



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

AGENDA **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**
DATE & TIME **Wednesday, November 17, 2021 - 7:00 PM**
Closed Session - 6:00 PM

LOCATION

Pursuant to Assembly Bill No.361 (Chapter 165, Statutes of 2021) approved by the Governor on September 16, 2021) codified at Government Code Section 54953 a local legislative body is authorized to hold public meetings remotely via teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when, among other requirements, a legislative body of a local agency holds a meeting during a proclaimed state emergency, and makes the public meeting accessible “via a call-in option or an internet-based service option” to all members of the public seeking to access and attend the meeting, offer public comment, and address the legislative body.

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom Meeting:

<https://zoom.us/j/94439172029?pwd=dklKOTRTSszQ3RlhHb1o3SIEExamIDdz09>

Meeting ID: 944 3917 2029

Passcode: 446100

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
2. COMMISSIONER RECUSALS
3. Public Comment (Non-Agenda)
4. Closed Session - 6:00 p.m. - Adjournment to Closed Session to Consider:
 - 4.A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to Government Code Section 54956.8.
Property Location: Vacant land between Wood and St. Charles Street, Alameda, CA 94501
Assessor's Parcel Numbers: 074-0906-031-06
Agency Negotiators: Vanessa Cooper, Executive Director, and Sylvia Martinez, Director of Housing Development
Regular Meeting of the Board of Commissioners February 17, 2021
Negotiating Parties: Housing Authority of the City of Alameda and Union Pacific Railroad
Property Owner: Union Pacific Railroad
Under Negotiation: Real estate transaction - price and terms
 - 4.B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code Section 54956.8.
Property Location: 1628 Webster Street, Alameda CA 94501
Assessor's Parcel Number 73-418-4-1
Agency Negotiators: Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, and Richard Yoshida, Project Manager,
Negotiating Parties: Alameda Hospitality, LLC; Under Negotiation: Price and Terms of Payment.
 - 4.C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8.
Property Location: 1825 Poggi Street Alameda, CA 94501
Assessor's Parcel Numbers: 74-451-1-8
Agency Negotiation: Vanessa Cooper, Executive Director and Sylvia Martinez, Director of Housing Development
Negotiating Parties: Housing Authority of the City of Alameda and Vue Alameda Owner L.P.
Property Owner: Vue Alameda Owner L.P.
Under Negotiation: Investment in Real Property, Price and Terms of Payment
 - 4.D. 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

5. Adjournment of Closed Session
6. RECONVENE REGULAR MEETING - 7:00 p.m.
7. Announcement of Action Taken in Closed Session, if any.
8. Public Comment (Non-Agenda)
9. CONSENT CALENDER
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.
 - 9.A. Approve Minutes of the Board of Commissioners Meeting held October 20, 2021.
 - 9.B. Accept the Monthly Overview Report for Executive Department.
 - 9.C. Accept the Monthly Overview Report for the Housing Programs Department.
 - 9.D. Accept the Monthly Overview Report for the Alameda Rent Program.
 - 9.E. Accept the Monthly Overview Report for Property Operations.
 - 9.F. Accept the Monthly Overview Report for Housing Development.
 - 9.G. Accept the Monthly Development Report for Rosefield Village.
 - 9.H. Accept the Monthly Overview Report on Procurement.
 - 9.I. Accept the Fiscal Year to Date Financial Report through the Month of September 2021.
 - 9.J. Accept the Monthly Overview Report for Emergency Housing Voucher (EHV).
 - 9.K. Authorize the Executive Director to Negotiate and Approve an Extension to and Increase in the Contract Amount Between the Alameda Housing Authority and Liebert Cassidy Whitmore in the Total Not to Exceed Amount of Four Hundred Twenty Five Thousand Dollars and Zero cents (\$425,000.00) through December 31, 2022.
 - 9.L. Authorize the Executive Director to Negotiate and Approve Extensions to and Increases in the Contract Amounts Between the Alameda Housing Authority and Howroyd-Wright Employment Agency, Inc to a Total Not to Exceed Amount of Five Hundred Twenty Five Thousand Dollars and Zero Cents (\$525,000.00) and to 22nd Century Technologies, Inc. to a Total Not to Exceed Amount of Three



Hundred Thousand Dollars and Zero cents (\$300,000.00), both through January 31, 2023.

- 9.M. Accept the Low and Moderate Income Housing Asset Fund Report for FY 2020-2021.
- 9.N. Approve the 2022 AHA Operations (Holiday and Office Closure) Calendar.
- 9.O. Accept the 5th Amendment to the Consultant Services Agreement dated April 15, 2015 with ICD.
- 9.P. Accept the LIHTC Portfolio Asset Management Annual Financial Report for the Fiscal Year 2020.
- 9.Q. Accept the LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of September 2021.
- 10. AGENDA
- 10.A. Accept the Monthly Development Report for North Housing, Authorize the Executive Director, or designee, to negotiate and execute Agreements to accept land from the City, Approve Resolution Authorizing the Executive Director or Designee to Enter into the Option Agreement and Ground Lease(s) for the projects within North Housing Block A.
- 10.B. Video of Rosefield Village Tour.
- 10.C. Adopt the Revised Schedule of Authorized Positions and Pay Schedule for Fiscal Year 2021-2022.
- 10.D. Adopt Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.
- 11. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 12. EXECUTIVE DIRECTOR'S COMMUNICATIONS
- 13. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
- 14. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
- 15. Announcement of Action Taken in Closed Session, if any.
- 16. 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, OCTOBER 20, 2021**

PLEDGE OF ALLEGIANCE

1. ROLL CALL

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

Absent: Commissioner Kay

2. Public Comment (Non-Agenda)

None.

3. Closed Session - 6:15 p.m. - Adjournment to Closed Session to Consider:

Chair Grob called the meeting to order at 6:15 p.m. and announced that the Board would adjourn to Closed Session.

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

Property Location: 1628 Webster Street, Alameda CA 94501

Assessor's Parcel Number 73-418-4-1

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

Negotiating Parties: Alameda Hospitality, LLC; Under Negotiation: Price and Terms of Payment.

3.B. 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, Sylvia Martinez, Director of Housing Development, and Tony Weng, Senior Project Manager

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.

4. Adjournment of Closed Session –

Chair Grob adjourned Closed Session at 6:35 p.m.

5. RECONVENE REGULAR MEETING –

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

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

Chair Grob stated that the Board took report on items 3.A and 3.B.

7. Public Comment (Non-Agenda)

None.

8. CONSENT CALENDER

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 September 15, 2021.

*8.B. Accept the Monthly Overview Report for 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 the Monthly Overview Report for Housing Development.

*8.G. Accept the Monthly Development Report for North Housing.

*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 August 2021.

*8.K. Accept the Monthly Overview Report for Emergency Housing Voucher (EHV).

*8.L. Accept a Report on the Waitlist Opening.

*8.M. Accept the Annual Police Activity Report for FY2020-2021.

8.N. Accept the Quarterly Investment Report for Period Ending September 30, 2021.

8.O. Approve Amendment (2021-03) to the Administrative Plan Chapter 15 to provide clarification of VAWA notices.



Items accepted or adopted are indicated by an asterisk.

In response to Vice-Chair Tamaoki, Tonya Schuler-Cummins, Senior Management Analyst stated that the “closed percentage,” as reflected in the table on page 15 of the meeting packet, refers to the number of Reasonable Accommodation (RA) requests that have been satisfied and/or are no longer needed because they have been satisfied as a normal course of business. Ms. Schuler-Cummins confirmed that the vast majority of the time requests are accommodated.

Vice-Chair Tamaoki expressed gratitude for the presentation of the information reflected in the graphs on page 109 of the meeting packet.

In response to Chair Grob, Ms. Schuler-Cummins stated that AHA is waiting to receive the County referrals for the 11 EHV’s set aside for domestic violence/transitional aged youth.

Vice-Chair Tamaoki moved to accept the Consent Calendar items 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 Grob, Vice-Chair Tamaoki,
Commissioner Hadid, Commissioner Rickard,
and Commissioner Sidelnikov

9. AGENDA

9.A. Accept Presentation by North Housing Providers.

Vanessa Cooper, Executive Director introduced Doug Biggs, Alameda Point Collaborative (APC) and Liz Varela, Building Futures who provided presentations that gave an overview of the services provided by their respective organizations.

The Board expressed gratitude for the general work, and long-term commitment and efforts on the North Housing project, performed by APC and Building Futures and stated that they are looking forward to continuing the successful partnerships with these organizations.

In response to Commissioner Hadid, Ms. Varela stated that while the contact information for Building Futures is included at the end of the presentation that she provided, referring individuals to 2-1-1 is the best way to connect them with homeless services.

9.B. Approve the Updated Memorandum of Understanding and Term Sheet for North Housing and Authorize the Executive Director, or her designee, to sign.



Sylvia Martinez, Director of Housing Development recognized consultants Mike Andrews, Natalie Bonnewit, and attorney Henry Loh for their work and dedication to the North Housing Project and provided a presentation that included an overview of the history of the North Housing Project and summarized the North Housing Memorandum of Understanding (MOU) and Term Sheet 2021 Update.

Ms. Martinez stated that staff is recommending that the Board accept the updated MOU and Term Sheet, as provided in the meeting packet, with the exception of Section 6.23 of the MOU, as it has been determined by AHA and the respective partners that this section is not needed.

Chair Grob and Commissioner Bachir expressed gratitude for the presentation provided and work performed on the North Housing project.

Chair Grob moved to approve the Updated Memorandum of Understanding and Term Sheet for North Housing and Authorize the Executive Director, or her designee, to sign, with the edits suggested by staff, and Commissioner Hadid seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Rickard, and Commissioner Sidelnikov
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9.C. Approve the 2021-26 Reserve Policy of the Housing Authority of the City of Alameda.

As the need for a Reserve Policy was discussed during the April 2021 Board of Commissioners Retreat, Ms. Martinez provided a presentation that included an overview of the recommended Reserve Policy for years 2021 – 2026.

In response to Vice-Chair Tamaoki, Ms. Martinez stated that, as reflected on page 237 of the meeting packet, the “dedicated” funding is the “Operating Reserve,” the “allocated” funding is the “Preservation Fund” amount, and the “committed” funding is the “Production – Previously made commitments” amount. As staff will need the Board’s consensus on priorities, staff will request Board approval of funds spent, towards CIP projects, from the “Preservation Fund.” The “Production – Previously made commitments” funds are monies that will be layered with County, State, and Federal funding and have been dedicated to long term commitments for new construction projects.

Vice-Chair Tamaoki suggested that the allocated (Preservation Fund), including “Production – Previously made commitments,” and dedicated (Operating



Reserve) items be combined in to one category. This would mean that staff must obtain Board approval of reallocation of funds within this category. As it is not critical to receive Board approval of the line items included in the “Preservation – Construction in Progress” category, Vice-Chair Tamaoki also suggested that these items be recategorized to the allocation/commitment category.

In response to Commissioner Rickard, Ms. Cooper indicated that AHA is transitioning from having extra savings on hand to having a stronger build pipeline, this means that more investments are being made. AHA does expect returns in refunds of predevelopment monies and in refinancing. However, recognizing that, as it stands, the agency’s extra savings have been allocated, if new projects are identified, staff will present the opportunities to the Board for approval and provide options for funding such new allocations or commitments. In an effort to keep the Board abreast of the agency’s returns, staff will add a “Returns/Refinance” section to the reports on the Reserve Policy. Ms. Martinez stated that staff has begun to research refinancing options for existing properties and plans to present the identified options to the Board in early 2022. As it stands, it is estimated that, without including North Housing, AHA has approximately \$6M in latent equity that could be financed and used to further AHA’s pipeline. AHA also cash flows every year and is earning developer fees on developed properties which can be included in available funds.

In response to Commissioner Hadid, Ms. Cooper indicated that, in the event of an emergency, AHA holds insurance for certain events, where applicable, and could reallocate funds dedicated for the garage remodel, as well as, the operating reserve funds until reimbursements could be made by FEMA, HUD, etc.

Chair Grob expressed gratitude for staff having presented the information in a way that is very helpful to the Board when framing decisions to be made.

Commissioner Hadid moved to approve the 2021-26 Reserve Policy of the Housing Authority of the City of Alameda and Vice-Chair Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

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

- 9.D. Authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period.

Louie So, Director of Finance stated that as a public agency, AHA is required to



obtain an independent financial audit. In response to this requirement, AHA published a Request for Proposals (RFP) in September. AHA received eight responses to the RFP and interviewed five of the responders. The interview panel included AHA staff members and the Finance Director of the Contra Costa County Housing Authority. The interview panel recommended Novogradac & Company LLP (Novogradac) and, as a back-up, Citrin Cooperman Both firms are established in the public housing sector and are leaders in the low-income housing tax credits.

Mr. So expressed gratitude for the attendance of, and introduced Rich Larsen, Novogradac and Ben Karlin, Citrin Cooperman who were in attendance and available for questions.

Ms. Cooper stated that, if approved by the Board, AHA will move into negotiations with Novogradac. However, due to time constraints, staff is requesting that, if these negotiations are not successful, the Board approve staff to move forward with negotiations with Citrin Cooperman.

Commissioner Hadid moved to authorize the Executive Director or designee to negotiate a two-year contract with Novogradac & Company LLP for audit and tax preparation services for AHA and AAHC, with an option to extend, in the amount not to exceed \$293,500 for the five-year period, and in the event that an agreement with Novogradac cannot be made, the Executive Director or designee is authorized to negotiate with Citrin Cooperman and Vice-Chair Tamaoki seconded the motion. This meeting took place via Zoom, so a roll call vote was taken, and the motion passed unanimously.

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

- 9.E. Adopt the Resolution to amend the Housing Authority's revised Employee Policies and Procedures Handbook, last revised 12.21.2016, effective 1.8.2017 to adopt revisions to the Vacation Leave policy of the Housing Authority's Employee Policies and Procedures Handbook.

Janet Basta, Director of Human Resources and Operations stated that staff is recommending that the Board approve the request to amend the Housing Authority's revised Employee Policies and Procedures Handbook. This handbook was last revised in December of 2016, however, throughout the coronavirus health crisis various amendments have approved by the Board in order to address the changing needs. With these various amendments, the vacation cap was amended by an additional 100 hours, to 350 hours, and extended through December 31, 2021. However, even when considering the upcoming holiday time off, some staff members will still be at and/or over the vacation cap as of January 1, 2022. Therefore, Management is proposing a tiered return to the original vacation cap of 250 hours. The proposed policy,



which has been reviewed by Liebert Cassidy Whitmore, includes an extension of the current additional 100 hours (to 350 hours) to the vacation cap through the end of the 2022 calendar year. At that time, beginning in January 2023, the vacation cap would be reduced by 50 hours, followed by a second reduction of 50 hours in January 2024, at which point, the accrual cap would be at the original level of 250 hours. Contract staff have different caps, but the 100/50 cap hours would also apply to them.

As requested by the Board in November 2020, Management researched alternatives to the elimination of the Vacation Pay-Out Policy. After having consulted with Liebert Cassidy Whitmore, Management has found that the one available option, which avoids imposing significant tax implications to all employees, would require a significant amount administrative of time to administer. , including determining eligibility to participate and available leave balances at the time of cash-out(s). Considering that the Vacation Pay-Out program has not been heavily utilized in the past and has not been offered over the past few years, management is not recommending adoption of a revised Vacation Pay-Out Policy at this time.

Both the revised Vacation Policy and the elimination of the Vacation Pay-Out Policy have been presented to staff and there were no objections to these proposals.

Vice-Chair Tamaoki moved to adopt the Resolution to amend the Housing Authority's revised Employee Policies and Procedures Handbook, last revised 12.21.2016, effective 1.8.2017 to adopt revisions to the Vacation Leave policy of the Housing Authority's Employee Policies and Procedures Handbook 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 Grob, Vice-Chair Tamaoki, Commissioner Hadid, Commissioner Rickard, and Commissioner Sidelnikov

- 9.F. Discussion and Possible Adoption of Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

Ms. Cooper stated that Assembly Bill No. 361 is new legislation that is designed to allow public agencies to hold remote meetings based on the declaration of an emergency. This legislation requires that a Resolution be approved every 30 days until in-person meetings can resume. The adoption of this Resolution will allow AHA time to consider the transition back to in-person and/or hybrid



meetings.

The Board discussed the effectiveness, flexibility, and sense of security provided by hosting the Board of Commissioners Meetings via Zoom.

Commissioner Hadid moved to adopt the Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361 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 Hadid, Commissioner Rickard and Commissioner Sidelnikov
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10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner Hadid expressed gratitude for the work and collaboration of the Chair and members of the Board.

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

N/A

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

N/A

14. ADJOURNMENT

Chair Grob adjourned the meeting at 8:57 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, Chair
Board of Commissioners





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: Janet Basta, Director of Human Resources and Operations
Date: November 17, 2021
Re: Accept the Monthly Overview Report for Executive Department.

BACKGROUND

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

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 recruitment is included.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Administration	Deputy Executive Director	1 FTE	Recruitment on hold	May repost at Director level
	Risk Manager	1 FTE	Interviews in process, may utilize recruiter if needed	
	Administrative Manager	1 FTE	Position posted, utilizing recruiter	
Finance		0 FTE		Department is fully staffed



Housing Programs	Housing Programs Supervisor	1 FTE	Position posted, utilizing recruiter	
	Housing Specialist II	0 FTE	Vacancy filled via internal transfer	
Property Operations	Assistant Resident Manager: IP	1 FTE	Position posted, some interviews starting	
	Maintenance Specialist	1 FTE	Will not fill	Newly vacant; will not fill and duties will be distributed
	Housing Specialist II	1 FTE	Will not fill	Newly vacant due to transfer; will not fill
Housing Development	Construction Project Manager	1 FTE	In offer process, using recruiter	
	Project Manager	1 FTE	Position posted, using recruiter	Position will become vacant before end of calendar year
Rent Program		0 FTE		Department is fully staffed

Summary:

Total FTE's approved for FY 2022: 55

Number of vacancies: 9

Number of active recruitments: 6

All staff participated in an earthquake drill in October, held on International ShakeOut Day via Zoom during the agency staff meeting. Staff at 701 also participated in a fire drill.

The City of Alameda has notified AHA that it will not be requiring vendors or contractors whose staff are not onsite at City properties to be vaccinated. AHA management is reviewing new County orders regarding masking, and will determine what, if any, changes can be made to current masking requirements along with any proposed vaccination requirements. As shared prior, any vaccine requirements would likely be implemented in a tiered approach.

Reasonable Accommodations

The table below provides a summary of monthly and year-to-date statistics on Reasonable

Accommodation (RA) processing as of October 31, 2021.

	Number of New Submissions in the Month	Number Received in the Current Month and Still in Process	Number Closed Out (Letter Sent)	Running Total of New Submissions	Running Total of RAs Closed Out
January	21	0	21	21	21
February	13	0	13	34	34
March	18	0	18	52	52
April	16	0	16	68	68
May	16	0	16	84	84
June	11	0	11	95	95
July	14	0	14	109	109
August	23	0	23	132	132
September	16	7	9	148	141
October	19	16	3	167	144
TOTAL	167	23	144		

Below is a table of the decisions made on requests received during the month. For example, 21 requests were received during January 2021 and of those 21 requests, 44% were approved.

Month	Approved Percentage	Denied Percentage	Closed Percentage
January	44	37	19
February	50	50	0
March	50	28	22
April	60	27	13
May	56	44	0
June	55	36	9
July	57	22	21
August	43	44	13
September	63	31	6

The following is a table of reasonable accommodation requests by type of accommodation. The "other" category includes any request that does not fall into the listed categories, so these requests could include extensions of time for completing a recertification, reinstating a voucher, and allowing an assistance animal, among other requests.

Categories	Year-To-Date
Extra Bedroom	24
Live-In-Aides	25
Parking	12
Unit Modifications/Requests	45
Voucher Extension	10
Other	47

Staff continue to accept requests via e-mail, fax, in person, by phone, and through the electronic form available on our website. Staff continue to quality control reasonable accommodation requests.

Information Technology (IT)

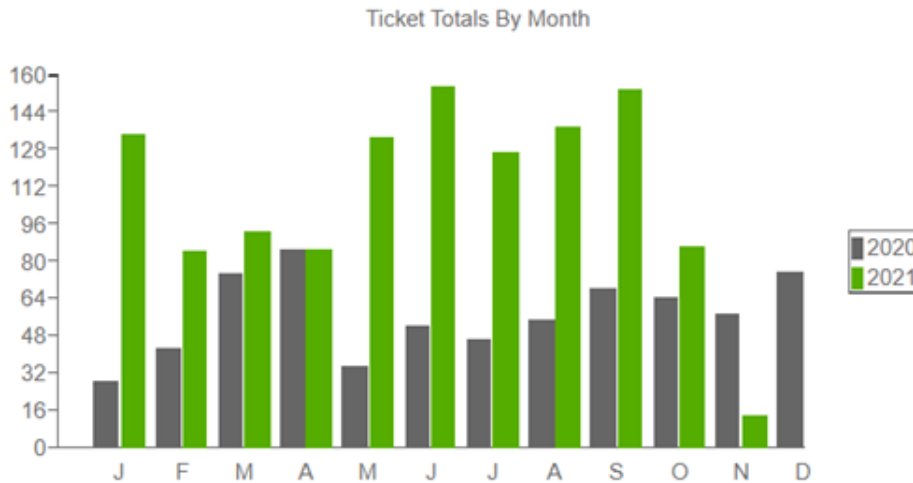
The IT service tickets for September fell primarily into two (2) categories: software issues and an unusual uptick in hardware tickets. AHA continues to maintain a high ticket count compared to similar time periods. This is due to heightened awareness of Cyber Security issues.

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 e-mail header, the automated 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 when the ticket is closed and creates a longer response time. These tickets are removed when calculating the average response time to tickets. The average response time for August tickets was about 0.23 hours.

TECHORDIA SERVICE TICKET REQUESTS - September 2021

TYPE OF SERVICE REQUEST	NUMBER OF TICKETS
Access Rights	21
Hardware	45
Software	30
On-Boarding/Off-Boarding	17
On-Site Visits	2
Cyber Security	21
TOTAL	136

As of November 2, 2021, there were 1,199 tickets in 2021, and, at that time, there were 42 open tickets. Below is a chart of tickets between 2020 and 2021. A new contract was executed in October 2020 resulting in Techordia now providing the AHA with managed services. Techordia is now primarily covering all IT functions except the administration and troubleshooting for Yardi and Laserfiche. Onsite visits have been scaled back to once a week.



ADA Transition Plan

The Housing Authority of the City of Alameda is working with Sally Swanson Architects to update its ADA Transition Plan and ensure its policies, procedure, practices, and facilities are accessible to persons with disabilities. The consultant has started onsite surveys of properties owned or used by the Housing Authority. For example, the offices for the Rent Program and the second office space rented during COVID have been surveyed for accessibility. The consultant will have surveyed most of the properties by the November Board of Commissioners meeting. Staff have completed electronic surveys to see how the Housing Authority is serving participants, tenants, applicants, and members of the general public with disabilities. The consultant will hold a public meeting in early 2022 and the final report will be presented to the Board of Commissioners in mid-2022.

Project Based Voucher Issuance

As reported last month, AHA issued a Request for Proposals (RFP) for up to 100 Project-Based Vouchers on August 13, 2021. Four responses were received from the following parties/projects.

Submitter	Complex	Units for PBV
Mercy/Alameda Point Collaborative	1245 McKay	40
AHA/ICD	North Housing - PSH II	40
AHA/ICD	North Housing - PSH I	40
AHA/ICD	North Housing - Senior	40

The RFP panel is expected to make a recommendation on the award by December 1, 2021 and after review by the Executive Director, the recommendations will be submitted to HUD before final award. In the event that there is a protest or appeal, the issue will come to the Board for review.

If all 100 vouchers are awarded this round, AHA will not have further budget authority to issue RFPs. This could change if additional funds become available from HUD over the coming years. However, AHA is also 100 units away from its PBV cap, including the additional 10% allowed under

HOTMA, and this cap will limit any further issuance unless HUD lifts or changes the PBV caps currently in place for all non-MTW agencies. To be able to issue more PBV vouchers, AHA must have both budget authority and be below the PBV CAP.

It is estimated that a further 1000 units of affordable housing are planned in the City of Alameda over the next 10 years. These projects are expected to be looking to be funded at least in part by PBV. Staff will participate in a HUD roundtable on the subject of PBV and PBV caps in early December 2021 and has provided HUD with feedback on the cap issues in Alameda.

Without an increase in the PBV cap, PBV availability beyond the remaining 100 vouchers could depend on non-renewal of existing contracts for current affordable projects. Staff expects to come back to the Board in the next quarter with a PBV issuance policy in the next quarter to allow for further discussion of this topic.

Community Relations

During the month of October, AHA staff worked to finalize details of an operating agreement with Drawbridge.org, which is a non-profit organization that provides free art programs for young people in homeless shelters, affordable housing facilities, and neighborhood community centers across the Bay Area. The service delivery will be one-hour art sessions at Esperanza property for children (ages 4 to 18) on the first and third Wednesdays of every month starting December 1, 2021. Staff is working to secure other community partnerships (to begin in early 2022) that benefit AHA program participants and tenants, which include on-going discussions with City of Alameda Parks & Recreation for a mobile recreation unit to visit AHA family property sites, Leap Arts for arts/recreation activities for seniors at Independence Plaza, and Bike Walk Alameda for a bicycle program for AHA youth. Beyond the partnerships with community-based organizations, AHA staff hosted two tours of the Rosefield Village construction site that were attended by AHA Commissioners and City Council members. A third tour will be held on November 17th.

With AHA's expanding community presence and increased digital communications activity, it is important that AHA begins to benchmark digital data metrics in order to track digital communication effectiveness and audience growth. The table below shows the Year To Date digital communications metrics:

Year to Date	New Followers (added since January 2021)	Total Followers	Unique Visitors	Impressions Delivered (Total digital views by unique visitors)
LinkedIn	171	269	908	24,530

Year to Date	Total Followers	Impressions Delivered (Total digital views by unique visitors)
Facebook (AHA account created February 2021)	251	66,802

Year to Date	Emails Sent out by AHA (to AHA landlords, program participants, tenants, vendors. Plus other contacts in AHA email database/contact lists)	Email Open Rate	Click Rate
Email	104,366	44% (22% better than industry average)	6% (4% better than industry average)

Year to Date	Total Visits	Unique Visitors	Page Views	Time Spent per visit	Bounce Rate (percentage of website visitors that navigate away from the website after viewing only one page)
AHA Website	76,359	69,820	112,556	1:43	73%

AHA staff finalized the new AHA logo which enabled the staff to publish the new video assets. To view the videos, please click the links below:

AHA Introduction/Overview: <http://www.alamedahsg.org> (scroll down homepage)

Alameda Boys & Girls Club Partnership with AHA:

<http://www.alamedahsg.org/cms/One.aspx?portalId=3723405&pageId=3761149>

Family Self Sufficiency Program:

<http://www.alamedahsg.org/cms/One.aspx?portalId=3723405&pageId=3759935>

AHA's Ombudsman Program received twenty-one total contacts in the month of October, with seven of those contacts coming from the general public seeking information related to non-AHA affiliated items. Five contacts came from the AHA tenants seeking resolution to neighbor disputes and rental payment amounts. Six contacts came from the general public seeking more information about access to affordable housing. See the table below for the entire data breakdown.

	MAY	JUNE	JULY	AUG	SEPT	OCT	YTD
Total Ombudsman Contacts	25	27	11	10	15	21	109
Contacts from the general public (Non AHA Landlord/tenant)	1	3	2	2	7	7	22

matter)							
Contacts from the general public (Seeking Housing)	20	18	3	0	3	6	50
Contacts related to AHA tenant (Lease Violation)	0	2	1	1	0	1	5
Contacts related to AHA tenant (Neighbor Dispute)	2	2	3	1	4	1	13
Contacts related to AHA tenant (Reasonable Accommodation)	0	1	1	0	0	0	2
Contacts related to AHA tenant (Property Condition)	0	1	1	2	0	0	4
Contacts related to AHA tenant (Rental Payment)	2	0	0	4	1	4	11
Contacts related to AHA tenants (and AHA private landlord)	NA	NA	NA	NA	NA	2	2

FISCAL IMPACT

Report only, no financial impact

CEQA

Not applicable to this item.

RECOMMENDATION

Accept the Monthly Overview Report for the Executive Department.

ATTACHMENTS

None

Respectfully submitted,

Janet Basta

Janet Basta, Director of Human Resources and Operations



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: November 17, 2021

Re: Accept the Monthly Overview Report for the Housing Programs Department.

BACKGROUND

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

DISCUSSION

Funding Update

A review of the Two-Year-Tool (TYT) updated October 28, 2021, AHA has a projected increased year-end amount of \$2.4 mil in HAP reserves. AHA staff worked diligently to increase HAP spending by exhausting existing waitlists, and by opening the Housing Choice Voucher and Project Based waitlist in an effort to issue more vouchers. However, with staff just completing the lottery process, AHA will not see a benefit from these leasing efforts before the end of the fiscal year. Also, although staff issued vouchers and increased our Units Month Leased (UML) though port-ins, our partner PHAs absorbed large amounts of our port-out vouchers at relatively short notice to meet their leasing requirements, resulting in a net loss of UMLs for AHA. As a result, AHA is now projected to have a utilization rate of 94.5 % of funding for calendar year 2021. This could impact the ability to retain a High Performer rating. Housing and Urban Development (HUD) has extended the waiver for SEMAP scores due to the continued Health Emergency through FY June 2021. It is not clear if the waiver will be extended for FY June 2022. If allowed, AHA will utilize the waiver to use our previous SEMAP score.

Emergency Housing Vouchers (EHV)

On May 11, 2021, AHA was awarded 57 EHV vouchers from HUD. These EHV 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 issued 42 vouchers, and leased 3 families into permanent stable housing. Staff continues to meet regularly with our partners from the County to ensure a timely lease-up process.

Waitlist Closed

AHA opened the Housing Choice and Project Based Voucher waitlists during the period of September 10, 2021 - September 20, 2021 and received over 22,000 applicants. The random lottery has been completed and all applicants received notification of their status via email. Staff have begun selecting applicants from the new waitlist to fill current and future vacancies. It is expected that these new waitlists will take 5-7 years to exhaust based on prior experience.

Waivers Update

Staff continued to update the board with a monthly chart of implemented HUD waivers as staff determines the need to implement them. In the month of October, AHA did not implement any new waivers.

FISCAL IMPACT

For report only, no fiscal impact.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview of the Housing Programs Department

ATTACHMENTS

1. 8-C Attachment 1 -HPD Performance
2. 8-C Attachment Updated Implemented Waivers from 2020-33

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

Attachment 1 - Housing Programs Department Performance Report
Month of October

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	\$2,730,744	\$2,790,672	\$2,808,032	\$2,817,807	\$2,728,415	\$2,811,997			\$ 27,763,368
Vouchers under lease at start of month	1513	1515	1508	1507	1489	1514	1522	1507	1470	1480			n/a
Vouchers issued during the month	0	2	13	10	13	11	10	12	32	2			105
New units leased in private market	4	10	11	5	10	6	7	2	6	2			63
New units leased in affordable market	0	1	1	0	0	1	0	0	12	0			15
Seeking vouchers	23	25	28	26	21	42	60	74	125	109			533
Port outs leased	0	0	3	6	0	0	0	1	0	0			10
Port ins leased	2	1	3	4	11	6	3	0	2	1			33
Annuals completed	132	125	114	188	145	135	139	108	143	130			1359
Interims completed	48	29	79	68	58	50	57	41	38	38			506
Rent Increases completed	20	10	35	22	16	16	18	22	24	18			201
Inspections conducted	0	9	0	83	91	150	166	159	123	118			899
Inspections passed first time	0	9	0	24	33	55	21	81	70	54			347
Hearings requested	4	2	3	3	5	2	4	0	1	1			25
Hearings held	1	0	1	1	0	1	0	2	0	0			6
End of Particiaption *	1	0	1	2	0	0	3	1	0	1			9

* 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 2020-33 WAIVERS

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
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 • All delayed biennial inspections must resume by 6/30/21 and be completed by 12/31/21 	7/2/2020	6/30/21 12/31/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date. Owner will need to make certification.
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	6/30/21	HQS inspections will be delayed and expanded use of 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	6/30/21	Quality Control HQS inspections will be delayed, but must resume with proper notice

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	6/30/21	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	6/30/21	Would impact new admissions or transferring participants if 180-day voucher is about to expire. Would need to submit written request for extension.
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 resume issuing new SEMAP scores for FYE 6/30/21	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.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
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 1-year anniversary of date of owner's certification 	5/21/2020	6/30/21 1-year anniversary of date of owner's certification	Minimal impact on existing participants as these are new units to a contract
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	6/30/21	Minimal impact on participants as this is a HUD-required administrative function.
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 waive 	6/20/2021	6/30/21	Reexams due between 1/1/21 and 6/30/21 would need to be completed by 6/30/21.

Item	Statutory and regulatory waivers	Summary of alternative requirements	Date Implemented	Availability Period Ends	Effect on Participants
HCV-1	Regulatory Authority § 982.54(a)	<ul style="list-style-type: none"> Establishes an alternative requirement that policies may be adopted without board approval until 3/31/21 Any provisions adopted informally must be adopted formally by 6/30/21 	5/19/2021	3/31/21 <ul style="list-style-type: none"> 6/30/21 	
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	6/30/21	HQS inspections will be delayed but missed inspections must be conducted within 1 year of due date.



**Housing
Authority of the City of Alameda**

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701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Gregory Kats, Director of Rent Stabilization Programs

Date: November 17, 2021

Re: Accept the Monthly Overview Report for the Alameda Rent Program.

BACKGROUND

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

DISCUSSION

The Alameda Rent Program resumed limited in-person Informational Workshops in October 2021. Currently, remote Informational Workshops are offered twice a month, with one day and one evening session provided monthly. Starting in October, at least one of these monthly workshops will be held in person at the Independence Plaza Community Room. Staff has also posted an Informational Workshop video on the program website and produced updated pocket guides for both landlords and tenants. These pocket guides will be shared with our local partners, such as the Downtown Public Library and the Mastick Senior Center, for distribution to community stakeholders.

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. Once the revised fees were approved, the Rent Program sent out registration and fee payment 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 extended, by the City Council, to September 30, 2021. Fee payment reminders were mailed out to owners with outstanding fees on September 1, 2021. On October 29, 2021, the Rent Program mailed out non-compliance letters to landlords and tenants of units which are still unregistered and/or for which annual fees have not yet been paid. Now that the submission deadline has passed, AHA and City staff will process new registration and exemption submissions, as well as annual fee



payments, prior to sending out Maximum Allowable Rent (MAR) letters in November 2021. This month, the Rent Program finally achieved a registration compliance rate of 90%.

Rent Program staff has been receiving a high volume of calls from landlords and property managers since the non-compliance letters went out. 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 November 2021, staff will provide the City Attorney's Office with new enforcement reports documenting unresolved cases involving invalid rent increases, failure to pay program fees, and failure to register rental units for the 2021 registration period. These cases are being referred to the City Attorney's Office with the expectation that enforcement action will be taken to bring unregistered properties into compliance and to recoup any uncollected annual programs.

The Rent Program presented its Annual Report, for FY 2020-21, to the Alameda City Council, at their October 19, 2021 meeting, where it was unanimously approved. A copy of the Annual Report was also submitted to the BOC in October.

The Rent Program is currently in discussions with the City of Alameda in regards to relocating the Rent Program's office space. The lease for the Rent Program's current office space will expire at the end of March 2022. The Rent Program and the City have tentatively discussed a prospective location near City Hall West. City staff are in the process of scheduling a tour of the proposed site for AHA and Rent Program staff.

FISCAL IMPACT

The program is operating within its budget for 2021-22.

CEQA

N/A

RECOMMENDATION

Accept the monthly overview report for the Alameda Rent Program.

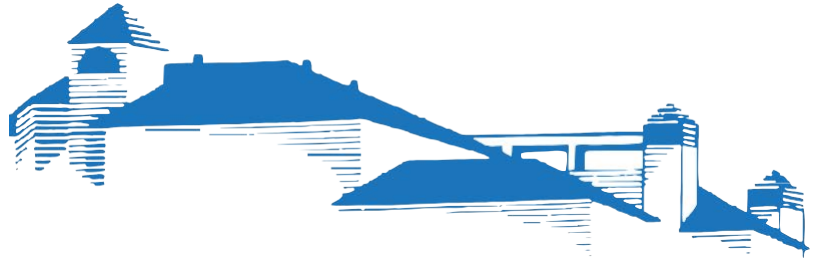
ATTACHMENTS

1. 2021.10 - MONTHLY REPORT

Respectfully submitted,

Greg Kats

Gregory Kats, Director of Rent Stabilization Programs



ALAMEDA RENT PROGRAM

OCTOBER 2021 REPORT

FY 2021 -2022

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Rent Registry / Other Appeals

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www.alamedarentprogram.org

Email: rentprogram@alamedahsg.org • Phone: 510-747-4346 • Fax: 510-764-7555

Outreach

Staff serves individuals in the community via telephone, email, and in-person appointments. Informational workshops are currently offered online.

Contacts

	PERSONALIZED SERVICE 		INFORMATIONAL WORKSHOPS 	WEBSITE 	
	INDIVIDUALS CONTACTED	TOTAL INQUIRIES	ATTENDEES	USERS	TOTAL SESSIONS
JUL 2021	334	608	4	1,953	2,622
AUG 2021	278	495	2	1,817	2,493
SEP 2021	502	816	4	2,247	3,025
OCT 2021	296	445	3	1,842	2,665
NOV 2021					
DEC 2021					
JAN 2022					
FEB 2022					
MAR 2022					
APR 2022					
MAY 2022					
JUN 2022					
TOTAL	1,410	2,364	13	7,859	10,805

Activities

In-person informational workshops resumed on October 7, 2021.	Program staff continues to process Rent Registry submissions, including late registration, fee exemption requests, and reports of new ownership.	Housing Authority offices are now open to the public from 8:30-11:30 a.m.; contact the Rent Program to schedule an appointment with staff.
Distributed a press release from the City of Alameda about City Prosecutors reaching a settlement with a landlord, plus information on participation in the Housing Choice Voucher program to e-newsletter subscribers. Both emails went out to more than 3,150 recipients.		

Rent Increase Submissions & Petitions

Multi-family units built prior to February 1, 1995, are subject to a cap on the annual amount of a rent increase, known as the Annual General Adjustment (AGA). Landlords may petition for an upward adjustment in the rent, and tenants may petition for a downward adjustment. Petitions are heard by hearing officers who issue binding decisions.

In addition, tenants and landlords may request that program staff conduct a review of a) the calculation of the maximum allowable rent allowed by the AGA, b) the base rent and/or housing services included with the base rent that the landlord reported when registering the rental unit, or c) previous or pending rent increase notices to determine if they complied with all rent ordinances and regulations. Staff will work with the landlord to correct any registration errors. If the review shows the tenant has been paying more than the maximum allowed by the AGA, staff will direct the landlord to reset the rent and refund the overpayment. If the tenant received an invalid notice that is not yet effective, staff will direct the landlord to rescind the notice. Annually, the Rent Program sends letters to the landlord and tenant informing them of the maximum allowable rent and providing a deadline by which to file a request for review.

When a landlord issues a rent increase of more than 10 percent (typically for those units not subject to the AGA), the notice must be filed with the Rent Program. If the tenant chooses to vacate within 90 days, the tenant is entitled to a relocation payment.

(Note: Landlords currently are not permitted to increase the rent for units subject to the AGA due to an urgency ordinance passed by the City Council in response to the COVID-19 pandemic.)

SUBMISSIONS BY TYPE						
MONTH	LANDLORD INITIATED			TENANT INITIATED		TOTAL
	PETITION FOR UPWARD ADJUSTMENT	REQUEST FOR STAFF REVIEW	RENT INCREASE > 10%	PETITION FOR DOWNWARD ADJUSTMENT	REQUEST FOR STAFF REVIEW	
JUL 2021	0	0	0	2	1	3
AUG 2021	0	0	0	1	1	2
SEP 2021	1	0	0	2	3	6
OCT 2021	0	0	0	0	0	0
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	1	0	0	5	5	11

PETITION OUTCOMES

MONTH	UPWARD RENT ADJUSTMENT	DOWNWARD RENT ADJUSTMENT	PETITION DENIED	PETITION WITHDRAWN	PENDING	TOTAL
JUL 2021	0	1	0	1	0	2
AUG 2021	0	0	0	0	1	1
SEP 2021	0	0	0	0	3	3
OCT 2021	0	0	0	0	0	0
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	0	1	0	1	4	6

STAFF REVIEW OUTCOMES

MONTH	NO VIOLATION	REGISTRATION ERROR CORRECTED	RENT RESET & TENANT REFUNDED	INVALID NOTICE RESCINDED	REQUEST WITHDRAWN	PENDING	TOTAL
JUL 2021	0	0	0	1	0	0	1
AUG 2021	0	0	0	1	0	0	1
SEP 2021	2	0	0	1	0	0	3
OCT 2021	0	0	0	0	0	0	0
NOV 2021							
DEC 2021							
JAN 2022							
FEB 2022							
MAR 2022							
APR 2022							
MAY 2022							
JUN 2022							
TOTAL	2	0	0	3	0	0	5

Termination of Tenancy Submissions

Rent Ordinance 3250 prevents landlords from terminating a tenancy except for certain allowable grounds and requires a relocation payment in cases where the termination is not the fault of the tenant. Terminations based on these “no fault” grounds must be filed with the Rent Program. There are no filing requirements for terminations based on “for cause” grounds.

	ACTIVE			WITHDRAWN		TOTAL
	OWNER MOVE-IN*	WITHDRAWAL FROM RENTAL MARKET	OTHER	FOR DEFICIENCY IN THE NOTICE	LANDLORD CHOSE TO RESCIND	
JUL 2021	0	1	0	2	0	3
AUG 2021	0	1	0	2	2	5
SEP 2021	0	1	0	0	0	1
OCT 2021	0	2	0	1	0	3
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	0	5	0	5	2	12

*The City Council adopted an urgency ordinance on April 21, 2020, that prohibits landlords from taking action to terminate a tenancy based on Owner Move-In until 30 days after the end of the Declaration of Local Emergency for the COVID-19 pandemic.

RELOCATION PAYMENT SUMMARY FOR ACTIVE CASES			
<u>AVERAGE AMOUNT</u>	<u>TIME IN THE UNIT</u>		
	0 to 5 years	5+ to 10 years	10+ years
\$13,319.00	0	0	2

Buyout Agreement Submissions

A buyout agreement is a written agreement between a landlord and a tenant, by which a tenant agrees to vacate, usually in return for money. Rent Ordinance 3250 affords protection to tenants who are offered buyout agreements. Buyout agreements must be filed with the Rent Program. Staff review submissions to ensure that tenants have been advised of their rights. An agreement that does not satisfy all requirements of the Rent Ordinance is not effective, and the tenant may rescind the deficient agreement at any time.

	ACTIVE	DEFICIENT	TENANT CHOSE TO RESCIND	TOTAL
JUL 2021	3	0	0	3
AUG 2021	2	0	0	2
SEP 2021	1	1	0	2
OCT 2021	0	0	0	0
NOV 2021				
DEC 2021				
JAN 2022				
FEB 2022				
MAR 2022				
APR 2022				
MAY 2022				
JUN 2022				
TOTAL	6	1	0	7

BUYOUT AGREEMENT SUMMARY FOR ACTIVE CASES			
AVERAGE AMOUNT	TIME IN THE UNIT		
	0 to 5 years	5+ to 10 years	10+ years
n/a	n/a	n/a	n/a

Monitoring of Unit Restrictions

Certain restrictions are imposed on rental units after a tenancy is terminated based on grounds for which the tenant is not at fault. These restrictions apply regardless of a change in ownership. On an annual basis, program staff initiates monitoring of the unit to verify compliance with the restrictions while they remain in effect. These annual monitoring cases remain “ongoing” until staff receives sufficient documentation from the property owner.

	CASES INITIATED		ONGOING CASES		TOTAL UNITS MONITORED
	OWNER MOVE-IN	WITHDRAWAL FROM RENTAL MARKET	OWNER MOVE-IN	WITHDRAWAL FROM RENTAL MARKET	
JUL 2021	0	2	2	2	6
AUG 2021	0	6	0	1	7
SEP 2021	0	3	0	4	7
OCT 2021	2	4	0	1	7
NOV 2021					
DEC 2021					
JAN 2022					
FEB 2022					
MAR 2022					
APR 2022					
MAY 2022					
JUN 2022					

Capital Improvement Plans

To encourage landlords to improve the quality of the City’s rental housing stock, Resolution 15138 allows landlords to recover from tenants the cost of certain substantial improvements, amortized over time. In addition, landlords are required to file a Capital Improvement Plan whenever a tenant must be temporarily relocated or a tenancy terminated because of the work associated with capital improvements; however, landlords are currently prohibited from doing so by an urgency ordinance passed by the City Council in response to the COVID-19 pandemic.

No new applications for a Capital Improvement Plan were submitted in September 2021. One application remains under review.

Rent Registry

Open registration using the online Rent Registry has concluded. To date, 83% of properties have completed registration, representing 90% of rental units in Alameda. Staff continues to work with landlords to update information in the registry and process submissions.

RENT REGISTRY SUBMISSIONS PROCESSED						
MONTH	LATE REGISTRATION	UPDATED UNIT INFORMATION SHOWING AN INVALID RENT INCREASE	REQUEST TO EXEMPT UNIT FROM ANNUAL FEE	DOCUMENTATION SHOWING PROPERTY IS EXEMPT FROM REGULATION	CHANGE IN OWNERSHIP	TOTAL
JUL 2021	98	28	36	11	13	186
AUG 2021	8	2	21	5	20	56
SEP 2021	8	3	40	60	21	132
OCT 2021	19	4	11	11	14	59
NOV 2021						
DEC 2021						
JAN 2022						
FEB 2022						
MAR 2022						
APR 2022						
MAY 2022						
JUN 2022						
TOTAL	133	37	108	87	68	433

Other Appeals

A landlord or tenant may appeal a determination by the Rent Program Administrator concerning other matters under the Rent Ordinance, such as whether the ordinance applies to a particular dwelling unit or whether a tenant who has been displaced is entitled to relocation payments. Appeals are heard by hearing officers who issue binding decisions, subject to judicial review.

No appeals were submitted in September 2021.



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: Stephanie Shipe, Director of Portfolio Management

Date: November 17, 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 October 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 October AHA managed Independence Plaza and Anne B Diamant. 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 October. Progress is taking place in filling the vacancies. Of the fourteen (14) vacant units, thirteen (13) have move-ins scheduled, eleven (11) are turned and ready for occupancy, three (3) 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 (www.affordablehousing.com), the Section 8 online search engine and on Craig's List (<https://sfbay.craigslist.org/>).



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 101% is provided below.

The collection rate for China Clipper is 107.3% is higher due to collecting on past due rents from residents and Emergency Rental Assistance Program (ERAP). All residents with past due balances (Attachment 1) 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

As staff reported previously, due to the existing health crisis, AHA temporarily ceased all rent increases, except annual PBV rent increases, as of October 1st, 2021, rent increases have been submitted on all subsidized units. Staff plan to do a rent increase at Independence Plaza in February 2022 for all non-subsidized units.

Social Services

In October, LifeSTEPS continued in-person meetings. Staff continue to be in discussions with LifeSTEPS to ensure there is ongoing support for tenants. LifeSTEPS has been providing aid to tenants and households and continues to link them to financial service agencies, as needed.

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 130 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 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.

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

HQS

Inspections are complete at Anne B. Diament and initial inspections for Independence

Plaza were completed in October 2021.

To date 95.7% of AHA owned units have passed HQS.

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 2021-2022 capital projects currently underway.

FISCAL IMPACT

Report only, no financial impact.

CEQA

N/A

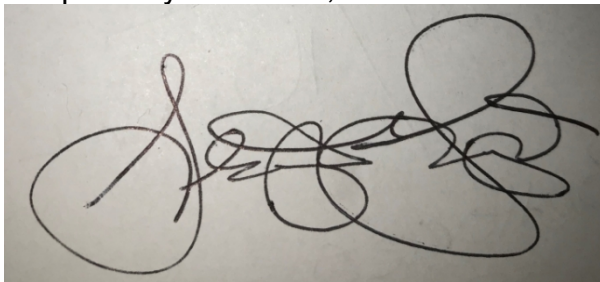
RECOMMENDATION

Accept the Monthly Overview Report for Property Operations.

ATTACHMENTS

1. Attachment 1 - Monthly Overview Report for Property Operations
2. Attachment 2 - CIP Update

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Stephanie Shipe', written on a light-colored background.

Stephanie Shipe, Director of Portfolio Management

ATTACHMENT 1

Month of October 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	Total Delinquency
* Anne B Diamant	AHHC	AHA	65	Senior	1	\$ 116,312	\$ 27,287	\$ 89,977	\$ 117,264	100.8%	\$ 4,011
* Independence Plaza	AAHC	AHA	186	Senior	1	\$ 203,951	\$ 131,283	\$ 71,428	\$ 202,711	99.4%	\$ 15,092
China Clipper	AHHC	JSCO	26	Family	1	\$ 43,700	\$ 15,007	\$ 31,883	\$ 46,890	107.3%	\$ 6,757
Eagle Village	AAHC	JSCO	36	Family	1	\$ 89,583	\$ 17,281	\$ 71,849	\$ 89,130	99.5%	\$ 9,398
Esperanza	AAHC	JSCO	120	Family	1	\$ 342,072	\$ 68,267	\$ 271,205	\$ 339,472	99.2%	\$ 83,711
Everett Commons	ICD	JSCO	20	Family	1	\$ 44,034	\$ 8,679	\$ 35,045	\$ 43,724	99.3%	\$ 834
Littlejohn Commons	ICD	JSCO	31	Senior	1	\$ 54,866	\$ 8,926	\$ 45,062	\$ 53,988	98.4%	\$ 9,743
Parrot Village & Gardens	AAHC/AHA	JSCO	58	Family	1	\$ 164,297	\$ 32,327	\$ 130,952	\$ 163,279	99.4%	\$ 134,984
Scattered Sites	AHA/AAHC	JSCO	34	Family	0	\$ 70,972	\$ 17,222	\$ 52,862	\$ 70,084	98.7%	\$ 709
TOTAL			576		8	\$ 1,129,787	\$ 326,279	\$ 800,263	\$ 1,126,542	99.7%	\$ 265,239

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
* Anne B Diamant	AHHC	1	1.6%	0	1.6%	1	1	35	1
* Independence Plaza	AAHC	2	1.1%	0	1.1%	5	3	230	
China Clipper	AHHC	3	12.0%	0	12.0%	0	1	15	
Eagle Village	AAHC	2	5.7%	0	5.7%	2	1	13	1
Esperanza	AAHC	4	3.4%	0	3.4%	3	0	26	
Everett Commons	ICD	0	0.0%	0	0.0%	0	0	1	
Littlejohn Commons	ICD	0	0.0%	0	0.0%	0	1	3	
Parrot Village & Gardens	AAHC/AHA	2	3.5%	0	3.5%	2	1	9	1
Scattered Sites	AHA/AAHC	0	0.0%	0	0.0%	0	0	2	
TOTAL		14	2.4%	0	2.4%	13	8	334	3

**ATTACHMENT 2
Capital Projects Update
FY 2021-2022 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
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 RFP issuance and award
Anne B Diamant	Roofing	50,000					Collecting bids for work.
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 RFP issuance and award
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 Inspectons/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



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: November 17, 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. In July 2021, the newly-formed Alameda Affordable Housing Trust Fund awarded \$7.5 million and a Letter of Intent for \$2.5 million (contingent on an award from the Local Housing Trust Fund Program of the State of California). In addition, in August 2021, ICD accepted a bridge loan from AHA to make a development advance to 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 is presented as a separate Board item.

North Housing - An update report is presented as a separate Board item.

Feasibility Studies -One potential project (discussed in Closed Session January 20, 2021) is in feasibility at this time.

Acquisitions

1. 2615 Eagle - The Board authorized an offer on June 2, 2021, which was accepted by the Alameda Unified School District on August 10, 2021. Staff and consultants are in due diligence, which ends November 15, 2021. The Board was updated on this item in closed session.



2. Pulte purchases - In December 2020, the Board authorized staff to purchase 18 Below Market Rate units at 2800 Fifth Street. Costs will be somewhat higher due to final pricing, the need to front property taxes, and other closing costs. In addition, the Alameda Affordable Housing Corporation will likely need to purchase the installed solar photovoltaic systems at each home, because its tax status as a nonprofit is an obstacle to obtaining a lease. These purchases will require approximately \$200,000 funds. Deposits were made for the first eleven units and Sales Agreements were completed. Closing and delivery of these units will be from November 2021 through January 2022. Portfolio Management is working with Pulte to arrange walk-throughs. An update on the Pulte purchases will be reported to AAHC in 2022 after the first purchases are made, along with lease up information.

3. Staff continue to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available. In preparation, staff is actively procuring development consultants and refreshing its qualifications lists. Staff hosted an Investor and Development Partner Briefing in October 2021 to garner interest in North Housing and other pipeline projects.

New Funding Opportunities

- 1. Staff is responding to questions on threshold issues regarding its application for \$2.5 million in matching funds from the Local Housing Trust Fund (State of CA).
- 2. Feasibility for Faircloth vouchers - Staff continues to study the potential to activate AHA's Faircloth capacity of 120 vouchers under a Faircloth-to-RAD transaction.

Staffing

The HD Department has hired a Construction Project Manager to assist with the buildout of the maintenance area, portfolio construction projects, and preparation of two sites for syndication/major renovation. It is anticipated that this staff will start shortly after Thanksgiving.

The HD Department is actively recruiting a Project Manager. Please see the AHA website for further information.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



**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: Allyson Ujimori, Senior Project Manager

Date: November 17, 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 Avenue. ICD is the developer. The overall project scope includes both the rehabilitation of existing structures and the construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry facilities, property management offices, social service coordination offices, a community room, and central courtyard with recreation areas. 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 October 31, 2021, is approximately 58%.

This month's construction activities included trenching for underground utilities, roofing installation, building insulation installation, exterior painting, MEP installation, deck railing installation and demolition at some of the rehab units. There is one change order for the month, Change Order #13, which is in the amount of \$113,072. This Change Order will fund low-voltage upgrades, door upgrades, infrastructure for the solar PV system, and additional utility connection work. To date, the project has utilized 20% of its hard cost contingency, which is well under the project's percent complete.



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	\$740,224	\$113,072	\$38,072,147
Hard Cost Contingency	\$4,586,262	-\$740,224	-\$113,072	-\$3,845,934
Soft Cost Contingency	\$300,000	-\$176,319	\$3,973	\$119,710

Construction Contract Utilization

Contract Total	Value of Work Completed to Date	Retention Withheld	Amounts Paid to Date	Balance to Finish
\$38,916,179	\$22,881,288	\$1,921,073	\$20,960,215	\$18,198,136

As of the end of the month, there are no delays to the schedule. The new building is mostly enclosed and the contractor is taking proactive measures to keep the site as dry as possible. Should the project continue to observe rainy days, there is plenty of work that will continue inside of the new and rehabbed buildings.

Occupied Units

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. The two remaining households will be temporarily moved on-site while their units are rehabbed. Below is an update on the relocation status through October 31, 2021:

Total Units	Vacant Units	Moves Completed	Current Occupied	Remaining Units to Permanent Relocate	Remaining Units to Temporarily relocate
53	50	30	3*	0	2

* There is one occupied unit at 738 Eagle Ave, and the one building was previously renovated. The John Stewart Company will move into the vacant unit 738B as a temporary office.

Leasing & Tenant Selection Plan

Project staff is working with the Portfolio Management and Housing Programs Departments and the John Stewart Company to prepare the project for leasing later this year. The Tenant Selection Criteria and Marketing Plan are currently being reviewed by the City and County. Staff anticipates that the interest list will be generated between late November 2021 through January 2022. Since the project has Alameda County A1 Bond Funding, it will use the Alameda County Housing Portal (<https://housing.acgov.org/listings>), which is a universal core tenancy application system where low-income households seeking subsidized housing can locate and be informed of unit availability throughout the County. This is like San Francisco’s DAHLIA system.

FISCAL IMPACT

ICD funds were advanced to Rosefield to fulfill the General Partner Capital Contribution requirements. These funds, in the amount of \$1,115,000, were repaid in three transactions. The Finance and Housing Development Departments tracked the payments, 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	\$21,163,494	49%	\$22,401,617
Soft Costs	\$15,751,616	\$8,124,106	49%	\$8,557,704
Total	\$76,472,178	\$46,723,051	60%	\$30,759,321

Development Advance Status

On August 2, 2021, the Board approved a \$1.2 million unsecured loan from AHA to ICD to cover unanticipated costs observed by the project. This loan is categorized as a development advance to the project from CELP. Three categories of uses are property taxes, EBMUD water connection fees, and additional soft cost contingency. In September 2021, the project's property tax was canceled through an approved welfare tax exemption, so approximately \$197k was returned to AHA. The project also expects a \$375k credit from EBMUD for existing service. Staff anticipates receiving the credit around January 2022. Staff currently expects the remainder of the repayment to come at permanent loan conversion, from construction savings and tax credit equity.

Total Funds Disbursed	\$930,194
Refunds/Credits Received to Date	\$0
Amount of Available Loan Funds	\$292,806

CEQA

This item is not applicable.

RECOMMENDATION

Accept the Month Development Report for Rosefield Village.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in blue ink that reads "Allyson Ujimori". The signature is written in a cursive, flowing style.

Allyson Ujimori, Senior Project Manager



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: Daniel Mills, Management Analyst

Date: November 17, 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 October.

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.
- Staff have been conducting internal testing for CivicClerk, the Board Management Software, to assist in generating and distributing the scheduled Board memos. The August memo was the first memo to be primarily composed and distributed with the new application, without the Board and minutes management features. Before involving the Board in the process, staff have decided to conduct a re-evaluation of the software with the vendor and will keep the Board informed of the process. Thank you in advance for your patience.
- Staff have initiated a new Diversion, Equity, and Inclusion (DEI) initiative that will enable us to measure and focus on these aspects of our vendors and solicitations and to encourage minority-owned businesses to apply for our RFPs and other solicitations. The initiative will help us to better reflect and serve our diverse communities. Staff is currently in the early



planning stages and will keep the Board informed of the process and outreach efforts.

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	ORG	STATUS
Benefits Broker	For AHA personnel.	AHA	RFP to be issued in 2021.
Copier Services	For the AHA Office.	AHA	Contract extended for 1 year. RFP will be re-evaluated in 2022.
Environmental Consulting	For North Housing.	ICD	RFP closed, under review.
Financial Consulting	Feasibility and financial analysis.	AHA	RFP closed, under review.
General Contractor	For North Housing.	ICD	RFQ issued, closes on December 14th.
Interior Furnishings	For Rosefield Village.	ICD	RFP closed, under review.
Market Study	For North Housing.	ICD	RFP closed, under review.
Payroll Services	For AHA personnel.	AHA	RFP to be issued in early 2022.
Project-Based Voucher Program	100 vouchers to be placed.	AHA	RFP closed.
Social Services	All AHA & ICD sites.	AHA	RFP issued, closes on November 15th.
Website Services	For the main AHA website.	AHA	Vendor selected, contract awarded.

FISCAL IMPACT

Reference each individual procurement event.

CEQA

N/A

RECOMMENDATION

Accept the Monthly Overview Report on Procurement.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Mills". The signature is written in a cursive style with a large initial "D" and "M".

Daniel Mills, Management Analyst



**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: Louie So, Director of Finance

Date: November 17, 2021

Re: Accept the Fiscal Year to Date Financial Report through the Month of September 2021.

BACKGROUND

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results compared to the FY 2021-22 budget for the month ending September 2021 (activity for a 3-month period from July through September 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 24, 2021, the Board of Commissioners approved a one-year operating budget for the period covering fiscal year July 1, 2021 through June 30, 2022. The financial reports include the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC) (Anne B. Diament, China Clipper Plaza, Stanford House, Lincoln-Willow Apartments and Independence Plaza, Esperanza, Eagle Village and Parrot Village). 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 the financial performance of the authority on a quarterly basis. This will be implemented later this calendar 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. Please note that "Total Revenue" represented below only showcases a timing difference; it is anticipated that the variance will be minimal once the funds for Independence Plaza are received from the City of Alameda.



Financial Snapshot	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	14,253,182	14,125,886	127,296	-13.09
LESS: OPERATING EXPENSES	11,912,362	13,297,499	1,385,137	10
NOI	2,340,821	828,387	1,512,433	182.58

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 54% showcases that AHA is lowly leveraged. Additionally, some of the AHA debt are internal debt (i.e. seller note from the AHA to AAHC transfer).

Performance Indicator	Cash	HAP	Months Covered
Cash and Investments/Total HAP	36,977,275	2,795,929	13.23
Cash and Investments/Operating Expense	36,977,275	4,085,162	9.05
Cash and Investments/HAP and Operating Expense	36,977,275	6,881,091	5.37
Percentage Debt to Assets	138,969,762	258,973,446	54%

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 reviewed,

consolidated and presented in the exhibits attached to this memorandum. Furthermore, Esperanza, Eagle Village and Parrot Village transferred ownership from AHA to AAHC in July 2021. AHA staff is working with JSCO to ensure that the bookkeeping is completed in the proper legal and property financial statements. Legacy AHA financial statements and bank accounts were expected to be closed by October 2021, but due to additional reconciliations required, are now expected to be complete in November 2021.

Operations Budget – Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$3,160,098 is predominantly made up of Housing Assistance Payments (HAP) received for AHA units and tenant rents received. This is lower than budget by \$250,012 (10.70%) due mostly to pending billing of tax increment payment from the City of Alameda. Adjusting out this specific accrued revenue item, total revenue is slightly higher than budget by \$20,571 (0.6%).

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. The full accounting should take place in November 2021. The tenant portion of rents received is higher than budget by \$72,337.91 (7.68%), with vacancies lower than budget by 32,301.29 (33.48%), offset by a lower HAP subsidy received of \$155,711 (6.81%). Staff will continue to monitor tenant and HAP income closely, and a reconciliation of rents are completed internally for AHA managed properties. Please see Monthly Overview Report for Property Operations for more information.

Total Other Income and Restricted Income is lower than budget by \$229,751 (45.44%). This is mostly attributable to account 711092 Professional Service Revenue as Rent Program and Housing Development reimbursements from the City of Alameda are billed in arrears. Additionally, \$100,000 in budgeted fee from the AHA/ICD services agreement will be billed by the end of 2021 (November 2021). Interest earned from CAMP and LAIF are projected to be lower than the prior year due to the low interest rate environment, and LAIF investments are earned on a quarterly basis in arrears and will be presented in the October 2021 report. Budgeted amounts for the current fiscal year has reflected a low rate of return on these investments. Other Government Grants, most notably Alameda Unified School District Recognized Obligation Payments was billed for FY 2022 of \$1,930,400.

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. HUD Administrative Fees are \$12,125.16 or 2.56% lower than budget.

Expenses

Total operating expenses, including HAP, are substantially lower than the year-to-date by \$1,385,137 (10.42%), and total operating expenses, not including HAP, is \$670,428 lower than budget (15.89%). This is mainly due to lower salary and benefit expenses, which are under budget due to vacant positions (resignations and retirement). Please

see Monthly Overview Report for Operations, H.R. and I.T. for an overview of active recruitment. Staff expects these operating expenses to increase as AHA becomes more staffed, with several positions in active recruitment. 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

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 \$633,296 (7.66% below budget). It is expected that as AHA completes lease up from the wait list and increases utilization, additional funding from HUD to pass-through for HAP payments will occur in the next several months. Furthermore, additional funds for the Emergency Housing Vouchers were received from HUD in the months of June and July 2021 which are currently recorded as unearned revenue (not presented in the Budget Comparison) in the amount of \$238,007. Staff continues to make progress on \$98,721 (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 2022 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. 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 as these funds are pass through from HUD, to the County of Alameda, to AHA.

Statement of Net Position

The Housing Authority has adequate cash resources for operations. As of September 30, 2021, AHA, AAHC and its affiliates have \$16.3 Million in cash, and \$20.6 Million held in LAIF and CAMP investments. Please see below to showcase a breakdown of AHA's cash position and restricted and unrestricted cash breakout.

I) Cash and Cash Equivalents Position	
Cash	16,316,180
LAIF (Local Area Investment Fund)	11,654,555
CAMP (California Asset Management Program)	9,006,540
Total Cash and Cash Equivalents	36,977,275

II) Restricted and Unrestricted Cash and Equivalents Breakout	
Restricted Property Funds (Security Deposit, Replacement Reserve, etc.)	1,513,820
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	1,694,965
Unrestricted Cash	33,768,490
Total Cash and Cash Equivalents	36,977,275

There were no fiscal year board deemed restricted funds disbursed through the month of September 2021.

OTHER ISSUES IMPACTING FINANCE DEPARTMENT

COVID-19 Mission Critical Tasks:

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 is 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) are transmitted, so 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.

Audit and Tax

AHA

The FY 2020 audited financial statements were presented to the Board of Commissioners in the May 2021 meeting and accepted. AHA staff and Citrin

Cooperman (AHA's auditors) submitted the audited FY 2020 FDS to REAC in July 2021. This reporting was accepted by HUD in late September 2021.

AHA staff submitted the unaudited FDS submission to REAC prior to the extension deadline of October 30, 2021. HUD granted AHA's staff request for an extension of time to file due to new and pending regulations. AHA staff posted a Request for Proposal for Audit and Tax Services in September 2021. Selection of the public accounting firms took place in the October 2021 Board of Commissioner's meeting. Final contract review with the firm Novogradac & Company LLP will be completed in November, with the start of the audit starting soon after.

AAHC

Although AHA is exempt from filing a federal tax return, AAHC is required to file a tax return. For the fiscal year ending June 30, 2021, AAHC's tax return extension deadline is November 15, 2021. The final filing deadline is May 15, 2022 for the fiscal year ending June 30, 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 of the LIHTC project partnerships were presented to the Island City Development Board of Directors in April 2021. The tax returns are 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 were filed by the extended deadline of September 15, 2021. Island City Development's audited financial statements and tax return planning has begun. The Island City Development draft audit is currently being reviewed by staff. The extended filing deadline of the tax return for the 2020 calendar year is November 15, 2021. These reports will be presented to the Island City Development Board of Directors, and will be presented in AHA's final audit report as a discretely presented component unit.

AHA staff will prepare a Request for Proposal for Audit and Tax Services for Island City Development and its affiliates by November 2021 and interview firms. This will be presented to the Island City Development Board of Directors in the December 2021 meeting.

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 engaged the actuaries (Nicolay) for the annual GASB reports for both the CalPERS

Pension and OPEB Trust. AHA staff has not received an updated schedule from CalPERS and Nicolay to present the status of the accrued unfunded liability. It is anticipated that due to the asset performance from CalPERS that there will be a positive impact on AHA's accrued unfunded liability. In late July 2021, CalPERS reported a strong unaudited return of 21.3% of their total assets of the fiscal year, thus reducing the discount rate from 7% to 6.8%. Furthermore, the OPEB Trust reports an (unaudited) valuation of approximately \$1.5 Million in October 2021, compared to an audited valuation of \$1,237,785.18 as of June 30, 2020. Once the OPEB Trust audit is completed by CalPERS and their auditors, this information will be consolidated with the AHA audited financial statements.

Budget

A detailed budget for the fiscal year July 1, 2021 through June 30, 2022 was brought to the Board of Commissioners in the June 24, 2021 meeting. The next budget cycle will occur prior to June 2022.

Banking Activities

No additional bank accounts were closed or opened from the prior month reporting. It is expected that certain bank accounts held by JSCO for AHA and ICD properties will be closed in the upcoming months to streamline reporting as properties have transferred from AHA to AAHC.

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 calendar year.

FISCAL IMPACT

None. This is for reporting purposes only.

CEQA

N/A

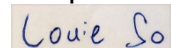
RECOMMENDATION

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

ATTACHMENTS

1. Budget Comparison (with PTD) - September 2021
2. Chart - September 2021
3. Balance Sheet - September 2021

Respectfully submitted,



Louie So, Director of Finance

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
6999990 INCOME				
7000000 REVENUE				
7020000 TENANT REVENUE				
7030000 Tenant Rental Revenue	1,014,718.59	942,340.68	72,377.91	7.68
7030030 Maintenance Charges	6,189.28	0.00	6,189.28	N/A
7030040 Late Charges	25.00	0.00	25.00	N/A
7030050 Miscellaneous Other Charges (Accrual for Repayment Agreement)	30,945.00	0.00	30,945.00	N/A
7030060 Tax Increment Payments from the City of Alameda (Independence Plaza submission to occur in Fall 2021) - Accrual Basis and Timing Only.	0.00	366,332.01	-366,332.01	-100.00
7030100 Tenant HAP Subsidy (AHA to AHA/AAHC Owned Properties)	2,129,656.00	2,285,367.03	-155,711.03	-6.81
7030110 Vacancy Loss	-64,181.14	-96,482.43	32,301.29	-33.48
7030300 Commercial Rents	42,745.00	8,301.00	34,444.00	414.94
7050000 TOTAL TENANT REVENUE	<u>3,160,097.73</u>	<u>3,505,858.29</u>	-345,760.56	-9.86
7060000 FEDERAL GRANTS				
7060060 Shelter Plus Care Revenue (Pending Receipt from Alameda County - Staff have escalated)	44,105.00	118,150.74	-74,045.74	-62.67
7069000 TOTAL FEDERAL GRANTS	<u>44,105.00</u>	<u>118,150.74</u>	-74,045.74	-62.67
7079000 OTHER GRANTS				
7080000 Other Government Grants (AUSD ROPS Income Billed and Pending Receipt)	1,930,400.00	507,999.99	1,422,400.01	280.00
7089000 TOTAL OTHER GRANTS	<u>1,930,400.00</u>	<u>507,999.99</u>	1,422,400.01	280.00
7100000 OTHER INCOME				
7110010 Investment Income - Unrestricted (LAIF to be received October for the prior quarter)	0.00	5,746.89	-5,746.89	-100.00
7110011 Interest Income (Jack Capon distribution in FY 2022)	42,815.83	14,250.00	28,565.83	200.46
7110070 Other - Income (Comcast Refund)	1,960.71	0.00	1,960.71	N/A
7110075 Laundry Commission	5,638.64	4,588.02	1,050.62	22.90
7110082 Land Fee/Ground Lease	1,340.97	40,012.50	-38,671.53	-96.65
7110092 Professional Service Revenue (City of Alameda Reimbursements - Billed in Arrears)	222,827.27	438,742.50	-215,915.23	-49.21
7150030 Miscellaneous Other Revenue	638.85	0.00	638.85	N/A
7150070 Administrative Fee	680.83	2,313.57	-1,632.74	-70.57

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
7159000 TOTAL OTHER INCOME	275,903.10	505,653.48	-229,750.38	-45.44
8000000 HUD GRANT				
8010000 HUD Operating Grants (Not including \$238,007 in Emergency Housing Vouchers Funds received in Summer 2021 - This is deemed unearned and an offset to expense will be presented once EHV Vouchers are issued; Additionally, pending receipt of SRO Bessie Coleman Grant due to delay at HUD)	8,381,357.97	9,014,653.98	-633,296.01	-7.03
8020000 Administrative Fees from HUD	461,445.00	473,569.74	-12,124.74	-2.56
8020110 PORT-In Administrative Fees	4,334.64	0.00	4,334.64	N/A
8030000 Administrative Fees Paid (PORT-Outs)	4,461.11	0.00	-4,461.11	N/A
8100120 TOTAL HUD GRANT	8,842,676.50	9,488,223.72	-645,547.22	-6.80
8999000 TOTAL REVENUE	14,253,182.33	14,125,886.22	127,296.11	0.90
9000000 EXPENSES				
9000900 OPERATING EXPENSES				
9100000 ADMINISTRATIVE				
9110010 Administrative Salaries	1,150,328.43	1,422,288.18	271,959.75	19.12
9110020 Temporary Help - Administrative	19,329.91	87,338.31	68,008.40	77.87
9120000 Auditing Fees (Audit will begin November 2021)	0.00	13,163.01	13,163.01	100.00
9130000 Outside Management Fees	76,962.08	72,649.59	-4,312.49	-5.94
9150010 Admin Employee Benefits - Medical/Dental	203,809.32	367,525.47	163,716.15	44.55
9150020 Admin Employee Benefits - PERS/PARS	99,335.89	137,313.75	37,977.86	27.66
9150030 Admin Employee Benefits - FICA	16,447.33	21,371.94	4,924.61	23.04
9150040 Admin Employee Benefits - SUI	631.37	3,864.00	3,232.63	83.66
9150060 Admin Employee Benefits - Life/LTD	7,739.07	9,212.31	1,473.24	15.99
9150090 Admin Employee Benefit - WC	26,949.11	27,906.00	956.89	3.43
9160010 Office Supplies/Equipment	19,163.03	65,031.69	45,868.66	70.53
9160030 Dues & Subscriptions Publications	813.00	0.00	-813.00	N/A
9160040 Postage	1,878.31	2,300.82	422.51	18.36
9160050 Telephone	13,555.39	14,801.70	1,246.31	8.42
9160060 Bank Charges and Check Supplies	10,631.06	9,743.64	-887.42	-9.11
9160080 Stationery Envelopes and Business Cards	93.28	0.00	-93.28	N/A
9160090 Forms and Copies/Printing	6,059.36	1,135.65	-4,923.71	-433.56
9160100 Classified Ads and Public Notices/outreach material	17,125.43	32,849.70	15,724.27	47.87

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9160110 Legal Expense (Due mostly to Esperanza, Eagle Village and Parrot Village Refinance and transfer between legal entities)	341,179.72	141,056.13	-200,123.59	-141.88
9160111 Payroll charge	3,501.38	3,897.96	396.58	10.17
9160113 Office Rent	40,043.43	46,227.33	6,183.90	13.38
9160114 Administrative Support	4,507.86	0.00	-4,507.86	N/A
9160115 Organization Cost	20.00	0.00	-20.00	N/A
9160120 Training/Conferences and Travel	3,787.06	33,162.39	29,375.33	88.58
9160130 Membership Dues and Fees	988.78	2,499.99	1,511.21	60.45
9160131 Taxes & Government Fees	1,471.05	7,897.77	6,426.72	81.37
9160160 Contracts - Accounting Services	6,390.00	23,880.00	17,490.00	73.24
9160170 Contracts - Administrative Services/Consultant	41,589.27	38,143.89	-3,445.38	-9.03
9160180 Contracts - Application Service Provider - Yardi	40,657.62	42,841.11	2,183.49	5.10
9160190 Contracts - Computer/Telephone Maintenance/Email	51,777.26	56,278.65	4,501.39	8.00
9160230 Contracts - Housing Inspection Services	26,722.13	25,081.26	-1,640.87	-6.54
9160260 Contracts - Office Machine Lease	3,698.01	9,401.76	5,703.75	60.67
9160270 Contracts - Web Hosting/Maintenance/Web Ads	4,440.52	9,561.75	5,121.23	53.56
9160290 Contracts - HR Recruitment	14,436.17	6,515.25	7,920.92	121.58
9160510 Association Dues	11,488.20	11,337.99	-150.21	-1.32
9169000 TOTAL ADMINISTRATIVE	2,267,549.83	2,746,278.99	478,729.16	17.43
9200000 TENANT/SOCIAL SERVICES/POLICE				
9210030 Police Services (Paid after issuance of Police Report in Arrears)	35,000.00	52,500.00	17,500.00	33.33
9210100 Tenant/Social Sevices - Salaries	92,968.06	100,654.08	-7,686.02	-7.64
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE	127,968.06	153,154.08	25,186.02	16.44
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010 Tenant Svcs Employee Benefits - Medical/Dental	5,376.63	29,805.96	24,429.33	81.96
9230020 Tenant Svcs Employee Benefits - PERS/PARS	2,268.05	3,270.63	1,002.58	30.65
9230030 Tenant Svcs Employee Benefits - FICA	390.74	14,020.80	13,630.06	97.21
9230040 Tenant Svcs Employee Benefits - SUI	16.43	241.50	225.07	93.20
9230050 Tenant Svcs Employee Benefits - Life/LTD	179.46	0.00	-179.46	N/A
9230071 Property Insurance	1,017.00	0.00	-1,017.00	N/A
9230080 Tenant Svcs Employee Benefits - Other	459.47	2,594.16	2,134.69	82.29
9230090 Tenant Svcs Employee Benefit - WC	10,335.52	10,338.00	2.48	0.02
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	19,026.30	60,271.05	41,244.75	68.43
9240005 TENANT SERVICES				

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9240020 Tenant Service Activities - Contracts and O/S Services	21,678.99	58,586.25	36,907.26	63.00
9249000 TOTAL TENANT SERVICES	21,678.99	58,586.25	36,907.26	63.00
9300000 UTILITIES				
9310000 Water (Higher than budget across properties)	99,370.67	73,409.49	-25,961.18	-35.36
9320000 Electricity	19,118.25	29,271.99	10,153.74	34.69
9330000 Gas (Payment for Gas of \$12k in October 2021)	828.75	11,710.08	10,881.33	92.92
9380010 Sewer	32,263.98	34,376.04	2,112.06	6.14
9380020 Garbage (Substantial Illegal Dumping Costs - Esperanza)	118,746.43	110,709.30	-8,037.13	-7.26
9399000 TOTAL UTILITIES	270,328.08	259,476.90	-10,851.18	-4.18
9399990 MAINTENANCE				
9400000 MAINTENANCE SALARIES				
9410010 Maintenance - Salaries	160,459.19	170,946.15	10,486.96	6.13
9419000 TOTAL MAINTENANCE SALARIES	160,459.19	170,946.15	10,486.96	6.13
9420005 MAINTENANCE MATERIALS				
9420010 Maintenance Materials	37,488.74	19,678.68	-17,810.06	-90.50
9420020 Vehicle - gasoline	0.00	606.87	606.87	100.00
9420030 Janitorials Supplies	260.55	212.52	-48.03	-22.60
9429000 TOTAL MAINTENANCE MATERIALS	37,749.29	20,498.07	-17,251.22	-84.16
9429005 MAINTENANCE CONTRACTS				
9429015 Maintenance Contracts - Unit Turnaround	5,372.62	13,951.50	8,578.88	61.49
9429030 Maintenance Contracts - Tree Trimming	1,025.00	4,331.25	3,306.25	76.33
9429040 Maintenance Contracts - Cycle Painting	2,960.48	0.00	-2,960.48	N/A
9429060 Maintenance Contracts - Floor Covering	7,772.12	2,537.28	-5,234.84	-206.32
9429100 Maintenance Contracts - Services	23,663.26	25,191.24	1,527.98	6.07
9430010 Maintenance Contracts - Painting	1,975.00	10,009.32	8,034.32	80.27
9430020 Maintenance Contracts - Plumbing	30,838.01	10,968.18	-19,869.83	-181.16
9430030 Maintenance Contracts - Landscape, Pool, Pond Maintenance	22,425.65	19,475.88	-2,949.77	-15.15
9430040 Maintenance Contracts - HVAC Maintenance	13,452.37	4,248.03	-9,204.34	-216.67
9430060 Maintenance Contracts - Elevator Maintenance	6,897.31	9,390.87	2,493.56	26.55
9430070 Maintenance Contracts - Extermination	7,708.00	13,164.30	5,456.30	41.45
9430080 Maintenance Contracts - Electrical Maintenance	1,820.79	4,349.22	2,528.43	58.14
9430090 Maintenance Contracts - Security and Nurse Call Systems	13,462.21	45,912.60	32,450.39	70.68
9430110 Maintenance Contracts - Gutter Cleaning Services	16,030.17	1,159.65	-14,870.52	-1,282.33
9430120 Maintenance Contracts - Flooring Replmt/Cleaning Srvc	2,501.95	0.00	-2,501.95	N/A

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9430130 Maintenance Contracts - Other (Mostly due to Esperanza, Eagle Village and Parrot Village)	51,885.92	4,423.35	-47,462.57	-1,073.00
9430140 Maintenance Contracts - Vehicle Maintenance	0.00	688.05	688.05	100.00
9430150 Maintenance Contracts - Janitorial	37,445.40	31,310.58	-6,134.82	-19.59
9439000 TOTAL MAINTENANCE CONTRACTS	247,236.26	201,111.30	-46,124.96	-22.94
9450005 MAINTENANCE EMPLOYEE BENEFITS				
9450010 Maint Employee Benefits - Medical/Dental	41,603.74	40,289.43	-1,314.31	-3.26
9450020 Maint Employee Benefits - PERS/PARS	12,231.37	13,473.21	1,241.84	9.22
9450030 Maint Employee Benefits - FICA	9,949.51	1,763.04	-8,186.47	-464.34
9450040 Maint Employee Benefits - SUI	64.33	402.51	338.18	84.02
9450050 Maint Employee Benefits - Life/LTD	989.10	992.25	3.15	0.32
9450070 Maint Employee Benefits - Uniforms/Shoes	379.85	480.99	101.14	21.03
9450091 Maint Employee Benefit - WC	3,666.82	15,656.25	11,989.43	76.58
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	68,884.72	73,057.68	4,172.96	5.71
9499000 TOTAL MAINTENANCE	514,329.46	465,613.20	-48,716.26	-10.46
9500000 GENERAL EXPENSES				
9500100 Interest Expense (Includes Prepaid Interest for Esperanza at 7/1 Close; October reporting will showcase limited variance)	319,002.76	286,217.95	-32,784.81	-11.45
9500160 Mortgage Financial Service Charge (Refund from Eagle Village & Parrot Village Transfer)	-3,700.70	0.00	3,700.70	N/A
9520000 Protective Services - Contract Costs	0.00	1,206.51	1,206.51	100.00
9610010 Insurance - Workers Compensation	4,971.07	0.00	-4,971.07	N/A
9610020 Insurance - Liability	4,381.35	4,062.99	-318.36	-7.84
9610030 Insurance - Property	77,981.35	83,902.92	5,921.57	7.06
9610040 Insurance - Vehicle	959.10	2,493.33	1,534.23	61.53
9610060 Insurance - Other	12,928.09	8,170.08	-4,758.01	-58.24
9620010 Other General Expenses	2,500.00	0.00	-2,500.00	N/A
9660000 Cost of Bond Issuance	2,000.00	0.00	-2,000.00	N/A
9698000 TOTAL GENERAL EXPENSES	370,335.03	386,053.78	15,718.75	4.07
9699000 TOTAL OPERATING EXPENSES	3,591,215.75	4,129,434.25	538,218.50	13.03
9700000 MOD REHAB AND SPC EXPENSES				
9700570 Rent to Owners - Bessie Coleman	49,243.00	63,480.99	14,237.99	22.43
9700800 PORT-In (A/R Billings) (Negative Represents Income from Other Housing Authority)	-98,721.00	0.00	98,721.00	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	-49,478.00	63,480.99	112,958.99	177.94
9710000 EXTRAORDINARY EXPENSES				
9710090 Pre-development Cost	5,750.00	25,000.03	19,250.03	77.00
9713001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				

Budget Comparison (with PTD)

Period = Jul 2021-Sep 2021

Book = Accrual

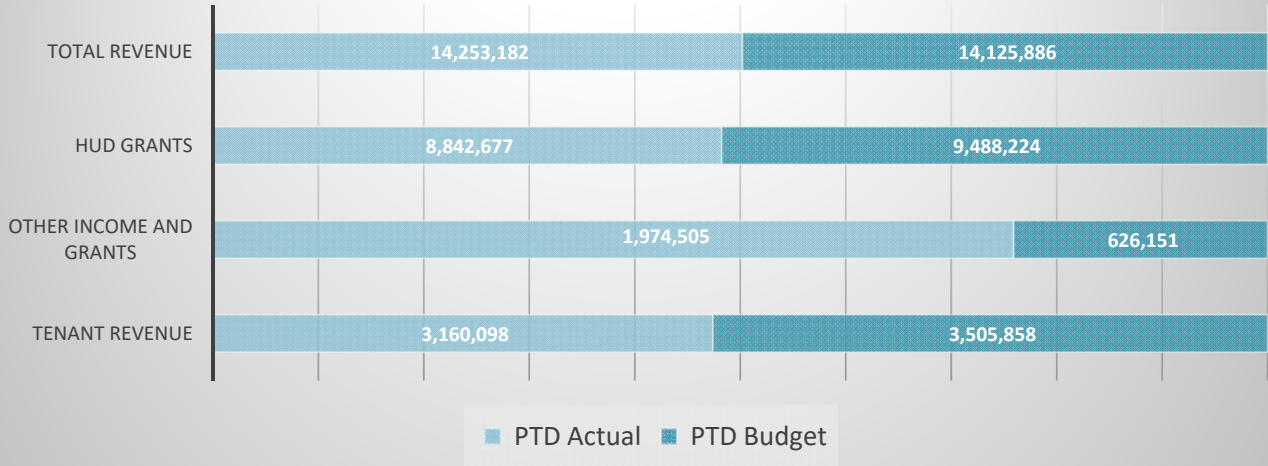
	PTD Actual	PTD Budget	Variance	% Var
9719000 TOTAL EXTRAORDINARY EXPENSES	5,750.00	25,000.03	19,250.03	77.00
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	8,332,591.00	9,050,573.73	717,982.73	7.93
9730020 Housing Assistance Payments - FSS	21,558.00	18,900.00	-2,658.00	-14.06
9730070 Utility Allowance to Tenants	10,725.00	10,110.00	-615.00	-6.08
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	8,364,874.00	9,079,583.73	714,709.73	7.87
OPERATING EXPENSES	11,912,361.75	13,297,499.00	-1,385,137.25	-10.42
NET OPERATING INCOME BEFORE DEPRECIATION	2,340,820.58	828,387.22	1,512,433.36	182.58
9739500 OTHER EXPENSES				
9740000 Depreciation Expense	426,114.96	426,114.96	0.00	0.00
9765000 Donations	2,500.00	0.00	-2,500.00	N/A
9859999 TOTAL OTHER EXPENSES	428,614.96	426,114.96	2,500.00	0.59
9990000 OTHER FINANCING				
9996000 TOTAL EXPENSES	12,340,976.71	13,723,613.96	1,382,637.25	10.07
9998000 NET INCOME	1,912,205.62	402,272.26	1,509,933.36	375.35

Budget Comparison (with PTD)

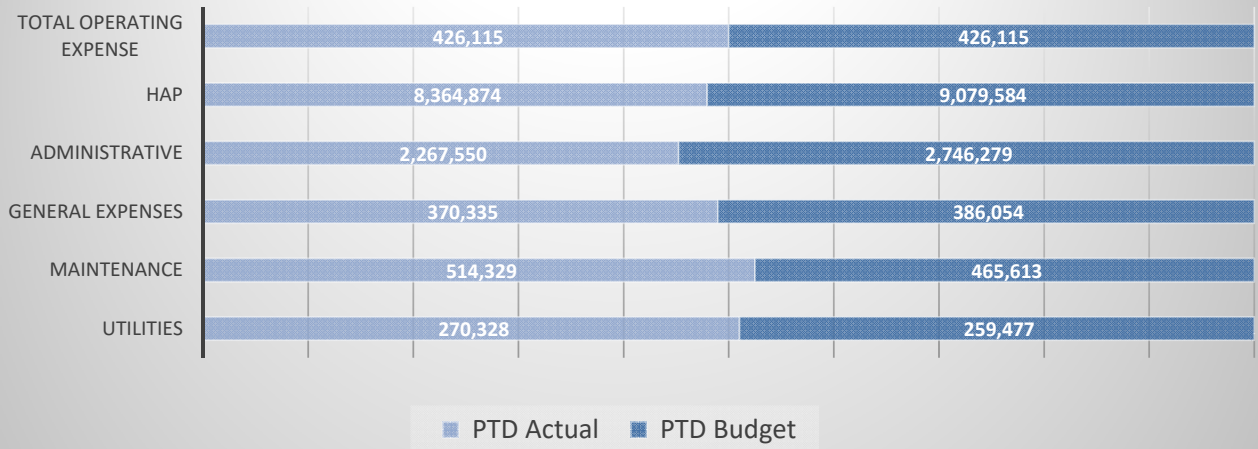
Sep-21

Book = Accrual

AHA REVENUE - ACTUAL VERSUS BUDGET (PTD)



AHA EXPENSES - ACTUAL VERSUS BUDGET (PTD)



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

Balance Sheet

Sep-21

Book = Accrual

	Balance
	Current Period
1000000 ASSETS	
1100000 CURRENT ASSETS	
1101000 CASH	
1110010 Cash - Unrestricted	12,200,425.50
1110018 Cash - Operating Checking with 3rd Party	2,250,024.39
1110019 Petty Cash with 3rd Party	500.00
1110020 Cash - Petty cash	500.00
1110021 Cash - Benefit Account	82,236.55
1110030 Cash - FSS	168,923.75
1110040 Cash - Replacement Reserve Bldg	406,000.00
1130010 Cash - Restricted Other	99,750.00
1130030 Cash - Restricted Sec Dep	203,458.22
1140050 Cash - Tenant Security Deposits with 3rd Party	260,303.67
1199000 TOTAL CASH	<u>15,672,122.08</u>
1200000 ACCOUNTS RECEIVABLE	
1240010 Accounts Receivable - Government	2,378,803.93
1240050 HAP Rent Receivable	15,614.98
1240070 Accounts Receivable- HUD	4,363.15
1250010 Accounts Receivable - Other	336,972.18
1250050 Accounts Receivable - 3rd Party Management	302,719.97
1255000 Subsidy Suspense Receivable	-10,145.19
1260000 Accounts Receivable - Tenant	266,052.83
1260050 Accounts Receivable - Tenant Rent with 3rd Party	336,163.37
1261000 Allowance for Doubtful Accounts -Dwelling Rent	-122,417.92
1280000 Fraud Recovery	29,217.84
1281000 Allowance for Doubtful Accounts - Fraud	-28,837.04
1290000 Accrued Interest Receivable	-0.18
1299000 TOTAL ACCOUNTS RECEIVABLE	<u>3,508,507.92</u>
1300000 INVESTMENTS AND OTHER CURRENT NOTES	
1310000 Investments(LAIF)- Unrestricted	10,462,709.84
1320010 Investments - Other	202.00
1320020 Investments(LAIF) (Restricted) - FSS Escrow	89.22
1320030 Investments(LAIF)- Building Reserve	1,066,470.47
1320040 Investments(LAIF) - Equipment Reserve	123,675.84
1350000 Investments - Restricted	0.15
1350010 Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,407.24
1350031 Investments - CAMP	9,006,539.63
1350100 Mortgage Receivable	114,708,521.49
1350103 Mortgage Receivable-Jack Capon L. P.	83,534.78
1350105 Loan Receivable-Security Deposit Loan	92,569.00
1350106 Loan Receivable - ICD	18,573,482.00

Balance Sheet

Sep-21

Book = Accrual

	Balance
	Current Period
1350107 Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000.00
1350109 Loan Receivable - Section 8	1,790,000.00
1360000 TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	<u>157,909,201.66</u>
1400000 PREPAID EXPENSES	
1420010 Prepaid Insurance - Property	0.00
1420020 Prepaid Insurance - Liability	177,417.06
1420040 Prepaid Insurance - Worker Comp	73,179.24
1420050 Prepaid - Other	17,106.71
1420051 Prepaid Rent	20,213.17
1420070 Escrow Deposits - Property	0.00
1420075 Escrow Dep. PNC Hedge Res.	0.00
1420095 Prepaid Expense - Management Company	34,517.76
1430010 Replacement Reserve-NorthMarq Loan	644,058.06
1430020 Reserve for Replacement NorthMarq	0.00
1440099 TOTAL PREPAID EXPENSES	<u>966,492.00</u>
1440105 INTERPROGRAM	
1440110 Interprogram (Due From)	2,809,785.16
1440899 TOTAL INTERPROGRAM	<u>2,809,785.16</u>
1500000 TOTAL CURRENT ASSETS	<u>180,866,108.82</u>
1590000 LONG TERM ASSETS	
1600000 FIXED ASSETS	
1609999 LAND AND BUILDINGS	
1610000 Land	58,219,778.63
1620030 Buildings	30,922,109.33
1620031 Buildings Improvements	1,453,515.59
1629000 TOTAL LAND AND BUILDINGS	<u>90,595,403.55</u>
1630040 Furniture and Equipment - Dwelling	347,786.73
1630041 Furniture and Equipment - Other	109,440.80
1650000 Leasehold Improvements	14,787,191.01
1660030 Accumulated Deprecation	-31,007,343.41
1660060 Accumulated Depreciation - 3rd Party	-1,316.68
1699000 TOTAL FIXED ASSETS	<u>74,831,162.00</u>
1700000 ALL OTHER ASSETS	
1740000 Other Asset	177,510.02
1770000 TOTAL ALL OTHER ASSETS	<u>177,510.02</u>
1800000 DEFERRED OUTFLOW	
1800200 Deferred Outflow of Resources	2,381,066.01
1890000 TOTAL DEFERRED OUTFLOW	<u>2,381,066.01</u>
1900000 CONSTRUCTION IN PROGRESS	
1900100 CIP - On Site Improvement	394,544.24
1900200 CIP - Admin Expenses(including postage & advertising)	1,092.02

Balance Sheet

Sep-21

Book = Accrual

	Balance
	Current Period
1900210 CIP - Architectural & Engineering Fees	63,227.50
1900216 CIP - Survey Fees	29,784.60
1900230 CIP - Professional Services (Other)	17,208.00
1900280 CIP - Insurance Costs During Construction	14,722.24
1900290 CIP - Organization - Legal	6,009.50
1900335 CIP - Permanent Loan - Fees	186,000.00
1900410 CIP - Environmental Testing & Reports	3,950.00
1900420 CIP - Permit & Fees (plan'g,build'g,public work,school dist)	1,061.33
1919999 TOTAL CONSTRUCTION IN PROGRESS	717,599.43
1929999 TOTAL LONG TERM ASSETS	78,107,337.46
1999999 TOTAL ASSETS	258,973,446.28
3000000 LIABILITIES AND EQUITY	
3005000 LIABILITIES	
3100000 CURRENT LIABILITIES	
3100500 ACCOUNTS PAYABLE	
3120010 Accounts Payable<= 90 Days	-68,607.12
3120011 Accounts Payable -CALPERS (employee portion)	15,096.48
3120012 Accounts Payable-Health Insurance (employee portion)	635.44
3120013 Accounts Payable-457b Plan (employee portion)	6,388.18
3120014 Accounts Payable-Garnishment (employee portion)	216.50
3120015 Accounts Payable-Vision Insurance (employee portion)	945.90
3120016 Accounts Payable-Life Insurance (employee portion)	591.99
3120018 Accounts Payable-PARS retirement (employee portion)	140.22
3120019 Accounts Payable-Flexible Spending Account(employee portion)	4,232.94
3120021 Employees Cobra	910.75
3120022 Accounts Payable-PERS 1959 Surv(Employee Portion)	85.56
3120023 Accounts Payable-FSA Transit Plan	642.85
3120024 Accounts Payable FSS	158,295.07
3120026 Accounts Payable FSS Interest	-28.30
3120027 Accounts Payable-Roth IRA	290.00
3120029 Accounts Payable - 3rd Party Management Company	108,091.47
3120030 Accrued Wage/Payroll Taxes Payable	0.00
3120040 Accrued Compensated Absences - Current Portion	154,443.92
3120045 Accrued Vacation Payable - 3rd Party Management	10,248.46
3120070 Accrued Payables	281,602.27
3120075 Accrued Accounts Payable - 3rd Party Management	328,293.86
3330020 Account Payable - HUD	1,841.60
3330100 Tenants- Rents Payable	9,900.00
3339000 TOTAL ACCOUNT PAYABLE	1,014,258.04
3400000 SECURITY DEPOSITS HELD	
3410010 Tenant Security Deposits	175,070.12

Balance Sheet

Sep-21

Book = Accrual

	Balance
	Current Period
3410015 Tenant Security Deposits - held with 3rd Party Management	259,164.32
3410020 Tenant Security Deposits - Pets	450.00
3410030 Tenant Security Deposits - Gate Opener	25.00
3410040 Tenant Security Deposits - Satellite Dish/Antenna	500.00
3410050 Tenant Security Deposits - Interest	0.12
3410999 Security Deposit Refund	-802.50
3419000 TOTAL SECURITY DEPOSITS HELD	<u>434,407.06</u>
3419900 OTHER LIABILITIES	
3420000 Prepay Tenant Rent	55,614.51
3421000 Prepay Tenant Rent - 3rd Party Management	263,713.25
3425000 Unearned Revenue	445,689.00
3426000 Prepaid Ground Lease Rent	16,175,870.97
3430000 Current Portion of Long Term Debt - Capital Projects	<u>709,437.51</u>
3449000 TOTAL OTHER LIABILITIES	<u>17,650,325.24</u>
3470000 INTERPROGRAM	
3470050 Interprogram (Due to)	2,764,790.52
3471000 Due To/Due From Suspense Account	-147.99
3480000 TOTAL INTERPROGRAM	<u>2,764,642.53</u>
3499000 TOTAL CURRENT LIABILITIES	<u>21,863,632.87</u>
3500000 NON-CURRENT LIABILITIES	
3510100 Mortgage Loan Payable	25,350,614.65
3510130 Interest Payable - City of Alameda Loan	1,147,870.67
3510140 Home Fund Loan #1	216,363.20
3510143 \$3.6M Housing Authority Loan Payable	85,121,061.37
3510150 Housing Community Dev. Loan	916,399.98
3510157 Loan Payable - Esperanza	1,790,000.00
3510160 Home Fund Loan #2	282,700.00
3540000 Accrued Compensated Absences - Noncurrent	116,779.93
3570000 OPEB Liability	-128,123.28
3580000 Pension Liability	<u>2,292,462.40</u>
3599000 TOTAL NON-CURRENT LIABILITIES	<u>117,106,128.92</u>
3999000 TOTAL LIABILITIES	<u>138,969,761.79</u>
4000000 Equity/Net Assets	
4000001 EQUITY	
4000100 DEFERRED INFLOW	
4001000 Deferred Inflow of Resources	<u>1,601,572.00</u>
4900000 TOTAL DEFERRED INFLOW	<u>1,601,572.00</u>
4999999 CONTRIBUTED CAPITAL	
5010000 Net Investment in Capital Assets	24,337,631.97
5090000 Unrestricted	91,797,183.64
5120000 Unrestricted	2,265,986.24

Balance Sheet

Sep-21

Book = Accrual

	Balance
	Current Period
5120010 Net Restricted Assets	1,310.64
5950000 TOTAL CONTRIBUTED CAPITAL	118,402,112.49
5999900 TOTAL EQUITY	120,003,684.49
6000000 TOTAL LIABILITIES AND EQUITY	258,973,446.28



**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: Shekhar Dubbani, Management Analyst

Date: November 17, 2021

Re: Accept the Monthly Overview Report for Emergency Housing Voucher (EHV).

BACKGROUND

On March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (P.L. 117-2, hereafter referred to in this memo as “the ARPA”) 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 Emergency Housing Vouchers (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 the COVID-19 pandemic 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 EHVs to public housing authorities and issued guidance on the administration of these EHVs.

On May 10, 2021, HUD notified the AHA of its allocation of 57 EHVs and Vanessa Cooper, Executive Director, indicated to HUD an acceptance of the 57 EHVs on May 13, 2021. This acceptance resulted in the issuance of the budget authority and administrative fees to support 57 EHVs on July 1, 2021.

DISCUSSION

Updates

- EHV processes are already being quality checked to minimize errors.
- AHA has been awarded with 57 vouchers in total. The staff has issued a total of 42 vouchers.
- AHA has not received any referred applications under the allocation set-aside for Domestic Violence (DV) which is six vouchers.
- AHA has received two referrals out of five vouchers set-aside for the Transition Aged Youth



(TAY) category.

Category	Total	Notes
Vouchers Issued after Briefing	42	Includes 3 from Alameda Trailer Sites
Completed Applications Pending with the County	0	
Voucher Issuance Pending (Briefing Not Completed)	2	
DV/TAY (Total Allocated = 11)	0	2 referrals for TAY received and in process
Total	44	

Below is a summary of the voucher issuance of the EHV:

Vouchers Awarded to AHA	57
Vouchers Issued	42
Vouchers Pending	15

Below is a summary of the applicants who have found a unit after voucher issuance:

Request For Tenancy Approval Received (leasing in progress)	5
Lease-Up Completed	3

FISCAL IMPACT

HUD has provided additional funds for the subsidy, services and administrative work to issue and lease up these vouchers.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for EHV.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Shekhar Dubbani', written over a faint circular stamp or watermark.

Shekhar Dubbani, Management Analyst



**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: November 17, 2021

Re: Authorize the Executive Director to Negotiate and Approve an Extension to and Increase in the Contract Amount Between the Alameda Housing Authority and Liebert Cassidy Whitmore in the Total Not to Exceed Amount of Four Hundred Twenty Five Thousand Dollars and Zero cents (\$425,000.00) through December 31, 2022.

BACKGROUND

Legal services for human resources counsel went through a competitive Request for Proposal process in 2018, and in January 2019, a contract was awarded to Liebert Cassidy Whitmore in the amount of \$250,000.00. This contract was approved by the Board of Commissioners, as contracts in excess of \$250,000.00 are to be approved by the Board. In November 2020, the contract amount was increased to a total not to exceed amount of \$400,000.00 through December 31, 2021.

DISCUSSION

Services provided under this agreement include provision of consulting, and representational and legal services pertaining to employment relations matters. Expenditures were towards the upper limit of the approved amount during the initial period of the contract, but have moderated somewhat in the second half of 2021, as the amount of new legislation and regulations related to the current COVID-19 pandemic have lessened. Upcoming needs will include a full review of AHA's Employee Handbook along with ongoing guidance on administrative and personnel matters.

The contract executed on January 1, 2019 contains an initial term of three years, with the option for two annual extensions. To date, a total of \$233,559 (rounded) has been spent on this contract, which is within the total of \$400,000.00 approved by the Board. Management is requesting an increase in the amount of the contract of \$25,000.00 to allow for any greater-than-expected expenditures which may arise prior to the end of the proposed contract term.



Should the contract be extended again for a final year, management will come back to the Board with an additional 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.

FISCAL IMPACT

Funding for this contract has been approved and is budgeted for. Legal fees will be reviewed prior to the submission of next fiscal year's budget, and funds for the remainder of this contract will be budgeted in the upcoming budget cycle.

CEQA

Not applicable to this item.

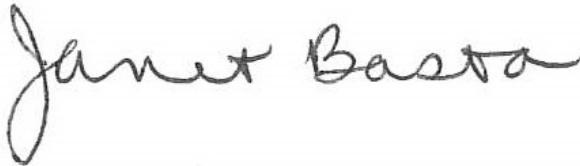
RECOMMENDATION

Authorize the Executive Director to Negotiate and Approve an Extension to and Increase in the Contract Amount Between the Alameda Housing Authority and Liebert Cassidy Whitmore in the Total Not to Exceed Amount of Four Hundred Twenty Five Thousand Dollars and Zero cents (\$425,000.00) through December 31, 2022.

ATTACHMENTS

1. Attachment 1 LCW Amendment No. 2 2021.11

Respectfully submitted,

A handwritten signature in cursive script that reads "Janet Basta". The signature is written in black ink and is positioned below the typed name.

Janet Basta, Director of Human Resources and Operations

AMENDMENT NO. 2 TO CONSULTANT AGREEMENT

This Amendment of a Consultant Services Agreement by and between the Housing Authority of the City of Alameda, public body, corporate and politic (hereinafter "AHA") and Liebert Cassidy Whitmore, a California Limited Liability Partnership, whose address is 6033 W. Century Boulevard, 5th floor, Los Angeles, CA 90045 (hereinafter "Consultant"), is made with reference to the following:

RECITALS

A. On January 1, 2019, a Consultant Agreement was entered into by and between AHA and Consultant.

B. The Original Consultant Services Agreement limited the Compensation to Consultant to not exceed two hundred fifty thousand dollars and zero cents (\$250,000.00) for the initial three year term of the contract.

C. On November 19, 2020, Amendment No. 1 increased the compensation to Consultant to include a not to exceed amount of four hundred thousand dollars and zero cents (\$400,000.00).

D. The effective date of this Amendment shall be November 17, 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 contract shall be extended for one additional year through December 31, 2022.

The Compensation to Consultant will include a not to exceed amount of four hundred twenty-five thousand dollars and zero cents (\$425,000.00).

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.

Liebert Cassidy Whitmore

Housing Authority of the City of Alameda

Managing Partner

Vanessa M. Cooper
Executive 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: November 17, 2021

Re: Authorize the Executive Director to Negotiate and Approve Extensions to and Increases in the Contract Amounts Between the Alameda Housing Authority and Howroyd-Wright Employment Agency, Inc to a Total Not to Exceed Amount of Five Hundred Twenty Five Thousand Dollars and Zero Cents (\$525,000.00) and to 22nd Century Technologies, Inc. to a Total Not to Exceed Amount of Three Hundred Thousand Dollars and Zero cents (\$300,000.00), both through January 31, 2023.

BACKGROUND

In February 2019, following an RFP process, consultant services agreements were executed with two agencies to provide temporary employment services. Howroyd-Wright Employment Agency, Inc. (dba Apple One) was awarded a contract in the amount of \$175,000.00, and 22nd Century Technologies, Inc. was awarded a contract in the amount of \$60,000.00. Both contracts were made for a three-year period, ending January 31, 2022, with an option to extend for two additional one-year periods. In December 2019, both contracts were increased; Howroyd-Wright to a total not-to-exceed amount of \$300,000.00 and 22nd Century Technologies to \$160,000.00. Subsequently, in November 2020, both contracts were increased again; Howroyd-Wright to a total not-to-exceed amount of \$400,000.00 and 22nd Century Technologies Inc. to \$260,000.00

DISCUSSION

Temporary staffing needs have increased during the COVID-19 pandemic, primarily to cover leaves of absences and to, in some cases, provide staffing to vacant positions or to address some backlogs of work. Additionally, temporary staff were utilized for a period of time to provide coverage of the front door at the main office, and interns are payrolled through temporary agencies. With several leaves of absences already scheduled in the upcoming year, including leaves that will require specialized accounting temporary staffing, management anticipates that temporary staffing needs



will remain above average.

Current expenditures are \$360,260 (rounded) for Howroyd-Wright, and \$154,808 (rounded) for 22nd Century Technologies. Management is requesting extending both contracts for an additional one-year term, to January 31, 2023, along with increasing Howroyd-Wright to a not to exceed amount of \$525,000.00 and 22nd Century Technologies to a not to exceed amount of \$300,000.00.

FISCAL IMPACT

Temporary staff salaries were budgeted at \$308,880 for the current fiscal year; this includes temporary staff hired through temporary agencies as well as any temporary staff hired directly by AHA. Increasing the contract amounts for both agencies will put total combined anticipated temporary staff salary expenditures at a level that is less than what was budgeted for the current fiscal year. Temporary agency services will be reviewed prior to submission of next fiscal year's budget, and funds for the remainder of these contracts will be budgeted in the upcoming budget cycle.

CEQA

Not applicable to this item.

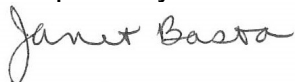
RECOMMENDATION

Authorize the Executive Director to Negotiate and Approve Extensions to and Increases in the Contract Amounts Between the Alameda Housing Authority and Howroyd-Wright Employment Agency, Inc. to a Total Not to Exceed Amount of Five Hundred Twenty Five Thousand Dollars and Zero Cents (\$525,000.00) and to 22nd Century Technologies, Inc. to a Total Not to Exceed Amount of Three Hundred Thousand Dollars and Zero cents (\$300,000.00), both through January 31, 2023.

ATTACHMENTS

1. Attachment 1 Amendment No. 3 Howroyd Wright 2021.11
2. Attachment 2 Amendment No. 3 22nd Century Technologies 2021.11

Respectfully submitted,



Janet Basta, Director of Human Resources and Operations

AMENDMENT NO. 3 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 Howroyd-Wright Employment Agency, Inc. dba Apple One Employment Services (a California corporation) whose address is 16371 Beach Blvd, Suite 240, Huntington Beach, CA 92647, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS

- A. On February 1, 2019, a Consultant Agreement was entered into by and between AHA and Consultant.
- B. The effective date of this Amendment shall be November 17, 2021
- C. The Original Consultant Agreement limited the Compensation to Consultant to not exceed one hundred seventy five thousand and zero cents (\$175,000.00) for the initial three year term of the contract.
- D. The original expiration date of the contract was January 31, 2022, but allowed for up to two 1-year extensions.
- E. On January 16, 2020, the not to exceed limit of the contract was increased to three hundred thousand dollars and zero cents (\$300,000.00).
- F. On January 21, 2021 the not to exceed limit of the contract was increased to four hundred thousand dollars and zero cents (\$400,000.00)
- G. 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 contract shall be extended for one additional year, through January 31, 2023.

The Compensation to Consultant will include an additional one hundred twenty five thousand dollars and zero cents (\$125,000.00), so the not to exceed amount will be modified to five hundred twenty five thousand dollars and zero cents (\$525,000.00).

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.

Howroyd-Wright Employment Agency Housing Authority of the City of Alameda

Michael A Hoyal
Chief Financial Officer

Vanessa M. Cooper
Executive Director

AMENDMENT NO. 3 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 22nd Century Technologies, Inc. (a corporation) whose address is 8251 Greensboro Drive, Suite 900, McLean, VA 22102, (hereinafter referred to as Consultant), is made with reference to the following:

RECITALS

- A. On February 1, 2019, a Consultant Agreement was entered into by and between AHA and Consultant.
- B. The effective date of this Amendment shall be November 17, 2021
- C. The Original Consultant Agreement limited the Compensation to Consultant to not exceed sixty thousand and zero cents (\$60,000.00) for the initial three year term of the contract.
- D. The original expiration date of the contract was January 31, 2022, but allowed for up to two 1-year extensions.
- E. On December 19, 2019, the not to exceed limit of the contract was increased to one hundred sixty thousand dollars and zero cents (\$160,000.00).
- F. On January 21, 2021, the not to exceed limit of the contract was increased to two hundred sixty thousand dollars and zero cents (\$260,000.00).
- G. 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 contract shall be extended for one additional year, through January 31, 2023.

The Compensation to Consultant will include an additional forty thousand dollars and zero cents (\$40,000.00), so the not to exceed amount will be modified to three hundred dollars and zero cents (\$300,000.00).

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.

22nd Century Technologies, Inc

Housing Authority of the City of Alameda

Satvinder Singh

Vanessa M. Cooper

President

Executive 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: Sylvia Martinez, Director of Housing Development

Date: November 17, 2021

Re: Accept the Low and Moderate Income Housing Asset Fund Report for FY 2020-2021.

BACKGROUND

On January 4, 2013, the Housing Authority became the Housing Successor for the Low- and Moderate-Income Housing Assets of the former Community Improvement Commission of the City of Alameda (CIC). In October 2013, California Senate Bill 341 was signed into law and this legislation established new reporting requirements for Successor Agencies. The reporting period corresponds to the Housing Authority’s fiscal year. This annual report covers the period July 1, 2020 through June 30, 2021.

DISCUSSION

As a condition of becoming the Housing Successor, the Housing Authority received cash and notes receivable owned by the prior CIC. The cash assets are held in a separate account, called the Low Moderate Income Housing Asset Fund (LMIHAF). The beginning and ending account balances of the LMIHAF are included within the Housing Authority’s consolidated Annual Financial Audit Report. Each Housing Successor is allowed to utilize up to \$200,000 annually for administrative expenses including salary, professional services and overhead costs. As part of the five year reporting requirement, future allocations of funds must be restricted to units serving households at 30% of area median income or lower.

The attached Low- and Moderate-Income Housing Asset Fund Reports for the years ending June 30, 2020 and June 30, 2021 are hereby submitted to the Board of Commissioners. After approval, the reports will be posted on the Housing Authority website as required by December 31 of every year.

FISCAL IMPACT

LMIHAF funds are used for administrative expenses and budgeted in the annual budget process.



CEQA

Not applicable.

RECOMMENDATION

Accept the Low- and Moderate-Income Housing Asset Fund Report for FY 2020-2021.

ATTACHMENTS

1. Attach 1 Low and Moderate Income Housing Asset Fund Report_2020-21

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



**Low and Moderate Income Housing Asset Fund Report
Fiscal Year 2020-21**

Introduction

The Housing Authority of the City of Alameda became the Housing Successor for the Low- and Moderate-Income Housing Assets of the former Community Improvement Commission of the City of Alameda (CIC) on January 5, 2012 per City of Alameda Resolution No. 14643. The CIC had previously been Alameda’s redevelopment agency, until state law dissolved RDAs in 2012.

The Dissolution Act provided instructions for how redevelopment agency successors can utilize assets and set forth reporting requirements for annual and five-year reports to the state. The purpose of this report is to provide the governing body of the Housing Successor with an annual report on the housing assets and activities of the Housing Successor, in compliance with California Health and Safety Code Sections 34176.1 (Dissolution Law). The reporting period corresponds to the Housing Authority’s fiscal year. This annual report covers the period July 1, 2020 through June 30, 2021.

I. Amount Deposited into LMIHAF:

(1) The amount the city, county, or city and county received pursuant to Section 34191.4 (b)(3)(A).

(2) The amount deposited to the Low and Moderate Income Housing Asset Fund (LMIHAF), distinguishing between amounts deposited pursuant to 34191.4 (b)(3)(B & C). Amounts deposited for other items listed on the Recognized Obligations Payment Schedule, and other amounts deposited.

Deposits to the LMIHAF for FY 2020-21.

Deposits	
Principal payments	\$0
Interest payments	\$90,613
Miscellaneous	\$0
ROPS	\$-695,178
Total Amount Deposited	\$-604,565

II. Ending Balance in the LMIHAF:

A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the Recognized Obligation Payment Schedule from other amounts.

The ending balance on June 30, 2021 of the assets of the LMIHAF was \$15,955,128, of which \$0 was held for items listed on the ROPS.

III. Description of Expenditures from the LMIHAF:

A description of expenditures from the fund by category, including, but not limited to, expenditures (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2 & 3) of subdivision (a).

Expenditures made during the fiscal year 2018-19 from the LMIHAF.

Total LMIHAF Expenditures	
Monitoring and Administration	\$
Housing Development Expenditures	\$85,626
Total Expenditures for LMIHAF	\$85,626

IV. Statutory Value of Assets Owned by Housing Successor:

As described in 34191.1 (a)(1), the statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.

The chart(s) below reflect the statutory value of assets and notes held by the Housing Successor.

Value of Assets Owned by Housing Successor	
Loans/Notes Receivable	
Shinsei Loan	\$2,250,016
Jack Capon Villa Loan	\$1,400,000
Stargell Commons Loan	\$2,000,000
Breakers at Bayport Loan	\$1,408,790
Alameda Islander Loan	\$8,600,000
Moore Loan	\$31,800
Nebeker Loan	\$31,800

Value of Assets Owned by Housing Successor cont.	
Tamiko Loan	\$23,600
Island City Development	\$300,000
Total Loans/Notes Receivable	\$16,046,006

V. Description of Transfers

A description of any transfers made pursuant to 34191.1(c)(2) in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.

The Housing Successor did not make any LMIHAF transfers to other Housing Successors pursuant to Section 34176.1(c)(2) during fiscal year 2020-21.

VI. Project Descriptions

A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

The Housing Successor did not receive or hold property tax revenue pursuant to the ROPS for any of the Housing projects during fiscal year 2020-21.

VII Status of Compliance

For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

No real property was transferred to the Housing Successor.

IIX. Description of Outstanding Obligations

A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations. In addition, the housing successor shall include in the report posted on its Internet Web site the implementation plans of the former redevelopment agency.

According to the Implementation Plan for the former redevelopment agency, no replacement housing obligations were transferred to the Housing Successor.

IX. Extremely Low-Income Test

This section provides the information required by Section 34191.1(a)(3)(B), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. Section 34176.1(a)(3)(B) requires that the Housing Successor must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI.

The table below reflects the thirteen-year period reviewed between July 1, 2008 and June 30, 2021.

Extremely Low-Income Test: 2012-2021	
Amount spent on units restricted at 30% AMI	\$0
All Affordable Loans	\$16,046,006
Statutory test met?	No

If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

X. Senior Housing Test

The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

The table below reflects the eleven-year period reviewed between July 1, 2008 and June 30, 2021.

Senior Housing Test	# of Units
Assisted Senior Rental Units	30
Total Assisted Rental Units	165
Senior Housing Test (%)	18%

XI. Excess Surplus Test

The amount of any excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus.

The excess surplus as of June 30, 2021 is \$0.

XII. An Inventory of Homeownership Units

An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to 33334.3(f). This inventory shall include all of the following information:

- a) The number of those units.*
- b) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.*
- c) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.*
- d) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.*

No homeownership units were transferred to the Housing Successor.



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: Janet Basta, Director of Human Resources and Operations

Date: November 17, 2021

Re: Approve the 2022 AHA Operations (Holiday and Office Closure) Calendar.

BACKGROUND

In December 2015, the Housing Authority began a schedule of closing the office to the public every other Friday. In 2019, AHA adopted a schedule of being closed to the public every Friday, which has been in place since that time. Additionally, last year's calendar included AHA being closed to the public for half-days (afternoons) on the week of Thanksgiving and during the last two weeks of December, and in June 2021, the Board approved the addition of Juneteenth as an AHA holiday.

Beginning in July 2021, following a period of office closure due to the COVID-19 pandemic that began in March 2020, the main AHA office opened to the public during morning hours (8:30 a.m.-11:30 a.m.). Offices at the properties were also reopened. Currently, the main office is open from 8:30 a.m.-12:00 p.m. Monday through Thursday, and offices at the properties are open full days daily. It is anticipated that this will remain the schedule until further notice.

DISCUSSION

Through various notices, office closures are publicized physically on-site, through newsletters to tenants and voucher holders, and in the calendar on the AHA website. In non-pandemic times, AHA office services will be offered Monday through Thursday from 8:30 a.m. to 5:00 p.m. The schedule of closed Fridays has been beneficial for the coordination of administrative work and staff meetings on days when the Agency is not open to the public, without diminishing customer service functions.

The attached calendar identifies AHA holidays, alternate designated holidays to note either when holidays are observed, when they fall on a weekend or on flex-Fridays, and the half-day closure schedule during holiday periods. This year, in the event that full day opening hours resume, AHA management is proposing being closed half-days for the



week of July 4, in addition to the week of Thanksgiving as well as the last two weeks of December. These are typically light weeks in terms of customer traffic, and being closed half-days will provide more flexibility for staffing during high time off request periods. Additionally, as program participants and tenants have become accustomed to accessing services remotely and during morning office hours only, it is not anticipated that these additional periods of office closure will significantly impact customer service. These half-day office closures will not be additional holidays for AHA staff; but by closing the office to the public in the afternoons, it will be more manageable to grant projected time off requests that occur during these times. Maintenance and Resident Manager services will be maintained these days and residential site offices will generally remain open. Any closures will be publicized well in advance.

The attached proposed calendar assumes the office is open to the public on the regular schedule. Should the office remain closed to the public in the afternoons for all or a portion of 2022, all references to office closures will be superseded by the decision to remain closed for a portion of the day to the public. Once the office fully reopens, however, the schedule on the attached calendar will become effective. Staff holidays will not be affected by the office closure. However, holidays will fall on the dates designated on the 2022 calendar, irrespective of whether or not the office is open to the public.

The 2022 calendar also includes planned dates for Board of Commissioners meetings. These are provided for staff information and planning purposes only; there is no change to office hours or work days as a result of this change.

FISCAL IMPACT

There is no anticipated impact to the budget as this schedule was accounted for in the current fiscal year budget.

CEQA

Not applicable to this item.

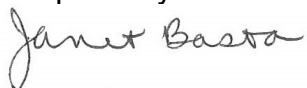
RECOMMENDATION

Approve the 2022 AHA Operations (Holiday and Office Closure) Calendar.

ATTACHMENTS

1. Attachment 1 2022 Holiday Office Closure Calendar

Respectfully submitted,



Janet Basta, Director of Human Resources and Operations

2022 AHA Holiday and Office Closure Calendar

Attachment 1

January						
Su	Mo	Tu	We	Th	Fr	Sa
					31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

KEY: Red = Holiday / Green = Office Closed to the Public / Yellow = ½ day Office Closed to the Public (July 5-7, Nov 21-23, Dec 19-22 & 27-29) / Blue =Alt Holiday for flex staff./Lavender: Board of Commissioner's Meeting Dates. **NOTE:** AHA is closed to the public every Friday.

AHA Holidays 2022

Dec 31 New Year's Day 2022 (obs)	Feb 21 Presidents' Day	July 4 Independence Day	Nov 24 Thanksgiving Day
Jan 17 Martin Luther King Day	May 30 Memorial Day	Sept 5 Labor Day	Nov 25 Day After Thanksgiving
	June 20 Juneteenth (obs)	Nov 11 Veteran's Day	Dec 26 Christmas Day (obs)



**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: Sylvia Martinez, Director of Housing Development

Date: November 17, 2021

Re: Accept the 5th Amendment to the Consultant Services Agreement dated April 15, 2015 with ICD.

BACKGROUND

In 2015, a three-year Consultant Services Agreement was signed by and between ICD and AHA for the delivery of real estate development services. The scope and deliverables include the strategy, financing, and implementation of affordable housing development activities such as rehabilitation and new construction. In addition, ICD is asked to provide technical assistance on affordable housing opportunities in the City of Alameda. This contract has been renewed four times, extending the time period and additional fee by one year each time. The fourth Amendment expires 12/31/2021.

DISCUSSION

ICD continues to be the development arm of the Housing Authority of the City of Alameda and has taken on the financing and development of Littlejohn Commons, Everett Commons, and Rosefield projects from the period of 2015 to the present. The Rosefield project will be in construction until mid-2022. In addition, ICD has implemented entitlement and predevelopment activities on the North Housing site and plans to continue development on this site in phases. To support these efforts, staff proposes an extension of the services agreement until 12/21/2022.

FISCAL IMPACT

A one-year extension of the contract includes an additional year's fee of \$100,000. Funds to support this fee are obtained through the Services Agreement by and between the City of Alameda and the Housing Authority of the City of Alameda for FY2021-22, which was updated effective August 1, 2020. Thus, there is no net impact on the budget of the Housing Authority. The 2022 Annual ICD Budget is presented in another report in this meeting and includes the proposed additional \$100,000 fee.



CEQA

Not applicable

RECOMMENDATION

Approve the Fifth Amendment to the Consultant Services Agreement dated April 15, 2015.

ATTACHMENTS

1. Attach 1 Amendment 5 to Services Agreement AHA & ICD

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Sylvia Martinez', with a stylized flourish at the end.

Sylvia Martinez, Director of Housing Development

**FIFTH AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS FIFTH AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 9th day of November 2021, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

- A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and
- B. On December 5, 2017, the Agreement was amended to extend the completion date to December 31, 2018
- C. On December 20, 2018, the Agreement was amended to extend the completion date to December 31, 2019.
- D. On November 8, 2019, the Agreement was amended to extend the completion date to December 31, 2020.
- E. On December 16, 2020, the Agreement was amended to extend the completion date to December 31, 2021 and increased the NTE amount to \$600,000.
- F. ICD and AHA desire to extend the term of the contract for one year with the same annual contract amount of \$100,000 and a completion date of December 31, 2022.
- G. Consultant compensation shall be increased, pursuant to the Agreement, in the amount of \$100,000 annually for year 2022, for a total contract amount not to exceed \$700,000.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraphs 1. TERM and 3. COMPENSATION TO CONSULTANT, shall be replaced in whole with the following paragraphs:

- 1. TERM: The time for Completion set forth in the contract is six years, ending December 31, 2022, unless terminated earlier as set forth herein.
- 3. COMPENSATION TO CONSULTANT: Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$100,000 annually, for a contract total not to exceed \$700,000. Payment will be made based upon Consultant's submitted and approved invoice.

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

ISLAND CITY DEVELOPMENT

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

Vanessa Cooper
President

Vanessa Cooper
Executive Director



**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: Cheley Quiambao, Asset Manager

Date: November 17, 2021

Re: Accept the LIHTC Portfolio Asset Management Annual Financial Report for the Fiscal Year 2020.

BACKGROUND

The portfolio includes seven Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, and Everett Commons. The projects were built between 2006 and 2018 with a cumulative unit count of 255 units (80% family, 12% senior, and 8% special needs.) Of which, 50% of the units are supported by a combination of various Section 8 rental subsidy programs (Project Based Voucher, Housing Choice Voucher, and Veterans Affairs Supportive Housing.)

The Housing Authority of the City of Alameda (AHA) owns all the land; thus, all partnerships include a land lease, and AHA's role varies from Co-General Partner, General Partner, and Special Limited Partner. Island City Development (ICD) is the developer for Littlejohn Commons and Everett Commons and co-developer for Stargell Commons.

DISCUSSION

This memo provides an overview of the annual financial asset management report for the Low-Income Housing Tax Credit (LIHTC) Partnership Properties for the fiscal year 2020, prepared by Asset Management.

Breakers at Bayport- 459 Neptune Gardens Avenue

Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the GP and AHA is the land-owner. John Stewart Company (JSCo) provides property management services. Operation Dignity provides resident services. The project was placed in service March 29, 2006.



Unit matrix: 2Bed- 34 units, 3Bed- 18 units. Income and rent limits are set at 50%-60% ami. The project receives Section 8 PBV rental subsidy (20 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$1,025,837, which is 2.71% higher than budget.

-Tenant Receivables is \$15,529 (of which \$15,230 is covid- related) and Subsidy Receivables is \$3,259. Per RCD, these amounts have since been collected or written off.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$532,788, which is 0.81% higher than budget, and is at \$10,246 Per Unit Per Year or \$854 Per Unit Per Month.

-Total Operating Income is \$493,049, which is 4.84% higher than budget.

-Mandatory hard debt service and reserve deposits requirement is \$187,722 and Debt Service Coverage Ratio is 2.63.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$305,327, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-No extraordinary events have occurred to report at this time.

Shinsei Gardens- 401 Willie Stargell Avenue

Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP and AHA is the land-owner. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service September 03, 2009

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units, 4Bed- 3 units. Income and rent limits are set at 20%-60% ami. The project receives Section 8 PBV rental subsidy (21 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$851,391, which is 2.15% higher than budget.

-Tenant Receivables is \$5,399 (of which \$5,255 is covid- related) and Subsidy Receivables is \$3,327. Per RCD, these amounts have since been collected or written off.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$402,365, which is 6.48% lower than budget, and is at \$10,317 Per Unit Per Year or \$860 Per Unit Per Month.

-Total Operating Income is \$449,026, which is 11.37% higher than budget.

-Mandatory hard debt service and reserve deposits requirement is \$132,974 and Debt Service Coverage Ratio is 3.38.

- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$316,052, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- No extraordinary events have occurred to report at this time.

Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP and Island City Development (ICD) is the Co-GP. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service December 27, 2012.

Unit matrix: 0Bed- 61 units, 2Bed- 1 unit. Income and rent limits are set at 50%-120% ami. The project receives Section 8 PBV rental subsidy (15 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$747,600, which is 0.49% higher than budget.

-Tenant Receivables is \$29,210 (of which \$29,120, is covid- related) and Subsidy Receivables is \$12,853. Per RCD, they assist residents with applying for the Emergency Rental Assistance Program (ERAP).

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$561,604, which is 12.44% lower than budget, and is at \$9,058 Per Unit Per Year or \$755 Per Unit Per Month.

-Total Operating Income is \$185,996, which is 81.4% higher than budget.

-Mandatory hard debt service (\$0) and reserve deposits requirement is \$31,930 and Debt Service Coverage Ratio is 5.83.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$149,057, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-No extraordinary events have occurred to report at this time.

Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP and ICD is the Sp-LP. JSCo provides property management services. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1Bed- 5 units, 2Bed- 17 units, 3Bed- 10 units. Income and rent limits are set at 30%-60% ami. The project receives Section 8 PBV rental subsidy (7 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$568,171, which is 4.66% higher than budget.

- Tenant Receivables is \$1,270 (of which \$0, is covid- related) and Subsidy Receivables is \$109. Per RCD, these amounts have since been collected or written off.
- Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$299,461, which is 5.81% lower than budget, and is at \$9,358 Per Unit Per Year or \$780 Per Unit Per Month.
- Total Operating Income is \$268,710, which is 19.47% higher than budget.
- Mandatory hard debt service and reserve deposits requirement is \$119,653 and Debt Service Coverage Ratio is 2.25.
- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$149,057, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- No extraordinary events have occurred to report at this time.

Jack Capon Villa- 2216 Lincoln Avenue

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP and AHA is the Co-GP. SAHA Property Management provides property management services. Housing Consortium East Bay (HCEB) provides resident services. The project was placed in service January 09, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 unit. Income and rent limits are set at 50% ami. The project receives Section 8 PBV rental subsidy (19 units).

- Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$426,386, which is 13% higher than budget.
- Tenant Receivables is \$1,365 and Subsidy Receivables is \$1,348.
- Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$278,342, which is 16.51% lower than budget, and is at \$14,650 Per Unit Per Year or \$1,221 Per Unit Per Month.
- Total Operating Income is \$148,044, which is 237.27% higher than budget.
- Mandatory hard debt service and reserve deposits requirement is \$44,758 and Debt Service Coverage Ratio is 3.31.
- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$103,286, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- No extraordinary events have occurred to report at this time.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP. JSCo provides property management services. LifeSteps provides resident services. The project was placed in service July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit. Income and rent limits are set at 30%-50% ami. The project receives Section 8 PBV rental subsidy (25 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$612,413, which is 2.62% higher than budget, despite \$19,688 of vacancy loss.

-Tenant Receivables is \$5,000 (of which \$0, is covid- related) and Subsidy Receivables is \$3,413.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$264,624, which is 5.48% higher than budget, and is at \$8,536 Per Unit Per Year or \$711 Per Unit Per Month.

-Total Operating Income is \$347,789, which is .54% higher than budget.

-Mandatory hard debt service and reserve deposits requirement is \$286,444 and Debt Service Coverage Ratio is 1.21.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$61,345, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-No extraordinary events have occurred to report at this time.

Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP. JSCo provides property management services. LifeSteps provides resident services. The project was placed in service December 17, 2018.

Unit matrix: 1Bed- 4 units, 2Bed- 11 units, 3Bed- 5 units. Income and rent limits are set at 30%-60% ami. The project receives Section 8 PBV rental subsidy (12 units) and PBV VASH rental subsidy (5 units.)

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$523,762, which is 0.34% higher than budget.

-Tenant Receivables is \$42 (of which \$0, is covid- related) and Subsidy Receivables is \$5,174.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$216,784, which is 3.74% higher than budget, and is at \$10,839 Per Unit Per Year or \$903 Per Unit Per Month.

-Total Operating Income is \$306,978, which is 1.92% lower than budget.

-Mandatory hard debt service and reserve deposits requirement is \$243,517 and Debt Service Coverage Ratio is 1.26.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$63,461, which will be distributed per the waterfall in

accordance with the LPA, lender, and regulatory agreements.
-No extraordinary events have occurred to report at this time.

Overall, the portfolio is performing strong and stabilized. All the assets are able to fulfill mandatory hard debt service and deposit reserves with debt service coverage ratio averaging at 2.1, ranging from 1.21-5.83. Also, all assets produce surplus cash/ residual receipts for distribution. Reserve balances are also attached.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept the LIHTC Portfolio Asset Management Annual Financial Report for the Fiscal Year 2020.

ATTACHMENTS

1. LIHTC Portfolio Financial Performance 2020
2. LIHTC Portfolio Financial Performance 2020 Presentation

Respectfully submitted,

A handwritten signature in blue ink that reads "Cheley Quiambao". The signature is written in a cursive, flowing style.

Cheley Quiambao, Asset Manager

LIHTC Portfolio Financial Performance
2020

	Breakers at Bayport		Shinsei Gardens		Park Alameda		Stargell Commons		Jack Capon Villa		Littlejohn Commons		Everett Commons	
	Family Budget	52 Actuals	Family Budget	39 Actuals	Family Budget	62 Actuals	Family Budget	32 Actuals	Senior/ Sp Budget	19 Actuals	Senior Budget	31 Actuals	Family Budget	20 Actuals
Rental Revenue	539,306	542,619	340,446	355,519	470,650	766,314	334,639	560,495	387,084	101,971	147,108	162,807	121,992	139,945
Subsidy Revenue	472,716	488,506	498,636	515,701	272,827		209,304		0	337,649	454,236	466,742	403,524	376,242
Vacancy Loss	(13,225)	(14,139)	(13,235)	(27,350)	(6,096)	(25,851)	(7,125)		(11,613)	(15,631)	(5,011)	(19,688)	(5,255)	
Other Income	0	8,851	7,608	7,521	6,560	7,137	6,037	7,676	1,795	2,397	468	2,552	1,714	7,575
Total Operating Revenue	\$ 998,797	\$ 1,025,837	\$ 833,455	\$ 851,391	\$ 743,942	\$ 747,600	\$ 542,855	\$ 568,171	\$ 377,266	\$ 426,386	\$ 596,801	\$ 612,413	\$ 521,975	\$ 523,762
Administrative and Marketing	68,086	75,298	67,304	62,011	134,434	87,937	47,127	49,335	69,063	53,901	56,245	84,112	42,249	50,374
Property Management Fee	41,808	41,808	29,484	29,484	46,872	46,872	22,656	22,656	15,960	15,960	20,460	22,128	13,200	14,003
Payroll, Benefits, Taxes	138,751	137,400	98,443	83,642	176,738	151,165	94,173	53,968	33,445	21,321	78,555	63,952	53,634	48,976
Utilities	91,916	85,491	50,319	61,593	70,252	62,337	27,173	39,614	20,646	19,939	27,549	22,917	8,256	10,899
Operaring and Maintenance	125,677	131,157	114,712	97,211	88,692	82,332	63,580	66,311	107,883	85,618	32,914	34,524	27,269	28,078
Taxes and Insurance	52,280	51,634	40,631	39,930	43,706	43,843	32,474	32,875	21,326	23,909	16,120	17,491	17,640	18,984
Resident services	10,000	10,000	29,360	28,494	80,714	87,118	30,756	34,702	65,048	57,694	19,040	19,500	46,724	45,470
Total Operating Expense	\$ 528,518	\$ 532,788	\$ 430,254	\$ 402,365	\$ 641,407	\$ 561,604	\$ 317,938	\$ 299,461	\$ 333,371	\$ 278,342	\$ 250,883	\$ 264,624	\$ 208,972	\$ 216,784
Total Operating Income	\$ 470,279	\$ 493,049	\$ 403,201	\$ 449,026	\$ 102,535	\$ 185,996	\$ 224,916	\$ 268,710	\$ 43,895	\$ 148,044	\$ 345,918	\$ 347,789	\$ 313,003	\$ 306,978
Debt Service, Reserve Depos	187,722	187,722	132,974	132,974	31,930	31,930	119,653	119,653	44,758	44,758	286,444	286,444	243,517	243,517
Net cash flow	\$ 282,557	\$ 305,327	\$ 270,227	\$ 316,052	\$ 70,605	\$ 154,066	\$ 105,263	\$ 149,057	\$ (863)	\$ 103,286	\$ 59,474	\$ 61,345	\$ 69,486	\$ 63,461
Debt Service Coverage Ratio	2.5052	2.6265	3.0322	3.3768	3.2112	5.8251	1.8797	2.2457	0.9807	3.3077	1.2076	1.2142	1.2853	1.2606
Operating Expense PUPY	\$ 10,164	\$ 10,246	\$ 11,032	\$ 10,317	\$ 10,345	\$ 9,058	\$ 9,936	\$ 9,358	\$ 17,546	\$ 14,650	\$ 8,093	\$ 8,536	\$ 10,449	\$ 10,839
Operating Expense PUPM	\$ 847	\$ 854	\$ 919	\$ 860	\$ 862	\$ 755	\$ 828	\$ 780	\$ 1,462	\$ 1,221	\$ 674	\$ 711	\$ 871	\$ 903

LIHTC PORTFOLIO ASSET MANAGEMENT ANNUAL REPORT 2020

**PREPARED BY
CHELEY QUIAMBAO
ASSET MANAGER**

LIHTC PORTFOLIO

**Breakers at Bayport
Shinsei Gardens
Park Alameda
Stargell Commons
Jack Capon Villa
Littlejohn Commons
Everett Commons**

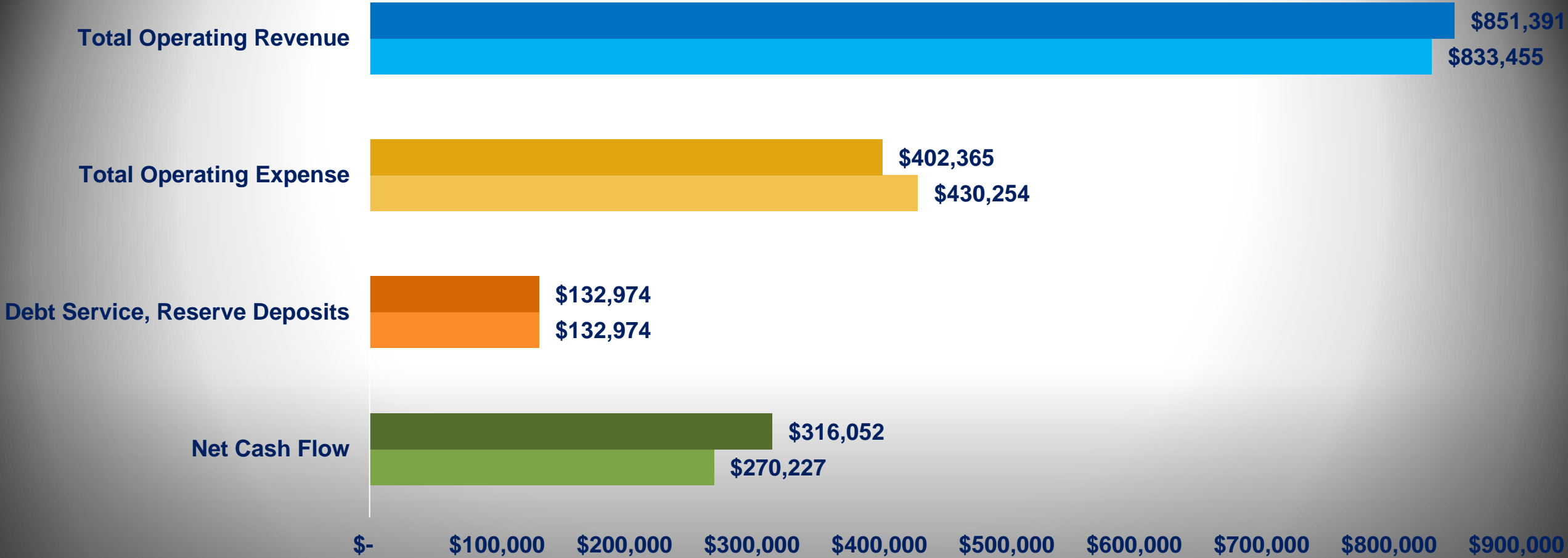
Breakers at Bayport 52 Family



\$- \$200,000 \$400,000 \$600,000 \$800,000 \$1,000,000 \$1,200,000

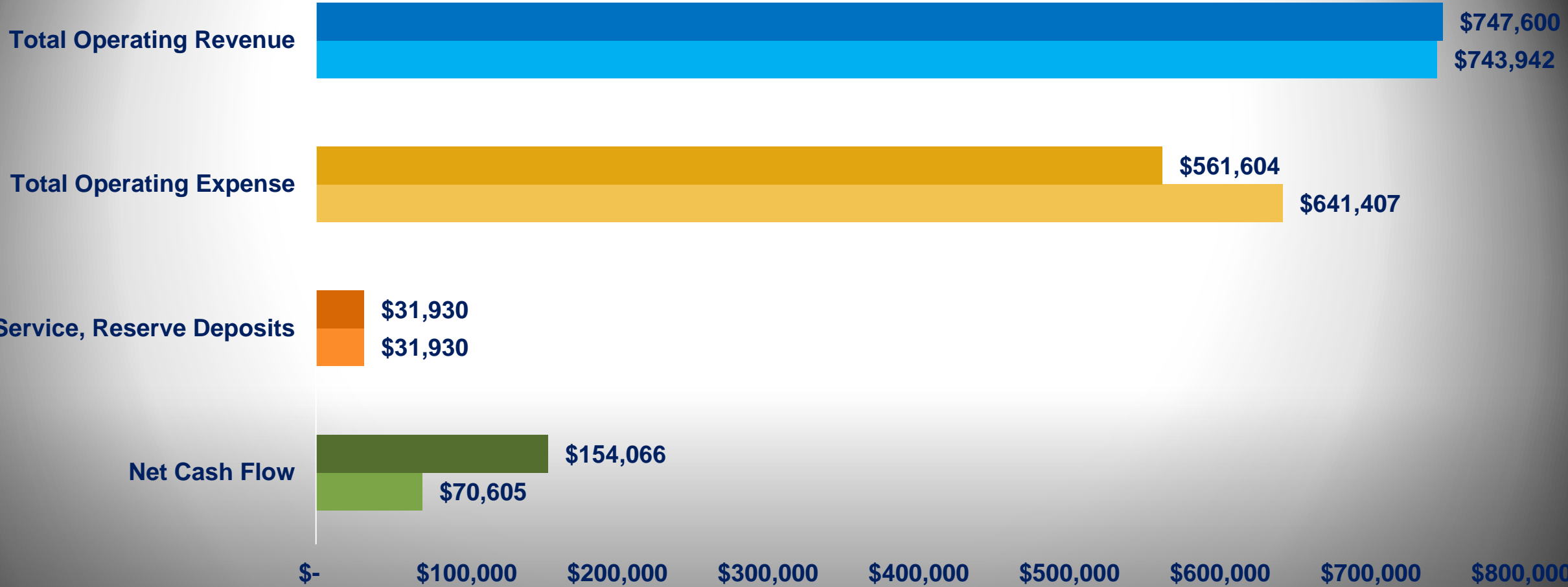
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$305,327	\$187,722	\$532,788	\$1,025,837
Budget (Bottom)	\$282,557	\$187,722	\$528,518	\$998,797

Shinsei Gardens 39 Family



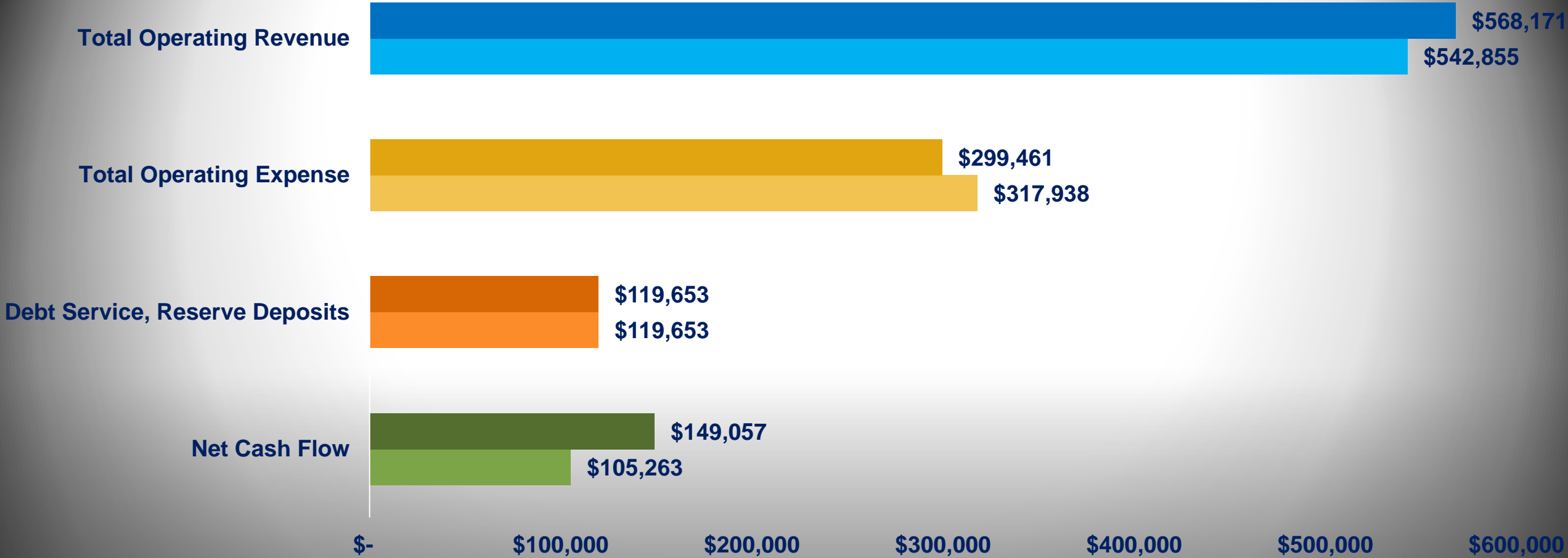
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$316,052	\$132,974	\$402,365	\$851,391
Budget (Bottom)	\$270,227	\$132,974	\$430,254	\$833,455

Park Alameda 62 Family



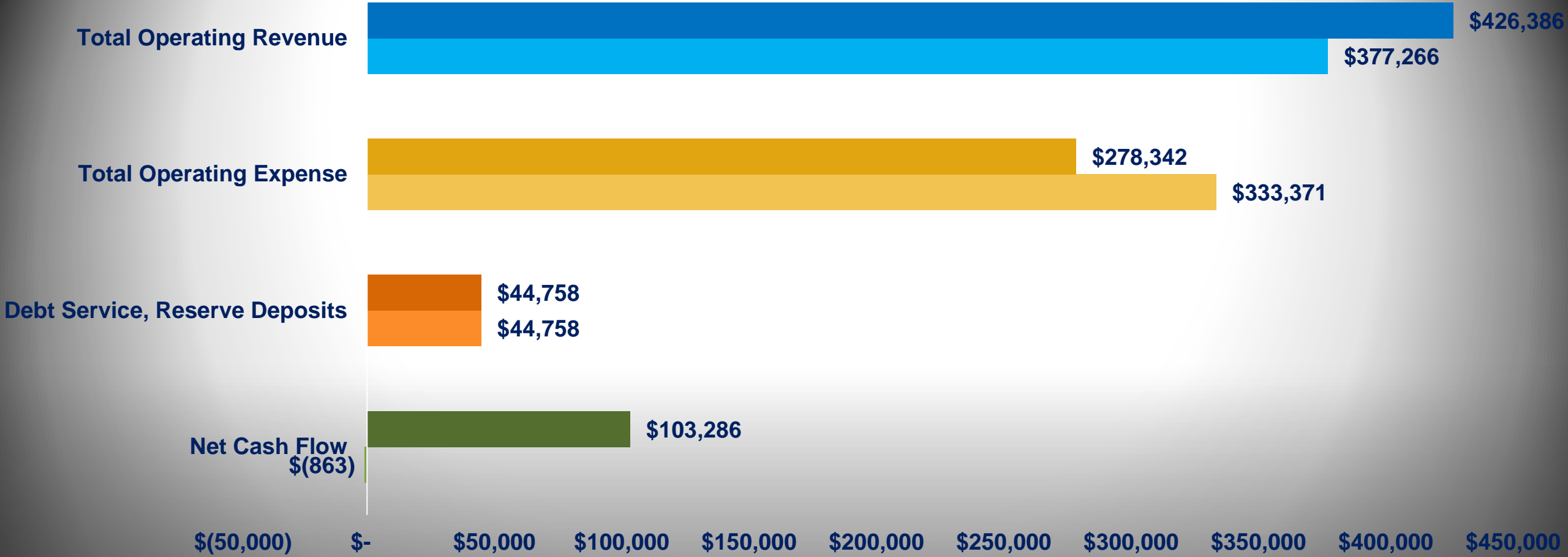
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$154,066	\$31,930	\$561,604	\$747,600
Budget (Bottom)	\$70,605	\$31,930	\$641,407	\$743,942

Stargell Commons 32 Family



	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$149,057	\$119,653	\$299,461	\$568,171
Budget (Bottom)	\$105,263	\$119,653	\$317,938	\$542,855

Jack Capon Villa 19 Special Needs



	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$103,286	\$44,758	\$278,342	\$426,386
Budget (Bottom)	\$(863)	\$44,758	\$333,371	\$377,266

Littlejohn Commons 31 Senior



\$- \$100,000 \$200,000 \$300,000 \$400,000 \$500,000 \$600,000 \$700,000

	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$61,345	\$286,444	\$264,624	\$612,413
Budget (Bottom)	\$59,474	\$286,444	\$250,883	\$596,801

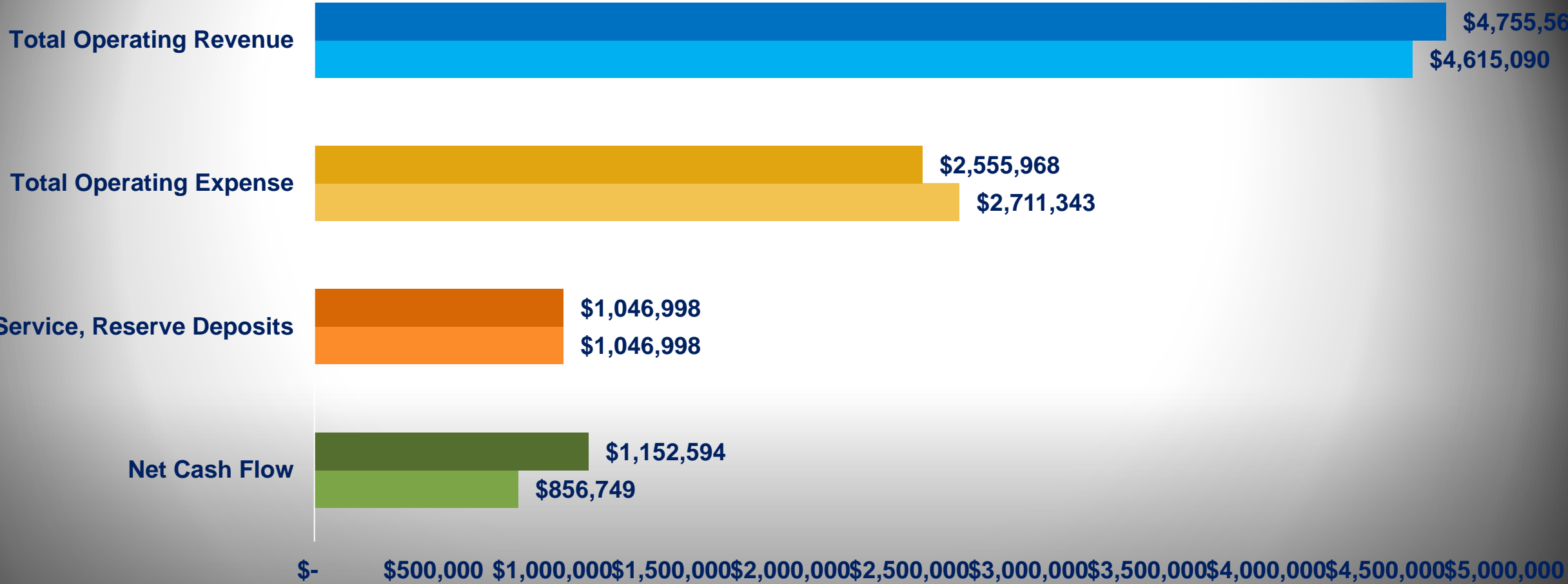
Everett Commons 20 Family



\$- \$100,000 \$200,000 \$300,000 \$400,000 \$500,000 \$600,000

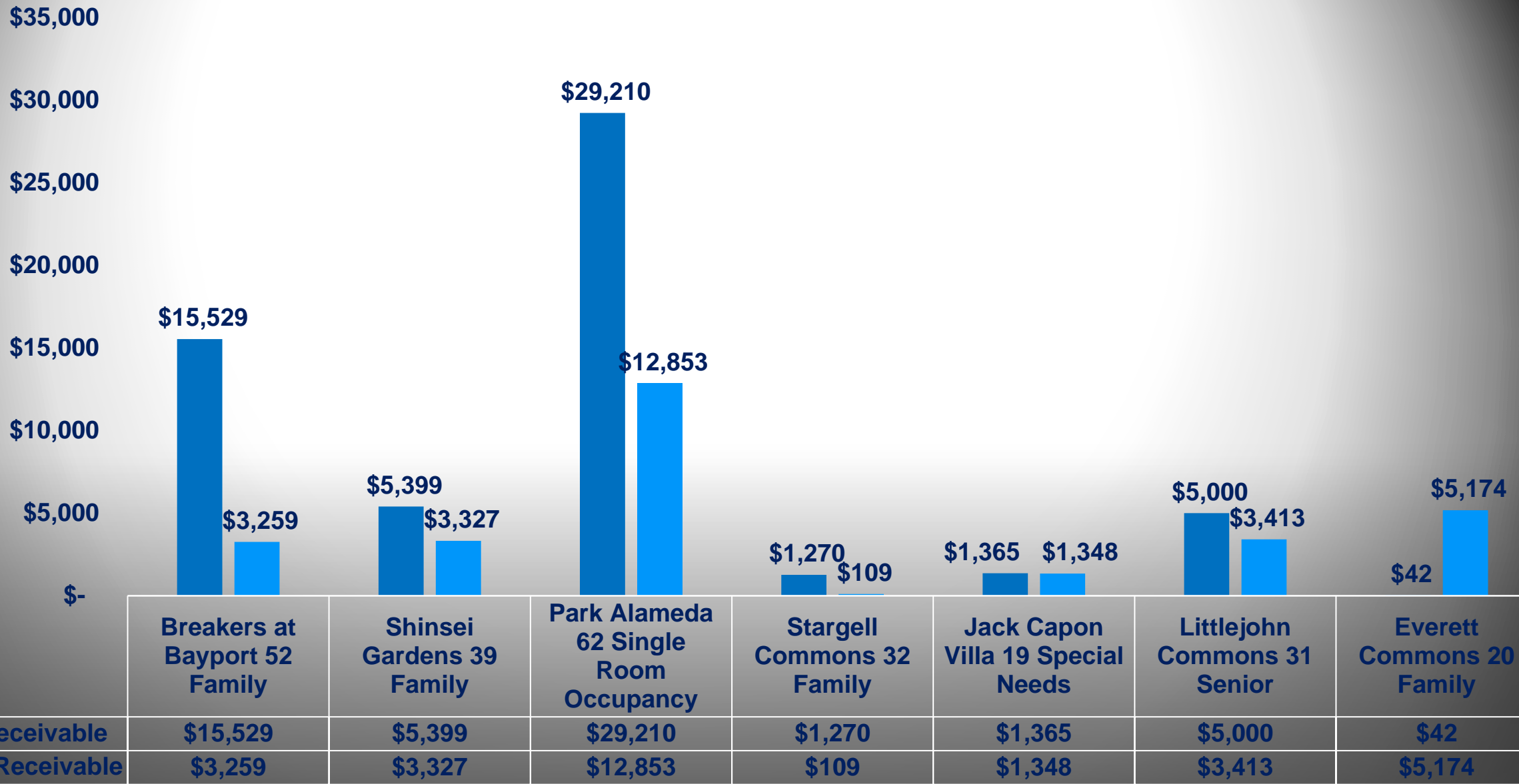
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$63,461	\$243,517	\$216,784	\$523,762
Budget (Bottom)	\$69,486	\$243,517	\$208,972	\$521,975

Portfolio Performance



	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$1,152,594	\$1,046,998	\$2,555,968	\$4,755,560
Budget (Bottom)	\$856,749	\$1,046,998	\$2,711,343	\$4,615,090

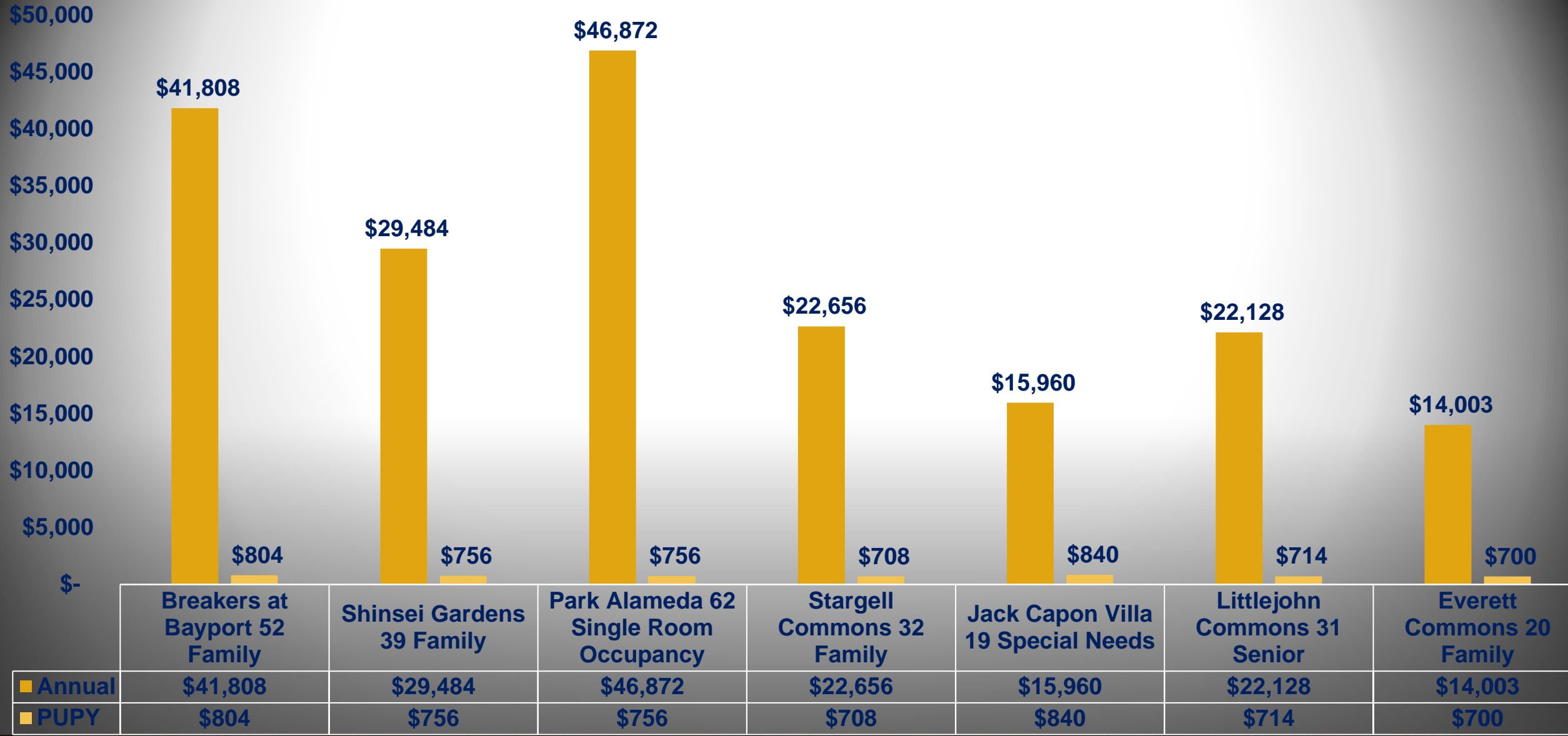
Tenant Receivables



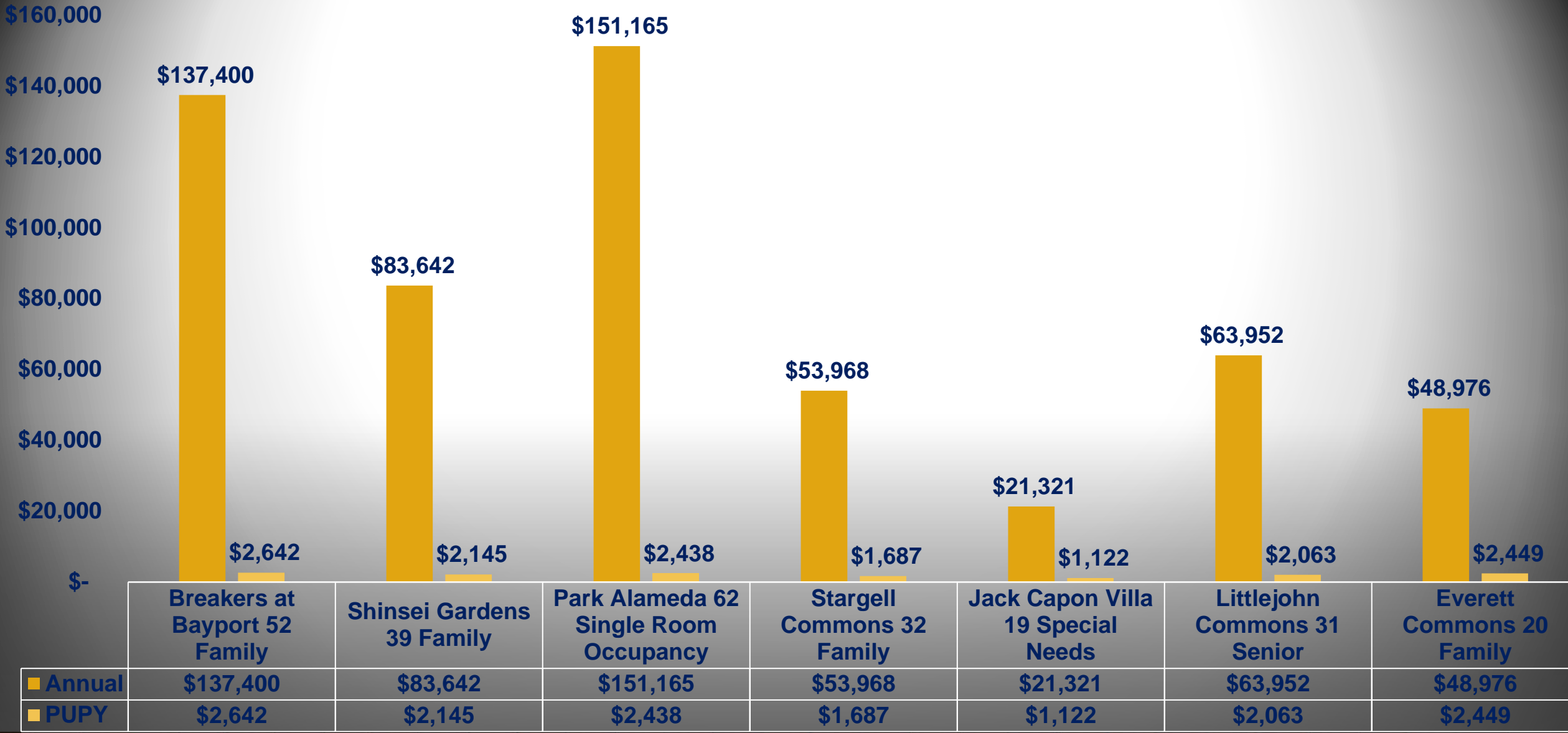
■ Tenant Receivable
■ Subsidy Receivable

Breakers at Bayport 52 Family	\$15,529	\$5,399	\$29,210	\$1,270	\$1,365	\$5,000	\$42
Shinsei Gardens 39 Family	\$3,259	\$3,327	\$12,853	\$109	\$1,348	\$3,413	\$5,174

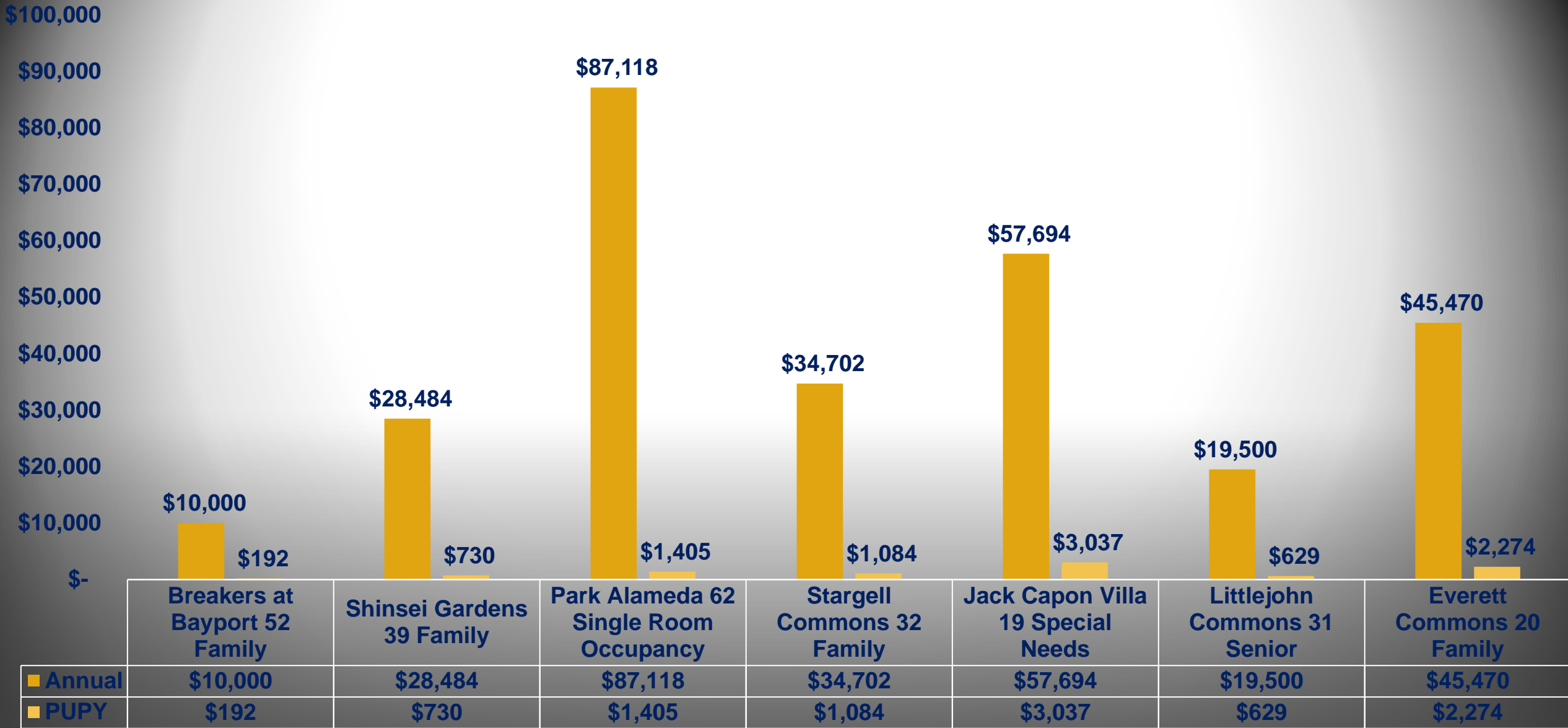
Property Management Fees



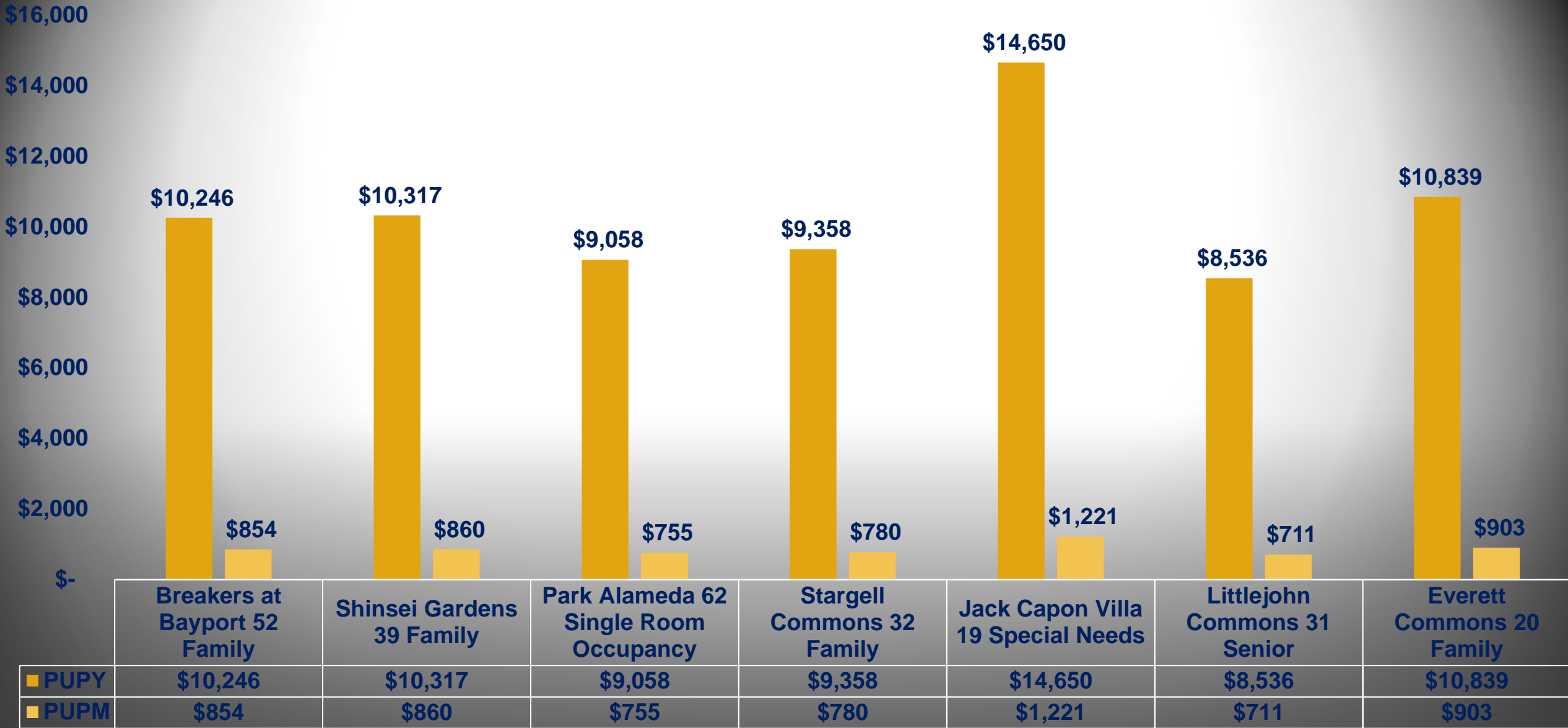
Property Staff Salaries and Benefits



Resident Services

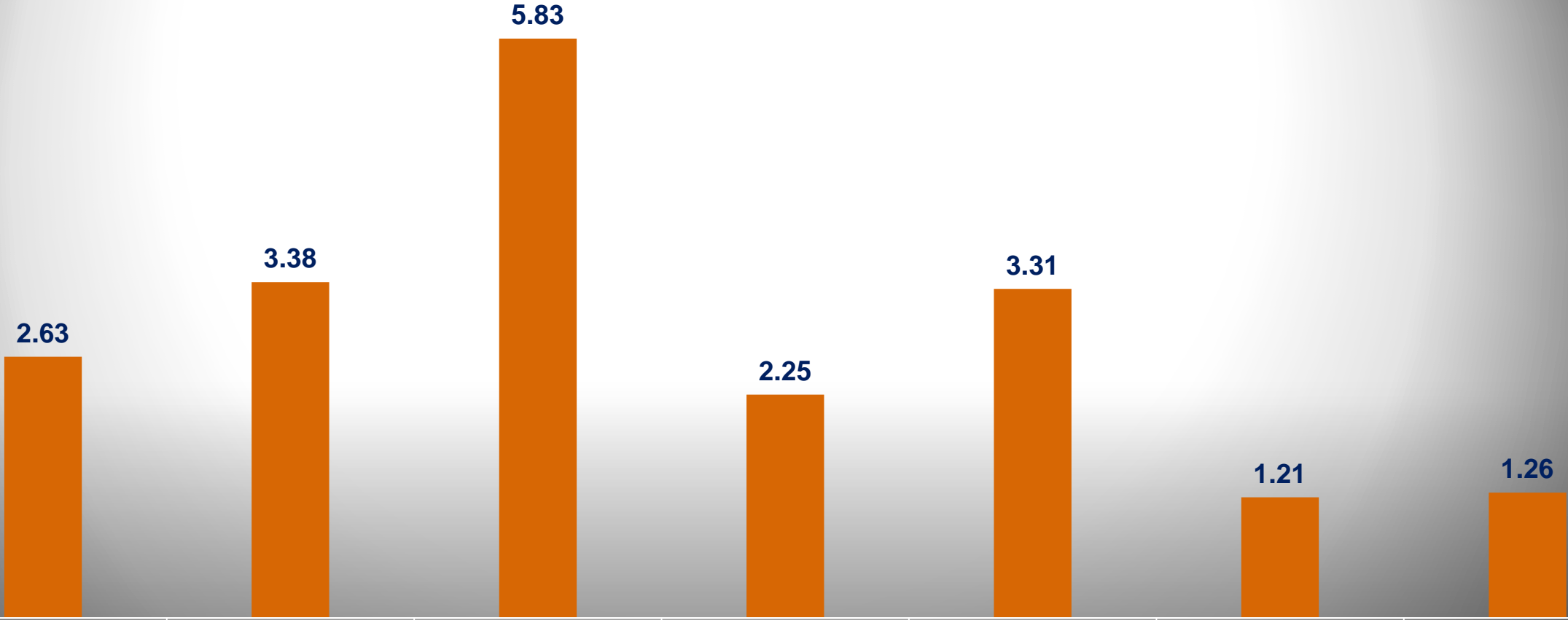


Operating Expense PUPY (Operating Expense/ Unit)



Debt Service Coverage Ratio (Debt Service/ Total Operating Income)

7.00
6.00
5.00
4.00
3.00
2.00
1.00
0.00



	Breakers at Bayport 52 Family	Shinsei Gardens 39 Family	Park Alameda 62 Single Room Occupancy	Stargell Commons 32 Family	Jack Capon Villa 19 Special Needs	Littlejohn Commons 31 Senior	Everett Commons 20 Family
DSCR	2.63	3.38	5.83	2.25	3.31	1.21	1.26

Reserve Balances

\$700,000
 \$600,000
 \$500,000
 \$400,000
 \$300,000
 \$200,000
 \$100,000
 \$-



■ Replacement Reserve	\$381,783	\$246,003	\$324,303	\$56,088	\$112,600	\$27,125	\$16,000
■ Reserve/ Unit	\$7,342	\$6,308	\$5,231	\$1,753	\$5,926	\$875	\$800
■ Operating Reserve	\$217,997	\$596,110	\$328,865	\$303,890	\$110,329	\$245,668	\$50,068
■ Reserve/ Unit	\$4,192	\$15,285	\$5,304	\$9,497	\$5,807	\$7,925	\$2,503
■ Other Reserve	\$11,833	\$109,156	\$96,299	\$100,194	\$22,296		\$13,869
■ Reserve/ Unit	\$228	\$2,799	\$1,553	\$3,131	\$1,173		\$693

Thank you!



**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: Cheley Quiambao, Asset Manager

Date: November 17, 2021

Re: Accept the LIHTC Portfolio Asset Management Fiscal Year to Date
Financial Report through the Month of September 2021.

BACKGROUND

The portfolio includes seven Low Income Housing Tax Credit (LIHTC) Partnership properties: Breakers at Bayport, Shinsei Gardens, Park Alameda, Jack Capon Villa, Littlejohn Commons, Stargell Commons, and Everett Commons. The projects were built between 2006 and 2018 with a cumulative unit count of 255 units (80% family, 12% senior, and 8% special needs), of which, 50% of the units are supported by a combination of various Section 8 rental subsidy programs (Project Based Voucher, Housing Choice Voucher, and Veterans Affairs Supportive Housing.)

The Housing Authority of the City of Alameda (AHA) owns all the land; thus, all partnerships include a land lease, and AHA's role varies from Co-General Partner (Co-GP), General Partner (GP), and Special Limited Partner. Island City Development (ICD) is the developer for Littlejohn Commons and Everett Commons and co-developer for Stargell Commons.

DISCUSSION

This memo provides an overview of the Low-Income Housing Tax Credit (LIHTC) partnership properties' year- to- date financial report through the month of September 2021. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes.

Breakers at Bayport- 459 Neptune Gardens Avenue

Breakers at Bayport is a 52-unit Low Income Housing Tax Credit (LIHTC) development for families. Resources for Community Development (RCD) is the General Partner (GP) and Housing Authority of the City of Alameda (AHA) is the land-owner. John Stewart Company (JSCo) provides property management services. Operation Dignity provides



resident services. The project was placed in service on March 29, 2006.

Unit matrix: 2Bed- 34 units, 3Bed- 18 units. Income and rent limits are set at 50%-60% ami. The project receives Section 8 PBV rental subsidy (20 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$775,454, which is 1% (\$8,297) higher than budget.

-Occupancy is at 100%. 0 unit/s vacant.

-Tenant Receivables is \$28,360 (of which \$25,255 is covid-related) and Subsidy Receivables is \$0. Per RCD, they assist residents with applying for the Emergency Rental Assistance Program (ERAP). They recently received \$18,000 of ERAP funds and significantly reduced the Tenant Receivables balance.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$415,447, which is 4% (\$17,592) higher than budget, and is at \$7,989 Per Unit Per Year or \$666 Per Unit Per Month. Primary cause of the variance is water intrusion and mold remediation and repair in a unit (\$20k.)

-Total Operating Income is \$360,006, which is 3% (\$8,542) lower than budget.

-Mandatory hard debt service and reserve deposits requirement is \$136,762 and Debt Service Coverage Ratio is 2.63.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$223,244, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-The Limited Partner (US Bank) exit is in the final stages of negotiations between US Bank and CalHFA. No closing date provided at this time.

-No other extraordinary events have occurred to report at this time.

Shinsei Gardens- 401 Willie Stargell Avenue

Shinsei Gardens is a 39-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP and AHA is the land-owner. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service on September 03, 2009.

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units, 4Bed- 3 units. Income and rent limits are set at 20%-60% ami. The project receives Section 8 PBV rental subsidy (21 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$715,303, which is 6% (\$41,798) higher than budget.

-Occupancy is at 97%. 1 unit/s vacant.

-Tenant Receivables is \$4,235 and Subsidy Receivables is \$17,961. Per RCD, the high balance in Subsidy Receivables is an accounting issue, where funds were received by

the property but have not been applied to the appropriate ledgers accounts. They will make all necessary adjustments to the ledgers for the yearend closing.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$308,057, which is 11% higher than budget, and is at \$7,899 Per Unit Per Year or \$658 Per Unit Per Month. Primary cause of the variance is appliance replacement (\$10k), water heater replacement (\$6k), EBMUD wet weather facilities charge, and an insurance event.

-Total Operating Income is \$407,246, which is 3% higher than budget.

-Mandatory hard debt service (\$0) and reserve deposits requirement is \$27,032 and Debt Service Coverage Ratio is 15.07.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$380,214, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-An oven fire in a unit caused fire and water damage. Total cost of remediation and repair summed up to \$69k. Of which, \$52k has been reimbursed.

-No other extraordinary events have occurred to report at this time.

Park Alameda- 2428 Central Avenue

Park Alameda is a 62-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the managing Co-GP and Island City Development (ICD) is the Co-GP. JSCo provides property management services. Operation Dignity provides resident services. The project was placed in service on December 27, 2012.

Unit matrix: 0Bed- 61 units, 2Bed- 1 unit. Income and rent limits are set at 50%-120% ami. The project receives Section 8 PBV rental subsidy (15 units).

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$570,756, which is 0.70% (\$3,995) lower than budget.

-Occupancy is at 94%. 4 unit/s vacant.

-Tenant Receivables is \$90,232 (of which \$24,380 is covid-related) and Subsidy Receivables is \$0. Per RCD, they assist residents with applying for the Emergency Rental Assistance Program (ERAP). They have 19 applications and are expecting to at least have half approved and collected by yearend.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$458,483, which is 6% (\$27,907) higher than budget, and is at \$7,395 Per Unit Per Year or \$616 Per Unit Per Month. Primary cause of variance is reasonable accommodation for roll-in showers (\$10k), fire alarm panel went down and an upgrade to the dialer was necessary, additional staffing during the repair, and services payroll timing issue.

-Total Operating Income is \$112,273, which is 22% (\$31,901) lower than budget.

-Mandatory hard debt service (\$0) and reserve deposits requirement is \$23,948 and Debt Service Coverage Ratio is 4.69.

- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$88,325, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- No extraordinary events have occurred to report at this time.

Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP and ICD is the Sp-LP. JSCo provides property management services. Operation Dignity provides resident services. The project was built in May 2017.

Unit matrix: 1Bed- 5 units, 2Bed- 17 units, 3Bed- 10 units. Income and rent limits are set at 30%-60% ami. The project receives Section 8 PBV rental subsidy (7 units).

- Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$420,470, which is 2% (\$7,346) lower than budget.
- Occupancy is at 97%. 1 unit/s vacant.
- Tenant Receivables is \$0 and Subsidy Receivables is \$0.
- Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$249,105, which is 0.17% (\$426) lower than budget, and is at \$7,785 Per Unit Per Year or \$649 Per Unit Per Month.
- Total Operating Income is \$171,365, which is 4% (\$6,919) lower than budget.
- Mandatory hard debt service and reserve deposits requirement is \$83,494 and Debt Service Coverage Ratio is 2.05.
- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$87,871, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- No extraordinary events have occurred to report at this time.

Jack Capon Villa- 2216 Lincoln Avenue

Jack Capon Villa is a 19-unit Low Income Housing Tax Credit (LIHTC) development for Persons with Developmental Disabilities. Satellite Affordable Housing Associates (SAHA) is the managing Co-GP and AHA is the Co-GP. SAHA Property Management provides property management services. Housing Consortium East Bay (HCEB) provides resident services. The project was placed in service on January 09, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 units. Income and rent limits are set at 50% ami. The project receives Section 8 PBV rental subsidy (19 units).

- Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$345,340, which is 6% (\$19,768) higher than budget.

- Occupancy is at 100%. 0 unit/s vacant.
 - Tenant Receivables is \$5,709 and Subsidy Receivables is \$5,683.
 - Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$223,823, which is 15% (\$41,253) lower than budget, and is at \$11,780 Per Unit Per Year or \$982 Per Unit Per Month. Primary cause of the variance is unused budgeted line items such as bad debt allowance, trainings/ conference, and unit repairs/ replacement. Services expense didn't hit the books til the following month.
 - Total Operating Income is \$121,517, which is 100% (\$61,021) higher than budget.
 - Mandatory hard debt service and reserve deposits requirement is \$30,028 and Debt Service Coverage Ratio is 4.05.
- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$91,489, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.
- The property budgeted conservatively without rent increase and included operating expense that may not be utilized. Hence explains the positive variance in revenue and operating expense.

Littlejohn Commons- 1301 Buena Vista Avenue

Littlejohn Commons is a 31-unit Low Income Housing Tax Credit (LIHTC) development for Seniors. ICD is the GP. JSCo provides property management services. LifeSteps provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit. Income and rent limits are set at 30%-50% ami. The project receives Section 8 PBV rental subsidy (25 units).

- Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$496,309, which is 2% (\$12,006) lower than budget.
- Occupancy is at 100 %. 0 unit/s vacant.
- Tenant Receivables is \$8,250 (of which \$8,250 is covid- related) and Subsidy Receivables is \$916. Per JSCo, they assist residents with applying for the Emergency Rental Assistance Program (ERAP).
- Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$193,786, which is 4% (\$6,884) higher than budget, and is at \$6,251 Per Unit Per Year or \$521 Per Unit Per Month. Primary cause of the variance is elevator maintenance, fire protection system maintenance, and unit repairs.
- Total Operating Income is \$302,523, which is 6% (\$18,890) lower than budget.
- Mandatory hard debt service and reserve deposits requirement is \$189,003 and Debt Service Coverage Ratio is 1.60.
- Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$113,520, which will be distributed per the waterfall in

accordance with the LPA, lender, and regulatory agreements.

-Staff is working with JSCo to reduce variance, maximize revenue, and implement cost-savings strategies.

-No other extraordinary events have occurred to report at this time.

Everett Commons- 2437 Eagle Avenue

Everett Commons is a 20-unit Low Income Housing Tax Credit (LIHTC) development project for families. ICD is the GP. JSCo provides property management services. LifeSteps provides resident services. The project was placed in service on December 17, 2018.

Unit matrix: 1Bed- 4 units, 2Bed- 11 units, 3Bed- 5 units. Income and rent limits are set at 30%-60% ami. The project receives Section 8 PBV rental subsidy (12 units) and VASH PBV rental subsidy (5 units.)

-Total Operating Revenue includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts. Total Operating Revenue is \$417,533, which is 2% (\$8,174) higher than budget.

-Occupancy is at 100 %. 0 unit/s vacant.

-Tenant Receivables is \$805 and Subsidy Receivables is \$9,238. High Subsidy Receivables is requiring an accounting adjustment of stale data. Staff will work with JSCo to make all necessary adjustments to the ledgers for the yearend closing.

-Operating Expense includes marketing, administrative, property management fee, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services. Total Operating Expense is \$188,866, which is 14% (\$22,876) higher than budget, and is at \$9,443 Per Unit Per Year or \$787 Per Unit Per Month.

-Total Operating Income is \$228,667, which is 6% (\$14,703) lower than budget. Primary cause of the variance is legal expenses, fire protection system maintenance, and plumbing issue. We are advising JSCo to find savings from other line items to make up for increased expenses.

-Mandatory hard debt service and reserve deposits requirement is \$184,610 and Debt Service Coverage Ratio is 1.24.

-Total Net Cash Flow or Surplus Cash/ Residual Receipts, after mandatory hard debt service and reserve deposits is \$44,057, which will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

-There had been a series of plumbing issues, where pipes burst. A licensed plumber diagnosed that the boiler temperature was set too high and caused the pipes to be fragile. This resulted in a significant increase in operating expenses, though it is not expected to carry over to the next fiscal year.

-Staff is working with JSCo to reduce variance, maximize revenue, and implement cost-savings strategies.

-No other extraordinary events have occurred to report at this time.

Overall, the portfolio is performing strong and stabilized. All the assets are able to fulfill mandatory hard debt service and deposit reserves with debt service coverage ratio

averaging at 2.52, ranging from 1.24 to 15.07. Also, all assets produce surplus cash/residual receipts for distribution. Reserve balances are attached.

FISCAL IMPACT

None.

CEQA

N/A

RECOMMENDATION

Accept the LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of September 2021.

ATTACHMENTS

1. LIHTC Portfolio Snapshot 0921
2. LIHTC Portfolio Asset Management Fiscal Year to Date Report through September 2021 Presentation

Respectfully submitted,

A handwritten signature in black ink that reads "Cheley Quiambao". The signature is written in a cursive, flowing style.

Cheley Quiambao, Asset Manager

LIHTC Portfolio Financial Performance
01/21-09/21

	Breakers at Bayport		Shinsei Gardens		Park Alameda		Stargell Commons		Jack Capon Villa		Littlejohn Commons		Everett Commons	
	Family 52 Budget	Actuals	Family 39 Budget	Actuals	Family 62 Budget	Actuals	Family 32 Budget	Actuals	Senior/ Sp 19 Budget	Actuals	Senior 31 Budget	Actuals	Family 20 Budget	Actuals
Rental Revenue	402,827	408,167	283,897	270,663	364,806	378,841	245,259	260,885	331,083	80,594	190,621	112,778	151,223	98,444
Subsidy Revenue	374,922	375,845	394,434	398,975	214,110	213,169	183,546	167,920	-	278,185	326,951	378,937	263,223	311,166
Vacancy Loss	(10,593)	(11,125)	(9,707)	(10,975)	(9,436)	(32,186)	(5,651)	(14,294)	(6,622)	(14,876)	(10,351)	3,967	(8,292)	5,162
Other Income		2,567	4,881	56,640	5,271	10,932	4,662	5,959	1,111	1,437	1,094	627	3,205	2,761
Total Operating Revenue	\$ 767,156	\$ 775,454	\$ 673,505	\$ 715,303	\$ 574,751	\$ 570,756	\$ 427,816	\$ 420,470	\$ 325,572	\$ 345,340	\$ 508,315	\$ 496,309	\$ 409,359	\$ 417,533
Administrative and Marketing	52,746	45,602	46,810	41,014	65,417	82,703	37,601	41,116	53,463	46,980	37,143	43,410	35,358	41,292
Property Management Fee	32,760	32,760	23,166	23,166	37,944	37,944	19,584	19,584	11,970	11,970	20,704	16,021	12,435	11,788
Payroll, Benefits, Taxes	100,779	101,813	52,936	51,891	131,296	104,151	53,824	51,522	23,678	23,543	57,267	50,117	37,514	36,942
Utilities	65,210	65,798	46,878	51,890	48,857	63,659	25,408	32,005	15,035	28,112	14,843	14,457	7,371	7,569
Operaring and Maintenance	89,609	108,860	69,081	74,238	57,949	63,920	48,984	41,571	88,867	52,846	22,428	41,177	21,026	41,486
Taxes and Insurance	49,250	53,114	38,412	41,956	37,215	40,232	35,812	38,141	21,814	20,542	20,131	14,281	17,808	15,628
Resident services	7,502	7,500	-	23,902	51,899	65,874	28,318	25,167	50,249	39,830	14,386	14,322	34,478	34,161
Total Operating Expense	\$ 397,855	\$ 415,447	\$ 277,283	\$ 308,057	\$ 430,577	\$ 458,483	\$ 249,531	\$ 249,105	\$ 265,076	\$ 223,823	\$ 186,901	\$ 193,786	\$ 165,990	\$ 188,866
Total Operating Income	\$ 369,301	\$ 360,006	\$ 396,222	\$ 407,246	\$ 144,174	\$ 112,273	\$ 178,285	\$ 171,365	\$ 60,496	\$ 121,517	\$ 321,414	\$ 302,523	\$ 243,370	\$ 228,667
Debt Service, Reserve Depos	137,515	136,762	28,587	27,032	23,948	23,948	83,596	83,494	30,024	30,028	189,003	189,003	182,956	184,610
Net cash flow	\$ 231,786	\$ 223,244	\$ 367,635	\$ 380,214	\$ 120,226	\$ 88,325	\$ 94,689	\$ 87,871	\$ 30,472	\$ 91,489	\$ 132,411	\$ 113,520	\$ 60,414	\$ 44,057
Debt Service Coverage Ratio	2.69	2.63	13.86	15.07	6.02	4.69	2.13	2.05	2.01	4.05	1.70	1.60	1.33	1.24
Operating Expense PUPY	\$ 7,651	\$ 7,989	\$ 7,110	\$ 7,899	\$ 6,945	\$ 7,395	\$ 7,798	\$ 7,785	\$ 13,951	\$ 11,780	\$ 6,029	\$ 6,251	\$ 8,299	\$ 9,443
Operating Expense PUPM	\$ 638	\$ 666	\$ 592	\$ 658	\$ 579	\$ 616	\$ 650	\$ 649	\$ 1,163	\$ 982	\$ 502	\$ 521	\$ 692	\$ 787

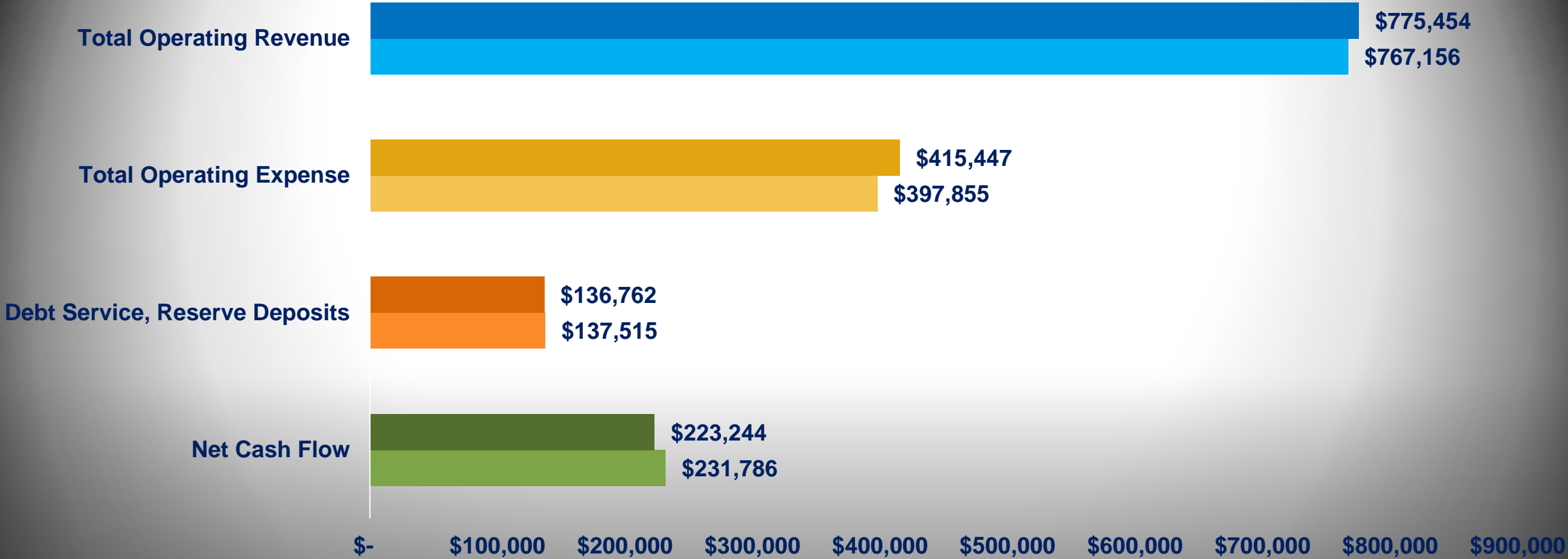
LIHTC PORTFOLIO ASSET MANAGEMENT REPORT YEAR- TO- DATE THROUGH SEPTEMBER 2021

**PREPARED BY
CHELEY QUIAMBAO
ASSET MANAGER**

LIHTC PORTFOLIO

**Breakers at Bayport
Shinsei Gardens
Park Alameda
Stargell Commons
Jack Capon Villa
Littlejohn Commons
Everett Commons**

Breakers at Bayport 52 Family



	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$223,244	\$136,762	\$415,447	\$775,454
Budget (Bottom)	\$231,786	\$137,515	\$397,855	\$767,156

Shinsei Gardens 39 Family



\$- \$100,000 \$200,000 \$300,000 \$400,000 \$500,000 \$600,000 \$700,000 \$800,000

	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$380,214	\$27,032	\$308,057	\$715,303
Budget (Bottom)	\$367,635	\$28,587	\$277,283	\$673,505

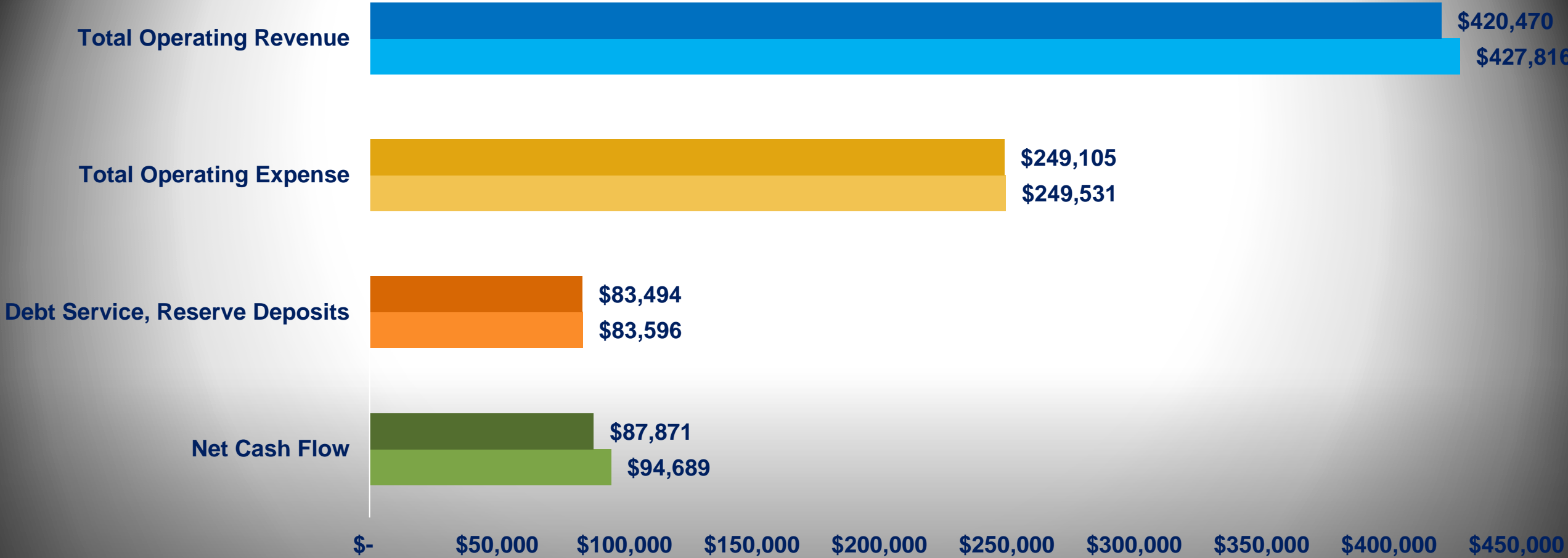
Park Alameda 62 Family



\$- \$100,000 \$200,000 \$300,000 \$400,000 \$500,000 \$600,000 \$700,000

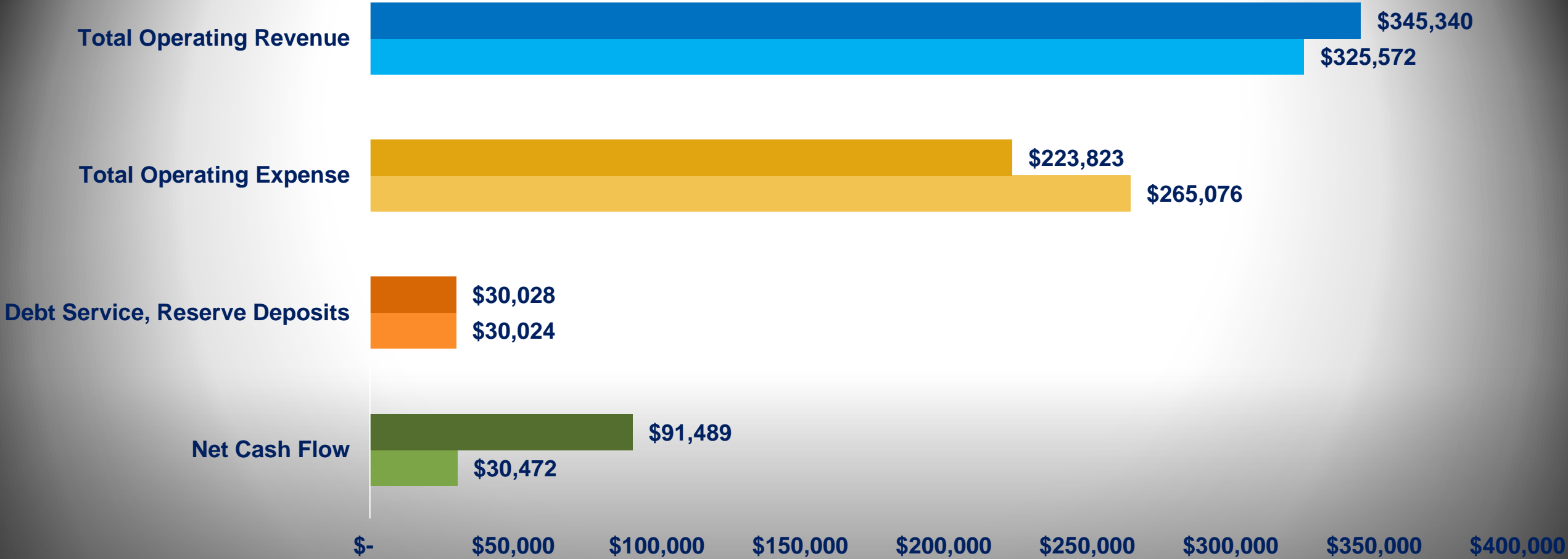
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$88,325	\$23,948	\$458,483	\$570,756
Budget (Bottom)	\$120,226	\$23,948	\$430,577	\$574,751

Stargell Commons 32 Family



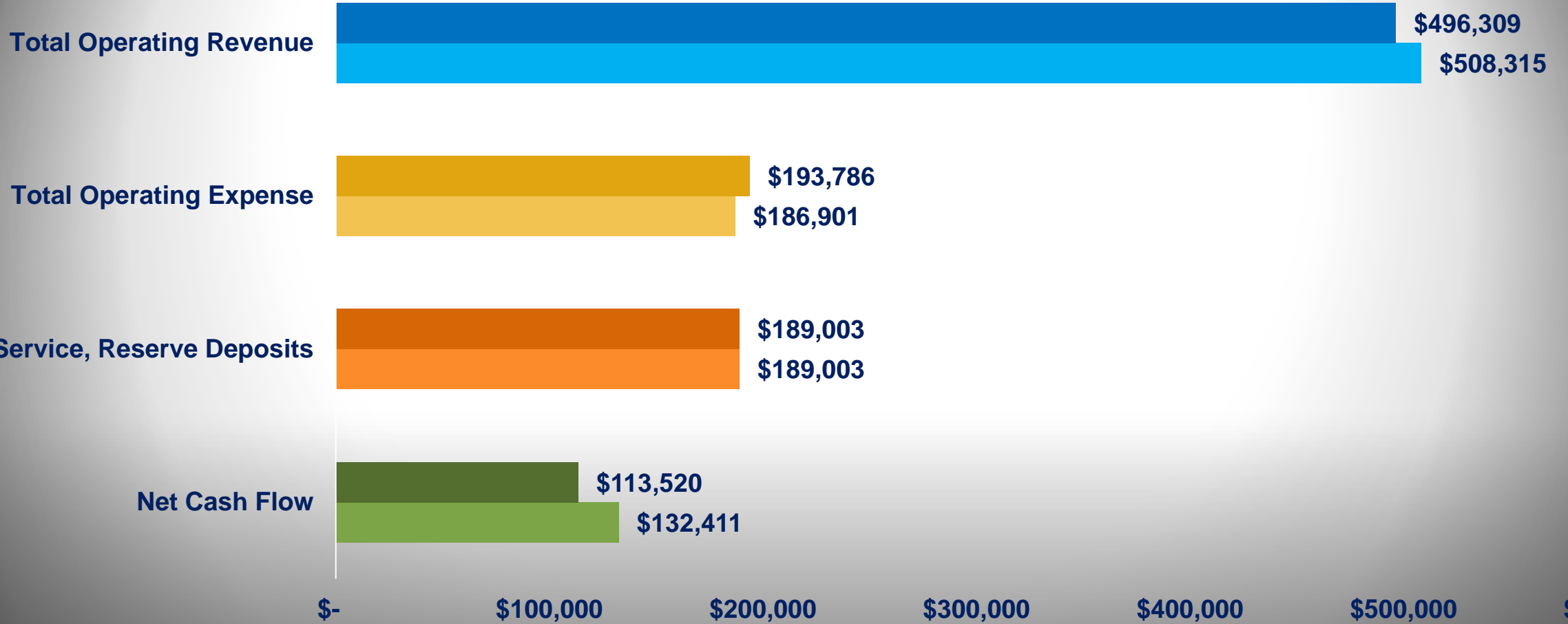
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$87,871	\$83,494	\$249,105	\$420,470
Budget (Bottom)	\$94,689	\$83,596	\$249,531	\$427,816

Jack Capon Villa 19 Special Needs



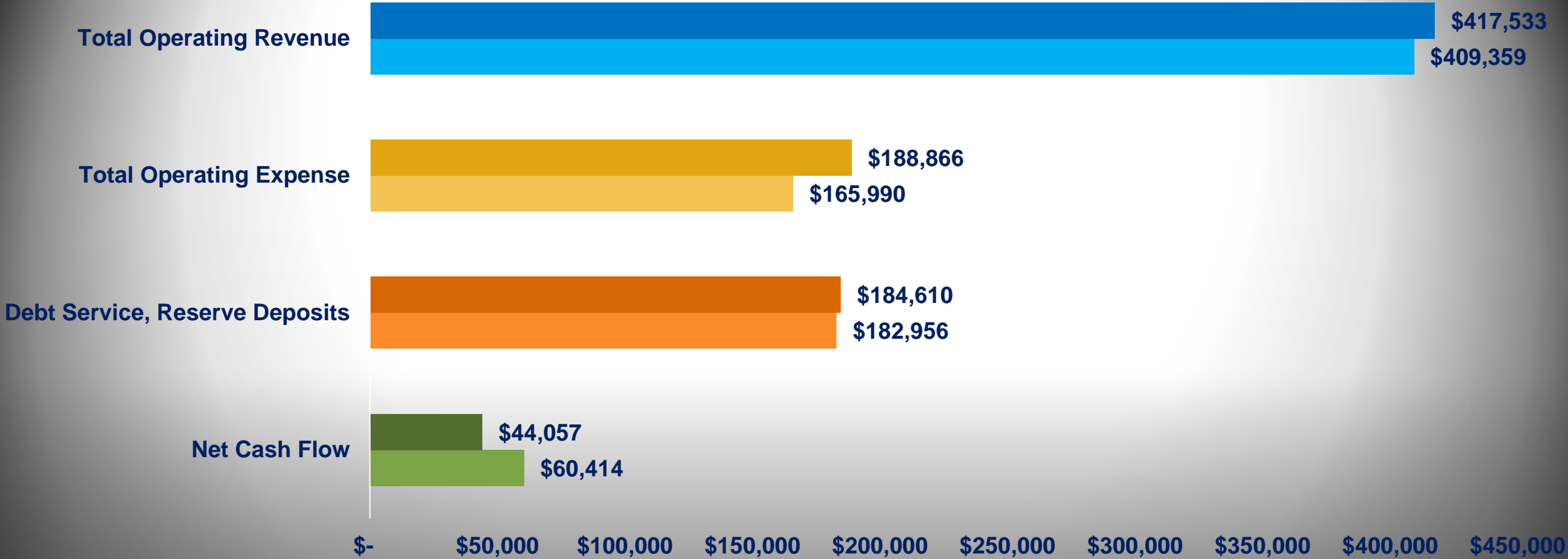
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$91,489	\$30,028	\$223,823	\$345,340
Budget (Bottom)	\$30,472	\$30,024	\$265,076	\$325,572

Littlejohn Commons 31 Senior



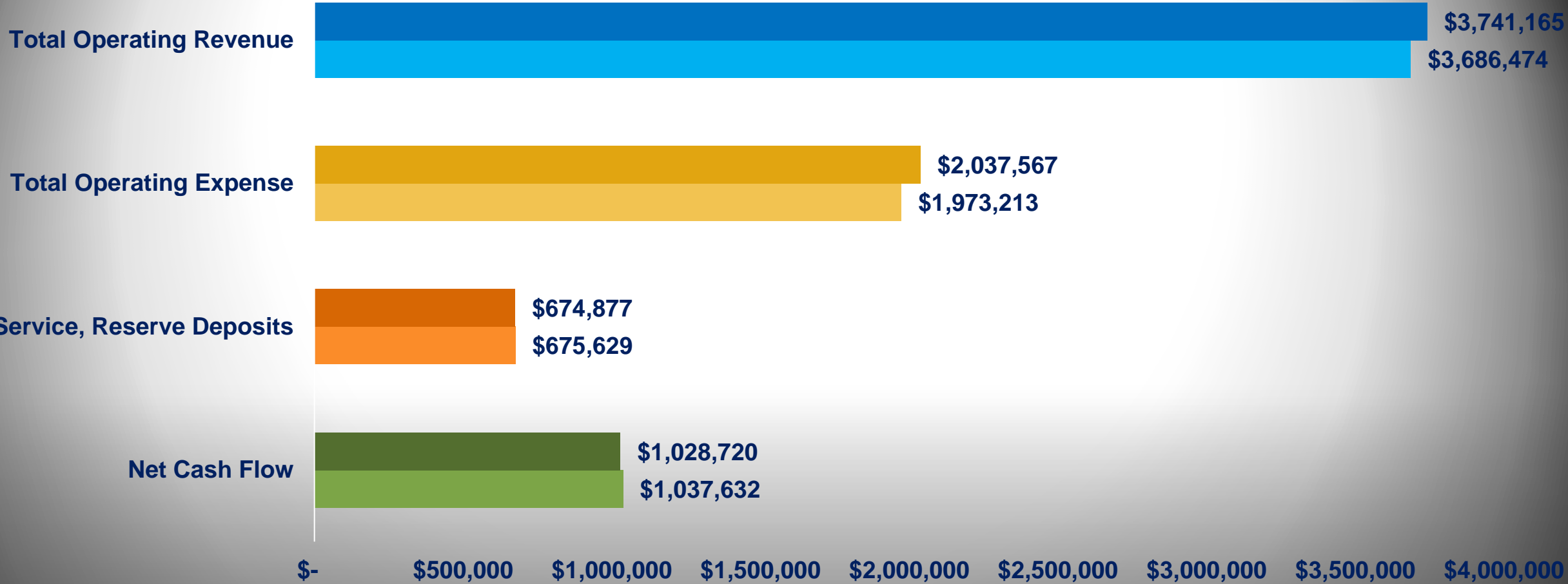
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$113,520	\$189,003	\$193,786	\$496,309
Budget (Bottom)	\$132,411	\$189,003	\$186,901	\$508,315

Everett Commons 20 Family



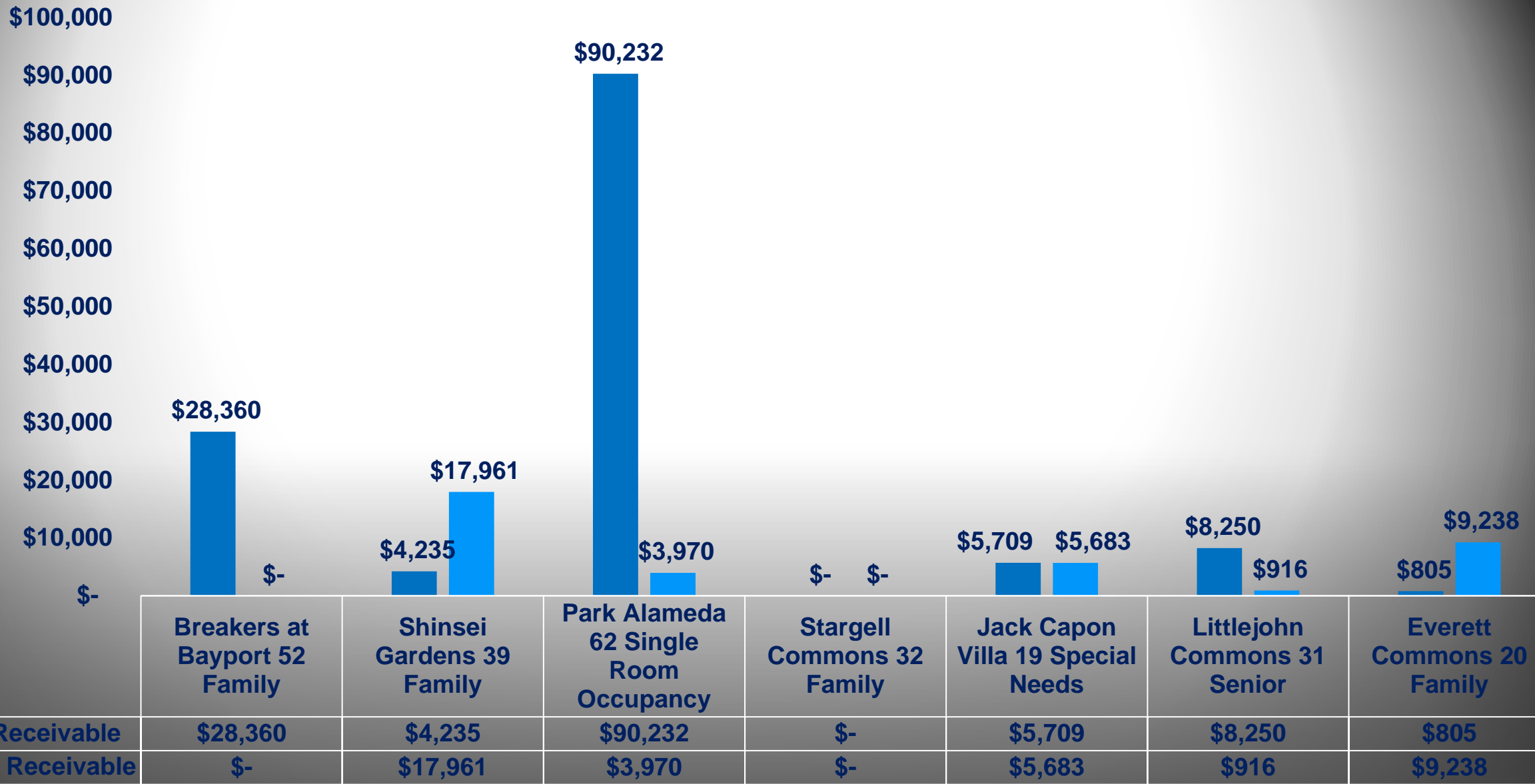
	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$44,057	\$184,610	\$188,866	\$417,533
Budget (Bottom)	\$60,414	\$182,956	\$165,990	\$409,359

Portfolio Performance

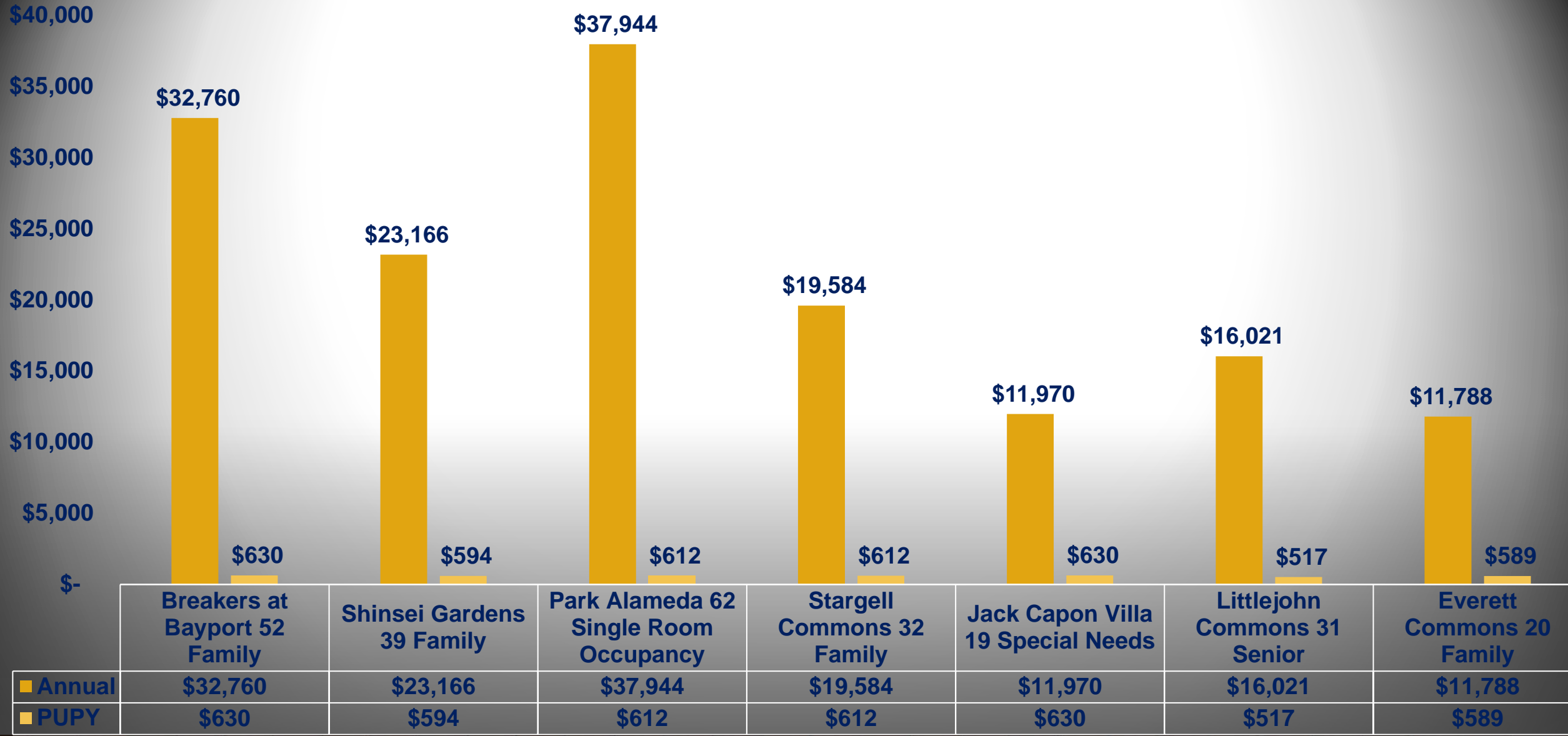


	Net Cash Flow	Debt Service, Reserve Deposits	Total Operating Expense	Total Operating Revenue
Actual (Top)	\$1,028,720	\$674,877	\$2,037,567	\$3,741,165
Budget (Bottom)	\$1,037,632	\$675,629	\$1,973,213	\$3,686,474

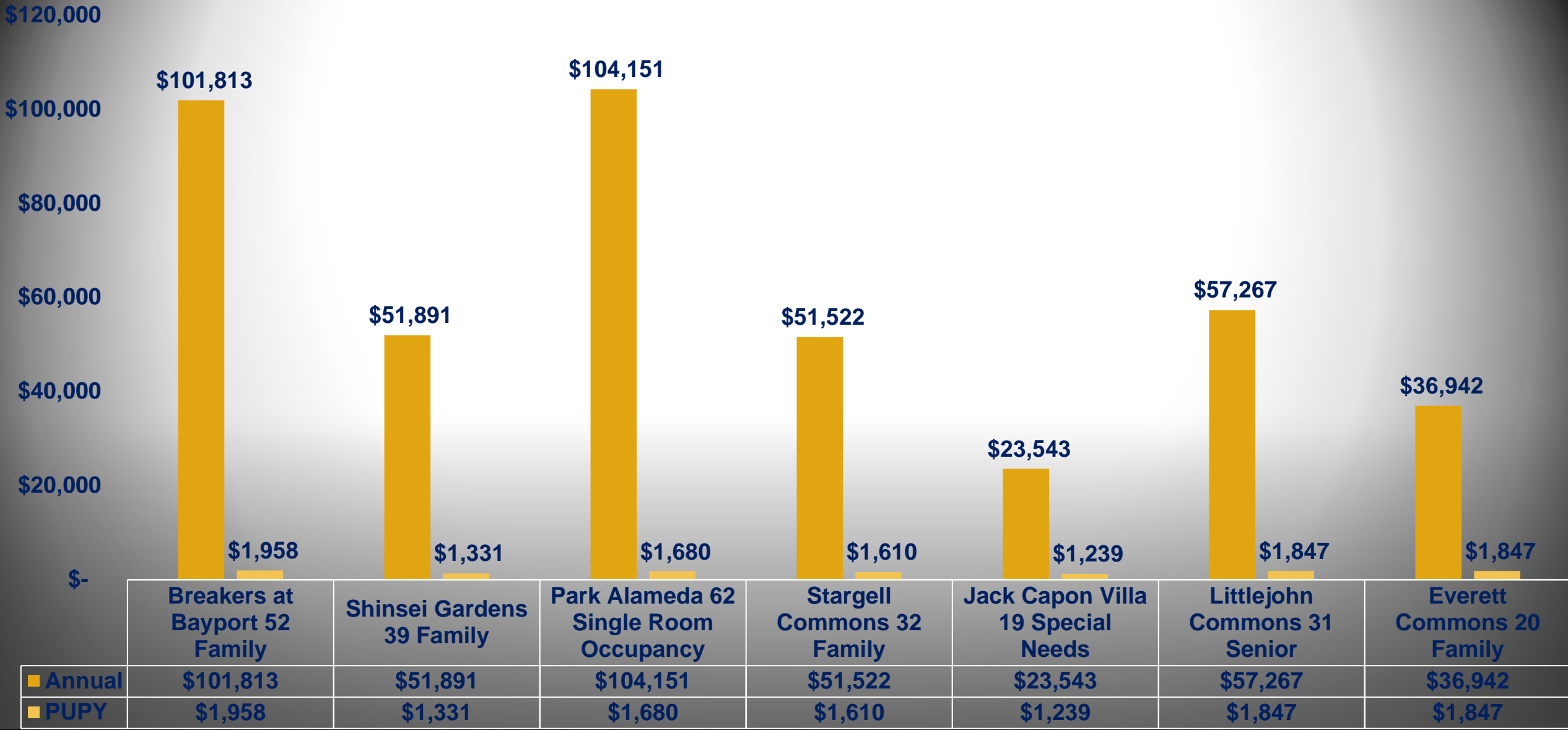
Tenant Receivables



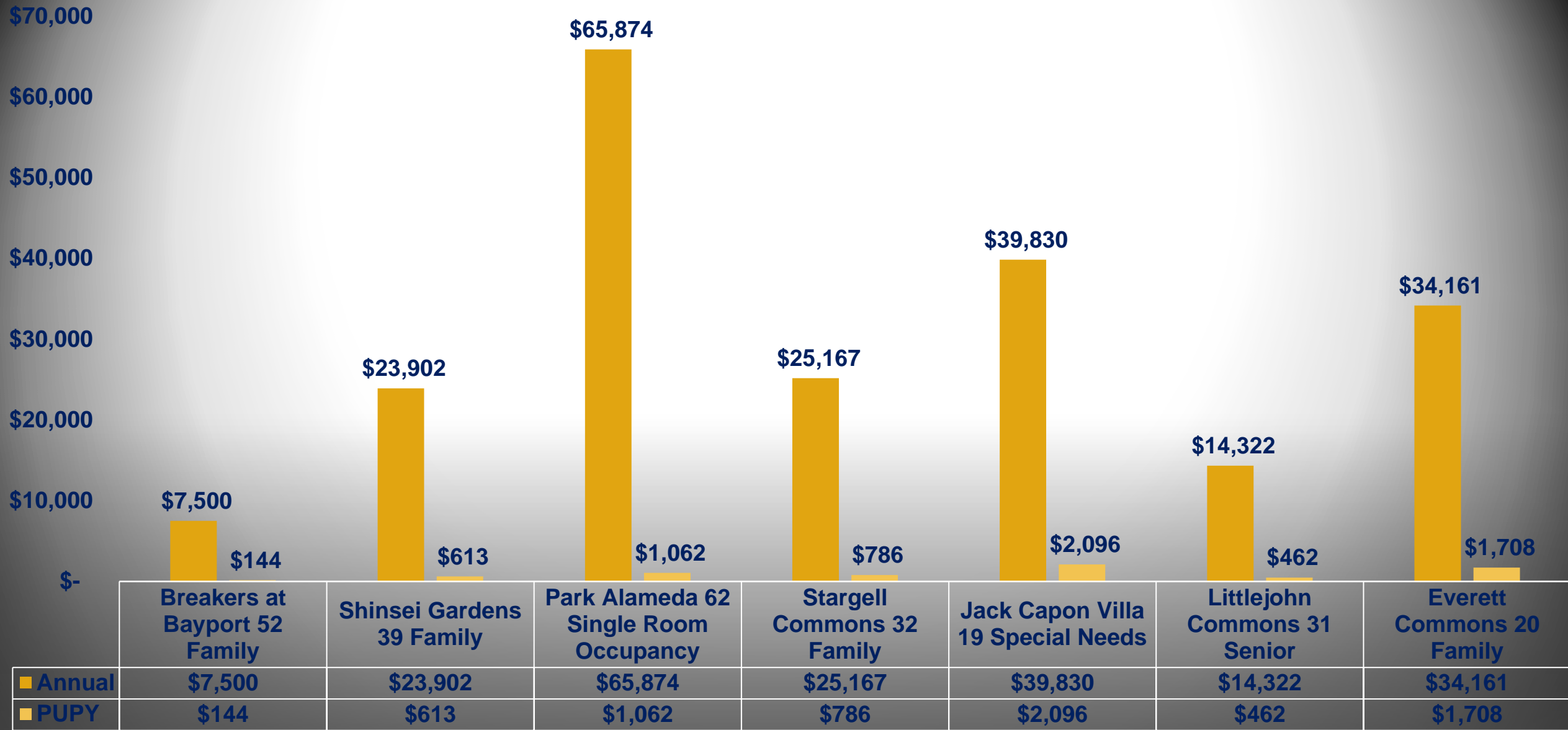
Property Management Fees



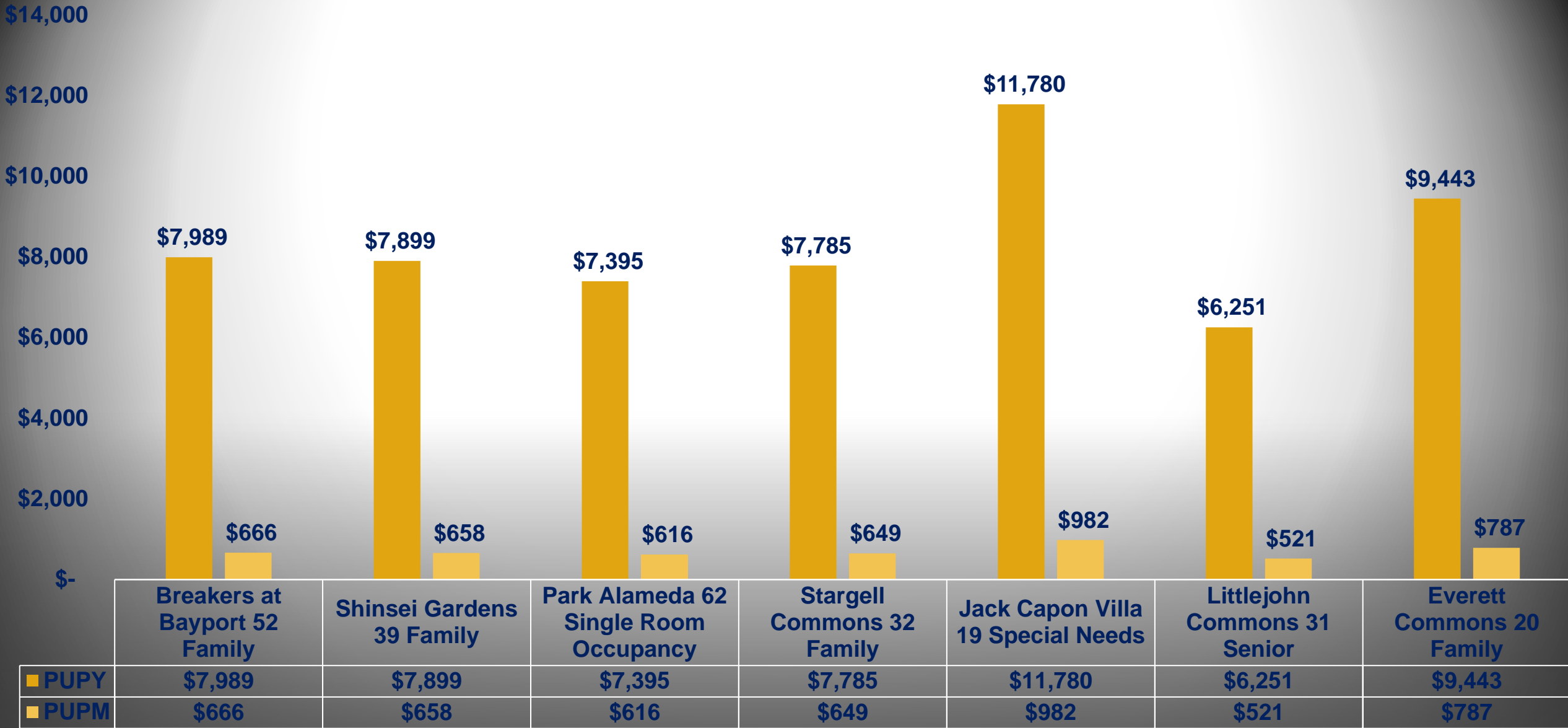
Property Staff Salaries and Benefits



Resident Services

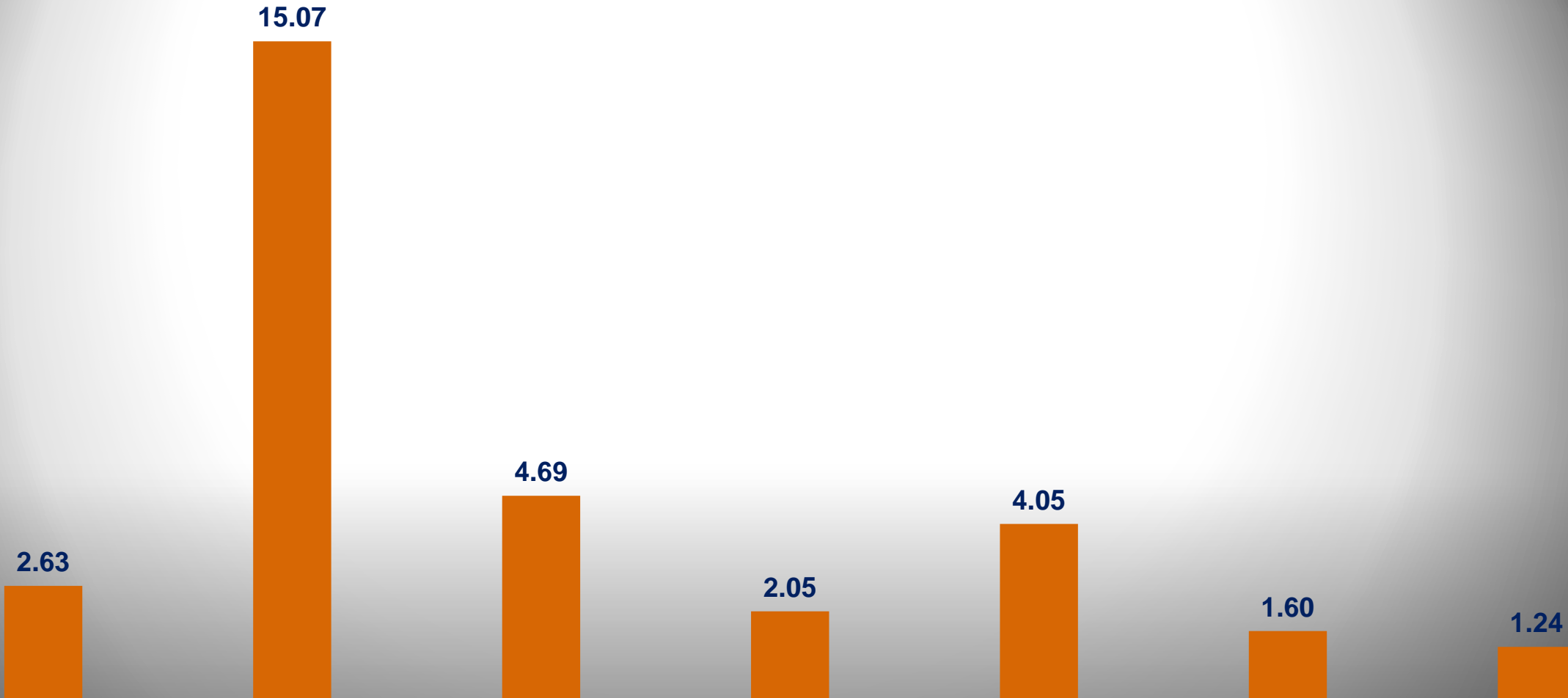


Operating Expense PUPY (Operating Expense/ Unit)



Debt Service Coverage Ratio (Debt Service/ Total Operating Income)

16.00
14.00
12.00
10.00
8.00
6.00
4.00
2.00
0.00



DSCR	2.63	15.07	4.69	2.05	4.05	1.60	1.24
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Reserve Balances

\$700,000
 \$600,000
 \$500,000
 \$400,000
 \$300,000
 \$200,000
 \$100,000
 \$-

	Breakers at Bayport 52 Family	Shinsei Gardens 39 Family	Park Alameda 62 Single Room Occupancy	Stargell Commons 32 Family	Jack Capon Villa 19 Special Needs	Littlejohn Commons 31 Senior	Everett Commons 20 Family
■ Replacement Reserve	\$565,324	\$261,997	\$348,363	\$70,564	\$121,159	\$38,750	\$25,000
■ Reserve/ Unit	\$10,872	\$6,718	\$5,619	\$2,205	\$6,377	\$1,250	\$1,250
■ Operating Reserve	\$218,322	\$596,333	\$328,975	\$201,925	\$110,336	\$245,668	\$50,087
■ Reserve/ Unit	\$4,199	\$15,291	\$5,306	\$6,310	\$5,807	\$7,925	\$2,504
■ Other Reserve	\$28,382	\$80,697	\$96,331	\$194,142	\$22,300		\$27,545
■ Reserve/ Unit	\$546	\$2,069	\$1,554	\$6,067	\$1,174		\$1,377

Thank you!



**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: November 17, 2021

Re: Accept the Monthly Development Report for North Housing, Authorize the Executive Director, or designee, to negotiate and execute Agreements to accept land from the City, Approve Resolution Authorizing the Executive Director or Designee to Enter into the Option Agreement and Ground Lease(s) for the projects within North Housing Block A.

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 Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. 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 to transfer 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. On August 17, 2020, the Planning Board approved the Development Plan, and on September 15, 2020, the City Council approved the Tentative Map.

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

DISCUSSION

On October 12, 2021, the Housing Authority hosted the virtual Investor and Development Partners Briefing for North Housing. AHA and ICD shared our vision and plan for North Housing and provided an opportunity for questions and answers to all attendees.



On October 20, 2021, the Board of Commissioners reviewed and approved the latest Memorandum of Understanding (MOU) and Term Sheet between the Housing Authority, APC, and Building Futures for the North Housing redevelopment.

Staff is procuring various consultants to prepare reports and studies in preparation for funding applications in 2022. Staff is working with the design team to address design review questions and comments received from the City's Planning Department.

AHA to Accept Remnant Land

Staff is working with the City's Public Works Department to obtain an excess portion of Mosley Avenue. The request to vacate an excess portion of Mosley Avenue was contemplated in both the Development Plan and Tentative Map application and subsequent approval by the City in 2020. The excess portion of land along Mosley Avenue from the City increased the total number of units to be built from 581 to 586. The excess land from the City is adjacent to the 90 PSH unit projects at North Housing Block A and it is necessary for the proposed Block A design. Furthermore, the excess land from the City would allow the Housing Authority to demonstrate site control for future funding applications for the projects within Block A. The North Housing project now has to go through this street vacation process so that the land can be conveyed from the City to the Housing Authority for development as contemplated in the tentative map review process. The resolution from Public Works is expected to go before the City Council in the next two months to recommend adopting the resolution vacating a portion of Mosley Avenue by summary vacation. There are no monetary considerations in the draft Public Works report recommending to convey the excess land from the City to the Housing Authority. If approved, a land conveyance agreement may need to be executed in order to accept the excess strip of land along Moseley Avenue from the City. Please refer to the attached preliminary legal description and plat map of the excess portion of Mosley Avenue (Attachment 1).

Surplus Land Act Waiver Approved by HCD

At the time of writing this Board memo, The California Department of Housing and Community Development (HCD) informed the Housing Authority that based on the documentation provided related to the North Housing Redevelopment, HCD concludes that the property is necessary for agency's use and thus is not "surplus land" pursuant to Government Code section 54221(b)(1). Therefore, the disposition of the property via a ground lease for the agency's use and operations is not subject to the Surplus Land Act. Please refer to the attached correspondence between AHA/Aleshire and Wynder LLP, our Special Counsel and HCD (Attachment 2).

HCD's determination would allow the Housing Authority to enter into Ground Lease(s) with ICD without being subject to public noticing and other requirements pursuant to the Surplus Land Act.

Option to Ground Lease for three projects/parcels at Block A

To help prepare for funding applications in 2022, staff seeks approval on a resolution for

an Option Agreement for North Housing Block A. The Housing Authority has previously supported other new construction affordable housing developments with a similar subsidized ground lease structure. The proposed terms are standard for other AHA ground leases that have been signed. Please refer to the attached Option Agreement and Resolution (Attachment 3 and 4 respectively).

Further details of the final Ground Lease(s) will be negotiated when all project financing has been confirmed and will be brought back to the Board of Commissioners for ratification.

FISCAL IMPACT

The Board previously authorized a predevelopment loan of \$6,238,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 90 units of permanent supportive housing. Funds are disbursed to ICD on an as-needed basis. The current available predevelopment loan balance is \$1,430,437. Please refer to the attached chart summarizing expenses through October 31, 2021 (Attachment 5).

Currently, there are no monetary considerations in the draft Public Works report recommending to convey the excess land from the City to the Housing Authority. Therefore, staff does not foresee any additional financial implications of accepting the land at this time. There may be some nominal holding costs increase, such as insurance and maintenance. Also, there is limited financial impact of the Ground Lease because the Housing Authority received the land at no cost for the express purpose of the North Housing project. For this reason, the ground lease is anticipated to have a subsidized, deferred payment.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Development Report for North Housing, Authorize the Executive Director, or designee, to negotiate and execute Agreements to accept land from the City, Approve Resolution Authorizing the Executive Director or Designee to Enter into the Option Agreement and Ground Lease(s) for the projects within North Housing Block A.

ATTACHMENTS

1. Attachment 1_ROW Vacation Request Legal Description and Plat Map
2. Attachment 2_HCD Determination Not Subject to SLA and Correspondence
3. Attachment 3_Resolution Ground Lease NH Block A
4. Attachment 4_Form of Option Agreement North Housing Block A
5. Attachment 5_North Housing Expenses Chart Through October 31, 2021

Respectfully submitted,

A handwritten signature in blue ink that reads "Tony Weng". The signature is written in a cursive style with a long horizontal stroke at the end.

Tony Weng, Senior Project Manager

Attachment 1_ROW Vacation Request Legal Description and Plat Map

JUNE 19, 2020
JOB NO.: 2551-000

**LEGAL DESCRIPTION
REMNANT PARCEL
CITY OF ALAMEDA PROPERTY
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN EXHIBIT "A-2" AS ROADWAY DEDICATION IN THAT CERTAIN QUITCLAIM DEED RECORDED MAY 30, 2019, AS DOCUMENT NO. 2019-100991 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED JUNE 29, 2015, AS DOCUMENT NO. 2015-179319 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID ROADWAY DEDICATION, SAID POINT BEING THE NORTHEASTERN CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED THAT CERTAIN QUITCLAIM DEED RECORDED MAY 30, 2019, AS DOCUMENT NO. 2019-100995 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 87°21'52" WEST 191.10 FEET,
- 2) ALONG THE ARC OF A TANGENT 378.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC DISTANCE OF 83.93 FEET,
- 3) ALONG THE ARC OF A REVERSE 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 15°21'25" WEST, THROUGH A CENTRAL ANGLE OF 103°27'25", AN ARC DISTANCE OF 45.14 FEET, AND
- 4) NORTH 88°06'00" WEST 26.60 FEET;

THENCE, LEAVING SAID BOUNDARY LINE, NORTH 02°00'52" EAST 43.65 FEET;

THENCE, ALONG THE ARC OF A TANGENT 10.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 98°29'20", AN ARC DISTANCE OF 17.19 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 334.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 10°30'12" WEST, THROUGH A CENTRAL ANGLE OF 09°23'50", AN ARC DISTANCE OF 54.78 FEET;

LEGAL DESCRIPTION

PAGE 2 OF 2

JUNE 19, 2020

JOB NO.: 2551-000

THENCE, ALONG THE ARC OF A REVERSE 275.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH $19^{\circ}54'02''$ EAST, THROUGH A CENTRAL ANGLE OF $17^{\circ}15'54''$, AN ARC DISTANCE OF 82.87 FEET;

THENCE, SOUTH $87^{\circ}21'52''$ EAST 185.52 FEET;

THENCE, SOUTH $02^{\circ}38'52''$ WEST 13.60 FEET TO SAID POINT OF BEGINNING.

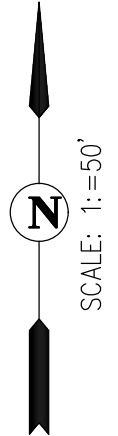
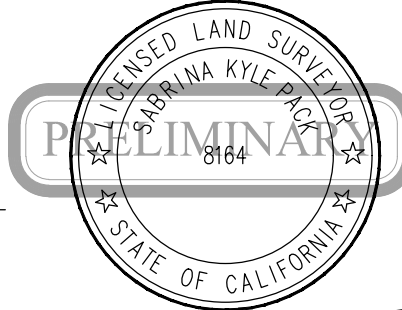
CONTAINING 6,113 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION**PRELIMINARY**

SABRINA KYLE PACK, P.L.S.

L.S. NO. 8164

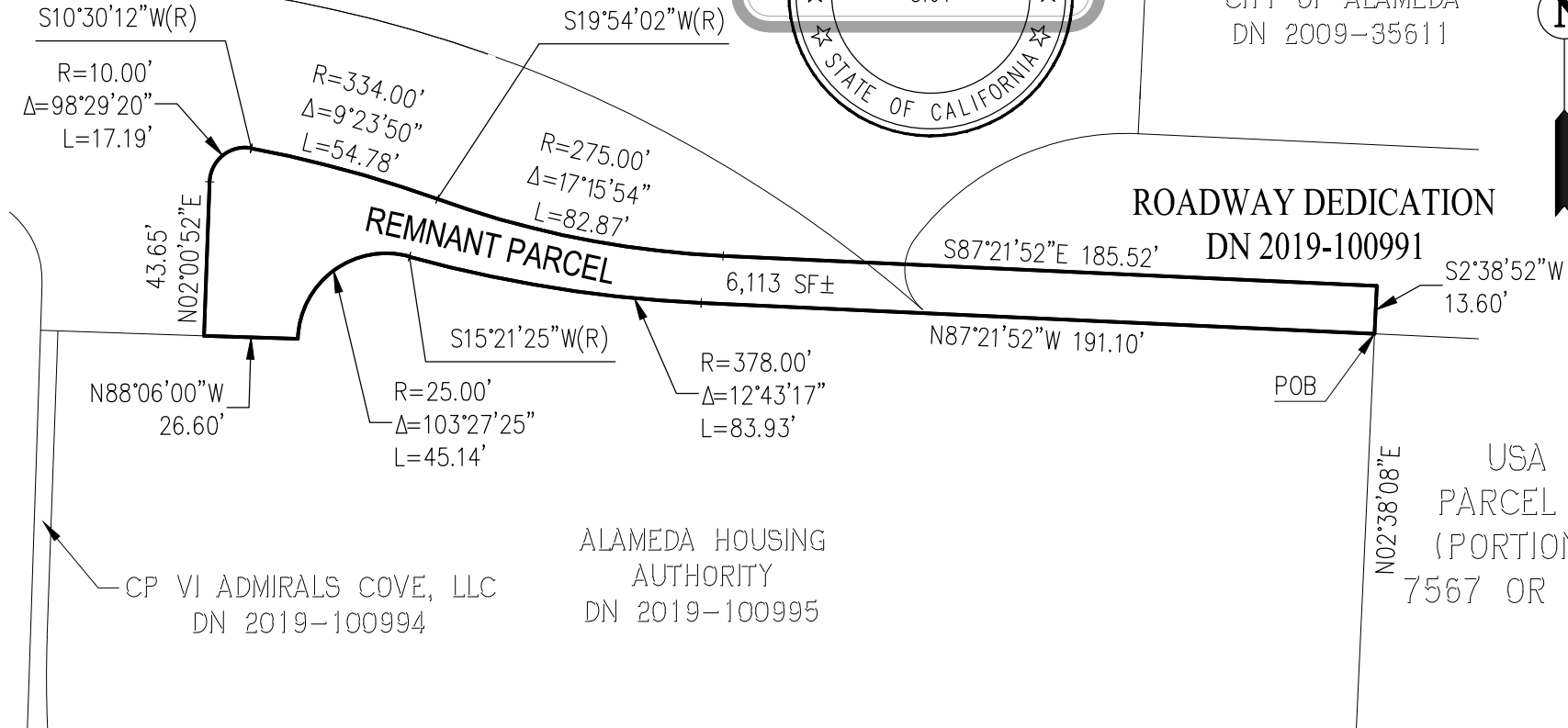


CITY OF ALAMEDA
DN 2015-179319

CITY OF ALAMEDA
DN 2009-35611

ROADWAY DEDICATION
DN 2019-100991

USA
PARCEL 1
(PORTION)
7567 OR 117



CP VI ADMIRALS COVE, LLC
DN 2019-100994

ALAMEDA HOUSING
AUTHORITY
DN 2019-100995

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

REMNANT PARCEL
CITY OF ALAMEDA PROPERTY
ALAMEDA, CALIFORNIA

JUNE 19, 2020



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM

CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

CITY OF ALAMEDA
APN 074-0905-010-3

CITY OF ALAMEDA
APN 074-0905-042-10

MOSLEY AVENUE

HABITAT FOR
HUMANITY






LOT 1
1.0± AC

LOT 2
0.7± AC

LOT A
5.2± AC

CITY OF ALAMEDA
APN 074-0905-010-5

LEGEND

-  PROPERTY BOUNDARY
-  ADJACENT PARCEL LINE
-  PROPOSED PARCEL LINE
-  EASEMENT LINE
-  PHASE 1 LIMIT

SINGLETON AVENUE

SCHOOL PROPERTY
APN 074-0905-009-7

PUE BY SEPARATE INSTRUMENT
PUBLIC NON-DEDICATED
SEPARATE INSTRUMENT

LOT B
3.3± AC

BETTIE STREET

TRACT 8131
325 M 83

BETTIE STREET

TRACT 8131
325 M 83

TENTATIVE MAP - TRACT 8561
TENTATIVE MAP -
PHASE 1
NORTH HOUSING

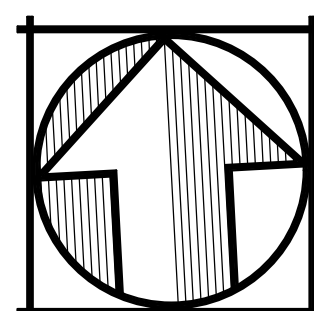
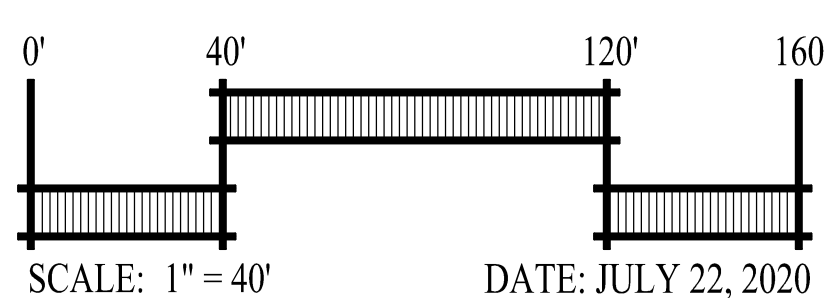
CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

CITY OF ALAMEDA
HOUSING AUTHORITY
APN 074-0905-042-3

SHEET NO.
4
OF 18 SHEETS



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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CIVIL ENGINEERS SURVEYORS PLANNERS



Tony Weng

To: Sylvia Martinez
Subject: RE: Surplus Land Act - Housing Authority of the City of Alameda

From: PublicLands@HCD <publiclands@hcd.ca.gov>
Sent: Thursday, November 4, 2021 9:34 AM
To: Adrian Guerra <aguerra@awattorneys.com>
Cc: PublicLands@HCD <publiclands@hcd.ca.gov>; Wahid, Imaez@HCD <Imaez.Wahid@hcd.ca.gov>; Anixter, Harrison@HCD <Harrison.Anixter@hcd.ca.gov>
Subject: RE: Surplus Land Act - Housing Authority of the City of Alameda

*** EXTERNAL SENDER ***

Dear Adrian Guerra,

Thank you for contacting the Department of Housing and Community Development (HCD) regarding the property located at 501 Mosley Avenue, Alameda, CA 94501. HCD reviewed the documentation you provided. HCD concludes that the property is necessary for agency's use and thus is not "surplus land" pursuant to Government Code section 54221(b)(1). Therefore, the disposition of the property via a ground lease for agency's use and operations is not subject to the Surplus Land Act. Please provide a copy of the joint development agreement once it is available for HCD's records.

Please email publiclands@hcd.ca.gov if you have any questions.

Sincerely,

Imaez Wahid.



The HCD Public Lands Team
Housing Policy Division
Housing and Community Development
2020 W. El Camino Avenue, Suite 500 | Sacramento, CA 95833





October 14, 2021

California Department of Housing and
Community Development
2020 West El Camino Avenue
Sacramento, CA 95833

Re: Potential Ground-Lease of Property Owned by Housing Authority of the City of
Alameda

To Whom It May Concern:

I am special counsel to the Housing Authority of the City of Alameda (“AHA”). I am writing to the Department of Housing and Community Development (“HCD”) regarding the above-referenced matter and, more specifically, to inquire as to whether the proposed property transaction is governed by the Surplus Land Act (“SLA”) codified at Government Code § 54220 *et seq.* The property in question, commonly known as North Housing, is located at 501 Mosley Avenue, Alameda, California 94501 (“Property”), which is owned in fee simple by the Housing Authority of the City of Alameda. AHA plans to enter into a ground-lease with Island City Development (“ICD”), a non-profit 509(a)(3)(A) quasi-governmental agency created solely to support AHA. ICD will develop the Property for affordable housing pursuant to AHA’s statutory obligation as part of its “North Housing Project.”

As provided below, our analysis and conclusion is that this transaction is not governed by the SLA.

INTRODUCTION

On August 13, 2021, our office contacted HCD by email to inquire (1) whether AHA entering into an option to ground-lease of the Property to ICD would be subject to the SLA given that AHA will continue to own and use the land in fee even after the option is exercised and, (2) if the SLA is triggered, would the transaction be exempt under Government Code § 54221(f)(1)(D), which designates that property being transferred to another public agency for agency use is exempt from the Act. HCD concluded that this transaction is governed by the SLA; however, we believe that HCD should further consider additional crucial information.

The purpose of this letter is to demonstrate our findings and reasonings as to why the transaction should not be subject to the SLA. First, the transaction would not be subject to the SLA because the Property is not “surplus land.” In particular, the Property is not surplus land because it is necessary for AHA’s agency use. Second, even if the Property is surplus land, it is exempt surplus land under Government Code § 54221(f)(1)(D).

By way of providing additional history of the Property, the Property was formerly a military site known as the Alameda Naval Air Station (“NAS”). On March 9, 2012, the United States Office of Economic Adjustment federally recognized the City as the local redevelopment authority for NAS. Also in 2012, the City, AHA, Alameda Point Collaborative, Inc., and Cornerstone Community Development Corporation entered into an agreement to provide for the transfer of the Property to the City, then to AHA for development and operation of projects and programs for the benefit of homeless persons in the City, in order to comply with Federal laws, to address the needs of homeless persons, and to further the reuse and redevelop the Property. On February 21, 2016, AHA’s Board of Commissioners (“Board”) authorized acceptance of the Quit Claim deed for conveyance of the Property to AHA. On June 5, 2018, the City Council of the City of Alameda (“City”) approved the resolution to transfer the Property to AHA and ownership of the Property successfully transferred to AHA on May 30, 2019. The Board approved the Agency’s Vision for the North Housing Project site at its August 2019 meeting. On August 17, 2020, the Planning Board of the City approved the Development Plan (“Plan”)¹, which describes AHA’s plan to redevelop NAS from the vacant former Coast Guard Housing into an extension of a mixed-income residential neighborhood. On September 15, 2020, the City Council of the City approved the Tentative Map.

For all intents and purposes, AHA will be developing the Property, but will utilize ICD to create single-asset entities (such as a limited liability corporation) and a limited partnership to satisfy requirements of the tax credit and other state housing programs. AHA is leading the development under a homeless accommodation conveyance.

DISCUSSION

I. The Property is not surplus land because it is necessary for AHA’s agency use

The AHA’s proposed ground lease of the Property to ICD would not be subject to the SLA because the Property is not “surplus land” as the Property is necessary for AHA’s agency use. Additionally, the specific charitable and public purposes for which ICD is organized are to benefit and support AHA, including the fulfillment of AHA’s statutory obligations. Consequently, the sole purpose of the ground-lease to ICD is to allow ICD to redevelop and lease to tenants the Property for AHA’s agency use.

A. The Property is being used for AHA’s work and operations

Section 102(x) of the SLA Guidelines defines “surplus land” as

“land owned in fee simple for which a local agency’s governing

¹ The Plan is enclosed herein for your reference as Exhibit A.

body takes formal action at a regular public meeting declaring land to be surplus and **not necessary for a local agency's use**. Land must be declared either "surplus" or "exempt surplus" as supported by written findings before a local agency may take any action to dispose of it consistent with an agency's policies or procedures. A local agency, on an annual basis, may declare multiple parcels as "surplus" or "exempt surplus." (emphasis added).

Further, Section 102(d) of the SLA Guidelines defines "agency's use" to include, but not be limited to, land that is being used, or is planned to be used pursuant to a written plan adopted by the local agency's governing board for agency work or operations, including, but not limited to, utility sites, watershed property, land being used for conservation purposes, land for demonstration, exhibition, or educational purposes related to greenhouse gas emissions, and buffer sites near sensitive governmental uses, including, but not limited to, waste water treatment plants as described in Government Code § 54221(c)(1).

The Property is still necessary for AHA's agency use, because the Property will be developed and used pursuant to AHA's statutory obligations.² AHA will continue to own and use the Property in order to provide, for example, "... for the construction, reconstruction, improvement, alteration, or repair of all or part of any housing project"³ and "Provide leased housing to persons of low income"⁴ through the ground lease of the Property to ICD.

In this case, AHA owns the Property and ICD provides real estate development services⁵ to AHA in order to redevelop the Property pursuant to the aforementioned North Housing Project and AHA's statutory obligations. The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station, which will transform the vacant former Coast Guard Housing into an extension of a mixed-income residential neighborhood. AHA is leading the development under a homeless accommodation conveyance, alongside partners such as the Alameda Point Collaborative (APC) and Building Futures.

The Plan provides land use, circulation, and infrastructure consistent with the City's General Plan and defines open space, public access, and design standards for the redevelopment

² See, e.g., Health & Safety Code Section 34310 *et seq.*

³ Health & Safety Code Section 34312(b).

⁴ Health & Safety Code Section 34312(c).

⁵ On April 15, 2015, ICD and AHA entered into a Consultant Services Agreement for delivery of real estate development services. The Consultant Services Agreement and Amendments 1, 2, 3, and 4 to the Agreement are enclosed herein for your reference as Exhibit B.

of the North Housing Project parcel, while meeting the City's objective standards. The Plan is designed to create new mixed-income housing opportunities that make sense in the context of the surrounding neighborhood. A minimum of 50% of total units will be affordable, of which at least 50% of units are deed restricted for 55 years to very-low and low income households and, of which at least half of these restricted to very-low income households. The Plan specifies additional affordable housing requirements for the project. The Plan also sets out a preliminary development schedule. With numerous state and county funding sources in the pipeline, AHA is hopeful that the development of the full 12.07 acres can take place rapidly.

Therefore, the Property is necessary for AHA's agency use because the Property is being used and will be used for AHA work and operations and, as will be explained below, even if the Property is ground-leased to ICD.

B. The specific charitable and public purposes for which ICD is organized are to benefit and support AHA

ICD was formed to function as a development arm for AHA. Per Article II Section (a) of ICD's Articles of Incorporation⁶ (the "AOIs"), ICD is a nonprofit public benefit corporation organized for charitable and public purposes and not organized for the private gain of any person. Moreover, Article II Section (b) of the AOIs provides that *the specific charitable and public purposes for which ICD is organized are to benefit and support AHA* and its purposes in accordance with Internal Revenue Code § 509(a)(3)(A) by performing the functions including, but not limited to, acquiring, providing, developing, financing, rehabilitating, owning, and operating decent, safe and sanitary housing affordable to persons and households of low income where no adequate housing exists for such groups; lessening the burdens of government by assisting AHA in the development of housing targeted to low income households; and carrying out such other activities as the board of directors of ICD determines will benefit and support AHA. Additionally, Section 3.1 of the Bylaws provides that ICD is organized to operate exclusively to support AHA and in connection with AHA as specified in IRC § 509(a)(3)(A). Article VI Section (b) of the AOIs also states that upon the winding up and dissolution of ICD, and after paying or adequately providing for the debts and obligations of ICD, the remaining assets shall inure to the benefit of AHA.

Further, the governing body of ICD is completely controlled by AHA. Per Section 5.6 and 6.2 of ICD's Bylaws⁷ (the "Bylaws"), the directors and officers of ICD are the Executive Director of AHA, the current Commissioner of AHA and the HR Director of AHA. Day to day decisions are delegated to the Executive Director of AHA in the capacity of ICD's President. The Executive

⁶ The AOIs are enclosed herein for your reference as Exhibit C.

⁷ The Bylaws are enclosed herein for your reference as Exhibit D.

Director of AHA and other AHA staff will provide administrative support as needed and as defined through the Consultant Services Agreement enclosed herein.

A 509(a)(3) supporting organization is a sub-category of 501(c)(3). What is substantially different about a supporting organization, however, is the fact that it cannot exist on its own. Rather, it is subordinate to another exempt organization, such as AHA. As the name suggests, its only purpose is to support the parent organization. Thus, ICD is organized to support and benefit AHA by functioning as a development arm for AHA. For example, in previous projects, ICD (or one of its affiliates) signed development agreements and shared developer fees with AHA. ICD has also created LLC's to be the general partners of tax credit partnerships. Examples of projects coordinated between ICD and AHA include Rosefield Village, Everett Commons, and Littlejohn Commons.⁸ ICD's existence makes it possible for AHA to play an expanded role in such tax credit projects, and serve as lead developer and managing general partner in tax credit limited partnerships.

In California, a limited partnership with a managing general partner that is a LLC with a nonprofit as the sole member can qualify for an exemption from property taxes, known as the "welfare exemption." Here, in connection with the North Housing Project, ICD would form a LLC to serve as the managing general partner of a tax credit limited partnership so that the North Housing Project would qualify for the tax exemption. This strategic approach would allow AHA to control the development of the Property, while also satisfying requirements of the tax credit and other state housing programs.

Therefore, any action ICD takes in connection with the development of the Property will ultimately be to support and benefit AHA's "agency's use" of the Property.

C. The sole purpose of the ground-lease would be to allow ICD to develop and Lease the Property pursuant to AHA's agency use

AHA has already taken substantial steps to develop the Property so that it can continue to utilize the Property for AHA's purposes and functions. AHA has been working to have the Property developed in this manner since the City Council of the City approved the transfer of the Property to AHA on February 21, 2016. Moreover, ICD has been acting as the developer of the North Housing Project since 2017. ICD received predevelopment funds to do work at the Property, including demolition work. AHA advanced predevelopment loans for this purpose.⁹ The

⁸ Enclosed herein for your reference as Exhibit E are the Joint Development Agreements in connection with each of these projects.

⁹ Enclosed herein for your reference as Exhibit F is Resolution No. 1001, amending AHA's predevelopment loan to ICD on behalf of North Housing.

demolition has since been completed. On September 1, 2021, ICD submitted for design review and entitlements for the Property to the City.

AHA would not be simply disposing of the Property by ground-leasing the Property to ICD for any purpose. The Property is being ground-leased to ICD for the sole purpose of developing and leasing the Property to fulfill AHA's agency use. Moreover, ICD will develop the Property in accordance with the Plan. Importantly, AHA would be leasing the Property to an entity which it is in complete control of because, as stated above, per the Bylaws, ICD's directors and officers are the Executive Director of AHA, the current Commissioner of AHA and the HR Director of AHA. In fact, even if ICD were to acquire the Property from AHA, its AOIs and Bylaws require it to utilize the Property to support AHA's statutory obligations. As such, AHA would still be heavily involved with the decision-making related to the Property so that the Property can be strategically developed for AHA's agency use, purposes, and functions. Furthermore, the Property is not being leased for purpose of investment or generation of revenue.

Although we understand that under the definitions of "disposition of surplus land" (Section 102(h)(1) and "option to lease" (Section 102(s) of the SLA Guidelines), a local agency electing to enter into a ground-lease option to dispose of *surplus land* is subject to the SLA, in this case the Property is not surplus land and AHA is not disposing of the Property as it continues to own and have the Property developed for AHA's agency use.

Based on the foregoing, the transaction would not be subject to the SLA because the Property is not surplus land as it is necessary for AHA's agency use.

II. Even if the Property is surplus land, it is exempt surplus land under Government Code § 54221(f)(1)(D)

As shown above, the Property is not surplus land because it is necessary for AHA's agency use. However, even if the Property is considered surplus land, it is exempt surplus land under Government Code § 54221(f)(1)(D). This exemption provides that surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use is exempt surplus land, thus the SLA would be inapplicable.

Section 102(p) of the SLA Guidelines defines "local agency" as every city, whether organized under general law or by charter, county, city and county, district, including school, sewer, water, utility, and local and regional park districts of any kind or class, joint powers authority, successor agency to a former redevelopment agency, housing authority, or other political subdivision of this state *and any instrumentality thereof that is empowered to acquire and hold real property*.

Here, AHA would enter into the ground-lease with ICD, a non-profit 509(a)(3) quasi-

governmental agency formed solely to support AHA. As described above, a 509(a)(3) supporting organization is a charity that carries out its exempt purposes by supporting another exempt organization. The IRS explains that a supporting organization generally warrants public charity status because it has a relationship with its supported organization sufficient to ensure that the supported organization is effectively supervising or paying particular attention to the operations of the supporting organization. Moreover, the IRS clarifies that classification as a supporting organization is important because it is one means by which a charity can avoid classification as a private foundation. ICD was intentionally formed this way so that it could function as a development arm of AHA. As mentioned above, the specific charitable and public purposes for which ICD is organized are to support and benefit the AHA.

Furthermore, as explained above, ICD will form a new LLC in which ICD will be the sole member. This LLC will serve as the general partner of a tax credit limited partnership formed solely to acquire a leasehold interest in the Property and to redevelop the North Housing Project. Again, AHA is intentionally utilizing ICD to create single-asset entities (such as a limited liability corporation) and a limited partnership to satisfy requirements of the tax credit and other state housing programs, and to allow itself to serve as lead developer and managing general partner in the tax credit limited partnership.

As such, for the purposes of the SLA, ICD is an instrumentality of AHA which is empowered to acquire and hold real property. Therefore, ICD is a local agency as defined by Section 102(p) of the SLA Guidelines.

As described above, AHA plans on entering into an option to ground-lease the Property with ICD. Thus, one local agency would be transferring the Property to another local agency for the agency's use. As such, the Property would constitute exempt surplus land under Government Code § 54221(f)(1)(D). Therefore, this transaction is exempt from the SLA.

CONCLUSION

As demonstrated above, the proposed ground lease would not be subject to the SLA because the Property is not "surplus land" as the Property is necessary for AHA's agency use. The Property is currently being developed for AHA's agency use and AHA will continue to own and use the Property for its work and operations. Furthermore, even if the Property is surplus land, it is exempt surplus land under Government Code § 54221(f)(1)(D) because one local agency, AHA, is transferring the Property another local agency, ICD, for the agency's use.

California Department of Housing and
Community Development
October 14, 2021
Page 8

Should you have any questions, please contact the undersigned.

Respectfully,

ALESHIRE & WYNDER, LLP



Adrian R. Guerra
Special Counsel
Alameda Housing Authority

ARG:PM
Enclosures

EXHIBIT A

NORTH HOUSING DEVELOPMENT PLAN

PREPARED FOR
The Housing Authority of the City of Alameda

PARTNERS
Alameda Point Collaborative
Building Futures

CONSULTANT TEAM
Carlson, Barbee and Gibson (CBG)
Gates + Associates
Structure Development Advisors
Urban Design Associates

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Pedestrian and Bicycle Connections	7		
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Street Cross Sections — Existing & Proposed Development Plan	11		
Street Cross Sections —			



URBAN DESIGN ASSOCIATES



Introduction

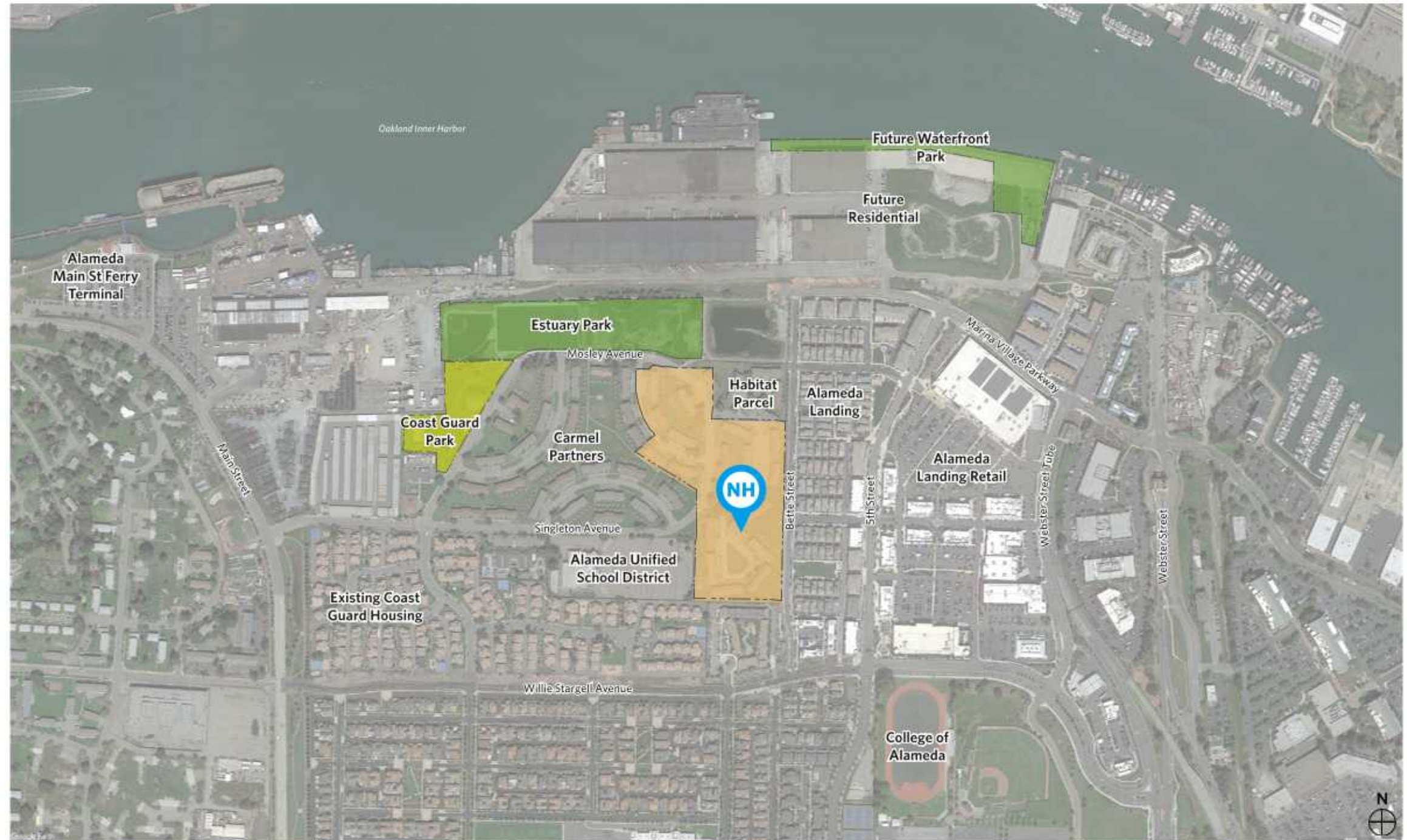
North Housing is a plan for 12.07 acres that transforms vacant former Coast Guard housing into an extension of a vibrant mixed-income residential neighborhood. As a residential community, the site will mix housing and supportive services for formerly homeless, senior, and family households while providing and connecting to key amenities in the City of Alameda. This Development Plan provides land use, circulation, and infrastructure consistent with the City of Alameda's General Plan and defines open space, public access, and design standards for the redevelopment of the North Housing parcel, while meeting the City of Alameda's objective standards.

Objectives

- Integrate with the fabric of the existing neighborhoods.
- Increase quality, diverse affordable housing and supportive service spaces for the Alameda Community.
- Create walkable blocks mixed with circulation and access for pedestrians, bicycles, and motor vehicles.
- Connect to parks and open space.

SITE CONTEXT

The North Housing site is located on the western end of Alameda Island. This plan is designed to create new mixed-income housing opportunities that make sense in the context of the surrounding neighborhood. North Housing will provide connectivity to the surrounding developments and further knit together the cohesiveness of the west end of the island.



Conceptual Site Plan & Building Siting

THE PLAN FOR NORTH HOUSING

The plan for North Housing is designed to increase connectivity throughout the site while allowing for developable parcels for high quality mixed-income housing. This plan illustrates how the concepts and goals of the development plan come together.

The placement of buildings, streets and open space create a neighborly environment to integrate the North Housing site with the surrounding community. The buildings step down to meet the scale of neighboring developments, and building heights are limited in key locations to respond to neighboring building heights (e.g. Bette Street).

DESIGN AND ORIENTATION

During public comment and community meetings, it was clear that there was a strong desire for the new housing to blend with the surrounding community. Orientation toward streets, parks, and open space allow for neighborly design and a walkable community. Simple, well-designed facades allow for visual interest while also meeting the goals of

a project that is affordable and sustainable in providing high quality, low-income housing for some of the most vulnerable population of the community.



Key Plan

NORTH HOUSING DEVELOPMENT PROGRAM

Block	Number of Units	Estimated Off-Street Parking	On-Street Parking
A	90–155	25–55	22–25
B	50–60	25–30	16–18
C	200–250	125–155	22–25
D	140–175	112–140	—
Total	581 max.	287–380	60–68



Mosley excess property, 0.12 ac (from Tentative Map)

Building footprints are conceptual, buildings will go through their own separate design approval process

North Housing Development Standards

SITE SUMMARY

- **Project Area:** 12.07 ac (12.19 ac with acquisition of 0.12 ac Mosley excess property from the City of Alameda)
- **General Plan Designation:** Medium Density Residential
- **Zoning Designation:** R4-PD with Multi-Family Overlay
- **Permitted Uses:** Per AMC 30-4.4 and 30-4.23; except 30-4.4c.3 (temporary trailers for construction) and 30-4.4.c.4 (non-profit administrative offices) shall be deemed permitted uses
- **Affordable Units:** A minimum of 50% of total units will be affordable, of which at least fifty (50%) percent of units are deed restricted for fifty-five (55) years to very-low and low income households and, of which at least half of these restricted to very-low income households.
- **Planned Unit Count:** 581 units based on 12.07 acres, 586 units based on 12.19 acres (12.07 acre + 0.12 acre Mosley excess property acquisition)
- **Permitted Maximum Height:** 5 stories or 60 feet (30-4.23, k, 3, [b]), unless noted in Height Limits table below

AFFORDABLE HOUSING REQUIREMENTS PER 30-4.23.K

- A. A sixty percent (60%) increase in maximum allowable density
- B. A maximum height of five (5) stories or not more than sixty feet (60')
- C. A requirement of no more than seventy-five (75) square feet of open space per unit
- D. A requirement of no more than one (1) parking space per affordable residential unit
- E. Waivers, parking reductions, incentives and concessions as described in AMC section 30-17
- F. Projects in which one hundred percent (100%) of units are deed restricted for fifty-five (55) years to very-low and low income households shall also be exempt from the requirement to provide transit passes or weekday commute hour shuttle services under AMC 30-4.23.G.1

OPEN SPACE

- Seventy-five (75) square feet per unit

BICYCLE PARKING

- 10 square feet of bicycle parking for each studio, one- and two-bedroom unit, and 20 square feet of bicycling parking for each three-bedroom unit.

SETBACKS

Bette Street	10'
Mosley Avenue	10'
Lakehurst Drive	10'
Mabuhay Street	10'
To property line north of Block C*	17'
Singleton Avenue	10'
To unenclosed parking from property line	5'
When adjacent to one or two-story residential buildings on an abutting parcel	15'
Minimum Space Between Buildings	20'
Maximum Lot Coverage	80%

Porches, landings, and entry stairs may encroach up to five feet (5') into any required building setback, except where noted
 *Porches, landings, and entry stairs may encroach up to two feet (2') into the setback from property line north of block C. The pedestrian passage at that property line is an EVA.

NORTH HOUSING PARKING REQUIREMENTS

Housing Type	Spaces per Unit
Permanent Supportive Housing	0.25
Senior Housing	0.5
Family Affordable Housing	0.8
Above Moderate Housing	1.0

HEIGHT LIMITS

Within 40' of Bette Street	35'	Three Stories
Within 50' of Bette Street	45'	Four Stories
Within 20' of Lakehurst Drive	45'	Four Stories
Within 20' of Pedestrian Connection between Bette Street and Local Street	35'	Three Stories



Summary of Housing Types

THE HOUSING TYPES IN NORTH HOUSING

The Partnership of the Alameda Housing Authority, Alameda Point Collaborative, and Building Futures jointly applied for, and were awarded, the property in order to create a safe, vibrant community for homeless individuals and families. This property was transferred to the Alameda Housing Authority to serve the needs of the homeless and requires the development of 90 units of permanent supportive housing, which will be the first project undertaken.

Beyond this, the Partnership recognizes that diversity of housing types helps to foster a vibrant community and plans to build out the remainder of the site with mixed-income housing. The Development Plan shows a sample mix of senior and family housing, though the exact unit types will largely be based upon available funding. Universal Design standards will be met in all buildings. Parking ratios are provided as a standard of what will be constructed for each type of housing. The numbers of each type of unit shown are to provide a concept of what will be built and to show that the units and all associated parking and open space can be provided on-site.

Permanent Supportive Housing

This is an intervention that combines affordable housing assistance with support services to address the needs of chronically homeless people. Services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment, and employment services. Particular consideration is given to the design of these buildings in order to avoid further trauma.

matization. These buildings typically contain additional spaces for case management and social services aimed at supporting residents in permanent housing as well as spaces for residents to socialize in both small and larger groups. Units are smaller, typically made up of studio and 1-bedroom units to meet the needs of homeless populations. Parking needs for housing for the formerly homeless are very low and the North Housing Development Plan proposes a ratio of 0.25 spaces per unit.

Services for these residents will be provided by partners, Alameda Point Collaborative (APC) and Building Futures. Building Futures will provide primary social services to residents and make external service connections for residents. APC will provide job training and workforce readiness programs to residents.

Senior Housing

Age-restricted senior housing is designed to support aging in place to address the changing health and mobility needs of senior citizens. Units are typically studio and 1-bedroom units. Parking needs for an aging population are low and the North Housing Development Plan proposes a ratio of 0.5 spaces per unit.

Family Housing

These properties are designed to meet the needs of residents of all ages. Outdoor spaces contain play spaces for children of varying ages and indoor spaces include computer rooms for quiet study or resume writing, as an example. Units are a mixture of sizes, ranging from studio units to 3 bedroom units. Parking needs are higher for family properties and the North Housing Development Plan proposes a

ratio of 0.8 spaces per unit.

It is the Housing Authority's intention to fully develop the site as mixed-income affordable housing with a minimum of 50% of units affordable to those at 80% AMI or below. Developing this housing involves complicated financing and lengthy timelines. This reality is consistent with the City Housing Element 2015-23's first Major Housing Initiative, which names financial resources as a challenge to the City's Affordable Housing Programs. As is stipulated in the Legally Binding Agreement between the Housing Authority, its partners, and the City, the Housing Authority maintains the right to sell a portion of the land to obtain funding in support of providing affordable housing.



URBAN DESIGN ASSOCIATES

NORTH HOUSING CONCEPTUAL UNIT MIX

Unit Type	Number of Units	Percentage
Studio, 1 bath/unit	45	8%
1 Bedroom, 1 bath/unit	380	65%
2 Bedroom, 1 bath/unit	93	16%
3 Bedroom, 1.5 bath/unit	63	11%
Total Units	581	100%



Conceptual Architectural Styles



Independence Plaza, Alameda, CA



Anne B. Diamant Plaza, Alameda, CA



Anchor Place, Long Beach CA



Jack Capon Villa, Alameda, CA



Alma Point, Foster City, CA



The Breakers at Bayport, Alameda, CA


Parking

GENERAL GUIDELINES

All automobile parking for residential uses on the North Housing site will be accommodated on-site, and when possible located on the interior or in the rear of blocks. The ratios for parking needs of the residents of the North Housing site are derived from the Housing Authority and its partners' experience with similar resident profiles in the Bay Area.

Off-street resident parking will be provided at the following minimum ratios:

- Permanent Supportive Housing: minimum ratio of 0.25 spaces/unit.
- Family Affordable Housing: minimum ratio of 0.8 spaces/unit.
- Senior Housing: minimum ratio of 0.5 spaces/unit.
- Above Moderate Housing: minimum ratio of 1.0 spaces/unit.

 TUCK-UNDER PARKING

NORTH HOUSING DEVELOPMENT PROGRAM

Block	Number of Units	Estimated Off-Street Parking	On-Street Parking
A	90–155	25–55	22–25
B	50–60	25–30	16–18
C	200–250	125–155	22–25
D	140–175	112–140	—
Total	581 max.	287–380	60–68



Building footprints are conceptual, buildings will go through their own separate design approval process

Pedestrian and Bicycle Connections

PEDESTRIAN ACCESS

Pedestrian access to the North Housing site will come with the completion of the extension of Singleton and Mosley Avenues. Walkability both to the site and within the site are among the key goals of the development. The sidewalks also tie the North Housing site back to the retail of Alameda Landing, while the extension of the sidewalks for Singleton and Mosley complete a gap in connectivity.

The sidewalks also connect to the multi-use trail along Bette Street which ties into Willie Stargell Avenue and the neighborhoods to the south.

BICYCLE ACCESS

Cycling connections are key aspects of transportation around Alameda. Singleton Avenue has Class 2 bikeways per the CalTrans D4 Bike plan. The multi-use trail along Bette Street is an existing Class 1 bikeway, as it's a shared-use path with an exclusive right of way for pedestrians and cyclists. This access will connect to bicycle parking options throughout the North Housing's site, including secured bike rooms, as well as bike racks. Specific bike parking requirements are 10 square feet of bicycle parking for each studio, one- and two-bedroom unit, and 20 square feet of bicycling parking for each three-bedroom unit.



- EXISTING SIDEWALKS
- PROPOSED SIDEWALKS
- EXISTING CLASS I BIKEWAY
- EXISTING CLASS II BIKEWAY
- PROPOSED CLASS II BIKEWAY

Public Transit Connections

TRANSPORTATION DEMAND MANAGEMENT (TDM) STRATEGIES

The west end of Alameda has been experiencing significant change and development since the base closure. As these changes proceed, public transportation options will continue to grow and change. The City and the Alameda Transportation Management Association (TMA) have worked with AC Transit to advocate for additional bus service to areas like Alameda Landing and Alameda Point. These groups are currently in discussion to increase frequency on Line 96 to every 15 minutes. AHA looks forward to continued involvement in these and future transportation conversations to benefit future residents, the west end, and the whole Alameda community.

The Housing Authority will execute a Transportation Demand Management (TDM) plan for the North Housing site. It will include the following components to help reduce the overall vehicle trips generated from the development. These measures are consistent with TDM plans of surrounding developments. Among the components of this plan are:

- A transit pass will be provided for each household at North Housing.
- Requirement that AHA join the Alameda Transportation Management Association (ATMA) to work alongside other employers and housing providers to promote transportation options in Alameda.*

- Provide on-site property management staff to assist residents with sign-up for transit passes and information regarding transit routes and schedules.
- Have dedicated staff to represent AHA within the ATMA and to ensure property management staff have up-to-date knowledge of program procedures and transit service to provide to residents.
- Engage with the City on future mobility and street safety initiatives such as: car share, micro mobility options, and infrastructure improvements, as well as vendor selection and accessible pricing for low-income individuals of all of the above.

Implementation of these strategies has been demonstrated to promote transit use and reduce automobile use and parking needs in Alameda. The TDM measures for the North Housing Development Plan may be combined with TDM measures of other adjacent development in the future to more effectively manage the program. A review and/or update to the TDM plan shall be submitted at each phase of development.

*AHA and the ATMA currently have an agreement in principle and are working to determine final contract language as well as logistics of folding AHA's existing AC Transit EasyPass program into the ATMA agreement with AC Transit.



- EXISTING PEDESTRIAN CONNECTION
- EXISTING BUS STOP
- EXISTING BUS LINE (96)
- 📍 EXISTING FERRY TERMINAL

Local Connections



LOCAL CONNECTIONS

URBAN DESIGN ASSOCIATES

Street Connections

AUTOMOBILE ACCESS

North Housing is bounded to the north by the extension of Mosley Avenue. Singleton Avenue runs through the southern third of the site, and Bette Street provides the eastern boundary. Mosley and Singleton tie into the greater fabric of west Alameda, while Bette is a local street which primarily serves the households of Alameda Landing.

The plan would introduce two new local streets to increase site connectivity and create a more walkable block structure consistent with Alameda street patterns. The north/south local street connects Singleton and Mosley while providing a spine down the center of the site.

Lakehurst is an existing street that was built with the former Coast Guard housing. The north end of the street will retain its current alignment to allow access to the three existing townhouse buildings on the west side of the street, owned by Carmel Partners. Just south of these townhomes the Lakehurst curve will be more pronounced such that the remainder of the street becomes a straight, east/west local street connecting out to the north/south street. This maintains access for the existing buildings while also creating four distinct development blocks that can be easily phased for building projects.

There was an emphasis in the planning process to create minimal curb cuts along Bette Street in order to keep from disturbing the existing trail that runs along that street.

EMERGENCY VEHICLE ACCESS (EVA)

The four development blocks are designed for 150-foot hose pull and additional emergency vehicle access. The internal network of roadways and easements allows for access to all building sites. This includes a shared paseo along the northeast edge of the Housing Authority site, along its border with the Habitat for Humanity parcel, which provides EVA access to both sites to allow for development along this boundary.



- EXISTING COMMUNITY STREETS
- - - PLANNED COMMUNITY STREETS
- EXISTING LOCAL STREETS
- - - PROPOSED LOCAL STREETS
- - - PROPOSED PASEO/EVA (PEDESTRIAN WALKWAY)

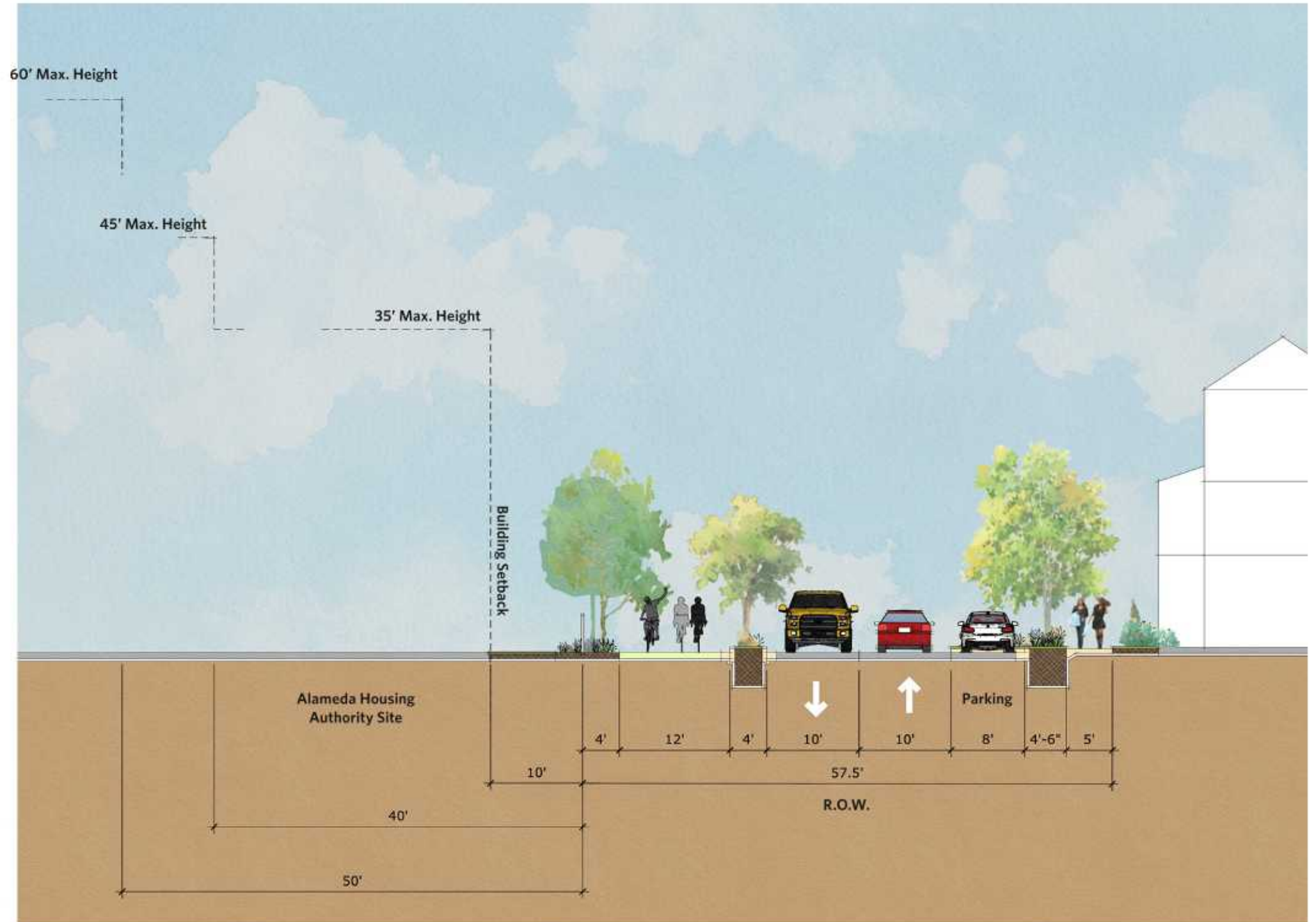
Street Cross Sections — Existing & Proposed Development Plan

Bette Street cross-section is provided to show context only. No changes to Bette Street are proposed.

The North Housing Development Plan proposes buildings fronting streets throughout the site, including Bette Street. This is in conformance with the City's Urban Design best practices laid out in the NAS Alameda Community Reuse Plan and is consistent with the city's objective standards.



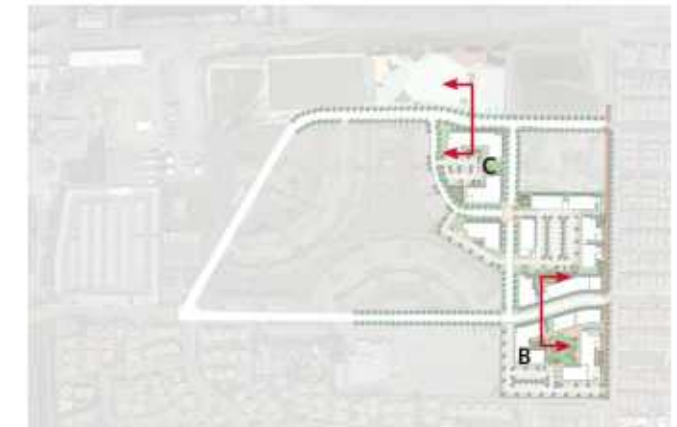
Key Plan



Section A — Existing Bette Street

Street Cross Sections — Previously Approved

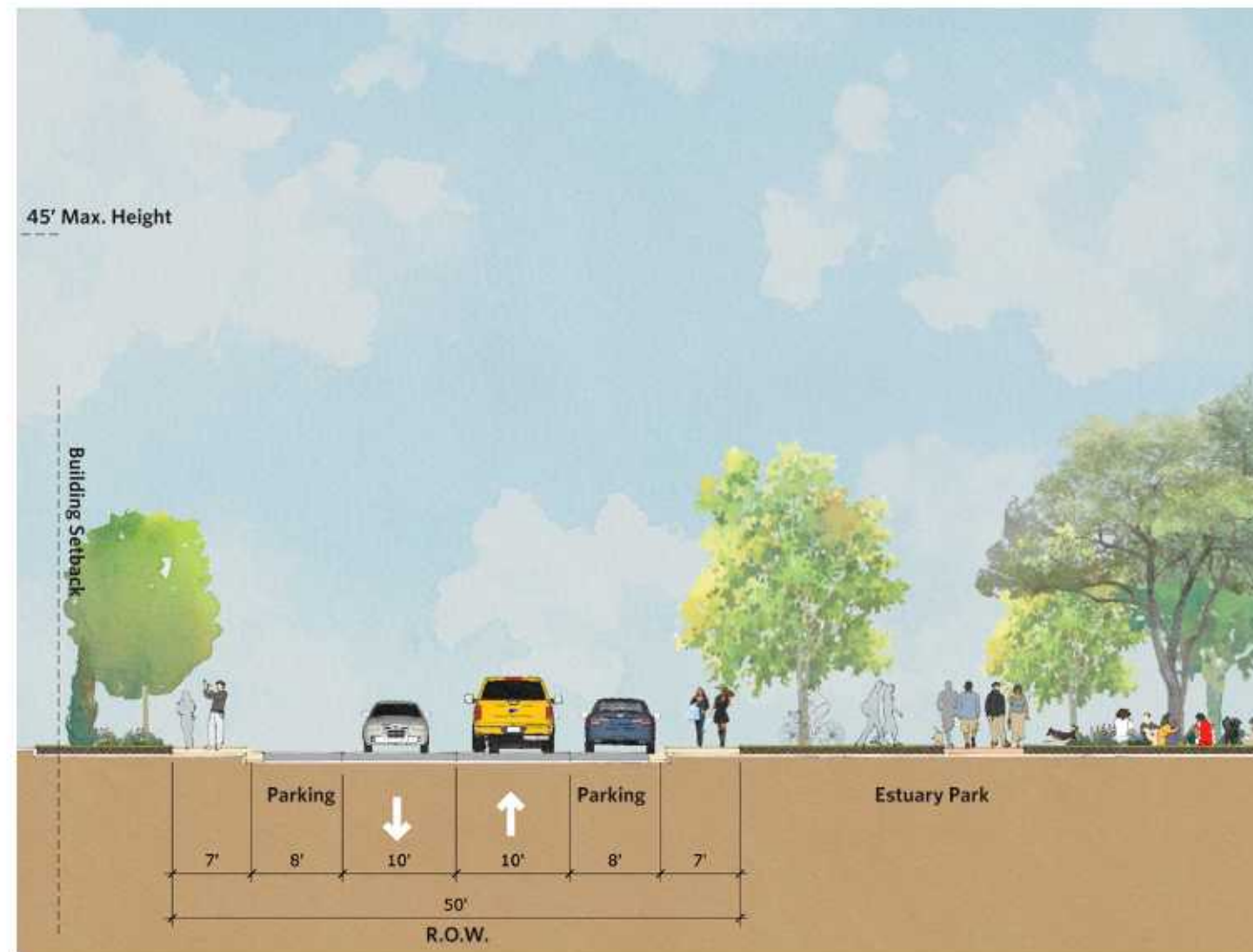
Street sections for Singleton Avenue and Mosley Avenue through and around the North Housing site have previously been approved by the City of Alameda, in coordination with Carmel Partners' work to build these streets. The North Housing Development Plan presents these street sections for reference only.



Key Plan

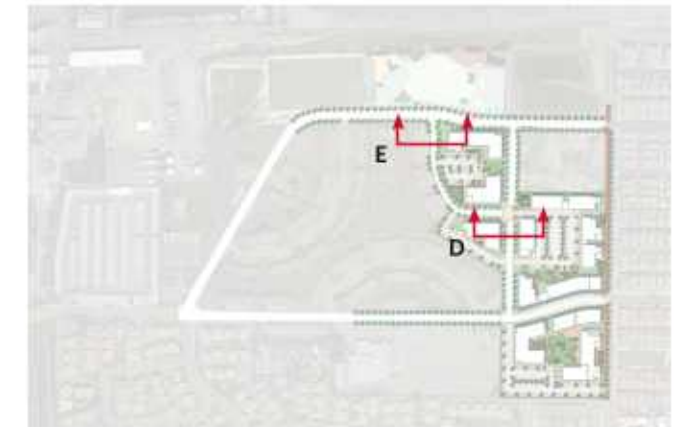


Section B — Singleton Avenue



Section C — Mosley Avenue

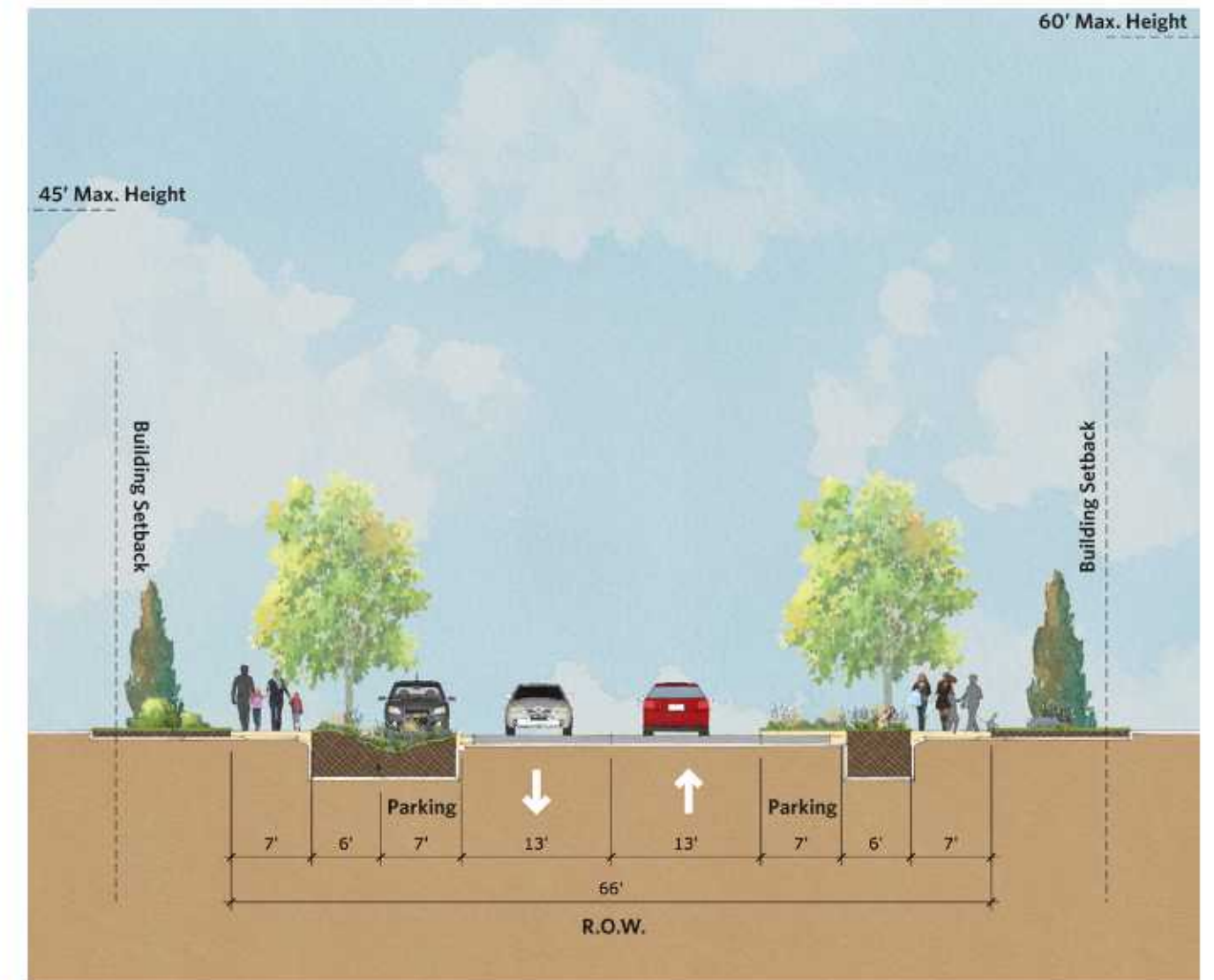
Street Cross Sections — Proposed Local Streets



Key Plan



Section E — Lakehurst Circle



Section D — Mabuhay Street

Open Space Plan

Open Space at North Housing will be laid out and designed in detail as the phases of development take place. The space will be compliant with Bay Friendly Landscape Guidelines and provide places for the community to enjoy the outdoors. Planting will provide clues to way-finding and views will be framed by tree and plant locations. Various types and scales of gathering spaces and recreation areas, and related interactive equipment or furniture, will be designed throughout the project to encourage a mixture of outdoor activities. The plantings shown here are for illustrative purposes, showing the types and approximate sizes of open space to be produced.

North Housing will meet the requirement of seventy-five (75) square feet of open space per unit.

There are three either current or planned parks within a five minute walk of the North Housing site, including Estuary Park, Coast Guard Park, and a future waterfront park north of the site.



The Housing Authority provided a significant contribution towards the construction of Estuary Park.



Building footprints are conceptual, buildings will go through their own separate design approval process



Infrastructure

These proposed infrastructure plans show the conceptual storm drain, water, and sanitary sewer to be provided to the North Housing site. These include infrastructure elements provided by the Admirals Cove development next door per the City of Alameda-CP VI Admirals Cove, LLC MOU dated March 30, 2018.

The conceptual storm drain system includes a large existing outlet to the estuary along the proposed Mabuhay Street.

Potable water lines will not utilize the existing building's military water lines. Lines will tie into Mosley at the two street connections to the north and Singleton at the street intersection for both north and south main lines into the site. One line also ties into Bette Street at the southernmost drive aisle for the project.

PG&E and AMP, respectively, have confirmed capacity of both gas and electric systems to the site. Service to new buildings will be obtained at time of development. Infrastructure capacity was required to be provided by Carmel Partners.

UTILITY CONCEPT



Conceptual Storm Drain System

- EXISTING STORM DRAIN LINE
- PROPOSED STORM DRAIN LINE

UTILITY CONCEPT



Conceptual Water System

- EXISTING WATER LINE
- EXISTING WATER LINE (TO BE INSTALLED BY ADMIRAL'S COVE)
- PROPOSED WATER LINE

UTILITY CONCEPT



Conceptual Sanitary Sewer System

- EXISTING SANITARY SEWER LINE
- PROPOSED SANITARY SEWER LINE

Preliminary Development Schedule

PRELIMINARY DEVELOPMENT SCHEDULE

The Partners anticipate that the four Blocks identified in its development plan are built out in at least three phases of development projects with multiple buildings in each. With numerous state and county funding sources in the pipeline, the Partners are hopeful that the development of the full 12.07 acres can take place rapidly. In carrying out City Housing Element Goal #1, Program 1.3 — priority permit processing for affordable housing, the City will be a key partner in the timing of this development.

While the timing of each project is fully dependent upon available funding sources and the City entitlement process, the Partners propose an ideal development schedule that is illustrated on this page.

These phases may be completed in differing order based upon availability of funding sources, fit for a particular site, or other factors. EVA access will be maintained throughout all phases.

Phase 1 Development <i>Completion Anticipated Summer 2024</i>
Phase 2 Development <i>Completion Anticipated Winter 2028</i>
Phase 3 Development <i>Completion Anticipated Winter 2030</i>

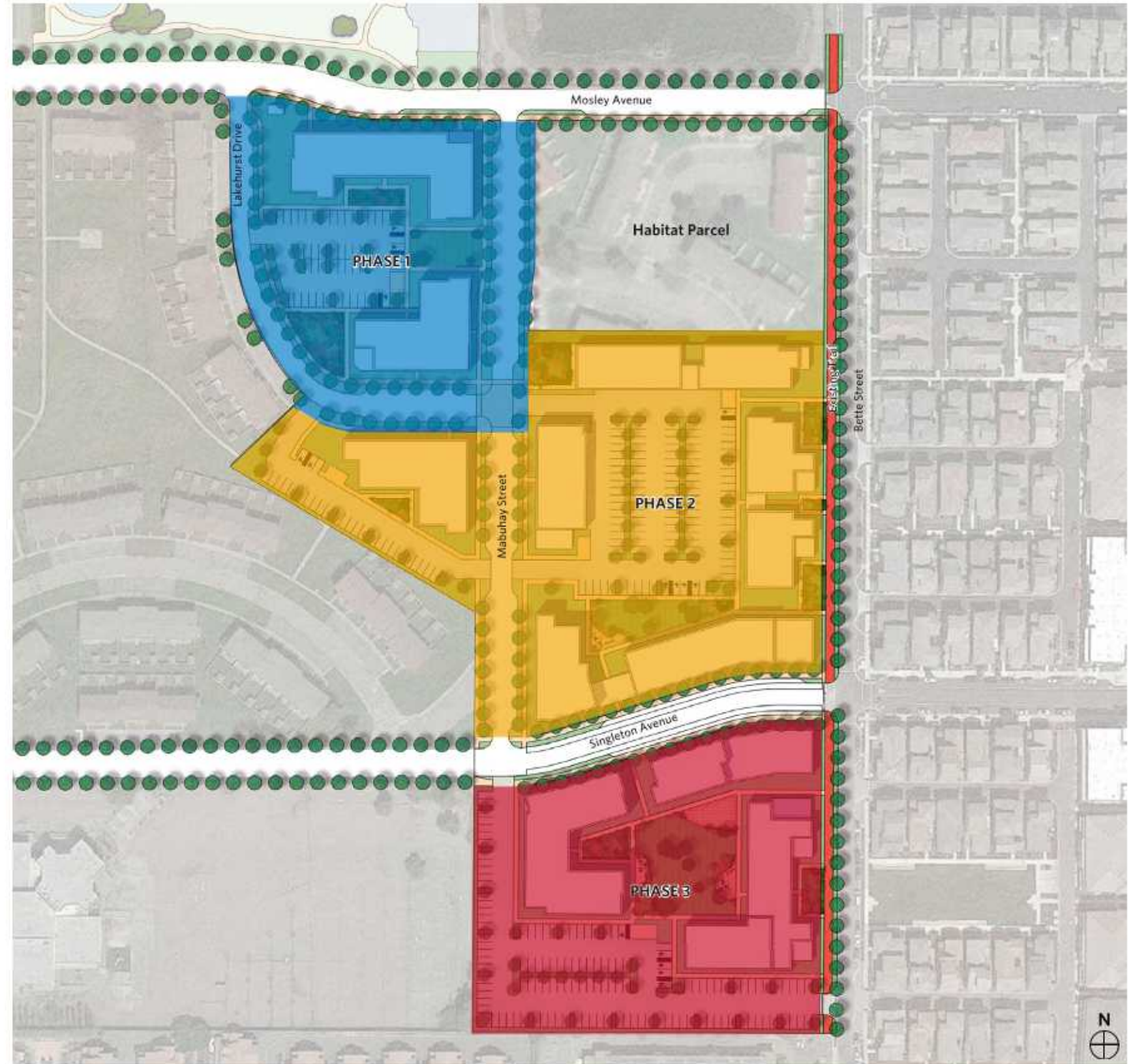


EXHIBIT B-1

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, entered into this 15th day of April 2015, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation (“ICD”) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body corporate and politic (“AHA” or “Consultant”), is made with reference to the following:

RECITALS:

A. Island City Development is a non-profit public benefit corporation, established for the purpose of developing and operating affordable housing in the City of Alameda.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. ICD and Consultant desire to enter into an agreement for professional project management services.

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

1. **TERM:**

The time for Completion set forth in the contract is three years, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit “A” which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$100,000 annually, for a contract total not to exceed \$300,000. Payment will be made based upon Consultant’s submitted and approved invoice.

4. **TIME IS OF THE ESSENCE:**

Consultant and ICD agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by ICD nor have any contractual relationship with ICD.

6. **INDEPENDENT PARTIES:**

ICD and Consultant intend that the relationship between them created by this Agreement is that of independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. Payments of the above items, if required, are the responsibility of Consultant.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable Immigration Reform and Control Act ("IRCA") or other federal or state rules and regulations.

8. **NON-DISCRIMINATION:**

Consultant agrees that harassment or discrimination directed toward a job applicant, an ICD employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless ICD, its Board of Directors and any volunteers (collectively, "Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees (collectively, "Claims"), arising from or in any manner connected to Consultant's performance of the contract. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations or otherwise violation section 18700.

11. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to ICD shall be addressed to ICD at:

Island City Development
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: President

All notices, demands, requests, or approvals from ICD to Consultant shall be addressed to Consultant at:

Housing Authority of the City of Alameda
701 Atlantic Avenue
ALAMEDA CA 94501-2161
Attention: Executive Director

12. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required herein, Consultant shall be deemed in default of performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from ICD of written notice of default, specifying the nature of such default and the steps necessary to cure such default, ICD may terminate this Agreement by giving to the Consultant written notice thereof. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

13. **COMPLIANCE:**

Consultant shall comply with all state and federal laws and all City of Alameda ordinances.

14. **GOVERNING LAW:**

This Agreement shall be interpreted under and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, the State of California.

15. **WAIVER:**

A waiver by ICD of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

16. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding between the parties hereto and all preliminary negotiations and agreements are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both ICD and Consultant.

17. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

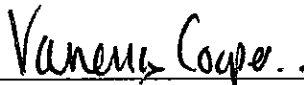
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

ISLAND CITY DEVELOPMENT



John McCahan
Vice-President

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA



Vanessa M. Cooper
Executive Director

EXHIBIT A
REAL ESTATE DEVELOPMENT SCOPE OF SERVICES

PART ONE: STRATEGY

1. Initial Strategy and Financing Design

- a. Review detailed project information from varied sources including appraisals, rehabilitation and construction cost estimates, rent assumptions, and operating costs.
- b. Identify key information needs, such as allocation between land and building values and rehabilitation and construction timing.
- c. Identify key issues to be addressed and financing team, including:
 - i) how to best meet policy goals, including assuring long-term affordability and meeting resident needs;
 - ii) how to allocate potential benefits of the projects, including fees, cash flow, and loan terms;
 - iii) how to meet overlapping regulatory requirements between bond, tax credit, and Section 8 regulations;
 - iv) how to structure the acquisition to maximize tax credit basis while maintaining adequate residual value;
 - v) how to best structure ownership, minimize back-end tax liability, avoid debt aggregation, and maximize tax credit pricing;
 - vi) whether to combine projects to realize financing efficiencies and, if so, which projects to combine and related loan security issues;
 - vii) how to structure bridge financing to minimize overall costs;
- d. Serve as an advisor to staff to facilitate the preparation of sources and uses of funds.
- e. Prepare initial financing plan and, if desired, help prepare documents for Board approval.

Deliverables

All deliverables shall be subject to a Project's specific performance schedule

2. Refine Financing Plan

Based on the initial Financing Strategy, Board input, if any, and any additional information:

- a. Work with other consultants, tax credit counsel and tax credit accountant on key assumptions, methodology, residual value test, debt aggregation questions, ownership structure, and other issues to optimize financing structure.
- b. Evaluate different alternatives for returns via developer fees, cash flow, loan repayments, etc.
- c. Assist in evaluating and deciding between single and multiple financings given scheduling, rehabilitation needs, costs, etc.
- d. Establish approximate interim and permanent financing amounts.
- e. Prepare detailed financial proforma describing the financing.
- f. Outline recommended financing option and implementation steps.

Deliverable

All deliverables shall be subject to a Project's specific performance schedule.

PART TWO: IMPLEMENTATION

3. Management of Implementation Schedule

- a. Serve as an advisor to staff with respect to preparation of a master schedule to guide the overall financing process.
- b. Monitor financing application and award timelines, and related deadlines for closings and completion.
- c. When applicable, recommend a revised application cycle to maximize chances of success.
- d. Verify all necessary external and internal approvals based on staff input.
- e. Determine optimal timing for selecting financing team, including tax credit investor and lender or underwriter.
- f. Work to refine timing assumptions
- g. Participate in regular financing team meetings in compliance with the implementation schedule.

Deliverable

All deliverables shall be subject to a Project's specific performance schedule.

4. Implement Tax Credit Transaction

- a. Prepare detailed tax credit proforma for tax credit application.
- b. Assist staff to prepare RFP for tax credit investors and identify investors to solicit.
- c. Assist in answering investor questions during RFP process.
- d. Review investor proposals, and assist in the interviews and selection process.
- e. Assist tax credit counsel in negotiating tax credit partnership agreement, purchase option and right of first refusal, development agreement, and related documents.
- f. Work closely with investor, and tax credit counsel to identify and resolve structuring issues.
- g. Periodically update and refine proforma through closing.
- h. Assist in closing.

Deliverables

All deliverables shall be subject to a Project's specific performance schedule.

5. Implement Bond Financing

- a. Prepare numbers for private activity bond application.
- b. Assist staff to prepare RFP for private placement lender or underwriter and identify firms to solicit.
- c. Assist in answering questions during RFP process.
- d. Review proposals, prepare a detailed comparison for Board action, and assist in the interviews and selection process.
- e. Assist bond counsel in negotiating financing terms and reviewing indenture, loan agreements, and related bond documents.
- f. Work closely with lender or underwriter, and bond counsel to identify and resolve structuring issues.
- g. Periodically review numbers through closing and help evaluate alternatives like bond insurance and serial/term structure as market conditions change, if relevant.
- h. Assist in evaluating final structuring and pricing proposal and comparing to other public transactions in the market, if relevant.
- j. Assist in closing.

Deliverables

All deliverables shall be subject to a Project's specific performance schedule.

6. Provide Staff Support and Technical Assistance

The consultant may be asked to carry out the following tasks as additional services:

- a. Prepare financial exhibits required by private activity bond application(s).
- b. Prepare financial exhibits required by tax credit application(s).
- c. Assist with lender and/or investor due diligence requests.
- d. Provide other services as requested.

EXHIBIT B-2

**FIRST AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS FIRST AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 5 day of December 2017, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and

B. ICD and AHA desire to clarify the term of the Agreement so that it coincides with the calendar year end and ICD's fiscal year as what the original intent of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraph 1. TERM shall be replaced in whole with the following paragraph:

"The time for Completion set forth in the contract is three years, ending December 31, 2018, unless terminated earlier as set forth herein."

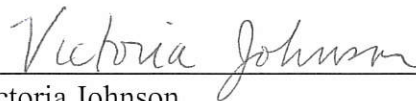
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

ISLAND CITY DEVELOPMENT



Vanessa Cooper
President

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA



Victoria Johnson
Director of Housing and Community Development

EXHIBIT B-3

**SECOND AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS FIRST AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 20 day of December 2018, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

- A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and
- B. On December 5, 2017, the Agreement was amended to extend the completion date to December 31, 2018
- B. ICD and AHA desire to extend the term of the contract for one year.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraph 1. TERM shall be replaced in whole with the following paragraph:

"The time for Completion set forth in the contract is four years, ending December 31, 2019, unless terminated earlier as set forth herein."

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

ISLAND CITY DEVELOPMENT

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA



Vanessa Cooper
President



Vanessa Cooper
Executive Director

EXHIBIT B-4

**THIRD AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS THIRD AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 8th day of November 2019, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

- A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and
- B. On December 5, 2017, the Agreement was amended to extend the completion date to December 31, 2018
- C. On December 20, 2018, the Agreement was amended to extend the completion date to December 31, 2019.
- D. ICD and AHA desire to extend the term of the contract for one year with the same annual contract amount of \$100,000 and a completion date of December 31, 2020.
- E. Consultant compensation shall be increased, pursuant to the Agreement, in the amount of \$100,000 annually for years 2019 and 2020, for a total contract amount not to exceed \$500,000.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraphs 1. TERM and 3. COMPENSATION TO CONSULTANT, shall be replaced in whole with the following paragraphs:

- 1. TERM: The time for Completion set forth in the contract is five years, ending December 31, 2020, unless terminated earlier as set forth herein.
- 3. COMPENSATION TO CONSULTANT: Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$100,000 annually, for a contract total not to exceed \$500,000. Payment will be made based upon Consultant's submitted and approved invoice.

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

ISLAND CITY DEVELOPMENT



Vanessa Cooper
President

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA



Vanessa Cooper
Executive Director

EXHIBIT B-5

**FOURTH AMENDMENT TO THE
CONSULTANT SERVICES AGREEMENT
BETWEEN ISLAND CITY DEVELOPMENT AND
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

THIS FOURTH AMENDMENT to the Consultant Services Agreement (the "Agreement"), entered into this 16th day of December 2020, by and between ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation ("ICD) and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA a public body corporation ("AHA"), is made with reference to the following:

- A. On April 15, 2015, the Agreement was entered into by and between ICD and AHA for delivery of real estate development services; and
- B. On December 5, 2017, the Agreement was amended to extend the completion date to December 31, 2018
- C. On December 20, 2018, the Agreement was amended to extend the completion date to December 31, 2019.
- D. On November 8, 2019, the Agreement was amended to extend the completion date to December 31, 2020.
- E. ICD and AHA desire to extend the term of the contract for one year with the same annual contract amount of \$100,000 and a completion date of December 31, 2021.
- F. Consultant compensation shall be increased, pursuant to the Agreement, in the amount of \$100,000 annually for year 2021, for a total contract amount not to exceed \$600,000.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed by and between and undersigned parties that paragraphs 1. TERM and 3. COMPENSATION TO CONSULTANT, shall be replaced in whole with the following paragraphs:

- 1. TERM: The time for Completion set forth in the contract is six years, ending December 31, 2021, unless terminated earlier as set forth herein.
- 3. COMPENSATION TO CONSULTANT: Consultant shall be compensated for services performed pursuant to this Agreement in the amount of \$100,000 annually, for a contract total not to exceed \$600,000. Payment will be made based upon Consultant's submitted and approved invoice.

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

ISLAND CITY DEVELOPMENT

DocuSigned by:

5AFA57239EC2484...

Vanessa Cooper
President

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

DocuSigned by:

5AFA57239EC2484...

Vanessa Cooper
Executive Director

EXHIBIT C

AUG 29 2014

ARTICLES OF INCORPORATION
OF
ISLAND CITY DEVELOPMENT

I. NAME

The name of the corporation is ISLAND CITY DEVELOPMENT (the "Corporation").

II. PURPOSE

(a) This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the California Nonprofit Public Benefit Corporation Law for charitable and public purposes. The general purpose of this Corporation is to have and exercise all rights and powers conferred on nonprofit corporations under the laws of California, provided that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

(b) The specific charitable and public purposes for which the Corporation is organized are to benefit and support the City of Alameda, California (the "City") and the Housing Authority of the City of Alameda, a public body corporate and politic ("HACA") and its purposes in accordance with Section 509(a)(3)(A) of the Internal Revenue Code by (1) acquiring, providing, developing, financing, rehabilitating, owning and operating decent, safe and sanitary housing affordable to persons and households of low income where no adequate housing exists for such groups; (2) lessening the burdens of government by assisting HACA and the City and its agencies, authorities, boards or commissions in the development of housing targeted to low income households; (3) combating blight and deterioration within the City; (4) working to eliminate discrimination and prejudice; (5) assisting in the lessening of neighborhood tensions; (6) promoting social welfare through community-based development activities; (7) carrying out such other activities as the board of directors of this Corporation determines will benefit and support HACA and the City; and (8) serving, directly or through a wholly owned limited liability company, as a general partner in limited partnerships which will own and operate housing for the benefit of low income persons and households, as described in (1) above.

III. MEMBERS

The Corporation shall have no members.

IV. AGENT OF SERVICE

The name and address in California of the Corporation's initial agent for service of process is Vanessa Cooper, 701 Atlantic Avenue, Alameda, CA 94501.

V. OFFICE

The principal office for the transaction of affairs and activities of the Corporation is located at 701 Atlantic Avenue, Alameda, CA 94501. The Board of Directors of the Corporation may change the principal office from one location to another. Any change shall be noted in the Bylaws.

VI. DEDICATION AND DISPOSITION

(a) The property of the Corporation is irrevocably dedicated to charitable purposes, and no part of the net income or assets of the Corporation shall ever inure to the benefit of any director, officer, or member of the Corporation or to the benefit of any private individual, except that the Corporation is authorized and empowered to pay reasonable compensation to private persons, other than directors, for services rendered and to make payments and distributions in furtherance of its exempt purposes.

(b) Upon the winding up and dissolution of the Corporation, and after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall be distributed to HACA for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

VII. LIMITATION ON CORPORATE ACTIVITIES

(a) The Corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by: (i) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law; or (ii) by a corporation, contributions to which are deductible under Section 170 of the Internal Revenue Code or the corresponding provisions of any other United States Internal Revenue Law.

(b) No substantial part of the activities of the Corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code, and the Corporation shall not participate in or interfere in (including publishing or distributing statements) any political campaign on behalf of any candidate for public office.

VIII. DIRECTORS

The number of directors and the manner in which directors shall be chosen and removed from office, their qualifications, powers, duties, term of office, the manner of filling vacancies on the board of directors and the manner of calling and holding meetings of directors shall be as stated in the bylaws.

Adopted this 28th day of August, 2014.


 Jennifer K. Bell, Incorporator

DECLARATION

I declare that I am the person who executed the foregoing Articles of Incorporation which execution is my act and my deed.

Date: August 28th, 2014

Jennifer K. Bell
Jennifer K. Bell

3707008

FILED
Secretary of State
State of California
10 OCT 17 2016

**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION**

The undersigned certify that:

1. They are the president and the secretary, respectively, of ISLAND CITY DEVELOPMENT, a California nonprofit public benefit corporation.
2. Article VI(b) of the Articles of Incorporation of this corporation is amended to read as follows:
 - (b) Upon the winding up and dissolution of the Corporation, and after paying or adequately providing for the debts and obligations of the Corporation, the remaining assets shall inure to the benefit of Housing Authority Of The City Of Alameda, which is a governmental entity.
3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors
4. The corporation has no members.

We further declare under penalty of perjury of the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: October 17, 2016

Vanessa M. Cooper
Vanessa M. Cooper
President

Janet Basta
Janet Basta
Secretary

EXHIBIT D

BYLAWS
OF
ISLAND CITY DEVELOPMENT
A California Nonprofit Public Benefit Corporation

ARTICLE 1.
NAME

Section 1.1 Name. The name of this Corporation is Island City Development (the "Corporation").

ARTICLE 2.
OFFICE

Section 2.1 Principal Office. The principal office for the transaction of affairs and activities of the Corporation is located at 701 Atlantic Avenue, Alameda, CA 94501. The Board of Directors of the Corporation (the "Board") may change the principal office from one location to another. Any change shall be noted on these Bylaws, or this section may be amended to state the new location.

Section 2.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE 3.

Section 3.1 Supporting Organization Under IRC §509(a)(3). This Corporation has been organized and shall operate exclusively to support the Housing Authority of the City of Alameda ("HACA" or "AHA") and shall be operated in connection with that organization as specified in Internal Revenue Code §509(a)(3). If AHA (1) shall cease to be an organization described in Internal Revenue Code §170(b)(1)(A)(iv), §501(c)(3) and §509(a)(1) or §509(a)(2), or (2) shall substantially abandon the charitable purposes that this Corporation is organized to support, the directors shall designate a publicly supported charitable organization as described in Internal Revenue Code §170(b)(1)(A)(iv), §501(c)(3) and §509(a)(1) or §509(a)(2), in substitution for AHA, for purposes of Article 2 of the Articles of Incorporation.

ARTICLE 4.
MEMBERS

Section 4.1 Members. This Corporation shall have no members.

ARTICLE 5.
DIRECTORS

Section 5.1 Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, all powers and activities of the Corporation shall be exercised directly by or under the ultimate direction of the Board.

Section 5.2 Borrowing Funds. The Board shall have the power to borrow money and incur indebtedness on the Corporation's behalf and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 5.3 Number of Directors. The number of directors shall be three (3) unless a greater or lesser number is authorized by the Executive Director of AHA.

Section 5.4 Compensation and Reimbursement of Directors. The directors shall serve without compensation though they may be reimbursed for their expenditure of monies on behalf of the Corporation.

Section 5.5 Restriction on Interested Persons as Directors. No more than forty-nine percent (49%) of the persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, and (b) father, mother, parent, son, daughter, child, brother, sister, sibling, uncle, aunt, first cousin, nephew, niece, husband, wife, registered domestic partner, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, other relation by marriage, half-brother, half-sister, descendant or his/her partner of such person. However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 5.6 Appointment and Qualification of Directors. Subject to Sections 5.9 and 5.10 below and as set forth below, the initial directors shall be appointed by the AHA's Board of Commissioners and all subsequent directors shall be appointed by the Executive Director of AHA. The Executive Director of AHA shall appoint directors meeting the following criteria (each a "Designated Director"):

- (a) A current Housing Authority of the City of Alameda Commissioner;
- (b) The current Executive Director of the Housing Authority of the City of Alameda; and
- (c) A current or past employee of the Housing Authority of the City of Alameda.

If a Designated Director (except a director described in (c) above) ceases to be an employee or Commissioner of AHA or, as applicable, a member of the executive cabinet of AHA, such person shall automatically cease to be a director of the Corporation. If one or more Designated Director positions shall cease to exist (such as by reorganization of AHA or

otherwise), the Executive Director of AHA shall designate one or more new Designated Director positions, as needed, and shall appoint directors to those positions. If there shall cease to be either an acting or permanent Executive Director of AHA, the duties and powers of the Executive Director of AHA under these Bylaws shall be exercised by the Board of AHA.

Section 5.7 Term. The initial directors of the Corporation shall serve for a term beginning on the date on which the Articles of Incorporation of the Corporation are filed with the Secretary of State and ending two (2) years from the date of filing. At such time and thereafter, the Executive Director of AHA shall appoint successor directors to serve as directors of the Board for a term of two (2) years.

Section 5.8 Vacancies on the Board. A vacancy shall be deemed to exist in the event that the actual number of directors is less than the authorized number for any reason.

Section 5.9 Removal of Directors. The Executive Director of AHA may remove any director with or without cause.

Section 5.10 Resignations of Directors. Except as provided below, any director may resign by giving written notice to the president or secretary of the Board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. Except on notice to the Attorney General of California, no director may resign if the Corporation would be left without a duly elected director or directors.

Section 5.11 Filling Vacancies. Vacancies shall be filled as provided for in Section 5.6.

Section 5.12 Meetings of the Directors. Regular meetings shall be held at least twice a year at such time and place as shall from time to time be fixed by the directors for the purpose of organization, election of officers and the transaction of other business.

Section 5.13 Meetings by Telecommunication. Any Board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if both the following apply:

- (1) Each member participating in the meeting can communicate concurrently with all other members.
- (2) All persons participating in the meeting can hear one another.
- (3) Each member is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

Section 5.14 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the president or any two (2) directors.

Section 5.15 Director Voting. Each director shall have one vote on each matter presented to the Board of Directors for action. No director may vote by proxy.

Section 5.16 Notice. Subject to public law requirements, notice of regular and special meetings shall be given to each director not less than four (4) days prior to the meeting if delivered by first class mail or not less than seventy-two (72) hours prior to the meeting if the notice is delivered (1) personally, (2) by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, or by electronic transmission, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (3) by facsimile; (4) by electronic mail; or (5) by other electronic means. All such notices shall be given or sent to the director's address, telephone number, facsimile number or electronic mail address as shown on the Corporation's records. The notice must state the date and time of the meeting and the place of the meeting if it is other than the principal office of the Corporation. When required, public notice of a meeting shall be posted pursuant to Government Code Sections 54950-54963.

Section 5.17 Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and does not protest, before or at the commencement of the meeting, the lack of notice to him or her.

Section 5.18 Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn. Every action taken or decision made by a majority of the directors present at a duly held meeting of which a quorum is present shall be the act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (1) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (2) approval of certain transactions between corporations having common directorships, (3) creation of and appointments to committees of the Board, and (4) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

Section 5.19 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment to another time and place shall be given to the directors who were not present at the time of the adjournment.

Section 5.20 Action Without a Meeting. Any action that the Board is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to the action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. All such consents shall be filed with the minutes of the proceedings of the Board.

Section 5.21 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, designate one (1) or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by majority vote of the directors then in office. Any committee, to the extent provided in the resolution, shall have all the authority of the Board, except that no committee, regardless of Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Fix compensation of directors for serving on the Board or any committee;
- (c) Amend or repeal bylaws or adopt new bylaws;
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (e) Appoint any other committees of the Board or the members of these committees; or
- (f) Approve any self-dealing transaction.

Section 5.22 Committee Meetings. Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of this Article IV concerning meetings of directors, with such changes in the context of these Bylaws as are necessary to substitute the committee and its members for the Board and its members. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The Board may adopt rules for the governance of any committee not inconsistent with the provisions of these Bylaws concerning meetings of directors.

Section 5.23 Standard of Care – General. A director shall perform the duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interest of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) One (1) or more officers or employees of the Corporation whom the director believes to be reliable and competent in the matters presented;
- (b) Counsel, independent accountants, or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as in any such case, the director acts in good faith, after reasonable inquiry when the need thereof is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Except in the case of a self-dealing director, as described in Section 5.25 of these Bylaws, a person who performs the duties of a director in accordance with the above shall have no liability based upon any failure or alleged failure to discharge that person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the Corporation, or assets held by it, are dedicated.

Section 5.24 Standard of Care—Investments. Except with respect to assets held for use or used directly in carrying out this Corporation's charitable activities, in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing this Corporation's investments, the Board shall avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of this Corporation's capital. The provisions of Section 5.23 of these Bylaws shall apply to this Section.

Section 5.25 Self-Dealing Transactions. Except as provided below, the Board shall not approve a self-dealing transaction. A self-dealing transaction is one in which the Corporation is a party and in which one (1) or more of the directors has a material financial interest as defined in the Corporation's Conflict of Interest policy or if no such policy exists then as it is generally defined, or a transaction between this Corporation and any entity in which one (1) or more of its directors has a material financial interest as defined in the Corporation's Conflict of Interest policy or if no such policy exists then as it is generally defined. The Board may approve a self-dealing transaction if a majority of the Board, not including the self-interested director, determines that the transaction is fair and reasonable to this Corporation and, after reasonable investigation under the circumstances, determines that it could not have secured a more advantageous arrangement with reasonable effort under the circumstances.

Section 5.26 Inspection. Every director shall, at his or her own expense, have the absolute right at any reasonable time during the business hours of the Corporation to inspect and copy all books, records, and documents, and to inspect the physical properties of this Corporation.

ARTICLE 6. OFFICERS

Section 6.1 Officers of the Corporation. The officers of the Corporation shall be a president, vice-president, and a secretary/treasurer. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the Bylaws or established by the Board. The Corporation may also have, at the Board's discretion, such other officers as may be appointed in accordance with Section 5.3 of these Bylaws. Any number of

offices may be held by the same person, except that the secretary/treasurer may not serve concurrently as the president.

Section 6.2 Appointment of Officers. Except as otherwise provided herein, the Board shall designate all officers of the Corporation for terms of two (2) years or until their successors are designated and qualified. Officers of the Corporation shall be the Executive Director of AHA, a current Commissioner of AHA, and a current AHA employee. An officer's term shall be ended and his or her position deemed vacant upon the officer's ceasing to be an Executive Director or Commissioner of AHA.

Section 6.3 Other Officers. The Board may appoint or may authorize the president or other officer, to appoint any other officers that the Corporation may require. Each officer so appointed shall have the title, hold office for the period, have the authority, and perform the duties specified in the Bylaws or determined by the Board.

Section 6.4 Removal of Officers. Any officer may be removed with or without cause by the Board or the Executive Director of AHA at any time.

Section 6.5 Resignation of Officers. Any officer may resign at any time by giving written notice to the president or secretary of the Corporation. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and, unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall not affect the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 6.6 Vacancies in Office. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided, however, that vacancies may be filled as they occur.

Section 6.7 Reimbursement of Expenses. The Corporation shall provide reimbursement for monies expended on behalf of the Corporation by its officers.

Section 6.8 President. The president shall serve as the chief executive officer of the Corporation and shall be responsible for conducting the affairs of the Corporation in a manner consistent with the policies and directives of the Board. The president shall preside at meetings of the Board and shall exercise and perform such other powers and duties as may from time to time be assigned to the president by the Board. Subject to the control of the Board, the president shall be the general manager of the Corporation and shall supervise, direct, and control the Corporation's activities, affairs, and officers. The president shall have such other powers and duties as the Board of the Bylaws may require.

Section 6.9 Secretary. The secretary shall have the following duties:

(a) The secretary shall keep or cause to be kept, at the Corporation's principal office or such other place as the Board may direct, a book of minutes of all meetings,

proceedings, and actions of the Board and of committees of the Board. The minutes of the meetings shall include the time and place that meeting was held, whether the meeting was annual, regular, or special, and, if special, how authorized and the notice given.

(b) The secretary shall keep or cause to be kept at the Corporation's principal office, a copy of the Articles of Incorporation and Bylaws of the Corporation, as amended to date.

(c) The secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board required by these Bylaws to be given. The secretary shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board or the Bylaws may prescribe.

Section 6.10 Treasurer. The treasurer shall have the following duties:

(a) The treasurer shall be the chief financial officer of the Corporation and shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times during the business hours of the Corporation.

(b) The treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate, shall disburse the Corporation's funds as the Board may order, shall render to the president and the Board, when requested, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have other powers and perform such other duties as the Board or the Bylaws may prescribe.

ARTICLE 7. MISCELLANEOUS

Section 7.1 Fiscal Year. The fiscal year of this Corporation shall be determined by resolution of the Board.

Section 7.2 Corporate Seal. This Corporation may have a seal which shall be specified by resolution of the Board. The seal may be affixed to any corporate instruments, as directed by the Board or any of its officers, but failure to affix it shall not affect the validity of the instrument.

Section 7.3 Contracts. All contracts entered into on behalf of this Corporation must be authorized by the Board, or, where the contract is for less than Two Hundred Fifty Thousand Dollars (\$250,000), by the president.

Section 7.4 Execution of Checks. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of the Corporation shall be signed by such individuals as are authorized by the Board.

Section 7.5 Indemnification. This Corporation shall indemnify its directors, officers, employees, and agents, including persons formerly occupying any such position, to the fullest extent permitted by law, against all expenses, judgments, fines and other amounts actually and reasonably incurred by them in connection with any threatened, pending or completed action or proceeding, whether it is civil, criminal, administrative or investigative.

In all cases where indemnification is sought, the Corporation shall be subject to the following restrictions and requirements:

(a) Where the action or proceeding is brought on behalf of the Corporation or involves self-dealing transactions, as defined in Section 5.25 of these Bylaws, the Corporation shall not indemnify against amounts paid in settlement or judgment amounts, but shall, upon the express authorization of the Board, indemnify the director, officer, employee or agent against expenses incurred in defense of an action arising from his or her relation to the Corporation. To indemnify in such cases the Board must find the person met the statutorily prescribed standard of care by acting (1) in good faith, (2) in the best interests of the Corporation, and (3) with the care of an ordinarily prudent person.

(b) Where the person seeking indemnification under this section has been held liable to the Corporation, or has settled his or her liability to the Corporation, the Corporation shall not indemnify against expenses without the approval of the court or the Attorney General.

(c) The Board shall determine whether the person seeking indemnification has acted in accordance with the standard of care set forth in subsection (a) of this section by a majority vote of a quorum consisting of disinterested directors. The termination of any proceeding in a manner adverse to the defendant seeking indemnification shall not create a presumption that such person failed to meet the standard of care.

(d) Where the person seeking indemnification has been successful on the merits in defense of any action or proceeding brought on behalf of the Corporation or in defense of any claim or issue involved in such action or proceeding, the Corporation shall indemnify against all expenses actually or reasonably incurred.

(e) The Corporation shall not advance any money to the person seeking indemnification for the purpose of defending against any action or proceeding without the receipt of an undertaking by such person to repay all advances unless it is ultimately determined that he or she is entitled to indemnification.

Section 7.6 Insurance. The Board may adopt a resolution authorizing the purchase of insurance on behalf of any director, officer, employee or agent of this Corporation against any liability asserted against or incurred by the director, officer, employee or agent in such capacity or arising out of the director's, officer's, employee's or agent's status as such, whether or not this

Corporation would have the power to indemnify the director, officer, employee, or agent against that liability under law; except, the Corporation may not purchase insurance to protect self-dealing directors (as defined in Section 5.25 of these Bylaws) from liability.

Section 7.7 Annual Report to Directors. The president shall furnish a written report at the first regular meeting of the fiscal year to all directors of this Corporation containing the following information:

- (a) The assets and liabilities, including the trust funds, of this Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of this Corporation both unrestricted and restricted for particular purposes, for the fiscal year;
- (d) The expenses or disbursements of this Corporation, for both general and restricted purposes during the fiscal year.
- (e) An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

The president must furnish a written report to all directors that lists any transaction during the prior fiscal year involving Fifty Thousand Dollars (\$50,000) or more between this Corporation or a subsidiary and any director or officer of this Corporation or a subsidiary. The report must disclose the name of the director or officer and the person's relationship to the Corporation, the nature of such person's interest in the transaction and, where practicable, the amount of such interest. The president must also furnish an annual written report to all directors disclosing the amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the prior fiscal year to any officer or director of the Corporation.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors and to any member who requests it in writing. If the Board approves, the corporation may send the report and any accompanying material sent pursuant to this section by electronic transmission. If a report sent to the Attorney General in compliance with the requirements of Government Code Sections 12580-12599.7 includes the information required on the annual report, then the corporation may furnish a copy of its report to the Attorney General in lieu of the annual report whenever it is required to furnish an annual report.

Section 7.8 Amendment of Bylaws. The Bylaws may be amended or repealed and new Bylaws adopted by the vote of a majority of all the members of the Board, provided that any

amendment to the Bylaws must receive the prior written approval of AHA's Board of Commissioners. Such amended or newly adopted Bylaws shall take effect immediately.

Section 7.9 Applicable Law. This Corporation shall be subject to any and all applicable state, federal and local laws, including, but not limited to, such laws as may be applicable as a result of the Corporation's affiliation with AHA.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

(1) That I am the duly elected and acting Secretary of Island City Development, a California nonprofit public benefit Corporation; and

(2) That the foregoing Bylaws, comprising eleven (11) pages, constitute the Bylaws of such Corporation as adopted by the Incorporator on October 27, 2014 and ratified by the directors of the Corporation at a duly constituted meeting held on December 17, 2014.

IN WITNESS THEREOF, I have hereunto subscribed my name, this 17 day of December 2014.



Marilyn Lovelace-Grant, Secretary

EXHIBIT E-1

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (this “**Agreement**”), effective as of August 11, 2020, and entered into by and between Housing Authority of the City of Alameda, a public body, corporate and politic (the “**Authority**”), and Island City Development, a California nonprofit public benefit corporation (“**ICD**,” and together with the Authority, the “**Developer**” or the “**Parties**”) with reference to the following facts:

RECITALS

A. Constitution and Eagle LP, a California Limited Partnership (the “**Owner**”), is governed by that certain Amended and Restated Limited Partnership Agreement dated on or about August 11, 2020 (the “**Partnership Agreement**”). The Owner was formed to acquire a leasehold interest in that certain real property located at 715, 717, 727 Buena Vista Avenue and 738-746 Eagle Avenue, Alameda, California, and to develop and construct an affordable multifamily housing development consisting thereon consisting of ninety-two (92) units, to be commonly known as Rosefield Village (the “**Project**”).

B. The Owner and ICD are parties to that certain Development Fee Agreement, attached to the Partnership Agreement as Exhibit C, pursuant to which ICD has agreed to provide certain services to the Owner with respect to overseeing the development and construction of the Project (the “**Fee Agreement**”) and will receive a developer fee (the “**Developer Fee**”).

C. The Authority and ICD desire to enter into this Agreement to set forth their respective duties and obligations in connection with the services to be provided under the Fee Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Developer Scope of Services. The Authority and ICD shall share the mutual obligations and perform their respective development tasks as displayed on the Schedule of Services attached hereto as Exhibit A and incorporated herein by this reference.

2. Fees. As payment for services to be performed, and that have been performed prior to the date hereof in connection with the Fee Agreement, ICD agrees to pay the Authority the amount of \$250,000 (the “**Authority Fee**”), which is 10% of the portion of the cash Developer Fee expected to be received from construction sources. Upon receipt of the final cash fee installment of Developer Fee paid from limited partner capital contributions, ICD will pay the Authority the Authority Fee for services rendered in connection with this Agreement.

3. Indemnification. Each Party shall defend, indemnify, and save harmless the other Party from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions or proceedings arising out of any act or omission of a Party constituting gross negligence, willful misconduct, fraud, or breach of this Agreement. Notwithstanding the foregoing, the Parties hereby agree that the cumulative liability of a Party, its affiliates, commissioners, officers, directors, agents, and employees, as the case may be to the other Party and to any third-party claiming by, through, or under the other Party, with respect to actions to be performed under this Agreement, whether in contract, contribution, tort (including negligence, active or passive), or otherwise, shall be limited to the total amount of fees to be paid to the respective Party under this Agreement.

4. Default and Remedies. If either Party shall default in the performance of any of its covenants or obligations under this Agreement, such party shall have a period of thirty (30) days after the receipt of a written notice thereof from the non-defaulting Party to cure such default; provided, however, if the default is of such a nature that it cannot be cured within said thirty 30-day period, and the defaulting Party has commenced to cure such default within the thirty 30-day period and continues with diligence to cure the same, the defaulting Party shall have an additional thirty (30) days in which to cure said default; provided the defaulting Party acts in good faith and with due diligence to cure the same; provided, further, that if the defaulting Party has not cured such default within the cure period set forth above, the non-defaulting Party may exercise one or more of the following rights and remedies, which shall be cumulative:

(a) Terminate this Agreement; and

(b) Exercise any appropriate legal or equitable remedy and recover damages caused by any breach of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations hereunder.

5. Assignment Successors and Assigns. No Party hereto shall assign its rights or delegate its obligations without the consent of the other Party, which consent may be withheld in such other Party's sole and absolute discretion. In the event of an assignment permitted hereunder, this Agreement shall be binding on the Parties hereto and their successors and assigns.

6. Mediation and Arbitration.

(a) It is the desire and intention of the Parties to agree upon a mechanism and procedure under which any controversy, breach or dispute arising out of this Agreement (a "**Dispute**"), will be resolved in a prompt and expeditious manner. Accordingly, any Dispute shall be subject to mediation as a condition precedent to arbitration. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association ("**AAA**"), pursuant to the Commercial Arbitration Rules and Mediation Procedures then in effect ("**AAA Commercial Rules**"). A request for mediation shall be made in writing, delivered to the other Party to the Agreement and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an arbitration demand, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a

period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or by order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Alameda County, California, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(b) In the event that arbitration is required to resolve any controversy, breach or dispute arising out of this Agreement, the arbitration shall be conducted by AAA pursuant to AAA's commercial arbitration rules, unless the parties mutually agree otherwise. Such arbitration shall be conducted by a single arbitrator selected by AAA. The costs and fees charged by AAA and the selected arbitrator shall initially be split equally between the party requesting such arbitration and the other party hereunder; provided, however, that such arbitrator shall have the right to award reasonable attorneys' fees and costs to the prevailing party in such arbitration. The ruling of such arbitrator shall be binding upon the parties hereto and shall be final and not subject to appeal. No discovery shall be permitted in connection with arbitration and the parties shall request that the arbitrator schedule proceedings and reach a final decision within thirty (30) days of the initial arbitration demand.

7. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

8. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the parties hereto.

9. No Continuing Waiver. The waiver of any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding upon the Parties hereto.

[Signatures appear on the following page]

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

AUTHORITY

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

By: 
Name: Vanesa Cooper
Title: Executive Director

ICD

Island City Development,
a California nonprofit public benefit corporation

By: 
Name: Janet Basta
Title: Treasurer/Secretary

Exhibit A
Schedule of Services

Service to be performed	Responsible Party	
	Authority	ICD
Subject to the provisions of the Partnership Agreement, the Authority and ICD shall have the authority and obligation to perform their respective, development tasks below as indicated by an "X".		
a) Obtain construction financing on behalf of the Partnership in an amount sufficient to fund the construction of the Project pursuant to the Projections.	X	X
b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and Plans and Specifications as may be required in connection with the construction of the Project.		X
c) Prepare and submit to the Partnership for approval a construction budget and make recommendations to the Partnership regarding any necessary modifications thereto.		X
d) Make available to the Partnership upon request copies of all contracts, option agreements, construction financing commitments, budgets, Plans and Specifications or other items prepared or obtained.		X
e) Obtain a construction contract (the " Construction Contract ") in an amount not to exceed the amount provided therefor pursuant to the Projections from a reputable general contractor (the " General Contractor "), which may be an affiliate of Developer, which Construction Contract shall require the General Contractor to post a payment and performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Partnership.		X
f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including, but not limited to, the following: <ul style="list-style-type: none"> i. administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project; ii. preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Completion Date and supervision of the scheduling of construction in conformity with such construction schedules. iii. periodic inspection of construction in progress, including, but not limited to, inspection at completion for defects in construction and to assure compliance with the Plans and specifications, and supervision of 		X

<p>correction of any and all deficiencies noted pursuant to such inspections;</p> <p>iv. processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and</p> <p>v. analysis of requests for any and all change orders to or variations from the Projections and the Plans and Specifications and submission of such requests to the Partnership for approval.</p>		
<p>g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.</p>		X
<p>h) Cause the Project to be completed on or before the Completion Date in a manner consistent with good workmanship, in compliance with the following:</p> <p>i. the Plans and Specifications;</p> <p>ii. all obligations of the Partnership under any documents executed by the Partnership under the Loan Documents; and</p> <p>iii. all applicable municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.</p>		X
<p>i) Maintain, or cause to be maintained, builders' risk, contractor's liability, and workers' compensation insurance required by law or by the Limited Partner with the Partnership named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.</p>	X	X
<p>j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.</p>		X
<p>k) Make available to the Partnership upon request copies of all contracts and subcontracts.</p>		X
<p>l) Deliver to the Partnership copies of all inspection reports and applications given any lender providing a construction loan to the Partnership.</p>		X

EXHIBIT E-2

EXHIBIT B-2

JOINT DEVELOPMENT AGREEMENT

(Eagle Family Housing)

THIS JOINT DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into as of June 21, 2017, by and between Housing Authority of the City of Alameda, a public body, corporate and politic (the "**Authority**"), and Island City Development, a California nonprofit public benefit corporation ("**ICD**," and together with the Authority, the "**Developer**" or the "**Parties**") with reference to the following facts:

RECITALS

A. Everett and Eagle L.P., a California limited partnership (the "**Owner**"), is governed by that certain Amended and Restated Agreement of Limited Partnership of the Owner dated substantially concurrent herewith (the "**Partnership Agreement**"). The Owner was formed to acquire a leasehold interest in that certain real property located at 2437 Eagle Avenue, in the City of Alameda, California (the "**Site**"), and to develop and construct an affordable, multifamily housing development thereon consisting of approximately twenty (20) units, including one (1) manager's unit, to be commonly known as Eagle Family Housing (the "**Affordable Project**"). The Affordable Project, upon completion, is expected to constitute a "qualified low-income housing project" (as defined in Section 42(g)(I) of the Internal Revenue Code of 1986, as amended).

B. The Owner and the Developer are parties to that certain Development Services Agreement, dated substantially concurrent herewith, pursuant to which Developer has agreed to provide certain services to the Owner with respect to overseeing the development and construction of the Affordable Project (the "**Development Agreement**").

C. The Authority and ICD desire to enter into this Agreement to set forth their respective duties and obligations in connection with the services to be provided under the Development Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Defined Terms. The capitalized terms used herein have the same meanings as set forth in the Development Agreement, unless specifically defined herein.

2. Developer Scope of Services. The Authority and ICD shall share the mutual obligations and perform their respective development tasks as displayed on the Schedule of Services attached hereto as Exhibit A and incorporated herein by this reference.

3. Fees. As payment for services to be performed, and that have been performed prior to the date hereof, under the Development Agreement, the Owner is to pay the Developer a fee in the amount of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) (the "**Developer Fee**"), to be paid in installments commencing on the Closing Date with additional installments as set forth in the Partnership Agreement. Upon receipt of each installment of Developer Fee, ICD will pay the Authority a portion of each installment such that the Authority shall obtain ten percent (10%) of the total Developer Fee, or such other amount as agreed to by the Parties, for services rendered in connection with this Agreement.

4. Indemnification. Each Party shall defend, indemnify, and save harmless the other Party from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions or proceedings arising out of any act or omission of a Party constituting gross negligence, willful misconduct, fraud, or breach of this Agreement. Notwithstanding the foregoing, the Parties hereby agree that the cumulative liability of a Party, its affiliates, commissioners, officers, directors, agents, and employees, as the case may be to the other Party and to any third-party claiming by, through, or under the other Party, with respect to actions to be performed under this Agreement, whether in contract, contribution, tort (including negligence, active or passive), or otherwise, shall be limited to the total amount of fees to be paid to the respective Party under this Agreement.

5. Default and Remedies. If either Party shall default in the performance of any of its covenants or obligations under this Agreement, such party shall have a period of thirty (30) days after the receipt of a written notice thereof from the non-defaulting Party to cure such default; provided, however, if the default is of such a nature that it cannot be cured within said thirty 30-day period, and the defaulting Party has commenced to cure such default within the thirty 30-day period and continues with diligence to cure the same, the defaulting Party shall have an additional thirty (30) days in which to cure said default; provided the defaulting Party acts in good faith and with due diligence to cure the same; provided, further, that if the defaulting Party has not cured such default within the cure period set forth above, the non-defaulting Party may exercise one or more of the following rights and remedies, which shall be cumulative:

(a) Terminate this Agreement; and

(b) Exercise any appropriate legal or equitable remedy and recover damages caused by any breach of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations hereunder.

6. Assignment Successors and Assigns. No Party hereto shall assign its rights or delegate its obligations without the consent of the other Party, which consent may be withheld in such other Party's sole and absolute discretion. In the event of an assignment permitted hereunder, this Agreement shall be binding on the Parties hereto and their successors and assigns.

7. Mediation and Arbitration.

(a) It is the desire and intention of the Parties to agree upon a mechanism and procedure under which any controversy, breach or dispute arising out of this Agreement (a

“*Dispute*”), will be resolved in a prompt and expeditious manner. Accordingly, any Dispute shall be subject to mediation as a condition precedent to arbitration. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association (“*AAA*”), pursuant to the Commercial Arbitration Rules and Mediation Procedures then in effect (“*AAA Commercial Rules*”). A request for mediation shall be made in writing, delivered to the other Party to the Agreement and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an arbitration demand, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or by order. The Parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Alameda County, California, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(b) In the event that arbitration is required to resolve any controversy, breach or dispute arising out of this Agreement, the arbitration shall be conducted by AAA pursuant to AAA’s commercial arbitration rules, unless the parties mutually agree otherwise. Such arbitration shall be conducted by a single arbitrator selected by AAA. The costs and fees charged by AAA and the selected arbitrator shall initially be split equally between the party requesting such arbitration and the other party hereunder; provided, however, that such arbitrator shall have the right to award reasonable attorneys’ fees and costs to the prevailing party in such arbitration. The ruling of such arbitrator shall be binding upon the parties hereto and shall be final and not subject to appeal. No discovery shall be permitted in connection with arbitration and the parties shall request that the arbitrator schedule proceedings and reach a final decision within thirty (30) days of the initial arbitration demand.

8. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

9. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the parties hereto.

10. No Continuing Waiver. The waiver of any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

11. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding upon the Parties hereto.

[Signatures appear on the following page]

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

AUTHORITY

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

By: Victoria Johnson
Name: VICTORIA JOHNSON
Title: DIRECTOR HCD

ICD

Island City Development,
a California nonprofit public benefit corporation

By: Vanessa Cooper
Name: Vanessa Cooper
Title: President

Exhibit A
Schedule of Services

Service to be performed	Responsible Party	
	Authority	ICD
Subject to the provisions of the Partnership Agreement, the Authority and ICD shall have the authority and obligation to perform their respective, development tasks below as indicated by an "X".		
a) Obtain construction financing on behalf of the Partnership in an amount sufficient to fund the construction of the Project pursuant to the Projections.	X	
b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and Plans and Specifications as may be required in connection with the construction of the Project.		X
c) Prepare and submit to the Partnership for approval a construction budget and make recommendations to the Partnership regarding any necessary modifications thereto.		X
d) Make available to the Partnership upon request copies of all contracts, option agreements, construction financing commitments, budgets, Plans and Specifications or other items prepared or obtained.		
e) Obtain a construction contract (the " Construction Contract ") in an amount not to exceed the amount provided therefor pursuant to the Projections from a reputable general contractor (the " General Contractor "), which may be an affiliate of Developer, which Construction Contract shall require the General Contractor to post a payment and performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Partnership.		X
f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including, but not limited to, the following: <ul style="list-style-type: none"> i. administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project; ii. preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Completion Date and supervision of the scheduling of construction in conformity with such construction schedules. iii. periodic inspection of construction in progress, including, but not limited to, inspection at completion for defects in construction and 		X

<p>to assure compliance with the Plans and specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;</p> <p>iv. processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and</p> <p>v. analysis of requests for any and all change orders to or variations from the Projections and the Plans and Specifications and submission of such requests to the Partnership for approval.</p>		
<p>g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.</p>		X
<p>h) Cause the Project to be completed on or before the Completion Date in a manner consistent with good workmanship, in compliance with the following:</p> <p>i. the Plans and Specifications;</p> <p>ii. all obligations of the Partnership under any documents executed by the Partnership under the Loan Documents; and</p> <p>iii. all applicable municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.</p>		X
<p>i) Maintain, or cause to be maintained, builders' risk, contractor's liability, and workers' compensation insurance required by law or by the Limited Partner with the Partnership named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.</p>		X
<p>j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.</p>		X
<p>k) Make available to the Partnership upon request copies of all contracts and subcontracts.</p>		X
<p>l) Deliver to the Partnership copies of all inspection reports and applications given any lender providing a construction loan to the Partnership.</p>		X

EXHIBIT E-3

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT (this “**Agreement**”), effective as of January 1, 2017, and entered into by and between Housing Authority of the City of Alameda, a public body, corporate and politic (the “**Authority**”), and Island City Development, a California nonprofit public benefit corporation (“**ICD**,” and together with the Authority, the “**Developer**” or the “**Parties**”) with reference to the following facts:

RECITALS

A. Sherman and Buena Vista LP, a California Limited Partnership (the “**Owner**”), is governed by that certain Amended and Restated Limited Partnership Agreement dated December 1, 2016 (the “**Partnership Agreement**”). The Owner was formed to acquire a leasehold interest in that certain real property located at 1301 Buena Vista Avenue, Alameda, California, and to develop and construct an affordable multifamily housing development consisting thereon consisting of thirty one (31) units, to be commonly known as Del Monte Senior Housing (the “**Project**”).

B. The Owner and the Developer are parties to that certain Development Fee Agreement, attached as Exhibit D to the Partnership Agreement, pursuant to which Developer has agreed to provide certain services to the Owner with respect to overseeing the development and construction of the Project (the “**Fee Agreement**”).

C. The Authority and ICD desire to enter into this Agreement to set forth their respective duties and obligations in connection with the services to be provided under the Fee Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated into this Agreement by this reference, the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Developer Scope of Services. The Authority and ICD shall share the mutual obligations and perform their respective development tasks as displayed on the Schedule of Services attached hereto as Exhibit A and incorporated herein by this reference.

2. Fees. As payment for services to be performed, and that have been performed prior to the date hereof, under the Fee Agreement, the Owner is to pay the Developer a fee in the amount of Eight Hundred Thousand Dollars (\$800,000) (the “**Developer Fee**”), to be paid in installments commencing on the Closing Date with additional installments as set forth in the Partnership Agreement. Upon receipt of each installment of Developer Fee, the Authority will pay ICD a portion of each installment such that the Authority shall obtain ten percent (10%) of the total Developer Fee, or such other amount as agreed to by the Parties, for services rendered in connection with this Agreement.

3. Indemnification. Each Party shall defend, indemnify, and save harmless the other Party from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) incurred by reason of any demands, claims, suits, actions or proceedings arising out of any act or omission of a Party constituting gross negligence, willful misconduct, fraud, or breach of this Agreement. Notwithstanding the foregoing, the Parties hereby agree that the cumulative liability of a Party, its affiliates, commissioners, officers, directors, agents, and employees, as the case may be to the other Party and to any third-party claiming by, through, or under the other Party, with respect to actions to be performed under this Agreement, whether in contract, contribution, tort (including negligence, active or passive), or otherwise, shall be limited to the total amount of fees to be paid to the respective Party under this Agreement.

4. Default and Remedies. If either Party shall default in the performance of any of its covenants or obligations under this Agreement, such party shall have a period of thirty (30) days after the receipt of a written notice thereof from the non-defaulting Party to cure such default; provided, however, if the default is of such a nature that it cannot be cured within said thirty 30-day period, and the defaulting Party has commenced to cure such default within the thirty 30-day period and continues with diligence to cure the same, the defaulting Party shall have an additional thirty (30) days in which to cure said default; provided the defaulting Party acts in good faith and with due diligence to cure the same; provided, further, that if the defaulting Party has not cured such default within the cure period set forth above, the non-defaulting Party may exercise one or more of the following rights and remedies, which shall be cumulative:

(a) Terminate this Agreement; and

(b) Exercise any appropriate legal or equitable remedy and recover damages caused by any breach of the provisions of this Agreement, including court costs, reasonable attorneys' fees and other expenses incurred in the enforcement of the obligations hereunder.

5. Assignment Successors and Assigns. No Party hereto shall assign its rights or delegate its obligations without the consent of the other Party, which consent may be withheld in such other Party's sole and absolute discretion. In the event of an assignment permitted hereunder, this Agreement shall be binding on the Parties hereto and their successors and assigns.

6. Mediation and Arbitration.

(a) It is the desire and intention of the Parties to agree upon a mechanism and procedure under which any controversy, breach or dispute arising out of this Agreement (a "**Dispute**"), will be resolved in a prompt and expeditious manner. Accordingly, any Dispute shall be subject to mediation as a condition precedent to arbitration. Unless the parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association ("**AAA**"), pursuant to the Commercial Arbitration Rules and Mediation Procedures then in effect ("**AAA Commercial Rules**"). A request for mediation shall be made in writing, delivered to the other Party to the Agreement and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an arbitration demand, but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of

sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the Parties or by order. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Alameda County, California, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(b) In the event that arbitration is required to resolve any controversy, breach or dispute arising out of this Agreement, the arbitration shall be conducted by AAA pursuant to AAA's commercial arbitration rules, unless the parties mutually agree otherwise. Such arbitration shall be conducted by a single arbitrator selected by AAA. The costs and fees charged by AAA and the selected arbitrator shall initially be split equally between the party requesting such arbitration and the other party hereunder; provided, however, that such arbitrator shall have the right to award reasonable attorneys' fees and costs to the prevailing party in such arbitration. The ruling of such arbitrator shall be binding upon the parties hereto and shall be final and not subject to appeal. No discovery shall be permitted in connection with arbitration and the parties shall request that the arbitrator schedule proceedings and reach a final decision within thirty (30) days of the initial arbitration demand.

7. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

8. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the parties hereto.

9. No Continuing Waiver. The waiver of any Party of any breach of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy and all of which together shall constitute one agreement binding upon the Parties hereto.

[Signatures appear on the following page]

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

AUTHORITY

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

By: Victoria Johnson
Name: Victoria Johnson
Title: Director Housing & Community Development

ICD

Island City Development,
a California nonprofit public benefit corporation

By: Vanessa Cooper
Name: Vanessa Cooper
Title: President

Exhibit A
Schedule of Services

Service to be performed	Responsible Party	
	Authority	ICD
<p>Subject to the provisions of the Partnership Agreement, the Authority and ICD shall have the authority and obligation to perform their respective, development tasks below as indicated by an "X".</p>		
a) Obtain construction financing on behalf of the Partnership in an amount sufficient to fund the construction of the Project pursuant to the Projections.	X	
b) Prepare or cause to be prepared such environmental and neighborhood impact studies or reports, engineering surveys, and Plans and Specifications as may be required in connection with the construction of the Project.		X
c) Prepare and submit to the Partnership for approval a construction budget and make recommendations to the Partnership regarding any necessary modifications thereto.		X
d) Make available to the Partnership upon request copies of all contracts, option agreements, construction financing commitments, budgets, Plans and Specifications or other items prepared or obtained.		X
e) Obtain a construction contract (the " Construction Contract ") in an amount not to exceed the amount provided therefor pursuant to the Projections from a reputable general contractor (the " General Contractor "), which may be an affiliate of Developer, which Construction Contract shall require the General Contractor to post a payment and performance bond in the full amount of the Construction Contract or letter of credit in an amount acceptable to the Partnership.		X
<p>f) Perform or cause to be performed, in a diligent and efficient manner, general administration and supervision of construction of the Project, including, but not limited to, the following:</p> <p style="margin-left: 40px;">i. administration and supervision of the activities of the General Contractor and all other contractors, subcontractors and others employed in connection with the construction of the Project;</p> <p style="margin-left: 40px;">ii. preparation of construction schedules pursuant to which all phases of construction are to be completed on or before the Completion Date and supervision of the scheduling of construction in conformity with such construction schedules.</p> <p style="margin-left: 40px;">iii. periodic inspection of construction in progress, including, but not limited to, inspection at completion for defects in construction and</p>		X

<p>to assure compliance with the Plans and specifications, and supervision of correction of any and all deficiencies noted pursuant to such inspections;</p> <p>iv. processing and payment of applications for progress payments made by the General Contractor, including verification of such applications against the progress of construction as indicated by the aforementioned periodic inspections; and</p> <p>v. analysis of requests for any and all change orders to or variations from the Projections and the Plans and Specifications and submission of such requests to the Partnership for approval.</p>		
<p>g) Perform, or cause to be performed, in a diligent and efficient manner, preparation of contracts, letter agreements, purchase orders, and similar documents as are necessary to complete timely the construction of the Project in accordance with the Plans and Specifications.</p>		X
<p>h) Cause the Project to be completed on or before the Completion Date in a manner consistent with good workmanship, in compliance with the following:</p> <p>i. the Plans and Specifications;</p> <p>ii. all obligations of the Partnership under any documents executed by the Partnership under the Loan Documents; and</p> <p>iii. all applicable municipal, state, and other governmental laws, ordinances, and regulations governing the construction of the Project and the use thereof for its intended purposes and all other requirements of law applicable to construction of the Project.</p>		X
<p>i) Maintain, or cause to be maintained, builders' risk, contractor's liability, and workers' compensation insurance required by law or by the Limited Partner with the Partnership named as an additional insured, the limits of such coverage to be reasonable under the circumstances, but no less than that required by construction lenders or applicable statutes.</p>		X
<p>j) Keep or cause to be kept separate project accounts and cost records and prepare and furnish upon request financial and progress reports and statements with respect to construction of the Project.</p>		X
<p>k) Make available to the Partnership upon request copies of all contracts and subcontracts.</p>		X
<p>l) Deliver to the Partnership copies of all inspection reports and applications given any lender providing a construction loan to the Partnership.</p>		X

EXHIBIT F

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. 1001

AMENDING THE HOUSING AUTHORITY'S PREDEVELOPMENT LOAN TO ISLAND CITY DEVELOPMENT ON BEHALF OF NORTH HOUSING

WHEREAS, the Island City Development ("ICD") was formed as a public benefit corporation established to operate exclusively to support the Housing Authority of the City of Alameda ("AHA");

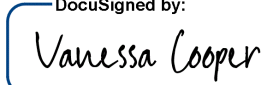
WHEREAS, the Housing Authority owns real property at the 501 Mosley Avenue commonly known as North Housing (the "Property") for which the Corporation provides real estate development services to redevelop the Property; and

WHEREAS, ICD is authorized to do business in the State of California and is empowered to enter into an obligation to receive local, regional, state, and federal funds for the acquisition, construction, rehabilitation, or preservation of affordable multifamily rental housing, including but not limited to Low-Income Housing Tax Credits, Alameda County funds, HOME and CDBG funds, AUSD Pass Through Funds, No Place Like Home, State HCD Program funds, Tax-Exempt Bonds, and Federal Home Loan Bank Affordable Housing Program funds, (collectively the "Funding").

NOW, THEREFORE, BE IT RESOLVED, that the Board authorizes the extension of predevelopment funds in the amount of \$2,408,000. This amount is in addition to sums previously authorized in 2017, 2018, and 2020.

BE IT FURTHER RESOLVED, the Board hereby authorizes Vanessa Cooper, Executive Director, or her written designee are each separate, individually, and independently hereby authorized to execute a Second Amendment to the Amended and Restated Unsecured, Recourse Promissory Note dated 10/31/18 to cover the approved amount of \$2,408,000.

ATTEST:

DocuSigned by:

5AFA57239EC2484...
Vanessa M. Cooper
Secretary and Executive Director

DocuSigned by:

658C92ED811F460...
Kenji Tamaoki, Chair
Board of Commissioners

Adopted:

12/20/2020

Date

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.*_____

NORTH HOUSING BLOCK A

WHEREAS, the Housing Authority of the City of Alameda (the “**Housing Authority**”) is the owner of that certain real property located at 501 Mosley Avenue, in the City of Alameda (the “**Property**”);

WHEREAS, the Housing Authority and Island City Development, a California nonprofit public benefit corporation (“**ICD**”), are parties to that certain Option Agreement, dated effective as of July 21, 2021 (the “**Option Agreement**”), pursuant to which the Housing Authority has granted an option to ICD to ground lease the Property in connection with the development and construction of a one hundred fifty-five (155) unit, including two (2) unrestricted manager’s units, affordable housing development on the Property to be commonly known as North Housing Block A (the “**Project**”);

WHEREAS, pursuant to the terms of the Option Agreement, the Housing Authority desires to enter into a ground lease with Island City Development with respect to the Land for a term of 99 years and upon such other terms and conditions, including rent, as deemed necessary or appropriate by the Executive Director or the Director of Housing Development of the Housing Authority (the “**Ground Lease**”);

WHEREAS, the Housing Authority has provided a pre-development loan to ICD in the amount of \$6,238,000 (the “**Housing Authority Loan**”), which will be repaid at the time of the construction loan closing and evidenced by a Promissory Note

WHEREAS, the Board of Commissioners of the Housing Authority (the “**Board**”) deemed it to be in the best interest of the Housing Authority to provide the Housing Authority Loan to ICD.

WHEREAS, the Housing Authority desires to act as the developer of the Project, and desires to enter into a Development Services Agreement with ICD (the “**Development Agreement**”);

WHEREAS, the Board deems it to be in the best interests of the Housing Authority to assist in the acquisition, construction and development of the Project

WHEREAS, in connection with the construction and development of the Project, the Housing Authority entered into several service contracts and agreements for professional services with various vendors and professionals and intends to assign its right, title and interest in and obligations under the various service contracts and

agreements to the Partnership pursuant to an assignment and assumption of service contracts (the “**Assignment of Contracts**”);

WHEREAS, the Board deems it to be in the best interest of the Housing Authority to execute such documents (including, without limitation, any indemnities and guaranties) and to perform such actions as may be required in order to obtain all necessary and appropriate title insurance in connection with the Housing Authority’s fee interest in the Property and the Housing Authority Loan (owner and lender policies) for the Project and for any waiver of entitlement or similar fees (collectively, the “**Title Documents**”); and

WHEREAS, the Board deems it to be in the best interests of the Housing Authority to execute and deliver, and to perform its obligations under, any and all documents or agreements necessary or advisable in furtherance of ICD’s acquisition, development, financing, construction, operation, management and maintenance of the Project, including, but not limited to, the Option Agreement, the Ground Lease, all grant deeds and any other document required to transfer the leasehold interest in the Property and the fee interest in the Improvements to ICD, the Housing Authority Loan Documents, and any and all other agreements, documents or instruments, necessary to allow ICD to consummate the Housing Authority Loan, the Development Agreement, the Amended Partnership Agreement, the Guaranty Agreement, the Guaranties, the Security Assignments, the Assignment of Contracts, the Title Documents, and the HAP Documents and any similar or related agreements for housing subsidies, regulatory agreements, assignments of rents, leases, income and profits, general assignments, management agreements and any resolution required by any lender or Investor, with the advice counsel, deemed to be consistent with the resolutions contained herein (collectively, the “**Project Documents**”).

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby approves and is authorized to enter into the following transactions and documents, as applicable:

1. Project Documents; and
2. Such other agreements, certificates, contracts, documents, and instruments deemed necessary or advisable by an officer of the Housing Authority in furtherance of these resolutions and/or to assist in the development of the Project (collectively, the “**Transaction Documents**”), using its own independent judgment.

BE IT FURTHER RESOLVED, that the Board hereby authorizes each of (a) the Executive Director, (b) the Director of Housing Development, or (c) any designee of the foregoing to accept the Transaction Documents subject to any minor conforming, technical or clarifying changes approved by the Executive Director or her designee and Housing Authority counsel. The Executive Director, the Director of Housing Development, any designee of the foregoing and the Secretary of the Housing

Authority are hereby further authorized and directed to take such further actions and execute and record such documents as are necessary to accept the Transaction Documents.

BE IT FURTHER RESOLVED, that all actions previously taken by the Housing Authority, or its employees, officers and agents in connection with the Project 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

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is effective as of [_____], 2021, by and between Housing Authority of the City of Alameda (“**Seller**”) and Island City Development, a California nonprofit public benefit corporation, or its assigns (“**Purchaser**”).

RECITALS

A. Seller is the owner of the land located in the City of Alameda, CA 94501, and described as Phase 1 in the Tentative Map – Tract 8561 Site Plan for North Housing dated July 22, 2020 by CBG Civil Engineers, the first page of which is shown on Exhibit A attached hereto and incorporated herein by reference (the “**Land**”). There are currently no buildings or improvements (the “**Improvements**”) situated on the Land.

B. Purchaser desires to procure, and Seller desires to grant, an option to enter into a ground lease with respect to the Land upon the terms and provisions as hereinafter set forth. The leasehold interest in the Land and the fee interest in any Improvements to be developed on the Land are referred to collectively herein as the “**Property**”.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

AGREEMENT

1. Grant of Option. For One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby grant to Purchaser the exclusive right and option to acquire the Property (the “**Option**”).

2. Exercise of Option. Purchaser may exercise its Option at any time during the period commencing on the date hereof and expiring on December 31, 2022 (the “**Option Term**”), by giving written notice thereof to Seller. In the event the Purchaser does not exercise its Option during the Option Term, this Agreement shall become null and void and neither party hereto shall have any other liability, obligation or duty hereunder.

3. Contract For Ground Lease. In the event that the Purchaser exercises the Option, unless otherwise mutually agreed, both parties agree to execute a contract in accordance with the following terms and conditions:

(a) Ground Lease. The ground lease for the Land shall have the following terms: (a) have a term of no less than 99 years; (b) have base rent equal to the appraised fair market value of the Land, and (c) such other terms and conditions agreed upon by Seller and Purchaser.

(b) Financing. Seller agrees to provide seller takeback financing for up to 100% of the ground lease base rent; bearing interest at the applicable federal rate; with a term of 55 years (or a lesser term if elected by Purchaser); secured by a mortgage against the Property; subordinate to a senior construction to permanent bank loan and any other loans from

governmental agencies; repaid from residual receipts (after payment of developer fee, general partner management fee of \$25,000 per year with an annual increase of 3%, and an investor asset management fee of \$5,000 per year with an annual increase of 3%); and subject to commercially reasonable terms, including those in favor of an investor, for low income housing tax credit projects.

(c) Closing Date. The closing date shall be on any date during the Option Term as may be selected by Purchaser, provided that Purchaser shall make good faith efforts to provide 30 days prior notice of the closing date.

(d) Closing Costs. The Purchaser and Seller shall each pay their respective costs of closing the purchase in accordance with custom in the city in which the Property is located.

(e) As Is. Except as specifically provided in writing by Seller, Purchaser shall acquire the Property in an “as-is” condition with an ALTA owner’s title policy with such endorsements as Purchaser shall reasonably require, subject only to those monetary encumbrances recorded against the Property as agreed to in writing by Purchaser.

(f) Subdivision. Seller and Purchaser shall cooperate in causing the Land to be a separate legal parcel under applicable law, which shall be a condition precedent to closing under this Agreement. At the election of Purchaser, Purchaser may cause the Land to be further subdivided into 2 separate legal parcels or converted to a condominium with 2 condo units, in which case (1) Seller shall reasonably cooperate with such subdivision or conversion efforts, and (2) this Agreement shall be replaced with 2 separate option agreements for the 2 parcels or units, each with the same terms and conditions as in this Agreement.

(g) Representations, Warranties and Covenants. Seller hereby represents, warrants and covenants as follows:

(i) Except as otherwise permitted by Purchaser in writing in its sole discretion, Seller shall (A) maintain and operate the Property in its current condition and operation; (B) not enter into any lease, agreement or contract or a modification thereof (including existing loans or liens on the Property) affecting the Property unless such lease, agreement or contract shall terminate upon transfer of the Property or is approved by Purchaser in its sole discretion; (C) comply with all material contracts, agreements and obligations with respect to the Property; (D) maintain current amounts of fire, extended coverage, hazard and other insurance for the Property; and (E) not sell, assign, dispose of or further encumber the Property.

(ii) Seller shall not commit or permit any act that would diminish or devalue the Property or Purchaser’s rights under this Agreement.

(iii) Seller shall within 20 days of the date hereof provide to Purchaser all documents, contracts, agreements and other information regarding the Property that is within the possession or control of Seller.

(iv) During the Option Term, Purchaser and its agents shall have the right, upon reasonable notice and during reasonable times and without unreasonably interfering

with the normal operation of the Property, to enter upon the Property to conduct inspections and testing (including surveying and environmental assessments), and to inspect and copy Seller's books and records with respect to the Property. Seller shall reasonably cooperate with Purchaser in inspecting and evaluating the Property, applying for or obtaining financing for the Property and obtaining entitlements or permits with respect to the Property.

4. General Provisions.

(a) Entire Agreement. This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations, drafts, and other understandings which the parties may have had concerning the subject matter hereof.

(b) Time. Time is of the essence of this Agreement.

(c) Successors. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the heirs, successors, executors, administrators and assigns of the parties hereto. Seller agrees that Purchaser shall have the right to assign this Agreement or to nominate another person (including, without limitation, a limited partnership controlled by Purchaser) to take title to the Property without Seller's consent.

(d) Amendments. This Agreement may not be amended or modified except by written documents signed by all parties hereto.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this Agreement is held to be prohibited by, or invalid under, applicable law, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

(f) Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together shall constitute one and the same Agreement.

(g) Notice. Any notice, demand, request, consent or other communication which either party desires or is required to give to any other party shall be in writing and shall be deemed to have been given when either: (a) delivered in person or by facsimile transfer, or (b) sent by overnight courier or first-class registered or certified mail, postage pre-paid, return receipt requested, addressed to such party at the address set forth following each party's signature to this Agreement. Either party may designate another address for itself at any time upon written notice to the other party.

(h) Headings. The titles and headings of the various sections of this Agreement have been inserted only for convenience of reference. They are not part of this Agreement and may not be used to construe or interpret any of the terms hereof.

(i) Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

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

By: _____
Vanessa Cooper
Executive Director

Address:

Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

PURCHASER:

Island City Development,
a California nonprofit public benefit corporation

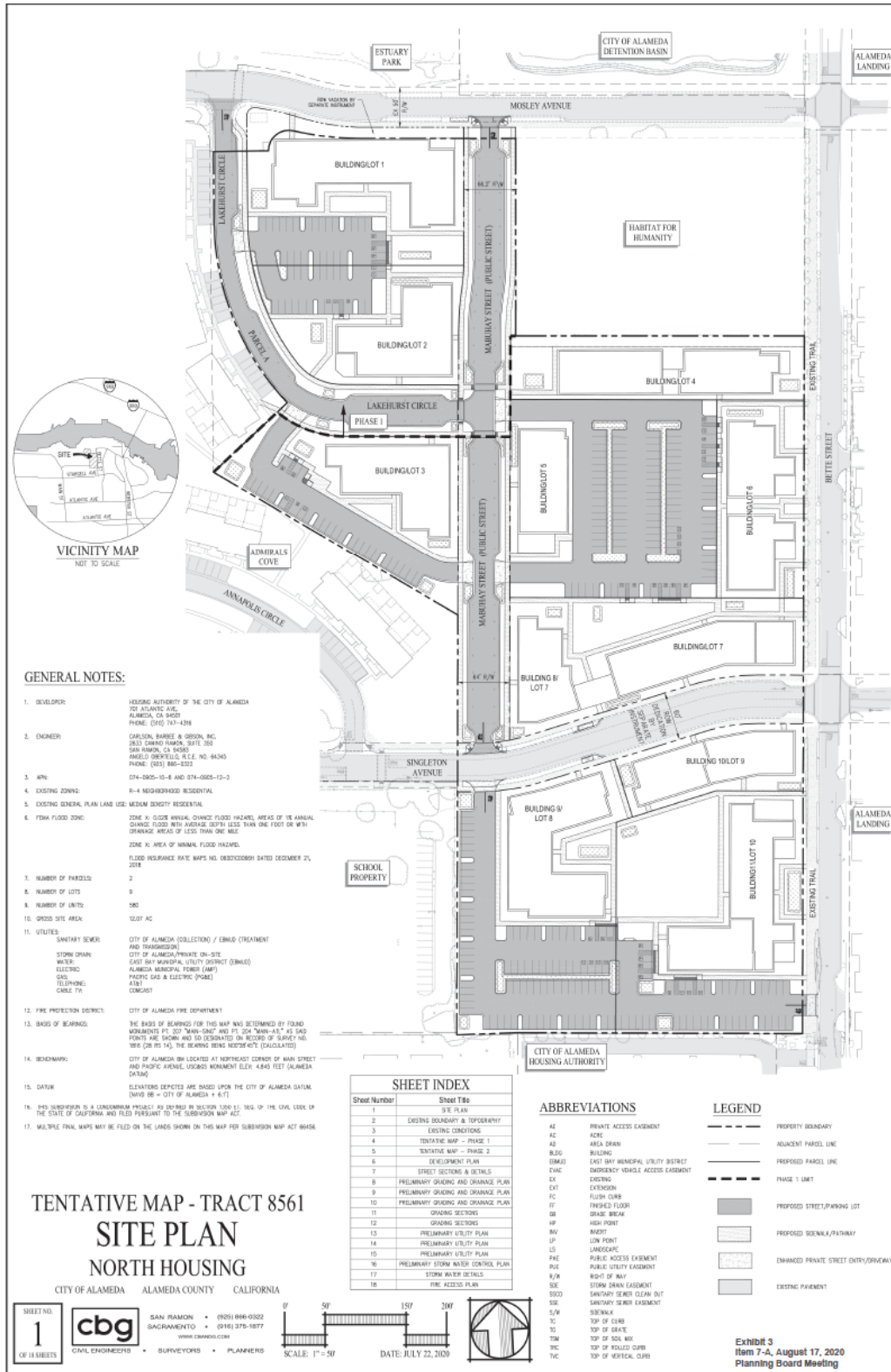
By: _____
Vanessa Cooper
President

Address:

Island City Development
c/o Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501
Attn: Executive Director

EXHIBIT A

Tentative Map – Tract 8561 Site Plan for North Housing



Attachment 5_North Housing Expenses Chart Through October 31, 2021

North Housing Predevelopment Expenses Chart Through October 31, 2021.

<u>North Housing</u>	<u>Total</u>
12 Acre Site Pre-Development (includes master planning and demolition)	\$4,140,586
First Phase Pre-Development (Block A, includes 90 PSH units)	\$220,594
Carrying Costs (see details below)	\$446,383
Grand Total	\$4,807,563

<u>Carrying Costs-Details</u>	
<i>Predevelopment Category</i>	<u>Total</u>
Administrative Expenses (including postage & advertising)	\$1,092
Furniture and Equipment - Fencing	\$65,043
Insurance	\$4,292
On Site Improvements	\$317,202
Legal Expense	\$6,009
Permit & Fees	\$722
Prepaid - Other	\$5,030
Professional Services (Other)	\$17,208
Survey	\$29,785
Grand Total	\$446,383



**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: Allyson Ujimori, Senior Project Manager

Date: November 17, 2021

Re: Video of Rosefield Village Tour.

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 Avenue. ICD is the developer. The overall project scope includes both the rehabilitation of existing structures and the construction of a new building in the middle of the site. In addition to the 78 units, the new central building includes onsite laundry facilities, property management offices, social service coordination offices, a community room, and a central courtyard with recreation areas. 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

Staff has prepared a short video tour of Rosefield Village depicting the construction process. Footage was taken at various stages of construction, the latest of which was at 50% completion. The video can be found at the following link:

[Link to Video](#)

FISCAL IMPACT

This item is not applicable.

CEQA



This item is not applicable.

RECOMMENDATION

Accept the Video Tour of Rosefield Village.

ATTACHMENTS

None

Respectfully submitted,

A handwritten signature in blue ink that reads "Allyson Ujimori". The signature is written in a cursive, flowing style.

Allyson Ujimori, Senior Project Manager



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: November 17, 2021

Re: Adopt the Revised Schedule of Authorized Positions and Pay Schedule for Fiscal Year 2021-2022.

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. A corresponding Pay Schedule is also adopted, and periodically updated as changes, such as the granting of a Cost of Living Adjustment (COLA), are made. Changes to the Pay Schedule were most recently adopted in August 2021.

DISCUSSION

Due to staff turnover or transfer, two vacancies have occurred in the Property Operations Department in the past two months. As property management is in the process of being outsourced, Management is electing not to fill those positions, and critical duties are being distributed to existing staff. At the same time, needs for additional capacity have been identified in the Administration Department and in Housing Development.

In the Administration Department, Management is proposing the addition of a Principal Management Analyst. This individual contributor position would provide additional support on high-level, complex program and policy issues, special projects, and program assignments. Should this position, if approved, be filled by an internal candidate, Management may elect to eliminate one Senior Management Analyst or Management Analyst role.

In the Housing Development Department, an Assistant Project Manager position is being proposed. This position would provide more junior-level support to the increased number of development projects AHA is undertaking.

Both positions are included in the Pay Schedule at proposed salary levels; the Principal



Management Analyst in range 47, and the Assistant Project Manager in range 30. It is noted that a compensation study of all positions is planned for early 2022, and these positions will be further reviewed when that study is done.

FISCAL IMPACT

The addition of these two positions maintains total FTE's for 2021-2022 at 55. These two positions, however, are placed on the Pay Schedule at higher levels than the positions management is electing not to fill. Funds are adequate in the current fiscal year budget to allow for these higher-paid positions, due to vacancies in other budgeted positions, and, as described above, potentially reducing one other Analyst position should an internal candidate be hired. Ongoing funding for these positions will be included in the budget preparation for FY 2022-2023.

CEQA

Not applicable to this item.

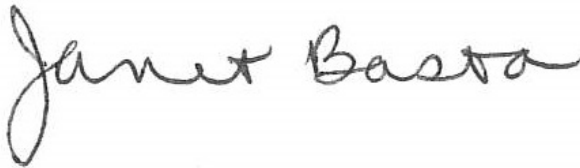
RECOMMENDATION

Adopt the Revised Schedule of Authorized Positions and Pay Schedule for Fiscal Year 2021-2022.

ATTACHMENTS

1. Exhibit 1 Schedule of Authorized Positions FY 2021-2022 11.17.21 Rev
2. Exhibit 2 Pay Schedule 2021-2022 Eff 11.17.2021
3. Exhibit 3 Reso-Amend Schedule of Authorized Positions and Pay Schedule 2021.11

Respectfully submitted,



Janet Basta, Director of Human Resources and Operations

Housing Authority of the City of Alameda
Schedule of Authorized Positions
7/1/2021, Rev. 11/17/2021

Exhibit 1

Department/Position Title	2021-2022 approved	Proposed change	Year on Year
	FTE 2021-2022	FTE 2021 - 2022	Difference
Administration Department			
Executive Director	1.00	1.00	
Deputy Executive Director (See Note I)	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)	1.00	1.00	
Senior Management Analyst	2.00	2.00	
Principal Management Analyst (See Note J)	0.00	1.00	
Management Analyst	3.00	3.00	
Program Assistant	1.00	1.00	
Sub-total	13.00	14.00	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	
Asset Manager (See Note H)	1.00	1.00	
Housing Specialist I/II (See Note B, K)	1.00	0.00	
Maintenance Technician I & II (See Note B)	4.00	4.00	
Maintenance Specialist (See Note K)	1.00	0.00	
Resident Manager I and II (See Notes A and B)	2.00	2.00	
Assistant Resident Manager (See Notes A and B)	1.00	1.00	
Sub-total	12.00	10.00	-2.00
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)	1.00	1.00	
Assistant Project Manager	0.00	1.00	
Program Assistant	0.50	0.50	
Sub-total	5.50	6.50	1.00
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	55.00	55.00	0.00

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

Note I: Position may be filled at a Director of Administrative Services level.

Note J: May be an additional position if filled externally; if internally may absorb and not add 1 FTE

Note K: Due to outsourcing of Property Management, this position is not scheduled to be filled.

**HOUSING AUTHORITY OF THE CITY OF ALAMEDA
PAY SCHEDULE FY 2021-2022 eff. 11/17/2021 (with 3.2% COLA)**

Position Title	Salary Range	Effective Date	MONTHLY SALARY				
			Step 1	Step 2	Step 3	Step 4	Step 5
Housing Assistant	10	8/29/2021	\$ 4,918	\$ 5,164	\$ 5,422	\$ 5,693	\$ 5,978
Program Assistant	14	8/29/2021	\$ 5,422	\$ 5,693	\$ 5,978	\$ 6,277	\$ 6,590
Maintenance Technician I****	16	8/29/2021	\$ 5,693	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919
Housing Specialist I	18	8/29/2021	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266
Accounting Specialist	18	8/29/2021	\$ 5,978	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266
Maintenance Specialist	20	8/29/2021	\$ 6,277	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629
Housing Specialist II	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Rent Program Specialist (aka Rent Stabilization)	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Maintenance Technician II****	22	8/29/2021	\$ 6,590	\$ 6,919	\$ 7,266	\$ 7,629	\$ 8,011
Executive Assistant	25	8/29/2021	\$ 7,093	\$ 7,448	\$ 7,819	\$ 8,211	\$ 8,621
Housing Specialist III	26	8/29/2021	\$ 7,266	\$ 7,629	\$ 8,011	\$ 8,411	\$ 8,832
Accounting Officer	28	8/29/2021	\$ 7,629	\$ 8,011	\$ 8,411	\$ 8,832	\$ 9,273
Assistant Project Manager	30	11/17/2021	\$ 8,011	\$ 8,411	\$ 8,832	\$ 9,273	\$ 9,736
Property Management Supervisor	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Housing Programs Supervisor	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Management Analyst	33	8/29/2021	\$ 8,621	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480
Project Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Construction Project Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Asset Manager	35	8/29/2021	\$ 9,053	\$ 9,505	\$ 9,980	\$ 10,480	\$ 11,003
Administrative Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Assistant Director of Housing Programs	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Controller	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Community Relations Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Risk Manager*	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Senior Project Manager	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Senior Management Analyst	42	8/29/2021	\$ 10,735	\$ 11,271	\$ 11,835	\$ 12,427	\$ 13,048
Principal Management Analyst	47	11/17/2021	\$ 12,131	\$ 12,738	\$ 13,375	\$ 14,043	\$ 14,745
Director of Housing Programs	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of Portfolio Management (aka Property Operations)	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of Rent Programs (aka Rent Stabilization)	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of Administrative Services	50	8/29/2021	\$ 13,048	\$ 13,701	\$ 14,386	\$ 15,105	\$ 15,860
Director of HR and Operations	54	8/29/2021	\$ 14,386	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486
Director of Housing Development (aka HCD)	54	8/29/2021	\$ 14,386	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486
Director of Finance	56	8/29/2021	\$ 15,105	\$ 15,860	\$ 16,653	\$ 17,486	\$ 18,360
Deputy Executive Director	60	8/29/2021	\$ 16,653	\$ 17,486	\$ 18,360	\$ 19,279	\$ 20,242
Executive Director**	N/A	8/29/2021	\$ 24,903	\$ 26,148			
Resident Manager II**, ****	N/A	8/29/2021	\$ 33.63/hour				
Resident Manager ***, ****	N/A	8/29/2021	\$ 24.34/hour				
Assistant Resident Manager****	N/A	8/29/2021	\$ 20.64/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 REVISED SCHEDULE OF AUTHORIZED POSITIONS AND PAY
SCHEDULE FOR FISCAL YEAR 2021-2022

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 November 17, 2021, the Housing Authority will adopt the revised Schedule of Authorized Positions and Pay Schedule for Fiscal Year 2021-2022.

ATTEST:

Carly Grob, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



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: Vanessa Cooper, Executive Director

Date: November 17, 2021

Re: Adopt Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

BACKGROUND

On March 17, 2020, Governor Newsom issued Executive Order N-29-20 which allowed for relaxed provisions of the Ralph M. Brown Act (Brown Act) that allowed legislative bodies to conduct meetings through teleconferencing without having to meet the strict compliance of the Brown Act. All provisions of Executive Order N-29-20 concerning the conduct of public meetings via teleconferencing expired on September 30, 2021.

DISCUSSION

Assembly Bill 361(Chapter 165, Statutes of 2021) (AB 361) was signed into law by the Governor on September 16, 2021, and went into effect immediately. It amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology after the September 30, 2021 expiration of the current Brown Act exemptions as long as there is a "proclaimed state of emergency" by the Governor. This allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk. AB 361 will sunset on January 1, 2024.

AB 361 requires the following to continue to conduct teleconferenced meetings:



1. Notice of the meeting must still be given in compliance with the Brown Act, and the notice must include the means by which the public may access the meeting and provide public comment remotely.
2. The public must be provided access to the meeting via a call-in option or internet-based service option and allowed to “address the legislative body directly.” The Housing Authority does not have to provide an in-person option for the public to attend the meeting.
3. The meeting must be conducted “in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.”
4. If there is a disruption to the meeting broadcast or in the ability to take call-in or internet-based public comment, no further action can be taken on agenda items until the issue is resolved, even if this means stopping the meeting at that point and continuing all remaining items.
5. The Board of Commissioners cannot require comments to be submitted before the start of the meeting. The public must be allowed to make “real time” public comment.
6. Reasonable time for public comment must be provided. If the Board provides a timed public comment period, the public comment period must be left open until the time expires.
7. All votes must be taken by roll call.
8. The Board of Commissioners must approve a resolution making findings by majority vote within 30 days of the first teleconferenced meeting under AB 361 and every 30 days thereafter to continue to conduct teleconference meetings under AB 361. The body must find it has reconsidered the circumstances of the state of emergency and either 1) the emergency continues to impact the ability to meet safely in person, or 2) State or local officials continue to impose or recommend social distancing.

In light of AB 361, the continuing COVID-19 State of Emergency declared by the Governor, the continuing Local Emergency declared by the City of Alameda, the continuing recommendations by the County of Alameda Health Officer of social distancing as a mechanism for preventing the spread of COVID-19, and the continued threats to health and safety posed by indoor public meetings, staff recommends the Board of Commissioners adopt the proposed Resolution making the findings required to initially invoke AB 361.

The procedures currently set up for Board of Commissioners' meetings, which provide public attendance and comment through a call-in or internet-based service option, satisfy the requirements of AB 361. The Executive Director, or designee, will work with the Board to ensure that meeting procedures for all teleconferenced meetings comply with AB 361. Continued reliance will require the Board of Commissioners to adopt a new resolution making required findings every 30 days.

FISCAL IMPACT

None.

CEQA

N/A

RECOMMENDATION

Adopt Resolution of the Board of Commissioners of the Housing Authority of the City of Alameda Ratifying the Proclamation of a State of Emergency by the Governor of the State of California on March 4, 2021, and Making Findings Authorizing Continued Remote Teleconference Meetings of the Board of Commissioners Pursuant to Brown Act Provisions, as amended by Assembly Bill No. 361.

ATTACHMENTS

1. DRAFT RESOLUTION No. 1019 - AB 361 Resolution
2. AB 361.pdf 2021

Respectfully submitted,



Vanessa Cooper, Executive Director

HOUSING AUTHORITY OF THE CITY OF
ALAMEDA *Resolution No. 1019*

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY THE GOVERNOR OF THE STATE OF CALIFORNIA ON MARCH 4, 2021, AND MAKING FINDINGS AUTHORIZING CONTINUED REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF COMMISSIONERS PURSUANT TO BROWN ACT PROVISIONS, AS AMENDED BY ASSEMBLY BILL NO.

361

WHEREAS, the Housing Authority of the City of Alameda ("Housing Authority") is committed to preserving and nurturing public access and participation in meetings of the Board of Commissioners; and

WHEREAS, all meetings of the Housing Authority's Board of Commissioners are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Housing Authority's Board of Commissioners conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist within the jurisdiction of the Housing Authority which includes the City of Alameda, specifically, on March 17, 2020 the Governor of the State of California proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS, as a result of the COVID-19 pandemic the California Department of Health and the Health Officer of the County of Alameda continue to recommend measures to promote social distancing. Additionally, On March 17, 2020, in response to the COVID-19 pandemic, the City Council of the City of Alameda, declared a local emergency as set forth in Ordinance No. 3267; and

WHEREAS, the Board of Commissioners does hereby find that the COVID-19 pandemic has caused, and will continue to cause, imminent risk to the health and safety of attendees meeting in person for a Board of Commissioners' meeting, and the COVID-19 pandemic has caused conditions of peril to the safety of persons within the jurisdiction of the Housing Authority that are likely to be beyond the control of services, personnel, equipment, and facilities of the Housing Authority, and desires to ratify the proclamation of a local emergency by the City of Alameda, ratify the proclamation of a state of emergency by the Governor of the State of California and ratify the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing; and

WHEREAS, as a consequence of the local emergency and state of emergency the Board of Commissioners does hereby find that the Board of Commissioners of the Housing Authority shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that the Board of Commissioners shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code section 54953; and

WHEREAS, when holding teleconferenced meetings under abbreviated teleconferencing procedures permitted under the Brown Act, the Housing Authority will ensure access for the public by complying with all requirements set forth in Government Code section 54953(e), including, but not limited to, giving notice of the meeting and posting agendas, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Reconsideration. The Board hereby reconsiders the circumstances of the state of emergency.

Section 3. Ratification of the City of Alameda's Proclamation of a Local Emergency. The Board hereby ratifies the City of Alameda's proclamation of a Local Emergency as set forth in Ordinance No. 3267 adopted on March 17, 2020.

Section 4. Ratification of the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing. The Board hereby finds that state and local officials continue to recommend measures to

promote social distancing. The Board further hereby ratifies the California Department of Health and the Health Officer of the County of Alameda's recommended measures to promote social distancing and finds that, as a result of the state of emergency, meeting in person would present imminent risk to the health or safety of attendees.

Section 5. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020, and hereby finds that the state of emergency continues to directly impact the ability of the Board of Commissioners and members of the public to meet safely in person.

Section 6. Remote Teleconference Meetings. The Housing Authority's Executive Director, and designee, and the Board of Commissioners are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continued teleconferencing and conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 7. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from the adoption of this Resolution, or, (ii) such time as the Board of Commissioners adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board of Commissioners of the Housing Authority may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the City of Alameda this _____ day of _____, 20____, by the following vote:

AYES: _____ NOES: _____ ABSETENTIONS: _ ABSENT: __

ATTEST:

Vanessa M. Cooper
Secretary Board of Commissioners

Carly Grob
Chair

Adopted: _____

Assembly Bill No. 361

CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with
Secretary of State September 16, 2021.]

LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.