negatively impact this assumption.

Based on this, total Administrative Fees are expected to be \$1,894,279. This is an increase from \$1,790,750 budgeted in FY 2020-21. Staff continues to use the landlord lease-up incentive for transferring voucher holders in order to maintain lease up in Alameda.

Other Income: Other income includes maintenance fees and late fees, laundry commission, reimbursement billing from the City of Alameda for managing the Housing Services Agreement, land trust rents for Regent Street and Santa Clara Avenue properties, Island City Development Annual Services Agreement fee, Developer Fee from low-income housing tax credit projects and interest income. Furthermore, it is expected that Recognized Obligation Payments from the Alameda Unified School District of \$2,030,000 will be received in FY2021-22 which will be pass-through to the Rosefield Village project as a loan. Interest income is expected to remain low as interest rates continue to be at historic lows.

OPERATING EXPENSES:

Total operating expenses for FY2021-22 is \$16,641,820 which is slightly lower than the prior year budget of FY2020-21 of \$16,828,209. Please note that as previously discussed, additional costs due to the health situation was budgeted for the prior fiscal year (i.e. technological updates, PPEs, etc.)

Personnel Expenses: AHA personnel direct costs (\$9,483,215) and The John Stewart Company personnel costs (\$443,781) are combined at \$9,926,996 and consist of 59.7% of the operating budget and is presented under Administrative – Salaries, Tenant/Social Services – Salaries and Maintenance - Salaries. AHA personnel direct costs increased from a budgeted \$9,099,165 from FY2020-21 to \$9,483,215 for FY2021-22 due mainly to the COLA and benefit costs increases. Changes made to this schedule since the prior budget include:

- Addition of Administrative Manager



- Change of Construction Project Manager from 0.5 FTE last year to 1 FTE
- Addition of Assistant Director of Housing Programs Department
- Reduction of 1 Resident Manager (transfer of Esperanza Plaza to The John Stewart Company occurred in 2021)
- Change of Assistant Property Manager at Independence Plaza from 0.13 FTE last year to 1 FTE this year
- Reduction of 1 Maintenance Technician (due to 1 retirement in calendar year 2021)
- Reduction of temporary staff from 5 to 3
- The John Stewart Company property managers allocated costs of \$443,781

The budget includes a proposed cost of living adjustment (COLA) of up to 3%. The final amount will be calculated according to the consumer price index (CPI) for the San Francisco area as reported from the Bureau of Labor Statistics and proposed to the Board; AHA has historically used the June data and proposed any final COLA adjustment to the Board in August. Recent indications seem to show that CPI will come in closer to 4% this year. The COLA, if approved, is implemented in accordance with policies contained in AHA's Employee Policies and Procedures Handbook.

AHA provides a maximum flat rate payment for medical and one for dental/vision insurance. This contribution is approved by the Board in August, and goes into effect in January of each year, as premium amounts change on a calendar year (rather than a fiscal year). Therefore, this budget includes an estimate of expected changes.

Last year, the maximum AHA contribution beginning January 1, 2021 was equivalent to the 2021 Kaiser "employee plus two or more" premium cost of \$2,115.50 per employee per month plus comparable coverage for dental insurance at a cost of \$241.03 per employee per month. This year, staff has budgeted the full amount for medical and dental. The budget also assumes all employees take the medical allowance at the level of the employee plus two or more dependents. Staff has assumed a 10% increase in the cost of medical insurance and a 5% increase in other benefit costs over the 2021 rates. Although the Board is approving the budget for these additional funds at this time, the final employer contribution for FY 2021 will be brought to the Board for approval in August 2021, along with the COLA request, after 2022 premiums are released by CalPERS in July.

No additional changes to salary, beyond the COLA and changes to Resident Manager wages (see "Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule" memorandum) are proposed here in the budget. The Resident Managers salaries were updated at the tail end of the budget process and not included in the amounts presented. The budget also includes the already approved Step 2 for the Executive Director and rollover of allowances from FY 2020-21. HR is beginning to see some upward wage pressure when trying to fill vacancies. Compensation studies for specific roles may be conducted, if necessary.

Non-Personnel Expenses: These expenses include costs other than employee and tenant costs which include such costs as telephone and computer expenses, recruitment, temporary employees, audits, contracted services, and supplies. Generally, these costs have remained relatively flat year on year with exceptions noted below.



Human Resource costs: This number is relatively flat and is expected to be fully utilized due to both the need for temporary staff for temporary projects and to fill-in vacancies, but also because AHA is experiencing a high level of approved staff leaves and use of time off. In these cases, salary and/or benefits often continue to be paid to the employee, depending on the type and length of leave, while temporary staffing is often needed for coverage due to the extended period of the leave, so salary savings cannot be used to cover the costs of temporary staff as has been used in the past. Note that the use of protected leave has been going down as the health situation improves but it is hoped and expected that staff will restart taking regular leave (e.g. vacation) more frequently as well.

Recruiting fees are included to address the need to fill positions, including the currently vacant Deputy Executive Director position. In most cases, utilizing recruitment firms in the current market has resulted in success at filling vacant exempt positions.

Legal Expenses: Legal expenses for general operations are expected to increase from \$350,000 to \$565,000. These costs include terminations of tenancy, personnel matters, and legal advice on actual and potential claims against the agency. The increase is in response to staff budgeting for additional costs General Counsel to attend each Board meeting in FY2021-22, Special Counsel to conduct informal hearings on terminations and reasonable accommodations and additional costs as it relates to the new laws and regulations.

IT Services: A number of IT related lines have increased reflecting increased technology needs in each program. Staff has budgeted for some hardware replacements as well as maintaining the database for the Alameda Rent Program. The budget increase is to \$600K and is driven primarily by increased use of technology due to COVID-19 but also implementation of additional modules in Yardi to allow for online access to those using the AHA's programs. The budget does also include software licenses and some hardware upgrades.

Training and Conferences: These budgeted expenses are approximately \$115,000. The budget for FY2020-21 is slightly underutilized due to COVID-19, but is expected to be fully utilized in FY2021-22 due to the filling of vacancies, especially at the management level, and the need for online training. Best practices for staff training require regularly scheduled professional and housing re-certification training to address changing regulations, and staff will focus some additional agency time and resources on general staff and supervisor training needs. The budget also includes funds for Board training and conferences. Furthermore, additional training for Diversity, Equity and Inclusion of \$50,000 has been budgeted for the FY2021-22.

Tenant/Social Services: The salaries for Resident Managers and Assistant Resident Managers are included in this line item (see above under Personnel Costs). Their benefits are also shown here, in-line with the approach adopted for administrative salaries.

Tenant Activities include a \$25,000 scholarship fund for the Alameda Boys and Girls Club for children and youth who live in Housing Authority complexes or whose families are on a program operated by the Housing Programs Department. The budget also includes funds for two full-time social workers through the LifeSTEPS social services provider, as in prior years.

Utilities: The amounts budgeted for utilities are based on actual utility expenditures in the current Fiscal Year with a 3% escalator increase.



Facilities & Maintenance: Maintenance expenditures include salaries and benefits for maintenance employees (see above under Personnel Costs), maintenance materials, and maintenance contract costs. For AHA/AAHC directly managed properties (i.e. Independence Plaza and Anne B. Diament), the projected cost of maintenance materials is based on current usage and an approximate 3% expected vendor price increase where applicable. Maintenance contract costs include landscaping, floor covering, plumbing, and painting. Staff also reviewed the annual operating budgets for the properties managed by The John Stewart Company and consolidated their maintenance budgets. The John Stewart Company presented an additional \$100,000 in deferred maintenance in their operating budgets and this is presented in Attachment C.

General/Police Services/Insurance/Interest Expense: This line item includes the cost of community policing, auto/property/liability/cyber security insurance and mortgage payments. The cost for community policing is budgeted the same at \$210,000 for FY 2021-22 under the Services Agreements with the City of Alameda. Insurance costs have increased substantially year over year, with additional coverage for the properties under the AHA/AAHC umbrella. Hard mortgage payments includes those to lenders from Independence Plaza, Esperanza Plaza, Eagle Village and Parrot Village. Along with the transfer of Eagle Village and Parrot Village from AHA to AAHC, the properties will concurrently refinance the existing mortgage.

Ombudsman and Communication Costs: AHA created the Ombudsman Program in FY2020-21 to act as a liaison to tenant, participants, landlords and community organizations. Additional costs to this program and marketing/communication costs to the public are budgeted at \$50,000.

Predevelopment Costs are expenses associated with a project under consideration for development (building or extensive rehabilitation) prior to the formal approval process of approving a development and the needed funding. Predevelopment costs for projects that have been green-lighted to move forward are paid by Island City Development (ICD), which was formed to manage real estate development on behalf of AHA. Feasibility studies may be conducted by AHA prior to ICD involvement. AHA Predevelopment Costs that are not covered by ICD are budgeted to be approximately \$100,000 in FY2021-22 as in prior years. This category is included under General/Other in Attachment A.

D: CAPITAL IMPROVEMENT PROJECT (CIP) BUDGET

Attachment C shows the one-year capital budget along with additional information on the FY2021-22 estimated costs. The proposed Capital Projects budget for FY2021-22 includes major repair, acquisition and replacement projects from AHA/AAHC directly managed properties and The John Stewart Company managed properties.

The identified projects include capital work that is proposed to be contracted in the next Fiscal Year. Work will be done according to urgency and availability of funds and staff capacity. Once approved in this budget, these projects will be funded from the following sources and where possible, in this order:

- Replacement reserves held by lenders/bond holders, subject to their approval
- General Reserves held by AHA
- Cash flow from the specific property



OPERATING BUDGET BY PROGRAM

Property Management: Almost all AHA/AAHC owned properties are managed by The John Stewart Company with the exception of Anne B. Diament Plaza and Independence Plaza. Ownership of Esperanza Plaza, Parrot Village and Eagle Village will be transferred from AHA to AAHC in July 2021. Parrot Village and Eagle Village will be refinanced in July 2021 along with the transfer. Additionally, the Board authorized the Executive Director to purchase 18 below market rate units at 2800 Fifth Street from Pulte Home Company. The first units are expected to become available in summer 2021. The cost of acquisition has been included in the CIP budget. Rental income and expenses have not been budgeted for, but it is expected that rental income will cover the expenses to operate these homes.

Housing Programs Department (HPD): The Housing Programs Department has budgeted a loss of \$1,897,814 for FY2021-22 as there is insufficient administrative fee income received from HUD for the program. While this loss is not new, staff will continue to seek ways to keep these costs under budget in the coming year and this is also a goal for the Strategic Plan.

Housing Development (HD): The Housing Development budget includes real estate, asset management, and City Housing Programs.

The City maintains two affordable housing funds that are restricted for eligible housing-related purposes that the AHA provides under the Services Agreement. The income is derived from repayment of prior down payment-assistance loans and the in-lieu or linkage fees paid by developers to meet the requirements of the City's Inclusionary Housing Ordinance. In FY2021-22, sufficient funds (\$305,000) have been budgeted to pay for staffing and professional consultants to support affordable housing services and development projects. Other costs for the HD are met from income from the properties.

In FY2021-22, HD staff will be working on two large development projects – Rosefield Village and North Housing. The predevelopment funding for these projects has been approved and budgeted in a prior budget cycle, with ICD as the developer. Additional development opportunities (including acquisitions such as Pulte Homes, and AUSD land) are covered under predevelopment costs, as discussed above.

Housing Successor: In 2012, after the dissolution of redevelopment in the state of California, the City of Alameda became the Successor Agency to the Community Improvement Commission (CIC) and authorized the assumption by the AHA of the rights, powers, assets, liabilities, duties, and obligations associated with the housing activities of the CIC, known as the Housing Successor Assets. The expenses associated with managing the Housing Successor for FY2021-22 is estimated at almost \$200,000 to be paid from existing Housing Successor funds. Salary and benefit costs are limited by State law to \$200,000 annually for Successor Agency Housing Assets administration.

Alameda Rent Program (RP): In FY2021-22, the Rent Program will receive up to \$1,294,988 to administer the Rent Review, Rent Stabilization, and Limitations on Evictions Ordinance for the City. The budget assumes the COLA change in benefits allocation to match the agency-wide costs and full staffing. With the exception of the administrative overhead costs, the program is a reimbursement-only program from the City of Alameda.



DISCUSSION OF ACCOUNTING ISSUES

Cost Allocation Plan: The Cost Allocation Plan (CAP) (available on request) is normally completed at least once a year and allocates costs based on metrics. The metrics range from the number of hours worked on a project to the number of bedrooms in a complex to the amount of expenses paid for an item the prior year. The metrics are mostly pulled from AHA's database, Yardi, or from verifiable data (such as the number of units in a specific complex). The CAP explains the logic behind the distribution of different costs including legal costs, audit costs, travel and training, and salaries and benefits. Staff calculates out a salary distribution for every position in the Agency based on the position's primary duties and functions. Some positions are allocated to only one department while others are allocated across numerous departments.

Fund Transfers: The General Fund does not generate its own cash flow. The only mechanism to get cash into the General Fund is to make transfers from other programs and properties with available excess cash reserves. Staff will make reimbursement transfers as necessary during the budget year in accordance with the agency's interfund transfer policy.

Depreciation: Depreciation is an accounting method to recognize the cost of buildings and equipment over time. Per the Capitalization Policy, which was effective July 1, 2016, AHA uses the straight-line method of depreciation. When an asset is purchased, a cash expense is incurred. Depreciation is not a cash expense, but an accrual expense to financially match the expense with the period of usage. The FY2021-22 depreciation expense is budgeted at \$1,704,460, which is slightly higher than the FY2020-21 budget.

Other: Certain items are not budget items but will impact available cash in FY 2021-22.

- **Jack Capon Villa:** AHA expects to receive approximately \$22,300 principal payment from Jack Capon Villa for the loan it made to the limited partnership.
- **Stargell Commons:** AHA expects to receive approximately \$50,000 in repayment of unused development funds.

Payments to CalPERS for Outstanding Liabilities: As a local government agency, AHA has to maintain its books by standards set by the Government Accounting Standards Board (GASB). Each year the GASB sets guidelines for accounting practices and identifies them by number. Starting in FY16, AHA has had to operate by new GASB rules relating to pension, and post-employment liabilities. These rules require all government agencies (States, Counties, Cities, and Special Purpose Local Governments) to report pension and post-employment liabilities up front which had historically been reported on a pay-as-you go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA is required to report each year on any unfunded pension liability.

Please note that this budget does not include further pension or OPEB contributions beyond the payments already made including \$1,000,000 made in 2016 for pension retirement costs, a payment of \$1,000,000 made in late June 2020 for CalPERS unfunded liability, and the payment of \$981,940 made in June 2017 to open the AHA's CERBT 115 trust account for OPEB.

FISCAL IMPACT

The operating budget for FY2021-22 reflects net operating income of \$3,330,506 and a net income after depreciation of \$1,626,046. The CIP work will be paid from accumulated operating



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021 ¹¹⁸
Page 11 of 11

reserves if project-specific funding or property reserves are not available. AHA’s unrestricted operating reserves as of June 2021 were in excess of \$28.5 million and held at US Bank, CAMP and LAIF.

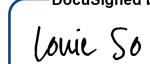
RECOMMENDATION

The Executive Director and staff recommend the Board of Commissioners of the Housing Authority of the City of Alameda Adopt the Resolution to Approve the Housing Authority’s One-Year Budget for Fiscal Year July 1, 2021 to June 30, 2022 including approval of::

- A. Summary of the FY2021-22 Budget and related income and expenses
- B. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- C. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and any surplus operating cash from Fiscal Year 2021-22 to cover these expenses
- D. Transfer by the Executive Director of up to \$1,897,814.04 in this budget year, as needed, from AHA property reserves to cover losses in the Housing Programs Department administrative operating budget

Staff will return to the Board for a budget adjustment if necessary if significant variances from actuals are presented (i.e. variance of net income is lower by 10%).

Respectfully submitted,

DocuSigned by:

 CC6FAB3A8A824DA...

Louie So
Director of Finance

Attachment(s):

- A. Summary of the FY2021-22 Budget
- B. Housing Assistance Payments (HAP) FY2021-22 Budget
- C. Capital Improvement Project (CIP) FY2021-22 Budget
- D. Resolution



1 2 3 4 5 6 7 8 9

Housing Authority of the City of Alameda

Attachment A: Summary FY2021-2022 Budget

	A FY21-22 Budget	B FY20-21 Projected Actuals	C FY20-21 Budget	A less: B (FY21-22 Budget versus FY20- 21 Actuals)		B less: C (FY20-21 Actuals versus FY20- 2021 Budget)		A less: C (FY21-22 Budget versus FY20- 21 Budget)	
				\$	%	\$	%	\$	%
1 Rental Income	12,558,105	11,983,943	11,278,233	574,163	5%	705,710	6%	1,279,872	11%
2 Tax Increment Payment - City of Alameda for Independence Plaza	1,465,328	1,533,320	1,533,325	-67,992	-5%	-5	0%	-67,997	-4%
3 Grant (Family Self-Sufficiency)	75,000	82,153	59,000	-7,153	-10%	23,153	39%	16,000	27%
4 HAP Administrative Fees	1,894,279	2,473,671	1,790,750	-579,392	-31%	682,921	38%	103,529	6%
5 Other Income	3,979,614	3,491,994	2,364,860	487,620	12%	1,127,135	48%	1,614,754	68%
6 Operating Income	19,972,326	19,565,081	17,026,167	407,245	2%	2,538,913	15%	2,946,159	17%
7 Administrative	2,677,836	2,072,013	3,282,634	605,823	23%	-1,210,621	-37%	-604,798	-18%
8 Administrative - Salaries*	8,307,280	5,610,746	7,685,405	2,696,534	32%	-2,074,659	-27%	621,875	8%
9 Tenant/Social Services	234,345	146,777	505,698	87,568	37%	-358,921	-71%	-271,353	-54%
10 Tenant/Social Services - Salaries*	643,701	374,721	293,881	268,980	42%	80,840	28%	349,820	119%
11 Utilities	1,037,908	1,001,963	1,252,536	35,945	3%	-250,573	-20%	-214,628	-17%
12 Maintenance	886,437	1,459,221	1,186,710	-572,784	-65%	272,512	23%	-300,272	-25%
13 Maintenance - Salaries*	976,015	951,788	1,113,945	24,227	2%	-162,157	-15%	-137,930	-12%
14 General/Insurance/Interest Expense	1,878,298	1,753,371	1,507,401	124,927	7%	245,970	16%	370,897	25%
15 Operating Expenses	16,641,820	13,370,599	16,828,209	3,271,221	20%	-3,457,610	-21%	-186,389	-1%
16 Net Operating Income (Cash Flow)	3,330,506	6,194,482	197,958	-2,863,976	-86%	5,996,523	3029%	3,132,548	1582%
17 HAP Income	36,510,905	34,071,057	32,297,697	2,439,848	7%	1,773,360	5%	4,213,208	13%
18 HAP Expenses	36,510,905	34,071,057	32,297,697	2,439,848	7%	1,773,360	5%	4,213,208	13%
19 Net Housing Assistance Payments	0	0	0	0	N/A	0	N/A	0	N/A
20 Net Income Before Depreciation	3,330,506	6,194,482	197,958	-2,863,976	-86%	5,996,523	3029%	3,132,548	1582%
21 Less: Depreciation	1,704,460	1,704,959	1,673,426	-499	0%	31,533	2%	31,034	2%
22 Net Income (Loss) After Depreciation	1,626,046	4,489,523	-1,475,468	-2,863,477	-176%	5,964,990	-404%	3,101,514	-210%
23 Total Income	56,483,231	53,636,138	49,323,864	2,847,093	5%	4,312,274	9%	7,159,367	15%
24 Total Expenses	54,857,185	49,146,615	50,799,332	5,710,570	10%	-1,652,717	-3%	4,057,853	8%

**Housing Authority of the City of Alameda
Attachment B: HAP Pass Through**

	HAP	Shelter Plus 17 Units	Bessie Coleman SRO 30 Units	Total	FY 20-21 Budget	Increase/ (Decrease) \$	%
HUD Subsidy Revenue	35,729,692		308,610	36,038,302	31,835,885	4,202,417	13.2%
Rental Assistance (from Alameda County)		472,603		472,603	461,812	10,791	2.3%
Total HUD Subsidy Revenue	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
HAP Payments to Landlords	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
Total Expenses	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
Operating Income/Loss	-	-	-	-	-	-	-

***Note - 57 Emergency Housing Vouchers are not presented in this schedule**

Housing Authority of the City of Alameda									
Attachment C: FY 2021-2022 Capital Improvement Projects - AHA & AAHC									
Fiscal Year	Legal Entity	Property	Project Description	Strategy		\$ Source			
				CIP	Renov	Property	Reserves	Loan	
1	2021-2022	AHA	AHA Office	Conversion of Garage into Cubicles	2,000,000		500,000	1,500,000	
2	2021-2022	AHA	AHA Office	Office Upgrades related to COVID 19	250,000			250,000	
3	2021-2022	AHA	AHA Office	New Maintenance Van (rear and side doors)	35,000			35,000	
4	2021-2022	AHA/AAHC	All Properties	Private Sewer Lateral Compliance	540,000			540,000	
5	2021-2022	AHA/AAHC	All Properties	Paint & Carpet for 10% of Portfolio	420,000			420,000	
6	2021-2022	AAHC	Anne B Diament	Balcony Repairs	50,000			50,000	
7	2021-2022	AAHC	Eagle Village	Paint	100,000			100,000	
8	2021-2022	AAHC	Esperanza	Sidewalks, Decks, and Misc Site Work (lender required)	100,000			100,000	
9	2021-2022	AAHC	Esperanza	Furnaces, Breakers	750,000			750,000	
10	2021-2022	AAHC	Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	350,000			350,000	
11	2021-2022	AAHC	Independence Plaza	Balcony Repairs	150,000			150,000	
12	2021-2022	AAHC	Parrot Gardens	Roof Repair - 1854 St. Charles	24,000			24,000	
13	2021-2022	AAHC	Haight Avenue	Renovation Project (pending acquisition)		500,000		500,000	
14	2021-2022	AAHC	Pulte Homes	Purchase of BMR Units	3,500,000			3,500,000	
15	2021-2022	AAHC	AUSD	Purchase of AUSD Land	2,700,000			2,700,000	
16	2021-2022	AAHC	Multifamily	Purchase of Multifamily		12,500,000		3,750,000	8,750,000
17	2021-2022	AAHC	China Clipper	Predevelopment		600,000		600,000	
18	2021-2022	AAHC	Parrot Village	Predevelopment		600,000		600,000	
19	2021-2022	AAHC	The John Stewart Company	Replacement for JSCO Managed Properties		100,000		100,000	
Total - FY2021-2022					10,969,000	14,300,000	500,000	16,019,000	8,750,000

Attachment D

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

APPROVING AND ADOPTING
HOUSING AUTHORITY'S ONE YEAR BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2022

WHEREAS, the Executive Director has submitted a one year proposed budget to the Board of Commissioners of the Housing Authority of the City of Alameda; and

WHEREAS, the Housing Authority has sufficient operating reserves to meet the working capital needs of its properties; and

WHEREAS, the proposed budget includes expenditures that are necessary for the efficient and economical operation of the housing for the purpose of serving low-income residents; and

WHEREAS, the proposed budget indicates a source of funds adequate to cover all proposed expenditures; and

WHEREAS, the Housing Authority will comply with all state and federal wage rate requirements where applicable and requirements for access to records and audits.

WHEREAS, the proposed FY2021-22 budget includes approval of:

- i. Summary of the FY2021-22 Budget and related income and expenses
- ii. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- iii. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Years 2021-22 to cover these expenses
- iv. Transfer by the Executive Director of up to \$1,897,814.04 in this budget year, as needed, from AHA property reserves to cover losses in the Housing Programs operating budget

NOW, THEREFORE. BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby adopts the Housing Authority's Budget Resolution for the fiscal year ending June 30, 2022.

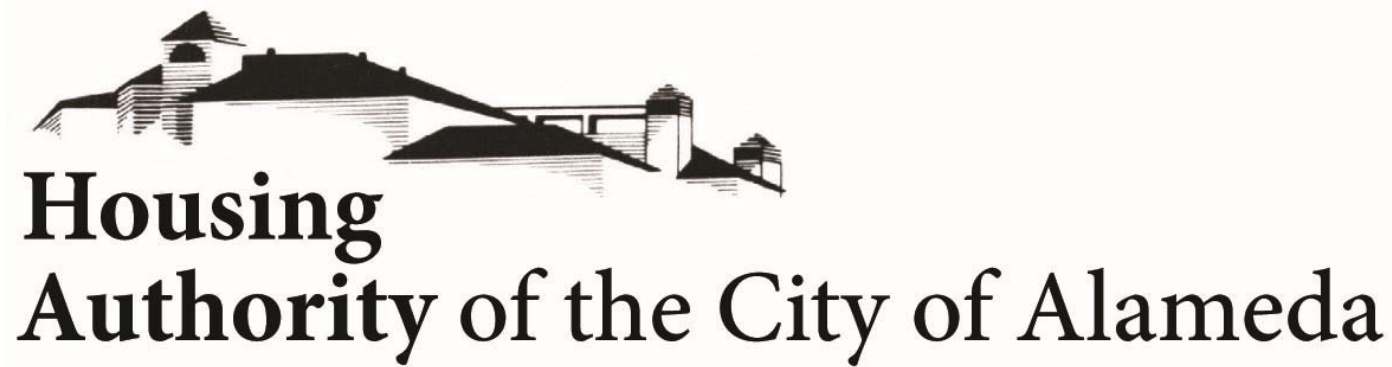
ATTEST:

Vanessa M. Cooper
Secretary/Executive Director

Kenji Tamaoki, Chair
Board of Commissioners

Adopted: _____

Budget Presentation For Fiscal Year 2021-22



June 24, 2021



www.alamedahsg.org



Methodology

Fiscal Year 2021-22 Budget

- Budget authority is for the period of July 1, 2021 through June 30, 2022
- A detailed “bottoms up” budget approach with review and input from each Director and Executive Director. To establish budget, we combined historical budget data, with actual information and expected changes
- Conservative, abbreviated budget process was utilized in the prior fiscal year
- A complete update of personnel costs as these form 59% of the operating expense budget
 - See Agenda item “Approve the Schedule of Authorized Position...”

Fiscal Year 2021-22 Budget Highlights

(Attachment A of the BOC Memo)

Fiscal Year 2021-22 Budget Highlights

Housing Authority of the City of Alameda										
Attachment A: Summary FY2021-2022 Budget										
	A FY21-22 Budget	B FY20-21 Projected Actuals	C FY20-21 Budget	A less: B (FY21-22 Budget versus FY20- 21 Actuals)		B less: C (FY20-21 Actuals versus FY20- 2021 Budget)		A less: C (FY21-22 Budget versus FY20- 21 Budget)		
				\$	%	\$	%	\$	%	
1	Rental Income	12,558,105	11,983,943	11,278,233	574,163	5%	705,710	6%	1,279,872	11%
2	Tax Increment Payment - City of Alameda for Independence Plaza	1,465,328	1,533,320	1,533,325	-67,992	-5%	-5	0%	-67,997	-4%
3	Grant (Family Self-Sufficiency)	75,000	82,153	59,000	-7,153	-10%	23,153	39%	16,000	27%
4	HAP Administrative Fees	1,894,279	2,473,671	1,790,750	-579,392	-31%	682,921	38%	103,529	6%
5	Other Income	3,979,614	3,491,994	2,364,860	487,620	12%	1,127,135	48%	1,614,754	68%
6	Operating Income	19,972,326	19,565,081	17,026,167	407,245	2%	2,538,913	15%	2,946,159	17%
7	Administrative	2,677,836	2,072,013	3,282,634	605,823	23%	-1,210,621	-37%	-604,798	-18%
8	Administrative - Salaries*	8,307,280	5,610,746	7,685,405	2,696,534	32%	-2,074,659	-27%	621,875	8%
9	Tenant/Social Services	234,345	146,777	505,698	87,568	37%	-358,921	-71%	-271,353	-54%
10	Tenant/Social Services - Salaries*	643,701	374,721	293,881	268,980	42%	80,840	28%	349,820	119%
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12	Maintenance	886,437	1,459,221	1,186,710	-572,784	-65%	272,512	23%	-300,272	-25%
13	Maintenance - Salaries*	976,015	951,788	1,113,945	24,227	2%	-162,157	-15%	-137,930	-12%
14	General/Insurance/Interest Expense	1,878,298	1,753,371	1,507,401	124,927	7%	245,970	16%	370,897	25%
15	Operating Expenses	16,641,820	13,370,599	16,828,209	3,271,221	20%	-3,457,610	-21%	-186,389	-1%
16	Net Operating Income (Cash Flow)	3,330,506	6,194,482	197,958	-2,863,976	-86%	5,996,523	3029%	3,132,548	1582%
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18	HAP Expenses	36,510,905	34,071,057	32,297,697	2,439,848	7%	1,773,360	5%	4,213,208	13%
19	Net Housing Assistance Payments	0	0	0	0	N/A	0	N/A	0	N/A
20	Net Income Before Depreciation	3,330,506	6,194,482	197,958	-2,863,976	-86%	5,996,523	3029%	3,132,548	1582%
21	Less: Depreciation	1,704,460	1,704,959	1,673,426	-499	0%	31,533	2%	31,034	2%
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23	Total Income	56,483,231	53,636,138	49,323,864	2,847,093	5%	4,312,274	9%	7,159,367	15%
24	Total Expenses	54,857,185	49,146,615	50,799,332	5,710,570	10%	-1,652,717	-3%	4,057,853	8%

Budget Structure

Overall Includes:

- **Housing Assistance Payments** (HAP pass-through income and expenses)
- **Operating income and Expenses**
 - All AHA and AAHC Properties, Section 8 Administrative fee income, Successor Agency, Rent Program, etc.
- **Capital Improvement Projects** (CIP)

Alameda Affordable Housing Corporation (“AAHC”)

- “Blended Component Unit” – AHA’s affiliate Non-Profit Corporation holding company
- All members of the AHA Board of Commissioners also serve on the AAHC Board of Directors
- 4 properties transferred May 1, 2018, and Independence Plaza transferred in 2020
- Additionally, 3 properties will be transferred from AHA to AAHC in July 2021
 - Esperanza, Eagle Village and Parrot Village
 - These properties are already managed by The John Stewart Company (legal and accounting change only)
 - Balance of the properties is expected to be transferred in FY2022-2023
- Presented here in operating budget on a consolidated basis but will be approved in separate agenda item **in the AAHC Board of Directors meeting immediately after the AHA Board of Commissioners meeting.**
- Pulte Homes Acquisition is expected to begin Summer 2021. Not budgeted but expected that expenses will be covered by income.

Does not include:

- Island City Development (ICD) - Rosefield rehabilitation, North Housing, Low Income Housing Tax Credit Partnerships

HAP Budget Highlights

(Attachment B of the BOC Memo)

Housing Assistance Payments (HAP Pass-Through)

Housing Authority of the City of Alameda Attachment B: HAP Pass Through							
	HAP	Shelter Plus 17 Units	Bessie Coleman SRO 30 Units	Total	FY 20-21 Budget	Increase/ (Decrease) \$	%
HUD Subsidy Revenue	35,729,692		308,610	36,038,302	31,835,885	4,202,417	13.2%
Rental Assistance (from Alameda County)		472,603		472,603	461,812	10,791	2.3%
Total HUD Subsidy Revenue	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
HAP Payments to Landlords	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
Total Expenses	35,729,692	472,603	308,610	36,510,905	32,297,697	4,213,208	13.04%
Operating Income/Loss	-	-	-	-	-	-	-

*Note - 57 Emergency Housing Vouchers are not presented in this schedule

Housing Assistance Payments

(HAP Pass-Through)

- Total HAP for Fiscal Year 2021-22 - \$36,510,905
- HAP is received by AHA and paid to landlords housing voucher tenants in the City of Alameda
- Federal funds must be kept separate from all other Housing Authority funds
- Assume leasing of 18,630 units (1,553 per month) in FY 2021-2022, compared with 17,556 units (1,463 per month) in FY 2020-2021 budget
- Reserves were \$980,817 on June 2021. Held off balance sheet by HUD.
- Emergency Housing Vouchers not included in budget

Operating Budget Highlights

Operating Income

- Fiscal Year 2021-22 Total Operating Income is \$3,330,506 versus the conservative budget of Fiscal Year 2020-21 of \$197,958

Income sources:

- **Rental income** from tenants in AHA & AAHC-owned properties
- **Rental subsidy (HAP)** received for voucher recipients in AHA-owned properties
- **Tax Increment Funding** for Independence Plaza
- **Grant Income** for the Family Self Sufficiency (FSS) program
- **Administrative Fee Income from HUD:**
 - Only to cover the cost of administration for Housing Department programs
 - Included at a proration of 80%
- **Other income** – interest, developer fee, city reimbursements, AUSD ROPS

Operating Expenses

- Fiscal Year 2021-22 Total operating expenses is \$16,641,820, slightly lower than prior year budget of \$16,828,209
- This includes:
 - Salary and Benefits
 - Cost of Living Adjustments (budget at 3%)
 - Staff will come back to BOC in August/September with COLA data based on the CPI
 - Recent indication that CPI is trending at 3.8%
 - Increases in Benefits
 - Assumes employee plus 2 dependents for all regular employees
 - Recent indication that there could be a substantial jump in Kaiser costs (reported at 23%)
 - Following positions are currently vacant and not yet at the employment offer stage (*Deputy Executive Director, Assistant Property Manager at Independence Plaza*). One Management Analyst and one Specialist have given notice and recruitment is under way for those positions.
 - COVID-19
 - Technology (Hardware and Software)
 - Office lease
 - Legal cost increase
 - Third Party Management manages most of AHA's properties

Capital Improvement Projects (CIPs)

(Attachment C of the Board Memo)

Capital Improvement Projects

Housing Authority of the City of Alameda									
FY 2021-2022 Capital Improvement Projects - AHA & AAHC									
Fiscal Year	Legal Entity	Property	Project Description	Strategy		\$ Source			
				CIP	Renov	Property	Reserves	Loan	
1	2021-2022	AHA	AHA Office	Conversion of Garage into Cubicles	2,000,000		500,000	1,500,000	
2	2021-2022	AHA/AAHC	All Properties	Private Sewer Lateral Compliance	540,000			540,000	
3	2021-2022	AHA/AAHC	All Properties	Paint & Carpet for 10% of Portfolio	420,000			420,000	
4	2021-2022	AAHC	Anne B Diamant	Balcony Repairs	50,000			50,000	
5	2021-2022	AAHC	Eagle Village	Paint	100,000			100,000	
6	2021-2022	AAHC	Esperanza	Sidewalks, Decks, and Misc Site Work (lender required)	100,000			100,000	
7	2021-2022	AAHC	Esperanza	Furnaces, Breakers	750,000			750,000	
8	2021-2022	AAHC	Independence Plaza	Exterior Renovations (walkway lighting, trellis repairs)	350,000			350,000	
9	2021-2022	AAHC	Independence Plaza	Balcony Repairs	150,000			150,000	
10	2021-2022	AAHC	Parrot Gardens	Roof Repair - 1854 St. Charles	24,000			24,000	
11	2021-2022	AAHC	Haight Avenue	Renovation Project (pending acquisition)		500,000		500,000	
12	2021-2022	AAHC	Pulte Homes	Purchase of BMR Units	3,500,000			3,500,000	
13	2021-2022	AAHC	AUSD	Purchase of AUSD Land	2,700,000			2,700,000	
14	2021-2022	AAHC	Multifamily	Purchase of Multifamily		12,500,000		3,750,000	8,750,000
15	2021-2022	AAHC	China Clipper	Predevelopment		600,000		600,000	
16	2021-2022	AAHC	Parrot Village	Predevelopment		600,000		600,000	
17	2021-2022	AAHC	The John Stewart Company	Replacement for JSCO Managed Properties		100,000		100,000	
Total - FY2021-2022					10,684,000	14,300,000	500,000	15,734,000	8,750,000

Capital Improvement Projects

- 19 projects valued at \$25,269,000 (\$11,231,000 approved in FY 2020-2021). This includes renovation of existing properties, build out of AHA Office, and acquisition of land and multifamily projects
- Some projects were approved in Fiscal Year 2020-21 but due to delays are rolled over to the Fiscal Year 2021-22 budget
- Sources to pay for these include:
 - Third party or grant funding (where available)
 - Property specific reserves held by lenders/bond holders, subject to their approval or held by AHA
 - Cash flow from the specific property or other properties
 - Leverage with debt

Operating Budget By Program

AHA and AAHC Properties

- Assumes 3% vacancy, with contract rent spread over the year
- Excess cash may be used for capital projects and to subsidize Housing Programs Department. Most properties are cash flowing, with the exception of the smaller properties
- Third Party Management: Currently, all AHA/AAHC properties except Independence Plaza and Anne B. Diament are with 3rd party management. There are no plans in moving these assets over to 3rd party management in Fiscal Year 2021-22
- Does not include upcoming Pulte acquisition in the Summer 2021 months, but it is expected that expenses will be covered by revenues

Housing Programs Department

- Fiscal Year 2020-21 Net loss expected - \$1,897,814.04
- Cost issues – 6th year of losses
 - HUD has not provided sufficient administrative fee income to support the Housing Program
 - Actual projected loss for FY 2021-22 is lower than expected due to staff vacancies and some cost efficiencies. Budgeted loss for FY 2020-21 was \$1,819,858, but expected actual loss is approximately \$1 million.
 - Streamlining initiatives with HUD
 - Staffing may need to be reallocated/reduced in future years to balance the Housing Programs Department budget
- Proposed Board Action
 - Approve fund transfer of up to \$1,897,814.04 in next year, as needed, from property operating reserves to the Housing Programs Department.

Fiscal Year 2021-22 Budget Summary

- Operating Surplus: **\$3,330,506**
- Capital Improvements Projects: in excess of **\$25 Million**
- Cash and investments at June 2021: in excess of **\$25 Million**

Staff Recommendation

Adoption of the Housing Authority's Budget for Fiscal Year 2021-22 Including Approval of:

- Operating Income and Expense
- Housing Assistance Payment (HAP) Budget
- Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Years 2021-22 to cover these expenses
- Transfer by the Executive Director of up to **\$1,897,814.04** in the budget year, as needed, from AHA property reserves to cover losses in the Housing Programs Department operating budget

Adoption of the Housing Authority’s Budget for Fiscal Year 2021-22

Attachment D

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. ____

APPROVING AND ADOPTING
HOUSING AUTHORITY’S ONE YEAR BUDGET
FOR THE FISCAL YEAR ENDING JUNE 30, 2022

WHEREAS, the Executive Director has submitted a one year proposed budget to the Board of Commissioners of the Housing Authority of the City of Alameda; and

WHEREAS, the Housing Authority has sufficient operating reserves to meet the working capital needs of its properties; and

WHEREAS, the proposed budget includes expenditures that are necessary for the efficient and economical operation of the housing for the purpose of serving low-income residents; and

WHEREAS, the proposed budget indicates a source of funds adequate to cover all proposed expenditures; and

WHEREAS, the Housing Authority will comply with all state and federal wage rate requirements where applicable and requirements for access to records and audits.

WHEREAS, the proposed FY2021-22 budget includes approval of:

- i. Summary of the FY2021-22 Budget and related income and expenses
- ii. Housing Assistance Payment (HAP) Budget and related expenditure of HUD-held HAP reserves
- iii. Capital Improvement Project (CIP) Budget and related use of property and agency reserves and surplus operating cash from Fiscal Years 2021-22 to cover these expenses
- iv. Transfer by the Executive Director of up to \$1,897,814.04 in this budget year, as needed, from AHA property reserves to cover losses in the Housing Programs operating budget

NOW, THEREFORE. BE IT RESOLVED, that the Board of Commissioners of the Housing Authority of the City of Alameda hereby adopts the Housing Authority’s Budget Resolution for the fiscal year ending June 30, 2022.

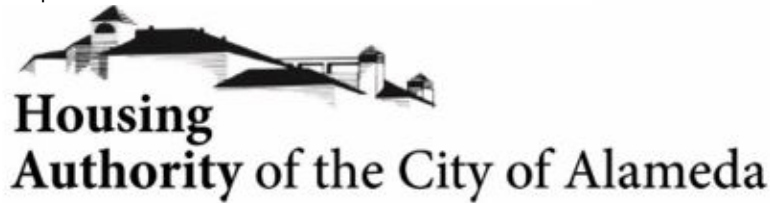
ATTEST:

Vanessa M. Cooper
Secretary/Executive Director

Kenji Tamaoki, Chair
Board of Commissioners

Adopted: _____

Questions or Comments?



PHONE (510) 747-4300
 FAX (510) 522-7848
 TTY/TRS 711

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners
 From: Janet Basta, Director of Human Resources and Operations
 Date: June 24, 2021
 RE: Approve the Schedule of Authorized Positions and Adopt the
 Corresponding Resolution to Adopt a Revised Pay Schedule

BACKGROUND

Each year as part of the budgeting process, a Schedule of Authorized Positions for the upcoming year is developed and presented to the Board for adoption. Generally, this is done as part of the budget memo. This year, however, a separate memo is being presented to provide further explanation of the changes being proposed to the Schedule for the upcoming year.

Additionally, there are corresponding changes to the Pay Schedule that require Board approval, including changes based on a review of wage rates for Resident Manager Staff.

DISCUSSION

Schedule of Authorized Positions

A net increase of 0.37 FTE's is proposed in the Schedule, with FTE's increasing from 54.63 to 55.0. This increase is proposed based on the following considerations.

Outsourcing of some AHA properties to third party management has continued to reduce the amount of staff time required to support the remaining properties and property management functions. One Maintenance Technician retired in December and AHA management proposes not replacing that position. Esperanza was outsourced in January, and the Resident Manager position for the property has been eliminated. At the same time, remaining Resident Manager staff are assuming additional duties, and to help with this as well as to provide additional emergency and leave coverage at the properties, AHA management proposes hiring a full-time Assistant Resident Manager for Independence Plaza, rather than a limited part-time position.

In the Administration Department, the addition of an Administrative Manager is proposed. This position would provide general high-level support on a number of Agency-wide operational and administrative issues, which is expected to include reasonable accommodations, procurement, and Diversity, Equity and Inclusion initiatives. In the Housing Development Department, a Construction Project Manager



Honorable Chair and
Members of the Board of Commissioners

June 24, 2021
Page 2 of 3

position is being requested. This position, which is budgeted beginning in October 2021, would have primary responsibility for overseeing the renovation of the maintenance garage as well as managing other medium-sized construction and renovation projects related to the aging portfolio. Consistent with the scope of the role, the Asset Manager position is now in Property Operations, reporting to the Director of Portfolio Management; no other change to this position is being proposed at this time; though there is a footnote that it may be filled at the Senior level, plans to do so are not currently in place.

Staffing levels and positions in the Finance, Housing Programs and Rental Programs Departments remain unchanged from FY 2021. The one exception to this is the addition of funding for an Assistant Director of Housing Programs for a portion of FY 2022. This is not an additional position, but rather provides the option to upgrade the level of duties of an existing staff or, should a supervisor position become vacant, hire a replacement at a higher level. This change would provide the opportunity for additional cross-training, succession planning and resource development to back-up the Director position in the Agency's largest department.

Pay Schedule

The Pay Schedule was most recently revised effective August 30, 2020 when a COLA was proposed and approved by the Board. The only rate changes to the Pay Schedule at this time, are increases in the hourly rate for the Resident Manager (I and II) and Assistant Resident Manager positions. The proposed changes are based on a review of salary/benefits for Property Management staff of John Stewart Co, both at AHA properties and averages in Alameda County, and are being to ensure that AHA wages remain competitive and to assist in attracting skilled candidates for these positions when vacancies occur. Note that these positions were not included in compensation studies done over the past few years as periodic adjustments, including creation of a level II position, had been made.

Ranges for the proposed positions are shown on the pay schedule; the Construction Manager is proposed at range 35 (same range as the Project Manager), and the Administrative Manager and Assistant Director of Housing Programs are proposed at range 42 (same as Senior level technical positions). The Maintenance/Facilities Supervisor position has been removed from the Pay Schedule. This position is not budgeted for in the upcoming fiscal year, and with outsourcing of properties, is no longer needed as other positions in Property Operations have assumed the responsibilities that needed to continue.

HR staff is also observing some upward pressure on salaries, including several candidates turning down offers, staff leaving for other positions and other PHAs beginning to post similar positions at higher pay levels. Staff will return to the Board with an update in August.



Honorable Chair and
Members of the Board of Commissioners

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June 24, 2021
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FISCAL IMPACT

The financial impact of the changes outlined in this memo have been incorporated into the salary and benefits budget for 2021-2022 and are reflected in the proposed budget for the upcoming year.

RECOMMENDATION

Approve the Schedule of Authorized Positions and Adopt the Corresponding Resolution to Adopt a Revised Pay Schedule.

Respectfully submitted,

DocuSigned by:

72DC869D12E247A...

Janet Basta
Director of Human Resources and Operations

Attachment(s):

- Exhibit 1: Schedule of Authorized Positions for FY 2021-2022
- Exhibit 2: Pay Schedule for FY 2021-2022
- Exhibit 3: Resolution to Adopt the Schedule of Authorized Positions and Pay Schedule

**Housing Authority of the City of Alameda
Schedule of Authorized Positions
July 1, 2021**

Exhibit 1

	2020-2021 approved	Proposed change	Year on Year
Department/Position Title	FTE 2020-2021	FTE 2021 - 2022	Difference
Administration Department			
Executive Director	1.00	1.00	
Deputy Executive Director	1.00	1.00	
Director of HR and Operations	1.00	1.00	
Executive Assistant	1.00	1.00	
Risk Manager	1.00	1.00	
Community Relations Manager	1.00	1.00	
Administrative Manager (See Note G)	0.00	1.00	
Senior Management Analyst	2.00	2.00	
Management Analyst	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	12.00	13.00	1.00
Finance Department			
Director of Finance	1.00	1.00	
Controller	1.00	1.00	
Accounting Officer (See Note C)	1.00	1.00	
Accounting Specialist	2.00	2.00	
Sub-total	5.00	5.00	0.00
Housing Programs Department			
Director of Housing Programs	1.00	1.00	
Housing Programs Supervisor (See Note E)	2.00	2.00	
Housing Specialist III	1.00	1.00	
Housing Specialist I & II (See Note B)	7.00	7.00	
Program Assistant (See Note D)	2.50	2.50	
Sub-total	13.50	13.50	0.00
Property Operations Department			
Director of Portfolio Management (prior title Property Operations)	1.00	1.00	
Property Management Supervisor	1.00	1.00	
Project Manager	0.50	0.00	
Asset Manager (See Note H)	0.00	1.00	
Housing Specialist I/II (See Note B)	1.00	1.00	
Maintenance Technician I & II (See Note B)	5.00	4.00	
Maintenance Specialist	1.00	1.00	
Resident Manager I and II (See Notes A and B)	3.00	2.00	

Assistant Resident Manager	(See Notes A and B)	0.13	1.00	
Housing Development Department				
Director of Housing Development (prior title Housing and Community Development)		1.00	1.00	
Senior Project Manager		2.00	2.00	
Project Manager		1.00	1.00	
Construction Project Manager	(see Note F)	0.00	1.00	
Asset Manager		1.00	0.00	
Program Assistant		0.50	0.50	
Sub-total		5.50	5.50	0.00
Rental Program Department				
Director of Rent Program		1.00	1.00	
Management Analyst		1.00	1.00	
Rent Program Specialist		3.00	3.00	
Program Assistant		1.00	1.00	
Sub-total		6.00	6.00	0.00
Total		54.63	55.00	0.37

Note A: Resident employees are contracted employees and are required to reside on-site at assigned Housing Authority complexes. Each Resident employee has an individual at will employment contract.

Note B: Positions at the I and II levels are combined as a total count to allow for flexibility in staffing.

Note C: Position may be renamed or filled at a lower level

Note D: Position may be filled at the Program or Housing Assistant level.

Note E: One position may be filled at an Assistant Director level beginning April 2022

Note F: Incorporates 0.5 FTE Project Manager from Property Operations, start Oct 2021

Note G: Position to start November 2021

Note H: Position moved to Property Operations Department; may be filled at a Senior level

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2021-2022 eff. 7/1/2021**

PositionTitle	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/30/2020	\$ 4,766	\$ 5,004	\$ 5,254	\$ 5,516	\$ 5,792
Program Assistant	14	8/30/2020	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082	\$ 6,386
Maintenance Technician I****	16	8/30/2020	\$ 5,516	\$ 5,792	\$ 6,082	\$ 6,386	\$ 6,705
Housing Specialist I	18	8/30/2020	\$ 5,792	\$ 6,082	\$ 6,386	\$ 6,705	\$ 7,041
Accounting Specialist	18	8/30/2020	\$ 5,792	\$ 6,082	\$ 6,386	\$ 6,705	\$ 7,041
Maintenance Specialist	20	8/30/2020	\$ 6,082	\$ 6,386	\$ 6,705	\$ 7,041	\$ 7,393
Housing Specialist II	22	8/30/2020	\$ 6,386	\$ 6,705	\$ 7,041	\$ 7,393	\$ 7,763
Rent Program Specialist (aka Rent Stabilization)	22	8/30/2020	\$ 6,386	\$ 6,705	\$ 7,041	\$ 7,393	\$ 7,763
Maintenance Technician II****	22	8/30/2020	\$ 6,386	\$ 6,705	\$ 7,041	\$ 7,393	\$ 7,763
Executive Assistant	25	8/30/2020	\$ 6,873	\$ 7,217	\$ 7,577	\$ 7,956	\$ 8,354
Housing Specialist III	26	8/30/2020	\$ 7,041	\$ 7,393	\$ 7,763	\$ 8,151	\$ 8,559
Accounting Officer	28	8/30/2020	\$ 7,393	\$ 7,763	\$ 8,151	\$ 8,559	\$ 8,985
Property Management Supervisor	33	8/30/2020	\$ 8,354	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155
Housing Programs Supervisor	33	8/30/2020	\$ 8,354	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155
Management Analyst	33	8/30/2020	\$ 8,354	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155
Project Manager	35	8/30/2020	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155	\$ 10,662
Construction Project Manager	35	7/1/2021	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155	\$ 10,662
Asset Manager	35	8/30/2020	\$ 8,772	\$ 9,210	\$ 9,671	\$ 10,155	\$ 10,662
Administrative Manager	42	7/1/2021	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Assistant Director of Housing Programs	42	7/1/2021	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Controller	42	8/30/2020	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Community Relations Manager	42	8/30/2020	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Risk Manager*	42	8/30/2020	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Senior Project Manager	42	8/30/2020	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Senior Management Analyst	42	8/30/2020	\$ 10,402	\$ 10,922	\$ 11,468	\$ 12,041	\$ 12,644
Director of Housing Programs	50	8/30/2020	\$ 12,644	\$ 13,276	\$ 13,940	\$ 14,637	\$ 15,369
Director of Portfolio Management (aka Property Operations)	50	8/30/2020	\$ 12,644	\$ 13,276	\$ 13,940	\$ 14,637	\$ 15,369
Director of Rent Programs (aka Rent Stabilization)	50	8/30/2020	\$ 12,644	\$ 13,276	\$ 13,940	\$ 14,637	\$ 15,369
Director of HR and Operations	54	8/30/2020	\$ 13,940	\$ 14,637	\$ 15,369	\$ 16,137	\$ 16,944
Director of Housing Development (aka HCD)	54	8/30/2020	\$ 13,940	\$ 14,637	\$ 15,369	\$ 16,137	\$ 16,944
Director of Finance	56	8/30/2020	\$ 14,637	\$ 15,369	\$ 16,137	\$ 16,944	\$ 17,791
Deputy Executive Director	60	8/30/2020	\$ 16,137	\$ 16,944	\$ 17,791	\$ 18,681	\$ 19,615
Executive Director**	N/A	8/30/2020	\$ 22,982	\$ 24,131			
Resident Manager II***, ****	N/A	7/1/2021	\$ 32.59/hour				
Resident Manager ***, ****	N/A	7/1/2021	\$ 23.59/hour				
Assistant Resident Manager***	N/A	7/1/2021	\$ 20.00/hour				

*May be hired as a Senior Management Analyst

**Salary authorized by Board of Commissioners per Employment Agreement

***Resident and Resident Custodian staff are paid a flat hourly rate; no range is applied

****Indicates classification with 40 hour work week; other positions are based on 37-1/2 hour work week

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

ADOPT THE SCHEDULE OF AUTHORIZED POSITIONS AND REVISED PAY
SCHEDULE FOR FISCAL YEAR 2021-2022

WHEREAS, the Housing Authority of the City of Alameda prepares a Schedule of Authorized Positions; and

WHEREAS, the Housing Authority of the City of Alameda desires to ensure a competitive compensation (salary and benefits) package for its positions; and

WHEREAS, the Housing Authority of the City of Alameda has identified the need for additional positions in the Agency;

NOW, THEREFORE, BE IT RESOLVED, that effective July 1, 2021, the Housing Authority will adopt the revised Schedule of Authorized Positions and Pay Schedule for Fiscal Year 2021-2022.

ATTEST:

Vanessa M. Cooper
Secretary

Kenji Tamaoki, Chair
Board of Commissioners

Adopted: _____

OMBUDSMAN

The Housing Authority of the City of Alameda Ombudsman is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients.

The Ombudsman is a community liaison and provides an array of duties, including:

- Resolving AHA tenant or Section 8 complaints.
- Identifying AHA staff members to answer your specific questions.
- Developing and expanding community partnerships.
- Serving as neutral AHA representative to help our clients find resolution.
- Ensures that tenant or landlord concerns are fully addressed.

All AHA tenants, AHA program participants, and AHA landlords are encouraged to first call their designated AHA contact person before contacting the Ombudsman. Also, please direct their routine questions and concerns to their designated AHA contact person.

To contact the Ombudsman, please call (510) 747-4358 or send email to ombudsman@alamedahsg.org



GOALS

1. Improve customer service
2. Ensure proper access for tenants to services
3. Avoid or decrease negative press
4. Ensure complaints are fully resolved in timely manner
5. Reach sound housing decisions based on policy
6. Increase tenant and landlord satisfaction
7. Improve internal and external communication
8. Identify trends and areas for improvement

MATERIALS

1. Excel tracking document
2. Ombudsman webpage (with Form) on AHA website
3. Ombudsman Phone and Email
4. Ombudsman Public Presentation
5. Ombudsman Public Flyer
6. Legal and Social Services Resources (referrals)
7. Staff Training and Public outreach

QUALITY CONTROL

1. Maintain tracking document for all Ombudsman contacts and resolutions reached
2. Quarterly Report to Executive Director
3. Phone recordings/Yardi notes
4. Customer Surveys
5. Internal audits
6. Ombudsman Backup



Housing Authority of the City of Alameda

PHONE (510) 747-4300
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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: June 24, 2021

Re: Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) General Rule or "Common Sense" Exemption; Conduct a Public Hearing pursuant to Health and Safety Code Section 34312.3; Adopt Resolution Authorizing and Approving the Easement on Real Property located in the City of Alameda, County of Alameda, CA, to Alameda Affordable Housing Corporation; Approve the attached form of Easement Agreement between the Housing Authority of the City of Alameda (Housing Authority) and Alameda Affordable Housing Corporation; and Authorize the Executive Director, or designee, to execute an Easement Agreement and any other documents, on behalf of the Housing Authority, conforming in form and substance to the attached form of Easement, and administer all actions necessary to implement, and complete and memorialize the transactions contemplated in the easement, subject to approval by General Counsel

BACKGROUND

The Housing Authority of the City of Alameda ("AHA") owns that certain real property improved with an approximately 140,300 square feet of residential and office buildings, parking lots, play areas and community spaces, located at 1901 3rd Street, Alameda, CA, ("Land").

In May 2021, the Housing Authority of the City of Alameda (AHA) agreed to transfer the property to the Alameda Affordable Housing Corporation (AAHC), with all of its leases, uses, and agreements. It was later discovered that the property to be transferred did not include the parking lot at the north end of the property. To facilitate the ongoing ability of AAHC to use the space as parking, the two parties wish to sign an easement allowing AAHC to use the parking lot for its residents. The parking lot is on a separate lot and will not be transferred during the transaction approved on May 2021.

DISCUSSION

AHA and AAHC desire to create an easement that will allow AAHC to use the adjacent parking lot that will not be transferred with the rest of the property and improvements at 1901 3rd Street. The agreement required AAHC to do ordinary maintenance on the parking lot, while AHA retains the responsibility to do major or extraordinary maintenance. The easement will be recorded on title until removed by both parties

Health and Safety Code Section 34312.3(b) grants housing authorities a variety of powers including the power to sell, lease or otherwise dispose of real property without complying with any provision of law concerning disposition of surplus property if the proceeds of the sale or lease are used directly to assist a housing project for persons of low income. The easement will allow the parking lot to be used by AAHC's residents of a deed-restricted affordable property. There are no net proceeds from the use of the easement, but the space will be used directly to assist an affordable housing project for persons of low income, consistent with Health and Safety Code section 34312.3. AHA will hold a public hearing prior to considering the easement pursuant to Health and Safety Code section 34312.3.

Pursuant to the California Environmental Quality Act (CEQA), the easement on the property was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1 – Existing Facilities and Section 15061 (b)(3), commonsense, general rule exemption. The proposed project is an easement for an existing property used for parking for residents of a low-income community. No development is contemplated as part of the proposed easement, and it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the easement agreement is the conveyance of a easement on the real property. It will not require any construction activities and it will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

FINANCIAL IMPACT

Staff recommends that the easement be issued at no charge to AAHC, but with the stipulation that AAHC maintains the parking lot in good operating condition, as described in the easement language. As such, there is no financial impact to AHA in connection with this matter.

RECOMMENDATION

That the Board of Commissioners:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Existing Facilities Exemption and Section 15061(b)(3) General Rule or "Common Sense" Exemption;
2. Conduct a Public Hearing pursuant to Health and Safety Code Section 34312.3;
3. Adopt Resolution Authorizing and Approving the Easement on Real Property located in the City of Alameda, County of Alameda, CA, to Alameda Affordable Housing Corporation;
4. Approve the attached form of Easement Agreement between the Housing Authority of the City of Alameda (Housing Authority) and Alameda Affordable Housing Corporation; and
5. Authorize the Executive Director, or designee, to execute an Easement Agreement and any other documents, on behalf of the Housing Authority, conforming in form and

Honorable Chair and
Members of the Board of Commissioners

June 24, 2021¹⁵⁸
Page 3 of 3

substance to the attached form of Easement, and administer all actions necessary to implement, and complete and memorialize the transactions contemplated in the easement, subject to approval by General Counsel.

Respectfully submitted,

DocuSigned by:

Sylvia Martinez

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Sylvia Martinez

Director of Housing Development

Attachment(s):

1. Draft Parking Access Easement Agreement (Esperanza)
2. Draft Resolution

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

DRAFT

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Attention: Executive Director

EXEMPT FROM RECORDING FEE PER
SECTION 27383 AND 27388.1 OF
CALIFORNIA GOVERNMENT CODE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Address: 1905 Third Street, Alameda, California 94501

PARKING ACCESS EASEMENT AGREEMENT
(Esperanza)

This Parking Access Easement Agreement (this "Agreement"), is dated as of July 1, 2021, by and between the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("AAHC"). The Authority and AAHC are at times referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, the Authority is the fee title owner of a parcel of real property located in the City of Alameda, County of Alameda, California, more particularly described in Exhibit A, attached hereto and incorporated herein (collectively, the "Authority Parcel"). Employees, agents, tenants, licensees, lessees (including, without limitation, sublessees), successors, guests and invitees of the owners and lessees of the Authority Parcel shall be collectively referred to herein as the "Authority Parties;"

B. WHEREAS, AAHC is the fee title owner of a parcel of real property adjacent to the Authority Parcel, located at 1905 Third Street, in the City of Alameda, County of Alameda, California, more particularly described in Exhibit B (the "AAHC Parcel"). Employees, agents, tenants, licensees, lessees (including, without limitation, sublessees), successors, guests and invitees of the owners and lessees of the AAHC Parcel shall be collectively referred to herein as the "AAHC Parties;"

C. WHEREAS, as set forth in Section 1(a) of this Agreement, the Authority desires to grant to AAHC, and AAHC desires to accept from the Authority, a nonexclusive, irrevocable easement over the Authority Parcel providing the AAHC Parties rights of ingress and egress, and access to the parking on the Authority Parcel; and

D. WHEREAS, the Parking Access Easement (as defined below) is depicted on the site plan, attached hereto as Exhibit C, and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Easement.

(a) Parking Access Easement. The Authority grants AAHC, for the nonexclusive use and benefit of the AAHC Parties, a nonexclusive, irrevocable easement over, under, on and/or across the Authority Parcel to provide vehicular and pedestrian ingress and egress to and from the Authority Parcel (the "Parking Access Easement"). The Parking Access Easement is depicted on the site plan, attached hereto as Exhibit C. The Parking Access Easement shall burden the Authority Parcel for the benefit of the AAHC Parcel, and it is a covenant that shall run with the land.

2. Construction of Improvements.

(a) AAHC shall bear the cost of, and have the responsibility for the construction of any improvements within the Parking Access Easement, if applicable, including, as may be needed: (i) removal of any existing improvements, (ii) adjustments to grade, (iii) any fill, repaving, landscaping, installation of lighting, re-striping and/or painting, and (iv) installing utility and drainage lines (collectively, the "Parking Access Easement Improvements").

(b) The Authority hereby grants AAHC, as applicable, a nonexclusive, temporary easement over and across the Authority Parcel for the purposes of constructing the Easement Improvements, which shall be constructed in accordance with applicable city and state requirements and shall be done as expeditiously as is reasonably possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from, or use of, the Authority Parcel by the Authority Parties.

3. Reasonable Use.

AAHC shall reasonably use the Parking Access Easement in accordance with its intended use and shall not construct any fence, gate or other improvement on the Parking Access Easement that would exclude or in any way prevent the full use and enjoyment of the Authority Parcel by the Authority Parties or in any way block or limit access by emergency vehicles to the Authority Parcel.

4. Maintenance and Repair of Easement Improvements.

(a) Maintenance. AAHC shall be responsible for performing and paying for all Ordinary Maintenance within the Parking Access Easement. "Ordinary Maintenance" shall mean all maintenance required to maintain the Easement Improvements in a good, safe and usable condition, in good repair, and in compliance with all applicable city and county ordinances, including . Ordinary Maintenance includes, but is not necessarily limited to: (i) keeping the Easements and the Easement Improvements free of trash and debris; (ii) sweeping of paved areas and surrounding sidewalks; (iii) removal of graffiti; (iv) maintenance of the landscaping (including watering, trimming, weeding, or mowing any lawn area); and (v) any other type of maintenance not considered to be a Major Repair or Replacement, as defined below.

(b) Major Repair or Replacement. The Authority shall be responsible for performing and paying for all Major Repair or Replacement of the Parking Access Easement Improvements. "Major Repair or Replacement" shall mean any major repair or replacement of the Easement Improvements needed due to normal deterioration over time, requirements of public bodies or other third-parties with enforcement powers, or as a result of fire, earthquake or other casualty. Major Repair or Replacement includes, but is not necessarily limited to: (i) repaving, resealing or resurfacing; and (ii) re-landscaping, regrading, and repair of potholes and sinkholes.

(c) Damage Other than Ordinary Maintenance or Major Repair or Replacement. To the extent any damage to the Easement Improvements is caused by or attributable to the Party who is not responsible for maintaining, repairing, or replacing it, and is not due to normal deterioration over time, the Party causing the damage shall bear the repair and maintenance, or replacement, costs related to the damage but only to the extent such damage was (i) caused by or attributable to such Party, and (ii) is not covered by any casualty insurance. This Section 4(c) shall not be used to limit or relieve the liability of the Party who actually caused the damage. Notwithstanding the foregoing, the Party responsible for the Ordinary Maintenance or Major Repairs and Replacement pursuant to Sections 4(a) and 4(b) of this Agreement shall immediately make the necessary repairs and/or perform the necessary Ordinary Maintenance or Major Repairs and Replacement, and only after such repairs are made, may such Party pursue reimbursement from the other Party pursuant to this Section 4(c).

(d) Emergency Repairs. Notwithstanding anything contained herein to the contrary, either Party (the "Repairing Party") shall have the right to make emergency repairs to the Easement Improvements in order to prevent imminent injury or damage to persons or property ("Emergency Repairs"). The Repairing Party shall notify the other Party of the Emergency Repairs and the cost thereof as soon as reasonably possible thereafter. The costs shall be allocated in accordance with the allocation for costs of Ordinary Maintenance and/or Major Repair and Replacement set forth in this Section 4.

5. General Liability Insurance. The Authority and AAHC shall each keep in full force and effect a policy or policies of comprehensive general liability insurance and property

damage insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about its respective property and the Easements. The limits of each such insurance policy shall be not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence and Two Million and No/100ths Dollars (\$2,000,000.00) in the aggregate, including coverage for contractual liability and personal injury, and shall name the other Party as an additional insured. The Parties shall increase the insurance limit from time to time in accordance with common industry practices and standards.

6. License. The Authority hereby grants to AAHC a license to enter onto the Authority Parcel for the purpose of conducting Ordinary Maintenance, Major Repair or Replacement and Emergency Repairs. This license shall remain in effect as long as this Agreement remains in place and is binding on the Parties or their respective successors and assigns.

7. Indemnity. Each Party shall hold harmless, indemnify and defend the other Party (and its respective partners, lenders, successors and assigns) from and against any and all actual liabilities and claims, arising from or related to the use, maintenance, or replacement of the Easements by such Party (or any tenant, licensee, invitee, employee, or guest of such Party), including, without limitation, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person. The indemnity shall cover the costs and expenses of the indemnified Party, including reasonable attorneys' fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. Each Party shall notify the other Party of any claim against such Party covered by the indemnity within ten (10) calendar days after it has notice of such claim, but failure to notify the indemnifying Party shall in no case prejudice the rights of the indemnified Party under this Agreement unless the indemnifying Party shall be prejudiced by such failure and then only to the extent the indemnifying Party shall be prejudiced by such failure. Should the indemnifying Party fail to discharge or undertake to defend the indemnified Party against such liability within forty-five (45) calendar days after learning of the same, then the indemnified Party may settle such liability, and the liability of the indemnifying Party hereunder shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including reasonable attorneys' fees and costs, incurred by the indemnified Party in effecting such settlement.

8. Taxes. Each Party shall be responsible for payment of all taxes, assessments, fees and other governmental charges with respect to its respective property. Any property taxes that may be attributable to the Parking Access Easement shall be paid by AAHC.

9. Default and Remedies. In the event of any breach of this Agreement by a Party, the nonbreaching Party may give the breaching Party written notice describing the breach and thirty (30) calendar days in which to cure such breach. Should the breaching Party fail to cure such breach within the thirty (30)-calendar day cure period, the nonbreaching Party may take any action available to it in law or in equity.

10. Release. The Parties release each other, and their respective authorized

representatives, from any claims for liability under this Agreement that are caused by or result from risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage.

11. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any part of the Easements to or for the use of the general public for any public purpose whatsoever.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

13. Amendment or Termination. This Agreement shall not be terminated, rescinded, or amended without the written approval of both the Authority and AAHC.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

16. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

17. Joint and Several Obligations. In the event any Party hereto is composed of more than one person or entity, the obligations of such Party shall be joint and several.

18. Severability. If any clauses of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

19. Binding Effect. All of the limitations, covenants, conditions, easements, restrictions, obligations and requirements contained herein shall attach to and run with the Authority Parcel and the AAHC Parcel, and shall, except as otherwise set forth herein, benefit or be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns, as applicable, of each of the Parties. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, or assign of such Party that has acquired an interest in compliance with the terms of this Agreement, or under law. Any purchaser under any contract by acceptance of a deed of conveyance for either the Authority Parcel or the AAHC Parcel accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Agreement, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall

be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation.

20. No Partnership. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

21. No Cancellation Upon Breach. It is expressly agreed that no breach of this Easement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement.

22. No Waiver. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

23. Captions. The section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

24. Counterparts; Multiple Originals. This Agreement may be signed in one or more counterparts.

25. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return-receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Parties as follows:

To the Authority: Housing Authority of the City of Alameda
 701 Atlantic Avenue
 Alameda, California 94501
 Attention: Executive Director

If to AAHC: Alameda Affordable Housing Corporation
 701 Atlantic Avenue
 Alameda, California 94501
 Attention: Executive Director

26. Recordation. This Agreement shall be recorded in the office of the recorder of the County of Alameda.

27. Exhibits. The following Exhibits are hereby attached to this Agreement and incorporated herein:

Exhibit A: Legal Description of the Authority Parcel

Exhibit B: Legal Description of the AAHC Parcel

Exhibit C: Site Plan

[SIGNATURE PAGES FOLLOW]

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

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA,
a public body, corporate and politic

By: _____
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE ACKNOWLEDGED]

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**Parking Access Easement Agreement
(Esperanza)**

AAHC:

ALAMEDA AFFORDABLE HOUSING
CORPORATION,
a California nonprofit public benefit corporation

By: _____
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE ACKNOWLEDGED]

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**Parking Access Easement Agreement
(Esperanza)**

CONSENT AND JOINDER
NORTHMARQ CAPITAL FINANCE, L.L.C.

The undersigned, Northmarq Capital Finance, L.L.C., a Nebraska limited liability company (the "Lender"), pursuant to that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 30, 2014, and recorded June 30, 2014, as Instrument Number 2014154352, in the Official Records of Alameda County (as may be amended from time to time, the "Mortgage"), by virtue of its rights and interests set forth in the Mortgage, hereby consents to and joins in that certain Parking Access Easement Agreement, between the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("AAHC") (the "Easement Agreement"), dated as of substantially even date herewith. The Lender hereby agrees to the granting of the easements set forth in the Easement Agreement, and agrees that any sale under foreclosure of the Mortgage shall be subject to the Easement Agreement.

Dated: July 1, 2021.

IN WITNESS WHEREOF, the Lender has executed this Consent and Joinder by its officers thereunto duly authorized as of the day and year first written above.

LENDER:

NORTHMARQ CAPITAL FINANCE, L.L.C.,
a Nebraska limited liability company

By: _____

Name: _____

Its: _____

CONSENT AND JOINDER
HOUSING AUTHORITY OF THE CITY OF ALAMEDA

The undersigned, the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), pursuant to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of July 1, 2021, and recorded as of substantially even date herewith, in the Official Records of Alameda County (as may be amended from time to time, the "Mortgage"), by virtue of its rights and interests set forth in the Mortgage, hereby consents to and joins in that certain Parking Access Easement Agreement, between the Authority and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation (the "Easement Agreement"), dated as of substantially even date herewith. The Authority hereby agrees to the granting of the easements set forth in the Easement Agreement, and agrees that any sale under foreclosure of the Mortgage shall be subject to the Easement Agreement.

Dated: July 1, 2021.

IN WITNESS WHEREOF, the Authority executed this Consent and Joinder by its officers thereunto duly authorized as of the day and year first written above.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA,
a public body, corporate and politic

By: _____

Vanessa Cooper
Executive Director

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**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT A

LEGAL DESCRIPTION OF THE AUTHORITY PARCEL

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**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT B**LEGAL DESCRIPTION OF THE AAHC PARCEL**

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF BRUSH STREET WITH THE EASTERLY LINE OF MAIN STREET, AS DELINEATED AND SO DESIGNATED ON MAP OF THE WOODSTOCK TRACT, FILED MAY 8, 1878 IN BOOK 6 OF MAPS AT PAGE 18 THEREOF, RECORDS OF ALAMEDA COUNTY; RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 1° 50' 30" EAST ALONG SAID EASTERLY LINE OF MAIN STREET, 315.00 FEET THENCE NORTH 85° 10' 00" EAST 61.28 FEET TO A POINT; THENCE NORTH 78° 47' 30" EAST 275.76 FEET; THENCE SOUTH 88° 42' 30" EAST 545.70 FEET TO A POINT IN THE EASTERLY LINE OF THIRD STREET; THENCE SOUTH 1° 50' 30" WEST ALONG SAID EASTERLY LINE OF THIRD STREET 114.49 FEET TO THE NORTHERLY LINE OF MAPLE STREET; THENCE NORTH 88° 09' 30" WEST ALONG SAID NORTHERLY LINE OF MAPLE STREET, 50.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 1° 50' 30" WEST 275.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE CENTER LINE OF BRUSH STREET; THENCE NORTH 88° 09' 30" WEST ALONG SAID CENTER LINE OF BRUSH STREET, 825.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ALAMEDA BY INSTRUMENT, RECORDED APRIL 4, 1973, IN REEL 3382, OF OFFICIAL RECORDS, IMAGE 203, FOR STREET PURPOSES IN THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BRUSH STREET (FORMERLY MANZANITA STREET) WITH THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AS SAID STREETS ARE SHOWN ON THE "NEW MAP OF WOODSTOCK" FILED MAY 8, 1878, IN BOOK 6 OF MAPS AT PAGE 18, RECORDS OF ALAMEDA COUNTY;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BRUSH STREET 5.00 FEET;

THENCE NORTHERLY, PARALLEL TO SAID WESTERLY LINE OF THIRD STREET, AND DISTANT 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM, 200 FEET TO THE SOUTHERLY LINE OF MAPLE STREET (FORMERLY WILLOW STREET) AS SAID STREET IS SHOWN ON SAID MAP;

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**Parking Access Easement Agreement
(Esperanza)**

THENCE EASTERLY ALONG LAST SAID LINE 5.00 FEET TO SAID WESTERLY LINE OF THIRD STREET;

THENCE SOUTHERLY ALONG LAST SAID LINE 200 FEET TO THE BEGINNING.

PARCEL TWO:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MAPLE STREET (FORMERLY WILLOW STREET) WITH THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AS SAID STREETS ARE SHOWN ON THE "NEW MAP OF WOODSTOCK;"

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF MAPLE STREET 5.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WESTERLY LINE OF THIRD STREET, AND DISTANT 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM 62.68 FEET TO THE NORTHERLY LINE OF LOT 16, BLOCK 43, AS SAID LINE, LOT AND BLOCK ARE SHOWN ON SAID MAP;

THENCE EASTERLY ALONG LAST SAID LINE 5.00 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THIRD STREET;

THENCE SOUTHERLY ALONG LAST SAID LINE 62.5 FEET TO THE BEGINNING.

PARCEL THREE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 43, AS SAID LOT AND BLOCK ARE SHOWN ON "NEW MAP OF WOODSTOCK," FILED MAY 8, 1878 AND RECORDED IN BOOK 6 OF MAPS AT PAGE 18, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5.00 FEET TO A LINE PARALLEL WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AND 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM, AS SAID LOT AND WESTERLY LINE ARE SHOWN ON SAID MAP;

THENCE NORTHERLY ALONG SAID PARALLEL LINE 51.45 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY LINE OF TRACT 39, AS SAID TRACT IS SHOWN ON "MAP OF ALAMEDA MARSH LAND," ETC., FILED JULY 30, 1900 AND RECORDED IN BOOK 25 OF MAPS AT PAGES 74, 76 AND 78, OFFICIAL RECORDS OF SAID ALAMEDA COUNTY;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 88° 34' EAST 5.00 FEET TO SAID PROLONGATION OF THE WESTERLY LINE OF THIRD STREET;

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**Parking Access Easement Agreement
(Esperanza)**

THENCE SOUTHERLY ALONG THE LAST SAID LINE 51.57 FEET, MORE OR LESS, TO THE BEGINNING.

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**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT C

SITE PLAN

[See Attached]

C-1

**Parking Access Easement Agreement
(Esperanza)**

Attachment 2

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

AUTHORIZATION TO EXECUTE AN EASEMENT AGREEMENT ON REAL
PROPERTY
LOCATED AT 1901 3RD STREET, ALAMEDA, CALIFORNIA;
AND APPROVING AND AUTHORIZING THE EASEMENT

WHEREAS, the Housing Authority of the City of Alameda ("Housing Authority") is a public entity, corporate and politic, organized and existing under the Housing Authorities law (commencing at Section 34200 of the California Health and Safety Code), and authorized to transact business and exercise the powers of a housing authority;

WHEREAS, Health and Safety Code Section 34312.3 grants housing authorities a variety of powers including the power to sell, lease or otherwise dispose of real property, after a public hearing, so long as the proceeds of any sale, lease or other disposition, net the cost of such sale, lease, or other disposition, are used directly to assist a housing project for persons of low income, and the funds in any trust fund established pursuant to Health and Safety Code Section 34312.3(f) are used directly to assist housing units for persons of very low income, without complying with any provision of law concerning disposition of surplus property;

WHEREAS, The Housing Authority of the City of Alameda ("AHA") owns that certain real property improved with an approximately 140,300 square feet of residential and office buildings, parking lots, play areas and community spaces, located at 1901 3rd Street, Alameda, CA, ("Property"). The Property is adjacent to the Esperanza Housing Complex, a multi-family affordable housing complex;

WHEREAS, the Housing Authority of the City of Alameda (AHA) agreed on May 19, 2021 to transfer the property to the Alameda Affordable Housing Corporation (AAHC), with all of its leases, uses, and agreements;

WHEREAS, AHA and AAHC desire to create an easement that will allow AAHC to use the adjacent parking lot that will not be transferred with the rest of the property and improvements at 1901 3rd Street. The agreement required AAHC to do ordinary maintenance on the parking lot, while AHA retains the responsibility to do major or extraordinary maintenance. The easement will be recorded on title until removed by both parties.

WHEREAS, the easement will be used for affordable housing purposes pursuant to Health and Safety Code Section 34312.3;

WHEREAS, the Housing Authority has reviewed and determined that the Easement Agreement of the Property is categorically exempt from the California Environmental

Quality Act (“CEQA”) under State CEQA Guidelines Section 15301 Class 1 – Existing Facilities and Section 15061 (b)(3), common sense, general rule exemption. The proposed project is an easement for an existing property used for parking for residents of a low-income community. No development is contemplated as part of the proposed easement, and it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the easement agreement is the conveyance of an easement on the real property. It will not require any construction activities and it will not lead to any direct or reasonably foreseeable indirect physical environmental impacts;

WHEREAS, a public hearing has been duly held by the Board of Commissioners of the Housing Authority on the proposed easement on the Property by the Housing Authority to AAHC and;

WHEREAS, the Board of Commissioners of the Housing Authority has duly considered all terms of the easement, the agenda report presented to it by staff and any testimony received at the public hearing, and believes that the easement on the Property is in the best interest of the Housing Authority and the City of Alameda, and the health, safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local law and requirements.

NOW THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Board of Commissioners of the Housing Authority of the City of Alameda (“Board”), in a special session assembled on June 24, 2021 as follows:

1. That the Board has received and heard all oral and written objections (if any) to the proposed easement agreement, to the proposed easement on the Property pursuant to the proposed agreement, and to the other matters pertaining to this transaction, and that all such oral and written objections (if any) are hereby overruled.
2. The foregoing recitals are true and correct and incorporated into this Resolution.
3. The Board, based upon a review of the evidence and information presented on the matter, as it relates to the easement, has determined that the proposed easement agreement is categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1 – Existing Facilities and Section 15061 (b)(3), common sense, general rule exemption. The proposed project is an easement for an existing property used for parking for residents of a low-income community. No development is contemplated as part of the proposed easement, and it can be seen with certainty that there is no possibility that the activity in question will have a significant impact on the environment since the easement agreement is the conveyance of an easement on the real property. It will not require any construction activities and it will not lead to any direct or reasonably foreseeable indirect physical environmental impacts.

4. The Board hereby approves and authorizes the easement agreement on that certain real property improved as a parking lot, adjacent to the Esperanza Housing Complex located at 1901 3rd Street, Alameda, CA ("Property") by the Housing Authority to the Alameda Affordable Housing Corporation, a California nonprofit corporation ("AAHC"). Accordingly, the Board hereby approves the form of easement agreement between the Housing Authority and AAHC, a form of which is attached hereto as Exhibit A and incorporated herein by this reference.
5. The Executive Director of the Housing Authority, or designee is hereby authorized to execute an easement agreement conforming in form and substance to the form of easement agreement attached hereto as Exhibit A, with the right to make necessary non-substantive modifications, subject to approval by General Counsel.
6. The Executive Director, or designee, is hereby authorized to sign all documents necessary and appropriate to carry out and implement the easement agreement including, but not limited to subsequent and relevant documents and to administer the Housing Authority's obligations, responsibilities, and duties to be performed under said easement agreement, subject to approval to form by General Counsel.
7. The benefits of the easement on the Property, are hereby authorized and directed to be used to assist a housing project pursuant to Health and Safety Code Section 34312.3.

BE IT FURTHER RESOLVED that all actions previously taken by the Housing Authority, or its employees, officers, and agents in connection with the easement agreement or the transactions described herein are hereby ratified and approved.

ATTEST:

Vanessa M. Cooper
Executive Director/Secretary

Kenji Tamaoki, Chair
Board of Commissioners

Adopted:

Date

EXHIBIT A
FORM OF AMENDED AND RESTATED LEASE AGREEMENT
(behind this page)

ALAMEDA AFFORDABLE HOUSING CORPORATION

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Date: June 24, 2021

Re: Accept the Easement Agreement between the Housing Authority of the City of Alameda, as owner, and the Alameda Affordable Housing Corporation, as beneficiary, for Continued Use of Real Property as Parking Located at Esperanza, 1903 3rd Street in the City of Alameda, County of Alameda, and Authorize the Executive Director or designee to Execute and Record the Easement

BACKGROUND

The Housing Authority of the City of Alameda ("AHA") owns that certain real property improved with an approximately 140,300 square feet of residential and office buildings, parking lots, play areas and community spaces, located at 1901 3rd Street, Alameda, CA, ("Land").

In May 2021, the Housing Authority of the City of Alameda (AHA) agreed to transfer the property to the Alameda Affordable Housing Corporation (AAHC), with all of its leases, uses, and agreements. It was later discovered that the property to be transferred did not include the parking lot at the north end of the property. To facilitate the ongoing ability of AAHC to use the space as parking, the two parties wish to sign an easement allowing AAHC to use the parking lot for its residents. The parking lot is on a separate lot and will not be transferred during the transaction approved on May 2021.

DISCUSSION

AHA and AAHC desire to create an easement that will allow AAHC to use the adjacent parking lot that will not be transferred with the rest of the property and improvements at 1901 3rd Street. The agreement required AAHC to do ordinary maintenance on the parking lot, while AHA retains the responsibility to do major or extraordinary maintenance. The easement will be recorded on title until removed by both parties.

FINANCIAL IMPACT

Staff recommends that the easement be issued at no charge to AAHC, but with the stipulation that AAHC maintains the parking lot in good condition and operational liability, as described in the easement language. The cost of maintenance and insurance is already included in the operating budget for Esperanza and thus there is no net financial impact of this action.

RECOMMENDATION

That the Board of Directors accept the Easement Agreement between the Housing Authority of the City of Alameda, as owner, and the Alameda Affordable Housing Corporation, as beneficiary, for Continued Use of Real Property as Parking Located at Esperanza, 1903 3rd Street in the City of Alameda, County of Alameda, and Authorize the Executive Director or designee to Execute and Record the Easement.

Respectfully submitted,

DocuSigned by:

Sylvia Martinez

88FEDACB7D8D461...

Sylvia Martinez

Director of Housing Development

Attachment(s):

1. Draft Parking Access Easement Agreement (Esperanza)

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

DRAFT

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, California 94501
Attention: Executive Director

EXEMPT FROM RECORDING FEE PER
SECTION 27383 AND 27388.1 OF
CALIFORNIA GOVERNMENT CODE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Address: 1905 Third Street, Alameda, California 94501

PARKING ACCESS EASEMENT AGREEMENT
(Esperanza)

This Parking Access Easement Agreement (this "Agreement"), is dated as of July 1, 2021, by and between the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("AAHC"). The Authority and AAHC are at times referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, the Authority is the fee title owner of a parcel of real property located in the City of Alameda, County of Alameda, California, more particularly described in Exhibit A, attached hereto and incorporated herein (collectively, the "Authority Parcel"). Employees, agents, tenants, licensees, lessees (including, without limitation, sublessees), successors, guests and invitees of the owners and lessees of the Authority Parcel shall be collectively referred to herein as the "Authority Parties;"

B. WHEREAS, AAHC is the fee title owner of a parcel of real property adjacent to the Authority Parcel, located at 1905 Third Street, in the City of Alameda, County of Alameda, California, more particularly described in Exhibit B (the "AAHC Parcel"). Employees, agents, tenants, licensees, lessees (including, without limitation, sublessees), successors, guests and invitees of the owners and lessees of the AAHC Parcel shall be collectively referred to herein as the "AAHC Parties;"

C. WHEREAS, as set forth in Section 1(a) of this Agreement, the Authority desires to grant to AAHC, and AAHC desires to accept from the Authority, a nonexclusive, irrevocable easement over the Authority Parcel providing the AAHC Parties rights of ingress and egress, and access to the parking on the Authority Parcel; and

D. WHEREAS, the Parking Access Easement (as defined below) is depicted on the site plan, attached hereto as Exhibit C, and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grant of Easement.

(a) Parking Access Easement. The Authority grants AAHC, for the nonexclusive use and benefit of the AAHC Parties, a nonexclusive, irrevocable easement over, under, on and/or across the Authority Parcel to provide vehicular and pedestrian ingress and egress to and from the Authority Parcel (the "Parking Access Easement"). The Parking Access Easement is depicted on the site plan, attached hereto as Exhibit C. The Parking Access Easement shall burden the Authority Parcel for the benefit of the AAHC Parcel, and it is a covenant that shall run with the land.

2. Construction of Improvements.

(a) AAHC shall bear the cost of, and have the responsibility for the construction of any improvements within the Parking Access Easement, if applicable, including, as may be needed: (i) removal of any existing improvements, (ii) adjustments to grade, (iii) any fill, repaving, landscaping, installation of lighting, re-striping and/or painting, and (iv) installing utility and drainage lines (collectively, the "Parking Access Easement Improvements").

(b) The Authority hereby grants AAHC, as applicable, a nonexclusive, temporary easement over and across the Authority Parcel for the purposes of constructing the Easement Improvements, which shall be constructed in accordance with applicable city and state requirements and shall be done as expeditiously as is reasonably possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from, or use of, the Authority Parcel by the Authority Parties.

3. Reasonable Use.

AAHC shall reasonably use the Parking Access Easement in accordance with its intended use and shall not construct any fence, gate or other improvement on the Parking Access Easement that would exclude or in any way prevent the full use and enjoyment of the Authority Parcel by the Authority Parties or in any way block or limit access by emergency vehicles to the Authority Parcel.

4. Maintenance and Repair of Easement Improvements.

(a) Maintenance. AAHC shall be responsible for performing and paying for all Ordinary Maintenance within the Parking Access Easement. "Ordinary Maintenance" shall mean all maintenance required to maintain the Easement Improvements in a good, safe and usable condition, in good repair, and in compliance with all applicable city and county ordinances, including . Ordinary Maintenance includes, but is not necessarily limited to: (i) keeping the Easements and the Easement Improvements free of trash and debris; (ii) sweeping of paved areas and surrounding sidewalks; (iii) removal of graffiti; (iv) maintenance of the landscaping (including watering, trimming, weeding, or mowing any lawn area); and (v) any other type of maintenance not considered to be a Major Repair or Replacement, as defined below.

(b) Major Repair or Replacement. The Authority shall be responsible for performing and paying for all Major Repair or Replacement of the Parking Access Easement Improvements. "Major Repair or Replacement" shall mean any major repair or replacement of the Easement Improvements needed due to normal deterioration over time, requirements of public bodies or other third-parties with enforcement powers, or as a result of fire, earthquake or other casualty. Major Repair or Replacement includes, but is not necessarily limited to: (i) repaving, resealing or resurfacing; and (ii) re-landscaping, regrading, and repair of potholes and sinkholes.

(c) Damage Other than Ordinary Maintenance or Major Repair or Replacement. To the extent any damage to the Easement Improvements is caused by or attributable to the Party who is not responsible for maintaining, repairing, or replacing it, and is not due to normal deterioration over time, the Party causing the damage shall bear the repair and maintenance, or replacement, costs related to the damage but only to the extent such damage was (i) caused by or attributable to such Party, and (ii) is not covered by any casualty insurance. This Section 4(c) shall not be used to limit or relieve the liability of the Party who actually caused the damage. Notwithstanding the foregoing, the Party responsible for the Ordinary Maintenance or Major Repairs and Replacement pursuant to Sections 4(a) and 4(b) of this Agreement shall immediately make the necessary repairs and/or perform the necessary Ordinary Maintenance or Major Repairs and Replacement, and only after such repairs are made, may such Party pursue reimbursement from the other Party pursuant to this Section 4(c).

(d) Emergency Repairs. Notwithstanding anything contained herein to the contrary, either Party (the "Repairing Party") shall have the right to make emergency repairs to the Easement Improvements in order to prevent imminent injury or damage to persons or property ("Emergency Repairs"). The Repairing Party shall notify the other Party of the Emergency Repairs and the cost thereof as soon as reasonably possible thereafter. The costs shall be allocated in accordance with the allocation for costs of Ordinary Maintenance and/or Major Repair and Replacement set forth in this Section 4.

5. General Liability Insurance. The Authority and AAHC shall each keep in full force and effect a policy or policies of comprehensive general liability insurance and property

damage insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about its respective property and the Easements. The limits of each such insurance policy shall be not less than One Million and No/100ths Dollars (\$1,000,000.00) per occurrence and Two Million and No/100ths Dollars (\$2,000,000.00) in the aggregate, including coverage for contractual liability and personal injury, and shall name the other Party as an additional insured. The Parties shall increase the insurance limit from time to time in accordance with common industry practices and standards.

6. License. The Authority hereby grants to AAHC a license to enter onto the Authority Parcel for the purpose of conducting Ordinary Maintenance, Major Repair or Replacement and Emergency Repairs. This license shall remain in effect as long as this Agreement remains in place and is binding on the Parties or their respective successors and assigns.

7. Indemnity. Each Party shall hold harmless, indemnify and defend the other Party (and its respective partners, lenders, successors and assigns) from and against any and all actual liabilities and claims, arising from or related to the use, maintenance, or replacement of the Easements by such Party (or any tenant, licensee, invitee, employee, or guest of such Party), including, without limitation, any damage to property (to the extent the damage is not covered by any casualty insurance) or injury to or death of any person. The indemnity shall cover the costs and expenses of the indemnified Party, including reasonable attorneys' fees and costs related to any actions, suits or judgments incident to any of the matters covered by such indemnity. Each Party shall notify the other Party of any claim against such Party covered by the indemnity within ten (10) calendar days after it has notice of such claim, but failure to notify the indemnifying Party shall in no case prejudice the rights of the indemnified Party under this Agreement unless the indemnifying Party shall be prejudiced by such failure and then only to the extent the indemnifying Party shall be prejudiced by such failure. Should the indemnifying Party fail to discharge or undertake to defend the indemnified Party against such liability within forty-five (45) calendar days after learning of the same, then the indemnified Party may settle such liability, and the liability of the indemnifying Party hereunder shall be conclusively established by such settlement, the amount of such liability to include both the settlement consideration and the reasonable costs and expenses, including reasonable attorneys' fees and costs, incurred by the indemnified Party in effecting such settlement.

8. Taxes. Each Party shall be responsible for payment of all taxes, assessments, fees and other governmental charges with respect to its respective property. Any property taxes that may be attributable to the Parking Access Easement shall be paid by AAHC.

9. Default and Remedies. In the event of any breach of this Agreement by a Party, the nonbreaching Party may give the breaching Party written notice describing the breach and thirty (30) calendar days in which to cure such breach. Should the breaching Party fail to cure such breach within the thirty (30)-calendar day cure period, the nonbreaching Party may take any action available to it in law or in equity.

10. Release. The Parties release each other, and their respective authorized

representatives, from any claims for liability under this Agreement that are caused by or result from risks insured against under any insurance policies carried by the Parties and in force at the time of any such damage.

11. No Dedication. Nothing contained in this Agreement shall be deemed a gift or dedication of any part of the Easements to or for the use of the general public for any public purpose whatsoever.

12. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

13. Amendment or Termination. This Agreement shall not be terminated, rescinded, or amended without the written approval of both the Authority and AAHC.

14. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

15. Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

16. Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

17. Joint and Several Obligations. In the event any Party hereto is composed of more than one person or entity, the obligations of such Party shall be joint and several.

18. Severability. If any clauses of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion shall remain in full force and effect.

19. Binding Effect. All of the limitations, covenants, conditions, easements, restrictions, obligations and requirements contained herein shall attach to and run with the Authority Parcel and the AAHC Parcel, and shall, except as otherwise set forth herein, benefit or be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns, as applicable, of each of the Parties. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, or assign of such Party that has acquired an interest in compliance with the terms of this Agreement, or under law. Any purchaser under any contract by acceptance of a deed of conveyance for either the Authority Parcel or the AAHC Parcel accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Agreement, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall

be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Agreement were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation.

20. No Partnership. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

21. No Cancellation Upon Breach. It is expressly agreed that no breach of this Easement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement.

22. No Waiver. The failure of either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

23. Captions. The section headings appearing in this Agreement are for convenience of reference only, and are not intended, to any extent and for any purpose, to limit or define the text of any section or subsection hereof.

24. Counterparts; Multiple Originals. This Agreement may be signed in one or more counterparts.

25. Notices. Formal notices, demands and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, return-receipt requested, or express delivery service with a delivery receipt, to the principal offices of the Parties as follows:

To the Authority: Housing Authority of the City of Alameda
 701 Atlantic Avenue
 Alameda, California 94501
 Attention: Executive Director

If to AAHC: Alameda Affordable Housing Corporation
 701 Atlantic Avenue
 Alameda, California 94501
 Attention: Executive Director

26. Recordation. This Agreement shall be recorded in the office of the recorder of the County of Alameda.

27. Exhibits. The following Exhibits are hereby attached to this Agreement and incorporated herein:

Exhibit A: Legal Description of the Authority Parcel

Exhibit B: Legal Description of the AAHC Parcel

Exhibit C: Site Plan

[SIGNATURE PAGES FOLLOW]

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

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA,
a public body, corporate and politic

By: _____
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE ACKNOWLEDGED]

S-1

**Parking Access Easement Agreement
(Esperanza)**

AAHC:

ALAMEDA AFFORDABLE HOUSING
CORPORATION,
a California nonprofit public benefit corporation

By: _____
Vanessa Cooper
Executive Director

[SIGNATURES MUST BE ACKNOWLEDGED]

S-2

**Parking Access Easement Agreement
(Esperanza)**

CONSENT AND JOINDER
NORTHMARQ CAPITAL FINANCE, L.L.C.

The undersigned, Northmarq Capital Finance, L.L.C., a Nebraska limited liability company (the "Lender"), pursuant to that certain Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of June 30, 2014, and recorded June 30, 2014, as Instrument Number 2014154352, in the Official Records of Alameda County (as may be amended from time to time, the "Mortgage"), by virtue of its rights and interests set forth in the Mortgage, hereby consents to and joins in that certain Parking Access Easement Agreement, between the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation ("AAHC") (the "Easement Agreement"), dated as of substantially even date herewith. The Lender hereby agrees to the granting of the easements set forth in the Easement Agreement, and agrees that any sale under foreclosure of the Mortgage shall be subject to the Easement Agreement.

Dated: July 1, 2021.

IN WITNESS WHEREOF, the Lender has executed this Consent and Joinder by its officers thereunto duly authorized as of the day and year first written above.

LENDER:

NORTHMARQ CAPITAL FINANCE, L.L.C.,
a Nebraska limited liability company

By: _____

Name: _____

Its: _____

CONSENT AND JOINDER
HOUSING AUTHORITY OF THE CITY OF ALAMEDA

The undersigned, the Housing Authority of the City of Alameda, a public body, corporate and politic, organized and existing under the laws of the State of California (the "Authority"), pursuant to that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of July 1, 2021, and recorded as of substantially even date herewith, in the Official Records of Alameda County (as may be amended from time to time, the "Mortgage"), by virtue of its rights and interests set forth in the Mortgage, hereby consents to and joins in that certain Parking Access Easement Agreement, between the Authority and Alameda Affordable Housing Corporation, a California nonprofit public benefit corporation (the "Easement Agreement"), dated as of substantially even date herewith. The Authority hereby agrees to the granting of the easements set forth in the Easement Agreement, and agrees that any sale under foreclosure of the Mortgage shall be subject to the Easement Agreement.

Dated: July 1, 2021.

IN WITNESS WHEREOF, the Authority executed this Consent and Joinder by its officers thereunto duly authorized as of the day and year first written above.

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA,
a public body, corporate and politic

By: _____

Vanessa Cooper
Executive Director

C-2

**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT A

LEGAL DESCRIPTION OF THE AUTHORITY PARCEL

A-1

**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT B**LEGAL DESCRIPTION OF THE AAHC PARCEL**

Real property in the City of Alameda, County of Alameda, State of California, described as follows:

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF BRUSH STREET WITH THE EASTERLY LINE OF MAIN STREET, AS DELINEATED AND SO DESIGNATED ON MAP OF THE WOODSTOCK TRACT, FILED MAY 8, 1878 IN BOOK 6 OF MAPS AT PAGE 18 THEREOF, RECORDS OF ALAMEDA COUNTY; RUNNING THENCE FROM SAID POINT OF BEGINNING NORTH 1° 50' 30" EAST ALONG SAID EASTERLY LINE OF MAIN STREET, 315.00 FEET THENCE NORTH 85° 10' 00" EAST 61.28 FEET TO A POINT; THENCE NORTH 78° 47' 30" EAST 275.76 FEET; THENCE SOUTH 88° 42' 30" EAST 545.70 FEET TO A POINT IN THE EASTERLY LINE OF THIRD STREET; THENCE SOUTH 1° 50' 30" WEST ALONG SAID EASTERLY LINE OF THIRD STREET 114.49 FEET TO THE NORTHERLY LINE OF MAPLE STREET; THENCE NORTH 88° 09' 30" WEST ALONG SAID NORTHERLY LINE OF MAPLE STREET, 50.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE WESTERLY LINE OF THIRD STREET; THENCE ALONG SAID WESTERLY LINE OF THIRD STREET SOUTH 1° 50' 30" WEST 275.00 FEET TO THE POINT OF INTERSECTION THEREOF WITH THE CENTER LINE OF BRUSH STREET; THENCE NORTH 88° 09' 30" WEST ALONG SAID CENTER LINE OF BRUSH STREET, 825.19 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE INTEREST CONVEYED TO THE CITY OF ALAMEDA BY INSTRUMENT, RECORDED APRIL 4, 1973, IN REEL 3382, OF OFFICIAL RECORDS, IMAGE 203, FOR STREET PURPOSES IN THE FOLLOWING DESCRIBED PARCELS:

PARCEL ONE:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF BRUSH STREET (FORMERLY MANZANITA STREET) WITH THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AS SAID STREETS ARE SHOWN ON THE "NEW MAP OF WOODSTOCK" FILED MAY 8, 1878, IN BOOK 6 OF MAPS AT PAGE 18, RECORDS OF ALAMEDA COUNTY;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF BRUSH STREET 5.00 FEET;

THENCE NORTHERLY, PARALLEL TO SAID WESTERLY LINE OF THIRD STREET, AND DISTANT 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM, 200 FEET TO THE SOUTHERLY LINE OF MAPLE STREET (FORMERLY WILLOW STREET) AS SAID STREET IS SHOWN ON SAID MAP;

B-1

**Parking Access Easement Agreement
(Esperanza)**

THENCE EASTERLY ALONG LAST SAID LINE 5.00 FEET TO SAID WESTERLY LINE OF THIRD STREET;

THENCE SOUTHERLY ALONG LAST SAID LINE 200 FEET TO THE BEGINNING.

PARCEL TWO:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF MAPLE STREET (FORMERLY WILLOW STREET) WITH THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AS SAID STREETS ARE SHOWN ON THE "NEW MAP OF WOODSTOCK;"

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF MAPLE STREET 5.00 FEET; THENCE NORTHERLY, PARALLEL TO SAID WESTERLY LINE OF THIRD STREET, AND DISTANT 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM 62.68 FEET TO THE NORTHERLY LINE OF LOT 16, BLOCK 43, AS SAID LINE, LOT AND BLOCK ARE SHOWN ON SAID MAP;

THENCE EASTERLY ALONG LAST SAID LINE 5.00 FEET, MORE OR LESS, TO SAID WESTERLY LINE OF THIRD STREET;

THENCE SOUTHERLY ALONG LAST SAID LINE 62.5 FEET TO THE BEGINNING.

PARCEL THREE:

BEGINNING AT THE NORTHEAST CORNER OF LOT 16, BLOCK 43, AS SAID LOT AND BLOCK ARE SHOWN ON "NEW MAP OF WOODSTOCK," FILED MAY 8, 1878 AND RECORDED IN BOOK 6 OF MAPS AT PAGE 18, OFFICIAL RECORDS OF ALAMEDA COUNTY;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 5.00 FEET TO A LINE PARALLEL WITH THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THIRD STREET (FORMERLY DAVENPORT STREET) AND 5.00 FEET WESTERLY AT RIGHT ANGLES THEREFROM, AS SAID LOT AND WESTERLY LINE ARE SHOWN ON SAID MAP;

THENCE NORTHERLY ALONG SAID PARALLEL LINE 51.45 FEET, MORE OR LESS, TO THE SOUTHERLY BOUNDARY LINE OF TRACT 39, AS SAID TRACT IS SHOWN ON "MAP OF ALAMEDA MARSH LAND," ETC., FILED JULY 30, 1900 AND RECORDED IN BOOK 25 OF MAPS AT PAGES 74, 76 AND 78, OFFICIAL RECORDS OF SAID ALAMEDA COUNTY;

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE SOUTH 88° 34' EAST 5.00 FEET TO SAID PROLONGATION OF THE WESTERLY LINE OF THIRD STREET;

B-2

**Parking Access Easement Agreement
(Esperanza)**

THENCE SOUTHERLY ALONG THE LAST SAID LINE 51.57 FEET, MORE OR LESS, TO THE BEGINNING.

B-3

**Parking Access Easement Agreement
(Esperanza)**

EXHIBIT C

SITE PLAN

[See Attached]

C-1

**Parking Access Easement Agreement
(Esperanza)**

ALAMEDA AFFORDABLE HOUSING CORPORATION701 Atlantic Avenue, Alameda, CA 94501

To: Board of Directors

From: Louie So, Treasurer

Date: June 24, 2021

Re: Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2021 to June 30, 2022

BACKGROUND

Alameda Affordable Housing Corporation (AAHC) adopts its annual budget in the last quarter of each fiscal year, along with the annual budget for the Housing Authority of the City of Alameda (AHA). The AAHC budget only includes the property budgets for the five properties owned by AAHC – Anne B. Diament, China Clipper, Stanford House, Lincoln-Willow Apartments and Independence Plaza. Furthermore, this budget will also include Esperanza, Eagle Village and Parrot Village as these properties will be transferred from AHA to AAHC in July 2021.

DISCUSSION

The AHA and AAHC combined budget went to the AHA Board of Commissioners under “Adopt the Resolution to Approve the Housing Authority’s One-Year Budget for Fiscal Year July 1, 2021 to June 30, 2022.” A description of the budgeting method and key highlights can be found in that AHA agenda item.

The attached table shows the proposed budget for the fiscal year July 1, 2021 to June 30, 2022 for the properties owned by AAHC – Anne B. Diament, China Clipper, Stanford House, Lincoln-Willow Apartments and Independence Plaza and the properties that will be transferred from AHA to AAHC in July 2021 which includes Esperanza, Eagle Village and Parrot Village on a consolidated basis.

FISCAL IMPACT

The operating budget for FY 2021-22 reflects a cash operating surplus of \$4,594,410 and Net Income after Depreciation of \$3,144,350. Operating surplus will be utilized for residual receipts payments for the acquisition loan, per property transfer documents between AHA and AAHC. Capital Improvements Projects for the AAHC properties can be found in Attachment C of the AHA agenda item “Adopt the Resolution to Approve the Housing Authority’s One-Year Budget for Fiscal Year July 1, 2021 to June 30, 2022.” These projects will be funded by reserves.



AAHC Board of Directors

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June 24, 2021
Page 2 of 2

RECOMMENDATION

Approve the AAHC One-Year Operating and Capital Budget for Fiscal Year July 1, 2021 to June 30, 2022.

Respectfully submitted,

DocuSigned by:
Louie So
CC6FAB3A8A824DA...

Louie So
Treasurer

Exhibit(s):

- A. Summary of the FY 2021-22 Budget



**Alameda Affordable Housing Corporation
Exhibit A: Summary FY2021-2022 Budget**

	A FY21-22 Budget	B FY20-21 Budget	A less: B (FY21-22 Budget versus FY20-21 Budget)	
			\$	%
1 Rental Income and HAP subsidy	11,726,076	3,240,893	8,485,183	262%
2 Tax Increment Payment - City of Alameda for Independence Plaza	1,465,328	1,533,325	(67,997)	-4%
3 Operating Income	13,191,405	4,774,218	8,417,187	176%
4 Operating Expenses	8,596,995	3,869,854	4,727,141	122%
5 Net Operating Income (Cash Flow Operating Surplus)	4,594,410	904,364	3,690,046	408%
6 Less: Depreciation	1,450,060	1,008,866	441,194	44%
7 Net Income After Depreciation	3,144,350	(104,502)	3,248,852	3109%

***In July 2021, Esperanza, Eagle Village and Parrot Village will be transferred from the Housing Authority of the City of Alameda to the Alameda Affordable Housing Corporation**

ALAMEDA AFFORDABLE HOUSING CORPORATION

To: Board of Directors

From: Sylvia Martinez, Director of Housing Development

Date: June 24, 2021

Re: Hold an annual meeting for the purpose of organization, election of officers.

BACKGROUND

Alameda Affordable Housing Corporation (AAHC) was formed as a supporting corporation of the Housing Authority of the City of Alameda (AHA). It is wholly controlled by AHA and exists as a title holding company for four properties as of June 30, 2019. For audit purposes, these two entities are designated as blended components and their financials are presented as combined. AAHC does not have separate audited financial statements. The Board of Directors of AAHC is comprised of the Board of Commissioners of AHA and is updated concurrently. This memo also serves as the annual report.

DISCUSSION

Per the bylaws Section 5.9, the Board shall hold an annual meeting for the purpose of organization, election of officers and the transaction of other business.

The Board of Directors' composition changed in 2020 when the Housing Authority added Commissioner Sidelnikov in October 2020. In addition, during 2020, Commissioner Tamaoki was named Board Chair, and Commissioner Grob was named Vice Chair. The current Board of Directors of AAHC is thus:

Chair Kenji Tamaoki
Vice Chair Carly Grob
Commissioner Bachir Hadid
Commissioner Sandra Kay
Commissioner Stuart Rickard
Commissioner Vadim Sidelnikov

The financial statements of the Housing Authority of the City of Alameda for the fiscal year ending June 30, 2020, were approved by the Board of Commissioners of the Housing Authority and, in a separate action, by the Board of Directors of AAHC on the meeting held on May 19, 2021.



AAHC Board of Directors

June 24, 2021
Page 2 of 2

FISCAL IMPACT

For information only.

RECOMMENDATION

Hold an annual meeting for the purpose of organization, election of officers.

Respectfully submitted,

DocuSigned by:
Sylvia Martinez
88FEDACB7D8D461...

Sylvia Martinez
Director of Housing Development

