



# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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## **AGENDA**

## **SPECIAL MEETING OF THE BOARD OF COMMISSIONERS**

### **DATE & TIME**

**Monday, August 2, 2021**

**Special Meeting – 6:00 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/91938458333?pwd=NWlVV3BFT3o0SIQ0bFdHR05uMENpdz09>

Meeting ID: 919 3845 8333

Passcode: 098181

One tap mobile

1-669-900-9128, 91938458333#, \*098181# US (San Jose)

1-346-248-7799, 91938458333#, \*098181# US (Houston)

Find your local number: <https://zoom.us/u/adz9hDR3E3>

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](mailto:jpolar@alamedahsg.org) and [vcooper@alamedahsg.org](mailto: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.



## Special Board of Commissioners Meeting

August 2, 2021

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](mailto: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. AGENDA
- 3-A. Authorize the Executive Director, or Her Designee, to Enter into A Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000 on Behalf of Rosefield Village– **Page 1**
4. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
6. 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.





# Housing Authority of the City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Allyson Ujimori, Senior Project Manager

Date: August 2, 2021

Re: Authorize the Executive Director, or Her Designee, to Enter into a Promissory Note with Island City Development in an Amount Not to Exceed \$1,223,000, on Behalf of Rosefield Village

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## **BACKGROUND**

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. Island City Development (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**

Recently, the project has been notified of time-sensitive costs that were unbudgeted. These costs include property taxes and utility installation and connection fees. These expenses and the method of paying them are further discussed below.

Staff submitted the project's First Filing for the Welfare Tax Exemption in early Spring 2020 and assumed that the exemption would be processed by the time the project had to pay property taxes. The County Assessor's Office is still processing the exemption paperwork and has yet to approve the project's status. In July 2021, the Assessor's Office sent the project an invoice for approximately \$198,000, which does not include the exemption. Staff requests that these funds be advanced and paid for by ICD or Constitution and Eagle LP (CELP), and once the County approves the exemption, the refunded taxes can be returned.

The City of Alameda waived its development impact fees for the project; however, the East Bay Municipal Utility District (EBMUD) does not offer a similar waiver nor a reduced rate for affordable housing. Funds to pay these fees should have been in the original budget



Honorable Chair and  
Members of the Board of Commissioners

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but were missed as a soft cost line item. As a result, CELP will need additional funds to pay for these unanticipated fees.

EBMUD recently sent CELP an estimate costs letter for approximately \$930,000 in installation and impact fees for Rosefield Village, please see Attachment 2. These cover the installation of the new services and the fees associated with the additional use of EBMUD's infrastructure by the newly developed units. A portion of this fee (approximately \$375,000) will be credited back to the project once EBMUD removes the previous meter from the site (approximately six months from completion of work).

In June 2020, the Board authorized an \$11 million loan to the Rosefield Village project for construction and permanent financing. This loan includes two sources: 1) \$4.4 million from AHA cash; and 2) \$6.6 million from Alameda Unified School District (AUSD) Funds provided at the time of permanent loan conversion. Of \$4.4 million in AHA cash, \$1.4 million was used at the time of construction loan closing. The remaining balance of the AHA portion (approximately \$3 million) was set aside for potential cost increases due to the COVID-19 pandemic. Staff requests to use \$1,223,000 of the previously authorized loan to pay for the EBMUD fees, property taxes, and a small additional amount of soft costs contingency.

Most of the Rosefield Village construction project is proceeding according to plan. As of June 30, 2021 hard cost contingency in the construction closing budget is about 13% spent with construction completion at 38% per the July 2021 pay application. The percentage of hard cost contingency utilization is healthy relative to the percentage of construction completion. As of June 30, 2021 soft cost contingency utilization is at approximately 41%, which is a little ahead of percentage of construction completion given unexpected costs at closing, hence the request for some additional cushion.

Every month, staff monitors contingencies and expected costs to complete for any potential construction saving. At this point, we expect considerable savings, particularly due to the low interest cost environment that continues. Such cost savings, among other items can be used to repay the \$1,223,000 capital advance loan in full by permanent loan conversion.

The chart below summarizes the previous and current request AHA-funding actions:

Total Approved Loan – June 20, 2020	\$11,000,000
Construction – AHA Cash	-\$1,483,052
Permanent – AUSD Pass Through AHA	-\$6,660,000
<u>Balance Available (AHA Cash)</u>	<u>\$2,856,948</u>
<u>Capital Advance Loan – Current Request</u>	<u>\$1,223,000</u>
Balance Available after Capital Advance (AHA Cash)	\$1,633,958

### Repayment

The existing financing documents require the contribution of these funds and govern the repayment back to AHA. Per the EBMUD Estimate Letter, the project can anticipate approximately \$375,000 in credits. However, due to EBMUD's procedures, these funds will



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not be returned for about six months, which includes time to remove the services and EBMUD credit approval processes. Staff is also working with the lender and investor to return these credits directly to ICD and CELP as soon as they are received, so that they may promptly repay AHA.

Furthermore, once the County approves the project's tax exemption, the project will be reimbursed for the additional taxes it paid. The amount of and timing of receipt of the refund are unknown, but staff is working closely with Asset Management on following-up with the County. Again, staff expects that the refund will be made and promptly applied to repay AHA.

Expected repayment, and most conservative repayment scenario

Staff will continue to monitor construction spending and contingencies. At the time of permanent loan closing (anticipated early 2023) staff expects that all remaining funds (approximately \$848,000, at the most) will be repaid from additional tax credits and construction costs savings.

If there are insufficient proceeds, the funds will get paid back through cash flow, in Year 11 (2032) through Year 15 (2036). Such repayment needs to wait because the current LPA requires that deferred developer fee has a priority payment in years 1-10. This is the worst-case scenario and is not expected.

In this case, it is also possible that ICD/CELP can repay AHA more quickly from its deferred developer fee proceeds. As a reminder, developer fees are shared 90% to ICD and 10% to AHA. Since \$2 million of deferred developer fees are expected to be paid in years 1-10, there is opportunity to repay AHA in less than five years of operations.

**Anticipated Sources & Timeline for Repayment of AHA Unsecured Loan**

Credit of \$375,000 Received from EBMUD	Feb 2022
Cost Savings & Additional Loan Proceeds Permanent Loan Closing	Early 2023
From Deferred Fees	End of 2028
Through Project Cash Flow	End of 2036

**FINANCIAL IMPACT**

Due to the existing project financing agreements, ICD will use these funds to make a \$1,223,000 loan to CELP that will be unsecured and will not earn interest. Staff will monitor and conserve hard cost contingency for potential construction savings.

Staff expects all funds repaid at the time of permanent loan conversion, which is anticipated early 2023, at the latest. If the funds are unable to get fully paid back at permanent loan conversion, the loan documents will be revised and the loan will be paid through cash flow, starting Year 11 (2032) through Year 15 (2036), or earlier if deferred developer fee is used, per agreement between AHA and ICD.



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**RECOMMENDATION**

Authorize the Executive Director, or Her Designee, to Enter into A Promissory Note with Island City Development for an Amount Not to Exceed \$1,223,000, on Behalf of Rosefield Village.

Respectfully submitted,

DocuSigned by:  
*Allyson Ujimori*  
418D73564575498...

Allyson Ujimori  
Senior Project Manager

Attachments:

1. Promissory Note to be Executed by Island City Development for an Unsecured Loan in an Amount Not to Exceed \$1,223,000
2. EBMUD Cost Estimate Letter
3. Rosefield Village's Property Tax Bill



## Attachment 1

**UNSECURED, RECOURSE PROMISSORY NOTE  
(this "Note")**

\$1,223,000

Alameda, California  
August 2, 2021

FOR VALUE RECEIVED, Island City Development, a California nonprofit public benefit corporation ("**Borrower**"), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, promises to pay to the Housing Authority of the City of Alameda, a public body corporate and politic ("**Lender**"), with its principal place of business at 701 Atlantic Avenue, Alameda, CA 94501, the principal sum of One Million Two Hundred Twenty-Three Thousand Dollars (\$1,223,000).

1. **Repayment Terms.** The indebtedness evidenced by this Note shall bear simple interest at the rate of 0% per annum, beginning on August 2, 2021. On December 31, 2027 (the "**Maturity Date**"), the entire amount of outstanding principal and accrued interest not theretofore paid shall be due and payable.

2. **Prepayment.** Borrower shall have the right to prepay all or a portion of the principal due under this Note without any charge or penalty being made therefor.

3. **Uses.** Borrower shall use the proceeds of this Note for the purpose of predevelopment, development and related costs in connection with the acquisition, development and rehabilitation of [describe project].

4. **No Offset.** Borrower hereby waives any rights of offset it now has or may hereafter have against Lender, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

5. **Waiver; Attorneys' Fees.** Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, and severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

6. **Manner and Place of Payment.** All payments of principal and interest due under this Note shall be payable in lawful money of the United States of America at the office of Lender or at such other address as Lender may in writing provide to Borrower.

7. **Unsecured.** This Note is not secured by any property

8. **Recourse.** The obligations evidenced by this Note shall be recourse to Borrower.

9. **Borrower's Cure Rights.** Notwithstanding anything to the contrary in this Note, Borrower shall have the right to cure any defaults and Lender agrees to accept cures tendered by Borrower within sixty (60) days of written notice to Borrower of such default, plus such additional time as is reasonably necessary to cure the default provided Borrower has commenced the cure within such sixty (60) day period and is diligently prosecuting the cure.

10. **Default.**

(a) **Events of Default.** Borrower shall be in default under this Note upon the occurrence of any of the following events or conditions:

(i) **Non Payment.** Failure by Borrower to make due and punctual payments of any and all amounts due under this Note, following any notice and cure periods;

(ii) **Noncompliance With Other Obligations.** Failure by Borrower to comply with or perform any of the other terms, covenants and conditions of, or the occurrence of an event or condition of default under this Note, following any notice and cure periods;

(b) **Default; Acceleration.** Upon any default or event of default under this Note, then, or at any time thereafter, the whole of the unpaid principal hereof, together with accrued and outstanding additional interest at a rate of 2% of the outstanding unpaid principal balance (the "**Additional Interest**"), at the election of Lender and without notice of such election, shall become immediately due and payable.

(c) **Additional Interest.** Borrower recognizes and acknowledges that any default on any payment, or portion thereof, due hereunder will result in losses and additional expenses to Lender. Borrower further acknowledges that in the event of any such default, Lender would be entitled to damages for the detriment proximately caused thereby, but that it would be extremely difficult and impractical to ascertain the extent of or compute such damages. Therefore, if for any reason Borrower fails to make any payment hereunder when the same is due, then each such delinquent payment shall also be subject to a late fee (the "**Late Fee**") in an amount equal to four percent (4%) of the amount delinquent regardless of whether or not there has been an acceleration of the indebtedness under this Note. Borrower acknowledges that the Late Fee agreed to hereunder represents the reasonable estimate of those damages which would be incurred by Lender, and a fair return to Lender for the loss of the use of the funds not timely received from Borrower, on account of a default by Borrower as herein specified, established by Borrower and Lender through good faith consideration of the facts and circumstances surrounding the transaction contemplated under this Note as of the date hereof, but that such Late Fee is in addition to, and not in lieu of, any other right or remedy available to Lender as specified in this Note. Notwithstanding anything to the contrary contained in this Section 9(c), if any federal or state law applicable pursuant to Section 11 below limits the rate of the Late Fee that may be charged to a rate less than the rate herein specified, then the maximum charge or rate permitted by such law shall be charged by Lender for purposes of this Section 9(c).

(d) **Collection and Enforcement Costs.** Borrower, and all other persons or entities who are, or may become liable on the indebtedness evidenced by this Note, agree jointly



and severally, to pay all costs of collection, including reasonable attorneys' fees and all costs of any action or proceeding, in case the unpaid principal sum of this Note, or any payment of Additional Interest or principal, is not paid when due, or in case it becomes necessary to enforce any other obligation of Borrower hereunder.

(e) **Waivers.** Borrower, and all other persons or entities who are, or may become, liable for all or any part of this indebtedness, jointly and severally, waive diligence, presentment, protest and demand, notice of protest, of demand, of nonpayment, of dishonor and of maturity and agree that time is of the essence of every provision hereof.

11. **Notice.** All notices required under this Note shall be in writing (sent to the address set forth above in the introduction or such other address designated in a written notice given in a manner provided herein) and sent by a reputable courier, first class mail or hand delivery.

12. **Interest Rate Limitation.** Notwithstanding any provision herein, total liability for payments in the nature of Additional Interest hereunder shall not exceed limits imposed by the usury laws of the State of California or any other applicable law. None of the terms and provisions contained in this Note shall ever be construed to create a contract for the use, forbearance or detention of money requiring payment of Interest at a rate in excess of the maximum interest rate permitted to be charged by applicable law. Borrower shall never be required to pay interest on this Note at a rate in excess of the maximum interest that may be lawfully charged under such usury laws, as any such right or remedy shall not be construed as a waiver or release of such rights or remedies, or the right to exercise them at any later time. If Lender collects monies which are deemed to constitute Interest which would otherwise increase the interest rate on this Note to a rate in excess of that permitted to be charged by such usury laws, all such sums deemed to constitute interest in excess of the maximum rate shall, at the option of Lender, either be credited to the payment of principal (if allowed by law) or returned to Borrower.

13. **Assignment.** Lender shall not sell or assign this Note without the consent of Borrower and the Limited Partner.

14. **Governing Law.** The provisions of this Note shall be governed by and construed in accordance with the laws of the State of California.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has executed this Note as of the date and year first **written above.**

Borrower:

Island City Development,  
a California nonprofit public benefit corporation

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



July 14, 2021

Constitution and Eagle, LP  
 c/o Housing Authority of the City of Alameda  
 Attn: Allyson Ujimori  
 701 Atlantic Avenue  
 Alameda, CA 94501  
 Email: aujimori@alamedahsg.org

**SUBJECT: WSA12779, F21061, H21051, SS21009 – Installation of a 6-Inch Private Fire Service, 6-inch Public Fire Hydrant, 3-inch Large Standard Domestic Service, 3/4-inch Irrigation Service, and Downsize of Tap A40164 to a 1-Inch Meter to Replace Existing 2-inch Service (Tap 013259) for Rosefield Village at 727 Buena Vista Avenue and 720 Eagle Avenue, Alameda**

Dear Ms. Ujimori:

Thank you for your application for the installation of new water services and downsize of an existing service (tap A40164) to serve the above-mentioned properties and replace the existing 2-inch service (tap 013259).

Based on the information provided via email and on the Fixtures section of the online Water Service Application #12779, the domestic demand for tap A40164 (addressed as 738 Eagle Avenue), which serves Buildings 738, 740, and 742 is approximately 33 gallons per minute (gpm) and can be accommodated with a 1-inch meter; therefore, the existing 1½-inch meter will need to be downsized to a 1-inch meter at the applicant's expense.

The cost estimate is as follows:

Installation

6-inch Private Fire Service	\$29,278
6-inch Public Fire Hydrant	29,090
3-inch Large Standard Domestic Service	34,054
3/4-inch Irrigation Service	9,259
Downsize of 1½-inch Meter to 1-inch Meter (Tap A40164)	1,139

System Capacity Charge (Region 1)

3-inch Master Meter:	
Multifamily Residential Rate (\$7,390 x 78 units)	576,420
Common Area Commercial Rate (1-inch Domestic Demand)	47,120
3/4-inch Irrigation Meter	24,760
Building 746 Conversion From 1 to 2 Units (Tap A32676):	

Constitution and Eagle, LP (WSA12779)  
 July 14, 2021  
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Multifamily Residential Rate (\$7,390 x 2 units)	14,780
<u>System Capacity Charge Credit</u>	
Tap A32676 Multifamily Residential Rate	(7,390)
<u>Wastewater Capacity Fee</u>	
3-inch Master Meter:	
Multifamily Residential Rate (\$2,000 x 78 units)	156,000
Common Area Commercial Rate (Low Strength, 1-inch Demand)	11,160
Building 746 Conversion From 1 to 2 Units (Tap A32676):	
Multifamily Residential Rate (\$2,000 x 2 units)	4,000
<u>Wastewater Capacity Fee Credit</u>	
Tap A32676 Multifamily Residential Rate	(2,000)
<u>Removal From Service (Kill) Fee</u>	
Tap 013259	2,344
<u>Account Establishment Fee (\$60 x 3)</u>	180
<b>Total</b>	<b><u>\$930,194</u></b>

After tap 031259 at 728 Eagle Avenue is severed at the water main, you will be eligible for System Capacity Charge (SCC) and Wastewater Capacity Fee (WCF) credits in the amount of \$375,600 (SCC: \$7,390 x 40 dwelling units and WCF: \$2,000 x 40 dwelling units). After we receive notification that the existing service has been severed from the water main, we will begin the refund process to issue the refund check.

It is the District's policy to review all sites of new service installations for the possibility of soil and groundwater contamination. If there are known contaminants in the area of this installation, it may be necessary to conduct sampling or require a clean utility corridor for the services. Any cost associated with the preparation of a contaminated area for service installation is the responsibility of the applicant and is in addition to the amount quoted above. For more information, please contact David Behnken at (510) 287-0327.

Before work begins, EBMUD will obtain an encroachment permit from the City of Alameda. If there is a paving moratorium on the section of roadway where your service will be installed, the encroachment permit condition will require that the existing pavement is restored and re-sealed to City moratorium paving standards, which could be a larger area than the standard trench. Please be advised that if moratorium paving restoration is necessary, the Applicant is responsible for making arrangements with a contractor to perform the moratorium paving restoration and for the additional costs associated with the restoration, as it is not covered under this estimate.

For encroachment permit applications that require an engineered and stamped traffic control plan, the cost for this additional requirement will be borne by the applicant. A separate cost letter/invoice will be forwarded to you outlining the fees if it is required. Payment for these fees can range from about \$500 to about \$1,000 per sheet and must be received prior to water services being released to the construction yard for scheduling.

Constitution and Eagle, LP (WSA12779)  
July 14, 2021  
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The City of Alameda requires an additional fee to be paid for the encroachment permit. This fee is not included in the above total and is the responsibility of the applicant. You will need to pay the appropriate fees before the City will issue the permit. When the approved permit is ready, the City will send me an invoice for the fee, which I will forward to you. You will then need to pay the fees and send me an email confirmation. The City will then send the approved permit to me after they receive confirmation of the payment.

This cost estimate letter and three agreements (a Private Fire Service Agreement for the installation of the 6-inch private fire service, a Fire Hydrant Agreement, and an Agreement for Water Services 2" and Larger) are being emailed to you via DocuSign. Please have an authorized signatory of Constitution and Eagle, LP electronically sign them in the spaces provided. I will be notified automatically that the agreements have been signed. Fully executed copies of each agreement will be returned to you.

The available residual pressure at the street main connection in Eagle Avenue provided to Eric Girod of BKF Engineers is 750 gpm at 51 psi and 1500 gpm at 47 psi. Your fire sprinkler designer, Erik Johnson, has signed a statement indicating that a flow of 750 gpm at a residual pressure of 51 psi was used when designing the fire sprinkler system. The applicant is responsible for meeting any fire flow requirements beyond the fire service location. The contractor or applicant is responsible for costs arising from damages or changes in grade after the service is installed.

Fire flow requirement of 1,500 gpm by one public fire hydrant at a residual pressure of 20 psi is available at the proposed hydrant location, based on a hydraulic analysis of the water distribution system.

Based on the project demands supplied by the applicant for 727 Buena Vista Avenue, Alameda, the applicant's system water demands of 195 gpm can be met with a 3-inch meter.

If you wish to proceed, please submit your payment for the total amount stated above in **BOLD** to my attention at EBMUD New Business Office, Attn: Adriana Soares – MS 104, 375 11<sup>th</sup> Street, Oakland, CA 94607. We will also need CAD files for the area where the hydrant location is proposed. This can be emailed directly to me at [adriana.soares@ebmud.com](mailto:adriana.soares@ebmud.com).

Once we receive your payment, the electronically signed agreements, and the CAD files for the hydrant, the hydrant request will be forwarded to our Design Division for completion of the work order and sketch. This process takes approximately 7 to 8 weeks.

Simultaneously, the work orders for the other services will be created and we will apply for the encroachment permit from the City of Alameda. When we receive the approved encroachment permit, the completed hydrant package, and approvals from our Regulatory Compliance Office and Backflow Prevention Unit, your project will be forwarded to our construction crews for scheduling. Installation should commence approximately 6 to 8 weeks thereafter.

Constitution and Eagle, LP (WSA12779)  
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It is the applicant/owner's responsibility to mark the locations for the new services. The final locations are subject to District approval. **Meters will/must not be installed in current or future driveways, ramps, or any obstructed area.** If a driveway or ramp is installed over a meter, the applicant/owner will be responsible for paying to have the service relocated out of the driveway, ramp, or otherwise obstructed area. Please paint a blue "W" on the sidewalk or place a stake marked "EBMUD" in the locations approved by the Fire Marshal for the hydrant and fire service and in your desired locations for the other services.

Also, please note that our fees only cover everything up to and including the meter and meter box and everything beyond the meter is the applicant's responsibility.

An inspection is required to determine concurrence with EBMUD and State backflow prevention requirements. If your contractor has any questions regarding backflow, please contact our Backflow Prevention Unit at (510) 287-0874. Fire services 4 inches and larger are required to be flushed in the presence of the Fire Marshal and EBMUD. Be sure to contact our Backflow Prevention Unit 48 hours in advance to coordinate flushing.

Water pressure in excess of 80 psi can be expected; therefore, a pressure regulator is recommended for the new service.

Billing for service charges begins when meters are installed. If water is not needed immediately after the meter is installed, it is the applicant's responsibility to contact Customer Service at 1-866-403-2683 to close the account. Please be aware that monthly service charges are based on the meter size. You may reference Schedule A, "Rate Schedule for Water Service" in our Schedule of Rates and Charges, found online at <https://www.ebmud.com/water/water-rates/rates-and-fees-schedules/>.

The quote above is good for thirty (30) days from the date of this letter. Our offices remain closed to the public, but the payment can be mailed to my attention at EBMUD New Business Office, Attn: Adriana Soares - MS 104, 375 11<sup>th</sup> Street, Oakland, CA 94607-4240. Please contact me at (510) 287-1010 if you have any questions.

Sincerely,



Adriana Soares  
New Business Representative II

/as

Enclosures

Attachment 2  
 For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

**ALAMEDA COUNTY**  
**UNSECURED PROPERTY TAX STATEMENT**

Henry C. Levy, Treasurer and Tax Collector  
 1221 Oak Street, Room 131  
 Oakland, California 94612  
 (510) 272-6800

Assessee Account Number	Parcel number	Tax-Rate Area
30-399723-00-001-21-00-00	73-426-6-1	21-000

Location of Property  
**ALAMEDA**  
 Assessed to on January 1, 2021  
**CONSTITUTION AND EAGLE LP**

CONSTITUTION AND EAGLE LP  
 C/O ISLAND CITY DEVELOPM  
 701 ATLANTIC AVE  
 ALAMEDA CA 94501-2161



Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000%	170,550.00
COUNTY GO BOND	.0036%	613.99
CITY OF ALAMEDA	.0215%	3,666.82
SCHOOL UNIFIED	.0737%	12,569.53
SCHOOL COMM COLL	.0452%	7,708.86
BAY AREA RAPID TRANSIT	.0139%	2,370.64
EAST BAY REGIONAL PARK	.0014%	238.77
<b>TOTAL</b>	<b>1.1593%</b>	<b>197,718.61</b>

Fixed Charges and/or Special Assessments		
Description	Phone	Amount
		13

Other Charges	
Description	Amount

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	13,110,000		
FIXTURES	3,945,000		
TOTAL REAL PROPERTY	17,055,000		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	17,055,000	1.1593%	197,718.61
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT & TAX	17,055,000	1.1593%	197,718.61
			<b>197,718.61</b>
<b>SUBTOTAL</b>			<b>197,718.61</b>
<b>TOTAL AMOUNT DUE</b>			<b>\$197,718.61</b>

**PLEASE READ IMPORTANT MESSAGES**

This tax bill is for possessory interest. Go to [http://www.acgov.org/assessor/about\\_property\\_assessment/possess.htm](http://www.acgov.org/assessor/about_property_assessment/possess.htm) for more information.

**2021 JUL 26 AM 8:58**  
**HOUSING AUTHORITY**  
**THE CITY OF ALAMEDA**

ECHECK IS FREE OF CHARGE ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS CREDIT CARDS ACCEPTED ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/) OR BY PHONE (510) 272-6800. A CONVENIENCE FEE EQUAL TO 2.5% OF THE TAX AMOUNT DUE WILL BE ADDED TO YOUR TOTAL PAYMENT.

SUBSCRIBE TO RECEIVE E-MAIL ALERTS ABOUT IMPORTANT PROPERTY TAX DATES ONLINE @ [www.acgov.org/propertytax/](http://www.acgov.org/propertytax/)

**PLEASE SEE REVERSE FOR MORE INFORMATION**

**General Information**

Ownership of property on the January 1 lien date preceding the fiscal year for which the property is taxed determines the obligation to pay taxes; the disposal of property after the lien date does not relieve the assessee from the liability for payment of taxes.

The TOTAL AMOUNT DUE must be paid by the date indicated on the payment remittance stub attached to this bill. If the taxes are not paid, a 10% delinquent penalty and a \$ 50.00 delinquent fee attaches at 5 p.m. on the date indicated on the stub. If the taxes are unpaid by 5 p.m. on the last day of the second succeeding month after the 10% attaches, an additional penalty of 1.5% attaches to them on the first day of each month thereafter to the time of payment or until a court judgment is entered for the amount of unpaid taxes penalties and costs whichever comes first. **In addition to the penalties, the actual costs of collection incurred by the County up to the time the delinquency is paid may be collected by the Tax Collector.**

When submitting payment, detach the UNSECURED ROLL TAX PAYMENT STUB and send it with your payment to assure proper credit. Do not mail cash.

**A fee of \$ 61.00 will be imposed on all returned or dishonored payments.**

Delinquent tax bills will automatically have a CERTIFICATE OF LIEN FOR UNSECURED PROPERTY TAXES recorded against the assessee at the County Recorder's Office immediately after delinquency occurs. The certificate constitutes a lien upon all personal and real property owned or that may subsequently be acquired before the date on which the lien expires, by the assessee named. The lien has the force, effect and priority of a judgment lien for a period of ten years from the date of recordation, or any extension thereof.

PLEASE SEE BACK FOR MORE INFORMATION

**UNSECURED ROLL TAX PAYMENT STUB**  
**FISCAL YEAR 2021-22**

ASSEESSEE ACCOUNT NUMBER **30-399723-00-001-21-00-00**

PARCEL NUMBER **73-426-6-1**

**PAY THIS AMOUNT BY AUG 31, 2021 \$197,718.61**

If payment is submitted after this date, telephone the payments number provided to the left for the correct amount due.

Make checks payable to: Henry C. Levy, Tax Collector, Alameda County

12107 33997233000 4001210000 20019771861 4

(References to the California Revenue and Taxation Code are abbreviated as "RTC")

**1. Delinquency Dates:**

- (a) Taxes on the unsecured roll as of July 31, if unpaid, are delinquent at 5 p.m., or the close of business, whichever is later, on August 31 and thereafter subject to a delinquent penalty of 10 percent.
- (b) Taxes added to the unsecured roll after July 31, if unpaid, are delinquent and subject to a penalty of 10 percent at 5 p.m., or the close of business, whichever is later, on the last day of the month succeeding the month of enrollment.
- (c) Taxes transferred to the unsecured roll pursuant to any provision of law and already subject to penalties also transferred, shall be subject only to the additional penalties and costs prescribed in subdivisions (d) and (e), which shall attach beginning July 1 and on the first day of each month thereafter.
- (d) Unsecured taxes remaining unpaid at 5 p.m., or the close of business, whichever is later, on the last day of the second month after the 10 percent penalty attaches shall be subject to an additional penalty of 1-1/2 percent attaching on the first day of each succeeding month on the amount of the original tax. The additional penalties shall continue to attach until the time of payment or until the time a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first.
- (e) In addition to the penalties imposed by this section, the tax collector may collect actual costs of collection incurred by the county up to the time the delinquency is paid. (Section 2922e RTC)
- (f) When the last day of the month falls on a Saturday, Sunday or legal holiday, any penalty to which the tax becomes subject on that date shall not attach if the tax collector receives payment in full by 5 p.m., or the close of business, whichever is later, on the next business day.

- 2. Collection Enforcement:** In addition to the recording of a certificate of lien for taxes, taxes due on unsecured property may be collected by seizure and sale of personal property, improvements, and possessory interests belonging or assessed to the assessee; by court action; and by summary judgment. (Sections 2191.3, 2951, 3003 & 3101 RTC)

- 3. Your Tax Collector does not determine the amount due on this tax bill.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various tax agencies.

For certain escaped assessments, interest is added to the tax due at the rate of .75% per month from the date the taxes would have become delinquent if they had been timely assessed, to the date the additional assessment is added to the assessment roll. (Section 506 RTC)

If an application for reduction in assessment has been filed<sup>14</sup> pursuant to Section 1607 RTC and the assessment appeals board reduces the assessment in dispute, interest is added to unpaid taxes at the rate of 1% per month from the delinquent date of the taxes due on the disputed assessment to the date of correction of the taxes due on the reduced assessment. (Section 2922.5 RTC)

Fixed charges and special assessments such as Flood Control Benefit Assessment, weed liens, etc., from cities and special districts are added to the computed tax amounts and interest (if any) to arrive at the total amount due on this bill.

- 4. Assessment Date and Attachment of Tax Lien:** The Assessor annually assesses all the taxable property in the County, except state-assessed property, to the persons owning, possessing or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which taxes are levied.

**5. Assessment Equalization Period:**

- (a) If you disagree with the assessed value as shown on the tax bill, you have the right to an informal assessment review by contacting the pertinent Assessor's office phone number listed on the front. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board during the period from July 2 to September 15 inclusive.
- (b) If this bill is the result of an Escape Assessment a Notice of Enrollment of Escape Assessment would have previously been mailed to you by the Assessor's Office. This notice indicated that you had 60 days from the date on that notice to file an application for reduction in assessment. Should you have any questions regarding the notice date please contact the Assessor's Office.

Applications are available online at <http://www.acgov.org/MS/AAB/> or by visiting the Alameda County Assessment Appeals Board located at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612-4241, Telephone (510) 272-6352.

- 6. Full Exemption Legend:** C—Church D—Welfare/Hospital G—Cemetery H—Homeowner M—Miscellaneous R—Religious S—Public School V—Veteran W—Welfare/Others X—Combination. The Homeowner's exemption tax reduction is attributable to the State-financed homeowner's tax relief program.

- 7. Questions about property valuation, tax rates, possessory interest, boats and aircraft, exemptions, payments, fixed charges and/or special assessments** should be directed to the telephone numbers indicated on the front of this bill.