



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**                    **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**DATE & TIME**            **Wednesday, February 21, 2024 - 6:30 PM**

**LOCATION**

Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

**PUBLIC PARTICIPATION** Public access to this meeting is available as follows:

Join Zoom Meeting

<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAeFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

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

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

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

Persons in need of special assistance to participate in the meetings of the Housing Authority of the City of Alameda Board of Commissioners, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Housing Authority of the City of Alameda Board of Commissioners to make reasonable arrangements to ensure accessibility or language assistance.

**PLEDGE OF ALLEGIANCE**

1. **ROLL CALL**
2. **AB2449 COMPLIANCE** The Chair will confirm that there are 4 members in the



same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

3. COMMISSIONER RECUSALS
4. Public Comment (Non-Agenda)
5. Closed Session - 6:30 p.m. - Adjournment to Closed Session to Consider:
  - 5.A. Conference with Legal Counsel-Anticipated Litigation:  
Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code Section 54956.9:  
One potential case
  - 5.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 Joseph Nagel, Construction Project Manager, Negotiating Parties: Alameda Hospitality, LLC;  
Under Negotiation: Price and Terms
6. Adjournment of Closed Session
7. RECONVENE REGULAR MEETING
8. Announcement of Action Taken in Closed Session, if any.
9. Public Comment (Non-Agenda)
10. 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.
  - 10.A. Approve Minutes of the Regular Board of Commissioners Meetings held on December 20, 2023 and January 17, 2024. **Page 5**



- 10.B. Accept the Monthly Overview Report for Property Operations. **Page 17**
- 10.C. Accept the Monthly Overview Report for the Housing Programs Department. **Page 21**
- 10.D. Accept the Monthly Update on Construction in Progress (CIP). **Page 24**
- 10.E. Accept the Monthly Development Report for The Estuary I. **Page 28**
- 10.F. Accept the Quarterly Overview Report for the Executive/HR Department. **Page 32**
- 10.G. Accept the Quarterly Overview Report For Administrative Services Department. **Page 37**
- 10.H. Accept the Quarterly Overview Report for the Housing Development Department. **Page 44**
- 10.I. Accept the Quarterly Development Report for The Estuary II. **Page 51**
- 10.J. Accept the Quarterly Overview Report for the Asset Management Department. **Page 55**
- 10.K. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023. **Page 72**
- 10.L. Accept the Quarterly Financial Report for the month ended December 31, 2023. **Page 88**
- 10.M. Accept the Quarterly Investment Report for the Period Ending December 31, 2023. **Page 105**
- 10.N. Accept the 2024 Communications and Community Relations Report. **Page 117**
- 10.O. Accept Report on Housing Authority Records Disposition. **Page 123**
- 10.P. Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diamant Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600. **Page 137**
- 10.Q. Approve the Annual Intern Program and Continuation of a One-Year Rotating Fellowship Program for Graduates of the Intern Program. **Page 141**
- 10.R. Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027. **Page 144**
- 10.S. Accept conflict of interest letters from Goldfarb and Lipman for a number of transactions. **Page 162**
- 11. AGENDA
- 11.A. Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025. **Page 172**
- 11.B. Accept the Monthly Development Report for Linnet Corner and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner **Page 256**
- 11.C. Accept the Quarterly Development Report; Approve a \$2,100,000 Predevelopment Loan and 20 year Option to Ground Lease to Island City Development; Authorize the Executive Director or Designee to Negotiate and Execute the Predevelopment Loan and Option Agreement for The Poplar (2615



Eagle Avenue). **Page 275**

- 11.D. Approve changes to the Administrative Plan to implement the approved Moving To Work activities and other procedural updates. **Page 286**
12. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
13. EXECUTIVE DIRECTOR'S COMMUNICATIONS
14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
15. CONTINUATION OF CLOSED SESSION OF HOUSING AUTHORITY BOARD OF COMMISSIONERS – IF NEEDED
16. Announcement of Action Taken in Closed Session, if any.
17. ADJOURNMENT

\* \* \* Note \* \* \*

- Documents related to this agenda are available on-line at: <https://www.alamedahsg.org/meetings/>
- 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, December 20, 2023**

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 6:03 p.m.

1. ROLL CALL

Present: Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby,  
and Commissioner Joseph-Brown

Late Arrival: Commissioner Kaufman arrived at approximately 7:10 p.m.

Absent: Commissioner Tamaoki

2. AB2449 COMPLIANCE The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

Chair Grob confirmed that four Commissioners were present in the noticed meeting room and no Commissioners were attending the meeting remotely.



3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

5. Closed Session - 6:00 p.m. - Adjournment to Closed Session to Consider:

Chair Grob adjourned to Closed Session at 6:05 p.m. to consider item 5.A.

5.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, and Sylvia Martinez, Director of Housing Development, Joseph Nagel, Construction Manager,

Negotiating Parties: Alameda Hospitality, LLC;

Under Negotiation: Price and Terms

6. Adjournment of Closed Session

Chair Grob adjourned Closed Session at 7:35 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 7:40 p.m.

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

Chair Grob announced that during Closed Session the Board discussed item 5.A and provided direction to the department overseeing the acquisition.

9. Public Comment (Non-Agenda)

None.

10. 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.

- \*10.A. Approve Minutes of the Special Board of Commissioners Meeting held on October 25, 2023 and the Regular Board of Commissioners Meeting held on November 15, 2023.
  - \*10.B. Accept the Monthly Development Report for Linnet Corner.
  - \*10.C. Accept the Quarterly Financial Report for the month ended September 30, 2023.
  - \*10.D. Approve and Authorize the Executive Director or Designee to Negotiate and Execute a Contract Not to Exceed \$4,500,000 with J.H. Fitzmaurice Inc. for North Housing Block A Offsites Work, and to Negotiate and Enter Into Reimbursement Agreements with Lakehurst and Mosley LP, Mosley and Mabuhay LP, and Mabuhay and Lakehurst LP.
  - \*10.E. Approve a \$200,000 Increase to North Housing Block A’s Soil Stabilization Budget, and for the Executive Director to Negotiate and Enter Into Reimbursement Agreements with Lakehurst and Mosley LP, Mosley and Mabuhay LP, and Mabuhay and Lakehurst LP.
  - \*10.F. Approve the 2024 AHA Operations (Holiday and Office Closure) Calendar.
  - \*10.G. Approve 2023-24 Goals for the Executive Director and Approve Changes to the 2014 Contract with the Executive Director.
  - \*10.H. Approve the 2022-23 Housing Successor Agency Report.
  - \*10.I. Authorize the Executive Director to negotiate and approve an increase in the contract amount between the Housing Authority of the City of Alameda and Advanced Restoration, Inc. in the amount of One Hundred Ninety-Five Thousand Dollars and Zero cents (\$195,000.00) for a total not to exceed amount of Four Hundred Forty Thousand Dollars and Zero Cents (\$440,000.00) and to extend the end date from September 30, 2024 to September 30, 2026.
  - \*10.J. Approval of Commissioner conference attendance and 2024 Out-of-State travel.
- Items accepted or adopted are indicated by an asterisk.**

Commissioner Kaufman moved to accept the Consent Calendar items, and Vice-Chair Sidelnikov seconded. The motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
Absent		Commissioner Tamaoki

11. AGENDA

- 11.A. Accept Report on Pulte Homes Acquisitions.



Jocelyn Layte, Housing Development Specialist, provided a presentation that included an overview of the acquisition of Pulte Homes.

Vanessa Cooper, Executive Director stated that the complete acquisition of these units was completed in phases, over a 2-year period, with units coming online at different times, in different sizes, and with different utility systems. In essence this acquisition was equivalent to the construction of an 18-unit property. These units help the Housing Authority of the City of Alameda (AHA) to meet its goals to serve middle income and families with diverse needs and incomes. Ms. Cooper expressed gratitude for the work performed by Ms. Layte and Richard Yoshida.

In response to Chair Grob, Ms. Cooper stated that to ensure that tenants are treated fairly, and suffer no biased that renters often face, AHA's newly hired Asset Management Team is considering the role that AHA will serve, if any, on the HOA Board. Currently, AHA is represented by Property Management at the HOA Meetings.

Responding to Chair Grob, Ms. Layte and Ms. Cooper confirmed that at project start the Housing Development Team, led by Sylvia Martinez, Director of Housing Development, in partnership with the City of Alameda ensured that the location of the units to be occupied by AHA tenants would be compliant with all regulations.

In response to Commissioner Kaufman, Ms. Layte stated that AHA purchased 18 of the 39 units that were included in the Inclusionary Housing Program Agreement between Pulte Homes and the City of Alameda. Ms. Martinez stated that the remaining units were sold at a higher price point. Considering that very low-income homebuyers frequently go into distress in condo or townhome communities, due to the financial stresses seen by payment of HOA fees, which typically rise faster than inflation, rental payments, and insurance costs, AHA purchased the lowest priced units which were sold at levels affordable for incomes between 50% – 80% AMI.

Responding to Commissioner Joseph-Brown, Ms. Layte stated that AHA pays the HOA fees for these units. Ms. Cooper stated that these units have solar panels and because of the way the system is billed, AHA pays for the electricity and the tenants pay a portion of the remaining utilities for their unit. However, voucher holders receive a stipend for utilities and non-voucher holders pay utilities at a discounted rate. Ms. Layte stated that purchases began in March 2021 and were finalized in March 2023. As units come online, they are listed on the availability list. Anyone who is an HCV voucher, comes to AHA through port, or a transfer is receiving the availability list weekly through the AHA website.





Vice-Chair Sidelnikov stated that considering the location of these homes, he would like AHA to monitor and take part in the discussion surrounding the port expansion concerns.

- 11.B. Adopt the Authorizing Resolution No. 1065 for the Ground Lease, Seller and Cash Loans, Approve Financing and Ownership Structure for The Estuary I, Approve Amendment to the Joint Development Agreement between AHA and ICD, and Accept a Loan Up to \$165,000 from Island City Development for Payment of Project Management Fees.

Jenny Wong, Sr. Project Manager – provided amended attachments, including an amended Resolution, to Board and provided a presentation that summarized the Estuary I Authorizing Resolution. Ms. Wong noted that because this is a 9% tax credit project, the developer fee is limited to \$2.2M. The updated “Developer Fee” slide of the presentation represents the Cash Fee that staff anticipates receiving for this project. However, as the investor and developer are still underwriting, the numbers presented are in flux. Ms. Wong stated, as part of the MOU, Building Futures needs to be listed as the special limited partner. However, considering that the project is moving quickly toward closing, the amended Resolution includes the addition of language to indicate that AHA may become a place holder special limited partner until after closing. Ms. Wong expressed a special thank you to the Board of Commissioners, past and present, the City of Alameda, including Mayor Ashcraft, City Councilmembers, and City Staff, Alameda Point Collaborative, and Building Futures for the partnerships and work performed on this project.

Vice-Chair Sidelnikov expressed gratitude for work performed AHA staff and stated that it is amazing to see the project moving forward and coming to fruition and stated that he is very excited for the services that will be provided through the permanent supportive housing.

Chair Grob moved to adopt the Authorizing Resolution No. 1065, with the modifications as read in to the record, for the Ground Lease, Seller and Cash Loans, Approve Financing and Ownership Structure for The Estuary I, Approve Amendment to the Joint Development Agreement between AHA and ICD, and Accept a Loan Up to \$165,000 from Island City Development for Payment of Project Management Fees, as amended, and Commissioner Joseph-Brown seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
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Absent	Commissioner Tamaoki
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- 11.C. Adopt the Resolution No.1066 to Apply for National Housing Trust Funds for Estuary II; Authorize the Executive Director to submit a funding application to the State of California and to make minor changes to Resolution No.1066 to comply with regulations.

Ms. Martinez stated that some applications for State funding require that the Board be made aware of the application submittal. Staff is in the process of composing a competitive NHTF application for the max amount available, however, the actual sum of funds is not yet defined. The application is due January 4, 2024. This is another funding source that is available through the State, just to help supplement where other funding may not come.

Vice-Chair Sidelnikov moved to adopt the Resolution No. 1066 to Apply for National Housing Trust Funds for Estuary II; Authorize the Executive Director to submit a funding application to the State of California and to make minor changes to Resolution No. 1066 to comply with regulations, and Chair Grob seconded. A roll call vote was taken, and the motion passed unanimously.

Yes	5	Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby, Commissioner Joseph-Brown, and Commissioner Kaufman
Absent		Commissioner Tamaoki

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

None.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper recognized that this would be the last meeting of the year and expressed gratitude for the work performed by the Board of Commissioners, General Counsel, and AHA Staff throughout the year and wished all in attendance a happy holiday season.

Ms. Cooper expressed gratitude for the collaborative work performed by Ms. Wong, the Finance Staff, and the legal team that allowed AHA to close on the predevelopment loan for the AUSD site. This was a great way to end the year.

Ms. Cooper stated that Joshua Altieri, Community Relations Manager in collaboration with LifeSTEPS, the College of Alameda, and Toys for Tots, which is run by John McCahan, former member of the Board of Commissioners, hosted a very successful toy drive.



Ms. Cooper encouraged the Commissioners to visit the North Housing project site to see the progress being made and announced that the groundbreaking for this site is scheduled for April 24, 2024.

Ms. Cooper also stated that while AHA started the year with a significant number of residents behind in rent, which was expected after the pandemic, through collaboration with FPI Management, and the legal team, AHA has been able to establish payment plans with tenants who owe large amounts of money and in many cases collect much more than the 10% required to enter the payment plan. This work has allowed many AHA tenants to move very close to normal payment of rent.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Grob and Vice-Chair Sidelnikov expressed gratitude for the work performed by AHA staff throughout the year, noting that staff keeps the Board of Commissioners well informed, and wished everyone a happy holiday season.

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

N/A

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

None.

17. ADJOURNMENT

Chair Grob adjourned the meeting at 8:17 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

\_\_\_\_\_  
Carly Grob, Chair  
Board of Commissioners





**DRAFT MINUTES  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
WEDNESDAY, JANUARY 17, 2024**

PLEDGE OF ALLEGIANCE

Vice-Chair Sidelnikov called the meeting to order at 6:10 p.m.

1. ROLL CALL

Present: Vice-Chair Sidelnikov, Commissioner Husby,  
Commissioner Joseph-Brown, Commissioner Kaufman, and  
Commissioner Tamaoki

Later Arrival: Chair Grob arrived at approximately 6:55 p.m.

2. AB2449 COMPLIANCE The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Commissioners for the emergency circumstances to be used as a justification to participate remotely. Remote Commissioners must provide a general description of the circumstances relating to need to appear remotely at the given meeting. Commissioner must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Commissioner cannot participate in meetings of the Board of Commissioners solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AHA within a calendar year, or more than 2 meetings if the Board of Commissioners regularly meets fewer than 10 times per calendar year.

Vice-Chair Sidelnikov confirmed that four Commissioners were present in the noticed meeting room and no Commissioners were attending the meeting remotely.



3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)

None.

5. Closed Session - 6:00 p.m. - Adjournment to Closed Session to Consider:

Vice-Chair Sidelnikov adjourned to Closed Session at 6:13 p.m.

5.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 Joseph Nagel, Construction Project Manager, Negotiating Parties: Alameda Hospitality, LLC;

Under Negotiation: Price and Terms

6. Adjournment of Closed Session

Vice-Chair Sidelnikov adjourned Closed Session at approximately 6:50 p.m.

7. RECONVENE REGULAR MEETING

Chair Grob reconvened the Regular Meeting at 7:02

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

Vice-Chair Sidelnikov announced that during Closed Session the Board discussed item 5.A and gave direction to staff.

9. Public Comment (Non-Agenda)

None.

10. 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.

- \*10.A. Accept the Monthly Overview Report for Property Operations.
- \*10.B. Accept the Monthly Overview Report for the Housing Programs Department.
- \*10.C. Accept the Monthly Update on Construction in Progress (CIP) and Authorize the Executive Director to Sign Amendment 6 to the North Housing contract with Engeo for soil management related environmental services in the amount of \$36,800.
- \*10.D. Accept the Monthly Development Report for The Estuary I.
- \*10.E. Authorize the Creation of ICD Shinsei LLC, a California limited liability company to enter Shinsei Gardens Apartments, L.P. as a Substitute Limited Partner, authorized to accept the assignment of the withdrawing Limited Partner's 99.99% limited partner interest and subsequently accept the assignment of the withdrawing Special Limited Partner's 0.001% interest in the partnership and Authorize the Executive Director, or her assigns to Negotiate and Execute a Revised Limited Partnership Agreement to Align with the Continued Operating Agreement with Resources for Community Development effective July 1, 2023.
- \*10.F. Authorize the Executive Director to approve a contract between the Housing Authority of City of Alameda and Liebert Cassidy Whitmore for a not to exceed amount of Three Hundred Fifty Thousand dollars and Zero cents (\$350,000.00) until February 28, 2027.
- \*10.G. Accept the Annual Review of the Investment Policy.

**Items accepted or adopted are indicated by an asterisk.**

Commissioner Husby moved to accept the Consent Calendar items, and Commissioner Kaufman seconded. The motion passed unanimously.

Yes	6	Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby Commissioner Joseph-Brown, Commissioner Kaufman, and Commissioner Tamaoki
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11. AGENDA

- 11.A. Accept Alameda Family Services Presentation.

Joshua Altieri, Community Relations Manager introduced Yunia Renteria, Manager with Alameda Family Services (FSS) who provided a presentation that summarized FSS Annual Report for the Early Childhood & Family Support Division Program Year 2023-2024.

The Board expressed gratitude for the presentation and services provided by FSS.

- 11.B. Adopt the Authorizing Resolution No.1067 for the Ground Lease and Cash



Loans and Approve the Financing and Ownership Structure for Linnet Corner.

Paris Howze, Project Manager provided a presentation that summarized the Linnet Corner (NH Senior Housing) project.

In response to Commissioner Tamaoki, Ms. Howze confirmed that the referred to “HCD’s sponsors,” as noted on the “Considerations” slide of the presentation, is in reference to the Housing Authority of the City of Alameda (AHA).

Commissioner Tamaoki expressed his excitement at seeing this project coming to fruition.

Vice-Chair Grob moved to adopt the Authorizing Resolution No.1067, as distributed today, for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner, and Vice-Chair Sidelnikov seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 6 Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby  
Commissioner Joseph-Brown, Commissioner Kaufman,  
and Commissioner Tamaoki

11.C. Provide Direction to Staff on Price and Terms on the purchase of 1628 Webster Street with Direction to Return to the Board in February 2024 with Any Items to be Ratified.

Chair Grob stated that item 11.C was addressed in Closed Session and no further discussion is needed.

11.D. Ratify and Approve Purchase and Sale Agreement Extensions #1 dated February 21, 2023, #2 dated July 19, 2023, #3 dated November 8, 2023, #4 dated November 20, 2023, and #5 dated December 13, 2023, Closed Session Decision dated December 20, 2023 to Terminate Escrow on Poppy Place (Webster Street Hotel).

Vice-Chair Grob moved to ratify and approve Purchase and Sale Agreement Extensions #1 dated February 21, 2023, #2 dated July 19, 2023, #3 dated November 8, 2023, #4 dated November 20, 2023, and #5 dated December 13, 2023, Closed Session Decision dated December 20, 2023 to Terminate Escrow on Poppy Place (Webster Street Hotel), and Commissioner Tamaoki seconded. A roll call vote was taken, and the motion passed unanimously.

Yes 6 Chair Grob, Vice-Chair Sidelnikov, Commissioner Husby  
Commissioner Joseph-Brown, Commissioner Kaufman,  
and Commissioner Tamaoki



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

Tony Weng, Sr. Project Manager expressed gratitude for the staff of the Housing Development Department covering his projects during his leave.

13. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Vanessa Cooper, Executive Director wished everyone a happy New Year.

14. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Vice-Chair Sidelnikov wished everyone a happy New Year and stated that he is excitedly looking forward to the new directions and opportunities this year will bring.

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

N/A

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

N/A

17. ADJOURNMENT

Chair Grob adjourned the meeting at 7:42 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Carly Grob, Chair  
Board of Commissioners







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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Siyuan (Steven) Zhou, Management Analyst

Date: February 21, 2024

Re: Accept the Monthly Overview Report for Property Operations.

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**BACKGROUND**

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

**DISCUSSION**

The attached table (Attachment 1) summarizes property performance for all sites including Housing Authority of the City of Alameda (AHA) and affiliate-owned sites for the month of January.

As of July 1, 2023, FPI Management (FPI) has taken over management duties for all properties previously managed by AHA and the John Stewart Company (JSCo). Staff will continue to work closely with FPI, LifeSTEPS and our residents to ensure that all properties continue to have a smooth transition.

**VACANCY**

The attached table (Attachment 1) reflects twenty-three (23) vacancies out of six hundred eighty-six (686) units for all properties for the month of January 2024. Staff are working diligently to fill the vacancies and fourteen (14) units have move-ins scheduled for the next month.

Lease up coordination between AHA Property Management, FPI, and AHA Housing Programs continues with the goal of filling vacancies as expeditiously as possible. Vacancies that do not have a waitlist are posted on the AHA website and applications are available through the Resident Managers, as well as GoSection 8, the Section 8 online search engine, and on Craigslist.

**RENT COLLECTIONS**

The attached table (Attachment 1) provides the collection rate versus rent billed for all AHA owned and affiliate-owned sites, and sites managed by FPI. An explanation for



properties with a collection rate below 98% or above 101% is provided below.

The collection rate for Independence Plaza is 91.3%. China Clipper is at 92.8%, Anne B Diament is at 92.1%, Eagle Village is at 96.4%, Parrot Village is at 88.5%, Rosefield Village is at 89.5% and AAHC owned scattered sites are at 93%. Esperanza is at 97.5% and Parrot Garden is at 94.6%. The higher collection rates are primarily due to past rent and subsidy amounts being recorded in the month of October. The lower collection rates are primarily due to the units pending legal action and past due balances for residents affected by COVID-19. Generally, senior properties have a higher rent collection rate, in part because the units are smaller.

The total delinquency (unpaid rent) for the portfolio for current tenants is \$772,443. All residents with a past due balance have been referred to LifeSTEPS for assistance. Property Management and LifeSTEPS continue to engage residents and encourage them to enter into a repayment agreement. Starting January 6, 2024, tenants who owe over \$100 are being referred to legal counsel for review of their cases and, where necessary, a 30-day notice to pay or quit has been filed with the court. Prior to this, only tenants who owe over \$1,000 were being issued such notices. Counsel is working with these families to enter into a "stay and pay" stipulated agreement.

**RENT INCREASES**

Rent increases will follow at all sites in the coming months, in accordance with the new payment standards implemented in November 2023. This will result in increases to the total contract rent going forward, but these rent increases to meet the new payment standards generally will not impact subsidized residents' tenant rent portion, as long as they are not over-housed. Independence Plaza rent increases will follow Board directions from February 2023 to include annual rent increases.

**SOCIAL SERVICES**

LifeSTEPS has been providing aid to tenants and households and continues to link them to financial and social service agencies, as needed.

The Food Bank has continued the farmer's market structure that was being utilized prior to the pandemic and LifeSTEPS has resumed running this model. Town hall meetings are being held for each site in the months of October and November.

**MAINTENANCE**

The attached table (Attachment 1) shows the Maintenance Requests completed in January 2024.

**FISCAL IMPACT**

Report only.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Monthly Overview Report for Property Operations.

**ATTACHMENTS**

1. February BOC Report

Respectfully submitted,

*Siyuan Zhou*

Siyuan (Steven) Zhou, Management Analyst

ATTACHMENT 1

Jan-24

Property Name	Yardi Property code	Owned by	Managed by	Total units	Senior or Family	Manager units	Gross Potential Rent (Budgeted)	Gross Potential Rent (Actual)	Tenant Rent Collected	Subsidy collected	Total Rent Collected (Actuals)	% collected	Current Month Delinquency	Total Current tenant Delinquency	Past Tenant Delinquency JSCO	Past Tenant Delinquency Y FPI	Total Delinquency (past and current)
China Clipper	v18	AHHC	FPI	26	Family	0	\$ 50,168.00	\$ 52,415.00	\$ 12,375	\$ 36,288	\$ 48,663	92.8%	\$ 3,752	\$ 22,487	\$ 2,349	\$ 226	\$ 25,062
Esperanza	v19	AAHC	FPI	120	Family	1	\$ 384,895.00	\$ 379,891.00	\$ 100,691	\$ 274,730	\$ 375,421	97.5%	\$ 9,474	\$ 164,625	\$ 1,125	\$ 47,825	\$ 213,575
Littlejohn Commons	v20	ICD	FPI	31	Senior	1	\$ 53,181.00	\$ 60,040.00	\$ 10,263	\$ 44,833	\$ 55,096	91.8%	\$ 4,944	\$ 52,909	\$ 0	\$ 0	\$ 52,909
Parrot Garden	v21	AHA	FPI	8	Family	1	\$ 19,153.00	\$ 19,153.00	\$ 6,071	\$ 12,046	\$ 18,117	94.6%	\$ 1,036	\$ 21,823	\$ 1,352	\$ 0	\$ 23,175
Parrot Village	v22	AAHC	FPI	50	Family	0	\$ 132,453.00	\$ 173,496.00	\$ 45,682	\$ 107,863	\$ 153,545	88.5%	\$ 19,951	\$ 152,701	\$ 32,782	\$ 127,604	\$ 313,087
Everett Commons	v23	ICD	FPI	20	Family	1	\$ 50,451.00	\$ 52,009.00	\$ 11,597	\$ 35,129	\$ 46,726	89.8%	\$ 5,283	\$ 6,599	\$ 256	\$ 0	\$ 8,855
Scattered Sites	v24	AHA	FPI	25	Family	0	\$ 52,700.00	\$ 52,665.00	\$ 11,630	\$ 36,683	\$ 48,313	91.7%	\$ 4,352	\$ 33,210	\$ 0	\$ 0	\$ 33,210
Scattered Sites	v25	AAHC	FPI	27	Family	0	\$ 49,407.00	\$ 57,793.00	\$ 27,143	\$ 26,593	\$ 53,736	93.0%	\$ 4,057	\$ 39,919	\$ 0	\$ 808	\$ 40,727
Rosefield Village	v26	ICD	FPI	92	Family	1	\$ 154,637.00	\$ 173,496.00	\$ 95,687	\$ 59,526	\$ 155,213	89.5%	\$ 18,283	\$ 225,930	\$ 0	\$ 69,918	\$ 295,848
Eagle Village	v27	AAHC	FPI	36	Family	1	\$ 92,463.00	\$ 97,834.00	\$ 19,596	\$ 74,697	\$ 94,293	96.4%	\$ 3,541	\$ 15,750	\$ 14,863	\$ 4,619	\$ 35,232
Independence Plaza	w11	AAHC	FPI	186	Senior	1	\$ 255,108.00	\$ 274,086.00	\$ 130,165	\$ 120,066	\$ 250,231	91.3%	\$ 23,855	\$ 16,424	\$ 78,037	\$ 19,155	\$ 113,616
Anne B Diamant	w70	AHHC	FPI	65	Senior	1	\$ 131,225.00	\$ 134,041.00	\$ 30,910	\$ 92,519	\$ 123,429	92.1%	\$ 10,612	\$ 18,066	\$ 19,860	\$ 6,583	\$ 44,509
TOTAL				686		8	\$ 1,425,841.00	\$ 1,526,919.00	\$ 501,810.00	\$ 920,973.00	\$ 1,422,783.00	93.2%	\$ 104,136	\$ 772,443	\$ 150,624	\$ 276,738	\$ 1,199,805

Month Ending January, 2024

Property Name	Owned by	Vacant units at end of period	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
China Clipper	AHHC	1	3.8%	0	3.8%	0	2	0
Esperanza	AAHC	1	0.8%	0	0.8%	1	2	2
Littlejohn Commons	ICD	2	6.5%	0	6.5%	0	4	2
Parrot Garden	AHA	0	0.0%	0	0.0%	0	0	2
Parrot Village	AAHC	2	4.0%	0	4.0%	1	0	2
Everett Commons	ICD	0	0.0%	0	0.0%	2	0	31
Scattered Sites	AHA	0	0.0%	0	0.0%	0	0	4
Scattered Sites	AAHC	2	7.4%	0	7.4%	3	0	9
Rosefield Village	ICD	8	8.7%	0	8.7%	3	0	1
Eagle Village	AAHC	0	0.0%	0	0.0%	1	0	1
Independence Plaza	AAHC	6	3.2%	0	3.2%	3	1	44
Anne B Diamant	AHHC	1	1.5%	0	1.5%	0	1	6
TOTAL		23	3.4%	0	3.0%	14	10	104



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To: Honorable Chair and Members of the Board of Commissioners

From: Lynette Jordan, Director of Housing Programs

Date: February 21, 2024

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 month of January 2024.

## **DISCUSSION**

### Landlord Incentives

Under the new Moving to Work designation, landlords who participate in AHA's Housing Choice Voucher (HCV) program are eligible to receive new landlord incentives. AHA staff strives to provide the best possible customer service to our HCV landlords and provide the best possible incentives to HCV landlords as well.

The new incentive program has been well received by our landlords participants, and staff are tracking the incentives monthly. In March, staff plan to do a presentation for the Board on the incentives and the progress we have made since the MTW incentive increases. Below is a list of the new incentives AHA is offering to our landlord participants:

- **\$1,500** for a unit that has never been previously leased by a participant in AHA's HCV program. The tenant on the new lease must be an AHA HCV program participant.
- **\$2,000** for an ADA accessible unit when it is leased to an AHA HCV program participant.
- **\$100** for a unit that passes initial HQS inspection on the first inspection (at move-in) and an AHA HCV program participant then leases the unit.
- **\$1,000** for a unit that was previously leased by a participant in AHA's HCV program participant and is then leased to a new HCV program participant at AHA.



*NOTE: Landlords can receive multiple incentives for a unit, but the total of all payments has to be equal to or less than one month of rent.*

**Leasing Update**

In December 2023, staff selected 50 applicants from the Housing Choice Voucher wait list using the applicant portal. The applicant portal automated the wait list selection process, making it streamlined for applicants to respond directly to the portal. Applicants are able to sign in and update their information and upload supporting documents to be reviewed by staff. Staff had 28 applicants respond to the selection and scheduled a briefing to distribute vouchers to the applicants. Those applicants that did not respond by the deadline were removed from the wait list, but are afforded an informal review if they respond after the deadline.

The staff plan to continue our leasing efforts by selecting another 50 applicants by March 1, 2024.

**FISCAL IMPACT**

For report only, no fiscal impact.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Monthly Overview of the Housing Programs Department.

**ATTACHMENTS**

- 1. 10-C HPD Attachement

Respectfully submitted,



Lynette Jordan, Director of Housing Programs

## Housing Programs Department Quarterly Dashboard for January 2024

Total NON-ACC Vouchers Leased By Type			
Program	Vouchers Leased	Amount Awarded/Funded	Vouchers Funded But Not Leased
Shelter Plus Care	18	18	0
SRO	29	30	1

Total ACC Vouchers Leased By Type	
HCV (7100)	971
PBV (7300)	321
AHA-owned HCV	229
Port Outs	0
FUP	33
VASH	36
<b>Total Vouchers Leased</b>	<b>1590</b>
<b>Units on ACC</b>	<b>1893</b>
<b>ACC Vouchers Funded But Not Leased</b>	<b>303</b>

Emergency Housing Vouchers	
<b>EHV (7760) in Alameda</b>	<b>40</b>
<b>EHV Port Outs</b>	<b>16</b>
<b>Total Leased</b>	<b>56</b>
<b>Total Awarded</b>	<b>57</b>
<b>Vouchers Funded But Not Leased</b>	<b>1</b>

<b>Average Duration from voucher issuance to those leased up in January 2024 (days)</b>	192.3
<b>Average Tenant Rent to Owner</b>	575.23
<b>Average TTP</b>	619.75
<b>Average HH income</b>	25,519.99
<b>Percentage of Inspections Passed First-Time (January 2024)</b>	2%
<b>Inspections Completed (January 2024)</b>	129

<b>Budget Authority (For January 2024 - Average Across 12 months)</b>	3,105,050.00
<b>Total HAP expended</b>	3,344,900.28
<b>HAP/Budget Authority</b>	107.7%

Average of HAP per Bedroom size		
Bedroom Size	Average HAP	Count of Households
0	\$ 699.30	399
1	\$ 1,684.88	559
2	\$ 1,982.59	486
3	\$ 2,681.62	181
4	\$ 3,113.75	28



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To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager

Date: February 21, 2024

Re: Accept the Monthly Update on Construction in Progress (CIP).

---

### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) and its affiliate, the Alameda Affordable Housing Authority (AAHC), own and operate multifamily property throughout Alameda. Periodically, work is scheduled to maintain and upgrade existing buildings, or to improve property that is anticipated to be redeveloped in the future. In 2022, AHA and AAHC obtained Physical Needs Assessments on all properties over 5 years old. These assessments delineated capital needs over a 15-year period, but also highlighted any health/safety needs and items for short-term attention. AHA and AAHC have completed or begun all health/safety items, and plan to address short-term needs through the annual budgeting process for every property.

In addition, three properties (China Clipper, Independence Plaza and Esperanza) were targeted as having substantial long-term needs, and staff is beginning to study how these investments might be funded. There are multiple sizeable projects being planned or underway at this time. Staff prioritizes work that is health and safety-related, lender-required, or provide risk mitigation. This report serves to provide updates on this work. A formal update to the Board is expected in 2024.

### **DISCUSSION**

The following construction projects are in progress as of this Board Meeting.

#### 1. North Housing Master-Plan Site Preparation

Block A of Site: North Housing, 501 Mosley Ave

Purpose: Prepare site for future development of affordable housing

Timeline: October 2023 to March 2024

Status: Notice to proceed issued on 10/4/2023. The contractor began site mobilization on 10/10/2023. By the end of January, site preparation was 95% complete. The rains have caused delays and made scheduling the completion of the work unpredictable.

The construction contract may need to be extended if weather continues to cause





delays in completion beyond 2/12/24. Staff extended the Builder's Risk Insurance in anticipation of a contract extension for time due to weather delays. At the time of this report, no cost increases to the contract are anticipated for time extension.

## 2. North Housing Block A - Offsite Improvements

Site: North Housing Block A, 501 Mosley Ave

Purpose: In addition to the soil stabilization work being completed at North Housing Block A to serve the future housing developments. AHA contracted with J.H. Fitzmarice, Inc. (JHF) for offsite improvements such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvements work is expected to take approximately ten months to complete and is on a parallel track to the two upcoming housing development projects (Estuary I and Linnet Corner). Costs for the work are budgeted in each of the housing developments at Block A and funding was previously approved by the Board of Commissioners in December 2023.

Timeline: February 2024 to February 2025

Status: A Notice to proceed was issued on 1/31/2024 and the contractor is expected to mobilize on or before 2/14/2024. Construction completion is at 0%.

## 3. Below Market Rent unit renovation

Site: 410 Tucker Ave.

Purpose: Renovate this recently-purchased affordable home so that it can be rented.

Timeline: Complete.

Status: The renovation is complete. The HQS inspection was performed and passed on 1/25/2024. Keys were turned over to FPI for lease-up on 2/6/2024.

## 4. Parrot Village Siding/Paint Repairs

Site: Parrot Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 3–4 Months (Weather Permitting).

Status: The siding is complete, the painting has experienced weather delays and is scheduled to begin the week of 2/26/2024.

## 5. Eagle Village Siding/Paint Repairs.

Site: Eagle Village

Purpose: Lender required exterior repairs and new exterior paint

Timeline: Work is expected to take 4-5 Months (Weather Permitting).

Status: The work has experienced weather delays and is scheduled to begin the week of 2/26/2024 and be completed by July 2024.

## 6. Guardrail and Stair Handrail Renovations

Sites: Esperanza, China Clipper, Lincoln House, Anne B. Diament, Stanford House and

## Parrot Gardens

Purpose: Upgrade guard rails and handrails for safety reasons as noted in the 2022 Physical Needs Assessments (PNAs).

Timeline: The work should take 8–10 weeks to complete.

Status: An RFP was issued on 8/28/2023 and a bid walk conducted 9/26/2023. AHA received (1) proposal for the work at these (6) properties and AHA has hired a consultant, Leland Saylor Associates, to perform a cost analysis of the sole proposal that was received.

## 7. China Clipper Electrical Upgrade

Site: China Clipper

Purpose: Upgrade electrical panels for safety reasons as noted in 2022 PNA.

Timeline: The work is expected to take 6–8 weeks.

Status: The permit for this work was approved on 1/25/2024 and work is expected to begin in February 2024.

## 8. Anne B. Diament Balcony Repairs

Site: Anne B. Diament

Purpose: Repair balconies in compliance with Senate Bill 721.

Timeline: This scope of work is expected to take 6 months to complete.

Status: The permit was approved by the City of Alameda Building Department on 2/5/2024, and the work is expected to begin in early March 2024.

## 9. Wayfinding Signage Installation at Parrot Garden, Parrot Village, and Eagle Village

Sites: Parrot Garden, Parrot Village, and Eagle Village

Purpose: Install wayfinding "YOU ARE HERE" signs to assist emergency services and visitors.

Timeline: Complete.

Status: This work was completed on 1/4/2024.

## 10. Independence Plaza Balcony Repairs/Sewer Study

Site: Independence Plaza

Purpose: Balconies were repaired in 2022-23 in accordance with Senate Bill 721. To finalize the permits, the private sewer laterals must be pressure/vacuum tested by East Bay Municipal Utility District (EBMUD).

Timeline: This work is expected to take 2–3 weeks to complete. (Weather Permitting)

Status: This work is scheduled to begin in the middle of November 2023. (Weather Permitting).

## 11. Wayfinding Signage Installation at Everett Commons and Littlejohn Commons.

Sites: Everett Commons and Littlejohn Commons

Purpose: Install wayfinding "YOU ARE HERE" signs to assist emergency services and visitors.

Timeline: Install before 2/19/2024.

Status: Signage has been fabricated and is scheduled to be installed prior to 2/16/2024.

## 12. SB 721 Inspections

Sites: Lincoln House, China Clipper, Stanford House, Esperanza, LittleJohn Commons, Everett Commons, Independence Plaza

Purpose: Senate Bill 721 enacted 9/17/2018 requires all properties with 3 or more multifamily dwelling units have all exterior elevated elements and associated waterproofing assemblies be inspected every 6 years.

Timeline: Inspections to be completed and reports received by July 2024.

Status: An RFP was issued on 12/5/2023 and (5) proposals were received. Interviews for the (5) respondents have been completed, and an intent to award decision is expected by 2/15/2024.

## **FISCAL IMPACT**

Funding for the North Housing Master Plan was approved by the Board of Commissioners in August 2023. Funding for the North Housing Block A Offsite Improvements was approved by the Board of Commissioners in December 2023. Funding for repairs and maintenance on existing properties owned by either AHA or the AAHC is from either project reserves or the 2022 Reserve Policy Preservation Budget, as adopted by the AHA Board of Commissioners. Funding for the Independence Plaza Balcony repair is also being supported by redevelopment funds from the City of Alameda.

## **CEQA**

None

## **RECOMMENDATION**

Accept the Monthly Update on Construction in Progress (CIP).

## **ATTACHMENTS**

None

Respectfully submitted,



Joseph Nagel, Construction Project Manager



**PHONE:** (510) 747-4300  
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**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners  
From: Jenny Wong, Senior Project Manager  
Date: February 21, 2024  
Re: Accept the Monthly Development Report for The Estuary I.

---

### **BACKGROUND**

The Estuary I, formerly known as North Housing PSH I, is the first of three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. As of May 30, 2019, The North Housing parcel is under the Housing Authority of the City of Alameda (AHA) ownership.

The Estuary I project, located at 500 Mosley Avenue, includes the new construction of 45 units permanent supportive housing for formerly homeless individuals and households. AHA is leading the development under a homeless accommodation conveyance, alongside providers Alameda Point Collaborative (APC) and Building Futures. Island City Development (ICD) is the developer. The overall project scope includes construction of a new building featuring onsite laundry, property management offices, social services coordination offices, a community room, bicycle parking, and ground improvements to Lakehurst Circle and Mabuhay Street.

Please see previous Board reports for project details prior to this report.

### **DISCUSSION**

#### Funding

The project was awarded Section 8 Project-Based Vouchers (PBVs) for 40 of the 45 total units. The Partnership and AHA executed the Agreement to Enter into a Housing Assistance Payment contract (AHAP) in October 2023.

In December 2023, the Board approved Authorizing Resolution No. 1065 and the financing and ownership structure for The Estuary I project. Project financing includes investor equity through the sale of 9% Low Income Housing Tax Credits and California State Tax Credits; two soft loans (repaid by cash flow) from AHA, one for sponsor takeback financing and one from AHA cash reserves; Alameda Affordable Housing



Trust Fund (AAHTF) loan from Alameda Affordable Housing Corporation (AAHC); PLHA loan, CDBG funds, HOME funds, and waived development impact fees from the City of Alameda; Affordable Housing Program (AHP) loan from AHA as the Sponsor through the Federal Home Loan Bank of San Francisco (FHLB); and General Partner (GP) equity.

Staff are working on the disbursement requests for the City CDBG funds, FHLB AHP funds, and matching funds from the state Local Housing Trust Fund committed to the project.

Bank of America (construction lender) credit approval requires a lien-free construction completion milestone of November 30, 2025 in their loan documents. This item was brought to AHA attention, because it was missed in the original loan documents and is now requested to be added. This milestone may be challenging to meet given the planned timelines of the project and the offsite work. If there is a possibility the metric may be missed, Bank of America allows a request for a loan modification to revise the dates 60 days prior to the deadline. However, the risks to ownership include lack of compliance with loan covenants, filing an early notice of completion, requirement to indemnify title and the Bank against liens and other considerations. Staff will remain diligent to monitor progress on meeting all the funder-required timelines on this project.

Construction

The Estuary I closed on its financing and began construction at the end of January 2024. Construction of The Estuary I will take approximately 18 months. The overall project completion and billing percentage through January 31, 2024 is 0%.

Related Agreements and Development Items

Staff is working with legal counsel and design consultants to prepare a document to be recorded against the land demonstrating the condo air space division of the parcel shared between The Estuary I and The Estuary II projects. This condo will be the legal parcel for The Estuary II, which is adjacent to The Estuary I and on the same parcel. Staff is also working to prepare a reciprocal access easement between The Estuary I partnership, The Estuary II partnership, and Linnet Corner partnership that will outline shared amenities and utilities, including but not limited to, common areas, car and bicycle parking, lighting, sidewalks, and utility infrastructure, as needed to support the operations of each project. The condo division and reciprocal access easement are contemplated as part of the master plan for the Block A site.

The North Housing Site has an existing Reciprocal Easement Agreement between AHA and the neighboring property owner of Admirals Cove Apartments, CP VI Admirals Cove, LLC for the use of Lakehurst Circle. The approved first phase parcel map made adjustments to Lakehurst Circle, a private street located on the western portion of the site. Staff is working with the neighbor on a street maintenance and lien agreement for Lakehurst Circle.

The three agreements referenced above will be brought back to the Board for

ratification in 2024.

**FISCAL IMPACT**

The Board authorized a pre-development loan to ICD totaling \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing project, which includes 155 units of permanent supportive and senior housing, including Estuary I. Funds are disbursed to ICD on an as-needed basis. Please refer to the attached chart summarizing expenses through January 31, 2024. (Attachment 1)

At the closing, a portion of the outstanding balance of \$1,958,597 on the predevelopment loan net of anticipated soil stabilization costs and predevelopment costs was recast to the permanent loan by the AAHTF loan. The remaining costs will be recast in the next month's construction loan draw. Staff is drafting a reimbursement agreement to document recasting all expenses paid through the predevelopment loan to the AAHTF funds, and to cover all future master plan costs undertaken by AHA. All prior and future costs incurred by the project through conversion will be paid by financing committed to the Partnership through a monthly draw request to the construction and soft lenders.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Accept the Monthly Development Report for The Estuary I.

**ATTACHMENTS**

- 1. North Housing Expenses Chart Through January 31, 2024

Respectfully submitted,



Jenny Wong, Senior Project Manager

North Housing Block A Predevelopment Expenses Chart Through January 31, 2024

North Housing Block A	Total
The Estuary I - 45 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs), \$1,958,598 has been reclass to permanent sources at loan closing. The remaining costs will be reclass by the next construction loan draw.	\$71,330
The Estuary II - 46 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,209,665
Linnet Corner - 64 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,502,340
Grand Total	\$2,783,335
Anticipated Soil Stabilization Costs	\$5,003,993
Predevelopment Funds Remaining	\$254,074

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Predevelopment (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000

To: Honorable Chair and Members of the Board of Commissioners

From: Alicia Southern, Director of Human Resources and Operations

Date: February 21, 2024

Re: Accept the Quarterly Overview Report for the Executive/HR Department.

**BACKGROUND**

This memo provides a high-level overview of agency activities in the prior three month period for the Executive Department, including Human Resources, Data and Policy, and MTW.

**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. Information is current through the end of January 2024.

Department	Position	Number of Vacant Positions	Recruitment Status	Other Updates
Executive	Deputy Executive Director	1 FTE	Position temporarily on hold	
Administration	Program Assistant	Filled	Internal transfer. Candidate selected and started in December.	





Finance	Management Analyst	1 FTE	Interviewing candidates	New position
Housing Programs	Assistant Director of Housing Programs	1 FTE	Interviewing candidates	Open due to turnover
	Management Analyst	1 FTE	Interviewing candidates	Open due to turnover
	Housing Programs Supervisor	1 FTE	Position vacated in January. Interviewing candidates	Open due to turnover
	Program Assistant	Filled	Internal transfer. Candidate selected and started in January.	Open due to staff transfer
Property Operations	Director of Property Operations	1 FTE	Candidate selected and started in January.	
	Assistant Director of Perm. Supportive Housing	1 FTE	Interviewing candidates	New position
	Management Analyst	1 FTE	Interviewing candidates	Title change. Open due to turnover
	Program Assistant	0.50 FTE	Interviewing candidates	New position
Housing Development		0 FTE		Dept. fully staffed
Asset	Associate Asset	1 FTE	Interviewing	New position

Management	Manager		candidates	
Data and Policy	Management Analyst	1 FTE	Interviewing candidates	New position
	Program Assistant	Filled		New position. Candidate selected and started in December.
Human Resources	Human Resources Manager/Management Analyst	1 FTE	Recruitment posted; closes 2/16	Open due to staff promotion
	Program Assistant	1 FTE	Interviewing candidates	Open due to turnover

Summary:

Total FTE's approved for FY 2023/24: 55

Number of vacancies: 12.5 FTE's

Number of active recruitments: 7 (Program Assistant and Management Analysts may be filled from the same recruitments)

The Housing Authority of the City of Alameda (AHA) has welcomed two new staff members since the last quarterly report, including a Director of Property Operations, and a Program Assistant. Two Program Assistant positions were filled internally with transfers to different Departments. Interviews are in process for several other positions, and while the candidate pool for most positions is smaller than in the past, Management anticipates filling additional positions in the upcoming months. HR is also looking for a recruiter to assist with coordination and outreach to active and passive candidates who might not otherwise respond to traditional job postings. Recruiting expenditures are higher as a result, but are covered by savings from vacant positions, and the investment can pay off in securing candidates sooner and provide outside support to internal HR staff involved in multiple recruitments.

During this period, staff attended NAHRO, CAHA, and Liebert Cassidy Whitmore conferences. Training was received on the following topics: Defensive Driver, Annual Employment Law and Benefits Update, Laserfiche, OneDrive, An Introduction to HR and Leaves, Brown Act and Public Records Act Requests, Customer Service for Clients with Mental Health Challenges, Certified Housing Asset Manager, Advanced Financial Tools for Asset Managers, Tax Credit Specialist, Asset Management Fundamentals, and Financial Fundamentals for Asset Managers.

On December 13, 2023, staff were also invited to a holiday celebration lunch. Monthly events continue to be planned by the Events and Celebrations Committee. On February 5, 2024, the Directors held a team building lunch and meeting. In February, the Events and Celebrations Committee put up celebratory items for Black History Month and the Lunar New Year.

#### Moving to Work (MTW) Designation

During the last quarter, the AHA received approval to implement two Agency Specific Waiver activities that were included in prior plans. These two activities are allowing all project-based voucher (PBV) contracts to request a rent increase once a year effective for July 1st rather than at the anniversary date of the contract (2023-05) and allowing PBV families to remain in smaller units rather than requiring the family to relocate to a larger unit (2022-14). There are still three pending Agency Specific Waiver activities for the two submitted MTW Supplements.

#### Veteran Affairs Supportive Housing (VASH) Vouchers

The AHA is waiting on HUD in D.C. to respond to two requests to transfer VASH vouchers from other Public Housing Authorities. The Housing Authority of the County of Alameda (HACA) agreed to reallocate 20 VASH vouchers from HACA to AHA and the Oakland Housing Authority (OHA) agreed to reallocate 15 VASH vouchers from OHA to AHA.

#### Faircloth to RAD

The AHA has 120 Faircloth units that may be used. The Faircloth limit is the number of Public Housing units that the AHA had October 1, 1999. This quarter, a capitals needs assessment was completed and AHA received from HUD the Notice of Anticipated RAD Rents (NARR). This document will be revised once AHA is further in the RAD process and can determine the amount of MTW funds that may be used to augment the base rents of \$701 for a 1-bedroom and \$852 for a 2-bedroom.

The AHA is in discussion with two other Public Housing Authorities who have a Faircloth limit, but not the capacity to develop units, about the possibility of transferring their Faircloth limits to the AHA.

#### Data and Policy

The Data and Policy Department hired a Program Assistant to help with the tracking and special projects completed by the department. The Management Analyst has also completed numerous online forms for the Housing Programs Department MTW activities and for the PBV program.

#### **FISCAL IMPACT**

Report only, no financial impact.

#### **CEQA**

Not applicable to this item.

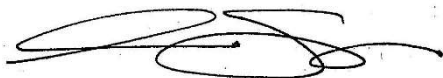
**RECOMMENDATION**

Accept the Monthly Overview Report for the Executive Department.

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'AS', with a large loop at the end.

Alicia Southern, Director of Human Resources and Operations



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**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: Sean Prevette, Asst. Director of Administrative Services  
 Date: February 21, 2024  
 Re: Accept the Quarterly Overview Report For Administrative Services Department.

**BACKGROUND**

The Administrative Services Department manages a number of areas within the Housing Authority of the City of Alameda (AHA); including procurement, information technology, reasonable accommodations, community relations and risk management. This report serves to provide the Board with a quarterly overview of notable developments within these areas of the agency.

**DISCUSSION**

**Procurement**

The following are some highlights of the AHA’s current procurement initiatives:

**Internal Training:** AHA Procurement Days will continue to be offered on a bi-annual basis to provide updates for current staff. AHA last provided a Procurement Overview training for new staff in November 2023 and has scheduled the next training for February 2024. Staff reviewed the procurement process checklist outlining the various steps in the process, starting with vendor selection through purchase order initiation. Staff also plan on implementing an e-procurement system by spring 2024 to streamline the procurement process, outreach to a broader range of vendors, and manage contract and insurance documents.

AHA solicitations can be found here: <https://www.alamedahsg.org/contracting-with-aha>

A summary of notable past, present, and upcoming RFPs and ITBs for 2023 is provided below:

RFP/ITB DESCRIPTION	ORG	STATUS	ISSUE DATE
Rent Reasonable Studies	AHA	Upcoming ITB	Spring 2024



Telephone Answering Services	AHA	Upcoming ITB	Spring 2024
Eviction and Property Management Counsel	AHA	Upcoming RFP	Summer 2024
Housing Choice Voucher Program (HCVP) Consulting Services	AHA	RFP closed; under review	December 19, 2023
Financial and Accounting Consulting Services	AHA	RFP closed; contract awarded	November 30, 2023
Landscaping Services	AHA	ITB closed; contract pending	November 30, 2023
HVAC Services	AHA	ITB closed; contract awarded	September 19, 2023
Relocation Services	AHA	RFP closed; contract pending	August 21, 2023
Temporary Agency Support Services	AHA	RFP closed; under review	July 18, 2023
HR Legal Services	AHA	RFP closed; under review	June 21, 2023
Towing Services	AHA	ITB closed; contract awarded	June 5, 2023

The number of agreements and amendments executed from November 1, 2023 - January 31, 2023, is provided below:

Agreements Executed	Amendments Executed
11	9

### **Reasonable Accommodations**

The table below provides a summary of monthly and year-to-date statistics on Reasonable Accommodation (RA) processing as of January 31, 2024.

Month	New submissions by month	Requests still in process	Closed RAs (letter sent)	Submissions YTD	Closed RAs YTD
January	14	0	14	14	14
February	18	0	18	32	32
March	25	0	25	57	57
April	17	0	17	74	74

<b>May</b>	26	0	26	100	100
<b>June</b>	33	0	33	133	133
<b>July</b>	15	0	15	148	148
<b>August</b>	24	0	24	172	172
<b>September</b>	50	0	50	222	222
<b>October</b>	32	0	32	254	254
<b>November</b>	37	0	37	291	291
<b>December</b>	16	0	16	307	307

The subsequent table displays the percentage of approved, denied, and closed RA requests that have been finalized by month. For example, during October 2023, there were thirty-two RAs that had been finalized. Of those thirty-two, eleven requests were approved, resulting in a 34% approval rate.

<b>Month</b>	<b>Approved</b>	<b>Denied</b>	<b>Closed</b>
<b>January</b>	57%	36%	7%
<b>February</b>	44%	56%	0%
<b>March</b>	28%	72%	0%
<b>April</b>	41%	59%	0%
<b>May</b>	23%	73%	4%
<b>June</b>	33%	52%	15%
<b>July</b>	47%	47%	6%
<b>August</b>	46%	54%	0%
<b>September</b>	24%	66%	10%
<b>October</b>	34%	62%	4%
<b>November</b>	48%	52%	0%
<b>December</b>	19%	69%	12%

The following table provides a year-to-date total of the type of accommodation requests received. The "other" category includes requests such as extensions of time for completing a recertification, reinstating a voucher, and/or providing approval for an assistance animal.

<b>Categories</b>	<b>YTD</b>
-------------------	------------

Extra Bedroom	71
Live-In Aides	62
Parking	10
Unit Modifications/requests	16
Voucher extension	47
Other - Misc.	101

Staff continue to accept RA requests via e-mail, fax, in person, by phone, and through the electronic form available on the AHA website; and to complete quality control reviews on reasonable accommodation processes and outcomes.

### **Community Relations Summary**

The bullet points below provide a summary of AHA's community relations activities during the fourth quarter of 2023:

- In partnership with the Alameda Food Bank and LifeSteps, residents at AHA's largest senior communities (Independence Plaza and Anne B. Diament) have been receiving free food deliveries on a bi-weekly basis.
- The Alameda Food Bank also provides free snacks, fruit, and water for AHA youth programs hosted at Esperanza Apartments.
- The City of Alameda Recreation and Parks department (ARPD) has been providing free, bi-weekly afterschool recreational programming (on Wednesdays) for AHA youth via ARPD's mobile recreational unit.
- AHA contracts with Drawbridge ([www.drawbridge.org](http://www.drawbridge.org)) to provide bi-weekly art activities (on Wednesdays) at Esperanza Apartments.
- The goal of the Drawbridge and ARPD programs is to provide a safe space for AHA youth at AHA's largest family property (Esperanza Apartments) on a weekly basis.
- In October, AHA partnered with the Rica Vista property owners (Lincoln Avenue Capital) to host a community resources event at Rica Vista apartments, during which AHA provided outreach materials and information to attenders, alongside other community resources (Alameda Food Bank, Alameda County Food Bank, LifeSteps).
- In December, AHA staff worked with the College of Alameda staff to coordinate a toy drive in December that generated gifts for the Alameda Firefighter Holiday Toy Program (which benefits AHA residents).

### **Communications Summary**

AHA's efforts to increase community awareness of agency activities, during these reporting period, included the following:

- 1) **Press Releases:** During Q4, two press releases (Poppy Place and EHV) were



published. Both were picked up by 564 AP Media outlets. An advertorial placement ran in the Alameda Post in December: <https://alamedapost.com/op-ed/housing-authority-services-extend-beyond-just-housing/>

2) **AHA newsletters:** During Q4, Housing Choice Voucher program participants and AHA tenants were mailed (and emailed) the quarterly tenant newsletter, the bi-annual landlord newsletter was mailed (and emailed) to AHA landlords and the bi-annual newsletter was emailed to a variety of government agencies. The annual vendor newsletter was also mailed (and emailed) to AHA vendors.

3) **Public Outreach:** During Q4, AHA staff launched a significant outreach campaign for the Poppy Place pre-application period, which included public presentations at Alameda City Council, Board of the Alameda Unified School District, Rotary Club. Plus, AHA's Community Relations Manager conducted the monthly landlord portal meeting for AHA landlords, the quarterly meeting for legal advocates, the monthly meeting with LifeSteps and FPI Management, and the quarterly meeting with Mayor to provide AHA updates.

### **Website Update**

During Q4, both agency websites ([www.alamedahsq.org](http://www.alamedahsq.org) and [www.islandcitydevelopment.org](http://www.islandcitydevelopment.org)) continued to undergo content updates, to reflect accurate and timely information. Also, both websites are reviewed monthly for ADA accessibility (WCAG 2.1 level AA) and any required content updates. New staff, who are authorized to perform website editing, underwent internal training on the WordPress (back-end) platform to learn how to update the system. Both websites continue to feature intuitive navigation and are optimized for mobile devices.

### **Online Data Metrics**

The information below tracks AHA's growing digital presence by capturing website analytics, social media metrics, and email activity in Q4 2023:

#### **Website Data (for [www.alamedahsq.org](http://www.alamedahsq.org))**

Total unique visitors: 25,362

Total page views by unique visitors: 90,197

Average engagement per active unique visitor: 1 minute 16 seconds

#### **Facebook Data**

Total Followers: 811

Post Reach (Number of people that saw any content on AHA Facebook page): 2,036

#### **LinkedIn Data**

Total Followers: 795

Unique Visitors: 355

Impressions Delivered (Total page views by unique visitors): 8,091

## **Email Data**

Agency Marketing Emails Sent out by AHA: 37,724  
Email List Contact Growth (from previous quarter): 6,017  
Total Contacts: 22,188  
Email Open Rate: 64%  
Click Rate: 10%

## **Ombudsperson Data**

The AHA Ombudsperson is a solution-oriented community resource available to all AHA tenants, AHA program participants, AHA landlords, and other community organizations that represent AHA tenants or clients. The Ombudsperson is a community liaison and provides an array of duties, including:

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

Since program inception in May 2021, the Ombudsperson Program has continued to coordinate with internal departments, primarily the Housing Programs Department and Property Management staff, to quickly identify solutions and resolve participant issues.

### **Total Q4 2023 Ombudsperson Contacts: 40**

Contacts from the general public (Non-AHA landlord/tenant matter): 14  
Contacts related to AHA tenant (Potential lease violation): 1  
Contacts related to AHA tenant (Neighbor dispute): 2  
Contacts related to AHA tenant (Property management dispute): 5  
Contacts related to AHA tenant (Reasonable accommodation): 1  
Contacts related to AHA tenant (Property condition): 3  
Contacts related to AHA tenant (Rental payment): 4  
Contacts related to AHA tenant (Lease up): 4  
Contacts related to AHA tenant (complaint related FPI staff): 3  
Contacts related to AHA tenant (complaint related AHA staff): 0  
Contacts related to landlord (Portal, HAP, etc.): 3

## **IT Project Updates**

**IT Procedures:** Staff is in the process of updating and expanding the agency's standard operating procedures for AHA's IT-related operations. including implementing a new Standard Operating Procedure (SOP) for the AHA IT Quality Control scope and methodology.

**LaserFiche:** Staff continue to utilize Laserfiche Forms to digitalize our existing forms to increase efficiencies.

**Yardi:** IT staff has been coordinating with Yardi to ensure our software is up-to-date for the new procedural changes related to the updated MTW and HOTMA regulations.

**IT support Tickets**

<b>IT Support Tickets</b>	<b>October</b>	November	December	<b>Quarter 4</b>
Access Rights	82	76	75	233
Hardware	32	38	18	88
Software	30	33	26	89
On Boarding/Off Boardin	6	2	3	11
On-Site Visits	5	8	5	18
Cyber security	2	8	1	11
	157	165	128	450

Brief analysis of Q4:

1. Access rights remain a frequent subject of IT tickets, as AHA has tight security measures.
2. We have implemented new end-point protection software, Deep Instinct, on all AHA computers. It acts as enhanced antivirus software to add more protection to AHA's cybersecurity.

**FISCAL IMPACT**

The fiscal details involved in individual solicitations can be found here: <https://www.alamedahsg.org/contracting-with-aha/>

Non-procurement costs are covered under the approved AHA budget.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Quarterly Overview Report for the Administrative Services Department.

**ATTACHMENTS**

None

Respectfully submitted,



Sean Prevette, Asst. Director of Administrative Services



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**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: February 21, 2024

Re: Accept the Quarterly Overview Report for the Housing Development Department.

---

## **BACKGROUND**

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

## **DISCUSSION**

### **Reserve Policy**

The 2022 Reserve Policy allowed for funding to 'spring back' to various projects if the development at 1628 Webster Street did not move forward. Staff proposes to utilize the \$1,500,000 available under this provision to improve the competitiveness of the project in the February 13, 2024, nine percent (9%) tax credit funding application to the California Tax Credit Allocation Committee. Staff also proposes to utilize part of the spring back commitment to The Poplar as a pre-development loan. Please see the respective agenda items and requests for more detail. The 2022 Reserve Policy is attached for reference (Attachment 1). An update to the Reserve Policy will be brought to the Board before mid-2024.

### **Challenges to Development**

The recent closings for Estuary I and Linnet Corner have highlighted an issue for the Housing Authority of the City of Alameda (AHA) regarding the contingent liabilities of HAP loss, or the loss of Housing Assistance Payments. Contingent liabilities are guarantees that the AHA needs to disclose that are not currently active, but may be triggered by some sort of event in the future. An example is the operating deficit guarantee. If the project is operating well, this guarantee is silent. However, if the property starts running into operating deficits, a lender will typically invoke a financial provision that AHA or Island City Development (ICD) will loan the project funds to continue operations. That loan amount is usually defined up to a certain amount, and can be a priority repayment if the project stabilizes. All of ICD's developments have permanent lenders or investors that require operating deficit guarantees, as do the four properties owned by the Alameda Affordable Housing Corporation (AAHC) that have



mortgages.

HAP loss is a special kind of operating deficit guarantee. Since projects rely on the income from a project based rental assistance contract from AHA, the potential loss or substantial delay of housing assistance payments are a serious issue for the project's solvency. For Estuary II, the lender and investor are requiring a separate HAP loss guaranty of up to \$3.4 million in the event that HAP is lost during the first 15 years of operations. This is in addition to the operating deficit guarantee of \$487,000, which is triggered during the initial two years if a certain debt service coverage is not maintained. The guarantees are also in addition to any actual reserves at the properties. In past transactions, the investor and lender have been satisfied with the operating deficit guarantees, which are much lower. However, with the increased reliance on HAP payments, the lenders and investors are requiring these longer term and more significant HAP loss guarantees. It is anticipated that Linnet Corner, and also Estuary II will have similar contingent liability guarantees. As AHA shifts from owning many of its properties free and clear of debt, to partnering with outside investors and lending institutions to support its projects, these guarantees will be an additional requirement of operations.

#### Island City Development

AHA does not have an outstanding pre-development loan to ICD on behalf of North Housing, as that loan was transferred to AAHC in order to leverage state funds to the Alameda Affordable Housing Trust Fund (AAHTF). In July 2021, the AAHTF awarded \$7,500,000 and a Letter of Intent for \$2,500,000 (contingent on an award from the Local Housing Trust Fund program of the State of California). The total of \$10,000,000 are committed to Estuary I and Estuary II. In May 2023, the AAHTF awarded \$2,438,000 and a Letter of Intent for an additional \$1,000,000 (contingent on an award from the Local Housing Trust Fund). The total of \$3,438,000 are committed to Linnet Corner. AHA, has also provided options to ground lease for the four ICD pipeline projects (Estuary I and II, Linnet Corner, and The Poplar). The loan balance and project details are discussed in the subsequent project specific Board reports.

In September 2023, ICD signed two Agreements of Housing Assistance Payment Contract (AHAP) with the AHA for eighty vouchers at Estuary I and Linnet Corner. There is an outstanding voucher commitment to Estuary II for forty vouchers as well, pending full financing of the projects.

#### Affordable Housing Project Pipeline

Staff has now implemented a periodic pipeline newsletter system to communicate with interested parties. The most recent newsletter was released in February 2024.

- **Rosefield Village** – Rosefield converted to permanent financing in August 2023. It has submitted its Placed in Service package to the California Tax Credit Allocation Committee and is waiting for its final tax forms (IRS 8609) to be able to deliver tax credits to its investor. This should occur by the end of first quarter

2024.

- **Estuary I, Estuary II, Linnet Corner** – Estuary I closed on 1/30/24. Linnet Corner is planning to close the week of February 26, 2024. An update report on these projects is presented as a separate Board item.
- **North Master Plan** - The Board approved the contract for site stabilization work at North Housing Block A in July 2023, and work is nearly complete. There is an update on this work in the CIP Report.
- **The Poplar (2615 Eagle)** - An updated report on the project is presented as a separate Board item.
- **Feasibility Studies** – Utilizing data from recent PNAs, appraisals, and accessibility studies, staff is conducting financial feasibility analysis on three portfolio projects (Independence Plaza, China Clipper, and Esperanza) regarding needs and opportunities for renovation. Staff continues to explore avenues to utilize the AHA's Faircloth voucher allocation.

### Acquisitions

Staff continues to evaluate potential real estate development and acquisition opportunities throughout Alameda as they become available.

### New Funding Opportunities

Staff is working on the 3rd and 4th major funding applications of the year. From earlier applications, ICD projects are still waiting for results from the State of California SuperNOFA for Estuary II and the National Housing Trust Fund.

### Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio and prepare sites for development.

### Staffing

The Housing Development Department is fully staffed and has benefited from part-time work from Richard Yoshida and Bridget Galka to assist in covering staff leave and providing support for the two North Housing closings. The Finance department has provided significant support to the HD department for the two North Housing closings. Staff is also transitioning tasks to the new Asset Management Department.

### FISCAL IMPACT

N/A

### CEQA

N/A

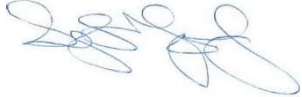
### RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

**ATTACHMENTS**

1. Att 1 2022 Reserve Policy Calculations and Background\_May BOC (3)
2. Housing Development Newsletter Q1 Final

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

**Item 1 - Calculations and Background Numbers**  
**g Authority of the City of Alameda**  
**026 Reserve Policy - May 2022 Update**

Cash as of 2/29/22

Rounded	\$34,140,472
	\$34,140,000
	\$4,362,624
	\$3,048,165
	\$7,410,789
Rounded	\$7,500,000
	\$9,000,000

**Operating and Liquidity Reserve**

- a. One Month operations (per approved 22-23 budget)
- b. One Month housing assistance payments (per approved 22-23 budget)

Preservation - Construction in Progress 2021-2026

**Production - Previously made commitments/Proposed Commitments**

Project	2021 awards Amount	2022 Proposed Amount	Maximum Authority	Type	Notes:
1. North Housing - Phase I and II (PSH units)	\$700,000	\$1,262,000	\$1,262,000	Perm	BOC awarded \$7.5 mm; \$6.238 mm utilized in a predev loan
2. Bay 37/Pulte	\$1,340,000	\$1,340,000	\$1,340,000	Perm	BOC awarded \$3.75 mm; \$1.4 mm already utilized for 11 acquisitions
3. Tilden Commons (2615 Eagle)	\$2,500,000	\$1,100,000	\$1,100,000	Acq	BOC awarded \$2.5 mm; ROPS will repay \$1.4 million in FY22-23
4. North Housing PSH I * unused funds spring to NH Senior	\$0	\$3,000,000	\$3,000,000	Perm	Predevelopment to 55-year loan
5. North Housing PSH II	\$0	\$2,438,000	\$1,500,000	Perm	Predevelopment to 55-year loan
6. North Housing Senior	\$0	\$500,000	\$4,538,000	Perm	Predevelopment to 55-year loan
7. Tilden Commons (2615 Eagle)	\$0	\$500,000	\$4,400,000	Perm	Predevelopment to 55-year loan
8. Portfolio refit and syndication	\$0	\$0	\$500,000	Predev	Up to 5 years
9. Acquisition Adaptive Reuse - 50 units * unused springs to others	\$0	\$8,000,000	\$8,000,000	Perm	Predevelopment to 55-year loan
		\$17,640,000	\$25,640,000		

\* unused funds will snap back to NH PSHI or NH Senior

\* unused funds will snap back to AUSD, NH and renovations

AUSD	\$ 3,900,000
Renov	\$ 500,000
NH PSH2	\$ 1,500,000
NH Sr	\$ 2,100,000
	\$ 8,000,000

Uncommitted  
TOTAL RESERVE USES

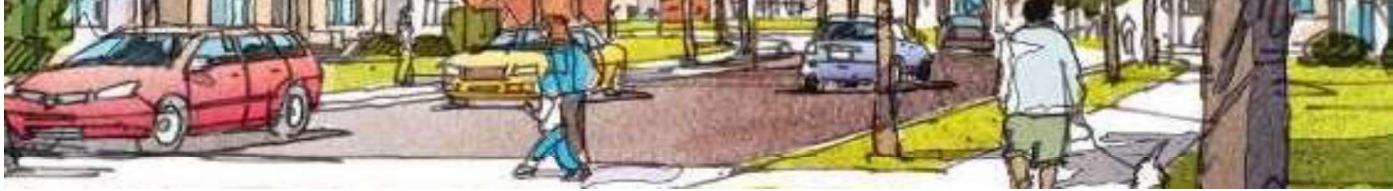
\$34,140,000

Elements and Percentages

AHA RESERVE POLICY OVERVIEW	2021		Proposed	
	Funding	Pct	Funding	Pct
Operating Reserve	\$6,000,000	20%	\$7,500,000	22%
Preservation Fund	\$9,000,000	30%	\$9,000,000	26%
Production Fund	\$15,000,000	50%	\$17,640,000	52%
	\$30,000,000		\$34,140,000	



# Housing Development



## DEVELOPMENT PIPELINE QUARTERLY UPDATE

### Housing Development Under construction:

The first phase of construction on 155 units of affordable housing is west Alameda at North Housing Block A started in mid-October. The first phases of activity focused on site grading and preparations to pour foundations. The soil stabilization work is currently progressing toward completion expected in early 2024 and the lightweight cellular concrete foundations have been installed for all three buildings. Offsite work and vertical construction are expected to begin in the coming months for Linnet Corner and The Estuary I.



On December 5, 2023, The City of Alameda city council held its Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing and approved the issuance of the California Municipal Finance Authority’s multifamily housing revenue bonds in an aggregate amount not to exceed \$35,000,000” for the purposes of developing Linnet Corner, also known as North Housing Seniors. This is great news for AHA and its affiliates as it contributes to the success of Linnet corner completing its closing and beginning vertical construction.

The Estuary II continues to apply for financing with a recent application submitted to the National Housing Trust Fund and an upcoming due date for Tax Credit Allocation Committees 9% round in February. AHA anticipates that construction will begin in late 2024 or early 2025 for The Estuary II.



The Poplar closed on a predevelopment loan at the end of 2023 and applied for additional funding to assist in the demolition and improvement of the site. Award announcements are expected in the coming months. The success of this predevelopment loan comes in the form of partnership with Capital Impact Partners, a mission driven team of lenders who work

to ensure that affordable housing projects get the financing they need. This partnership strengthens AHA's mission in providing safe affordable housing by bringing a focus on economic opportunities that spring from stable neighborhoods and increased local spending, assist our families in maintaining health, education, and other services, and allows AHA to continue to support families from a broad spectrum of economic backgrounds. In the meantime, the development department continues to plan and procure services entwined with the work of demolishing the existing structures. Leasing for this property is not open at this time, but you may sign up for updates on The Poplar via our newsletter.

### **Groundbreaking!**

To celebrate this momentous success of building new affordable housing, AHA and its affiliates are hosting a Groundbreaking on April 24<sup>th</sup>, 2024, for The Estuary I and Linnet Corner. These new developments will provide housing for seniors 62+, homeless and formerly homeless individuals, and military veterans. Construction for these developments is expected to be completed in late 2025. Visit our project pages for information on each. <https://www.islandcitydevelopment.org/properties/>



### **Construction In Progress:**

AHA has been busy procuring various services and consultants to complete much anticipated improvements across its portfolio. One vein of work being done is focused on the assessment and repair of balconies at our Anne B. Diamant senior apartment homes. Other work completed around the properties includes siding repairs and painting, Way finding signage installation, steel guardrail work, electrical upgrades, sanitary sewer certification, and renovation of a newly acquired scattered site home. The Housing Development Department has published multiple Request for Proposals (RFP) that are open for bidding and can be located on our website's procurement vendor page.

Sign up for our e-newsletter to receive project updates and news from the comfort of home or on the go! <https://www.alamedahsg.org/about-us/news/>

Contact Us: 510-747-4300 (x 4321), Joshua Altieri, Community Relations Manager & Press/Media Contact, [jaltieri@alamedahsg.org](mailto:jaltieri@alamedahsg.org)



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**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development, Tony Weng,  
Senior Project Manager

Date: February 21, 2024

Re: Accept the Quarterly Development Report for The Estuary II.

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### **BACKGROUND**

The Estuary II, formerly known as North Housing PSH II, is one of the first three projects within North Housing Block A and Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Estuary II is expected to have 46 units of permanent supportive housing for formerly homeless individuals and/or households.

The Housing Authority of the City of Alameda (AHA) is leading the development under a homeless accommodation conveyance, alongside partners 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 AHA. On June 5, 2018, City Council approved the resolution to transfer the North Housing site to AHA. The North Housing parcel was successfully transferred to AHA 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 Board reports for project details before this month's update.

### **DISCUSSION**

#### Funding

AHA has made a funding commitment through its Reserve Policy in the amount of \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). The AAHTF commitment has been awarded matching funds from the State Local Housing Trust Fund (LHTF) Program with \$1,250,000 of the matching funds committed to the Estuary II project. Together, the AAHTF commitment is \$5,000,000. AHA has also approved an option to ground lease the property, at a subsidized rate in 2021.



The 2022 Reserve Policy allowed for funding to 'spring back' to various projects if the development at 1628 Webster Street did not move forward. Staff included the \$1,500,000 available under this provision to improve the competitiveness of the project in the February 13, 2024, nine percent (9%) tax credit funding application to the California Tax Credit Allocation Committee. Please see agenda item 10I Quarterly Overview Report for the Housing Development Department for an overview of the 2023 Reserve Policy.

On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in Affordable Housing Program (AHP) funds to the project.

On May 18, 2023, the State of California Department of Housing and Community Development (HCD) published the Super Notice of Funding Availability (Super NOFA) which includes multiple HCD funding programs. On July 12, 2023, staff submitted a Super NOFA Funding Application to the State HCD requesting funds from the Multifamily Housing Program (MHP). Awards for the Super NOFA are expected in February 2024. If the development receives a Super NOFA award in February 2024, it will apply for four percent (4%) tax credits and tax-exempt bonds in April 2024.

On January 5, 2024, staff applied to the National Housing Trust Fund program for funding. Funding awards are expected in May 2024, and a 9% tax credit application will be made in July 2024 if necessary.

On January 15, 2024, staff submitted a Letter of Intent to the Bay Area Housing Finance Agency (BAHFA) for funding for Estuary II. An invitation to submit a full application is expected by April 2024. A 9% tax credit application will be made in July 2024 if necessary.

On December 13, 2021, AHA conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to be approximately \$10 million. On April 19, 2023, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) to April 2024.

#### Permit

The building permit is ready to be issued upon payment of building permit fees.

#### Procurement

Staff is working on two active procurements: an Owner's Representative/Construction Management Consultant, and a Materials Testing/Special Inspections Consultant.

#### Timing

This development will not start construction until the end of 2024 at the earliest, as it is still waiting for its final financing commitments.

**FISCAL IMPACT**

The Board previously authorized a pre-development loan of \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for the first phase of the North Housing project, which includes 155 units, including Estuary II. Funds are disbursed to ICD on an as-needed basis. Please refer to the attached chart summarizing expenses through January 31, 2024 (Attachment 1).

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Quarterly Development Report for The Estuary II.

**ATTACHMENTS**

1. 24\_0131\_North Housing Block A Expenses Chart

Respectfully submitted,



Sylvia Martinez, Director of Housing Development, Tony Weng, Senior Project Manager

North Housing Block A Predevelopment Expenses Chart Through January 31, 2024

North Housing Block A	Total
The Estuary I - 45 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs), \$1,958,598 has been reclass to permanent sources at loan closing. The remaining costs will be reclass by the next construction loan draw.	\$71,330
The Estuary II - 46 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,209,665
Linnet Corner - 64 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,502,340
Grand Total	\$2,783,335
Anticipated Soil Stabilization Costs	\$5,003,993
Predevelopment Funds Remaining	\$254,074

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Predevelopment (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: February 21, 2024

Re: Accept the Quarterly Overview Report for the Asset Management Department.

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**BACKGROUND**

The Asset Management Department manages the long term health and financial stability of the Housing Authority of the City of Alameda's (AHA) owned and partner real estate assets and our third party loan portfolio. In late 2023, AHA hired two new staff to build out the Asset Management team. One additional hire is in process. Asset Management tasks have been done by various teams including Finance, Development and Administrative Services. Those tasks will be reassigned to the Asset Management Department over the next 3-6 months.

**DISCUSSION**

Work in the last three months has included developing property profiles, conducting site inspections, submitting project reports to lenders and vendors, and reviewing property financials. Additional work has been done on the Shinsei buyout, compliance with our homeowners associations, and with our regulatory agreements at Playa del Aameda and Rica Vista. Staff has also been completing Asset Management and LIHTC compliance training. The next quarter will focus on the 2024-25 budgets.

**FISCAL IMPACT**

None

**CEQA**

n/a

**RECOMMENDATION**

Accept the Quarterly Overview Report for the Asset Management Department.

**ATTACHMENTS**

1. Sept2023 Quarterly Staff Report for Non-LIHTC\_Final



2. Item 10.J - Attachment 2 July-Sept 2023 Fin Rpt for Non-LIHTC Properties\_Final

Respectfully submitted,  
Vanessa Cooper  
Vanessa Cooper, Executive Director





Housing Authority  
of the  
City of Alameda

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Bulbul Biswas Goswami

Date: February 20, 2024

Re: Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of September 2023.

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### **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) and the Alameda Affordable Housing Corporation (AAHC) hold a portfolio of affordable housing stock. The cumulative unit count is 543 units, of which 47% house seniors and 53% house families. Most of the units are supported by Project-Based Voucher and Housing Choice Voucher rental subsidy programs and do not have hard debt.

AAHC's portfolio includes Anne B. Diament Plaza (65 units), Independence Plaza (186 units), China Clipper Plaza (26 units), Eagle Village (36 units), Parrot Village (50 units), Esperanza (120 units), and Scattered Sites - Lincoln Willow (5 units), Stanford House (4 units), and Pulte Homes (18 units). The total number of units is 510.

AHA's portfolio includes Parrot Gardens (8 units) and Scattered Sites 1-Senior Condos (7 units), Mulberry Town Homes (4 units), Paru House (1 unit), Lincoln House (4 units), and Sherman House (9 units). The total number of units is 33.

Units owned by ICD and other properties with tax credits are reported on in the ICD packet.

For the months of July 2023 to September 2023, the property management duties were contracted to the FPI Management Company. The resident services were contracted to LifeSTEPS.

### **DISCUSSION**

This memo provides an overview of the AHA/ AAHC portfolio asset management fiscal year-to-date financial report through the month of September 2023. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the properties' fiscal year end is June 30 2024, and the



figures used in this report may change and not match the audit.

The properties faced some challenges last year including a transfer to a new property management.

- Budgets were carried forward from JSCO to FP with minimal changes. Staff expect a full zero-based budget for 2024-25.
- Due to the COVID moratorium portfolio has significant tenant delinquencies of \$777,606 in total as of September 30, 2023. Staff and FPI have worked through a systematic plan to get tenants on payment and to seek significant assistance. However, for many households facing a termination notice, rent cannot be collected so the delinquency numbers worsened before getting better.
- Total Operating Revenue: \$3,239,370 was 15% lower than budgeted \$3,819,791, there were a higher than usual outstanding vacant units that took longer than expected to be filled, which resulted in higher vacancy loss costs. Staff and FPI are working to reduce the time to lease.
- Rent increases were also not sent in a timely manner for some sites by the prior property management company JSCO and, as such, the tenant revenue and subsidy revenue does not cover the full amount of Gross Potential Rent allowed by the affordability agreements. Regular rent increase submission has restarted under FPI in the fall and will continue monthly.
- In regards to the Operating Expenses, overall expenses are 16% lower than budgeted. The properties were short-staffed for some time, lowering the payroll expenses for most properties for this period.
- The NOI overall is 15% lower than the budget.

Statements that apply to all properties:

- The financials are for three months only. Therefore, annualized numbers are a little skewed.
- Operating Revenue - Includes tenant rent, rental subsidy (HAP), vacancy loss, laundry income, and interest on accounts.
- Tenant Account Receivable and Subsidy Receivables. Property Management and Resident Services assist residents with applying for assistance and repayment agreements.
- Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.
- Net Operating Income (NOI) - Operating Revenue minus Operating Expense.
- Total Net Cash Flow will be distributed in accordance with the loan and

regulatory agreements.

- Occupancy rate is as of September 30, 2023.

#### Anne B Diament Plaza (65 units)

- Operating Revenue is \$382,496, which is 2% (\$7,996) lower than budget.
- Occupancy is 98% (1 vacant unit).
- Tenant Revenue is \$115,003 and Subsidy Revenue is \$302,276 vs. budget \$302,276 and \$277,446 respectively.
- Tenant Accounts Receivable is \$26,294 and Subsidy Receivable is \$7,362.
- Operating Expenses are \$69,532, which is 58% (113,882) lower than budget due to lower payroll and administrative costs as a result of vacant positions and for a significant reduction in Operating and maintenance costs. Staff expect this to pick up in the fourth quarter as permanent maintenance was hired.
- Net Operating Income (NOI) is \$312,964, which is 38% (\$86,686) higher than budget, which is mainly due to a 50% drop in Operating Costs as described above.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$312,964.

#### Independence Plaza (186 units)

- Operating Revenue is \$772,436, which is 30% (\$328,980) lower than budget mainly due to not receiving the CIC payment (other income) until January 2024, and for a large number in Accounts Receivable.
- Occupancy is 98% (4 vacant units).
- Tenant Revenue is \$729,100 and Subsidy Revenue is \$342,945 vs. Budget \$446,952 and \$302,155 respectively.
- Tenant Account Receivable is \$102,664 and Subsidy Receivable is \$3,455.
- Operating Expenses are \$299,644 which is 7% (\$21,727) lower than budget.
- Net Operating Income (NOI) is \$472,792, which is 39% (\$307,253) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$194,274 and \$12,033. Debt Service Coverage Ratio is 2.37.
- Total Net Cash Flow is \$266,485.

#### China Clipper Plaza (26 units)

- Operating Revenue is \$155,027, which is 2% (\$2,405) higher than budgeted amount.
- Occupancy is 100% (0 vacant unit).
- Tenant Revenue is \$51,848 and Subsidy Revenue is \$109,858 vs. budget \$47,598 and \$115,287 respectively.

- Tenant Account Receivable is \$13,780 and Subsidy Receivable is \$1,799.
- Operating Expenses are \$47,902, which is 31% (\$21,988) lower than budget, which is mainly due to missing payments in utilities, and in taxes and insurance.
- Net Operating Income (NOI) is \$317,685, which is 40% (\$91,408) higher than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$317,685.

#### Eagle Village (36 units)

- Operating Revenue is \$279,556, which is 2% (\$4,631) lower than budget.
- Occupancy is 94% (2 vacant units).
- Tenant Revenue is \$70,927 and Subsidy Revenue is \$218,021 vs. budget \$63,827 and \$233,070.
- Tenant Account Receivable is \$13,796 and Subsidy Receivable is \$8,049.
- Operating Expenses are \$49,030, which is 49% (\$47,526) lower than budget mainly due to reduced staffing, and operating & maintenance costs.
- Net Operating Income (NOI) is \$230,526, which is 23% (\$42,895) higher than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$46,848 and \$6,375. Debt Service Coverage Ratio is 4.78.
- Total Net Cash Flow is \$177,303.

#### Parrot Village (50 units)

- Operating Revenue is \$362,752, which is 20% (\$91,003) lower than budget due to a long standing vacant units.
- Occupancy is 86% (7 vacant units).
- Tenant Revenue is \$94,426 and Subsidy Revenue is \$301,124 vs. budget \$114,837 and \$346,128 respectively.
- Tenant Account Receivable is \$317,219 and Subsidy Receivable is \$824.
- Operating Expenses are \$174,733, which is 14% (\$21,148) higher than budget; this is primarily due to increases in repairs and maintenance including planned exterior siding repairs and refurbishing vacant units.
- Net Operating Income (NOI) is \$188,019, which is 37% (\$112,151) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$64,695 and \$6,375. Debt Service Coverage Ratio is 2.81.
- Total Net Cash Flow is \$22,076.

#### Parrot Gardens (8 units)

- Operating Revenue is \$28,684, which is 46% (\$24,339) lower than budget. Most

of these units were subject to termination and for those units rent was not being collected in September.

- Occupancy is 100% (0 vacant unit). Note: one unit is used for a management office and one for staff housing.
- Tenant Revenue is \$46,241 and Subsidy Revenue is \$25,511 vs. budget \$17,211 and \$40,269.
- Tenant Account Receivable is \$23,588 and Subsidy Receivable is \$2,043.
- Operating Expenses are \$16,656, which is 35% (\$8,782) lower than budget.
- Net Operating Income (NOI) is \$12,028, which is 56% (\$15,557) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$11,201.

#### Esperanza (120 units)

- Operating Revenue is \$991,084, which is 7% (\$71,977) lower than budget.
- Occupancy is 97% (3 vacant units).
- Tenant Revenue is \$253,816 and Subsidy Revenue is \$786,898 vs. budget \$234,771 and \$869,556.
- Tenant Account Receivable is \$225,828 and Subsidy Receivable is \$9,088.
- Operating Expenses are \$282,590, which is 6% (\$18,029) lower than budget.
- Net Operating Income (NOI) is \$708,494, which is 7% (\$53,948) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$246,936 and \$9,150. Debt Service Coverage Ratio is 2.83.
- Total Net Cash Flow is \$399,350.

#### AHA Scattered Sites (25 units)

- Operating Revenue is \$152,731, which is 6% (\$9,415) lower than budget.
- Occupancy is 100% (0 vacant units).
- Tenant Revenue is \$13,059 and Subsidy Revenue is \$115,373 vs. budget \$46,299 and \$117,831.
- Tenant Accounts Receivable is \$22,708 and Subsidy Receivable is \$0.
- Operating Expenses are \$79,039, which is on budget.
- Net Operating Income is \$73,692, which is 12% (\$9,596) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$69,460.

#### AAHC Scattered Sites (27 units)

- Operating Revenue is \$114,604, which is 30% (\$48,968) lower than budget mainly due to higher vacancy loss and Tenant Account Receivable. .
- Occupancy is 85% (4 vacant units).
- Tenant Revenue is \$110,607 and Subsidy Revenue is \$66,622 vs. budget \$76,485 and \$92,481.
- Tenant Account Receivable is \$31,729 and Subsidy Receivable is negative \$327.
- Operating Expenses are \$71,190, which is 22% (20,617) lower than budget, mainly due to lower admin expenses.
- Net Operating Income is \$43,414, which is 40% (\$28,351) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$16,796.

### **FISCAL IMPACT**

The properties are generally cash flowing positively and NOI overall is 15% lower than the budget. Continued efforts to collect tenant receivables and to fill units in a timely manner should help with lower-than-expected income going forward. In addition, PBV vacancy loss payments for 2023 were not paid until January 2024 so will show an income in later financials. On the expense side FPI has been directed to replace temporary site staff with permanent staff to reduce staff cost overruns. Staff are also working with FPI to ensure payables are paid more timely in January a certain amount of bad debt was also approved to be written off by the board.

### **CEQA**

N/A

### **RECOMMENDATION**

Accept the AHA/ AAHC Portfolio Asset Management Fiscal Year to Date Financial Report through the Month of September 2023.

### **ATTACHMENTS**

1. AHA/AAHC Portfolio Asset Management Fiscal Year to Date Report through September 2023

Respectfully submitted,

Bulbul Biswas Goswami, Director of Asset Management

## Independence Plaza

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 729,100	\$ 446,952	\$ 282,148	63%	\$ 15,680
Subsidy Revenue	\$ 342,945	\$ 302,155	\$ 40,790	13%	\$ 7,375
Vacancy Loss	\$ (31,494)	\$ (14,908)	\$ (16,586)	111%	\$ (677)
Accounts Receivable	\$ (275,351)	\$ (4,483)	\$ (270,868)	NA	\$ (5,922)
Other Income	\$ 7,236	\$ 367,217	\$ (359,981)	-98%	\$ 156
<b>Total Operating Revenue</b>	<b>\$ 772,436</b>	<b>\$ 1,096,933</b>	<b>\$ (324,497)</b>	<b>-30%</b>	<b>\$ 16,612</b>
			\$ -		
Administrative Expenses	\$ 51,090	\$ 85,449	\$ (34,359)	-40%	\$ 1,099
Utilities Expense	\$ 57,679	\$ 69,422	\$ (11,743)	-17%	\$ 1,240
Operating and Maintenance	\$ 119,086	\$ 111,499	\$ 7,587	7%	\$ 2,561
Taxes and Insurance	\$ 49,460	\$ 43,665	\$ 5,795	13%	\$ 1,064
Resident Services	\$ 22,329	\$ 11,336	\$ 10,993	97%	\$ 480
<b>Total Operating Expenses</b>	<b>\$ 299,644</b>	<b>\$ 321,371</b>	<b>\$ (21,727)</b>	<b>-7%</b>	<b>\$ 6,444</b>
 <b>Net Operating Income</b>	 <b>\$ 472,792</b>	 <b>\$ 775,562</b>	 <b>\$ (302,770)</b>	 <b>-39%</b>	 <b>\$ 10,168</b>
 <b>Replacement Reserves</b>	 \$ 12,033				
<b>Debt Service</b>	\$ 194,274				
 <b>Net Cash Flow</b>	 <b>\$ 266,485</b>	 <b>\$ 569,255</b>	 <b>\$ (302,770)</b>	 <b>-53%</b>	 <b>\$ 5,731</b>
 <b>Debt Service Coverage Ratio</b>	 2.37				
 Operating Expense PUPY	 \$ 6,444	 \$ 6,911			
Operating Expense PUPM	\$ 2,148	\$ 2,304			
 Number of Units	 186				
Months In YTD	3				

## Anne B. Diament

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 115,003	\$ 118,989	\$ (3,986)	-3%	\$ 7,077
Subsidy Revenue	\$ 302,276	\$ 277,446	\$ 24,830	9%	\$ 18,602
Vacancy Loss	\$ (15,488)	\$ (7,929)	\$ (7,559)	95%	\$ (953)
Accounts Receivable	\$ (22,202)	\$ 0	\$ (22,202)	NA	\$ (1,366)
Other Income	\$ 2,907	\$ 1,986	\$ 921	46%	\$ 179
<b>Total Operating Revenue</b>	<b>\$ 382,496</b>	<b>\$ 390,492</b>	<b>\$ (7,996)</b>	<b>-2%</b>	<b>\$ 23,538</b>
Administrative Expenses	\$ 19,247	\$ 40,784	\$ 21,537	53%	\$ 1,184
Utilities Expense	\$ 6,654	\$ 38,031	\$ 31,377	83%	\$ 409
Operating and Maintenance	\$ 23,926	\$ 53,230	\$ 29,304	55%	\$ 1,472
Taxes and Insurance	\$ 17,101	\$ 24,369	\$ 7,268	30%	\$ 1,052
Resident Services	\$ 2,604	\$ 7,800	\$ 5,196	67%	\$ 160
<b>Total Operating Expenses</b>	<b>\$ 69,532</b>	<b>\$ 164,214</b>	<b>\$ 94,682</b>	<b>58%</b>	<b>\$ 4,279</b>
<b>Net Operating Income</b>	<b>\$ 312,964</b>	<b>\$ 226,278</b>	<b>\$ 86,686</b>	<b>38%</b>	<b>\$ 19,259</b>
<b>Replacement Reserves</b>	N/A	N/A			
<b>Debt Service</b>	N/A	N/A			
<b>Net Cash Flow</b>	<b>\$ 312,964</b>	<b>\$ 226,278</b>	<b>\$ 86,686</b>	<b>38%</b>	<b>\$ 19,259</b>
<b>Debt Service Coverage Ratio</b>	N/A	N/A			
Operating Expense PUPY	\$ 4,279	\$ 10,105			
Operating Expense PUPM	\$ 1,426	\$ 3,368			
Number of Units	65				
Months In YTD	3				



## China Clipper

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 51,848	\$ 47,598	\$ 4,250	9%	\$ 7,977
Subsidy Revenue	\$ 109,858	\$ 115,287	\$ (5,429)	-5%	\$ 16,901
Vacancy Loss	\$ -	\$ (3,258)	\$ 3,258	-100%	\$ -
Accounts Receivable	\$ (2,355)	\$ -	\$ (2,355)	NA	\$ (362)
Other Income	\$ (4,324)	\$ (7,005)	\$ 2,681	-38%	\$ (665)
<b>Total Operating Revenue</b>	<b>\$ 155,027</b>	<b>\$ 152,622</b>	<b>\$ 2,405</b>	<b>2%</b>	<b>\$ 23,850</b>
Administrative Expenses	\$ 13,767	\$ 16,082	\$ 2,315	14%	\$ 2,118
Utilities Expense	\$ (70)	\$ 13,661	\$ 13,731	101%	\$ (11)
Operating and Maintenance	\$ 24,842	\$ 20,984	\$ (3,858)	-18%	\$ 3,822
Taxes and Insurance	\$ 8,220	\$ 14,592	\$ 6,372	44%	\$ 1,265
Resident Services	\$ 1,142	\$ 4,569	\$ 3,427	75%	\$ 176
<b>Total Operating Expenses</b>	<b>\$ 47,902</b>	<b>\$ 69,890</b>	<b>\$ 21,988</b>	<b>31%</b>	<b>\$ 7,370</b>
<b>Net Operating Income</b>	<b>\$ 317,685</b>	<b>\$ 226,277</b>	<b>\$ 91,408</b>	<b>40%</b>	<b>\$ 48,875</b>
<b>Replacement Reserves</b>	N/A	N/A			
<b>Debt Service</b>	N/A	N/A			
<b>Net Cash Flow</b>	<b>\$ 317,685</b>	<b>\$ 226,277</b>	<b>\$ 91,408</b>	<b>40%</b>	<b>\$ 48,875</b>
<b>Debt Service Coverage Ratio</b>	N/A	N/A			
Operating Expense PUPY	\$ 7,370	\$ 10,752			
Operating Expense PUPM	\$ 2,457	\$ 3,584			
Number of Units	26				
Months In YTD	3				

## Eagle Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 70,927	\$ 63,827	\$ (7,100)	-11%	\$ 7,881
Subsidy Revenue	\$ 218,021	\$ 233,070	\$ 15,049	6%	\$ 24,225
Vacancy Loss	\$ (9,779)	\$ (5,934)	\$ 3,845	-65%	\$ (1,087)
Accounts Receivable	\$ (4,157)	\$ (7,936)	\$ (3,779)	48%	\$ (462)
Other Income	\$ 4,544	\$ 1,160	\$ (3,384)	-292%	\$ 505
<b>Total Operating Revenue</b>	<b>\$ 279,556</b>	<b>\$ 284,187</b>	<b>\$ 4,631</b>	<b>2%</b>	<b>\$ 31,062</b>
Administrative Expenses	\$ 22,604	\$ 43,058	\$ 20,454	48%	\$ 2,512
Utilities Expense	\$ 16,034	\$ 22,891	\$ 6,857	30%	\$ 1,782
Operating and Maintenance	\$ 2,885	\$ 17,753	\$ 14,868	84%	\$ 321
Taxes and Insurance	\$ 7,507	\$ 12,854	\$ 5,347	42%	\$ 834
Resident Services	\$ -	\$ -	\$ -		
<b>Total Operating Expenses</b>	<b>\$ 49,030</b>	<b>\$ 96,556</b>	<b>\$ 47,526</b>	<b>49%</b>	<b>\$ 5,448</b>
<b>Net Operating Income</b>	<b>\$ 230,526</b>	<b>\$ 187,631</b>	<b>\$ (42,895)</b>	<b>-23%</b>	<b>\$ 25,614</b>
<b>Replacement Reserves</b>	<b>\$ 6,375</b>	<b>\$ -</b>	<b>\$ (6,375)</b>		<b>\$ 708</b>
<b>Debt Service</b>	<b>\$ 46,848</b>	<b>\$ 24,782</b>	<b>\$ (22,066)</b>	<b>-89%</b>	<b>\$ 5,205</b>
<b>Net Cash Flow</b>	<b>\$ 177,303</b>	<b>\$ 162,849</b>	<b>\$ (14,454)</b>	<b>-9%</b>	<b>\$ 19,700</b>
<b>Debt Service Coverage Ratio</b>	<b>4.78</b>	<b>7.57</b>			
Operating Expense PUPM	\$ 454	\$ 894			
Operating Expense PUPY	\$ 5,448	\$ 10,728			
Number of Units	36				
Months In YTD	3				

## Parrot Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 140,835	\$ 114,837	\$ (25,998)	-23%	\$ 11,267
Subsidy Revenue	\$ 301,124	\$ 346,128	\$ 45,004	13%	\$ 24,090
Vacancy Loss	\$ (64,767)	\$ (9,219)	\$ 55,548	-603%	\$ (5,181)
Accounts Receivable	\$ (13,670)	\$ (864)	\$ 12,806	NA	\$ (1,094)
Other Income	\$ (770)	\$ 2,873	\$ 3,643	127%	\$ (62)
<b>Total Operating Revenue</b>	<b>\$ 362,752</b>	<b>\$ 453,755</b>	<b>\$ 91,003</b>	<b>20%</b>	<b>\$ 29,020</b>
Administrative Expenses	\$ 42,839	\$ 37,343	\$ (5,496)	-15%	\$ 3,427
Utilities Expense	\$ 17,535	\$ 44,438	\$ 26,903	61%	\$ 1,403
Operating and Maintenance	\$ 89,680	\$ 48,704	\$ (40,976)	-84%	\$ 7,174
Taxes and Insurance	\$ 22,612	\$ 17,109	\$ (5,503)	-32%	\$ 1,809
Resident Services	\$ 2,067	\$ 5,991	\$ 3,924	65%	\$ 165
<b>Total Operating Expenses</b>	<b>\$ 174,733</b>	<b>\$ 153,585</b>	<b>\$ (21,148)</b>	<b>-14%</b>	<b>\$ 13,979</b>
<b>Net Operating Income</b>	<b>\$ 188,019</b>	<b>\$ 300,170</b>	<b>\$ 112,151</b>	<b>37%</b>	<b>\$ 15,042</b>
<b>Replacement Reserves</b>	\$ 6,375	\$ 6,375			
<b>Debt Service</b>	\$ 64,695	\$ 34,179			
<b>Capital Expense + Tenant Relocation</b>	\$ 94,873	\$ -			
<b>Net Cash Flow</b>	<b>\$ 22,076</b>	<b>\$ 259,616</b>			
<b>Debt Service Coverage Ratio</b>	2.81	7.60			
Operating Expense PUPM	\$ 1,165	\$ 1,024			
Operating Expense PUPY	\$ 13,979	\$ 12,287			
Number of Units	50				
Months In YTD	3				

## Parrot Gardens

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 46,241	\$ 17,211	\$ (29,030)	-169%	\$ 23,121
Subsidy Revenue	\$ 25,511	\$ 40,269	\$ 14,758	37%	\$ 12,756
Vacancy Loss	\$ -	\$ (3,449)	\$ (3,449)	100%	\$ -
Accounts Receivable	\$ (14,926)	\$ (7,158)	\$ 7,768	-109%	\$ (7,463)
Other Income	\$ (28,142)	\$ 6,150	\$ 34,292	558%	\$ (14,071)
<b>Total Operating Revenue</b>	<b>\$ 28,684</b>	<b>\$ 53,023</b>	<b>\$ 24,339</b>	<b>46%</b>	<b>\$ 14,342</b>
Administrative Expenses	\$ 6,070	\$ 5,179	\$ (891)	-17%	\$ 3,035
Utilities Expense	\$ 3,790	\$ 9,562	\$ 5,772	60%	\$ 1,895
Operating and Maintenance	\$ 4,161	\$ 6,806	\$ 2,645	39%	\$ 2,081
Taxes and Insurance	\$ 2,139	\$ 3,273	\$ 1,134	35%	\$ 1,070
Resident Services	\$ 496	\$ 618	\$ 122	20%	\$ 248
<b>Total Operating Expenses</b>	<b>\$ 16,656</b>	<b>\$ 25,438</b>	<b>\$ 8,782</b>	<b>35%</b>	<b>\$ 8,328</b>
<b>Net Operating Income</b>	<b>\$ 12,028</b>	<b>\$ 27,585</b>	<b>\$ 15,557</b>	<b>56%</b>	<b>\$ 6,014</b>
<b>Replacement Reserves</b>	None				
<b>Debt Service</b>	None				
<b>Capital Expense</b>	\$ 827	\$ -	\$ (827)		\$ 414
<b>Net Cash Flow</b>	<b>\$ 11,201</b>	<b>\$ 27,585</b>	<b>\$ 16,384</b>	<b>59%</b>	<b>\$ 5,601</b>
<b>Debt Service Coverage Ratio</b>	N/A				
Operating Expense PUPM	\$ 694	\$ 1,060			
Operating Expense PUPY	\$ 8,328	\$ 12,719			
Number of Units	8 (6+1 MGR+1 OFF)				
Months In YTD	3				

## Esperanza Apartments

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 253,816	\$ 234,771	\$ 19,045	8%	\$ 8,461
Subsidy Revenue	\$ 786,898	\$ 869,556	\$ (82,658)	-10%	\$ 26,230
Vacancy Loss	\$ (34,972)	\$ (33,130)	\$ (1,842)	6%	\$ (1,166)
Accounts Receivable	\$ (2,573)	\$ (10,906)	\$ 8,333	-76%	\$ (86)
Other Income	\$ (12,085)	\$ 2,770	\$ (14,855)	-536%	\$ (403)
<b>Total Operating Revenue</b>	<b>\$ 991,084</b>	<b>\$ 1,063,061</b>	<b>\$ (71,977)</b>	<b>-7%</b>	<b>\$ 33,036</b>
Administrative Expenses	\$ 62,552	\$ 68,988	\$ (6,436)	-9%	\$ 2,085
Utilities Expense	\$ 47,691	\$ 79,955	\$ (32,264)	-40%	\$ 1,590
Operating and Maintenance	\$ 117,302	\$ 87,214	\$ 30,088	34%	\$ 3,910
Taxes and Insurance	\$ 48,915	\$ 50,684	\$ (1,769)	-3%	\$ 1,631
Resident Services	\$ 6,130	\$ 13,778	\$ (7,648)	-56%	\$ 204
<b>Total Operating Expenses</b>	<b>\$ 282,590</b>	<b>\$ 300,619</b>	<b>\$ (18,029)</b>	<b>-6%</b>	<b>\$ 9,420</b>
<b>Net Operating Income</b>	<b>\$ 708,494</b>	<b>\$ 762,442</b>	<b>\$ (53,948)</b>	<b>-7%</b>	<b>\$ 23,616</b>
<b>Replacement Reserves</b>	\$ 9,150	\$ -	\$ 9,150		\$ 305
<b>Debt Service</b>	\$ 246,936	\$ 173,604	\$ 73,332	42%	\$ 8,231
<b>Capital Expense</b>	\$ 53,058	\$ -	\$ 53,058		\$ 1,769
<b>Net Cash Flow</b>	<b>\$ 399,350</b>	<b>\$ 588,838</b>	<b>\$ (189,488)</b>	<b>-32%</b>	<b>\$ 13,312</b>
<b>Debt Service Coverage Ratio</b>	2.83	4.39	\$ (2)	-36%	
Operating Expense PUPM	\$ 785	\$ 835	\$ (50)	-6%	
Operating Expense PUPY	\$ 9,420	\$ 10,021	\$ (601)	-6%	
Number of Units	120				
Months In YTD	3				

### AHA-Scattered Sites

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 13,059	\$ 46,299	\$ 33,240	72%	\$ 2,089
Subsidy Revenue	\$ 115,373	\$ 117,831	\$ 2,458	2%	\$ 18,460
Vacancy Loss	\$ -	\$ (3,283)	\$ (3,283)	100%	\$ -
Gain/Loss to Lease	\$ 22,298	\$ 644	\$ (21,654)	NS	\$ 3,568 large amount of vouchers?
Other Income	\$ 2,001	\$ 655	\$ (1,346)	-205%	\$ 320
<b>Total operating Revenue</b>	<b>\$ 152,731</b>	<b>\$ 162,146</b>	<b>\$ 9,415</b>	<b>6%</b>	<b>\$ 24,437</b>
Administrative Expenses	\$ 73,451	\$ 42,194	\$ (31,257)	-74%	\$ 11,752
Utilities Expense	\$ 854	\$ 6,625	\$ 5,771	87%	\$ 137
Operating and Maintenance	\$ 1,036	\$ 17,528	\$ 16,492	94%	\$ 166
Taxes and Insurance	\$ 3,698	\$ 12,511	\$ 8,813	70%	\$ 592
Resident Services					
<b>Total Operating Expenses</b>	<b>\$ 79,039</b>	<b>\$ 78,858</b>	<b>\$ (181)</b>	<b>0%</b>	<b>\$ 12,646</b>
<b>Net Operating Income</b>	<b>\$ 73,692</b>	<b>\$ 83,288</b>	<b>\$ 9,596</b>	<b>12%</b>	<b>\$ 11,791</b>
<b>Replacement Reserves</b>					
<b>Debt Service</b>					
<b>Capital Expense</b>	\$ 4,232	\$ -	\$ (4,232)		\$ 677
<b>Net Cash Flow</b>	<b>\$ 69,460</b>	<b>\$ 83,288</b>	<b>\$ 13,828</b>	<b>17%</b>	<b>\$ 11,114</b>
<b>Debt Service Coverage Ratio</b>					
Operating Expense PUPM	\$ 1,054				
<b>Operating Expense PUPY</b>	<b>\$ 12,646</b>				
<b>Number of Units</b>	<b>25</b>				
Months In YTD	3				

**AAHC-Scattered Sites**

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 110,607	\$ 76,485	\$ 34,122	45%	\$ 16,386
Subsidy Revenue	\$ 66,622	\$ 92,481	\$ (25,859)	-28%	\$ 9,870
Vacancy Loss	\$ (36,995)	\$ (8,448)	\$ (28,547)	338%	\$ (5,481)
Accounts Receivable	\$ (24,935)	\$ 2,399	\$ (27,334)	-1139%	\$ (3,694)
Other Income	\$ (695)	\$ 655	\$ (1,350)	-206%	\$ (103)
<b>Total operating Revenue</b>	<b>\$ 114,604</b>	<b>\$ 163,572</b>	<b>\$ (48,968)</b>	<b>-30%</b>	<b>\$ 16,978</b>
Administrative Expenses	\$ 36,184	\$ 54,445	\$ (18,261)	-34%	\$ 5,361
Utilities Expense	\$ 17,119	\$ 6,200	\$ 10,919	176%	\$ 2,536
Operating and Maintenance	\$ 10,159	\$ 15,890	\$ (5,731)	-36%	\$ 1,505
Taxes and Insurance	\$ 7,017	\$ 13,219	\$ (6,202)	-47%	\$ 1,040
Resident Services	\$ 711	\$ 2,053	\$ (1,342)	-65%	\$ 105
<b>Total Operating Expenses</b>	<b>\$ 71,190</b>	<b>\$ 91,807</b>	<b>\$ (20,617)</b>	<b>-22%</b>	<b>\$ 10,547</b>
<b>Net Operating Income</b>	<b>\$ 43,414</b>	<b>\$ 71,765</b>	<b>\$ (28,351)</b>	<b>-40%</b>	<b>\$ 6,432</b>
<b>Replacement Reserves</b>					
<b>Debt Service</b>					
Capital Expense	\$ 26,618	\$ -	\$ 26,618		\$ 3,943 carpet and flooring Appliance replacement
<b>Net Cash Flow</b>	<b>\$ 16,796</b>	<b>\$ 71,765</b>	<b>\$ (54,969)</b>	<b>-77%</b>	<b>\$ 2,488</b> Water mitigation Sounds like a big leak at one of the sites?
<b>Debt Service Coverage Ratio</b>					
Operating Expense PUPM	\$ 879				
<b>Operating Expense PUPY</b>	<b>\$ 10,547</b>				
<b>Number of Units</b>	<b>27</b>				
Months In YTD	3				



**PHONE:** (510) 747-4300  
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**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Trevor Jones, Asset Manager

Date: February 21, 2024

Re: Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023.

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## **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 with the exception of Park Alameda; thus, all partnerships include a land lease, and AHA's role varies from Co-General Partner (Co-GP), General Partner (GP), to Special Limited Partner (SLP). Island City Development (ICD) is the developer for Rosefield Village, 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 2023. These properties run on a fiscal year ending December 31st. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the figures used in this report may change and not match the audit.

Statements that apply to all properties:

Operating Revenue - Includes tenant rent, rental subsidy, vacancy loss, laundry income, and interest on accounts.

Tenant Receivables - Property Management and Resident Services assist residents with applying for assistance and repayment agreements.





Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.

Net Operating Income (NOI)- Operating Revenue minus Operating Expense

Total Surplus Cash Flow will be distributed per the waterfall in accordance with the LPA, lender, and regulatory agreements.

#### 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 The Breakers at Bayport L.P. is the Limited Partner (LP). The Housing Authority of the City of Alameda (AHA) owns the land. The Housing Authority of the City of Alameda (AHA) provided an original loan of \$2,015,000 and has a current balance of \$1,408,790, that bears no interest and matures in January 2059. 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

Section 8 PBV: 20 units

Income and rent limits: 50%-60% AMI

- Operating Revenue is \$509,774, which is 3% (\$13,360) higher than budget.
- Occupancy is 99.9% (1 > vacant units).
- Tenant Revenue is \$116,774 and Subsidy Revenue is \$445,085.
- Tenant Accounts Receivable are \$59,886. No tenants are currently facing termination for nonpayment. This includes residents with balances over 12 months delinquent.
- Operating Expenses are \$215,474, which is 15% (\$37,002) lower than budget due to high occupancy, low turnover, and lower than budgeted property insurance.
- Net Operating Income is \$294,474, which is 19% (\$47,363) higher than budget due to consistently high occupancy and lower than budgeted insurance.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$177,381.
- Total Net Cash Flow is \$105,293 which is \$47,363 over budget.
- DSCR is 1.59x.

#### 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, Operation Dignity is the SLP, and National Equity Fund (NEF) is the LP. AHA owns the land, and also holds an Option to exercise the Right of First Refusal (ROFR) AHA is in the process of closing the investor Limited Partner buyout in

February 2024. JSCo provides property management services. Operation Dignity provides resident services. There is a loan of \$2,129,336 from AHA/CIC that bears no interest and matures on March 23, 2063. The project was placed in service on September 03, 2009.

Unit matrix: 1Bed- 6 units, 2Bed- 18 units, 3Bed- 12 units, 4Bed- 3 units  
Section 8 PBV: 21 units  
Income and rent limits: 20%-60% AMI

- Operating Revenue is \$667,519, which is 4% (\$24,691) lower than budget due to Occupancy being lower than budget.
- Occupancy is 94% (2 vacant units).
- Tenant Revenue is \$294,031 and Subsidy Revenue is \$410,898.
- Tenant Accounts receivable are \$3,363. No tenants are currently facing termination for non-payment.
- Operating Expenses are \$342,036, which is 5% (\$15,857) higher than budget due to higher turnover and associated administrative fees.
- Net Operating Income is \$325,036, which is 11% (\$40,548) lower than budget due to lower than budgeted occupancy and higher turnover.
- Replacement Reserve deposit requirement is \$23,400 annually.
- No mandatory hard debt service.
- Total Net Cash Flow is \$307,933 which is \$40,548 under budget.
- DSCR is N/A due to no hard loans.

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, AHA is the Co-GP, and Union Bank (UB) is the LP. AHA holds an Option to exercise the Right of First Refusal (ROFR) beginning in January 2025. RCD, the GP, owns both the land and the property. There is a loan of \$8,600,000 from AHA/CIC that bears no interest and matures September 2068. 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 (manager' unit)  
Section 8 PBV: 15 units  
Income and rent limits: 50%-120% AMI

- Operating Revenue is \$575,331, which is 3% (\$18,203) lower than budget as a result of occupancy falling short of budget.
- Occupancy is 91% (6 vacant units)
- Tenant Revenue \$382,666 and Subsidy Revenue are \$248,755.
- Tenant Accounts Receivable are \$124,640. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$582,277, which is about 26% (\$118,782) higher than

budget.

- The Administrative and Maintenance Payroll is \$38,045 over budget.
- Elevator maintenance is \$8,307 over budget.
- Flooring costs are \$6,444 over budget.
- A collection loss of \$54,964 was accounted for as an expense compared to \$7,091 budgeted.
- Net Operating Income is \$(6,946), which is 105% (\$136,985) lower than budget.
- Replacement Reserve deposit requirement \$31,930 annually.
- No Mandatory Hard Debt Service.
- Total Net Cash Flow is (\$30,894).

#### Stargell Commons- 2700 Bette Street

Stargell Commons is a 32-unit Low Income Housing Tax Credit (LIHTC) development for families. RCD is the GP, Wells Fargo Bank (WFB) is the LP, and ICD is the SLP. AHA provided a loan of \$2,000,000 at 3% interest payable through excess/distributable cash with a maturity date of December 2072. At this time, no principal payments have been made and \$238,298 of interest has accrued. AHA holds an Option to exercise the Right of First Refusal (ROFR), which can be exercised on or after December 31, 2031. 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

Section 8 PBV: 7 units

Income and rent limits: 30%-60% AMI

- Operating Revenue is \$452,992, which is 5% (\$21,142) higher than budget.
- Occupancy is 99% (1 > vacant unit).
- Tenant Revenue is \$274,584 and Subsidy Revenue is \$173,635.
- Tenant Accounts Receivable are \$9,794. No tenants are currently facing termination for nonpayment.
- Operating Expenses are \$289,996, which is 3% (7,787) lower than budget due to high occupancy and low turnover.
- Net Operating Income is \$162,996, which is 22% (\$28,929) higher than budget due to consistently high occupancy.
- Replacement Reserve deposit requirement is \$19,200 annually.
- Mandatory hard debt service is \$69,156.
- Total Net Cash Flow is \$79,440 which is \$28,929 over budget.
- DSCR is 2.15x.

#### 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, AHA is the Co-GP, and Bank of America (BofA) is the LP. AHA also holds an Option to exercise the Right of First Refusal (ROFR), which can be executed a on or after December 31, 2028 AHA has 3 current loans secured by the property. The first loan was for \$225,000 with an interest rate of 5% and current balance of \$52,238. The second AHA/CIC loan was for \$1,400,000 with an interest rate of 3% and current balance of \$1,400,000 excluding accrued interest of \$331,285. The third AHA loan was for \$200,000 with an interest rate of 3% and deferred payments until 2070. SAHA Property Management provides property management services. Housing Consortium of East Bay (HCEB) provides resident services. The project was placed in service on January 9, 2014.

Unit matrix: 1Bed- 16 units, 2Bed- 3 units  
Section 8 PBV: 18 units  
Income and rent limits: 50% AMI

- Operating Revenue is \$316,384 which is 8% (\$26,928) lower than budget due to higher than budgeted vacancy.
- Occupancy is 89% (2 vacant units)
- Tenant Receivables are \$110,040 and Subsidy Receivables are \$245,154.
- Operating Expenses are \$241,981, which is 20% (\$59,752) lower than budget.
- Total Net Operating Income is \$74,403, which is 79% (\$59,752) higher than budget.
- Replacement Reserve deposit requirement is \$11,400 annually.
- Mandatory hard debt service is \$21,474.
- DSCR is 3.07.
- Total Net Cash Flow is \$44,379.
- The property budgeted aggressively with 1 vacant unit and conservatively with operating expenses, including large expenses that were not utilized, which explains the positive variance in total net operating income.

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 and NEF is the LP. ICD also holds an Option/ Right of First Refusal. FPI Management provides property management services as of January 1, 2023. LifeSteps provides resident services. The project was placed in service on July 31, 2018.

Unit matrix: 1Bed- 30 units, 2Bed- 1 unit  
Section 8 PBV: 25 units  
Income and rent limits: 30%-50% AMI

- Operating Revenue is \$495,639, which is 0% (\$776) higher than budget due to high occupancy and a manager unit.
- Occupancy is 99% (1> vacant unit).

- Tenant Revenue is \$104,661 and Subsidy Revenue is \$444,933.
- Tenant Accounts receivable are \$47,220.
- Operating Expenses are \$215,474, which is 15% (37,302,) lower than budget due to lower payroll, lower turn costs and maintenance, as well as lower than budgeted accrued taxes and insurance.
- Net Operating Income is \$280,465, which is 15% (\$36,526) higher than budget due to high occupancy and lower than budgeted expenses.
- Replacement Reserve deposit requirement is \$15,500 annually.
- Mandatory hard debt service is \$177,381
- Total Net Cash Flow is \$91,459 which is \$36,526 over budget.
- DSCR is 1.52x

#### 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 and Enterprise is the LP. ICD also holds an Option to exercise the Right of First Refusal (ROFR) effective on or after the end of the compliance period in 2033. FPI Management provides property management services as of January 1, 2023. 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  
 Section 8 PBV: 12 units  
 VASH PBV: 5 units  
 Income and rent limits: 30%-60% AMI

- Operating Revenue is \$420,747, which is 3% (\$13,610) higher than budget.
- Occupancy is 97% (1> vacant unit).
- Tenant Revenue is \$105,534 and Subsidy Revenue is \$338,164.
- Tenant Accounts Receivables are \$6,143.
- Operating Expenses are \$177,464, which is 11% (23,013,) lower than budget due to lower administrative expenses (auditing and compliance), lower turn costs and maintenance, as well as lower than budgeted property insurance.
- Net Operating Income is \$243,283, which is 18% (\$36,623) higher than budget due to conservative expense budgeting and not having to utilize some large anticipated expenses.
- Replacement Reserve deposit requirement is \$12,000 annually.
- Mandatory hard debt service is \$171,117
- Total Net Cash Flow is \$63,166 which is \$36,623 over budget.
- DSCR is 1.37x.

#### Rosefield- 727 Buena Vista Avenue

Rosefield is a 92-unit Low Income Housing Tax Credit (LIHTC) development project for

families. FPI Management provides property management services as of January 1, 2023. LifeSteps provides resident services. The project was placed in service in 2022. Please note 2024 is the first full year of operating so some numbers are skewed by the 2023 conversion to perm financing.

Unit matrix: Studio- 7 units, 1Bed- 35 units, 2Bed- 26 units, 3Bed- 23 units  
Section 8 PBV: 23 units  
Income and rent limits: 20%-80% AMI

- Operating Revenue is \$1,463,684, which is 1% (\$20,357) higher than budget.
- Occupancy averaged 97% (2 vacant units) over the past nine months. After the lease-up Rosefield maintained high occupancy, ending the quarter 95% occupied.
- Tenant Revenue is \$933,278 and Subsidy Revenue is \$517,492.
- Tenant Accounts receivable are \$212,677. 12 tenants are currently facing termination for non-payment.
- Operating Expenses are \$483,271, which is 32% (226,458) lower than budget due to the per unit expenses being materially lower than the rest of the portfolio. The size of the property and age of construction contribute significantly to the lower per unit costs. Please anticipate expenses to stabilize with the budget in 2024.
- Net Operating Income is \$799,884, which is 9% (\$66,286) higher than budget due to per unit operating expenses being \$3,284 lower than budget.
- Replacement Reserve deposit requirement is \$55,200 annually.
- Mandatory hard debt service is \$543,519
- Total Net Cash Flow is \$214,965 which is \$66,286 over budget.
- DSCR is 1.4x.

Overall, the portfolio is performing strongly and stabilized. All the assets are able to fulfill mandatory hard debt service and deposit reserves with a debt service coverage ratio averaging at 2.81, ranging from 1.4 to 4.48. 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 2023.

**ATTACHMENTS**

1. Q3 LIHTC Financials

Respectfully submitted,  
Trevor Jones, Asset Manager

## Breakers at Bayport

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 116,774	\$ 111,641	\$ 5,133	5%	\$ 5,023
Subsidy Revenue	\$ 445,085	\$ 413,941	\$ 31,144	8%	\$ 19,143
Vacancy Loss	\$ (129)	\$ (10,511)	\$ 10,382	-99%	\$ (6)
Accrued Accounts Receivable	\$ (32,998)	\$ -	\$ (32,998)	NA	\$ (1,419)
Other Income	\$ (18,958)	\$ (18,656)	\$ (302)	2%	\$ (815)
<b>Total Operating Revenue</b>	<b>\$ 509,774</b>	<b>\$ 496,415</b>	<b>\$ 13,359</b>	<b>3%</b>	<b>\$ 21,926</b>
Administrative Expenses	\$ 84,005	\$ 78,247	\$ (5,758)	-7%	\$ 3,613
Utilities Expense	\$ 30,560	\$ 39,371	\$ 8,811	22%	\$ 1,314
Operating and Maintenance	\$ 52,523	\$ 65,823	\$ 13,300	20%	\$ 2,259
Taxes and Insurance	\$ 32,570	\$ 51,576	\$ 19,006	37%	\$ 1,401
Resident Services	\$ 15,816	\$ 17,459	\$ 1,643	9%	\$ 680
<b>Total Operating Expenses</b>	<b>\$ 215,474</b>	<b>\$ 252,476</b>	<b>\$ 37,002</b>	<b>15%</b>	<b>\$ 9,268</b>
<b>Net Operating Income</b>	<b>\$ 294,299</b>	<b>\$ 246,936</b>	<b>\$ 47,363</b>	<b>19%</b>	<b>\$ 12,658</b>
<b>Replacement Reserves</b>	\$ 11,625				
<b>Debt Service</b>	\$ 177,381				
<b>Net Cash Flow</b>	<b>\$ 105,293</b>	<b>\$ 57,930</b>	<b>\$ 47,363</b>	<b>82%</b>	<b>\$ 4,529</b>
<b>Debt Service Coverage Ratio</b>	1.59	1.33			
Operating Expense PUPY	\$ 9,268	\$ 10,859			
Operating Expense PUPM	\$ 1,030	\$ 1,207			
Number of Units	31				
Months In YTD	9				



## Shinsei Gardens

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 294,031	\$ 303,822	\$ (9,791)	-3%	\$ 10,052
Subsidy Revenue	\$ 410,898	\$ 393,939	\$ 16,959	4%	\$ 14,048
Vacancy Loss	\$ (42,811)	\$ (9,180)	\$ (33,631)	366%	\$ (1,464)
Other Income	\$ 5,401	\$ 3,629	\$ 1,772	49%	\$ 185
<b>Total Operating Revenue</b>	<b>\$ 667,519</b>	<b>\$ 692,210</b>	<b>\$ (24,691)</b>	<b>-4%</b>	<b>\$ 22,821</b>
Administrative Expenses	\$ 103,116	\$ 97,051	\$ (6,065)	-6%	\$ 3,525
Utilities Expense	\$ 49,802	\$ 52,752	\$ 2,950	6%	\$ 1,703
Operating and Maintenance	\$ 109,015	\$ 93,115	\$ (15,900)	-17%	\$ 3,727
Taxes and Insurance	\$ 55,616	\$ 57,524	\$ 1,908	3%	\$ 1,901
Resident Services	\$ 24,487	\$ 25,737	\$ 1,250	5%	\$ 837
<b>Total Operating Expenses</b>	<b>\$ 342,036</b>	<b>\$ 326,179</b>	<b>\$ (15,857)</b>	<b>-5%</b>	<b>\$ 11,694</b>
<b>Net Operating Income</b>	<b>\$ 325,483</b>	<b>\$ 366,031</b>	<b>\$ (40,548)</b>	<b>-11%</b>	<b>\$ 11,128</b>
<b>Replacement Reserves</b>	\$ 17,550				
<b>Debt Service</b>	None				
<b>Net Cash Flow</b>	<b>\$ 307,933</b>	<b>\$ 348,481</b>	<b>\$ (40,548)</b>	<b>-12%</b>	<b>\$ 10,528</b>
<b>Debt Service Coverage Ratio</b>	None	None			
Operating Expense PUPY	\$ 11,694	\$ 11,151			
Operating Expense PUPM	\$ 1,299	\$ 1,239			
Number of Units	39				
Months In YTD	9				

### Park Alameda

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 382,666	\$ 334,269	\$ 48,397	14%	\$ 8,229
Subsidy Revenue	\$ 248,755	\$ 272,520	\$ (23,765)	-9%	\$ 5,350
Vacancy Loss	\$ (59,744)	\$ (15,505)	\$ (44,239)	285%	\$ (1,285)
Other Income	\$ 3,654	\$ 2,250	\$ 1,404	62%	\$ 79
<b>Total Operating Revenue</b>	<b>\$ 575,331</b>	<b>\$ 593,534</b>	<b>\$ (18,203)</b>	<b>-3%</b>	<b>\$ 12,373</b>
Administrative Expenses	\$ 223,329	\$ 146,247	\$ (77,082)	-53%	\$ 4,803
Utilities Expense	\$ 57,923	\$ 66,190	\$ 8,267	12%	\$ 1,246
Operating and Maintenance	\$ 162,236	\$ 117,856	\$ (44,380)	-38%	\$ 3,489
Taxes and Insurance	\$ 83,734	\$ 82,218	\$ (1,516)	-2%	\$ 1,801
Resident Services	\$ 55,055	\$ 50,984	\$ (4,071)	-8%	\$ 1,184
<b>Total Operating Expenses</b>	<b>\$ 582,277</b>	<b>\$ 463,495</b>	<b>\$ (118,782)</b>	<b>-26%</b>	<b>\$ 12,522</b>
<b>Net Operating Income</b>	<b>\$ (6,946)</b>	<b>\$ 130,039</b>	<b>\$ 136,985</b>	<b>105%</b>	<b>\$ (149)</b>
<b>Replacement Reserves</b>	\$ 23,948				
<b>Debt Service</b>	None				
<b>Net Cash Flow</b>	<b>\$ (30,894)</b>	<b>\$ 106,092</b>	<b>\$ (136,985)</b>	<b>-129%</b>	<b>\$ (664)</b>
<b>Debt Service Coverage Ratio</b>	None	None			
Operating Expense PUPY	\$ 12,522	\$ 9,968			
Operating Expense PUPM	\$ 1,391	\$ 1,108			
Number of Units	62				
Months In YTD	9				

## Stargell Commons

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 274,584	\$ 260,315	\$ 14,269	5%	\$ 11,441
Subsidy Revenue	\$ 173,635	\$ 179,219	\$ (5,584)	-3%	\$ 7,235
Vacancy Loss	\$ (2,627)	\$ (12,031)	\$ 9,404	-78%	\$ (109)
Other Income	\$ 7,400	\$ 4,347	\$ 3,053	70%	\$ 308
<b>Total Operating Revenue</b>	<b>\$ 452,992</b>	<b>\$ 431,850</b>	<b>\$ 21,142</b>	<b>5%</b>	<b>\$ 18,875</b>
Administrative Expenses	\$ 90,839	\$ 88,807	\$ (2,032)	-2%	\$ 3,785
Utilities Expense	\$ 42,201	\$ 41,418	\$ (783)	-2%	\$ 1,758
Operating and Maintenance	\$ 70,014	\$ 81,444	\$ 11,430	14%	\$ 2,917
Taxes and Insurance	\$ 58,458	\$ 55,363	\$ (3,095)	-6%	\$ 2,436
Resident Services	\$ 28,484	\$ 30,751	\$ 2,267	7%	\$ 1,187
<b>Total Operating Expenses</b>	<b>\$ 289,996</b>	<b>\$ 297,783</b>	<b>\$ 7,787</b>	<b>3%</b>	<b>\$ 12,083</b>
<b>Net Operating Income</b>	<b>\$ 162,996</b>	<b>\$ 134,067</b>	<b>\$ 28,929</b>	<b>22%</b>	<b>\$ 6,792</b>
<b>Replacement Reserves</b>	\$ 14,400				
<b>Debt Service</b>	\$ 69,156				
<b>Net Cash Flow</b>	<b>\$ 79,440</b>	<b>\$ 50,511</b>	<b>\$ 28,929</b>	<b>57%</b>	<b>\$ 3,310</b>
<b>Debt Service Coverage Ratio</b>	2.15	1.73			
Operating Expense PUPY	\$ 12,083	\$ 12,408			
Operating Expense PUPM	\$ 1,343	\$ 1,379			
Number of Units	32				
Months In YTD	9				

## Jack Capon Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 110,040	\$ 76,581	\$ 33,459	44%	\$ 7,722
Subsidy Revenue	\$ 245,154	\$ 276,075	\$ (30,921)	-11%	\$ 17,204
Vacancy Loss	\$ (39,514)	\$ (10,580)	\$ (28,934)	273%	\$ (2,773)
Other Loss/Gain	\$ (490)	\$ -	\$ -	0%	\$ (34)
Other Income	\$ 1,194	\$ 1,236	\$ (42)	-3%	\$ 84
<b>Total Operating Revenue</b>	<b>\$ 316,384</b>	<b>\$ 343,312</b>	<b>\$ (26,928)</b>	<b>-8%</b>	<b>\$ 22,202</b>
Administrative Expenses	\$ 78,784	\$ 78,769	\$ (15)	0%	\$ 5,529
Utilities Expense	\$ 21,062	\$ 27,663	\$ 6,601	24%	\$ 1,478
Operating and Maintenance	\$ 72,671	\$ 111,114	\$ 38,443	35%	\$ 5,100
Taxes and Insurance	\$ 22,229	\$ 30,878	\$ 8,649	28%	\$ 1,560
Resident Services	\$ 47,235	\$ 53,309	\$ 6,074	11%	\$ 3,315
<b>Total Operating Expenses</b>	<b>\$ 241,981</b>	<b>\$ 301,733</b>	<b>\$ 59,752</b>	<b>20%</b>	<b>\$ 16,981</b>
<b>Net Operating Income</b>	<b>\$ 74,403</b>	<b>\$ 41,579</b>	<b>\$ 32,824</b>	<b>79%</b>	<b>\$ 5,221</b>
<b>Replacement Reserves</b>	\$ 8,550				
<b>Debt Service</b>	\$ 21,474				
<b>Net Cash Flow</b>	<b>\$ 44,379</b>	<b>\$ 11,555</b>	<b>\$ 32,824</b>	<b>284%</b>	<b>\$ 3,114</b>
<b>Debt Service Coverage Ratio</b>	3.07	1.54			
Operating Expense PUPY	\$ 16,981	\$ 21,174			
Operating Expense PUPM	\$ 1,887	\$ 2,353			
Number of Units	19				
Months In YTD	9				

## Little John

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 104,661	\$ 111,641	\$ (6,980)	-6%	\$ 4,502
Subsidy Revenue	\$ 444,933	\$ 413,941	\$ 30,992	7%	\$ 19,137
Vacancy Loss	\$ (129)	\$ (10,511)	\$ 10,382	-99%	\$ (6)
Accrued Accounts Receivable	\$ (34,868)	\$ -	\$ (34,868)	NA	\$ (1,500)
Other Income	\$ (18,958)	\$ (18,656)	\$ (302)	2%	\$ (815)
<b>Total Operating Revenue</b>	<b>\$ 495,639</b>	<b>\$ 496,415</b>	<b>\$ (776)</b>	<b>0%</b>	<b>\$ 21,318</b>
Administrative Expenses	\$ 84,005	\$ 78,247	\$ (5,758)	-7%	\$ 3,613
Utilities Expense	\$ 30,560	\$ 39,371	\$ 8,811	22%	\$ 1,314
Operating and Maintenance	\$ 52,523	\$ 65,823	\$ 13,300	20%	\$ 2,259
Taxes and Insurance	\$ 32,270	\$ 51,576	\$ 19,306	37%	\$ 1,388
Resident Services	\$ 15,816	\$ 17,459	\$ 1,643	9%	\$ 680
<b>Total Operating Expenses</b>	<b>\$ 215,174</b>	<b>\$ 252,476</b>	<b>\$ 37,302</b>	<b>15%</b>	<b>\$ 9,255</b>
<b>Net Operating Income</b>	<b>\$ 280,465</b>	<b>\$ 243,939</b>	<b>\$ 36,526</b>	<b>15%</b>	<b>\$ 12,063</b>
<b>Replacement Reserves</b>	\$ 11,625				
<b>Debt Service</b>	\$ 177,381				
<b>Net Cash Flow</b>	<b>\$ 91,459</b>	<b>\$ 54,933</b>	<b>\$ 36,526</b>	<b>66%</b>	<b>\$ 3,934</b>
<b>Debt Service Coverage Ratio</b>	1.52	1.31			
Operating Expense PUPY	\$ 9,255	\$ 10,859			
Operating Expense PUPM	\$ 1,028	\$ 1,207			
Number of Units	31				
Months In YTD	9				

## Everett Commons

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 105,534	\$ 94,770	\$ 10,764	11%	\$ 7,036
Subsidy Revenue	\$ 338,164	\$ 344,151	\$ (5,987)	-2%	\$ 22,544
Vacancy Loss	\$ (12,152)	\$ (11,704)	\$ (448)	4%	\$ (810)
Other Gain/Loss	\$ 7,017	\$ -	\$ 7,017	NA	\$ 468
Other Income	\$ (17,816)	\$ (20,080)	\$ 2,264	-11%	\$ (1,188)
<b>Total Operating Revenue</b>	<b>\$ 420,747</b>	<b>\$ 407,137</b>	<b>\$ 13,610</b>	<b>3%</b>	<b>\$ 28,050</b>
Administrative Expenses	\$ 36,976	\$ 55,850	\$ 18,874	34%	\$ 2,465
Utilities Expense	\$ 42,136	\$ 31,513	\$ (10,623)	-34%	\$ 2,809
Operating and Maintenance	\$ 35,603	\$ 37,168	\$ 1,565	4%	\$ 2,374
Taxes and Insurance	\$ 25,750	\$ 38,947	\$ 13,197	34%	\$ 1,717
Resident Services	\$ 36,999	\$ 36,999	\$ -	0%	\$ 2,467
<b>Total Operating Expenses</b>	<b>\$ 177,464</b>	<b>\$ 200,477</b>	<b>\$ 23,013</b>	<b>11%</b>	<b>\$ 11,831</b>
<b>Net Operating Income</b>	<b>\$ 243,283</b>	<b>\$ 206,660</b>	<b>\$ 36,623</b>	<b>18%</b>	<b>\$ 16,219</b>
<b>Replacement Reserves</b>	\$ 9,000				
<b>Debt Service</b>	\$ 171,117				
<b>Net Cash Flow</b>	<b>\$ 63,166</b>	<b>\$ 26,543</b>	<b>\$ 36,623</b>	<b>138%</b>	<b>\$ 4,211</b>
<b>Debt Service Coverage Ratio</b>	1.37	1.16			
Operating Expense PUPY	\$ 11,831	\$ 13,365			
Operating Expense PUPM	\$ 1,315	\$ 1,485			
Number of Units	20				
Months In YTD	9				

## Rosefield

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 933,278	\$ 693,432	\$ 239,846	35%	\$ 13,526
Subsidy Revenue	\$ 517,492	\$ 793,764	\$ (276,272)	-35%	\$ 7,500
Vacancy Loss	\$ (37,963)	\$ (26,439)	\$ (11,524)	44%	\$ (550)
Accrued Accounts Receivable	\$ (102,857)	\$ -	\$ (102,857)	NA	\$ (1,491)
Other Income	\$ (26,795)	\$ (17,430)	\$ (9,365)	54%	\$ (388)
<b>Total Operating Revenue</b>	<b>\$ 1,283,155</b>	<b>\$ 1,443,327</b>	<b>\$ (160,172)</b>	<b>-11%</b>	<b>\$ 18,596</b>
Administrative Expenses	\$ 113,232	\$ 189,616	\$ 76,384	40%	\$ 1,641
Utilities Expense	\$ 134,034	\$ 192,584	\$ 58,550	30%	\$ 1,943
Operating and Maintenance	\$ 68,531	\$ 85,678	\$ 17,147	20%	\$ 993
Taxes and Insurance	\$ 97,168	\$ 145,101	\$ 47,933	33%	\$ 1,408
Resident Services	\$ 70,306	\$ 96,750	\$ 26,444	27%	\$ 1,019
<b>Total Operating Expenses</b>	<b>\$ 483,271</b>	<b>\$ 709,729</b>	<b>\$ 226,458</b>	<b>32%</b>	<b>\$ 7,004</b>
<b>Net Operating Income</b>	<b>\$ 799,884</b>	<b>\$ 733,598</b>	<b>\$ 66,286</b>	<b>9%</b>	<b>\$ 11,593</b>
<b>Replacement Reserves</b>	\$ 41,400				
<b>Debt Service</b>	\$ 543,519				
<b>Net Cash Flow</b>	<b>\$ 214,965</b>	<b>\$ 148,679</b>	<b>\$ 66,286</b>	<b>45%</b>	<b>\$ 3,115</b>
<b>Debt Service Coverage Ratio</b>	1.40	1.27			
Operating Expense PUPY	\$ 7,004	\$ 10,286			
Operating Expense PUPM	\$ 778	\$ 1,143			
Number of Units	92				
Months In YTD	9				



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Louie So, Director of Finance

Date: February 21, 2024

Re: Accept the Quarterly Financial Report for the month ended December 31, 2023.

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## **BACKGROUND**

This high-level, Finance and Budget Variance Report covers preliminary unaudited financial operating results of July 1, 2023 through December 31, 2023 activity compared to the FY 2024 budget for the same period. In May 2023, the Housing Authority of the City of Alameda (AHA) Board of Commissioners approved a one-year FY 2024 operating budget for the period covering fiscal year July 1, 2023 through June 30, 2024. Although the audited financial statements are on an accrual basis, the month-to-month financial statements 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 by the independent financial auditors, including information that are provided in arrears such as the pension calculation from AHA actuaries.

AHA financial reports incorporate the financial activities of the properties which were transferred to AHA's affiliate, Alameda Affordable Housing Corporation (AAHC). All members of the AHA Board of Commissioners also serve as the Board of Directors of AAHC and, due to this common control, the Department of Housing and Urban Development (HUD) has opined that AAHC is a blended component unit of AHA.

Please note that the activity of AHA's affiliate, Island City Development (ICD) and related low-income housing tax credit partnerships (which owns Rosefield Village, Everett Commons and Littlejohn Commons and is developing the North Housing site), are not included in this memorandum. Financial activity is presented at a separate ICD Board meeting. HUD has opined that ICD is a discretely presented component unit of AHA, and presented separately in the audited financial statements of the agency.

## **DISCUSSION**

### Overview

The following Financial Snapshot showcases Net Operating Income (Cash Flow of





AHA) for the fiscal year to date (July 1, 2023 through December 31, 2023). Further discussions on the cause of these variances are presented below.

Financial Snapshot	PTD Actual	PTD Budget	Variance	% Variance
TOTAL REVENUE	\$30,681,219	\$30,192,682	\$488,537	1.62%
LESS: OPERATING EXPENSES	-\$26,097,540	-\$30,051,313	-\$3,953,773	-13.16%
NET OPERATING INCOME	\$4,583,680	\$141,370	\$4,442,310	3,142.33

The following Risk Indicator showcases whether AHA has sufficient cash and investments to meet its near-term obligations. Note that these numbers do not include additional reserves held by HUD (approximately \$3 Million as of December 31, 2023) and the expenses only provide trending snapshots of actual expenses are subject to change. There are currently substantial cost savings as the agency have vacant budgeted positions but as AHA fills these positions the expectation is that the "Month Covered" column be lower.

Performance Indicator	Cash and Investments	YTD Expenses / 12 Months	Months Covered
Cash and Investments/Total HAP (Average of 6 month Actuals)	\$31,229,401	\$3,202,773	9.75
Cash and Investments/Operating Expense (Average of 6 month Actuals)	\$31,229,401	\$1,142,854	27.33
Cash and Investments/HAP and Operating Expense (Average of 6 months)	\$31,229,401	\$4,345,627	7.19

Furthermore, the leverage ratio AHA Debt (\$128,879,472) to AHA Assets (\$267,773,847) percentage of 48% showcases that AHA is lowly leveraged. Additionally, some of the AHA debt is internal debt (i.e. seller note from the AHA to

AAHC property transfers). During the period reported, AHA has received additional redevelopment loan funding from Capital Impact Partners for The Poplar (formerly known as Tilden Commons and AUSD Land) of approximately \$2.4 Million.

### Third Party Management

AHA Finance and FPI Accounting continues to work closely for reporting and staff continues to monitor for critical invoices to be paid on time (mortgages, insurance, vendors etc.). Additionally, AHA Finance staff have access to view FPI bank account activity online, and FPI Yardi financial statement online access to view accounting and ledger transactions in real time. Monthly financial packages are received approximately 15 days after the month end of our properties.

### Operations Budget – Revenue

Year-to-date - Rental income (Total Tenant Revenue) of \$6,873,527 is predominantly made up of Housing Assistance Payments (HAP) received for AHA/AAHC units and tenant rents received for these properties. Please note that the tax increment subsidy for Independence Plaza is received as two lump sum from the City of Alameda and recognized on a monthly prorated basis on the financial statements for budget purposes (accrual basis). As of December 2023, this tax increment has not been received but is expected to be received in January 2024. The increment has been accrued as of December 2023. The tenant portion of rents received is higher than budget by \$328,690 (14.21%), with vacancies higher than budget by \$170,859 (79.66%), offset by a lower HAP subsidy received of \$112,479 (2.36%). Staff will continue to monitor tenant and HAP income closely, and a reconciliation effort continues to be in progress for all properties under FPI's management. Additional tenant funding from the emergency rental assistance payment program was also received for the properties.

Other Grants (7080000) is higher than budgeted as AHA received the Alameda Unified School District Recognized Obligation Payments of \$1,299,231. This is a one time payment for this period to date reporting.

Total Other Income and Restricted Income is higher than budget by \$84,115 (13.28%).

Interest earned from CAMP and LAIF investments are higher than budgeted due to a rising rate environment, and AHA, as soft lender to LIHTC and other affordable housing projects, has received interest payments from properties' excess cash flow. Funds were spun out of CAMP for Rosefield Village permanent loan conversion in September 2023, but due to delays in acquisitions and low-income housing tax credit project partnership closings, more funds were retained with AHA thus generating a higher return.

### Expenses

Total operating expenses, including HAP, are substantially lower period-to-date by \$3,953,773. Aside from HAP (discussed in the following paragraph), this is mainly due to lower paid out salary and benefit expenses, which are under budget due to vacant positions (e.g. unfilled openings, resignation, retirement or long-term leaves), and includes cost savings due to budgeted travel not heavily utilized in the first 3 months of the fiscal year, offset by higher maintenance costs in the properties due to deferred

maintenance and certain costs that were planned for to be reclassified as capital costs on the balance sheet. Please see Monthly Overview Report Executive Department for an overview of active recruitment. Staff expects these operating expenses to increase as AHA becomes more staffed, with multiple positions filled, including the Director of Asset Management and Asset Manager in the month of November 2023, and various staff joining AHA in calendar year 2024 (Director of Property Operations).

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 below budget by \$135,374 (0.72% 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. Finance staff continues to make progress on \$382,818 (Account 9700800 Port-In AR Billings) 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 2024 budget process as it's dependent on other housing authorities and participant portability. AHA was allotted 10 stability vouchers from HUD, and this is pending disbursements to Alameda landlords.

Statement of Net Position

AHA and its legal affiliates has adequate cash resources for operations and reserves.

As of December 31, 2023, AHA, AAHC and its affiliates have \$11.3 Million in cash, and \$19.9 Million held in Local Area Investment Trust Fund ("LAIF") and California Asset Management Program ("CAMP") investments. Please see below to showcase a breakdown of AHA's cash position and restricted and unrestricted cash breakout.

Please refer to the separate Investment Memorandum which showcases the statements of the December 2023 LAIF and CAMP investments presented to the Board of Commissioners in a separate memorandum this month which showcases withdrawal of investment to cash.

I) Cash and Cash Equivalents Position	
Cash	\$11,307,551
LAIF (Local Area Investment Fund)	\$12,081,330
CAMP (California Asset Management Program)	\$7,840,520
Total Cash and Cash Equivalents	\$31,229,401
II) Restricted and Unrestricted Cash and Equivalents Breakout	

Restricted Property Funds (Security Deposit, Replacement Reserve, Escrow Deposits, etc.)	\$1,951,117
Restricted Federalized Funds (Section 8, Family Self Sufficiency, etc.)	\$1,032,004
Restricted Cash - Board of Commissioners pursuant to the Reserves Policy	\$28,246,280
Total Cash and Cash Equivalents	\$31,229,401

In May 2022, the Reserves Policy was approved by the Board of Commissioners on the medium term plan to maintain adequate operating and HAP reserves and also for acquisition and development purposes. This Reserves Policy is updated periodically and will be brought back to the Board of Commissioners.

## **OTHER ISSUES IMPACTING FINANCE DEPARTMENT**

### Administrative and Staffing

The satellite office's lease has been extended through March 2025, which currently houses the finance and asset management departments. AHA staff have begun negotiations on potentially extending the office lease beyond March 2025.

The Finance Department is fully staffed. The Development Accounting Officer was successfully recruited and started with AHA in July 2023. Nan McKay and Associates, AHA's PHA Financial Consultants, continues to provide limited consulting services, including HUD's monthly Voucher Management System ("VMS") report submittal and support of the annual unaudited Financial Data Schedule ("FDS"). Nan McKay's extended contract expires in March 2024, which is the maximum allowed per HUD regulations of 5 years. In December 2023, a request for proposal has been published in anticipation of the need for a PHA financial consultant that supports both Housing Programs Department and Finance, as well as any adhoc reporting needs. Additionally, a temporary financial consultant from Robert Half International and a separate financial consultant are providing assistance with reconciliation efforts and financial review support. The updated contracts and amendments to existing contracts will be executed in calendar Q1 2024. Please refer to the administrative department memo for more information.

An accounting specialist attended the NAHRO conference training in January 2024.

### Alameda Housing Authority Audit and Tax

Novogradac and Company (AHA's CPA firm) has started FY 2023 audit work, and anticipates financial statement finalization no later than March 2024. The draft audited financial statements and footnotes will be brought to the Board of Commissioners in the March 2024 meeting. AHA is not required to file an entity tax return.

### Alameda Affordable Housing Corporation Tax

AAHC's financial information is consolidated with AHA, and therefore there is no separate audited financial statements. The AAHC tax return will be filed in May 2024 by the extended tax filing deadline.

### Island City Development Audit and Tax

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 and Buena Vista, L.P. and Everett and Eagle, L.P., and Constitution & Eagle, L.P. the "LPs").

ICD is under a separate contract with Novogradac & Company LLP (San Francisco Office) as it relates to North Housing Block A and the upcoming low-income housing tax credit syndication. This includes 3 low-income housing tax credit partnerships, including agreed-upon procedures reports, audited financial statements, tax returns and cost certifications.

### Department of Housing and Urban Development (HUD)

AHA was granted an extension of submission of the unaudited financial data summary ("FDS") by HUD until October 31, 2023, when it is generally due August 2023. The request was due to the FPI property management transition, accounting standards implementation and Moving-To-Work (MTW) implementation. HUD rejected the submission due to a minor presentation request for MTW purposes, and AHA staff resubmitted the FDS to HUD on November 15, 2023. HUD has since approved the unaudited financial data submission.

Finance staff continues to have discussions with HUD for MTW financial reporting. Additionally, Finance staff will be reporting on boutique programs to HUD (i.e. SRO Bessie Coleman) and an analysis of HUD held reserves to request disbursement of cash due to MTW flexibility (previously approved by the Board of Commissioners).

HUD financial auditors will be onsite March 2024 to conduct reporting audit procedures.

### Unfunded Pension Liabilities

Although it is expected that the unfunded accrued pension liability will be fully paid within the next 15 years as projected by the soft fresh start mechanism, this is based on the assumption that the investment assets held at CalPERS as well as funding of the liabilities continue as projected. In July 2022, CalPERS has stated that there is a preliminary negative 6.1% net return on investments for the 12-month period that ended June 30, 2022, and a preliminary positive 5.8% investment return for the 12-month period that ended June 30, 2023.

Finance staff will return to the Board of Commissioners to present the 2023 actuarial reports in the annual audited financial statements no later than the 1st calendar year

quarter of 2024. As previously presented to the Board of Commissioners, this will be reviewed on an annual basis within a 90%-110% guardrail and any substantial deviation will be reviewed and presented.

**Budget**

A detailed budget for the fiscal year July 1, 2023 through June 30, 2024 was brought to the Board of Commissioners at the May 2023 Board of Commissioners meeting and was approved by both AHA and AAHC boards. The fiscal year July 1, 2024 through June 30, 2025 budget review season with internal staff started in January 2024. AHA staff anticipates to bring the budget to the Board on or around May 2024.

**Banking Activities**

There were no new accounts or closures during this period. It is anticipated that new bank accounts for newly formed entities (e.g. ICD Shinsei, LLC) will be created this month.

**FISCAL IMPACT**

None. This is for reporting purposes only.

**CEQA**

N/A

**RECOMMENDATION**

Accept the Quarterly Financial Report for the month ended December 31, 2023.

**ATTACHMENTS**

- 1. EXHIBIT A - DECEMBER 2023 BALANCE SHEET
- 2. EXHIBIT A - JULY THROUGH DECEMBER 2023 PTD FISCAL YEAR

Respectfully submitted,  
Louie So  
Louie So, Director of Finance

**Balance Sheet**  
 Period = Dec 2023  
 Book = Accrual

		<b>Current Balance</b>
<b>1000000</b>	<b>ASSETS</b>	
<b>1100000</b>	<b>CURRENT ASSETS</b>	
<b>1101000</b>	<b>CASH</b>	
<b>1110010</b>	Cash - Unrestricted	7,264,427
<b>1110012</b>	Cash - Reserve for Building	266,960
<b>1110018</b>	Cash - Operating Checking with 3rd Party	1,120,633
<b>1110019</b>	Petty Cash with 3rd Party	3,500
<b>1110020</b>	Cash - Petty cash	1,250
<b>1110021</b>	Cash - Benefit Account	4,549
<b>1110030</b>	Cash - FSS	102,490
<b>1110040</b>	Cash - Replacement Reserve Bldg	220,000
<b>1130010</b>	Cash - Restricted Other	37,096
<b>1130030</b>	Cash - Restricted Sec Dep	27,327
<b>1140050</b>	Cash - Tenant Security Deposits with 3rd Party	475,115
<b>1199000</b>	<b>TOTAL CASH</b>	9,523,347
<b>1200000</b>	<b>ACCOUNTS RECEIVABLE</b>	
<b>1240010</b>	Accounts Receivable - Government	3,246,944
<b>1240070</b>	Accounts Receivable- HUD	7,698
<b>1250010</b>	Accounts Receivable - Other	111,296
<b>1250020</b>	Accounts Receivable - Owners	319,904
<b>1250050</b>	Accounts Receivable - 3rd Party Management	30,571
<b>1255000</b>	Subsidy Suspense Receivable	8,087
<b>1260000</b>	Accounts Receivable - Tenant	456,599
<b>1260050</b>	Accounts Receivable - Tenant Rent with 3rd Party	699,500
<b>1261000</b>	Allowance for Doubtful Accounts -Dwelling Rent	(454,125)
<b>1280000</b>	Fraud Recovery	59,387
<b>1281000</b>	Allowance for Doubtful Accounts - Fraud	(58,661)
<b>1290000</b>	Accrued Interest Receivable	(1)
<b>1299000</b>	<b>TOTAL ACCOUNTS RECEIVABLE</b>	4,427,199
<b>1300000</b>	<b>INVESTMENTS AND OTHER CURRENT NOTES</b>	
<b>1310000</b>	Investments(LAIF)- Unrestricted	10,845,848
<b>1320010</b>	Investments - Other	202
<b>1320020</b>	Investments(LAIF) (Restricted) - FSS Escrow	92
<b>1320030</b>	Investments(LAIF)- Building Reserve	1,105,524
<b>1320040</b>	Investments(LAIF) - Equipment Reserve	128,205
<b>1350000</b>	Investments - Restricted	0
<b>1350010</b>	Investment(LAIF)-Restricted (Jack Capon Villa Trust)	1,459
<b>1350031</b>	Investments - CAMP	7,840,520
<b>1350100</b>	Mortgage Receivable	114,919,193
<b>1350103</b>	Mortgage Receivable-Jack Capon L. P.	25,431
<b>1350105</b>	Loan Receivable-Security Deposit Loan	106,588
<b>1350106</b>	Loan Receivable - ICD	20,163,568
<b>1350107</b>	Loan Receivable-RCD/Stargell/Tri Pointe	2,000,000

**Balance Sheet**  
 Period = Dec 2023  
 Book = Accrual

		<b>Current Balance</b>
<b>1350109</b>	Loan Receivable - Section 8	1,790,000
<b>1360000</b>	TOTAL INVESTEMENTS AND OTHER CURRENT NOTES	158,926,631
<b>1400000</b>	PREPAID EXPENSES	
<b>1420010</b>	Prepaid Insurance - Property	17,333
<b>1420040</b>	Prepaid Insurance - Worker Comp	(6,261)
<b>1420050</b>	Prepaid - Other	47,193
<b>1420051</b>	Prepaid Rent	5,813
<b>1420070</b>	Escrow Deposits - Property	363,350
<b>1420095</b>	Prepaid Expense - Management Company	276,161
<b>1430010</b>	Replacement Reserve-NorthMarq Loan	1,420,854
<b>1440099</b>	TOTAL PREPAID EXPENSES	2,124,443
<b>1440105</b>	INTERPROGRAM	
<b>1440110</b>	Interprogram (Due From)	4,906,960
<b>1440111</b>	Interprogram Due From Sherman St FACSA	33,925
<b>1440899</b>	TOTAL INTERPROGRAM	4,940,885
<b>1500000</b>	TOTAL CURRENT ASSETS	179,942,506
<b>1590000</b>	LONG TERM ASSETS	
<b>1600000</b>	FIXED ASSETS	
<b>1609999</b>	LAND AND BUILDINGS	
<b>1610000</b>	Land	60,726,239
<b>1620030</b>	Buildings	36,317,895
<b>1620031</b>	Buildings Improvements	265,752
<b>1620060</b>	Construction In Progress	29,098
<b>1629000</b>	TOTAL LAND AND BUILDINGS	97,338,984
<b>1630040</b>	Furniture and Equipment - Dwelling	307,170
<b>1630041</b>	Furniture and Equipment - Other	150,762
<b>1650000</b>	Leasehold Improvements	14,941,851
<b>1660030</b>	Accumulated Depreciation	(34,375,207)
<b>1660060</b>	Accumulated Depreciation - 3rd Party	(12,612)
<b>1699000</b>	TOTAL FIXED ASSETS	78,350,948
<b>1700000</b>	ALL OTHER ASSETS	
<b>1740000</b>	Other Asset	1,481,768
<b>1770000</b>	TOTAL ALL OTHER ASSETS	1,481,768
<b>1800000</b>	DEFERRED OUTFLOW	
<b>1800200</b>	Deferred Outflow of Resources	2,168,053
<b>1890000</b>	TOTAL DEFERRED OUTFLOW	2,168,053
<b>1900000</b>	CONSTRUCTION IN PROGRESS	
<b>1900020</b>	CIP - Building Improvements	2,117,183
<b>1900030</b>	CIP - Land Improvements	3,599
<b>1900040</b>	CIP - Acquisition-Legal	56,986
<b>1900045</b>	CIP - Acquisition-Title & Escrow Fee	8,239
<b>1900050</b>	CIP - Appraisal (Land or Property)	11,000
<b>1900060</b>	CIP - Demolition & Remediation	3,000



**Balance Sheet**

Period = Dec 2023

Book = Accrual

	<b>Current Balance</b>
<b>1900070</b> CIP - Others Acquisition Costs	828
<b>1900100</b> CIP - On Site Improvement	914,941
<b>1900101</b> CIP - GC Gen Requirements/OH/Profit	1,747,802
<b>1900120</b> CIP - Relocation cost-Perm	918
<b>1900125</b> CIP - Relocation cost-Temp	2,006
<b>1900200</b> CIP - Admin Expenses(including postage & advertising)	1,092
<b>1900210</b> CIP - Architectural & Engineering Fees	204,421
<b>1900216</b> CIP - Survey Fees	52,268
<b>1900230</b> CIP - Professional Services (Other)	103,001
<b>1900235</b> CIP - Project Administration	96
<b>1900250</b> CIP - Costs of Insurance	11,538
<b>1900270</b> CIP - Financing Cost-Inspection Fees	89,951
<b>1900280</b> CIP - Insurance Costs During Construction	28,527
<b>1900290</b> CIP - Organization - Legal	6,133
<b>1900300</b> CIP - Construction Loan-Legal	95,544
<b>1900315</b> CIP - Construction Loan - Fees	10,000
<b>1900335</b> CIP - Permanent Loan - Fees	186,000
<b>1900370</b> CIP - Syndication-Consultant	9,040
<b>1900400</b> CIP - TCAC Fee (Application,Reservation,Admin Fee, Deposit)	1,220
<b>1900409</b> CIP - Bond Other Fees	2,500
<b>1900410</b> CIP - Environmental Testing & Reports	84,173
<b>1900420</b> CIP - Permit & Fees (plan'g,build'g,public work,school dist)	51,593
<b>1900430</b> CIP - Utilities Fees	7,215
<b>1900440</b> CIP - Marketing Cost	13,759
<b>1900460</b> CIP - Market Study	6,000
<b>1919999</b> TOTAL CONSTRUCTION IN PROGRESS	<u>5,830,572</u>
<b>1929999</b> TOTAL LONG TERM ASSETS	<u>87,831,341</u>
<b>1999999</b> TOTAL ASSETS	<u>267,773,847</u>
<b>3000000</b> LIABILITIES AND EQUITY	
<b>3005000</b> LIABILITIES	
<b>3100000</b> CURRENT LIABILITIES	
<b>3100500</b> ACCOUNTS PAYABLE	
<b>3120010</b> Accounts Payable<= 90 Days	24,756
<b>3120011</b> Accounts Payable -CALPERS (employee portion)	549
<b>3120013</b> Accounts Payable-457b Plan (employee portion)	(2,400)
<b>3120014</b> Accounts Payable-Garnishment (employee portion)	(129)
<b>3120015</b> Accounts Payable-Vision Insurance (employee portion)	607
<b>3120016</b> Accounts Payable-Life Insurance (employee portion)	(792)
<b>3120018</b> Accounts Payable-PARS retirement (employee portion)	(823)
<b>3120019</b> Accounts Payable-Flexible Spending Account(employee portion)	773
<b>3120021</b> Employees Cobra	(558)
<b>3120022</b> Accounts Payable-PERS 1959 Surv(Employee Portion)	41
<b>3120023</b> Accounts Payable-FSA Transit Plan	488

**Balance Sheet**  
 Period = Dec 2023  
 Book = Accrual

		<b>Current Balance</b>
<b>3120024</b>	Accounts Payable FSS	96,583
<b>3120027</b>	Accounts Payable-Roth IRA	2,400
<b>3120029</b>	Accounts Payable - 3rd Party Management Company	42,474
<b>3120040</b>	Accrued Compensated Absences - Current Portion	172,149
<b>3120070</b>	Accrued Payables	228,684
<b>3120075</b>	Accrued Accounts Payable - 3rd Party Management	252,386
<b>3330100</b>	Tenants- Rents Payable	9,500
<b>3339000</b>	TOTAL ACCOUNT PAYABLE	826,689
<b>3400000</b>	SECURITY DEPOSITS HELD	
<b>3410010</b>	Tenant Security Deposits	46,792
<b>3410015</b>	Tenant Security Deposits - held with 3rd Party Management	462,465
<b>3410999</b>	Security Deposit Refund	(1,221)
<b>3419000</b>	TOTAL SECURITY DEPOSITS HELD	508,037
<b>3419900</b>	OTHER LIABILITIES	
<b>3420000</b>	Prepay Tenant Rent	44,174
<b>3421000</b>	Prepay Tenant Rent - 3rd Party Management	58,342
<b>3423000</b>	Subsidy Suspense Clearing	1,312
<b>3425000</b>	Unearned Revenue	1,522,285
<b>3430000</b>	Current Portion of Long Term Debt - Capital Projects	12,408,141
<b>3440000</b>	Current Portion of Long Term Debt - Operating Borrowing	147,557
<b>3449000</b>	TOTAL OTHER LIABILITIES	14,181,811
<b>3470000</b>	INTERPROGRAM	
<b>3470050</b>	Interprogram (Due to)	4,862,057
<b>3471000</b>	Due To/Due From Suspense Account	(5,978)
<b>3480000</b>	TOTAL INTERPROGRAM	4,856,079
<b>3499000</b>	TOTAL CURRENT LIABILITIES	20,372,616
<b>3500000</b>	NON-CURRENT LIABILITIES	
<b>3510100</b>	Mortgage Loan Payable	25,439,419
<b>3510130</b>	Interest Payable - City of Alameda Loan	1,173,889
<b>3510140</b>	Home Fund Loan #1	209,461
<b>3510143</b>	\$3.6M Housing Authority Loan Payable	78,851,473
<b>3510150</b>	Housing Community Dev. Loan	916,400
<b>3510157</b>	Loan Payable - Esperanza	1,790,000
<b>3510160</b>	Home Fund Loan #2	282,700
<b>3540000</b>	Accrued Compensated Absences - Noncurrent	127,239
<b>3570000</b>	OPEB Liability	(128,123)
<b>3580000</b>	Pension Liability	(155,602)
<b>3599000</b>	TOTAL NON-CURRENT LIABILITIES	108,506,856
<b>3999000</b>	TOTAL LIABILITIES	128,879,472
<b>4000000</b>	Equity/Net Assets	
<b>4000001</b>	EQUITY	
<b>4000100</b>	DEFERRED INFLOW	
<b>4001000</b>	Deferred Inflow of Resources	17,681,150

**Balance Sheet**

Period = Dec 2023

Book = Accrual

		<b>Current Balance</b>
<b>4900000</b>	TOTAL DEFERRED INFLOW	17,681,150
<b>4999999</b>	CONTRIBUTED CAPITAL	
<b>5010000</b>	Net Investment in Capital Assets	24,337,632
<b>5090000</b>	Unrestricted	94,608,296
<b>5120000</b>	Unrestricted	2,265,986
<b>5120010</b>	Net Restricted Assets	1,311
<b>5950000</b>	TOTAL CONTRIBUTED CAPITAL	<u>121,213,224</u>
<b>5999900</b>	TOTAL EQUITY	<u>138,894,375</u>
<b>6000000</b>	TOTAL LIABILITIES AND EQUITY	<u>267,773,847</u>

**Budget Comparison (with PTD)**

Period = Jul 2023-Dec 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
<b>6999990 INCOME</b>				
<b>7000000 REVENUE</b>				
<b>7020000 TENANT REVENUE</b>				
7030000 Tenant Rental Revenue	2,642,223	2,313,533	328,690	14.21
7030040 Late Charges	8,325	0	8,325	N/A
7030050 Miscellaneous Other Charges	9,786	0	9,786	N/A
<b>7030060 Tax Increment Payments from the City of Alameda (Received in January 2024 and accrued for December 2023)</b>	1,443,490	1,443,488	2	0.00
<b>7030100 Tenant HAP Subsidy</b>	4,650,811	4,763,290	-112,479	-2.36
7030110 Vacancy Loss	-385,334	-214,474	-170,859	-79.66
7030120 Rent Free Unit (Reclassified as a reduction in income separately)	-111,874	0	-111,874	N/A
7030300 Commercial Rents	0	17,094	-17,094	-100.00
7040000 Other Tenant Revenue	59,590	18,782	40,808	217.27
<b>7050000 TOTAL TENANT REVENUE</b>	8,317,017	8,341,712	-24,696	-0.30
<b>7060000 FEDERAL GRANTS</b>				
7060060 Shelter Plus Care Revenue	234,822	230,093	4,729	2.06
<b>7069000 TOTAL FEDERAL GRANTS</b>	234,822	230,093	4,729	2.06
<b>7079000 OTHER GRANTS</b>				
<b>7080000 Other Government Grants (Received for The Poplar in one payment, budgeted monthly)</b>	1,299,231	790,400	508,831	64.38
<b>7089000 TOTAL OTHER GRANTS</b>	1,299,231	790,400	508,831	64.38
<b>7100000 OTHER INCOME</b>				
7110010 Investment Income - Unrestricted	96,942	100,000	-3,058	-3.06
<b>7110011 Interest Income (Higher than expected due to delay in deployment of funds for development closings)</b>	289,894	162,500	127,394	78.40
<b>7110020 Interest on Equip. Reserve</b>	1,146	0	1,146	N/A
7110060 Interest - Replacement Reserve	9,880	0	9,880	N/A
7110070 Other - Income	0	47,789	-47,789	-100.00
7110075 Laundry Commission	-35	7,423	-7,458	-100.47
7110082 Land Fee/Ground Lease (Prepaid Ground Lease Recognition Only Recorded Once Annually)	2,682	115,583	-112,901	-97.68
7110090 Other Miscellaneous Revenue	1,750	0	1,750	N/A
<b>7110092 Professional Service Revenue (Accelerated Payment of \$300,000 from Island City Development; Pending Development Fee Receipts)</b>	300,000	200,000	100,000	50.00
<b>7140000 Fraud Recovery</b>	26	0	26	N/A
7150030 Miscellaneous Other Revenue	1,960	0	1,960	N/A
7150040 Gain/Loss on Sale of Fixed Assets	9,090	0	9,090	N/A
7150070 Administrative Fee	4,075	0	4,075	N/A
<b>7159000 TOTAL OTHER INCOME</b>	717,410	633,295	84,115	13.28
<b>8000000 HUD GRANT</b>				
8010000 HUD Operating Grants	18,760,376	18,895,750	-135,374	-0.72
8020000 Administrative Fees from HUD	1,336,341	1,218,483	117,858	9.67

**Budget Comparison (with PTD)**

Period = Jul 2023-Dec 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
<b>8020050</b> Administrative Fee Earned (Fees broken out below)		82,950	-82,950	-100.00
<b>8020110</b> PORT-In Administrative Fees	0	0	19,427	N/A
<b>8030000</b> Administrative Fees Paid (PORT-Outs)	13,060	0	-13,060	N/A
<b>8100102</b> EHV Placement Fee	1,916	0	1,916	N/A
<b>8100103</b> EHV Services Fee	7,740	0	7,740	N/A
<b>8100120</b> TOTAL HUD GRANT (Passthrough HUD Grants and nets out with HAP Disbursements)	20,112,741	20,197,182	-84,441	-0.42
<b>8999000</b> TOTAL REVENUE	30,681,219	30,192,682	488,537	1.62
<b>9000000</b> EXPENSES				
<b>9000900</b> OPERATING EXPENSES				
<b>9100000</b> ADMINISTRATIVE				
<b>9110010</b> Administrative Salaries (Vacancies in budgeted positions)	2,629,391	4,455,687	1,826,296	40.99
<b>9110020</b> Temporary Help - Administrative	105,562	154,440	48,878	31.65
<b>9120000</b> Auditing Fees (Audit Expected to be complete no later than March 2024, substantial billings expected January through March 2024)	2,500	27,500	25,000	90.91
<b>9130000</b> Outside Management Fees	162,642	159,642	-3,000	-1.88
<b>9150010</b> Admin Employee Benefits - Medical/Dental	371,004	854,162	483,158	56.57
<b>9150020</b> Admin Employee Benefits - PERS/PARS	254,463	321,257	66,794	20.79
<b>9150030</b> Admin Employee Benefits - FICA	37,919	53,877	15,958	29.62
<b>9150040</b> Admin Employee Benefits - SUI	1,597	7,809	6,211	79.55
<b>9150060</b> Admin Employee Benefits - Life/LTD	17,899	19,686	1,787	9.08
<b>9150090</b> Admin Employee Benefit - WC	43,306	59,005	15,700	26.61
<b>9160010</b> Office Supplies/Equipment	38,117	35,000	-3,117	-8.91
<b>9160030</b> Dues & Subscriptions Publications	600	2,375	1,775	74.74
<b>9160040</b> Postage	7,975	5,740	-2,236	-38.95
<b>9160050</b> Telephone	16,508	0	-16,508	N/A
<b>9160060</b> Bank Charges and Check Supplies	3,860	15,000	11,140	74.26
<b>9160070</b> Commissioners Meeting Expense	1,752	693	-1,059	-152.91
<b>9160080</b> Stationery Envelopes and Business Cards	259	498	239	47.96
<b>9160090</b> Forms and Copies/Printing	9,465	25,000	15,535	62.14
<b>9160100</b> Classified Ads and Public Notices/outreach material	64,848	50,000	-14,848	-29.70
<b>9160110</b> Legal Expense (This will be caught up to budget in 2024)	114,770	300,000	185,230	61.74
<b>9160111</b> Payroll charge	4,722	10,000	5,278	52.78
<b>9160113</b> Office Rent	40,788	42,000	1,212	2.89
<b>9160114</b> Administrative Support	3,501	9,495	5,994	63.13
<b>9160115</b> Organization Cost	0	1,299	1,299	100.00
<b>9160120</b> Training/Conferences and Travel	39,006	160,623	121,617	75.72
<b>9160130</b> Membership Dues and Fees	3,449	13,135	9,686	73.74
<b>9160131</b> Taxes & Government Fees	1,783	81,017	79,234	97.80
<b>9160160</b> Contracts - Accounting Services	19,660	100,000	80,340	80.34
<b>9160170</b> Contracts - Administrative Services/Consultant	130,452	28,125	-102,327	-363.83
<b>9160180</b> Contracts - Application Service Provider - Yardi (Actuals broken out below in line 9160190)	7,052	421,753	414,701	98.33

**Budget Comparison (with PTD)**

Period = Jul 2023-Dec 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9160190 Contracts - Computer/Telephone Maintenance/Email	219,039	0	-219,039	N/A
9160210 Contracts - Housing Program Services	945	1,625	680	41.85
9160220 Contracts - Human Resource Services	58,205	5,502	-52,703	-957.89
9160230 Contracts - Housing Inspection Services	57,457	50,000	-7,457	-14.91
9160260 Contracts - Office Machine Lease	7,797	0	-7,797	N/A
9160270 Contracts - Web Hosting/Maintenance/Web Ads	1,347	0	-1,347	N/A
9160290 Contracts - HR Recruitment	138,024	50,000	-88,024	-176.05
9160510 Association Dues	71,656	81,973	10,317	12.59
9169000 TOTAL ADMINISTRATIVE	4,689,317	7,603,915	2,914,598	38.33
9200000 TENANT/SOCIAL SERVICES/POLICE				
9210010 Tenant Services - Salaries	0	207,292	207,292	100.00
9210030 Police Services/Security	4,218	0	-4,218	N/A
9210090 Tenant Services Salaries - 3rd Party	299,075	0	-299,075	N/A
9219000 TOTAL TENANT/SOCIAL SERVICES/POLICE (Cash Basis from pre-July 2023 invoices inflates this number for LifeSteps)	303,293	207,292	-96,001	-46.31
9219990 RELOCATION				
9220000 Tenant-Relocation Costs	385	7,004	6,618	94.50
9229000 TOTAL RELOCATION	385	7,004	6,618	94.50
9230005 TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE				
9230010 Tenant Svcs Employee Benefits - Medical/Dental	950	49,350	48,399	98.07
9230020 Tenant Svcs Employee Benefits - PERS/PARS	1,497	16,086	14,589	90.69
9230030 Tenant Svcs Employee Benefits - FICA	0	3,006	3,006	100.00
9230040 Tenant Svcs Employee Benefits - SUI	0	483	483	100.00
9230050 Tenant Svcs Employee Benefits - Life/LTD	380	1,218	838	68.79
9230080 Tenant Svcs Employee Benefits - Other	1,348	0	-1,348	N/A
9230090 Tenant Svcs Employee Benefit - WC	0	3,484	3,484	100.00
9239000 TOTAL TENANT SERVICES EMPLOYEE BENEFITS AND INSURANCE	4,176	73,626	69,450	94.33
9240005 TENANT SERVICES				
9240020 Tenant Service Activities - Contracts and O/S Services	123,412	143,404	19,992	13.94
9240050 Tenant/Social Services - Other	1,454	0	-1,454	N/A
9249000 TOTAL TENANT SERVICES	124,866	143,404	18,538	12.93
9300000 UTILITIES				
9310000 Water	128,955	161,747	32,791	20.27
9320000 Electricity	53,673	60,232	6,559	10.89
9330000 Gas	40,598	31,885	-8,713	-27.33
9380010 Sewer	109,634	90,864	-18,770	-20.66
9380020 Garbage	243,130	254,418	11,288	4.44
9399000 TOTAL UTILITIES	575,991	599,146	23,155	3.86
9399990 MAINTENANCE				
9439000 TOTAL MAINTENANCE CONTRACTS (Higher Deferred Maintenance Items)	900,656	704,814	-195,842	-27.79
9450005 MAINTENANCE EMPLOYEE BENEFITS				
9450010 Maint Employee Benefits - Medical/Dental	5,651	16,450	10,799	65.65
9450020 Maint Employee Benefits - PERS/PARS	0	6,284	6,284	100.00
9450030 Maint Employee Benefits - FICA	864	866	2	0.27

**Budget Comparison (with PTD)**

Period = Jul 2023-Dec 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
9450040 Maint Employee Benefits - SUI	37	322	285	88.56
9450050 Maint Employee Benefits - Life/LTD	260	405	146	35.99
9450070 Maint Employee Benefits - Uniforms/Shoes	220	0	-220	N/A
9450090 Maint Employee Benefits - Other	81,920	0	-81,920	N/A
9450091 Maint Employee Benefit - WC	6,420	4,410	-2,010	-45.57
9459000 TOTAL MAINTENANCE EMPLOYEE BENEFITS	95,370	28,737	-66,633	-231.87
9499000 TOTAL MAINTENANCE	1,395,518	793,269	-602,249	-75.92
9500000 GENERAL EXPENSES				
9500100 Interest Expense	528,212	515,186	-13,026	-2.53
9500200 Other Expense	37,550	82,950	45,400	54.73
9500300 Claim's Settlement Cost	-12,947	0	12,947	N/A
9520000 Protective Services - Contract Costs	1,207	0	-1,207	N/A
9610010 Insurance - Workers Compensation	22,295	0	-22,295	N/A
9610030 Insurance - Property	233,537	241,822	8,285	3.43
9610040 Insurance - Vehicle	1,952	2,413	461	19.11
9610060 Insurance - Other	23,925	35,797	11,872	33.17
9620010 Other General Expenses	8,813	15,000	6,187	41.25
9640010 Bad Debt - Tenant A/R	0	14,315	14,315	100.00
9698000 TOTAL GENERAL EXPENSES	844,544	907,482	62,938	6.94
9699000 TOTAL OPERATING EXPENSES	7,938,090	10,335,137	2,397,048	23.19
9700000 MOD REHAB AND SPC EXPENSES				
9700500 Rent to Owners - Shelter Plus Care (Security Deposit Loans)	14,637	0	-14,637	N/A
9700570 Rent to Owners - Bessie Coleman	106,534	0	-106,534	N/A
9700800 PORT-In (A/R Billings) (Negative Showcases Receipts from Other PHAs)	-382,818	0	382,818	N/A
9700900 TOTAL MOD REHAB AND SPC EXPENSES	-261,647	0	261,647	N/A
9710000 EXTRAORDINARY EXPENSES				
9730001 HOUSING ASSISTANCE PAYMENTS (VOUCHER)				
9730010 Housing Assistance Payments - Landlords	19,413,670	19,125,843	-287,827	-1.50
9730020 Housing Assistance Payments - FSS	33,175	0	-33,175	N/A
9730070 Utility Allowance to Tenants	31,441	0	-31,441	N/A
9739000 TOTAL HOUSING ASSISTANCE PAYMENTS (VOUCHER)	19,478,286	19,125,843	-352,443	-1.81
9739500 OTHER EXPENSES				
9740000 DEPRECIATION EXPENSE (NON-CASH ITEM)	856,500	856,500	0	0.00
9780000 Landlord Incentives	41,700	0	-41,700	N/A
9850001 EHV - Preliminary Fee Expenses	0	0	0	N/A
9850002 EHV - Placement/Issuance Reporting Fee Expenses	1,253	0	-1,253	N/A
9850005 EHV - Services Fee - Owner Incentive	4,000	0	-4,000	N/A
9850006 EHV - Services Fee - Other Expenses	3,740	0	-3,740	N/A
9850007 EHV-Ongoing Administrative Fee Expenses	14,785	0	-14,785	N/A
9859999 TOTAL OTHER EXPENSES	921,978	856,500	-65,478	-7.10
9993000 TOTAL OTHER FINANCING	0	0	0	N/A
9996000 TOTAL EXPENSES	26,363,707	30,317,480	-3,953,773	-15.00
9998000 NET INCOME (ACCRUAL)	4,317,512	-124,798	4,442,310	102.89
ADD: DEPRECIATION EXPENSE (NON-CASH ITEM)	856,500	856,500	0	0

**Budget Comparison (with PTD)**

Period = Jul 2023-Dec 2023

Book = Accrual

	PTD Actual	PTD Budget	Variance	% Var
LESS: MUST PAY MORTGAGE PRINCIPAL	-590,333	-590,333	0	0
CASH FLOW (HIGHER THAN BUDGETED YEAR TO DATE)	4,583,680	141,370	4,442,310	3,142.33





Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Janet Lee, Asst. Director of Finance

Date: February 21, 2024

Re: Accept the Quarterly Investment Report for the Period Ending December 31, 2023.

---

### **BACKGROUND**

California Government Code Sections 53600 and 53646 requires that the Housing Authority Finance Director file a quarterly report with the Board of Commissioners on the status of all investments.

### **DISCUSSION**

The quarter-end report reflects the investment of the Agency. Agency investments are covered by the provisions of the Housing Authority's Investment Policy that is approved annually by the Board of Commissioners. This memorandum includes both the Housing Authority of the City of Alameda (AHA) and Island City Development's (ICD) investments.

### **FISCAL IMPACT**

As of December 31, 2023, AHA held **\$12,081,128** in Local Agency Investment Fund (**LAIF**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$11,973,159. Interest is posted quarterly to the account by LAIF and the 3 months of interest from October through December 2023 earned will be presented in the January 2024 LAIF statement.

As of December 31, 2023, AHA held **\$7,840,520** in the California Asset Management Program (**CAMP**). These funds are on demand and can be used for immediate needs. The prior quarter balance was \$10,727,413. AHA withdrew \$6,000,000 then reinvested \$3,000,000 during the quarter. \$3,000,000 was used towards grant funds to AAHTF for the development of Linnet Corner and the other \$3,000,000 was reinvested due to the delay of a potential acquisition. Interest is posted monthly to the account by CAMP.

As of December 31, 2023, ICD held **\$15** in **CAMP**. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$15. Interest is posted monthly to the account by CAMP.



**AHA Balances as of December 31, 2023: (LAIF \$12,081,128, CAMP \$7,840,520 = Total \$19,921,648)**

**ICD Balances as of December 31, 2023: (CAMP \$15)**

The key changes in the balance for the period ending December 31, 2023 are:

<b>Activity</b>	<b>AHA-LAIF</b>		<b>AHA-CAMP</b>	<b>ICD-CAMP</b>
<b>Beg. Balance - September 30, 2023</b>	\$11,973,159		\$10,727,413	\$15
Interest Income	\$107,969		\$113,107	-
Net Withdrawal - AAHTF grant - Linnet Corner	-		(\$3,000,000)	-
<b>Ending Balance - December 31, 2023</b>	<b>\$12,081,128</b>		<b>\$7,840,520</b>	<b>\$15</b>

AHA's ordinary expenditure requirements for the next six months are more than sufficiently covered by two sources, namely: (1) anticipated revenues, grants, and subsidies, and (2) liquidity of current investments. All investment actions executed since the last report have been made in full compliance with the Investment Policy. The revised Investment Policy was approved by the Board of Commissioners in January 2024. The Executive Director will maintain a complete and timely record of all investment transactions.

**CEQA**  
N/A

**RECOMMENDATION**

It is recommended that the Board of Commissioners Accept the Quarterly Investment Report for the period ending December 31, 2023.

**ATTACHMENTS**

1. LAIF Statement for the quarter ending December 31, 2023 - AHA
2. CAMP Statement for month ending December 31, 2023 - AHA
3. CAMP Statement for month ending December 31, 2023 - ICD

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Janet Lee', written in a cursive style.

Janet Lee, Asst. Director of Finance



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

January 03, 2024

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

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ALAMEDA HOUSING AUTHORITY

EXECUTIVE DIRECTOR  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

[Tran Type Definitions](#)

/

December 2023 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	12,081,127.73
Total Withdrawal:	0.00	Ending Balance:	12,081,127.73



Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

**ACCOUNT STATEMENT**  
For the Month Ending  
**December 31, 2023**

**Housing Authority of the City of Alameda (AHA)**

**Client Management Team**

**Monique Spyke**  
Managing Director  
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spykem@pfmam.com

**Rachael Miller**  
Client Consultant  
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millerr@pfmam.com

**Contents**

- Cover/Disclosures
- Summary Statement
- Individual Accounts

**Accounts included in Statement**

Housing Authority of the City of Alameda (AHA)

**Important Messages**

CAMP will be closed on 01/01/2024 for New Year's Day.  
CAMP will be closed on 01/15/2024 for Martin Luther King Jr Day.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (AHA)  
VANESSA COOPER  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

**Online Access**    [www.camponline.com](http://www.camponline.com)    **Customer Service**    1-800-729-7665



## Important Disclosures

### Important Disclosures

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**Proxy Voting** PFMAM does not normally receive proxies to vote on behalf of its clients. However, it does on occasion receive consent requests. In the event a consent request is received the portfolio manager contacts the client and then proceeds according to their instructions. PFMAM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

**Questions About an Account** PFMAM's monthly statement is intended to detail our investment advisory activity as well as the activity of any accounts held by clients in pools that are managed by PFMAM. The custodian bank maintains the control of assets and executes (i.e., settles) all investment transactions. The custodian statement is the official record of security and cash holdings and transactions. PFMAM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFMAM statement should be reconciled and differences resolved. Many custodians use a settlement date basis which may result in the need to reconcile due to a timing difference.

**Account Control** PFMAM does not have the authority to withdraw funds from or deposit funds to the custodian outside the scope of services provided by PFMAM. Our clients retain responsibility for their internal accounting policies; implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

**Market Value** Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv or Bloomberg. For certain short-term investments or where prices are not available from generally recognized sources the securities are priced using a yield-based matrix system to arrive at an estimated market value. Prices that fall between data points are interpolated.

Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

**Amortized Cost** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short term securities (those with less than one year to maturity at time of issuance) is amortized on a straightline basis. Such discount or premium with respect to longer term securities is amortized using the constant yield basis.

**Tax Reporting** Cost data and realized gains / losses are provided for informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your security transactions. PFMAM does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported to federal, state or other taxing authorities.

**Financial Situation** In order to better serve you, PFMAM should be promptly notified of any material change in your investment objective or financial situation.

**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented. **Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

**Key Terms and Definitions**

*Dividends* on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

*Current Yield* is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. *Average maturity* represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

*Monthly distribution yield* represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

*YTM at Cost* The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

*YTM at Market* The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis. *Managed Account* A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian. *Unsettled Trade* A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC  
Attn: Service Operations  
213 Market Street  
Harrisburg, PA 17101

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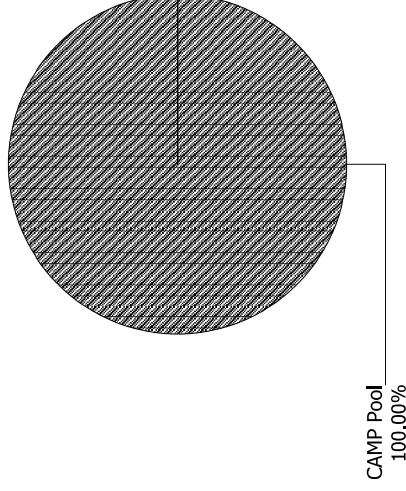
**Account Statement - Transaction Summary**

For the Month Ending **December 31, 2023**

Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA)

<b>CAMP Pool</b>	
Opening Market Value	4,812,799.60
Purchases	3,027,720.84
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$7,840,520.44</b>
Cash Dividends and Income	27,720.84

<b>Asset Summary</b>		
	<b>December 31, 2023</b>	<b>November 30, 2023</b>
<b>CAMP Pool</b>	7,840,520.44	4,812,799.60
<b>Total</b>	<b>\$7,840,520.44</b>	<b>\$4,812,799.60</b>
<b>Asset Allocation</b>		





## Account Statement

For the Month Ending **December 31, 2023**

Housing Authority of the City of Alameda (AHA) - Housing Authority of the City of Alameda (AHA)

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					
12/21/23	12/21/23	Purchase - Incoming Wires	1.00	3,000,000.00	7,812,799.60
12/29/23	01/02/24	Accrual Income Div Reinvestment - Distributions	1.00	27,720.84	7,840,520.44
<b>Closing Balance</b>					<b>7,840,520.44</b>

	Month of December	Fiscal YTD July-December	
Opening Balance	4,812,799.60	14,052,841.95	Closing Balance
Purchases	3,027,720.84	3,287,678.49	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	(9,500,000.00)	Monthly Distribution Yield
Check Disbursements	0.00	0.00	5.55%

<b>Closing Balance</b>	<b>7,840,520.44</b>	<b>7,840,520.44</b>
Cash Dividends and Income	27,720.84	287,678.49





Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813

## Island City Development

## ACCOUNT STATEMENT

For the Month Ending  
**December 31, 2023**

### Client Management Team

**Jeremy King**  
Key Account Manager  
213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723  
kingj@pfmam.com

**Rachael Miller**  
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millerr@pfmam.com

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### Accounts included in Statement

Island City Development

### Important Messages

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ISLAND CITY DEVELOPMENT  
VANESSA COOPER  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

**Online Access**    [www.camponline.com](http://www.camponline.com)

**Customer Service**    1-800-729-7665



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**Callable Securities** Securities subject to redemption prior to maturity may be redeemed in whole or in part before maturity, which could affect the yield represented. **Portfolio** The securities in this portfolio, including shares of mutual funds, are not guaranteed or otherwise protected by PFMAM, the FDIC (except for certain non-negotiable certificates of deposit) or any government agency. Investment in securities involves risks, including the possible loss of the amount invested. Actual settlement values, accrued interest, and amortized cost amounts may vary for securities subject to an adjustable interest rate or subject to principal paydowns. Any changes to the values shown may be reflected within the next monthly statement's beginning values.

**Rating** Information provided for ratings is based upon a good faith inquiry of selected sources, but its accuracy and completeness cannot be guaranteed.

Shares of some local government investment programs and TERM funds are marketed through representatives of PFMAM's affiliate, PFM Fund Distributors, Inc. which is registered with the SEC as a broker/dealer and is a member of the Financial Industry Regulatory Authority ("FINRA") and the Municipal Securities Rulemaking Board ("MSRB"). You may reach the FINRA by calling the FINRA Hotline at 1-800-289-9999 or at the FINRA website address <https://www.finra.org/investors/investor-contacts>. A brochure describing the FINRA Regulation Public Disclosure Program is also available from FINRA upon request.

**Key Terms and Definitions**  
*Dividends* on local government investment program funds consist of interest earned, plus any discount ratably amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratably amortization of any premium and all accrued expenses to the fund. Dividends are accrued daily and may be paid either monthly or quarterly. The monthly earnings on this statement represent the estimated dividend accrued for the month for any program that distributes earnings on a quarterly basis. There is no guarantee that the estimated amount will be paid on the actual distribution date.

*Current Yield* is the net change, exclusive of capital changes and income other than investment income, in the value of a hypothetical fund account with a balance of one share over the seven-day base period including the statement date, expressed as a percentage of the value of one share (normally \$1.00 per share) at the beginning of the seven-day period. This resulting net change in account value is then annualized by multiplying it by

365 and dividing the result by 7. The yields quoted should not be considered a representation of the yield of the fund in the future, since the yield is not fixed. *Average maturity* represents the average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. The stated maturity date of mortgage backed or callable securities are used in this statement. However the actual maturity of these securities could vary depending on the level or prepayments on the underlying mortgages or whether a callable security has or is still able to be called.

*Monthly distribution yield* represents the net change in the value of one share (normally \$1.00 per share) resulting from all dividends declared during the month by a fund expressed as a percentage of the value of one share at the beginning of the month. This resulting net change is then annualized by multiplying it by 365 and dividing it by the number of calendar days in the month.

*YTM at Cost* The yield to maturity at cost is the expected rate of return, based on the original cost, the annual interest receipts, maturity value and the time period from purchase date to maturity, stated as a percentage, on an annualized basis.

*YTM at Market* The yield to maturity at market is the rate of return, based on the current market value, the annual interest receipts, maturity value and the time period remaining until maturity, stated as a percentage, on an annualized basis. *Managed Account* A portfolio of investments managed discretely by PFMAM according to the client's specific investment policy and requirements. The investments are directly owned by the client and held by the client's custodian. *Unsettled Trade* A trade which has been executed however the final consummation of the security transaction and payment has not yet taken place.

Please review the detail pages of this statement carefully. If you think your statement is wrong, missing account information, or if you need more information about a transaction, please contact PFMAM within 60 days of receipt. If you have other concerns or questions regarding your account, or to request an updated copy of PFMAM's current disclosure statement, please contact a member of your client management team at PFMAM Service Operations at the address below.

PFM Asset Management LLC

Attn: Service Operations  
213 Market Street  
Harrisburg, PA 17101

**NOT FDIC INSURED      NO BANK GUARANTEE      MAY LOSE VALUE**



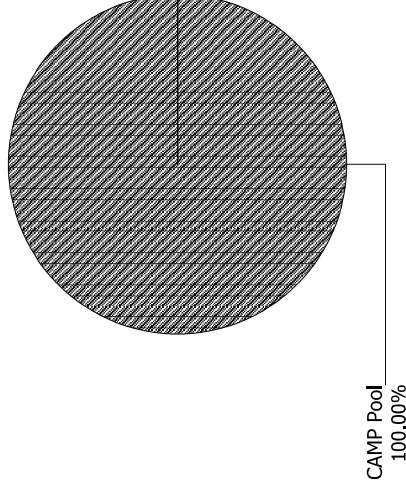
**Account Statement - Transaction Summary**

For the Month Ending **December 31, 2023**

**Island City Development - Island City Development**

<b>CAMP Pool</b>	
Opening Market Value	14.70
Purchases	0.07
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$14.77</b>
Cash Dividends and Income	0.07

<b>Asset Summary</b>		
	<b>December 31, 2023</b>	<b>November 30, 2023</b>
<b>CAMP Pool</b>	14.77	14.70
<b>Total</b>	<b>\$14.77</b>	<b>\$14.70</b>
<b>Asset Allocation</b>		





**Account Statement**

For the Month Ending **December 31, 2023**

**Island City Development - Island City Development**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
<b>Opening Balance</b>					<b>14.70</b>
12/29/23	01/02/24	Accrual Income Div Reinvestment - Distributions	1.00	0.07	14.77

	Month of December	Fiscal YTD January-December	
<b>Closing Balance</b>			<b>14.77</b>
<b>Opening Balance</b>	14.70	14.02	<b>Closing Balance</b>
<b>Purchases</b>	0.07	0.75	<b>Average Monthly Balance</b>
<b>Redemptions (Excl. Checks)</b>	0.00	0.00	<b>Monthly Distribution Yield</b>
<b>Check Disbursements</b>	0.00	0.00	
<b>Closing Balance</b>	<b>14.77</b>	<b>14.77</b>	
<b>Cash Dividends and Income</b>	0.07	0.75	



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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Joshua Altieri, Community Relations Manager

Date: February 21, 2024

Re: Accept the 2024 Communications and Community Relations Report.

---

## **BACKGROUND**

This 2024 Communications and Community Relations Report provides an overview of the Housing Authority of the City of Alameda's (AHA) communications and community relations program activities since 2021 and includes a future roadmap, as well.

## **DISCUSSION**

Given the strong, interactive partnership between AHA and the City of Alameda community, AHA recognizes the need to invest resources into the development of a communications and community relations program. This includes the hiring of a Community Relations Manager (CRM) in January 2021 and establishing an agency Ombudsperson program designed to address questions and concerns from the public, AHA residents, AHA program participants, and AHA landlords.

The CRM's role is to build positive brand equity, increase brand awareness, promote overall transparency, generate media coverage, and use storytelling to document how AHA is driving community impact among low-income households in the City of Alameda. In 2021, AHA was facing several communication challenges, including the need for upgrades and improvements to the agency's marketing database, branding strategy, community engagement activity, website, video assets, digital presence, and social media strategy. To address these challenges, AHA created a set of goals encompassed in the 2021-22 Communications Plan.

Moving forward, AHA needs to continue to leverage marketing assets, expand audience reach, maximize coverage of AHA agency accomplishments, and further expand community partnerships to benefit AHA program participants, AHA residents, and other AHA partners. AHA's 2024 Communications Plan has identified the following core areas of focus for the agency's communications and community relations strategy.

## **VIDEO CONTENT PRODUCTION**



Since 2021, AHA has created more than 19 minutes of produced video footage packaged into seven videos with topics ranging from AHA programs, AHA partnerships, AHA properties, and AHA's effort to curb homelessness. Not only is the sheer volume of production impressive, but the videos are being watched online, with the highest video garnering 1,350 video views. The AHA videos were viewed 3,475 times in total. The 2021-22 Communications Plan set a goal to create new videos and web content, which has resulted in the creation of the following content:

- **AHA Overview Video** <https://vimeo.com/641680749>
- **FSS Program Recruitment Video** <https://vimeo.com/641681076>
- **Community Partnership Video** <https://vimeo.com/641680888>
- **Animated logo Produced** (Added as production effect in all AHA videos)
- **New Website** (Launched in 2022 to positive reviews from AHA staff, participants, vendors, and leadership)

AHA's video content has been pushed to various communication channels, including social media, email, and AHA's website.

***NEXT STEPS: Potential AHA video projects could include an AHA history video for our upcoming milestone anniversary year. North Housing will also need a video for the upcoming development of Block A (Estuary I, Estuary II, Linnet Corner). Staff are planning a recruitment video.***

## **WEBSITE**

In September 2022, the AHA launched two robust websites ([www.alamedahsg.org](http://www.alamedahsg.org) and [www.islandcitydevelopment.org](http://www.islandcitydevelopment.org)), which can be translated into ten languages, are fully ADA accessible (WCAG 2.1 level AA), host all seven AHA videos, highlight upcoming AHA community events and public meetings, and serve as informational hubs for all AHA stakeholders. In 2023, [www.alamedahsg.org](http://www.alamedahsg.org) had over 88,000 visitors and the average engagement time was 1 minute and 22 seconds. The function of the website is to also reduce the burden on AHA's administrative staff, so now AHA stakeholders (residents, landlords, etc.) can easily find information online instead of calling AHA offices. Plus, because of the new website, AHA staff can quickly refer callers to resources on AHA's website.

***NEXT STEPS: Continue to perform website content QC review presence on a monthly basis. Work closely with staff and train new staff on how to perform site updates.***

## **SEARCH ENGINE OPTIMIZATION**

The increased social media presence, online content creation, combined with AHA's new websites has vastly improved AHA's online discoverability by search engines (Google, Yahoo, etc.). In fact, in 2023, over 75,000 users discovered [www.alamedahsg.org](http://www.alamedahsg.org) via organic search, which represents over 85% of AHA's website traffic. This demonstrates that AHA's online resources can be easily

searched for and found online by residents, program participants, landlords, and partners.

***NEXT STEPS: Continue online content creation. Monitor traffic on a monthly basis.***

## **SOCIAL MEDIA**

In 2021, AHA managed one social media account (LinkedIn) and only had 152 followers. Since social media has become an integral part of daily life, AHA has recognized the need to utilize social media to effectively communicate with AHA's online community. AHA contacts its residents and program participants via Facebook, and utilizes LinkedIn to target AHA's professional audience (vendors, future/current staff, partners). As of Jan 24<sup>th</sup>, 2024, AHA's Facebook account has 811 followers and AHA's LinkedIn account has 785 followers, with a combined total of over 1,500 social media followers (which is 900% growth in social media followers since 2021). A benefit of growing our in-house marketing audience reach (via email, social media, etc.) is that it reduces the need for AHA to spend money on paid advertising.

***NEXT STEPS: Maintain content flow, on a frequent and consistent schedule, to both AHA's LinkedIn and Facebook accounts. Utilize paid ad campaigns when required (recruitment campaign, for example).***

## **EMAIL**

Beyond social media, AHA has also streamlined the registration process for users to join AHA's email subscriber group and, as a result, 12,974 email subscribers have been added to the email list, which is a 58% increase in the email subscriber list since 2021. As of January 2024, the AHA email subscriber list is at an all-time high of 22,111. AHA has also utilized a high-volume email delivery strategy to distribute program-related content. Since January 2021, AHA has sent just over 249,000 emails with a 50% email open rate and 7% click rate (percentage of people that clicked on a link in the email).

***NEXT STEPS: Ensure that the online email registration process continues to work effectively. Engage AHA staff to provide relevant information for electronic newsletters for AHA program participants, residents, and landlords.***

## **PUBLIC RELATIONS**

In 2023, AHA maintained a consistent cadence of press releases, highlighting AHA's newsworthy activities, which resulted in three press releases for the year. Not only is content creation critical, but equally important is gaining editorial coverage by AP media outlets and industry publications. In all, AHA's 2023 press releases were picked-up 832 times by AP media outlets. AHA builds brand equity, and greater visibility, via these press releases, as coverage can be regional or even national.

The CRM has developed relationships with local media outlets, including the East Bay Times, Alameda Post, and other local media outlets. These media relationships foster

free, local editorial media coverage for AHA. Please use the following link to access recent AHA coverage in the Alameda Post: <https://alamedapost.com/op-ed/housing-authority-services-extend-beyond-just-housing/>

***NEXT STEPS: Publish press releases to garner media coverage for agency accomplishments. Write advertorials to highlight other newsworthy agency accomplishments. Further expand media relationships to broadcast TV.***

### **LOCAL COMMUNITY NETWORKING**

AHA's CRM and other staff maintains a steady schedule of informational presentations which highlight AHA programs, services, and development activity. These presentations are conducted at numerous City Commissions and community organizations in the City of Alameda, including to the Alameda Unified School District, the Alameda City Council, the Alameda Chamber, the Rotary Club, the Kiwanis Club, the Social Services and Human Relations Board, the Recreation and Parks Commission, and many more. AHA's Community Relations Manager is currently attending the City of Alameda's Leadership Program (the 2023-24 Cohort), which has fostered more exposure for AHA and expanded the agency's network with other City of Alameda-based organizations and companies.

***NEXT STEPS: Continue public presentations to keep the City of Alameda community informed regarding AHA's efforts to bring more affordable housing to the City of Alameda.***

### **LANDLORD OUTREACH**

The AHA Landlord Portal is a valuable online tool, available to AHA landlords, which enables landlords to perform administrative tasks, which alleviates the administrative burden on AHA staff. To boost adoption of the landlord portal among AHA landlords, the CRM conducts direct outreach to AHA landlords (via newsletters and email), hosts a monthly online landlord portal training, and works closely with AHA's landlord liaison. A total of 133 AHA landlords were registered on the portal in March 2023, and that number grew to 244 landlords on the portal in Jan 2024, which is 83% growth.

***NEXT STEPS: Continue to host monthly Landlord Portal trainings for landlords and maintain a bi-annual schedule for quarterly landlord newsletters. Push landlord recruitment messaging via social media and the AHA website, while continuing to provide timely customer service in response to portal-related inquiries.***

### **COMMUNITY PARTNERSHIPS**

AHA's expanded presence in the City of Alameda has involved partnering with various local community-based organizations and non-profits, including: the Alameda Food Bank, the City of Alameda Recreation & Parks Department, Alameda Family Services, the College of Alameda, the Alameda Firefighters Holiday Toy Program, the Alameda County Public Health Dept, the Center for Elders Independence, Drawbridge, LifeSteps, and many other local organizations. These community partnerships enhance the quality



of life for AHA residents and program participants. Listed below are several highlights from 2022-2023:

- In November 2022, AHA coordinated a free bike giveaway event for AHA’s family households.
- Since COVID, AHA’s most vulnerable residents at AHA’s two largest senior communities (Independence Plaza and Anne B. Diament) continue to receive free food delivery on a bi-weekly basis, via AHA’s partnership with the Alameda Food Bank and LifeSteps.
- The Alameda Food Bank also provides free snacks, fruit, and water for AHA youth programs, hosted every Wednesday at Esperanza Apartments.
- The City of Alameda Recreation and Parks Department (ARPD) provides free bi-weekly after-school recreational programming for AHA youth, via ARPD’s mobile recreational unit.
- AHA contracts with Drawbridge ([www.drawbridge.org](http://www.drawbridge.org)) to provide bi-weekly art activities at Esperanza Apartments.
- The goal of the Drawbridge and ARPD programs is to provide a safe space for young people in Esperanza (AHA’s largest family property) on a weekly basis.
- Between 2020-2022, AHA staff coordinated with LifeSteps, during the holidays, to host toy distribution events for all AHA family households (on behalf of the Alameda Firefighter Toy Program).
- AHA staff worked with the College of Alameda to coordinate holiday toy drives in 2022 and 2023, which generated gifts for AHA households and the Alameda Firefighter Holiday Toy Program.
- In 2023, AHA’s CRM also created a college/vocational college scholarship program, in conjunction with the Alameda Boys & Girls Club (ABGC) for AHA and AUSD high-school students who complete the college/career preparation curriculum at ABGC’s Diplomas to Degrees Center.
- In Sept 2023, AHA partnered with the Rica Vista property owners, Lincoln Avenue Capital, to host a community services event at Rica Vista apartments, which included AHA tabling alongside other community resources (Alameda Food Bank, Alameda County Food Bank, LifeSteps).
- AHA secured 100 free tickets to two separate Oakland Athletics games during 2023, which were distributed to AHA residents and program participants.

***NEXT STEPS: Continue to cultivate relationships with staff and leadership at the City of Alameda and local community organizations. Procure services and resources which benefit AHA residents and housing program participants.***

**FISCAL IMPACT**

No financial impact.

**CEQA**

No CEQA

**RECOMMENDATION**

Approve the 2024 Communications and Community Relations Report.

**ATTACHMENTS**

None

Respectfully submitted,  
Joshua Altieri  
Joshua Altieri, Community Relations Manager



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**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners  
From: Sean Prevette, Asst. Director of Administrative Services  
Date: February 21, 2024  
Re: Accept Report on Housing Authority Records Disposition.

---

**BACKGROUND**

The Records Retention Policy and Procedure require the Executive Director to authorize the destruction of public and business records in accordance with Housing Authority of the City of Alameda (AHA) Records Retention Policy. Approval for destruction does not need to be secured prior to disposing of working drafts and originals of documents that have been scanned and stored electronically. The Executive Director will provide a written list of records that have been destroyed to the Board of Commissioners on an annual basis. This list shall not include any names of tenants and/or participants.

**DISCUSSION**

AHA sets aside time to review retained records and dispose of any records that are allowed under the Records Retention Policy. Attachment A shows the records that were disposed of since the last report to the Board of Commissioners.

**FISCAL IMPACT**

There is no direct financial impact.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept Report on Housing Authority Records Disposition.

**ATTACHMENTS**

1. Attachment A Records Destroyed Report

Respectfully submitted,



*Sean Prevette*

Sean Prevette, Asst. Director of Administrative Services

Attachment A - Records Destroyed Report 2-21-2024

Description of Contents	Record Retention Date (year)	Date Disposed
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Rent Program Files	2022 and prior	1/13/2023
Wait List documents	2022	1/13/2023
Rent Program Invoices and sign-in sheets	2022	1/13/2023
Rent Program Survey	2022	1/13/2023
Check summaries and intercompany documents (2006-2010)	2022	1/13/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
2018 Annuals and Interims	2021	2/1/2023
2018 Annuals and Interims	2021	2/1/2023
2018 Annuals and Interims	2021	2/1/2023
2018 Annuals and Interims	2021	2/1/2023
Recruitments 2019 and prior	2022	3/31/2023
I-9 forms (termed employees)	2022	3/31/2023
Miscellaneous working HR paperwork (past evaluation schedules, supervisor notes on staff performance)	2022	3/31/2023
RFP Proposals	2019	3/31/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
2018 Annuals/Interims	2021	2/17/2023
Reception paperwork	2021	2/17/2023
Reception paperwork	2021	2/17/2023
Reception paperwork	2021	2/17/2023
2018 Lease and Contract	2021	2/17/2023
2018 Inspection Billing	2021	2/17/2023
Terminations 2019 and prior	2022	2/17/2023
Reception paperwork	2021	2/17/2023
New Move-In/Port-Ins	2021	2/17/2023
HUD Form-52676	2022	2/21/2023
2018 Management Reports and reviews	2021	2/21/2023
2011-2012 Timesheets	2018	2/21/2023
2019 Correspondence	2021	2/21/2023
2007 Back-up for Journal Entries that are in Yardi	2010	2/21/2023
2009 EPA Manifests	2015	2/22/2023
2012 Bid Appeal Paperwork	2014	2/22/2023
2016-2020 Toner Tracking	2022	2/22/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
2016 HQS	2019	3/20/2023
2016-2017 Annuals/Interims	2020	3/20/2023
2017-2019 Annuals/Interims	2022	3/20/2023
2018 Portability	2021	3/20/2023
2018 Portability	2021	3/20/2023
2018 Annuals/Interims	2021	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2018-2019 Annuals/Interims	2022	3/20/2023
2019 Portability	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023



## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
2019 Annuals/Interims	2022	3/20/2023
Reception paperwork	2022	3/20/2023
Reception paperwork	2022	3/20/2023
Reception paperwork	2022	3/20/2023
Wait List documents	2022	3/15/2023
2018 Customer Surveys	2021	3/21/2023
2018 Wait List documents	2021	3/22/2023
2018 Wait List documents	2021	3/22/2023
2017-2019 Lease and Contracts	2022	3/22/2023
2017-2019 Annuals/Interims	2022	3/22/2023
2018 Informal Hearing Documents	2021	3/22/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
2018 Lease and Contracts	2021	3/22/2023
2018 Portability	2021	3/22/2023
2018 Admissions Paperwork	2021	3/22/2023
2018 Admissions Paperwork	2021	3/22/2023
2019 Annuals/Interims	2022	3/22/2023
2019 Annuals/Interims	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
2019 Reception paperwork	2022	3/22/2023
Applicant Paperwork 2019 and Prior	2022	7/18/2023
Applicant Paperwork 2019 and Prior	2022	7/18/2023
Applicant Paperwork 2019 and Prior	2022	7/18/2023
SEMAP Documentation from 2018-2019	2021	7/19/2023
Annual Plan 2019	2021	7/19/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
COVID Cert Forms (electronic version kept)	2023	7/25/2023
Applicant Paperwork 2019 and Prior	2023	8/14/2023
Applicant Paperwork 2019 and Prior	2023	8/14/2023
Applicant Paperwork 2019 and Prior	2023	8/14/2023
Applicant Paperwork 2019 and Prior	2023	8/14/2023
Applicant Paperwork 2019 and Prior; Participants termed 2019 and prior	2023	9/12/2023
Applicant Paperwork 2019 and Prior; Participants termed 2019 and prior	2023	9/19/2023
Applicant Paperwork 2019 and Prior; Participants termed 2019 and prior	2023	9/19/2023
Applicant Paperwork 2019 and Prior; Participants termed 2019 and prior	2023	9/25/2023
IP PBV Denials	2023	9/25/2023
City Payment request form 2014	2019	9/25/2023
FY2013-2014 Documents (CAPER, Action Plan, Environmental Reviews)	2019	9/25/2023
FY2011-2012 Environmental Reviews	2017	9/25/2023
Applicant paperwork 2019 and prior	2023	10/17/2023
Miscellaneous HR paperwork (supervisor notes on staff performance and audits)	2023	10/19/2023
Property Management Phone log from 2018	2020	10/20/2023
Measure A City Lawsuit - AHA advisory letter to the City (1999)	2020	10/20/2023
Listing of tenants (2004) at complex where contract cancelled	2007	10/20/2023
Tenant referrals to Lifesteps (2019)	2022	10/20/2023

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
PARS Annual Report of AHA funds (2016-2019)	2022	10/20/2023
Compensation Studies 2019	2022	10/20/2023
2019 Annuals/Interims	2022	10/20/2023
Unsuccessful proposals (2018)	2019	10/20/2023
RA Checklists (2019)	2021	10/20/2023
Cancellation of vendor contract (2009)	2017	10/20/2023
2009-2011 IP Inspection Notices	2013	10/20/2023
2016 Unsuccessful proposal	2017	10/20/2023
Mileage logs 2014-2018	2020	10/20/2023
2018-2019 recruitments	2022	10/20/2023
Yardi Information - sample letters, how to guides	2011	12/19/2023
2019 unsuccessful PBV proposals	2021	12/19/2023
Documents from tenants termed and applicants removed 2019 and prior	2022	2/6/2024
Documents from tenants termed and applicants removed 2019 and prior	2022	2/6/2024
EIV documentation & Cyber Awareness Certifications for employees terminated 2021 & prior	2024	1/16/2024
PBV Initial Rent Study 9/2/09	2014	2/6/2024
Relocation Services 2009	2012	2/6/2024
Unsuccessful Proposal to Provide Legal Services for Voluntary Conversion June 12, 2008	2012	2/6/2024

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
Income Survey 2008	2013	2/6/2024
Income Survey 2012	2017	2/6/2024
Annual Board of Directors Meeting 4/07	2009	2/6/2024
Annual Board of Directors Meeting 4/06	2008	2/6/2024
Annual Board of Directors Meeting 4/05	2007	2/6/2024
OSHA's Form 300-2009	2014	2/6/2024
OSHA's Form 300-2008	2013	2/6/2024
OSHA's Form 300-2007	2012	2/6/2024
OSHA's Form 300-2006	2011	2/6/2024
Board of Directors Meeting 4/5/07	2009	2/6/2024
Mail Machine Contract and Request for Quotes 12/26/08	2020	2/6/2024
Computer Equipment No Longer in Use	2006	2/6/2024
Document Imaging Project Consultant (Caliber Assoc.) 3/98	2000	2/6/2024
Document Imaging Project Successful Proposal – Appleby & Co.	2004	2/6/2024
Document Imaging Project Mis. Correspondence	2000	2/6/2024
Document Imaging Project Unsucessful Proposal (Ryno) –	2000	2/6/2024
Document Imaging Project Unsucessful Proposal (Micro Rent) –	2000	2/6/2024

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
Document Imaging Project Unsuccessful Proposal (Laser Fiche)	2000	2/6/2024
PCCS – Providex Software	2009	2/6/2024
RFP and related Information to Purchase 1997 (Minolta 5050) Copier 8/97	2000	2/6/2024
Telecommunication System RFP 2/6/01	2011	2/6/2024
Telecommunication System NetVersant Main. Contract 8/1/02-7/31/07	2013	2/6/2024
Telecommunication System Pacific Bell Unsuccessful Proposal 2/14/01	2003	2/6/2024
Telecommunication System VOX Network Solutions 5/07	2017	2/6/2024
Telecommunication System XO Comm. (formerly Allegiance) Contract expires 12/31/06	2013	2/6/2024
Telecommunication System VOX Network Solutions 5/07	2017	2/6/2024
Telephone/Voicemail System (CAT Communications) 10/93 - Current	2006	2/6/2024
Verio No. Ca – Internet Access Contract 10/7/01	2008	2/6/2024
CALNET Integrated Services 1988-12/3/08	2015	2/6/2024
CALNET Contract Telephone Services 12/4/2008-1/9/12	2018	2/6/2024
NAHRO - Awards of Merit 1994 – 2010	2015	2/6/2024
NAHRO Correspondence 7/95 – 11/15/11	2016	2/6/2024
HUD Section 8 Summit, Nashville, TN 8/30 - 9/3/98	2003	2/6/2024
Legislative Conference (Washington, D.C.) 3/26 – 3/30/11	2016	2/6/2024

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
Legislative Conference (Washington, D.C.) 3/28-3/31/10	2015	2/6/2024
Legislative Conference (Washington, D.C.) 3/16-3/18/09	2014	2/6/2024
Legislative Conference (Washington, D.C.) 3/31-4/2/08	2013	2/6/2024
Norcal CAHA Retreat 01/2011	2016	2/6/2024
National Conference, Washington, DC 10/31-11/2/10	2015	2/6/2024
National Conference, Washington, DC 10/4-10/6/09	2014	2/6/2024
National Conference, San Antonio, TX 10/26 – 10/28/08	2013	2/6/2024
NorCal/Nevada NAHRO Chapter 2010 Winter Conference, Napa, CA 1/30-2/1/11	2016	2/6/2024
NorCal/Nevada NAHRO Chapter 2009 Winter Conference, Monterey, CA 2/1-2/3/09	2014	2/6/2024
NorCal/Nevada NARRO Chapter 2008 Winter Conference, Monterey, CA 2/3-2/5/08	2013	2/6/2024
No. Cal/Nevada Executive Director's Annual Retreat 2010 (Napa)	2015	2/6/2024
No. Cal/Nevada Executive Director's Annual Retreat 2009 (Monterey)	2014	2/6/2024
No. Cal/Nevada Executive Director's Annual Retreat 2008 (Monterey)	2013	2/6/2024
PSWRC/NAHRO 2010 Fall Workshop 11/6-11/9/10, Henderson, NV	2015	2/6/2024
PSWRC/NAHRO 2009 Fall Workshop 11/14/09-11/17/09, San Diego, CA	2014	2/6/2024
PSWRC/NAHRO 2008 Fall Workshop 11/15/08 – 11/18/08, San Francisco, CA	2013	2/6/2024
SWRC/NAHRO 2010 Spring Regional Conference 5/2-5/4/10, Scottsdale, AZ	2015	2/6/2024
PSWRC/NAHRO 2009 Spring Regional Conference 4/25-4/28/09, Santa Barbara, CA	2014	2/6/2024
PSWRC/NAHRO 2008 Spring Regional Conference 5/3-5/6/08, Long Beach, CA	2013	2/6/2024

## DISPOSITION LOG

Description of Contents	Record Retention Date (year)	Date Disposed
Summer Conference 2010, Boston, MA 7/22-7/24/10	2015	2/6/2024
Summer Conference 2009, Portland, OR 7/16-7/18/09	2014	2/6/2024
Summer Conference 2008, Nashville, TN 7/25-7/27/08	2013	2/6/2024
NORTHERN CALIFORNIA/NEVADA CHAPTER RELATED Bylaws 2/93	1997	2/6/2024
PACIFIC SOUTHWEST REGIONAL COUNCIL (PSWRC) RELATED Bylaws 2/94	1999	2/6/2024
Diversified Data Management (DDM)	2009	2/6/2024
Diversified Data Management (DDM) Data Processing Projects for 2003	2010	2/6/2024
BOC AdHoc Administration Committee Agenda 6/3/14	2019	2/6/2024
BOC AdHoc Administration Committee Agenda & Packet 6/8/12	2017	2/6/2024
BOC Packets Jan. – Sept. 2017, 2017 Retreat Packet incl. Port. Strategy Review 2/15/17 by PFM	2022	2/6/2024
BOC Packets Oct. – Dec. 2017	2022	2/6/2024
BOC Packets Jan. – Dec. 2016 (Apr. incl. letter from Structural Engineer that worked on RV 10 years prior)	2021	2/6/2024
BOC Packets Jan. – May 2018 (Incl. April Retreat)	2023	2/6/2024
BOC Packets Jan. – March 2012 (March incl. Document of end of recorded mins. w/current Hsg. Comm.)	2022	2/6/2024





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**TTY/TRS:** 711

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To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager

Date: February 21, 2024

Re: Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diament Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600.

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### **BACKGROUND**

On September 17, 2018, the California Legislature passed Senate Bill 721, Chapter 455. This bill was passed in response to the June 16, 2015, tragedy in Berkeley, California where a balcony collapsed and 6 people died while 7 others suffered serious injuries.

This law, SB 721, requires an inspection of exterior elevated elements, including decks and balconies, for buildings with 3 or more multifamily dwelling units by a licensed architect, licensed civil or structural engineer, a building contractor holding specified licenses, or an individual certified as a building inspector or building official, as specified. The bill requires the inspections, including any necessary testing, to be completed by January 1, 2025, with certain exceptions, and would require subsequent inspections every 6 years, except as specified.

Anne B. Diament is owned by the Alameda Affordable Housing Corporation (AAHC) and has no private lender debt.

### **DISCUSSION**

There was a balcony inspection completed in late 2020 at the Anne B. Diament property by Applied Materials & Engineering, Inc. In general, the report noted that 24 balconies were in need of replacement. Additionally, there were 6 other balconies on the property in various stages of disrepair.

Since that time, three years, staff have noted that the repair scope has grown, and these repairs are now of the highest priority. The existing elevated balconies require extensive repairs, and/or full replacement in the very near future, some immediately.

There are 21 first floor patios and 46 elevated balconies on this property. The elevated



balconies with metal guardrails are in a variety of 2nd and 3rd configurations consisting of Type 5 (wood) construction, supported by a concrete slab on grade.

A staff assessment of the existing conditions of the residential balconies at the Anne B. Diamant community was completed in July 2023 and found 30 balconies in need of replacement.

Staff prepared and issued an RFP (Request for Proposals) soliciting bids for the work identified above and received 5 bids from qualified contractors. AmOne was selected as the most responsive bidder. The staff expects to negotiate the contract, secure funding and have the contractor mobilize and begin the remediation work by the end of March 2024. The construction will utilize prevailing wage rates.

As of this date, it is not expected that any of the residents will need to relocate overnight, as all work is exterior work and will be done during the day.

Prior to contractor mobilization, the staff and contractor will host another meeting with the residents to update them on the schedule as well as address what to expect during the process. The duration of time for the work on site is expected to be four to six months. A schedule will be published, posted in a public place, and (4) notices (2 weeks, 1 week, 48 hrs.) will be posted on residents and adjacent neighbors' doors prior to repairs being made, as well as a notice of completion once the work is done.

The goal of this renovation is to address current and urgent needs. It is anticipated that this will include full or partial replacement of approximately 65% of the current balconies. At that point, additional work can be performed on an annual or biannual basis to keep the structures in good condition.

A summary of the soft and hard costs, as well as contingency is below. Staff recommends approval of the entire budget, as well as the Contract with AmOne Construction. Staff will be authorized to use contingency for unforeseen conditions and cost overruns.

<b><u>LINE ITEM</u></b>	<b><u>COSTS</u></b>	
GC	\$ 596,000.00	
Add (6) additional Balconies (to Complete Stacks)	\$ 146,600.00	
Contingency	\$ 120,000.00	
GC Subtotal	<u>\$ 862,600.00</u>	
Architect (Completed and Paid)	\$ 57,500.00	
Permits (Completed and Paid)	\$ 10,874.95	
Builders Risk Insurance	\$ 3,500.00	
Private Sewer Lateral (Completed and Paid)	\$ 16,790.00	
	<u>\$ 88,664.95</u>	
<b>Project Total Estimated Not to Exceed</b>		<b><u>\$951,264.95</u></b>

**FISCAL IMPACT**

Anne B. Diament has multiple sources of reserves and funds to cover some of the costs of these repairs. The remainder of costs will be applied to the AHA Reserve Policy - Preservation area. The cost of the repairs, plus a 15% contingency for unanticipated costs or additional scope, is anticipated to be \$862,600.

With the Board of Commissioners' approval, staff will use project reserves, current cash flow and the Housing Authority of the City of Alameda (AHA) reserves for the work.

**CEQA**

Not Applicable

**RECOMMENDATION**

Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diament Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600.

**ATTACHMENTS**

None

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Joseph Nagel". The signature is fluid and cursive, with the first name "Joseph" and the last name "Nagel" clearly distinguishable.

Joseph Nagel, Construction Project Manager



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: February 21, 2024

Re: Approve the Annual Intern Program and Continuation of a One-Year Rotating Fellowship Program for Graduates of the Intern Program.

---

### **BACKGROUND**

Since 2015, the Board has approved a Summer Internship Program which provides professional development opportunities to both undergraduate and graduate students. The internship is advertised at local colleges and universities, and many qualified applications are submitted. In 2023, AHA received forty applications. Annually, two to five students have been selected to participate in the program.

In 2018-19, the Housing Authority of the City of Alameda (AHA) also participated in a year-long internship through the Non-Profit Housing Association of Northern California. For 2024-2025, AHA is currently hosting a year-long intern in the Administration Department, whose focus is on emergency planning.

In the past, the interns have worked on a multitude of projects including: research projects, presentations to the Board, organizing an annual summer “brown bag” learning program for staff, supporting programs at the Reading Room, helping expand the Family Self-Sufficiency program, and assisting with a range of important tasks for various departments. The program was put on hold in 2020 due to COVID-19 and restarted successfully in 2022.

In 2017, AHA received a NAHRO Agency Award of Merit in Housing and Community Development for the Summer Internship Program. Based on this success, and the ongoing need for qualified help, staff requests Board approval to renew the program. Interns are generally paid an hourly salary through a temporary staffing service.

### **DISCUSSION**

As the agency has sufficient projects to work on and qualified candidates available during non-summer periods, staff proposes to continue the Internship Program in 2024 and to engage up to five interns, who may work at any point during the year, beginning



in spring 2024.

AHA will advertise these internship opportunities at a number of Bay Area colleges, including the College of Alameda, University of California at Berkeley, CSU East Bay, and San Francisco State University.

The interns will continue to conduct research and work on projects that support the Housing Programs, Finance, Property Management, HR, Data and Policy, Housing Development, and Administrative Departments.

Thanks to this variety of professional experience, several of our interns from prior years have gone on to other opportunities in affordable housing, economic development, and community service. AHA has hired some interns as permanent or temporary staff after the internship has ended, as it provides a source of qualified, available candidates familiar with the organization;. Nevertheless, AHA does not always have an entry level position to transition interns into, and they move to other organizations. Like other public agencies, AHA is struggling to hire qualified candidates for its positions.

Staff is also proposing the creation of a One-Year Rotating Fellowship Program for graduates of the Intern Program. Successful graduates from the program will be eligible to be employed temporarily as Fellows. These positions will be in the areas listed above. Year-round training will be provided, but specific tasks and projects will also be assigned. The Fellowship Program was not active in 2023, due to staffing limitations.

**FISCAL IMPACT**

For 2024, staff is requesting a budget of \$60,000 to cover five interns, paid at a higher, tiered rate of up to \$25.00 per hour, to adjust for cost of living increases and for flexibility to address candidate education/training level. A \$500 stipend would also be paid for travel expenses.

The fellowship program would be an additional cost of approximately \$80,000 per Fellow for one year, including salary and benefits. Fellowship opportunities would be limited to two positions, in the first year. Prior and 2024 graduates of the intern program may be given preference for this program.

Current staffing vacancies have provided us with sufficient reserve funds to meet the cost of the intern program through June 2024 and these positions will be budgeted under temp salaries for the future fiscal year.

**CEQA**

N/A

**RECOMMENDATION**

Approve the Annual Intern Program and Continuation of a One-Year Rotating Fellowship Program for Graduates of the Intern Program.

**ATTACHMENTS**

None

Respectfully submitted,



Vanessa Cooper, Executive Director



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

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To: Honorable Chair and Members of the Board of Commissioners

From: Radha Mehta, Management Analyst

Date: February 21, 2024

Re: Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027.

---

### **BACKGROUND**

In May 2023, the Housing Authority of the City of Alameda (AHA) presented its Faircloth-to-RAD approach to the Board of Commissioners and received approval to expend its 120-unit Faircloth limit and undergo the Faircloth-to-RAD process at Independence Plaza. On June 21, 2023, the Board of Commissioners approved the necessary steps to complete Faircloth-to-RAD application process, including procurement of specialized relocation services.

On August 21, 2023, the AHA released a Request for Proposals (RFP) seeking an experienced consultant to serve as Relocation Specialist and Move Coordinator to assist AHA and Property Managers. The procurement included services at Independence Plaza and also other AHA property portfolio on an as-needed basis. The services requires consultants to provide necessary and required relocation assistance to impacted tenants and households.

### **DISCUSSION**

On September 28, 2023, AHA received proposals from four firms; 360 Relocation Consutants, Transystems, Autotemp, and RSG. The firms were reviewed based on experience, approach to the project, quality of services and cost proposal. The evaluation committee reviewed the proposals and determined three of the firms to have satisfactorily met the RFP requirements. Three firms were invited to an interview with the evaluation committee in November, 2023 to discuss approach to the project, relevant experience, and any clarifying questions the committee still had after reviewing the proposals. Based on the evaluation of proposals and the interviews, staff recommends awarding the relocation services contract to Transystems Corporation of an amount not to exceed \$500,000.





The cost proposal from Transystems charges between \$3,300 to \$3,820 per household for relocation and coordination services. The services would include:

- Project management and consulting hours related to individual cases
- Initial tenant interview
- Needs assessment
- Identification and coordination of temporary housing
- Assistance with moving and storage
- Payment of relocation assistance benefits

The \$500,000 contract amount would be sufficient to cover the relocation services required at Independence Plaza, as well as other AHA properties on an as-needed basis. Per the AHA's Procurement Policy, any contract greater than \$250,000 or any firm whose cumulative contracts are greater than \$250,000 must receive Board approval.

**FISCAL IMPACT**

It is intended that all costs under this contract will be recouped through other sources. Reimbursement for relocation costs will be requested of insurance, individual properties, or from recapitalization proceeds as available.

**CEQA**

Not applicable.

**RECOMMENDATION**

Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027.

**ATTACHMENTS**

1. Transystems Consultant Services Agreement

Respectfully submitted,



Radha Mehta, Management Analyst

**CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_ 2024, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, its affiliates Alameda Affordable Housing Corporation and Island City Development, a nonprofit public body corporate and politic (hereinafter referred to as "AHA"), and Overland, Pacific and Cutler, LLC, a Division of TranSystems (a California corporation) whose address is 5000 Airport Plaza Drive, Suite 250, Long Beach, CA 90815 (hereinafter referred to as Consultant), is made with reference to the following:

**RECITALS:**

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

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, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. AHA and Consultant desire to enter into an agreement for Relocation Specialist and Move Coordinator services.

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

1. **TERM:**

The time for Completion shall be by February 28, 2027, (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

AHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of AHA, of those tasks which take place during the term of this Agreement. AHA will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. AHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract will not exceed \$500,000.

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

Consultant and AHA 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 the AHA nor have any contractual relationship with AHA.

6. **INDEPENDENT PARTIES:**

AHA and Consultant intend that the relationship between them created by this Agreement is that of employer-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. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

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 IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an AHA 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, gender identity 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 AHA, its Board of Commissioners officials, employees and designated volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. 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

Relocation Services Agreement

Transystems Corporation

AHA, AAHC, and ICD

obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the Housing Authority of the City of Alameda by certified mail.”

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California.

An endorsement naming the AHA as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers’ Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) **Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. **SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or AHA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such

## Relocation Services Agreement

Transystems Corporation

AHA, AAHC, and ICD

insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance.

C. **FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. **ADDITIONAL INSURED:**

AHA, its Board of Commissioners, officers, employees and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

11. **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 or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. **PROHIBITION AGAINST ASSIGNMENTS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

Relocation Services Agreement  
Transystems Corporation  
AHA, AAHC, and ICD

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

B. All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

C. Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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17. **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 AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: Sylvia Martinez  
Email: smartinez@alamedahsg.org

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

Transystems  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815  
Attention: Liz O'Neil  
Phone: 213-793-5477 Email: eoneil@transystems.com

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the AHA. AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. 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.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

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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.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by AHA 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.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be



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held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Consultant.

26. **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.

27. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Conflict of Interest Certification

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

Overland, Pacific and Cutler, LLC,  
a Division of TranSystems

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

DocuSigned by:

*Brian Everett*

\_\_\_\_\_  
Brian Everett  
President

\_\_\_\_\_  
Vanessa M. Cooper  
Executive Director

**EXHIBIT A**  
**SCOPE OF SERVICES**

All services must be developed and implemented in accordance with both State and Federal laws; specifically, California Relocation Assistance Law, California Government Code, Section 7260 et.seq; the California Code of Regulations, Title 25, Chapter 6, the Federal Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as well as any funding source Guidelines.

The successful bidder(s) must have a track record of relocating low-income tenants both in place temporary rehab and offsite temporary or permanent relocation in California as well as experience in handling LEP and reasonable accommodation requests during the relocation process. Experience with Section 8 Housing Choice Voucher subsidies and/or working with a Public Housing Authority is preferred. Experience with a diverse tenant base is required.

The scope of services for the Relocation Service Provider and the Move Coordinator contract(s) include but are not limited to the following:

**Relocation Specialist:**

Planning Services:

- Facilitate a kick-off meeting with the project team to discuss the relocation process, timeline, and initiate gathering of all pertinent information and documentation.
- Create a resident outreach and communications plan that will ensure that all residents, specifically those who do not speak English as their first language, are well informed and clear about the relocation program.
- Provide drafts of the General Information Notice (GIN) and all other relocation documents including temporary housing agreements, utility agreements. Advise and assist in the development and implementation of a relocation plan, any internal administrative policies, procedures and forms necessary for the support of an effective program.
- Prepare relocation waiver documents for voluntary termination of leases, train property management on the use of the waiver documents, and monitor voluntary termination of leases to assure that the documents are signed and collected.
- Pre-planning services for relocation project, including but not limited to providing an estimate of total relocation costs.
- Monthly meetings with owner

Information and Documentation Services:

- Project initiation activities, including preparing and sending of required notices to all occupants.
- Relocation plan preparation, including the drafting of a sample settlement agreement for each temporary relocating occupant.
- Prepare draft and final relocation plans in compliance with all state and federal requirements for financing and required agency review purposes.
- Draft and final settlement agreements with each occupant undergoing permanent relocation.
- Biweekly meetings with owner and management company

Additional Services:

- Ensure compliance with state and federal relocation laws as well as any HUD requirements
- On-going project planning, budget analysis and preparation to minimize potential legal, financial, and administrative difficulties.
- Provide data as requested.
- Provide Relocation Appeals support as needed.
- Provide a project close-out report including total costs, number of relocations, average time out of unit, average cost etc.

Location of Work:

- Consultant shall provide services for identified residents at AHA's Senior Apartment Complex - Independence Plaza: 703 Atlantic Avenue, Alameda CA 94501, but may be assigned to provide relocation services at any property within AHA's portfolio located within the City of Alameda on an as-needed basis.

**Move Coordinator:**

Information and Documentation Services:

- Conduct community meetings and workshops.
- Conduct individual relocation meetings with each tenant and document needs.

Relocation Services:

- Serve as point of contact for residents throughout their relocation.
- Prepare and distribute written notices to residents.

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- Create and maintain a schedule of moves for the property.
- Coordinate all preparation for a resident move, including but not limited to:
  - Unit inspections including HQS
  - Completion of relocation and claim forms.
  - Facilitating utility disconnections and reconnections
  - Working with contracted property management company, FPI, to coordinate unit moves.
- Coordinate pre-move inspections with moving vendors and accompany the vendor if necessary.
- Manage reimbursement to tenant and payment to vendors.
- Ensure weekly tracking of tenant moves and maintenance of tenants' files including documentation of all conversations with tenants.
- Work with owner and property management company to address all reasonable accommodation and LEP requests.
- Monitor moving company and other vendors for compliance with contract and safety precautions during the moving process.
- Weekly meeting with owner and property management company.

Additional Services:

- Ensure compliance with state and federal relocation laws.
- Provide data as requested.
- Provide Relocation Appeals support as needed.

Location of Work:

- Consultant shall provide in-person services for identified residents at AHA's Senior Apartment Complex - Independence Plaza: 703 Atlantic Avenue, Alameda CA 94501, but may be assigned to provide relocation services at any property within AHA's portfolio located within the City of Alameda on an as-needed basis.
- It is expected that the Move Coordinator will be located within one hour's travel time to the City of Alameda in order to address and facilitate resolution of resident issues during the relocation process.

**EXHIBIT B**  
**FEE SCHEDULE**

<b>Relocation Specialist</b>	2023	2024	2025	2026
Per Household Rate for Full Services	\$3,300	\$3,465	\$3,638	\$3,820

<b>Move Coordinator</b>	2023	2024	2025	2026
Per Household Rate for Full Services	\$3,300	\$3,465	\$3,638	\$3,820

## Itemized Budget and Detailed Explanation



Relocation Fee per move: \$3,300.00

This fee covers all costs associated with relocating one household, including:

- Project Management and consulting hours related to individual cases
- Initial tenant interview
- Needs assessment
- Identification and coordination of temporary housing
- Assistance with moving and storage
- Payment of relocation assistance benefits
- Project Management and consulting hours unrelated to individual cases:
  - These services may include:
    - \* Meetings and communications with AHA
    - \* Group resident meetings
    - \* Weekly status reports
    - \* Vendor bid procurement
    - \* Development of forms and notice formats
    - \* Budgetary reports
    - \* General staff management
    - \* Quality assurance/quality control

**Start-Up Costs:**  
 There are no start-up costs associated with the primary services provided by Transystems

\$3,300 per case	Relocation Milestone
\$825.00	Complete Interview (25% complete)
\$990.00	Issue Notice to Vacate (55% complete)
\$495.00	Move Out (70% complete)
\$825.00	Move Back (95% complete)
\$165.00	Closeout (100% complete)
Other Direct Costs	Billed when Cost Incurred Received

Relocation Plan Preparation: \$4,000

A relocation plan is a crucial document that outlines the process of moving people and businesses when a project displaces them. The plan must be fair, equitable, and developed in consultation with all affected parties. The relocation plan helps to:

- Understand the needs of displaced people and businesses
- Identify suitable new housing or business locations
- Estimate the cost of the relocation
- Coordinate the relocation process

Having a relocation plan in place ensures that the relocation process is smooth and efficient. It also ensures that displaced people and businesses are treated fairly. By working together, the client and the relocation team can ensure the entire process is executed seamlessly.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
 (Cyber/tech optional, not to be used for construction contracts)

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

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electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

#### **OTHER INSURANCE REQUIREMENTS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers,



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elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.



Housing Authority  
of the  
City of Alameda

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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Vanessa Cooper, Executive Director

Date: February 21, 2024

Re: Accept conflict of interest letters from Goldfarb and Lipman for a number of transactions.

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### **BACKGROUND**

The Housing Authority is under contract with Goldfarb and Lipman ("Goldfarb") as General Counsel since 2014. As a large California-based legal firm Goldfarb, represents many Public Housing Authorities, cities, counties and non profits. Although different Goldfarb partners work on any transaction where AHA and the other parties are contracted with Goldfarb, Goldfarb is required to issue a conflict letter and AHA is asked to sign these waiver letters. Since the Board selects and approves the general counsel, staff are informing the Board of these conflict letters.

### **DISCUSSION**

This memo reflects two recent requests. A blanket waiver for issues relating the City of Alameda was brought to the Board previously in 2020. A blanket waiver for transaction with the County of Alameda will be forthcoming in March as there are many impacted properties.

In the matter of the buyout of Shinsei Gardens, Goldfarb is representing the County of Alameda (a lender on the project) and AHA is represented by Downs, Pham and Kauai.

AHA exploring a proposal from the Regional Housing Authority (RHA) to accept a transfer of their Faircloth allowance. Goldfarb will represent RHA in this transaction and Ayleshire Wybnder LLC will represent AHA.

### **FISCAL IMPACT**

None

### **CEQA**

none



**RECOMMENDATION**

Accept conflict of interest letters from Goldfarb and Lipman for a number of transactions.

**ATTACHMENTS**

1. Conflict Letter - RHA and AHA(3691530.1)
2. Goldfarb Lipman Conflict Letter - Alameda County and City of Alameda Housing Authority - Shinsei Gar

Respectfully submitted,  
Vanessa Cooper  
Vanessa Cooper, Executive Director

M David Kroot February 8, 2024

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

Dianne Jackson McLean

Robert C. Mills

Isabel L. Brown

James T. Diamond, Jr.

Margaret F. Jung

Heather J. Gould

William F. DiCamillo

Amy DeVaudreuil

Barbara E. Kautz

Rafael Yaquián

Celia W. Lee

Dolores Bastian Dalton

Joshua J. Mason

Jeffrey A. Streiffer

Elizabeth R. Klueck

Jhaila R. Brown

Gabrielle B. Janssens

Rye P. Murphy

Marc A. Bentzen

Benjamin Funk

Aileen T. Nguyen

Katie Dahlinghaus

Matthew S. Heaton

Nazanin Salehi

Erin C. Lapeyrolerie

Minda Bautista Hickey

Connor T. Kratz

Gustavo Becerra  
Regional Housing Authority  
1455 Butte House Road  
Yuba City, California 95993

Vanessa Cooper  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, California 94501

Re: Consents to Potential Conflict of Interest  
Transfer of Faircloth Authority

Dear Gus and Vanessa:

We write this letter to request the consents of the Regional Housing Authority, a public body, corporate and politic ("**RHA**"), and the Housing Authority of the City of Alameda, a public body, corporate and politic ("**AHA**"), to the representation by Goldfarb & Lipman LLP ("**Goldfarb & Lipman**") of RHA in connection with the transfer of RHA's Faircloth authority to AHA (the "**Transaction**"). Goldfarb & Lipman will not be representing AHA in the Transaction.

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of RHA in the Transaction as described below. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter. We believe that we will be able to provide competent and diligent representation to RHA in this matter.

I. Existing Relationships.

RHA is an existing client of Goldfarb & Lipman. We represent RHA in general counsel matters and in some development matters, including the Transaction.

AHA is also an existing client of Goldfarb & Lipman. We represent AHA in general counsel matters and in some development matters, but not in connection with the Transaction. We have and continue to represent AHA in connection with affordable housing projects in the City of Alameda.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above in relation to the Transaction, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information and obtain the informed written consents of each of you to represent RHA in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9, and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of RHA in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman related to, among other matters, information we have regarding AHA that could be relevant to the Transaction, but due to our duty of confidentiality and loyalty, we would be unable to disclose such information to RHA. At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent RHA in the Transaction and still maintain our independent judgement and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from AHA which is material to our proposed representation of RHA in the Transaction that is material to our continued representation of AHA in unrelated matters.

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of AHA is now adverse to the interest of RHA, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in the Transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from RHA that is material to our representation of AHA, or any confidential information from AHA that is material to our representation of RHA, we would need to determine if we could continue to represent RHA in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Informed Written Consent.

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing RHA in the manner outlined above, please sign and return the attached consent form (i) acknowledging that you have been advised of the past and continuing relationships of Goldfarb & Lipman with each of you; (ii) acknowledging that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9, and 1.10 and the potential conflict of interest associated with our representation of RHA in the Transaction; and (iii) that you nevertheless consent to our representation of RHA in connection with the Transaction.

Regional Housing Authority  
Housing Authority of the City of Alameda  
February 8, 2024  
Page 3

If you have any questions regarding this letter or our representation of each of you please call us before signing and returning the enclosed copy of this letter.

Sincerely,



JOSHUA J. MASON  
Attorney for RHA



JHAILA R. BROWN  
Attorney for AHA

**Consent**

Goldfarb & Lipman has explained to each of you: (i) the past and continuing relationships of Goldfarb & Lipman with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9, and 1.10 and the potential conflict of interest in relation to the proposed representation by Goldfarb & Lipman of RHA in the Transaction and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of RHA in the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

**RHA:**

REGIONAL HOUSING AUTHORITY,  
a public body, corporate and politic

By: \_\_\_\_\_

Gustavo Becerra  
Executive Director

**AHA:**

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

By: \_\_\_\_\_

Vanessa Cooper  
Executive Director

**goldfarb  
lipman  
attorneys**

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Barbara E. Kautz

Rafael Yaquián

Celia W. Lee

Dolores Bastian Dalton

Joshua J. Mason

Jeffrey A. Streiffer

Elizabeth R. Klueck

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Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

February 7, 2024

via email and u.s. mail

**Michelle Starratt**  
**Director**  
**Alameda County**  
**Community Development Agency,**  
**Housing and Community Development**  
**Department**  
**224 W. Winton Avenue, Room 108**  
**Hayward, CA 94544-1215**

**Vanessa Cooper**  
**Executive Director**  
**Housing Authority of the City of**  
**Alameda**

**President**  
**Island City Development**

**701 Atlantic Avenue**  
**Alameda, CA 94501**

**Re: Consent to Potential Conflict of Interest – Shinsei Gardens Apartments**

**Dear Ms. Starratt and Ms. Cooper:**

We write this letter to request the consent of the County of Alameda (the "County"), the Housing Authority of the City of Alameda (the "Authority"), and the Authority's wholly-owned affiliate, Island City Development (the "Affiliate") (collectively, the "Parties") to the representation by Goldfarb & Lipman LLP ("G&L") of the County in connection with the investor exit and transfer of limited partner interest from Shinsei Gardens Apartments, L.P., the owner of the affordable housing project located at 401 Willie Stargell Avenue in the City of Alameda, California, to ICD Shinsei LLC, a California limited liability company with Affiliate as its sole member (the "Transaction").

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of you, and the proposed representation of the County in this Transaction. To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, and (2) obtain the informed written consent of each of you to such potential conflict of interest, as described in this letter.

We believe that we will be able to provide competent and diligent representation to the County in this matter.



County of Alameda  
Housing Authority of the City of Alameda  
Island City Development  
February 7, 2024  
Page 2

To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, (2) obtain the informed written consent of each of you to such potential conflict of interest, and (3) obtain agreement from each of you to the limited joint representation as described in this letter. We believe that we will be able to provide competent and diligent representation to each of you in this matter.

I. Existing Relationships.

The County is an existing client of Goldfarb & Lipman. We have and continue to represent the County in connection with the with nearly all of its affordable housing loans. We also represent the County in reviewing and advising on some of its housing policies and procedures. In addition, we represent the County on some economic development and other real property governmental activities, such as surplus lands disposition, density bonus implementation, and issues concerning the Oakland Coliseum.

In addition, the Authority and the Affiliate are existing clients of Goldfarb & Lipman. We represent the authority in general counsel matters and in some development matters, but not in connection with the Transaction. We have and continue to represent the the Authority and the Affiliate in connection with affordable housing projects in the City of Alameda.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above, as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent each of you in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of the County in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman related to, among other matters, if we have information that we obtained in connection with our representation of the Authority or the Affiliate which is material to the Transaction, due to our duty of confidentiality and loyalty to the Authority and the Affiliate, we would be unable to disclose such information to the County. In addition, we do not believe that we have obtained any confidential information from the Authority or the Affiliate which is material to our proposed representation of the County, or from the County which is material to our proposed representation of Authority and the Affiliate.

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of the Authority or the Affiliate is now adverse to the interest of the County, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute in this Transaction is substantially related to the same issue in which we have

County of Alameda  
Housing Authority of the City of Alameda  
Island City Development  
February 7, 2024  
Page 3

represented either of you in other matters; or (iii) we have obtained any confidential information from the County that is material to our representation of the Authority or the Affiliate, or any confidential information from the Authority or the Affiliate that is material to our representation of the County, we would need to determine if we could continue to represent the County in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing the County in the manner outlined above, please sign and return the attached consent form: (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised of Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest associated with our representation of the County in the Transaction; and (iii) that you nevertheless consent to our representation of the County in connection with the Transaction.

If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning the enclosed copy of this letter.

If you have any questions regarding this letter or our representation of each of you please call us before signing and returning the enclosed copy of this letter.

Sincerely,



HEATHER GOULD  
Attorney for the County

**CONSENT**

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you, and (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2, 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of the County in the Transaction and the possible consequences of this conflict. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman of the County in the Transaction and gives approval to such representation as described in this letter.

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: \_\_\_\_\_

COUNTY:

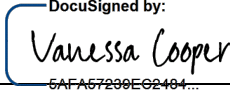
COUNTY OF ALAMEDA

By: \_\_\_\_\_  
Michelle Starratt, Housing Director

Dated: 2/12/2024

AUTHORITY:

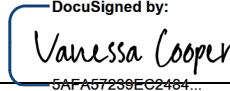
HOUSING AUTHORITY OF THE CITY OF ALAMEDA

By:   
Vanessa Cooper, Executive Director

Dated: 2/12/2024

AFFILIATE:

ISLAND CITY DEVELOPMENT

By:   
Vanessa Cooper, President



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sepideh Kiumarsi, Management Analyst

Date: February 21, 2024

Re: Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025.

---

**BACKGROUND**

The Housing Authority of the City of Alameda (AHA) was accepted into the Moving to Work (MTW) Demonstration Expansion under the Landlord Incentives Cohort to test the effectiveness of landlord incentives in 2022. The AHA is required to comply with the MTW Operations Notice while participating in the MTW Demonstration Program and as such, needs to submit an MTW Supplement with its Annual Plan every year. As part of the Annual Plan and MTW Supplement process, the AHA must allow for public comment and review of these plans.

**DISCUSSION**

HUD requires that the Annual Plan and MTW Supplement be made available for public comment 45 days prior to the public hearing. These documents were posted to the AHA's website and distributed to locations in the City of Alameda for public comment on December 5, 2023. The public comment period closed on January 17, 2024, and the AHA did not receive any comments in relation to its Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025. The AHA held a public meeting to discuss its Agency-Specific Waivers on January 26, 2024, and there were no comments received. The Resident Advisory Board (RAB), representing the interests of the participants in the Housing Choice Voucher program, reviewed and commented on the MTW Supplement for Fiscal Year 2024-2025 and the Annual Plan for Fiscal Year 2024-2025. None of the comments resulted in changes to the proposed Annual Plan. The attached MTW Supplement Draft for Fiscal Year starting July 1, 2024, includes MTW activities being considered for submission to HUD for approval as well as those activities from previous MTW Supplements that have been approved by HUD.

At this time, the AHA is requesting one MTW Operations Notice activity and three Agency-Specific Waivers listed below:

- 2024-01 HAP Contracts Signed Up to 120 Days



- 2024-02 Initial Paperwork Good for Up to 210 Days
- 2024-03 Include Internet in Utility Allowance
- 2024-04 17.c. Local, Non-Traditional Activity – Housing Development Programs

Now, the AHA is coming before the Board of Commissioners to conduct a public hearing regarding its Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025.

**FISCAL IMPACT**

Not Applicable.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Conduct the Public Hearing for the Annual Plan and Moving to Work Supplement for Fiscal Year 2024-2025.

**ATTACHMENTS**

1. Attachment A - February 2024 Public Hearing Presentation
2. Attachment B - DRAFT Annual Plan FY 2024-2025
3. Attachment C - DRAFT FY 2023 2024 MTW Supplement
4. Attachment D - DRAFT Impact analysis for ACTIVITY 2024-01 HAP Contracts Signed Up to 120 Days
5. Attachment E - DRAFT Impact analysis for ACTIVITY 2024-02 Initial Paperwork Good For Up to 210 Days
6. Attachment F - DRAFT Impact analysis for ACTIVITY 2024-03 Include Internet in Utility Allowance

Respectfully submitted,

*Sepideh Kiumarsi*

Sepideh Kiumarsi, Management Analyst

# Public Hearing for Annual Plan and Moving to Work Supplement FY 2024-2025

February 2024

Sepideh Kiumarsi, Management Analyst



[www.alamedahsg.org](http://www.alamedahsg.org)



# Agenda

- Summary of Annual Plan and MTW Supplement Process
- Timeline of Events
- Annual Plan Highlights
- MTW Refresher
- Overview of Proposed MTW Activities
- Questions



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# Overview of Annual Plan and MTW Supplement Process

## Annual Plan

- The AHA must submit an Annual Plan on a yearly basis with descriptions of how the AHA has met or is meeting its 5-year plan goals

## Moving to Work (MTW Supplement)

- The AHA must submit a MTW Supplement on a yearly basis with a list of all proposed, currently implementing, and discontinued activities.

Both plans require a Resident Advisory Board meeting, public comment period, and a public hearing before submission to HUD




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# Timeline of Events

- 
- October 11, 2023: Resident Advisory Board Meeting
  - December 5, 2023: Posted for Public Comment
  - January 26, 2024: Public Meeting for Agency-Specific Waivers
  - February 21, 2024: Public Hearing
  - March 20, 2024: Board Meeting for Resolution
  - April 2024: Submit Annual Plan & MTW Supplement to HUD



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# Annual Plan Highlights

- Significant progress with the development of North Housing
- Leveraging technology to automate processes and reduce repetitive administrative work
- Implementation of Moving to Work activities
- Cross-departmental career development and training opportunities
- Utilization of reserves to further development projects and constant monitoring of funds
- Addition of new stability vouchers along with plans to increase VASH vouchers and work on Faircloth to RAD
- Continued and consistent issuance of vouchers and lease-ups



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# MTW Refresher

On March 23, 2022, the Housing Authority (AHA) was designated as an MTW agency under the Landlord Incentive Cohort

- Required to implement activities that improve landlord participation in the HCV Program
- Prohibited from implementing activities that curb landlord participation

## The AHA is an Expansion Agency

- Must operate under the MTW Operations Notice (FR-5994-N-05) published on August 28, 2020

## The AHA does not receive new funding

- Must cover all landlord incentives with current funds
- Can use both Housing Assistance Payments (HAP) Funds and Administrative Fee funds



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# Overview of Activities in FY 2024-2025 MTW Supplement

4 newly proposed activities

- 1 MTW Operations Notice Activity
- 3 Agency Specific Activities

17 previously proposed activities

- 12 approved and implemented
- 2 approved but not implemented
- 3 waiting for HUD approval



[www.alamedahsg.org](http://www.alamedahsg.org)



# HAP Contracts Signed Within 120 days

Activity 2024-01



[www.alamedahsg.org](http://www.alamedahsg.org)



### **Without MTW Activity:**

PHA's must execute HAP contract 60 days from the beginning of lease term.

### **Problem:**

This deadline not always feasible which means signing a new lease and HAP contract. This is duplicative and more work for AHA staff.

### **With MTW Activity:**

AHA would execute HAP within 120 days of the beginning of the lease term but within 14 days of receiving the landlord signature.



[www.alamedahsg.org](http://www.alamedahsg.org)



# Initial Paperwork Good for 210 days

Activity 2024-02



[www.alamedahsg.org](http://www.alamedahsg.org)



### **Without MTW Activity:**

Paperwork must be submitted by applicants 60 days before issuing a voucher and is then good for 120 days from the verification of this information.

### **Problem:**

Tight rental market means a lot of applicants have a hard time finding units within 180 days before their voucher expires. This means staff has to request and process the same information multiple times which is duplicative and more work for AHA staff.

### **With MTW Activity:**

Paperwork submitted by applicants would be valid for 210 days.



[www.alamedahsg.org](http://www.alamedahsg.org)





# Include Internet in Utility Allowance

Activity 2024-03



[www.alamedahsg.org](http://www.alamedahsg.org)



### **Without MTW Activity:**

Internet is NOT included in the utility allowance schedule.

### **Problem:**

Internet is an essential utility especially as more and more organizations have or are switching to internet-based communication and access to services (which includes AHA).

### **With MTW Activity:**

Internet would be included in the utility allowance schedule and households would receive a credit for this as they do other utilities.



[www.alamedahsg.org](http://www.alamedahsg.org)



# Housing Development Program

Activity 2024-04

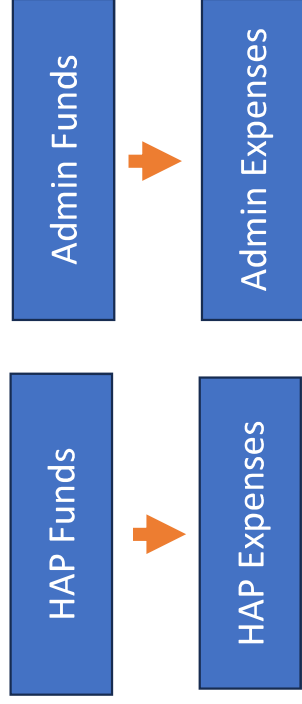


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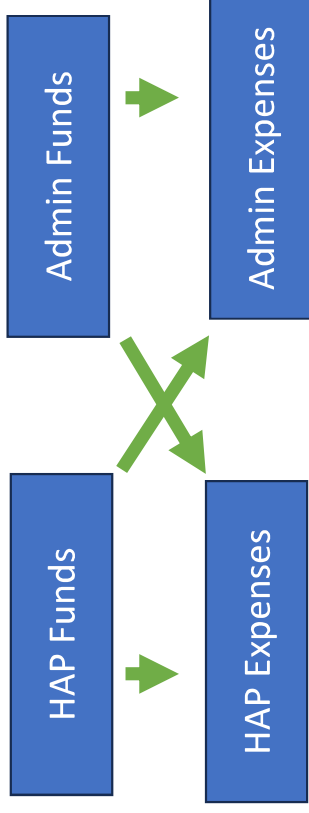


**Problem:** Low supply of affordable housing in Alameda  
**Background:** MTW Agencies have funding fungibility

**Non- MTW Agencies**



**MTW Agencies**



**Strategy:**

The AHA would like to provide up to \$1 million (~3% of AHA’s HAP budget) as gap financing to build affordable units for low-income individuals in the City of Alameda. The AHA would be required to comply with PIH Notice 2011-45, MTW Operations Notice, and Section 30 of the 1937 Housing Act. Funding awarded to a third-party provider must be competitively awarded.



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# Thank you. Questions?



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<b>Streamlined Annual PHA Plan (HCV Only PHAs)</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 03/31/2024</b>
--	---	---

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

**Applicability.** The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

**Definitions.**

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A.	PHA Information.																																			
A.1	<p><b>PHA Name:</b> HOUSING AUTHORITY OF THE CITY OF ALAMEDA <span style="float: right;"><b>PHA Code:</b> CA062</span>  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): 07/2024  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Housing Choice Vouchers (HCVs):</b> 1960  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a joint Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th> <th style="width: 10%;">PHA Code</th> <th style="width: 25%;">Program(s) in the Consortia</th> <th style="width: 20%;">Program(s) not in the Consortia</th> <th style="width: 20%;">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
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Lead HA:																																				

<b>B.</b>	<b>Plan Elements.</b>
<b>B.1</b>	<p><b>Revision of Existing PHA Plan Elements.</b></p> <p>a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission?</p> <p>Y   N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Informal Review and Hearing Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s):</p> <p>The AHA revised the timeline for which tenant discoveries must be received and when tenant discoveries and briefs must be sent to hearing officers.</p>
<b>B.2</b>	<b>New Activities. – Not Applicable</b>

**B.3 Progress Report.**

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

**GOAL 1: WORK WITH COMMUNITY PARTNERS TO OPTIMIZE AFFORDABLE HOUSING AND SERVICES FOR THE ALAMEDA COMMUNITY.**

Regarding the North Housing Project, a 12-acre former Naval site, the Housing Authority of the City of Alameda (AHA) has undertaken demolition of existing buildings and entitlement approvals, and incurred holding costs for security, fencing, insurance, and ongoing landscape maintenance. In June 2023, the Public Works Department approved the North Housing Phase I backbone improvements plan, which enables the site infrastructure and soil stabilization work to begin at North Housing Block A. In February 2023 the AHA received funding from the State of California Housing and Community Development Department for the Hawthorn Suites on Webster Street which will be known as Poppy Place. The AHA is working with Building Futures and Alameda Point Collaborative to provide services for this site. In September 2023, the AHA closed permanent financing for Rosefield Village, a site of 92 units of affordable, work force housing, and transitioned the property to stabilized operations thereby finishing the process to increase housing on the site by 77%. AHA's active project pipeline includes five sites, three of which will break ground in the next 6 months, with more than 150 housing units, including over 70 units reserved for permanent supportive housing. To inform and educate the public, the AHA consistently distributes a quarterly tenant newsletter and biennial newsletters for landlords and government officials and holds an annual workshop for landlords. The AHA also publicly presents to the Alameda City Council and its commissions, and the Board of AUSD, as needed, and holds monthly meetings with AHA landlords about the Landlord portal and quarterly meetings with various local organizations. The Authority has strengthened existing relationships by maintaining and expanding services by offering a landlord portal and redesigning the Authority's website to emphasize the importance of landlord participation. In 2022, an extensive landlord survey was conducted in addition to the survey conducted annually. The Authority continues to refer landlords to the city's rental and residential rehabilitation program.

**GOAL 2: USE RESOURCES EFFICIENTLY TO OPERATE IN A SUSTAINABLE MANNER.**

The Authority continues to utilize, expand, and research automated accounting systems to improve overall performance. One example of this is the implementation of the AHA claim management process which streamlines claims related to incidents from incident reporting to insurance reimbursement. An automated system for staff to scan and submit invoices for approvals has been fully implemented and a journal entry approval process has been automated and utilization has become standard for new vendors. This has vastly improved efficiencies in disbursement and documentation retention. Utilization of the AHA's on-line Landlord and Vendor Portals has been expanded, as has utilization of Yardi Rent Café online reporting of income changes between annual recertifications for participants. A recent customer survey produced by the AHA has shown that utilization of the Landlord Portal has increased by 25% in the last year. The AHA has also launched its Intake Portal for participants and applicants. The AHA is exploring an online platform for submissions of Request for Tenancy Approval (RFTA) processing and owner rent increase requests. These systems and the available tracking will result in a significant reduction in staff's time to process RFTAs and owner rent increases. Property rehabilitation finished according to the near-term capital improvements plan including the repair of the balconies at Independence Plaza and replacement of the roof at Anne B. Diament. Data from Capital Needs Assessments, appraisals, and accessibility studies are being utilized to conduct financial feasibility analyses on Independence Plaza, China Clipper, and Esperanza regarding needs and opportunities for renovation. The AHA has also implemented a risk prevention program to conduct site visits of properties to identify current and potential risks that need to be corrected. Regarding operating in a more efficient manner, the AHA has auctioned off some of its vehicles, has created an environmental plan and an environment committee to discuss environmentally friendly practices and initiatives, and completed the transfer of property operations to a 3rd party management company. The Authority received an executed Moving To Work (MTW) Amendment to the Annual Contributions Contract (ACC) dated March 23, 2022, officially designating the Authority as an MTW Agency. The Authority will spend the next four years (starting July 1, 2023) studying the effects of landlord incentives in the Housing Choice Voucher program on the retention and recruitment of landlords, including the expansion of the Authority's current incentive program. In April 2023 and June 2023, the AHA received approval of all its requested MTW Operations Notice activities and Landlord Incentives Cohort activities from its MTW Supplements for FY 2022-2023 and FY 2023-2024 resulting in a total of 12 approved activities which were all implemented July 1, 2023. These activities include landlord incentives and pre-qualifying inspections to encourage more landlords to participate in the HCV program. The reduced administrative burden as a result of the AHA's approved triennial reexamination MTW activity has allowed staff to conduct in-person reexaminations which will allow staff to assist participants needing assistance or training on how to complete an annual or interim recertification through the online portal.

**GOAL 3: RETAIN AND RECRUIT EXCELLENT STAFF.**

The Authority continues its 6- to 12-month training plan process for new employees, with extensive cross training for all staff. Online training continues to be expanded, particularly for new hires, including agency policies and procedures, Yardi software training, and mandatory training such as Fair Housing, Sexual Harassment, cyber training, customer service, and specialized software. The annual Brown Act training continues to be provided in person. In 2021, staff were provided with a two-part video online live training on diversity, equity and inclusion, and a training that provided an overview of informal hearings. Staff in the Housing Programs Department received trainings for Housing Quality Standards (HQS) inspections and updated training for the Housing Choice Voucher program including eligibility, rent calculation, and continued occupancy in 2022. In 2023, the AHA has also hosted several training courses for staff including, but not limited to, an asset management training in March 2023, a two-day supervisor training in May and June 2023, the Housing Choice Voucher Supervisor and Manager training in June 2023, a Defensive Driver training through July and August 2023 and quarterly procurement trainings. AHA staff also enroll in weekly Nelrod trainings provided through its membership in that organization. The AHA has created a pilot program, which staff has already utilized, to provide stipends to staff to be used for career development and training. Monthly staff meetings are now held in-person and include department reports each month to facilitate broader cross-agency communications, updates on work in progress, and presentations from the event committee regarding broader social and environmental justice topics. The Events Committee also plans and facilitates monthly staff events which promote staff interaction and foster job satisfaction. The AHA held a Board Retreat in August 2023 to facilitate discussion and receive feedback and suggestions from the Board of Commissioners regarding program improvements. The AHA also held an agency luncheon that brought together and celebrated the accomplishments of AHA staff, Alameda Family Services, Boys & Girls Club of Alameda, LifeSTEPS, the City of Alameda's Rent Program, and the Alameda Food Bank. An update to the public sector compensation studies was completed and implemented in 2022, including all exempt and non-exempt positions with the exception of contract staff such as the Resident Manager and Executive Director positions. The public sector compensation studies were updated in July 2023 for Director and Exempt level positions. Ergonomic assessments are completed for all new hires, typically within two weeks, and for ongoing staff at their request to assess and improve workspaces. During this review period there were also thirteen new hires across almost all departments and six staff received promotions on either a permanent or acting basis. The AHA is also looking to hire assistant directors for most departments to retain staff and have cross-training for staff.



#### GOAL 4: ENSURE FINANCIAL PREPAREDNESS FOR FUTURE CHALLENGES.

The AHA has created dashboards for asset management and property management to review progress and make informed decisions. In addition, the AHA utilizes Yardi's Asset IQ dashboard which provides key metrics for the Housing Programs Department. These key metrics along with others from property management are included in the monthly Board of Commissioners packet which is publicly available. In 2022, the Authority launched Yardi's Asset IQ, which is a management dashboard in Yardi aimed at allowing staff to monitor the progress of key elements in real-time on both the property management side and the Housing Choice Voucher side. The AHA has received continued Family Self-Sufficiency (FSS) funding for 2023 and is contracted with a professional social services provider to offer enhanced online services for FSS participants. At the end of March 2023, there were 23 active participants in the FSS program due to 5 graduations and in April 2023, 3 recruitment events were held for the FSS program. The FSS coordinator continues to provide services including, but not limited to, personal coaching of life skills, communication with tenants and landlords, and changes in annual recertification procedures, referrals to legal and mediation services, College of Alameda Career and Employment Center, and Alameda County Social Services, and one-on-one and virtual monthly check-ins. The AHA continues to provide social services which are available to participants, applicants, and tenants. These include Legal Assistance, Housing Counseling, Fair Housing Consultation and Referral Services. The AHA has revised its organizational chart to include several positions to help support the implementation of MTW, new development projects, and increased operational needs. The AHA has received 10 Stability Vouchers that it applied for in 2022 and continues to receive funding for Emergency Housing Vouchers and Housing Assistance Payments. A local housing trust fund was created in 2021 to leverage funds. In June 2023, the Board authorized the Executive Director to fund the North Housing Master Plan costs of \$4,000,000 with short to midterm use of AHA reserves, agency operating funds, and HUD Moving-To-Work (MTW) fungibility. ICD has also received Reserve Policy permanent loan commitments totaling \$12,938,000 for the North Housing project, and \$8 million dollars for the Poppy Place Hotel Conversion project. Predevelopment funds up to \$7,500,000 have been approved for the three phases of the North Housing Plan. The Authority presented a formal Reserves Policy to the Board of Commissioners in October 2021, with an amendment to the Reserves Policy in May 2022. This included an emphasis in sufficient operating and housing assistance payment reserves with preparation for future housing development and deferred maintenance of the existing real estate portfolio, while leveraging other sources of funds to further the Authority's mission.

#### GOAL 5: MAINTAIN AND IMPROVE DATA INTEGRITY AND COLLECTION.

The AHA continues to review and update systems to ensure that it stays current with industry practices and up-to-date on system security. After rising concerns about ChatGPT, the AHA IT Governance Committee discussed the issue and in July 2023 the AHA prohibited the use of AI technologies, including accessing websites like ChatGPT or similar platforms, and preventing the entry of AHA data into AI systems. This policy will protect sensitive data and PII, maintain the integrity of proprietary and internal information, and ensure compliance with data protection regulations. Staff continues to update and expand standard operating procedures for AHA's IT-related operations including new SOPs for creating recurring work orders in Yardi and processing IT support tickets. In 2021 the physical servers and back-up systems were upgraded, with greatly improved security, storage, and access features. Additional hardware, including laptops and cell phones, was deployed to staff. In 2021, the Authority implemented a comprehensive cyber awareness program consisting of integrated software solutions to combat attacks and provide staff training to increase awareness of cyber-attacks. In 2023, the AHA has also expanded the use of Multi-Factor Authentication (MFA) for its systems. The AHA has researched and is looking to launch SharePoint which is a secure way to share documents. The AHA continues to expand and optimize its paperless and mobile integration, including online forms, automated communications, and online capability to complete regular recertifications, interim recertifications, and the intake process. The AHA also moved its vendors and landlords to use Electronic Funds Transfer (EFTs). The AHA implemented an online Board meeting solution including specialized software to manage the Board of Commissioners' agendas. The AHA also purchased equipment to allow for hybrid meetings. The AHA partnered with ECS Imaging to provide training of its Laserfiche repository for all staff. The AHA has also created online forms for its training requests, reimbursement requests, MTW landlord incentives and vacancy loss payments, and MTW hardship forms. The AHA has also worked with its online vendor to update its systems to more easily implement its triennial reexamination and HQS inspection MTW activities. The HR department has selected to use HMIS software and will begin implementing the software starting with onboarding which automates the onboarding process. Additionally, the HR department collects information from employees who are leaving the AHA and presents the exit data once every two years.

#### GOAL 6: IMPROVE THE QUALITY OF LIFE OF RESIDENTS WHILE MAINTAINING EFFICIENT AND EFFECTIVE OPERATIONS OF HOUSING AUTHORITY UNITS.

The Authority launched the Ombudsman program in 2021, which is a solution-oriented community resource available to all Authority tenants, program participants, landlords, and other community organizations that represent Authority tenants or clients. Since then, the Ombudsperson program has received 238 inquiries. This program reinforces our existing educational materials and continues to provide resident supportive services for all tenants and participants in the programs operated by the Housing Programs Department. The AHA's nonprofit arts partner, Drawbridge, and City of Alameda Recreation and Parks Department Mobile Recreation Program have weekly activities for children living at all AHA properties and the Alameda Food Bank continues to provide food at these activities. Alameda Food Bank provides food and LifeSTEPS manages food distribution to AHA properties twice a month at two different properties. LifeSTEPS continues to conduct in-person meetings with residents to provide aid and link families to financial and social service agencies. The Boys and Girls Club partnership continues to allow access to the program to minors in AHA's units and programs. In September 2022, the AHA's website received an Award of Distinction from the California Association of Public Information Officers for exceeding industry standards in quality and achievement. In the beginning of 2023, the AHA reinstated our in-person Rent Café Workshops to assist with the online recertification and interim portal. The AHA also provides letters explaining available supportive services for those facing eviction and has quarterly social services meetings for all participants. The AHA has also done outreach, including social media blasts, for the City of Alameda's Guaranteed Basic Income Pilot Program and worked with LifeSTEPS to help participants apply for the program. Educational materials on Fair Housing laws and reasonable accommodation under the Americans with Disabilities Act is provided at briefings, terminations, and at various points of contact with applicants and participants. In 2021, we launched an online Reasonable Accommodations Request form and continued to provide fair housing information through newsletters. The Language Access Plan (LAP) update was completed, and outreach continues to be conducted in all languages listed in the updated LAP.

#### GOAL 7: EXPAND HOUSING CHOICE THROUGHOUT THE CITY OF ALAMEDA.

The board and staff continue to review options for expanding the Authority's portfolio of affordable housing units. In April 2023, the Pulte Homes townhomes were fully purchased. In addition, the AHA stepped in to avoid foreclosure on a moderate-income inclusionary unit, taking ownership so that this home would retain the affordability restrictions. The Housing Development Department continues to work on Estuary I, Estuary II, and Linnet Corner (also referred to as the North Housing Project). Estuary I will provide 45 units of permanent supportive housing for formerly homeless individuals (including an award of 40 PBVs), Estuary II will provide 46 units of permanent supportive housing for formerly homeless

	<p>individuals (selected for an award of 40 PBVs), and Linnet Corner will provide 64 affordable units for seniors aged 62 years and over with 16 of these units for senior, homeless veterans (including an award of 40 PBVs). Rosefield achieved 100% lease up of its tax credit units (89 units, including 23 project-based voucher units) as of October 31, 2022. Permanent Loan Conversion for Rosefield Village occurred in September 2023. In March 2023, 200 applicants were selected from the Housing Choice Voucher (HCV) waitlist and to date AHA staff have issued 71 vouchers. In March 2023, there was a ceremonial signing event at Rica Vista Apartments which preserves the affordability of up to 132 units at the Rica Vista Apartments for the next 55 years which was a collaborative effort between the AHA, the City of Alameda, and Lincoln Avenue Capital. On June 5, 2023, the AHA was notified it was receiving an allocation of ten (10) Stability Vouchers (SV) effective July 1, 2023. The AHA reached an agreement with the Housing Authority of the County of Alameda (HACA) to reallocate 20 Veteran Affairs Supportive Housing (VASH) vouchers to the AHA. This was approved by the HACA Board of Commissioners, and the transfer is set to happen at the beginning of 2024. The AHA is working on a similar agreement with the Housing Authority of the City of Oakland (OHA). In 2021, the Authority was awarded fifty-seven (57) Emergency Housing Vouchers (EHV) from HUD, which were all issued and all, but one voucher, has been leased up. The AHA has also signed its contract renewals for the Moderate Rehabilitation and Shelter Plus Care programs. The Housing Authority of the City of Alameda (AHA) plans to implement a Faircloth to RAD (Rental Assistance Demonstration) conversion to utilize all its 120-unit Faircloth limit at Independence Plaza. In June 2023, AHA staff presented this plan to the Board of Commissioners and received approval from the Board of Commissioners to move ahead with this process. At this time the AHA has decided to ultimately convert all 120 units through RAD, which uses a Public Housing process to create project-based voucher units. Specific units and households have not been selected yet within the development to undergo this process. Additionally, the AHA is also collaborating with the HUD Field Office and other Public Housing Authorities within the State of California to explore options to assume more Faircloth Authority or partner with those PHAs to develop their Faircloth Authority. In 2022 the Authority signed two Housing Assistance Payments (HAP) contracts for 40 units (23 at Rosefield Village and 17 at Eden Housing's Family site, The Starling). The Authority also completed two Request for Proposals resulting in the selection of an additional 160 units under the Project-Based Voucher program. During 2021, Housing Assistance Payments Contracts were signed on 50 new Project-Based Voucher (PBV) units including 25 under the Veteran Affairs Supportive Housing (VASH) program. The Authority received over 22,000 applications during its 2021 wait list opening.</p>
<p><b>B.4</b></p>	<p><b>Capital Improvements.</b> – Not Applicable</p>
<p><b>B.5</b></p>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p><b>C.</b></p>	<p><b>Other Document and/or Certification Requirements.</b></p>
<p><b>C.1</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N  <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p> <p>These will be included upon receipt.</p>
<p><b>C.2</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD-50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>C.3</b></p>	<p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>C.4</b></p>	<p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N  <input type="checkbox"/> <input type="checkbox"/></p> <p>If yes, include Challenged Elements.</p> <p>This will be updated if any elements are challenged.</p>
<p><b>D.</b></p>	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p>

<b>D.1</b>	<p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.</p>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>Fair Housing Goal: Not Applicable</b></td> </tr> <tr> <td style="padding: 2px;"><i>Describe fair housing strategies and actions to achieve the goal</i></td> </tr> </table>	<b>Fair Housing Goal: Not Applicable</b>	<i>Describe fair housing strategies and actions to achieve the goal</i>
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## Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV-Only PHAs

**A. PHA Information.** All PHAs must complete this section. (24 CFR §903.4)

**A.1** Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

**B. Plan Elements.** All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

**B.1 Revision of Existing PHA Plan Elements.** PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

- Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. (24 CFR §903.7(d))
- Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. (24 CFR §903.7(e)).
- Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. (24 CFR §903.7(f))
- Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))
- Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA's partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA's partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program's size (including required and actual size of the FSS program) and means of allocating assistance to households. (24 CFR §903.7(l)(i)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)(iii)).
- Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))
- Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan.

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

- B.2 New Activities.** This section refers to new capital activities which is not applicable for HCV-Only PHAs.
- B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))
- B.4 Capital Improvements.** This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs
- B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

**C. Other Document and/or Certification Requirements.**

- C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).
- C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

**D. Affirmatively Furthering Fair Housing (AFFH).**

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: “To implement goals and priorities in an AFH, strategies and actions shall be included in program participants’ ... PHA Plans (including any plans incorporated therein) .... Strategies and actions must affirmatively further fair housing ....” Use the chart provided to specify each fair housing goal from the PHA’s AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## **NOTE FROM THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

The Housing Authority of the City of Alameda (AHA) will be submitting form HUD-50075-MTW electronically through the Moving to Work (MTW) portal to HUD upon approval of its Board of Commissioners after a public process. Please find the original form HUD-50075-MTW on HUD's website at:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/mtw/expansion/mtwsupplement](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/mtw/expansion/mtwsupplement). This document contains the information in the HUD form, but in an easier to read format, including larger print in a format that will be accessible to persons with disabilities when posted online. Most of the instructions and questions in the document are copied directly from the form HUD-50075-MTW (01/2021).

## **EXPLANATORY NOTE TO PUBLIC REVIEWERS OF THE PROPOSED MOVING TO WORK SUPPLEMENT FILLABLE FORM**

The Moving to Work (MTW) Supplement collects information about policies implemented by MTW expansion agencies. MTW agencies use it to communicate their plans with residents and community stakeholders through required public comment processes, and HUD uses the information collected to monitor and evaluate the MTW demonstration program. MTW agencies will submit the MTW Supplement to HUD annually and amend as needed. HUD plans to make the MTW Supplement into a fillable form so as to reduce respondent burden and make the information collected more useful to HUD. When the MTW Supplement is available through the fillable form, it will include skip patterns<sup>1</sup> that prompt the user to populate only the sections relevant to what they are currently implementing. It will also include screening questions that will ask which waivers and associated activities they are currently implementing, plan to implement in the upcoming year, or will be discontinued in the submission year. The MTW Agency will be able to print the information from the MTW Supplement in a reader-friendly format in order to inform the public of its plans for the upcoming year. The purposes of the MTW Supplement are two-fold: it reports to HUD what is happening at the local level in a way that the Department can monitor and evaluate; and, more importantly, it informs the public about what the agency is planning and gives the public the ability to provide comment.

The MTW Supplement asks for information about each of the MTW Waivers and associated activities that are made possible by the MTW Operations Notice, Safe Harbor Waivers and Agency-Specific Waivers, and a few other types of information. MTW agencies will fill in information/data through a fillable form and the information collected will be stored in a database so that it can be analyzed by HUD. The approved forms will be posted to the MTW website for viewing by the public. For instance, it will be simple to find out how many MTW agencies and which MTW agencies are implementing each type of activity. It will also simplify reporting for the MTW agency since information will carry

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<sup>1</sup> A skip pattern is a question or series of questions associated with a conditional response.

over year-to-year in the fillable form so that information that does not change from year to year will be pre-populated, thereby reducing respondent burden.

This document lists the sections of the MTW Supplement and then presents the proposed questions to be included in the MTW Supplement for MTW agencies to answer annually. Throughout the online version, there will be a dropdown menu option that makes it clear as to which activities an agency is permitted to do within the safe harbors of the MTW Operations Notice, Appendix I, MTW Waivers.

### **Sections of the MTW Supplement:**

- A. PHA Information
- B. Narrative
- C. MTW Waivers and Associated MTW Activities
- D. Safe Harbor Waivers
- E. Agency-Specific Waivers
- F. Public Housing Operating Subsidy Grant Reporting
- G. MTW Statutory Requirements
- H. Evaluations
- I. MTW Certifications of Compliance

### **Information to be Collected for MTW Activities**

There are many MTW activities, subject to limitations as outlined in the MTW Operations Notice, that an MTW agency may implement. Each MTW agency will likely only engage in a subset of these MTW activities. The MTW Supplement will first ask MTW agencies to identify which MTW activities they are proposing to implement and which of those MTW activities they are already implementing. MTW agencies will subsequently be asked to provide information only about the MTW activities they are proposing to implement or are already implementing. This feature will reduce respondent burden. MTW waivers have associated MTW activities. MTW agencies are also able to combine MTW activities into their own initiatives.

MTW agencies will be asked for specific information about each MTW activity they are proposing to implement or are already implementing. There are six types of questions that could be asked about each MTW activity. The exact mix of questions will depend partly upon the MTW activity and partly upon the requirements for that MTW activity listed in the MTW Operations Notice. The six types of questions are:

- (1) Core—questions applicable to most MTW activities
- (2) Custom—questions specific to an individual MTW activity
- (3) Safe Harbor Waiver—questions asked when the MTW activity requires a Safe Harbor Waiver
- (4) Hardship Policy—questions asked when the MTW Operations Notice requires a hardship policy for the MTW activity
- (5) Impact Analysis—questions asked when the MTW Operations Notice requires an impact analysis for the MTW activity

- (6) Agency-Specific Waiver—questions asked when the MTW activity requires an Agency-Specific Waiver

## Questions

The questions are presented below by type, beginning with the core questions. In the final online version of the MTW Supplement, the relevant questions from each type will be asked together in relation to each MTW activity the MTW agency is proposing to implement or is already implementing. The final online version of the MTW Supplement will be set up to allow for different versions of the same MTW activity—for instance, a different minimum rent for the non-elderly/non-disabled than for the elderly/disabled. The final online version of the MTW Supplement will also be able to autofill items with information from previous years. This feature will reduce respondent burden.

Table 1, at the end of this document, lists the MTW activities and indicates which types of questions need to be asked about each one.

## MTW SUPPLEMENT TO THE ANNUAL PHA PLAN

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

OMB. No. 2577-0226

Expires: 03/31/2024

**Purpose.** The Moving to Work (MTW) Supplement to the Annual PHA Plan informs HUD, families served by the PHA, and members of the public, about the MTW Waivers and associated activities that the MTW agency seeks to implement in the coming Fiscal Year and updates the status of MTW activities that have been previously approved. It also provides information about Safe Harbor Waivers, Agency-Specific Waivers, compliance with MTW statutory requirements, and evaluations. The MTW Supplement does not replace the PHA Plan. MTW agencies must continue to submit the applicable PHA Plan. MTW agencies that are not required to submit annual PHA Plans under the Housing and Economic Recovery Act of 2008 (HERA) must submit the MTW Supplement annually, in addition to holding public hearings, obtaining board approval, and consulting with Resident Advisory Boards (RABs) and tenant associations, as applicable, on planned MTW activities.

**Applicability.** Form HUD-50075-MTW is to be completed annually by all MTW agencies brought onto the MTW Demonstration Program pursuant to Section 239 of the Fiscal Year 2016 Appropriations Act, P.L. 114-113 (2016 MTW Expansion Statute) or legacy MTW agencies that chose to follow the requirements of the MTW Operations Notice.

**Definitions.** All terms used in this MTW Supplement are consistent with the definitions stated in the MTW Operations Notice, including:

- (1) **Local, Non-Traditional Activities (LNT)** – Those MTW activities that use MTW funding flexibility outside of the Housing Choice Voucher (HCV) and public housing programs established in Sections 8 and 9 of the U.S. Housing Act of 1937.



- (2) **Safe Harbors** – The additional parameters or requirements, beyond those specified in the MTW activity description itself found in the MTW Operations Notice, following each activity description, that the MTW agency must follow in implementing MTW activities.
- (3) **Substantially the Same Requirement** – A statutory MTW requirement that MTW agencies must continue to assist substantially the same total number of eligible low-income families as would have been served absent the MTW demonstration.

**A. PHA INFORMATION**

A.1 **PHA Name:** Housing Authority of the City of Alameda  
**PHA Code:** CA062  
**MTW Supplement for PHA Fiscal Year Beginning (MM/DD/YYYY):**  
 07/01/2024  
**PHA Program Type:**       Public Housing (PH) only  
     Housing Choice Voucher (HCV) only  
     Combined  
**MTW Cohort Number:** 4 (Landlord Incentives)  
**MTW Supplement Submission Type:**  
     Annual Submission  
     Amended Annual Submission

**B. NARRATIVE**

**B.1 MTW Supplemental Narrative.**

The narrative provides the MTW agency with an opportunity to explain to the public, including the families that it serves, its MTW plans for the fiscal year and its short and long-term goals.

The MTW agency should provide a description of how it seeks to further the three MTW statutory objectives during the coming Fiscal Year. Those three MTW statutory objectives are: (1) to reduce cost and achieve greater cost effectiveness in federal expenditures; (2) to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient; and (3) to increase housing choices for low-income families.

The primary goal of the Housing Authority of the City of Alameda (AHA), in partnership with the entire community, is to advocate and provide quality, affordable, safe housing;

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

During participation in the Landlord Incentives Cohort the AHA will be using creative methods to encourage new landlord participation and continued landlord partnerships expanding housing choice for all voucher holders. During this cohort study, the AHA will continue to develop and maintain quality affordable housing for low-income residents, providing more housing choice along the entire spectrum of housing continuum. The AHA would like to design, implement, and sustain exceptional programs that invest in the residents to become self-sufficient through an array of educational, employment, and economic platforms including exploring the possibility of offering incentives to families to participate in training programs or increasing the ability of participants to attend community college or universities.

The AHA will strive to further the MTW statutory objective to reduce cost and achieve greater cost effectiveness in federal expenditures by continuing the activities proposed for FY 2022-2023 and FY 2023-2024 and extending the initial paperwork period and deadline to sign the HAP contract to 120 days to avoid duplicative efforts.

The AHA will strive to further the MTW statutory objective to give incentives to families with children whose heads of household are either working, seeking work, or are participating in job training, educational or other programs that assist in obtaining employment and becoming economically self-sufficient by continuing the activities proposed for FY 2022-2023.

The AHA will strive to further the MTW statutory objective to increase housing choices for low-income families by continuing the activities proposed for FY 2022-2023 and FY 2023-2024. As part of its commitment to increasing affordable housing, the AHA is planning to use its Faircloth limit to convert 120 units at Independence Plaza to Project-Based Voucher units under a Faircloth to RAD process and augmenting the rents with a MTW Supplement.

Activities will not apply to Shelter Plus Care or Mod Rehab SRO program participants.

## **C. MTW WAIVERS AND ASSOCIATED ACTIVITIES**

**NOTE: MTW agencies are reminded that all MTW Waivers and associated activities must be implemented in accordance with the MTW Operations Notice and within**

**its safe harbors unless a Safe Harbor or Agency-Specific Waiver approval is provided by HUD, in which case, the activity utilizing the Safe Harbor or Agency-Specific Waiver must be implemented in accordance with the terms of the approval.**

### **Screeners:**

For all MTW Waivers and Activities in Section C, the screening question listed below will be presented in the fillable form. This will allow the form to only display those waivers that input where is required.

Each waiver and activity will be listed with the following choices. If “Not Currently Implemented” is selected, the agency will not be shown any further questions for the activity.

- Currently Implementing
- Plan to Implement in the Submission Year
- Will be Discontinued in the Submission Year
- Was Discontinued in a previous Submission Year
- Not Currently Implemented

### **Core Questions:**

The following core questions apply to all of the MTW Waivers and associated activities listed in the MTW Operations Notice. The core questions collect basic information about any MTW activity proposed or implemented by MTW agencies.

- Narrative. Describe the MTW activity, the MTW agency’s goal(s) for the MTW activity, and, if applicable, how the MTW activity contributes to a larger initiative.
- MTW Statutory Objectives. Which of the MTW statutory objectives does this MTW activity serve?
- Cost implications. What are the cost implications of this MTW activity? Pick the best description of the cost implications based on what you know today.
- Different policy by household status/family types/sites? Does the MTW activity under this waiver apply to all assisted households or only to a subset or subsets of assisted households?
- Household Status. Does the MTW activity apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households?
- Family Types. Does the MTW activity apply to all family types or only to selected family types?
- Location. Depending on if responses are being provided for a public housing (PH) or HCV activity, the agency will either see questions applicable to PH or HCV.
- Does the MTW agency need a Safe Harbor Waiver to implement this MTW activity as described?
- Does this MTW activity require a hardship policy?

- Does the MTW activity require an impact analysis?

**Custom Questions:**

Custom questions are tailored to each MTW activity. In what follows, the MTW activities are listed with their custom questions. The final online version of the MTW Supplement will be set up so that if an MTW activity is the same in the HCV and/or public housing programs, the MTW agency fills in the information for public housing, then the information is auto populated for the HCV program. MTW agencies are asked to fill in answers only to questions that are relevant to the MTW activities they propose to implement or are already implementing.

The Housing Authority of the City of Alameda (AHA) has previously submitted and been approved for the activities marked as “Currently Implementing”.

<b>1. Tenant Rent Policies</b>	
b. Tiered Rent (HCV)	Not Currently Implemented
d. Stepped Rent (HCV)	Not Currently Implemented
f. Minimum Rent (HCV)	Not Currently Implemented
h. Total Tenant Payment as a Percentage of Gross Income (HCV)	Not Currently Implemented
j. Alternative Utility Allowance (HCV)	Not Currently Implemented
l. Fixed Subsidy (HCV)	Not Currently Implemented
n. Utility Reimbursements (HCV)	Not Currently Implemented
o. Initial Rent Burden (HCV)	Not Currently Implemented
q. Impute Income (HCV)	Not Currently Implemented
s. Elimination of Deduction(s) (HCV)	Not Currently Implemented
u. Elimination of Deductions (HCV)	Not Currently Implemented
w. Alternative Income Inclusions/Exclusions (HCV)	Currently Implementing

<b>2. Payment Standards and Rent Reasonableness</b>	
a. Payment Standards – Small Area Fair Market Rents (FMR) (HCV)	Not Currently Implemented
b. Payment Standards – Fair Market Rents (HCV)	Currently Implementing
c. Rent Reasonableness – Process (HCV)	Not Currently Implemented
d. Rent Reasonableness – Third Party Requirement	Not Currently Implemented

<b>3. Reexaminations</b>	
b. Alternative Reexamination Schedule for Households (HCV)	Currently Implementing

<b>3. Reexaminations</b>	
d. Self-certification of Assets (HCV)	Currently Implementing

<b>4. Landlord Leasing Incentives</b>	
a. Vacancy Loss (HCV-Tenant-Based Assistance)	Currently Implementing
b. Damage Claims (HCV-Tenant-Based Assistance)	Not Currently Implemented
c. Other Landlord Incentives (HCV-Tenant-Based Assistance)	Currently Implementing

<b>5. Housing Quality Standards (HQS)</b>	
a. Pre-Qualifying Unit Inspections (HCV)	Currently Implementing
b. Reasonable Penalty Payments for Landlords (HCV)	Not Currently Implemented
c. Third-Party Requirement (HCV)	Not Currently Implemented
d. Alternative Inspection Schedule (HCV)	Currently Implementing

<b>6. Short-Term Assistance</b>	
b. Short-Term Assistance (HCV)	Not Currently Implemented

<b>7. Term-Limited Assistance</b>	
b. Term-Limited Assistance (HCV)	Not Currently Implemented

<b>8. Increase Elderly Age (PH &amp; HCV)</b>	
a. Increase Elderly Age (HCV)	Not Currently Implemented

<b>9. Project-Based Voucher Program Flexibilities</b>	
a. Increase PBV Program Cap (HCV)	Currently Implementing
b. Increase PBV Project Cap (HCV)	Currently Implementing
c. Elimination of PBV Selection Process for PHA-Owned Projects without Improvement, Development, or Replacement (HCV)	Currently Implementing
d. Alternative PBV Selection Process (HCV)	Not Currently Implemented
e. Alternative PBV Unit Types (Shared Housing and Manufactured Housing) (HCV)	Not Currently Implemented
f. Increase PBV HAP Contract Length (HCV)	Not Currently Implemented
g. Increase PBV Rent to Owner (HCV)	Not Currently Implemented
h. Limit Portability for PBV Units (HCV)	Not Currently Implemented

<b>10. Family Self-Sufficiency Program with MTW Flexibility</b>	
a. HCV Waive Operating a Required FSS Program (HCV)	Not Currently Implemented
b. HCV Alternative Structure for Establishing Program Coordinating Committee (HCV)	Not Currently Implemented
c. HCV Alternative Family Selection Procedures (HCV)	Not Currently Implemented
d. HCV Modify or Eliminate the Contract of Participation (HCV)	Not Currently Implemented
e. HCV Policies for Addressing Increases in Family Income (HCV)	Not Currently Implemented

<b>11. MTW Self-Sufficiency Program</b>	
a. HCV Alternative Family Selection Procedures (HCV)	Not Currently Implemented
b. HCV Policies for Addressing Increases in Family Income (HCV)	Not Currently Implemented

<b>12. Work Requirement</b>	
b. Work Requirement (HCV)	Not Currently Implemented

<b>13. Use of Public Housing as an Incentive for Economic Progress (PH)</b>	Not applicable
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<b>14. Moving On Policy</b>	
a. Waive Initial HQS Inspection Requirement (HCV)	Not Currently Implemented
b. HCV Allow Income Calculations from Partner Agencies (HCV)	Not Currently Implemented
c. HCV Aligning Tenant Rents and Utility Payments Between Partner Agencies (HCV)	Not Currently Implemented

<b>15. Acquisition without Prior HUD Approval (PH)</b>	Not applicable
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<b>16. Deconcentration of Poverty in Public Housing Policy (PH)</b>	Not applicable
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<b>17. Local, Non-Traditional Activities</b>	
a. Rental Subsidy Program	Not Currently Implemented
b. Service Provision	Not Currently Implemented

<b>17. Local, Non-Traditional Activities</b>	
c. Housing Development Programs	Plan to Implement in the Submission Year

Core and Custom Question Answers for Activities Plan to Implement in Submission Year or Currently Implemented:

<b>1.w. Alternative Income Inclusions/Exclusions (HCV)</b>
Currently Implementing
ACTIVITY 2022-15: The Housing Authority of the City of Alameda would like to exclude a certain form of participant income during the income review and rent calculation process so that participants can benefit from certain forms of income without the income having an impact on their rent calculation. The AHA will exclude the Guaranteed Basic Income Pilot Program, which is a City of Alameda initiative to provide a flat monthly cash payment of \$1,000 to approximately 150 low-income City of Alameda households over a two-year period called Rise Up Alameda. The AHA will exclude these payments from the income review and rent calculation process of applicants or participants receiving these payments.
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input checked="" type="checkbox"/> Self-sufficiency <input type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
What inclusions or exclusions will be eliminated, modified, or added?  Guaranteed Basic Income Pilot Program - City of Alameda called Rise Up Alameda
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.

**1.w. Alternative Income Inclusions/Exclusions (HCV)**

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023.

**2.b. Payment Standards – Fair Market Rents (HCV)**

Currently Implementing

ACTIVITY 2022-01: The Housing Authority of the City of Alameda strives to house families in a small community in the Bay Area. The area is perceived to be one with good schools, high quality local businesses, picturesque neighborhoods, and a caring, involved community resulting in families wanting to rent or buy in the area resulting in high housing costs and limited housing choice. Payment standards set at 150% of FMR will hopefully allow the market to cap rents through rent reasonableness testing and not the payment standards.

Custom Question: Please explain the payment standards by FMR.

The agency may apply a payment standard up to 150% of FMR.

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

This MTW activity does require a Safe Harbor Waiver.

This MTW activity does require a hardship policy.

Hardship policy will be uploaded here, but please see Payment Standards Outside FMR Hardship Policy.

The hardship policy does not apply to more than this MTW activity.

The MTW agency has not modified the hardship policy since the last submission of the MTW Supplement.



<b>2.b. Payment Standards – Fair Market Rents (HCV)</b>
Currently Implementing
How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?  0 hardship requests received during the most recently completed PHA fiscal year. The AHA did not implement this activity on or before June 30, 2023.
This MTW activity does require an impact analysis. Impact analysis will be uploaded here, but please see Payment Standard Impact Analysis.
The impact analysis does not apply to more than this MTW activity.
Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.
The AHA implemented this activity on July 1, 2023.
This activity has not been discontinued and is not planned to be discontinued.

DRAFT

**3.b. Alternative Reexamination Schedule for Households**

Currently Implementing

ACTIVITY 2022-02: Reducing family’s responsibility to provide income documentation from annually to tri-annually results in less caseworkers needed to process annuals that result in minimal rent changes. Allows stability in rent for tenants and landlords. Families receiving zero income or less than \$5,000 per adult annually in income, living in Mod Rehab SRO, Shelter Plus Care, VASH, or EHV units will receive annual recertifications. AHA will check for families meeting these conditions twice a year (normally January and July) and schedule an annual reexamination as appropriate.

Income increase(s) resulting in an annual increase of 10% needs to be reported. Increases of less than 10% annually do not need to be reported between recertifications. Cumulative increases resulting in more than 10% of income increases needs to be reported when the 10% level is reached.

Families receiving the Earned Income Disallowance (EID) will receive interims to change their EID portion annually that will not count towards the limit.

Owners would still be able to request annual rent increases. These would be processed after a rent reasonableness test is conducted and would not count towards interim cap.

Custom Question: What is the recertification schedule?

- Once every two years
- Once every three years
- Other

Custom Question: How many interim recertifications per year may a household request?

- 0
- 1
- 2 or more

Custom Question: Please describe briefly how the MTW agency plans to address changes in family/household circumstances under the alternative reexamination schedule.

The family may request one interim per year for an income decrease or family composition change. Reports of income increases of more than 10% do not count towards the interim limit. Involuntary household composition changes do not apply towards the interim limit, for example, reporting the death of a family member will not count towards the interim limit.

If the interim results in a decrease, the family must show that the gross income loss is going to significantly (greater than 10%) and long-term (more than 6 months) change the family’s annual income going forward from the income used at the last income

**3.b. Alternative Reexamination Schedule for Households**

calculation. No interim decreases will be processed during the first six months after initial occupancy.

If the family composition change is for an addition of an adult, then eligibility must be determined before an individual can move into the unit. The new adult family member's income will be added during the interim. Family composition changes for minors would be processed at the next triennial or when the household transfers. The family may request an interim for family composition changes once a year, including an increase in subsidy when the family is over-housed. Interims could be requested for additional adults to meet approved reasonable accommodations at any time.

The conditions of receiving a second interim decrease in one year are outlined in the Hardship Policy.

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does require a hardship policy Alternative Reexamination Schedule Hardship Policy.

The hardship policy does not apply to more than this MTW activity.

The MTW agency has not modified the hardship policy since the last submission of the MTW Supplement.

How many hardship requests have been received associated with this activity in the most recently completed PHA fiscal year?

0 hardship requests received during the most recently completed PHA fiscal year. The AHA did not implement this activity on or before June 30, 2023.

This MTW activity does require an impact analysis. Impact analysis will be uploaded here, but please see Alternative Reexamination Schedule Impact Analysis.

**3.b. Alternative Reexamination Schedule for Households**

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023.

This activity has not been discontinued and is not planned to be discontinued.

DRAFT

<b>3.d. Self-Certification of Assets</b>
Currently Implementing
ACTIVITY 2022-03: Allow self-certification of participants on program up to \$50,000 in assets to reduce processing of minimal income from assets. Family must provide statement with any income earned on the assets under penalty of perjury. No other verification would be collected or required. Assets would be defined as in 24 CFR 5.609. Assets that the family does not have access to such as irrevocable trusts and 401K accounts would not count towards this asset limit. Applicants must establish assets and provide verification.
New assets under \$50,000 do not need to be reported between triennials.
Assets for all currently assisted households with a household asset total of less than \$50,000 sum to approximately \$1,900,000. These assets only generate a total across all assisted households of \$6,954 of annual income resulting in a total increase in total tenant payments from all participants of approximately \$2086 per year in additional rent due to these assets. This will be offset by the staff salaries of the time spent obtaining and reviewing verifications of lower amount assets. Households with more than \$50,000 in assets comprise 58% of total household assets. These households would still provide verification of the approximate \$2,700,000 in assets that generate approximately \$5,100 in asset income per year with participants paying a total of approximately \$1556 per year in higher rent due to asset income.
Custom Question: Please state the dollar threshold for the self-certification of assets. Threshold: \$50,000.
This MTW activity serves the following statutory objectives: <input checked="" type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input checked="" type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.

**3.d. Self-Certification of Assets**

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023.

This activity has not been discontinued and is not planned to be discontinued.

DRAFT

<b>4.a. Vacancy Loss</b>
Currently Implementing
ACTIVITY 2022-04: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-05, 2022-06, 2022-07, and 2022-11.  As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.  This allows the AHA to make a payment up to one month's rent payment to a landlord whose unit was vacated by a participant of the Housing Choice Voucher program and is occupied by a different participant of the Housing Choice Voucher program. The payment would be capped at the reasonable rent to the owner minus any payments the owner received that month from any source. The payment would be made after the execution of the HAP contract.
<p>Custom Question: Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in low-poverty neighborhood, or units/landlords new to the HCV program?)</p> <p><input type="checkbox"/> To all units</p> <p><input checked="" type="checkbox"/> Certain types of units only</p> <p>If certain types of units only, what types of units does this policy apply to?</p> <p><input checked="" type="checkbox"/> Accessible units</p> <p><input type="checkbox"/> Units in particular types of areas or neighborhoods</p> <p><input type="checkbox"/> Units/landlords new to the HCV program</p> <p><input checked="" type="checkbox"/> Other. Please describe briefly:</p> <p>Does not apply to PHA owned, LIHTC units, or units with regulatory agreements. Project-Based Voucher units have a non-MTW vacancy loss.</p>
<p>Custom Question: What is the maximum payment that can be made to a landlord under this policy?</p> <p>One month rent</p>
<p>Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year?</p> <p>0, the AHA did not implement this activity on or before June 30, 2023.</p>
<p>Custom Question: What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?</p> <p>\$0, the AHA did not implement this activity on or before June 30, 2023.</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p>

<b>4.a. Vacancy Loss</b>
<input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
<p>This MTW activity has the following cost implications:</p> <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <input type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only <input checked="" type="checkbox"/> New admissions and currently assisted households
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <input checked="" type="checkbox"/> all family types <input type="checkbox"/> only to selected family types
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p> <input type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers. <input checked="" type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:  <p>It does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units</p>
<p>This MTW activity does not require a Safe Harbor Waiver.</p>
<p>This MTW activity does not require a hardship policy.</p>
<p>This MTW activity does not require an impact analysis.</p>
<p>Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.</p>
<p>The AHA implemented this activity on July 1, 2023.</p>
<p>This activity has not been discontinued and is not planned to be discontinued.</p>



#### 4.c. Other Landlord Incentives

##### Currently Implementing

ACTIVITY 2022-05: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-06, 2022-07, and 2022-11.

As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.

This activity allows the AHA to pay the landlord an incentive to lease up a Housing Choice Voucher (HCV) program participant. The AHA would offer an array of incentives, but the total incentive paid to one landlord could not exceed more than one month of the contract rent of the unit and would be paid at the time of HAP execution.

The proposed incentives are:

First-time Rental incentive: \$1,500

Accessible unit incentive: \$2,000

HQS incentive: \$100

Returning Landlord incentive: \$1,000

A first-time rental incentive would be paid to a landlord that is bringing a unit that has never been leased with the same landlord under the HCV program before. The accessible unit incentive would be paid to landlords providing a unit that meets or mostly meets the requirements for an ADA accessible unit to a family with a member with a disability. The HQS incentive would be paid to landlords whose unit passed an initial housing quality standards inspection the first time and resulted in a participant of the HCV program renting the unit. The returning landlord incentive would be paid to a landlord leasing a unit to an HCV participant that has been on the program prior.

Custom Question: Does this policy apply to certain types of units or to all units all HCV units or only certain types of units (for example, accessible units, units in low-poverty neighborhood, or units/landlords new to the HCV program?)

To all units

Certain types of units only

If certain types of units only, what types of units does this policy apply to?

Accessible units

Units in particular types of areas or neighborhoods

Units/landlords new to the HCV program

Other. Please describe briefly:

<b>4.c. Other Landlord Incentives</b>
Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units.
Custom Question: What is the maximum payment that can be made to a landlord under this policy? One month rent
Custom Question: How many payments were issued under this policy in the most recently completed PHA fiscal year?  0, the AHA did not implement this activity on or before June 30, 2023.
Custom Question: What is the total dollar value of payments issued under this policy in the most recently completed PHA fiscal year?  \$0, the AHA did not implement this activity on or before June 30, 2023.
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households
A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to: <input type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only <input checked="" type="checkbox"/> New admissions and currently assisted households
A MTW activity can apply to all family types or only selected family types. This MTW activity applies to: <input checked="" type="checkbox"/> all family types <input type="checkbox"/> only to selected family types
An MTW activity can apply to a tenant-based and or project-based voucher. <input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers.

**4.c. Other Landlord Incentives**

The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

Does not apply to PHA owned, LIHTC units, units with regulatory agreements, or Project-Based Voucher units.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023.

This activity has not been discontinued and is not planned to be discontinued.

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<b>5.a. Pre-Qualifying Unit Inspections</b>
Currently Implementing
ACTIVITY 2022-06: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-07, and 2022-11.  Initial inspections of units can be conducted up to 90 days prior to unit lease-up to help incentivize landlords to participate in the program and avoid delays in leasing. Participants or landlords can request a special (interim) inspection at any time.
Custom Question: How long is the pre-inspection valid for? 90 days
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input checked="" type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.  The AHA implemented this activity on July 1, 2023.
This activity has not been discontinued and is not planned to be discontinued.

<b>5.d. Alternative Inspection Schedule</b>
Currently Implementing
ACTIVITY 2022-07: This activity to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-06, and 2022-11.  Require inspections only once every three years for private landlord units. Participants and landlords can request a special (interim) inspection at any time. A special inspection can be initiated by the AHA if it receives indications that the family's unit is not in compliance with HQS.
This MTW activity serves the following statutory objectives: <input checked="" type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input checked="" type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households
A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to: <input type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only <input checked="" type="checkbox"/> New admissions and currently assisted households
A MTW activity can apply to all family types or only selected family types. This MTW activity applies to: <input checked="" type="checkbox"/> all family types <input type="checkbox"/> only to selected family types
An MTW activity can apply to a tenant-based and or project-based voucher. <input checked="" type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers. <input type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:
This MTW activity does not require a Safe Harbor Waiver.

**5.d. Alternative Inspection Schedule**

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023. The activity is being changed so all inspections will be based on the results of the prior inspection. If the unit passes the regular inspection the first time and does not require a reinspection, the next regular inspection will be scheduled for approximately three years later. Otherwise, if the unit does not pass the inspection the first time and requires a reinspection, the next regular inspection will be scheduled in approximately 12 months. Inspections are scheduled around 2 months early for the next inspection due date to ensure inspection results are obtained before the due date.

This activity has not been discontinued and is not planned to be discontinued.

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<b>9.a. Increase PBV Cap</b>
Currently Implementing
ACTIVITY 2022-08: Assisted families in the Housing Choice Voucher program frequently inquire how to move to Project-Based Voucher (CAP) units and during the last wait list opening, numerous HCV families applied for the PBV wait lists indicating a desire to have a long-term contract with owners rather than a 1-year contract that can then be canceled with no reason. By project-basing more vouchers, more housing is secured for families without the threat of eviction.
This activity would raise the cap for which the AHA could award Project-Based Voucher contracts. The AHA currently has selections and/or HAP contracts for its entire allocation of PBV under the current caps.
Custom Question: What percentage of total authorized HCV units will be authorized for project-basing? 50% of the lower of either the total authorized units or annual budget authority
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input checked="" type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.
The activity is approved, but the AHA is still below the HUD PBV cap at this time.
This activity has not been discontinued and is not planned to be discontinued.

<b>9.b. Increase PBV Project Cap</b>
Currently Implementing
ACTIVITY 2022-09: Allows more than the greater of 25 units or 25% of the units at a complex to receive Project-Based Voucher assistance. Under current regulations, units that are for the elderly or those providing supportive services are already exempt from this cap. This activity would allow units that may not be serving the above populations to go above the cap up to 100% of the units at a project.
This MTW activity serves the following statutory objectives: <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice
This MTW activity has the following cost implications: <input checked="" type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity does not require a Safe Harbor Waiver.
This MTW activity does not require a hardship policy.
This MTW activity does not require an impact analysis.
Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.
The activity is approved, but a HAP contract has not been signed using this activity.
This activity has not been discontinued and is not planned to be discontinued.



**9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement**

Currently Implementing

ACTIVITY 2022-010: This activity would allow the AHA to award project-based voucher units to a property owned by a single-asset entity (S.A.E.) of the AHA without engaging in a selection process. Currently, the AHA must open a Request for Proposals (RFP) to all interested owners when it awards PBV units. This process requires a significant amount of staff time to prepare the RFP, receive and organize proposals for review, score proposals, notify owners of the outcome, and track awards until execution of contract. This would allow the AHA to award vouchers without the RFP to units in the AHA's portfolio that qualify for PBV after conducting a Subsidy Layering Review, ensuring the property is compliant with HUD's site selection requirements, and having a 3<sup>rd</sup> party conduct HQS inspections of the units.

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types
- Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

- The MTW activity applies to all tenant-based units.

**9.c. Elimination of PBV Selection Process for PHA-owned Projects without Improvement, Development, or Replacement**

- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

Applies only to units owned by a single-asset entity of the PHA.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The activity has been approved, but an award has not been made at this time.

This activity has not been discontinued and is not planned to be discontinued.

**17.c. Housing Development Programs**

Plan to Implement in the Submission Year

The Housing Authority of the City of Alameda (AHA) intends to use MTW fungibility to acquire, renovate and/or build affordable units that are not public housing units. Eligible activities may include gap financing or construction costs for development of affordable housing, conducted by the PHA or a PHA-controlled affiliate or by a non-PHA affordable housing developer, including but not limited to development of project-based voucher units, tax credit units, or affordable units funded with any other local, state, or federal funds.

The AHA will not spend more than 10% of its HAP budget on local, non-traditional activities and families receiving housing or services through local, non-traditional activities must meet the definition of low-income. Local, non-traditional development activities will be conducted in accordance with the applicable requirements of PIH Notice 2011-45 and the MTW Operations Notice. The Agency shall comply with Safe Harbor provisions requiring compliance with Section 30 of the 1937 Housing Act and that any MTW Funding awarded to a third-party provider must be competitively awarded.

At this time AHA would like to provide up to \$1 million of its funding, which would be about 3% of the AHA's HAP Budget, as gap financing to build affordable units for low-income individuals in the City of Alameda.

Custom Questions

Name and Address of Development

North Housing Master Plan -  
501 Mosely Avenue,  
Alameda, CA 94501

<b>17.c. Housing Development Programs</b>	
MTW Role: Acquisition, Rehabilitation, New Construction?	New Construction
Type of MTW Agency Financing: Gap Financing, Tax Credit Partnership, Other	Mid-term predevelopment financing (up to 15 years)
Number of Affordable Units	A minimum of 284 units. There are a minimum of 568 units planned. We hope more affordability can be achieved, but that is still being determined.
Number of Units by Affordability	
<ul style="list-style-type: none"> <li>• 80% of AMI</li> </ul>	Minimum of 132 at or below 80% AMI. We hope more affordability can be achieved, but that is still being determined.
<ul style="list-style-type: none"> <li>• 60% of AMI</li> </ul>	0 units
<ul style="list-style-type: none"> <li>• 30% of AMI</li> </ul>	127 units
<ul style="list-style-type: none"> <li>• Other</li> </ul>	25 units at 40% AMI and 106 units will serve formerly homeless populations.
<p>This MTW activity serves the following statutory objectives:</p> <input type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input checked="" type="checkbox"/> Housing Choice	
<p>This MTW activity has the following cost implications:</p> <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures	
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <input type="checkbox"/> to all assisted households <input checked="" type="checkbox"/> only to a subset or subsets of assisted households	
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <input checked="" type="checkbox"/> New admissions (i.e., applicants) only <input type="checkbox"/> Currently assisted households only	

**17.c. Housing Development Programs**

New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

all family types

only to selected family types

Please select the family types subject to this MTW activity:

Non-elderly, non-disabled families

Elderly families

Disabled families (to the extent those families are not exempt via a reasonable accommodation)

Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

The MTW activity applies to all tenant-based units.

The MTW activity applies to all properties with project-based vouchers.

The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is: Families selected to reside in the complexes receiving funds.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

The impact analysis does not apply to more than this MTW activity.

<b>Cohort 4.2 Front-End Vacancy Loss Payment</b>
Currently Implementing
<p>ACTIVITY 2022-11: This activity is to incentivize landlords to participate in the HCV program in combination with activities 2022-04, 2022-05, 2022-06, and 2022-07.</p> <p>As these activities are implemented to increase landlord participation in the program, units that are required to house voucher holders such as Project-Based Voucher units, ones with a regulatory agreement on the units, Tax Credit units, or ones owned by the Housing Authority are not included in this activity.</p> <p>Similar to ACTIVITY 2022-04 except this allows the AHA to make a payment up to one month's rent payment to a landlord whose unit was not vacated by a participant of the Housing Choice Voucher program and is subsequently occupied by a participant of the Housing Choice Voucher program. They payment would be made after the execution of the HAP contract.</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This MTW activity has the following cost implications:</p> <p><input type="checkbox"/> Neutral</p> <p><input type="checkbox"/> Increased revenue</p> <p><input type="checkbox"/> Decreased revenue</p> <p><input checked="" type="checkbox"/> Increased expenditures</p> <p><input type="checkbox"/> Decreased expenditures</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input type="checkbox"/> to all assisted households</p> <p><input checked="" type="checkbox"/> only to a subset or subsets of assisted households</p>
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <p><input type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input checked="" type="checkbox"/> New admissions and currently assisted households</p>
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <p><input checked="" type="checkbox"/> all family types</p> <p><input type="checkbox"/> only to selected family types</p>
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p>

**Cohort 4.2 Front-End Vacancy Loss Payment**

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

Does not apply to PHA owned, LIHTC units, or units with regulatory agreements.  
Would not apply to Project-Based Voucher units.

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does not require an impact analysis.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The AHA implemented this activity on July 1, 2023.

This activity has not been discontinued and is not planned to be discontinued.

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## **D. SAFE HARBOR WAIVERS**

### **D.1. Safe Harbor Waivers seeking HUD Approval:**

The MTW Operations Notice describes a simplified process for MTW agencies to implement MTW activities outside of the safe harbors described in Appendix I. For each Safe Harbor Waiver request, a document that includes the following information must be provided: (a) the name and number of the MTW Waiver and associated activity for which the MTW agency is seeking to expand the safe harbor, (b) the specific safe harbor and its implementing regulation, (c) the proposed MTW activity the MTW agency wishes to implement via this Safe Harbor Waiver, (d) a description of the local issue and why such an expansion is needed to implement the MTW activity, (e) an impact analysis, (f) a description of the hardship policy for the MTW activity, if applicable, and (g) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit request for approval of a Safe Harbor Waiver this year?

No  Yes

## **E. AGENCY SPECIFIC WAIVERS**

### **E.1. Agency-Specific Waivers for HUD Approval:**

The MTW demonstration program is intended to foster innovation and HUD encourages MTW agencies, in consultation with their residents and stakeholders, to be creative in their approach to solving affordable housing issues facing their local communities. For this reason, flexibilities beyond those provided for in Appendix I may be needed. Agency-Specific Waivers may be requested if an MTW agency wishes to implement additional activities, or waive a statutory and/or regulatory requirement not included in Appendix I.

In order to pursue an Agency-Specific Waiver, an MTW agency must include an Agency-Specific Waiver request, an impact analysis, and a hardship policy (as applicable), and respond to all of the mandatory core questions as applicable.

For each Agency-Specific Waiver(s) request, please upload supporting documentation, that includes: a) a full description of the activity, including what the agency is proposing to waive (i.e., statute, regulation, and/or Operations Notice), b) how the initiative achieves one or more of the 3 MTW statutory objectives, c) a description of which population groups and household types that will be impacted by this activity, d) any cost implications associated with the activity, e) an implementation timeline for the initiative, f) an impact analysis, g) a description of the hardship policy for the initiative, and h) a copy of all comments received at the public hearing along with the MTW agency's description of how the comments were considered, as a required attachment to the MTW Supplement.

Will the MTW agency submit a request for approval of an Agency-Specific Waiver this year?

No [If no, skip to E.2]                       Yes [If yes, please provide a title and upload required information in a-h above for each Agency-Specific Waiver request]

The AHA is requesting the following Agency-Specific Waivers:

ACTIVITY 2024-01: HAP Contracts Signed Up to 120 Days

ACTIVITY 2024-02: Initial Paperwork Good for Up to 210 Days

ACTIVITY 2024-03: Include Internet in Utility Allowance

<b>ACTIVITY 2024-01: HAP Contracts Signed Up to 120 Days</b>
Under current regulations, PHA's must execute the HAP contract no later than 60 calendar days from the beginning of the lease term. It is not always feasible for staff to execute the HAP contract within 60 days. When this is the case, the owner and participant must sign a second lease and staff must create a new HAP contract which is a duplicative effort that results in more work. Therefore, the AHA is requesting to extend the HAP contract execution period up to 120 days but within 14 days of receiving the landlord signature to reduce administrative burden.
Waives 24 CFR 982.305 (c)
This MTW activity serves the following statutory objectives: <input checked="" type="checkbox"/> Cost effectiveness <input type="checkbox"/> Self-sufficiency <input type="checkbox"/> Housing Choice
This initiative achieves one or more of the 3 MTW above statutory objectives by: Extending the HAP contract execution period up to 120 days reduces costs associated with the extra time a member of staff needs to create a new HAP contract.
A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies: <input checked="" type="checkbox"/> to all assisted households <input type="checkbox"/> only to a subset or subsets of assisted households
This MTW activity has the following cost implications: <input type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input checked="" type="checkbox"/> Decreased expenditures
The implementation timeline for the initiative is: Once the activity is approved and the Administrative Plan is revised.
This MTW activity does require an impact analysis.



This MTW activity does not require a hardship policy.
Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

<b>ACTIVITY 2024-02: Initial Paperwork Good for Up to 210 Days</b>
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Under current regulations, staff must receive information verifying that an applicant is eligible within the period of 60 days before the PHA issues a voucher to the applicant. These verifications are valid for 120 days from the date of the verification. However, AHA issues all its vouchers for a period of 180 days due to the tight rental market in the Bay Area and the struggle applicants have with finding units. As such, staff are required to request the same information from participants multiple times while the family is searching, which is a duplicative effort that results in more work and more stress for families in the rare case where their income decreases. Therefore, the AHA is requesting to extend the initial paperwork period up to 210 days to reduce the administrative burden.
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Waives 24 CFR 982.201(e)
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This MTW activity serves the following statutory objectives:
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- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: Extending the initial paperwork period up to 120 days reduces costs associated with the extra time a member of staff needs to gather new paperwork.
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A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:
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- to all assisted households
- only to a subset or subsets of assisted households

This MTW activity has the following cost implications:
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- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

The implementation timeline for the initiative is: Once the activity is approved and the Administrative Plan is revised.
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This MTW activity does require an impact analysis.
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This MTW activity does not require a hardship policy.
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Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

**ACTIVITY 2024-03: Include Internet in Utility Allowance**

Under current regulations, PHAs may not provide any allowance for non-essential utility costs which at this time includes internet. In this digital age, however, the AHA argues that the internet is crucial to the lives of our participants and should therefore be included in our utility allowance schedules. COVID changed the way the world communicates and internet access in the home is no longer optional for families to have equal access to services including health care, education, and housing.

The internet is necessary for numerous daily activities and is also crucial to the way that participants interact with the AHA. Participants who have access to the internet can contact the AHA and receive communications from the AHA via email or through our website which is needed for individuals who are unable to leave their homes or lack the transportation needed to come into the office. In addition, the AHA has moved its recertification process to an online platform which means that participants need the internet in order to be able to meet the program requirements.

By including the internet in our utility allowance schedule, we would alleviate the burden on our program participants for a much-needed utility item. We would also contribute to larger national efforts to bridge the broadband affordability gap by making sure our participants have access to the same opportunities afforded by the internet that any other non-participant households would have.

Waives 24 CFR 982.517 (b)(2)(i)

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: By including internet in the utility allowance calculation, families will not be burdened with paying for internet and will be able to reallocate the amount that was previously used for internet costs to other necessities instead.

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

This MTW activity has the following cost implications:

- Neutral
- Increased revenue

<input type="checkbox"/> Decreased revenue <input checked="" type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
The implementation timeline for the initiative is: Once the activity is approved and the Administrative Plan is revised.
This MTW activity does require an impact analysis.
This MTW activity does not require a hardship policy.
Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

**E.2. Agency-Specific Waiver(s) for which HUD Approval has been Received:**

For each previously approved Agency-Specific Waiver(s), a set of questions will populate.

Does the MTW agency have any approved Agency-Specific Waivers?

Yes       No [If no, question set concludes]

The activities below were submitted with the FY 2022-2023 and FY 2023-2024 MTW Supplement, which has not been approved as of the preparation of this plan. If HUD does or does not approve any of the proposed activities, the below tables will be updated.

ACTIVITY 2022-13: Allow Owner Referrals Under PBV Program

ACTIVITY 2022-14: Project-Based Voucher Right Sizing

ACTIVITY 2023-01: Special Circumstances Admissions

ACTIVITY 2023-02: Project-Based Voucher Contract Rent Increases

ACTIVITY 2023-03: Project-Based Voucher First Year Moves

ACTIVITY 2023-05: Flexible Subsidy Standards in Project-Based Voucher Admissions

<b>ACTIVITY 2022-13: Allow Owner Referrals Under Project-Based Voucher Program</b>
Allow owners to refer eligible families for Project-Based Voucher units to the AHA for PBV eligibility determination from an owner-managed wait list. This activity is intended to exist in lieu of an unimplemented provision of HOTMA.

**ACTIVITY 2022-13: Allow Owner Referrals Under Project-Based Voucher Program**

Owners would be required to provide documentation and a narrative of 1) how any wait list was built, or families were selected for referral and 2) show that the method in first part met all applicable federal laws including non-discrimination and fair housing requirements. Owner referral would be optional for owners, methods for referral must be pre-approved by the AHA before any referrals would be housed, and the AHA could deny referrals from owners if the AHA determined that the outreach or wait list management was insufficient or had a disparate impact on applicants.

If the owner used the Coordinated Entry System (CES) to provide names the same documentation of compliance with non-discrimination and fair housing requirements must be submitted.

Waiver: 24 CFR 983.251 (c)(1)

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: Opening and managing a wait list is a very costly endeavor to make sure that an inclusive method is used to outreach to families. Owners then have additional screening requirements above PBV requirements, so many PBV-eligible applicants are rejected by owners due to other criteria. This would allow owners to market their units with the additional requirements and result in faster leasing of PBV units.

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types

Please select the family types subject to this MTW activity:

**ACTIVITY 2022-13: Allow Owner Referrals Under Project-Based Voucher Program**

- Non-elderly, non-disabled families
- Elderly families
- Disabled families (to the extent those families are not exempt via a reasonable accommodation)
- Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

The implementation timeline for the initiative is: waiting on HUD for activity approval. See revised implementation timeline below.

This MTW activity does require an impact analysis. Please see Owner Referral Impact Analysis.

This MTW activity does not require a hardship policy.

Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

Based on the Fiscal Year goals listed in the activity's previous Fiscal Year's narrative, provide a description about what has been accomplished or changed during the implementation.

The implementation timeline for the initiative is being revised slightly. Full implementation would be delayed because the AHA would first expire applicants on its wait lists before allowing owners to refer except in the case of CES use. In this case, the AHA must outreach to all families on the PBV-SR, PBV-F0-2, or PBV-F3up wait lists, as appropriate for the type of unit being filled, to tell applicants of the opportunity of new PBV units and explain how to get evaluated for CES placement at most once a year. Also, the AHA will need to gather and review the documentation from the owner.

This activity has not been discontinued and is not planned to be discontinued.

**ACTIVITY 2022-14: Project-Based Voucher Right Sizing**

Allow families who are under-housed to remain in smaller Project-Based Voucher units as long as the unit is not overcrowded if the under-housed family wishes to remain in the smaller unit. Any tenant who is underhoused when admitted into the program, after the 1-year initial lease period has expired, would have an opportunity to become "rightly housed" in a larger unit, if they so desired.

This would not apply to families that are over-housed (housed in a unit larger than the subsidy standards allow). Also, new admissions with a live-in aide would be eligible for a studio or 1-bedroom unit for occupancy.

The AHA is not applying this activity to over-housed families as these families are receiving a higher level of subsidy than the AHA's policy allows for and the AHA would like to assist as many families as possible at the appropriate level of assistance. The AHA would still require over-housed families to move to smaller units or change to a Housing Choice Voucher and find alternative housing.

Waive: 24 CFR 983.260 (a) (1); 24 CFR 983.260 (b) (1) (i); 24 CFR 983.260 (b) (2) (i)

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: Many of the units for senior families are studio or 1-bedroom units and a senior with a live-in aide is allowed a second bedroom under the AHA's subsidy standards. Project-based voucher families would be offered the ability to move to a larger Project-Based Voucher unit, if available or to receive a Housing Choice Voucher if the 1-year occupancy is met, but the family may elect to expand their housing choice by remaining in the unit that is smaller than the occupancy standard specifies.

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

**ACTIVITY 2022-14: Project-Based Voucher Right Sizing**

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types

Please select the family types subject to this MTW activity:

- Non-elderly, non-disabled families
- Elderly families
- Disabled families (to the extent those families are not exempt via a reasonable accommodation)
- Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

The implementation timeline for the initiative is:

Upon approval of MTW Supplement, approval of revised Administrative Plan and training of staff.

This MTW activity does require an impact analysis. Please see Right Sizing Impact Analysis.

This MTW activity does not require a hardship policy.

Comments received at the public hearing for the Agency-Specific waiver and the agency’s description of how the comments were considered will be inserted after public hearing.

Based on the Fiscal Year goals listed in the activity’s previous Fiscal Year’s narrative, provide a description about what has been accomplished or changed during the implementation.

At this time, AHA is waiting on HUD approval to begin implementing activity.

This activity has not been discontinued and is not planned to be discontinued.

<p><b>ACTIVITY 2023-01: Special Circumstance Admissions</b></p> <p>Families in units not meeting the family's need due to an approved Reasonable Accommodation or due to a situation protected under the Violence Against Women's Act, would be issued a voucher if one is available with funding without being placed on a wait list to transfer to a unit that meets the family's needs.</p> <p>This would allow tenants in Shelter Plus Care or Mod Rehab SRO participants to receive Housing Choice Vouchers for Reasonable Accommodation or under the Violence Against Women's Act without applying during a wait list opening and going through a random selection process.</p> <p>Waive: 24 CFR 982.202 (a)</p>
<p>This MTW activity serves the following statutory objectives:</p> <p><input type="checkbox"/> Cost effectiveness</p> <p><input type="checkbox"/> Self-sufficiency</p> <p><input checked="" type="checkbox"/> Housing Choice</p>
<p>This initiative achieves one or more of the 3 MTW above statutory objectives by: This activity would allow families in assisted units to find units through a different assistance program that meets their needs due to reasonable accommodation or VAWA without waiting on the Housing Choice Voucher wait list.</p>
<p>A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:</p> <p><input type="checkbox"/> to all assisted households</p> <p><input checked="" type="checkbox"/> only to a subset or subsets of assisted households</p>
<p>A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:</p> <p><input checked="" type="checkbox"/> New admissions (i.e., applicants) only</p> <p><input type="checkbox"/> Currently assisted households only</p> <p><input type="checkbox"/> New admissions and currently assisted households</p>
<p>A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:</p> <p><input type="checkbox"/> all family types</p> <p><input checked="" type="checkbox"/> only to selected family types</p> <p>Please select the family types subject to this MTW activity:</p> <p><input type="checkbox"/> Non-elderly, non-disabled families</p>



<b>ACTIVITY 2023-01: Special Circumstance Admissions</b>
<input type="checkbox"/> Elderly families <input checked="" type="checkbox"/> Disabled families (to the extent those families are not exempt via a reasonable accommodation) <input checked="" type="checkbox"/> Other – another specifically defined target population or populations. The description of this population is: families assisted under the Mod Rehab SRO program (women who are victims of domestic violence) and the Shelter Plus Care program.
<p>An MTW activity can apply to a tenant-based and or project-based voucher.</p> <input type="checkbox"/> The MTW activity applies to all tenant-based units. <input type="checkbox"/> The MTW activity applies to all properties with project-based vouchers. <input checked="" type="checkbox"/> The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is: Applicants
<p>This MTW activity has the following cost implications:</p> <input checked="" type="checkbox"/> Neutral <input type="checkbox"/> Increased revenue <input type="checkbox"/> Decreased revenue <input type="checkbox"/> Increased expenditures <input type="checkbox"/> Decreased expenditures
<p>The implementation timeline for the initiative is:</p> <p>Upon approval of MTW Supplement, approval of revised Administrative Plan and training of staff.</p>
<p>This MTW activity does require an impact analysis.</p>
<p>This MTW activity does not require a hardship policy.</p>
<p>Comments received at the public hearing for the Agency-Specific waiver and the agency’s description of how the comments were considered will be inserted after public hearing.</p>

**ACTIVITY 2023-02: Project-Based Voucher Contract Rent Increases**

All rent increases for Project-Based Voucher units would be increased once a year at the AHA’s fiscal year (effective July 1) rather than the contract’s anniversary date.

Any Faircloth to RAD PBV units would not be covered under this waiver.

Waive: 24 CFR 983.302 (b) (2)

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: Allows staff to bundle these rent increases once a year to efficiently determine rent reasonableness and ensure notice requirements were met in a timely manner rather than stagger rent increase determinations throughout the year.

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types

Please select the family types subject to this MTW activity:

- Non-elderly, non-disabled families
- Elderly families
- Disabled families (to the extent those families are not exempt via a reasonable accommodation)
- Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

**ACTIVITY 2023-02: Project-Based Voucher Contract Rent Increases**

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

The implementation timeline for the initiative is:  
July 1, 2024

This MTW activity does require an impact analysis.

This MTW activity does not require a hardship policy.

Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

**ACTIVITY 2023-03: Project-Based Voucher First Year Moves**

Allow Project-Based Voucher families to receive a Housing Choice Voucher within the first year of start of tenancy for Reasonable Accommodation or under the Violence Against Women’s Act or upon demonstration of good cause.

Good cause would be at the discretion of the Director of Housing Programs and could include, but is not limited to, a death in the unit, conflict with the landlord or neighbors or a change in the family’s circumstance that requires the family to relocate.

Waive: 24 CFR 983.261 (a); 42 USC § 1437f(o)(13)(E)(i) and 24 CFR 983.261(d).

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This initiative achieves one or more of the 3 MTW above statutory objectives by: Allows Project-Based Voucher families a housing choice that meets their needs outside of the portfolio during their first year of occupancy. Families in units not meeting the family’s needs due to an approved Reasonable Accommodation or due to a situation protected under the Violence Against Women’s Act, would be issued a voucher if one is available with funding without being placed on a wait list to transfer to a unit that meets the family’s needs.

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types

Please select the family types subject to this MTW activity:

- Non-elderly, non-disabled families
- Elderly families
- Disabled families (to the extent those families are not exempt via a reasonable accommodation)

**ACTIVITY 2023-03: Project-Based Voucher First Year Moves**

Other – another specifically defined target population or populations. The description of this population is:

An MTW activity can apply to a tenant-based and or project-based voucher.

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

This MTW activity has the following cost implications:

- Neutral
- Increased revenue
- Decreased revenue
- Increased expenditures
- Decreased expenditures

The implementation timeline for the initiative is:

Upon approval of MTW Supplement, approval of revised Administrative Plan and training of staff.

This MTW activity does require an impact analysis.

This MTW activity does not require a hardship policy.

Comments received at the public hearing for the Agency-Specific waiver and the agency's description of how the comments were considered will be inserted after public hearing.

**ACTIVITY 2023-05: Flexible Subsidy Standards in Project-Based Voucher Admissions**

The same subsidy standards as the Housing Choice Voucher will apply to the Project-Based Voucher program except in the following situations: 1) when other funding is tied to the unit; and 2) for larger units.

When PBV assistance is attached to units developed or rehabilitated with other state or locally administered affordable housing funds, the occupancy standards applicable to those other programs may differ from the subsidy standard used for the PBV program. This creates certain circumstances whereby a family of a particular size or composition, will qualify for a specific unit that was developed with Tax Credit (LIHTC) or HOME program funding, but is not eligible for PBV assistance in that same sized unit. In this case, the family may select to be housed under the standard HCV subsidy standard or may select a smaller unit than the HCV subsidy standard would allow if a smaller unit is available. The family may not select a unit that would lead to an over-crowded unit under the Housing Quality Standards.

AHA also may allow reasonable exceptions for a PBV program if the exception is justified by lack of eligible families to lease larger units (such as four-bedroom units or larger unit sizes). If the unit is being filled by owner referrals, the PBV owner must first contact the AHA to see if it has eligible families on a wait list. If the AHA cannot provide referrals with enough family members, then the PBV owner must certify that a diligent effort to conduct outreach and select eligible families to fill these unit sizes was made and no eligible families were found. This exception may allow the family size to be one less than the minimum number of persons for larger unit sizes. If the AHA does not have enough families on its wait lists for larger units, it must show that all families of the proper number of family members that applied during the last wait list opening were placed on the wait list for that unit size. If that has happened, then the AHA may also refer families for larger units that do not meet the HCV subsidy standards. These families should be pulled from the next smaller bedroom size on the same wait list. If there were larger families that applied during the last wait list opening that were not placed on the wait list, the AHA may decide to reopen the list or go back to the applicants who were not placed on the wait list and place them on the wait list. (The last wait list opening should be within the 3-years for the second option.)

Waive 24 CFR 982.402.

This MTW activity serves the following statutory objectives:

- Cost effectiveness
- Self-sufficiency
- Housing Choice

This MTW activity has the following cost implications:

- Neutral
- Increased revenue

**ACTIVITY 2023-05: Flexible Subsidy Standards in Project-Based Voucher Admissions**

- Decreased revenue
- Increased expenditures
- Decreased expenditures

A MTW activity may apply to all assisted households or only to a subset or subsets of assisted households by having a different policy by household status/family types/sites. This MTW activity applies:

- to all assisted households
- only to a subset or subsets of assisted households

**If previous questions is subset.**

A MTW activity can apply only to new admissions, only to currently assisted households, or to both new admissions and currently assisted households. This MTW activity applies to:

- New admissions (i.e., applicants) only
- Currently assisted households only
- New admissions and currently assisted households

**If above questions is subset.**

A MTW activity can apply to all family types or only selected family types. This MTW activity applies to:

- all family types
- only to selected family types

Please select the family types subject to this MTW activity:

- Non-elderly, non-disabled families
- Elderly families
- Disabled families (to the extent those families are not exempt via a reasonable accommodation)
- Other – another specifically defined target population or populations. The description of this population is:

**If above questions is subset.**

An MTW activity can apply to a tenant-based and or project-based voucher.

- The MTW activity applies to all tenant-based units.
- The MTW activity applies to all properties with project-based vouchers.
- The MTW activity applies to specific tenant-based units and/or properties with project-based vouchers. The description of which tenant-based units and/or properties with project-based vouchers that will participate in this MTW activity is:

This MTW activity does not require a Safe Harbor Waiver.

This MTW activity does not require a hardship policy.

This MTW activity does require an impact analysis.

The impact analysis does not apply to more than this MTW activity.

## **F. PUBLIC HOUSING OPERATING SUBSIDY GRANT REPORTING**

Not applicable as the Housing Authority of the City of Alameda does not have Public Housing.

## **G. MTW STATUTORY REQUIREMENTS**

### **G.1. 75% Very Low Income – Local, Non-Traditional.**

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### **G.2. Establishing Reasonable Rent Policy.**

Has the MTW agency established a rent reform policy to encourage employment and self-sufficiency?

Yes                       No

[If Yes]: please describe the MTW agency's plans for its future rent reform activity and the implementation time line.

The AHA implemented an alternative reexamination schedule (activity 2022-02) which encourages self-sufficiency by allowing families to retain income increases of less than \$10,000 between triennials. This activity was implemented on July 1, 2023, with a threshold of \$10,000 but to be consistent with HOTMA regulations this threshold is being revised to 10% will be implemented once the MTW Supplement is approved, the Administrative Plan is revised, and staff is trained.

Also, activity 2022-15 encourages self-sufficiency by allowing families to retain income increases from the GBI program. This activity would be implemented upon City implementation of their GBI program.

### **G.3. Substantially the Same (STS) – Local, Non-Traditional**

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### **G.4. Comparable Mix (by Family Size) – Local, Non-Traditional**

Not applicable as the Housing Authority of the City of Alameda does not have a local, non-traditional MTW activity.

### **G.5. Housing Quality Standards**

Certification is included in MTW Certifications of Compliance for HCV and local, non-traditional program.



## H. PUBLIC COMMENTS

H.1.

Please provide copy of all comments received by the public, Resident Advisory Board, and tenant associations.

These will be provided as received.

Please attach a narrative describing the MTW agency's analysis of the comments and any decisions made based on these comments.

These will be provided as available.

If applicable, was an additional public hearing held for an Agency-Specific Waiver and/or Safe Harbor waiver?  Yes  No

If yes, please attach the comments received along with the MTW agency's description of how comments were considered.

These will be attached as appropriate.

## I. EVALUATIONS

I.1. Please list any ongoing and completed evaluations of the MTW agency's MTW policies, that the PHA is aware of, including the information requested in the table below.

Does the PHA have an agency-sponsored evaluation?  Yes  No

## J. MTW CERTIFICATION OF COMPLIANCE

The MTW agency must execute the MTW Certifications of Compliance form and submit as part of the MTW Supplement submission to HUD.

Please see form HUD-50075-MTW for the certification form that will be executed prior to MTW Supplement submission.

## IMPACT ANALYSIS – ACTIVITY 2024-01 HAP Contracts Signed Up to 120 Days

**FACTOR 1:** Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

This activity should not have a significant impact on the agency's finances as the amount being paid for HAP does not change and the family's contribution to the rent would not change. There might be a slight decrease in costs associated with a reduction of duplicative staff efforts.

**FACTOR 2:** Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This activity would not impact the affordability of housing costs for affected families as the date when the HAP contract is signed does not change the calculation for the family's portion of the rent.

**FACTOR 3:** Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This activity would have no impact on the agency's waitlist.

**FACTOR 4:** Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This activity would not affect the agency's terminations rate of families.

**FACTOR 5:** Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This activity would not affect the agency's current occupancy level.

**FACTOR 6:** Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

This activity would meet the statutory goal of cost effectiveness as it would give all parties more time to sign the HAP contract thus decreasing any duplicative efforts by staff who may need to create a new HAP contract if the owner signs a revised lease to delay the effective date to meet the 60-day requirement. During lease-ups of large complexes where multiple participants are housed, this would allow the landlord to concentrate on leasing and then sending the contracts once the major lease-up is complete.

**FACTOR 7: Impact on the agency's ability to meet the MTW statutory requirements**

**a) Very Low-Income Requirement**

The AHA will be able to meet this requirement since this activity does not pertain to the very low-income requirement of new admissions.

**b) Reasonable Rent Policy**

The AHA will be able to meet this requirement since this activity would not have an effect on the family's calculation of total tenant payment.

**c) Substantially the Same Requirement**

The AHA will be able to meet this requirement since this activity does not affect the total number of households housed.

**d) Comparable Mix Requirement**

The AHA will be able to meet this requirement since this activity does not affect family size.

**e) Housing Quality Standards (HQS)**

The AHA will be able to meet this requirement since this activity would not affect the HQS and all units will be expected to be upkept in accordance with HQS.

**FACTOR 8: Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

This activity would not cause a hardship to the families and as such a hardship request is not needed for this activity. Owners cannot evict for non-payment of HAP. If the owner returns the lease and HAP contract timely, the AHA will pay promptly.

**FACTOR 9: Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This activity would not have an impact on any of the protected classes as this activity would apply to all families regardless of their protected class status.

## IMPACT ANALYSIS – ACTIVITY 2024-02 Initial Paperwork Good For Up to 210 Days

**FACTOR 1:** Impact on the agency's finances (e.g., how much will the activity cost, any change in the agency's per family contribution)

This activity should not have a significant impact on the agency's finances as the amount being paid for HAP does not change and the family's contribution to the rent would not change. There might be a slight decrease in costs associated with a reduction of duplicative staff efforts to obtain updated verifications during the 180 day voucher issuance period.

**FACTOR 2:** Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This activity would not impact the affordability of housing costs for affected families as in most cases, the paperwork received after the current 120 days contains the same income as the original documents, so the period for which a family's initial paperwork is valid does not in most cases change the calculation for the family's portion of the rent.

**FACTOR 3:** Impact on the agency's waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This activity would not directly affect the agency's waitlist as verification does not begin until a family is selected for eligibility determination.

**FACTOR 4:** Impact on the agency's termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This activity would not affect the agency's terminations rate of families.

**FACTOR 5:** Impact on the agency's current occupancy level in public housing and utilization rate in the HCV program

This activity would not affect the agency's current occupancy level.

**FACTOR 6:** Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

This activity would meet the statutory goal of cost effectiveness as it would extend the period for which a family's initial paperwork is valid for thus decreasing duplicative efforts by staff who would need to communicate with future participants and receive new paperwork with the same or similar information while the family searches with a voucher that is issued for 180 days. This activity would ensure that staff must have current verifications

when the voucher is issued and the family would not face uncertainty with a second rent calculation required 2/3 of the way through the issuance period.

**FACTOR 7: Impact on the agency's ability to meet the MTW statutory requirements**

a) Very Low-Income Requirement

The AHA will be able to meet this requirement since this activity does not affect the very low-income requirement of new admissions.

b) Reasonable Rent Policy

The AHA will be able to meet this requirement since this activity would not have an effect on the family's calculation of total tenant payment.

c) Substantially the Same Requirement

The AHA will be able to meet this requirement since this activity does not affect the total number of households housed.

d) Comparable Mix Requirement

The AHA will be able to meet this requirement since this activity does not affect family size.

e) Housing Quality Standards (HQS)

The AHA will be able to meet this requirement since this activity would not affect the HQS and all units will be expected to be upkept in accordance with HQS.

**FACTOR 8: Impact on the rate of hardship requests and the number granted and denied as a result of this activity**

This activity would not cause a hardship to the families and as such a hardship request is not needed for this activity.

**FACTOR 9: Across the other factors above, the impact on protected classes (and any associated disparate impact)**

This activity would not have an impact on any of the protected classes as this activity would apply to all families regardless of their protected class status.

## IMPACT ANALYSIS – ACTIVITY 2024-03 Include Internet in Utility Allowance

**FACTOR 1:** Impact on the agency’s finances (e.g., how much will the activity cost, any change in the agency’s per family contribution)

This activity will significantly increase the agency’s finances. On average the internet costs \$50 in Alameda and with approximately 1600 households who fall under MTW, this could mean an increase of up to \$80,000/month.

**FACTOR 2:** Impact on affordability of housing costs for affected families (e.g., any change in how much affected families will pay towards their housing costs)

This activity would make housing more affordable for affected families as it could potentially decrease their portion of the rent by about \$50/month.

**FACTOR 3:** Impact on the agency’s waitlist(s) (e.g., any change in the amount of time families are on the waitlist)

This activity would not affect the agency’s waitlist.

**FACTOR 4:** Impact on the agency’s termination rate of families (e.g., any change in the rate at which families non-voluntarily lose assistance from the agency)

This activity would not affect the agency’s termination rate of families.

**FACTOR 5:** Impact on the agency’s current occupancy level in public housing and utilization rate in the HCV program

This activity would not affect the agency’s current occupancy level.

**FACTOR 6:** Impact on meeting the MTW statutory goals of cost effectiveness, self-sufficiency, and/or housing choice

This activity would meet the MTW statutory goal of self-sufficiency as it would decrease the tenant portion of rent and allow families to use this additional income for other necessities.

**FACTOR 7:** Impact on the agency’s ability to meet the MTW statutory requirements

a) Very Low-Income Requirement

The AHA will be able to meet this requirement since this activity does not affect the very low-income requirement of new admissions.

b) Reasonable Rent Policy

This AHA will be able to meet this requirement since activity decreases the family's portion of rent.

c) Substantially the Same Requirement

The AHA will be able to meet this requirement since this activity does not affect the total number of households housed.

d) Comparable Mix Requirement

The AHA will be able to meet this requirement since this activity does not affect family size.

e) Housing Quality Standards (HQS)

The AHA will be able to meet this requirement since this activity would not affect the HQS and all units will be expected to be upkept in accordance with HQS.

**FACTOR 8:** Impact on the rate of hardship requests and the number granted and denied as a result of this activity

This activity would not cause a hardship to the families and as such a hardship request is not needed for this activity.

**FACTOR 9:** Across the other factors above, the impact on protected classes (and any associated disparate impact)

This activity would not have an impact on any of the protected classes as this activity would apply to all families regardless of their protected class status.



**PHONE:** (510) 747-4300  
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**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Paris Howze, Project Manager

Date: February 21, 2024

Re: Accept the Monthly Development Report for Linnet Corner and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner

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## **BACKGROUND**

Linnet Corner, also referred to as North Housing Senior Apartments, is the proposed new construction of a single, four (4) story residential building, with 64 units. The 64 units will include 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be one two-bedroom dedicated as a manager's unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, dedicated property management and service provider offices, shared parking, a laundry room, a resident garden, and a roof terrace.

The Housing 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 project is expected to close construction financing on February 29, 2024.

Please see previous Board reports for project details before this month's update.

## **DISCUSSION**

### Permit

The City of Alameda issued the project's building permit on February 1, 2024.

### January 2024 Actions

In January 2024, the Board adopted Resolution No.1067 authorizing the ground lease, cash loans, and approving the financing structure for Linnet Corner. Staff are working with lenders and investors for all the underwriting and due diligence approvals





necessary to close construction financing on or around February 29, 2024. The TCAC and CDLAC readiness deadline is March 4, 2024, and staff is seeking a five (5)-day hardship extension for an updated readiness deadline of March 11, 2024, due to the change in permanent lender which is required to deliver the needed permanent mortgage with more favorable terms. The permanent lender will be California Community Reinvestment Corporation (CCRC). CCRC is a financial partner with ICD at Littlejohn Commons and is a well-recognized transaction partner in the affordable community. Updated sources are included as an attachment.

#### Ground Lease Structure

The Partnership will serve as the owner of the improvements and AHA will remain as the owner and lessor of the land; the Board approved an option to ground lease the property. To meet investor requirements, the ground lease will be structured as an operating lease with an appraised restricted value of \$1,540,000 with 4.25% of that to be annual soft rent accruing at the Applicable Federal Rate (AFR). There may be a hard annual payment of up to \$15,000, and any unpaid rent due will be subject to net cash flow with a lease term of at least 99 years. Staff are working with all lenders to confirm the structure is amenable to all parties and can be supported by the project.

#### Timing on the State of California Funds

Linnet Corner received state financing from the Department of Housing and Community Development (HCD) in Multifamily Housing Program Funds (MHP), Veterans and Homelessness Prevention Program (VHHP) Funds, and Infill Infrastructure Grant (IIG) Funds for a total commitment of \$20,635,312. Only the IIG funds will be available during construction. Additionally, per the 2022 Reserve policy, AHA provided a \$2,438,000 commitment to the project which was matched by an award of \$1,000,000 in HCD Local Housing Trust Funds for a total commitment of \$3,438,000 through the Alameda Affordable Housing Trust Fund (AAHTF), which is administered by the Alameda Affordable Housing Corporation (AAHC). AAHC has already made the \$2.4 million funding available as a pre-development loan. It is expected that final approval to utilize the Local Housing Trust Funds will not be available until June 2024. Thus, the project will continue to rely on the unsecured pre-development loan from AAHC until it can convert to the permanent AAHTF loan of \$3.4 million.

#### Unchanged Deal Terms

A sole member LLC (ICD Mabuhay LLC) serves as the general partner of the tax credit partnership, Mabuhay and Lakehurst LP (Partnership). Island City Development is the sole member of the general partner LLC. AHA is the initial limited partner and will be replaced by Enterprise as the investor. Project financing for Linnet Corner includes investor equity through the sale of 4% Low Income Housing Tax Credits. Additionally, the project received \$945,000 from the Federal Home Loan Bank of San Francisco (FHLB) in Affordable Housing Program (AHP) funds. Financing also includes General Partner Equity, projected contribution of \$301,000 in developer fee, and an estimated deferred developer fee of \$1,500,000. The Partnership and the Housing Authority executed the Agreement to Enter into a Housing Assistance Payment Contract (AHAP) in October 2023 for 40 of the 64 total units. There are no updates on the operation

terms for this development.

The Housing Development Department Report on this agenda discusses ongoing guarantees. AHA will be required to provide construction completion, tax credit delivery, and operating guarantees, along with ICD, for the life of the permanent mortgage and through the 15-year initial tax credit compliance period. The financial guarantees will be reflected in AHA’s financial statements as “contingent liabilities”. The construction guarantee will be released at construction completion and conversion to permanent financing.

**FISCAL IMPACT**

The Board previously authorized a pre-development loan to ICD of \$10,000,000 for costs associated with master planning, carrying costs, demolition, and redevelopment work for Block A of the North Housing project, which includes 155 units of permanent supportive and senior housing, including the Linnet Corner project. Funds are disbursed to ICD on an as-needed basis. This pre-development loan will be separated into four parts, for the three projects at Block A, and the remainder of North Housing. For the Block A projects, the pre-development loan will convert into the expected permanent financing that have been approved by the Board.

Please refer to the attached chart summarizing pre-development expenses through January 31, 2024 (Attachment 1).

The Board previously approved a permanent loan of \$2,438,000 in AAHTF funds for the project.

**CEQA**

Not applicable.

**RECOMMENDATION**

Accept the Monthly Development Report for Linnet Corner and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner

**ATTACHMENTS**

- 1. North Housing Expenses Chart Through January 31, 2024
- 2. Linnet Corner - Updated Proposed Sources
- 3. Linnet Corner - Summary of Resolution Revisions
- 4. Linnet Corner - Authorizing Resolution No. 1068
- 5. Linnet Corner - Authorizing Resolution - Redline 1067 vs. 1068

Respectfully submitted,



Paris Howze, Project Manager

North Housing Block A Predevelopment Expenses Chart Through January 31, 2024

North Housing Block A	Total
The Estuary I - 45 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs), \$1,958,598 has been reclass to permanent sources at loan closing. The remaining costs will be reclass by the next construction loan draw.	\$71,330
The Estuary II - 46 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,209,665
Linnet Corner - 64 units (includes predevelopment, pro rata shares of master plan, demolition, and land carrying costs)	\$1,502,340
Grand Total	\$2,783,335
Anticipated Soil Stabilization Costs	\$5,003,993
Predevelopment Funds Remaining	\$254,074

North Housing	Total
Remaining Nine (9) Acre Land Carrying Costs and Site Predevelopment (includes master planning and demolition) *Shown for informational purposes only	\$4,000,000

# Updated Proposed Sources

	Total Development Cost	\$53,693,260 (~\$838,957 PU)
CCRC - Tax-Exempt Perm Loan		\$4,235,900
HCD - MHP		\$13,474,995
HCD - VHHP		\$4,867,201
HCD – IIG (via Sponsor Loan)		\$2,293,116
FHLSB – AHP (via Bank of Marin)		\$945,000
AAHC – AHHTF & LHTF		\$3,438,000
Deferred Developer Fee		\$1,512,087
Sponsor Loan		\$300,000
GP Equity		\$1,000
Tax Credit Equity – Federal		\$22,625,961



**Linnet Corner (NH Senior Housing) | City of Alameda, Alameda County, CA**



Housing Authority  
of the  
City of Alameda



Housing Authority  
of the  
City of Alameda

[www.alamedahsg.org](http://www.alamedahsg.org)

# Resolution Updates

- Updated permanent lender to reflect California Community Reinvestment Corporation (CCRC) as the new permanent lender replacing Bank of America
- Updated resolution to include taxable tail amount which was always part of the financing structure but not previously detailed within prior resolution

# RECOMMENDATION

- **Accept the Monthly Update and Adopt the Authorizing Resolution No. 1068 for the Ground Lease and Cash Loans and Approve the Financing and Ownership Structure for Linnet Corner**



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HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No.1068*

**Linnet Corner (North Housing Seniors)**

**WHEREAS**, the Housing Authority of the City of Alameda (the “**Housing Authority**”) is the owner of that certain land located at 2000 Lakehurst Circle in the City of Alameda (the “**Land**”), which is commonly referred to as Linnet Corner (North Housing Seniors).

**WHEREAS**, Island City Development, a California nonprofit public benefit corporation (“**ICD**”) ICD has formed and is the sole member and manager of ICD Mabuhay LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Mabuhay and Lakehurst LP, a California limited partnership (the “**Partnership**”), with the Housing Authority as the initial sole limited partner of the Partnership.

**WHEREAS**, the Housing Authority and the Partnership are parties to that certain Option Agreement effective as of November 17, 2021, between the Housing Authority and ICD, as assigned pursuant to that certain Assignment of Option Agreement dated January 1, 2023, between ICD and the Partnership (as assigned, the “**Option Agreement**”) with respect to the Land.

**WHEREAS**, the Housing Authority intends to record an “**Affordable Housing Agreement**” against the Land prior to entering into the Ground Lease (as defined below). The form of such agreement was approved by the Board on October 18, 2017.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority, as lessor, to enter into a ground lease and memorandum of ground lease with the Partnership as lessee, with respect to the Land for a term of 99 years, and upon such terms and conditions as deemed necessary or appropriate by an officer of the Housing Authority (the “**Ground Lease**”).

**WHEREAS**, the Partnership intends to acquire, rehabilitate, construct, own and operate 64 units of affordable housing (including 1 manager’s unit) on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”).

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority to obtain a loan from Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender of Affordable Housing Program funds in an amount not to exceed \$945,000 (the “**AHP Funding Loan**”) and to lend the proceeds thereof to the Partnership.

**WHEREAS**, the Board of Commissioners (the “**Board**”) of the Housing Authority deems it to be in the best interests of the Housing Authority to assist in the acquisition, rehabilitation, construction and development of the Project by the Partnership by: (i) withdrawing as limited partner from the Partnership and facilitating the admission of an affiliate of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”) as a 99.99% limited partner in the Partnership in exchange for capital contributions to the Partnership of approximately \$22,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”).

**WHEREAS**, the Partnership intends to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan (the “**Senior Loan**”), from California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (“**Governmental Lender**”), in the approximate tax-exempt amount of \$27,184,366 and in the approximate taxable amount of \$4,583,222, which Senior Loan is anticipated to convert to a nonrecourse permanent loan in the approximate amount of \$4,300,000 following stabilization of the Project and certain other conditions. The Senior Loan is anticipated to be funded by the proceeds of a loan (the “**Funding Loan**”) made to Governmental Lender from Bank of America, N.A., a national banking association (in such capacity, the “**Initial Funding Lender**”), in the approximate tax-exempt amount of \$27,184,366 and in the approximate taxable amount of \$4,583,222, which Funding Loan is anticipated to be secured by an assignment of Governmental Lender’s rights, title, and interests in and to the Senior Loan, and which Funding Loan is anticipated to be purchased by California Community Reinvestment Corporation or another permanent lender (in such capacity, the “**Permanent Funding Lender**”) in the approximate amount of \$4,300,000, in connection with the conversion of the Senior Loan.

(b) A loan from the California Department of Housing and Community Development (“**HCD**”) of MGP funds in an amount not to exceed \$13,474,995.

(c) A loan from HCD of VHHP funds in an amount not to exceed \$4,867,201.

(d) A loan from ICD of HCD IIG grant funds in an amount not to exceed \$2,293,116.

(e) A loan from Alameda Affordable Housing Corporation of Local Housing Trust Fund Program funds from HCD and matching funds in an aggregate amount not to exceed \$3,438,000.

(f) A loan from the Housing Authority of the proceeds of the AHP Funding Loan; alternatively, the Partnership may borrow such funds directly from Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority for the Housing Authority to enter into interest rate swaps, caps, collars, floors (including any option), amendments or supplements thereto, and assignments or terminations thereof, from time to time to hedge or otherwise manage interest rate exposure in relation to assets or liabilities of the Housing Authority (collectively, the “**Swap Documents**”).

**WHEREAS**, as a condition of the AHP Funding Loan, the Secured Financings and the Syndication, the lenders and the Investor may require that the Housing Authority (a) guaranty the payment and performance by ICD, the Partnership, and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign the Housing Authority’s interest in any fees from the Partnership as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and/or (c) provide the Housing Authority’s fee interest in the Land as security for the Secured Financings (the “**Deeds of Trust**”), and the Board deems it to be in the best interests of the Housing Authority to make and enter into the Guaranties, Security Assignments and Deeds of Trust.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements (with the Housing Authority as developer), sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”).

**WHEREAS**, the Board deems it to be in the best interest of the Housing Authority to enter into condominium documents and related association documents, to grant any easement and/or a dedication of a portion of the Project, as may be necessary, to the City and/or the County of Alameda, or other public body, and to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”).

**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 (owner and lender policies) for the Project and for any waiver of entitlement or similar fees (collectively, the “**Title Documents**”).

**WHEREAS**, the Housing Authority has approved a housing assistance payments contract to be entered into with the Partnership, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance (collectively, the **“HAP 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. Affordable Housing Agreement;
2. Ground Lease;
3. AHP Funding Loan;
4. Partnership Agreement, the Guaranty Agreement and the Syndication;
5. Secured Financings;
6. Swap Documents;
7. Guaranties, Security Assignments and Deeds of Trusts;
8. Project Documents;
9. Entitlement Documents;
10. Title Documents;
11. HAP Documents; and
12. Such other documents, agreements and contracts 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 the Executive Director, or her designee 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, or her designee, are hereby further authorized and directed to take such further actions including financial changes up to a limit of \$1,500,000 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

\_\_\_\_\_  
Carly Grob, Chair  
Board of Commissioners

Adopted:

\_\_\_\_\_  
Date

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

*Resolution No. ~~1067~~. \_\_\_\_\_*

**Linnet Corner (North Housing Seniors)**

**WHEREAS**, the Housing Authority of the City of Alameda (the “**Housing Authority**”) is the owner of that certain land located at 2000 Lakehurst Circle in the City of Alameda (the “**Land**”), which is commonly referred to as Linnet Corner (North Housing Seniors).

**WHEREAS**, Island City Development, a California nonprofit public benefit corporation (“**ICD**”) ICD has formed and is the sole member and manager of ICD Mabuhay LLC, a California limited liability company (the “**LLC**”), and the LLC has formed and is the sole general partner of Mabuhay and Lakehurst LP, a California limited partnership (the “**Partnership**”), with the Housing Authority as the initial sole limited partner of the Partnership.

**WHEREAS**, the Housing Authority and the Partnership are parties to that certain Option Agreement effective as of November 17, 2021, between the Housing Authority and ICD, as assigned pursuant to that certain Assignment of Option Agreement dated January 1, 2023, between ICD and the Partnership (as assigned, the “**Option Agreement**”) with respect to the Land.

**WHEREAS**, the Housing Authority intends to record an “**Affordable Housing Agreement**” against the Land prior to entering into the Ground Lease (as defined below). The form of such agreement was approved by the Board on October 18, 2017.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority, as lessor, to enter into a ground lease and memorandum of ground lease with the Partnership as lessee, with respect to the Land for a term of 99 years, and upon such terms and conditions as deemed necessary or appropriate by an officer of the Housing Authority (the “**Ground Lease**”).

**WHEREAS**, the Partnership intends to acquire, rehabilitate, construct, own and operate 64 units of affordable housing (including 1 manager’s unit) on the Land (the Partnership’s leasehold interest in the Land and fee interest in the improvements, including the affordable housing, now or hereafter located thereon is collectively referred to herein as the “**Project**”).

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority to obtain a loan from Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender of Affordable Housing Program funds in an amount not to exceed \$945,000 (the “**AHP Funding Loan**”) and to lend the proceeds thereof to the Partnership.

**WHEREAS**, the Board of Commissioners (the “**Board**”) of the Housing Authority deems it to be in the best interests of the Housing Authority to assist in the acquisition, rehabilitation, construction and development of the Project by the Partnership by: (i) withdrawing as limited partner from the Partnership and facilitating the admission of an affiliate of Enterprise Housing Credit Investments, LLC, as nominee, or a substitute investor (“**Investor**”) as a 99.99% limited partner in the Partnership in exchange for capital contributions to the Partnership of approximately \$22,000,000, (ii) amending and restating the agreement of limited partnership of the Partnership (the “**Partnership Agreement**”) to provide for such other matters as may be required by the Investor, and (iii) entering into the Guaranty Agreement (the “**Guaranty Agreement**”) for the benefit of the Partnership and the Investor (collectively, the “**Syndication**”).

**WHEREAS**, the Partnership intends to obtain the following financings for the Project, which will be secured by liens on the Project (“**Secured Financings**”):

(a) A recourse construction loan (the “**Senior Tax-Exempt Loan**”), from California Municipal Finance Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California (“**Governmental Lender**”), in the approximate tax-exempt amount of \$27,184,366 and in the approximate taxable amount of \$4,583,222, which Senior ~~Tax-Exempt~~ Loan is anticipated to convert to a nonrecourse permanent loan in the approximate amount of \$4,300,000 following stabilization of the Project and certain other conditions. The Senior ~~Tax-Exempt~~ Loan is anticipated to be funded by the proceeds of a loan (the “**Funding Loan**”) made to Governmental Lender from Bank of America, N.A., a national banking association (in such capacity, the “**Initial Funding Lender**”), in the approximate tax-exempt amount of \$27,184,366 and in the approximate taxable amount of \$4,583,222, which Funding Loan is anticipated to be secured by an assignment of Governmental Lender’s rights, title, and interests in and to the Senior ~~Tax-Exempt~~ Loan, and which Funding Loan is anticipated to be purchased under a by California Community Reinvestment Corporation or another permanent lender (in such capacity, the “**Permanent Funding Lender**”) in the approximate amount of \$4,300,000, in connection with the conversion of the Senior ~~Tax-Exempt~~ Loan.

(b) A loan from the California Department of Housing and Community Development (“**HCD**”) of MGP funds in an amount not to exceed \$13,474,995.

(c) A loan from HCD of VHHP funds in an amount not to exceed \$4,867,201.

(d) A loan from ICD of HCD IIG grant funds in an amount not to exceed \$2,293,116.

(e) A loan from Alameda Affordable Housing Corporation of Local Housing Trust Fund Program funds from HCD and matching funds in an aggregate amount not to exceed \$3,438,000.

(f) A loan from the Housing Authority of the proceeds of the AHP Funding Loan; alternatively, the Partnership may borrow such funds directly from Bank of Marin, Bank of America, N.A. a national banking association, or another bank or lender.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority for the Housing Authority to enter into interest rate swaps, caps, collars, floors (including any option), amendments or supplements thereto, and assignments or terminations thereof, from time to time to hedge or otherwise manage interest rate exposure in relation to assets or liabilities of the Housing Authority (collectively, the “**Swap Documents**”).

**WHEREAS**, as a condition of the AHP Funding Loan, the Secured Financings and the Syndication, the lenders and the Investor may require that the Housing Authority (a) guaranty the payment and performance by ICD, the Partnership, and/or the LLC of their obligations under the documents evidencing and securing the Secured Financings and the Syndication, and guaranty timely lien-free completion of the Project and make certain indemnities (the “**Guaranties**”), and/or (b) assign the Housing Authority’s interest in any fees from the Partnership as security for the Secured Financings and the Syndication (the “**Security Assignments**”), and/or (c) provide the Housing Authority’s fee interest in the Land as security for the Secured Financings (the “**Deeds of Trust**”), and the Board deems it to be in the best interests of the Housing Authority to make and enter into the Guaranties, Security Assignments and Deeds of Trust.

**WHEREAS**, the Board deems it to be in the best interests of the Housing Authority to execute and deliver any and all documents or agreements necessary or advisable for the acquisition, development, financing, construction, rehabilitation, management, operation and maintenance of the Project, including, but not limited to, all grant deeds, deeds of trust, UCC financing statements, regulatory agreements, assignments of rents, leases, income and profits, general assignments, construction contracts, architect agreements, grant agreements, development agreements (with the Housing Authority as developer), sub-development agreements, management agreements, service contracts, housing assistance payments contracts and similar or related agreements for housing subsidies, and any other types of agreements (collectively, the “**Project Documents**”).

**WHEREAS**, the Board deems it to be in the best interest of the Housing Authority to enter into condominium documents and related association documents, to grant any easement and/or a dedication of a portion of the Project, as may be necessary, to the City and/or the County of Alameda, or other public body, and to execute such documents and to perform such actions as may be required in order to obtain all necessary and appropriate entitlements, permits and any other authorization for the acquisition, development, management or operation of the Project and for any waiver of entitlement or similar fees (collectively, the “**Entitlement Documents**”).

**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 (owner and lender policies) for the Project and for any waiver of entitlement or similar fees (collectively, the “**Title Documents**”).



**WHEREAS**, the Housing Authority has approved a housing assistance payments contract to be entered into with the Partnership, an agreement to enter into a housing assistance payments contract, or such other agreement or document in connection with a project-based voucher assistance (collectively, the “**HAP 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. Affordable Housing Agreement;
2. Ground Lease;
3. AHP Funding Loan;
4. Partnership Agreement, the Guaranty Agreement and the Syndication;
5. Secured Financings;
6. Swap Documents;
7. Guaranties, Security Assignments and Deeds of Trusts;
8. Project Documents;
9. Entitlement Documents;
10. Title Documents;
11. HAP Documents; and
12. Such other documents, agreements and contracts 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 the Executive Director, or her designee 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, or her designee, are hereby further authorized and directed to take such further actions including financial changes up to a limit of \$1,500,000 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

\_\_\_\_\_  
Carly Grob, Chair  
Board of Commissioners

Adopted:

\_\_\_\_\_  
Date



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Jenny Wong, Senior Project Manager

Date: February 21, 2024

Re: Accept the Quarterly Development Report; Approve a \$2,100,000 Predevelopment Loan and 20 year Option to Ground Lease to Island City Development; Authorize the Executive Director or Designee to Negotiate and Execute the Predevelopment Loan and Option Agreement for The Poplar (2615 Eagle Avenue).

---

## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue for \$2,500,000 in March 2022 to develop the site as affordable housing. AHA anticipates that the site will serve 40-50 families, with up to 25% supportive housing units if required by funding sources. The development will have a preference for Alameda Unified School District (AUSD) staff, as well as a live/work preference for Alamedans.

In December 2023, the Board agreed to enter into a \$3.4 million pre-development loan from Capital Impact Partners to fund the acquisition and pre-development of this site for up to four years.

## **DISCUSSION**

### Funding

AHA has received approximately \$3 million from the City of Alameda redevelopment funding for this development. The redevelopment funding is available on a reimbursement basis and will remain as permanent financing to the development.

In October 2021, the Board approved a Reserve Policy commitment for site acquisition costs. The funds have been utilized and subsequently repaid by the Capital Impact redevelopment loan.

In May 2022, the Board approved an option to ground lease to Island City Development (ICD) which expired in December 2023. A draft of the new Option Agreement is attached. The terms will remain the same except for the expiration date will be the end



of February 2044. Additionally, the Board approved a short-term commitment of \$500,000 with the ability to loan up to \$4,400,000, if funds were not used for other developments. Please see agenda item 10I Quarterly Overview Report for the Housing Development Department for an overview of the 2023 Reserve Policy.

Staff requests that the Board approve a \$2,100,000 pre-development loan to ICD sourced from the \$4,400,000 permanent commitment to be used for project costs to reach readiness for financing applications. The proceeds will be spent on entitlement activities, studies, and drawings up to 50% completion. A detailed pre-development budget is attached and shows the uses of the Capital Impact pre-development loan, as well as AHA funds. It is anticipated that the AHA pre-development loan will be reimbursed by permanent commitments available for use during pre-development and any outstanding balance to be reimbursed or rolled into permanent commitments once the project begins construction.

The table below summarizes the previous actions by the Board for pre-development and permanent commitments to The Poplar (formerly Tilden Commons).

<b>AHA Predevelopment and Permanent Commitments to The Poplar – Previous Actions</b>			
Date	Action	Follow up	Current AHA commitment
10/2021 Reserve Policy Commitment	Site purchase for \$2.5 million using AHA funds.	Property purchased March 2022. Funds repaid by other pre-development sources.	\$0
5/2022 Reserve Policy Commitment	\$500,000, with a spring back up to \$4.4 million. Option to ground lease.	\$500,000 not utilized.	Up to \$4.4 million available for <u>permanent</u> financing. ICD requesting use of up to \$2.1 million of this for pre-development (2/2024).

Design and Permit

The development will not require CEQA review and is zoned for the planned use. The site will have to submit drawings for a ministerial design review process on objective design standards, and for offsite public works approvals.

Procurement

Staff has begun procurement for the architect, civil engineer, demolition and abatement,

and environmental consultant.

#### Community Outreach

A press release was issued after escrow closed and a quarterly newsletter regarding all pipeline developments is posted on the AHA website. Staff anticipates holding community outreach meetings in 2024.

#### Environmental Mitigation

The property was formerly used as a maintenance and storage yard by AUSD to facilitate their daily operations. Additional testing will be required to assess the full extent of the residual impacts in order to determine the appropriate plan for mitigation and/or remediation.

Staff submitted a grant application for Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields in October 2023. ECRG awards are anticipated to be announced in late February 2024. If awarded grant funds, staff anticipates conducting additional site testing this spring 2024.

#### **FISCAL IMPACT**

The current Reserve Policy commitment is zero. The City redevelopment funding, Capital Impact predevelopment loan, and potential ECRG grant are all available on a reimbursement basis. The project needs access to capital to move the project forward and demonstrate that costs have been expended for outside sources of funding to be disbursed. This request is for a \$2,100,000 predevelopment loan for upfront costs associated with design, demolition, entitlement and permitting, environmental testing and mitigation, and any additional fees and carrying costs. It is anticipated that the AHA predevelopment loan will be reimbursed or may be rolled into a permanent commitment as the project begins construction.

The Capital Impact loan provides up to \$3,337,000 in predevelopment funding to replenish the funds previously used by AHA on site due diligence and acquisition, and to be used on future work to prepare the site for the new development. \$691,543.56 in Capital Impact loan proceeds are remaining as of January 31, 2024.

Please refer to the attached predevelopment budget summarizing the sources and uses for the project through financing readiness and remaining loan proceeds (Attachment 1).

#### **CEQA**

Not applicable.

#### **RECOMMENDATION**

Accept the Quarterly Development Report; Approve a \$2,100,000 Predevelopment Loan and 20 year Option to Ground Lease to Island City Development; Authorize the Executive Director or Designee to Negotiate and Execute the Predevelopment Loan and

Option Agreement for The Poplar (2615 Eagle Avenue).

**ATTACHMENTS**

- 1. Att1\_The Poplar Predevelopment Budget
- 2. Att2\_The Poplar Ground Lease Option Agreement

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jenny', is positioned below the text 'Respectfully submitted,'.

Jenny Wong, Senior Project Manager

**The Poplar – Predevelopment Budget**

Uses	Costs	AHA Loan	Capital Impact Loan
Acquisition	\$2,500,000	\$0	\$2,500,000
Carrying Costs	\$733,700	\$343,700	\$0
Design Consultants	\$800,000	\$229,960	\$570,040
Entitlements & Permitting	\$175,000	\$175,000	\$0
LIHTC and Financing Fees	\$446,960	\$180,000	\$266,960
Environmental Costs	\$600,000	\$600,000	\$0
<u>Contingency</u>	<u>\$181,340</u>	<u>\$181,340</u>	<u>\$0</u>
Total	\$5,437,000	\$2,100,000	\$3,337,000

	AHA Loan	Capital Impact Loan
Amount Expensed through January 31, 2024		\$2,645,456.44
Remaining Loan Available		\$691,543.56

## OPTION AGREEMENT

THIS OPTION AGREEMENT (this “**Agreement**”) is effective as of March 1, 2024, 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 2615 Eagle Avenue further described in Exhibit A attached hereto and incorporated herein by reference (the “**Land**”). The site currently includes 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, 2044 (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

### Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

#### PARCEL 1:

Commencing at a point on the Northeasterly line of Eagle Avenue, distant thereon Southeasterly 140 feet, 3 inches from the point of intersection thereof with the Southeasterly line of Broadway, said point being the intersection of said line of Eagle Avenue, with the Northwesterly line of land conveyed by Charles D. Bates to Mary Tregloan, wife of John Tregloan, by Deed Dated August 2nd, 1880, and Recorded August 10th, 1880 in Liber 206 of Deeds, at Page 65, Alameda County Records, running thence Southeasterly along said line of Eagle Avenue, 126.57 feet; more or less, to the Northwesterly line of land conveyed by Julia Frothingham to Elisa Kelly, by Deed dated December 28th, 1906, and recorded July 27th, 1908, in Liber 1476 of Deeds, at Page 411, Alameda County Records; thence Northeasterly along said last named line 294, feet more or less, to the Southerly line of land conveyed by John R. Tregloan to Southern Pacific Company, a corporation, by Deed dated October 1st, 1909 and Recorded October 2nd 1909, in Liber 1616 of Deeds, at Page 459, Alameda County Records, thence Westerly along said last named line, 164 feet, 2 in more or less, to a point on the Northwesterly line of land conveyed by Charles D. Bates to Mary Tregloan as aforesaid, distant 192.35 feet Northeasterly measured at right angle from the Northeasterly line of Eagle Avenue, through the point of beginning. Thence Southwesterly along said Northwesterly line of land conveyed to Mary Tregloan, 192.35 feet, to the point of commencement,

#### PARCEL 2:

Commencing at the intersection of the Northeasterly line of Eagle Avenue with the Southeasterly line of the Pancoast Tract as said line and avenue are shown on "Plat of the Pancoast Tract, Alameda", Recorded May 13, 1876 at Page 2, in Map Book 4 of Official Records of Alameda County, said intersection being also the most Southerly corner of the parcel of land described in Deed from Lovinah B. Jones and George C. Jones, her husband, to the Southern Pacific Company, Recorded February 23, 1907 at Page 17, in Book 1340 of Deeds, Alameda County Records;

Thence along the Southeasterly of last said parcel of land North 34° 23' 02" East 192.50 feet to a point on the South line of Tilden Way, 70 feet in width, as said way is shown on Drawing 3939, Case 51, Sheet 4, Alameda City Engineer's Files, said point having coordinates of y-466,107.33 feet and x-1,499,005.93 feet based on the California Coordinate System, Zone III, as are all bearings, distances and coordinates in this description, said point being the True Point of Beginning;

Thence along said South line of Tilden Way North 76 ° 29' 26" East 144.57 feet to the direct extension Northwesterly of the Southwesterly line of the parcel of land described in deed from the Southern Pacific Company to Sidney Traver, recorded August 27, 1941 at Page 150, in Book 4115, of Official Records of Alameda County;

Thence along said direct extension and said Southwesterly line South 55° 38' 17" East 29.63 feet;

Thence South 34° 23' 02" West 6.02 feet to the Southeasterly corner of the parcel of land described in deed from John Tregloan to the Southern Pacific Company, recorded October , 1909, at Page 459 in book 1616 of Deeds, Alameda County Records;

Thence along the Southerly line of last said parcel of land South 85° 41' 08" West 162.17 feet to said Southeasterly line of the parcel of land described in deed from Lovinah B. Jones, et vir, to the Southern Pacific Company;

Thence along last said Southeasterly line North 34° 23' 02" East 0.15 feet to the true point of beginning.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances as reserved in the Deed from Central Pacific Railway Company, et al, Recorded July 11, 1957, in Book 8412, Page 501, of Official Records.

**PARCEL 3:**

Beginning at a point on the exterior line of the parcel of land described as Parcel 5 in the deed from Central Pacific Railway Company, et al., to City of Alameda, dated January 3, 1957, recorded July 11, 1957 in Book 8412 of Official Records of Alameda County, Page 501, (AM-68327), said point being the most Eastern corner of the parcel of land described in the deed from Southern Pacific Company to Daniel G. Becknell et ux., dated October 3, 1940, recorded October 30, 1940 in Book 3965, of Official Records of Alameda County, Page 378 (MM-59014); running thence along the exterior boundary line of the parcel of land described as Parcel 5 in said first mentioned deed the two following courses and distances; North 55° 38' 17" West 115.27 feet and North 76° 29' 26" East 171.92 feet to a line drawn North 34° 23' 02" East from the point of beginning; and thence along said line so drawn South 34° 23' 02" West 127.50 feet to the point of beginning.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances as reserved in the Deed from Central Pacific Railway Company et al, Recorded July 11, 1957, in Book 8412, Page 501, of Official Records,

APN: 070-0161-055-02



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

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Sepideh Kiumarsi, Management Analyst

Date: February 21, 2024

Re: Approve changes to the Administrative Plan to implement the approved Moving To Work activities and other procedural updates.

---

**BACKGROUND**

The Administrative Plan for the Housing Choice Voucher Program (HCVP) for the Housing Authority of the City of Alameda (AHA) establishes the policies and procedures whereby AHA will administer HCVP tenant-based and project-based rental assistance programs under contract to HUD and in accordance with applicable statutes, HUD regulations, and state and local law.

In March 2022, the AHA was designated a Moving to Work (MTW) Agency with the Landlord Incentives Expansion Cohort. This allows the AHA to request waivers of regulations from HUD through the Annual Plan and MTW Supplement process. In order to implement some activities, a revision of the Administrative Plan is required.

**DISCUSSION**

This revision is to implement the MTW activities that HUD approved in December 2023. From the MTW Supplement for Fiscal Year 2022-2023, two activities were approved: 2022-14: Project-Based Voucher Right Sizing and 2022-01: 2.b. Payment Standards – Fair Market Rents (HCV). Activity 2.b. Payment Standards – Fair Market Rents (HCV) was previously approved but has since been revised to include an Agency Specific Activity (2022-12 Payment Standard Increases). From the MTW Supplement for Fiscal Year 2023-2024, HUD approved Activity 2023-02 Project-Based Voucher Contract Rent Increases.

This revision also provides a clear time frame for processing Requests for Tenancy Approval (RFTA) to ensure timely responses and allows for retroactive extensions for abatement of units that failed Housing Quality Standards (HQS) inspections.

Lastly, the revisions include updates to the list of federally mandated exclusions from annual income which HUD publishes annually and was included in the Federal Register on January 31, 2024.



**FISCAL IMPACT**

Not Applicable.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Approve changes to the Administrative Plan to implement the approved Moving To Work activities and other procedural updates.

**ATTACHMENTS**

1. February 2024 Administrative Plan Revisions BOC Presentation
2. February 2024 Administrative Plan Revisions

Respectfully submitted,

*Sepideh Kiumarsi*

Sepideh Kiumarsi, Management Analyst

# Admin Plan Update

February 21, 2024



# Changes

- Approved MTW Activities
  - 2022-14: Project-Based Voucher Right Sizing
  - 2022-01: 2.b. Payment Standards – Fair Market Rents (HCV)
    - Please note that this activity was previously approved but has since been revised and approved to implement new payment standards at rent increases (previously activity 2022-12 Payment Standard Increases).
  - 2023-02 Project-Based Voucher Contract Rent Increases
- Requests for Tenancy Approval (RFTA) timeframe
- Retroactive Housing Quality Standards (HQS) extensions
- Updates to list of federally mandated exclusions from annual income

Program: Housing Choice Voucher Program (HCVP)

Effective Date: February 21, 2024

Purpose: This amendment to the Administrative Plan of the Housing Authority of the City of Alameda (AHA) makes revisions to the Section 8 Administrative Plan to incorporate approved MTW activities 2022-14 Project-Based Voucher Right Sizing and 2023-02 Project-Based Voucher Contract Rent Increases, to comply with Federal Register Notice 6126 which updated the list of federally mandated exclusions from annual income, to allow for retroactive HQS extensions and to explicitly define the Request for Tenancy timeline and procedure.

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Proposed deletions are struck-out and proposed additions are underlined.

**1. Revise Chapter 1, Section 1-II.B. HCV Program Basics to incorporate approved MTW activities.**

Under the AHA's new MTW designation, some programs requirements can be changed by the AHA with HUD approval. The yearly Annual Plan and MTW Supplement contain these waivers to regulation. This plan covers both the programs covered under regulation without modification (families not participating in MTW) along with families participating in the MTW program where regulations may be modified. Families not participating in MTW include families housed under ~~the Veteran Affairs Supportive Housing (VASH) program; families housed under the Emergency Housing Voucher (EHV) program; families housed under~~ the Moderate Rehabilitation Single Room Occupancy (SRO) program and; families housed under the Shelter Plus Care (SPC) program; ~~and families housed under the Stability Voucher (SV) program.~~ Families housed under the Veteran Affairs Supportive Housing (VASH) program; families housed under the Emergency Housing Voucher (EHV) program; and families housed under the Stability Voucher (SV) program are only approved to participate in one activity at this time. This activity is included in activity 2.b. which involves the setting of payment standards and is explained further later in this plan. All other MTW activities do not apply to these three special programs.

**2. Revise Chapter 5, Section 5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402] to incorporate MTW changes.**

The AHA will assign one bedroom for each two persons within the household, except that a head of household with no spouse/co-head will be allocated one bedroom. Examples of this are:

- A household of just a head and co-head/spouse would receive either zero- or one-bedroom subsidy standard.
- A household of a head of household and other adult would receive a 2-bedroom subsidy.
- A household with a head, co-head/spouse, and two minor children would receive a 2-bedroom subsidy.
- A household with a head, other adult, and two minor children would receive a 3-bedroom subsidy.
- A newly admitted household with a head of household and a live-in aide in a Project-Based Voucher unit would be eligible for a studio or one-bedroom unit.

**3. Revise Chapter 5, Section 5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS to incorporate approved MTW activities.**

**5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS**

Under MTW Activity 2022-14, under-housed families in Project-Based Voucher units can choose to stay as long as there is no overcrowding (refer to Chapter 16 for more information).

MTW Activity 2022-14 also allows families being housed in the Project-Based Voucher program will be notified of the bedroom size for which the family is eligible under the subsidy standards above, but the family may choose to be under-housed (housed in a unit with less bedrooms) if the unit is not overcrowded. For example, a family comprised of a head of household and minor are eligible for a 2-bedroom, but the family may be housed in a studio or 1-bedroom at the family's request.

**4. Revise Chapter 6, Section 6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME to be in compliance with the updated list of exclusions from annual income as states in Federal Register Notice 6126.**

**6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME Other exclusions contained in 24 CFR 5.609(c) that have not been discussed earlier in this chapter include the following:**

- Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
- Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)]
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]
- Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]
- Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:
  - (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
  - (b) Payments, including for supportive services and reimbursement of out-of-pocket expenses, to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for National and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the

number of hours such volunteers are serving, is equivalent to or greater than the minimum wage then in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greater (42 U.S.C. 5044(f)(1)). This exclusion also applies to assets;

- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- (f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- (g) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408) (h) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (i) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- (j) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (k) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- (l) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)) for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221(d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l)). This exclusion also applies to assets;
- (m) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409);

(~~mn~~) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)

(~~no~~) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))

(p) Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802–05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811– 16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821–22) is excluded from income and assets (38 U.S.C. 1833(c)).

(~~oq~~) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

(~~pr~~) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

(~~qs~~) Assistance from the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC)

(~~rt~~) Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1009 (25 U.S.C. 1774f(b))

(~~su~~) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or un prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501)

(~~tv~~) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and SelfDetermination Act (NAHASDA) (25 U.S.C. 4101 et seq.);

(w) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment oby the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269) to the definition of income applicable to programs authorized under the

Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs;

~~(ux)~~ A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291); This exclusion also applies to assets;

(y) Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended (42 U.S.C. 604(h)(4));

(z) Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013– 1 and 2013–55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407);

(aaz) Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93– 288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets;

(bb) Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

(cc) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021(Pub. L. 117–2, section 3201). This exclusion also applies to assets.

**5. Revise Chapter 6, EXHIBIT 6-2: ANNUAL INCOME EXCLUSIONS to be in compliance with the updated list of exclusions from annual income as states in Federal Register Notice 6126.**

**Sources of Income Excluded by Federal Statute from Consideration as Income for Purposes of Determining Eligibility or Benefits**

- a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
- b) Payments, including for supportive services and reimbursement of out-of-pocket expenses, to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L94-540, 90 Stat. 2503-04);
- g) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- h) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended);
- i) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));



j) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y.) (Pub. L. 101-201 and 101-39);

k) Payments received under the Maine Indian Claims Settlement Act of 1980 (Public Law 96-420, 25 U.S.C. 1721);

l) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

~~m) The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409); Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));~~

n) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);

o) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

~~p) Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).~~

~~pq) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);~~

~~qr) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);~~

~~rs) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780 (b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);~~

~~st) Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));~~

~~tu) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501);~~

~~v) Any amounts (i) not actually received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. 1382b(a)(7), and (iii) received for service-connected disability~~

under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 (25 U.S.C. 4103(9)(C)) as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111–269 section 2) to the definition of income applicable to programs under the Native American Housing Assistance and Self Determination Act (NAHASDA) (25 U.S.C. 4101 et seq.);

~~uw~~) Compensation received by or on behalf of a veteran for serviceconnected disability, death, dependency, or indemnity compensation as provided by an amendment ~~o~~by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and SelfDetermination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs; and

~~vx~~) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled Elouise Cobell et al. v. Ken Salazar et al., 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);

~~wy~~) Any amounts in an “individual development account” are excluded from assets and any assistance, benefit, or amounts earned by or provided to the individual development account are excluded from income, as provided by the Assets for Independence Act, as amended in 2002 (Pub.L. 107-110, 42 U.S.C. 604(h)(4));

~~zx~~) Per Capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013– 1 and 2013–55 must be excluded from annual income unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013–1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407); ~~Cases as described in PIH Notice 2013-30 “Exclusions from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and~~

~~yaa~~) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub.L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155 (d)). This exclusion also applies to assets;

~~bb~~) Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets; and

cc) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021 (Pub. L. 117–2, section 3201). This exclusion also applies to assets.

**6. Revise Chapter 8, 8.II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT to allow for retroactive HQS extensions.**

**Extensions**

For conditions that are life-threatening, the AHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, the AHA may grant an exception to the required time frames for correcting the violation, if the AHA determines that an extension is appropriate [24 CFR 982.404]. A retroactive extension may be requested for 10 days after the date of the letter of abatement but must be approved by the director.

**7. Revise Chapter 9, 9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517] to explicitly define the Request for Tenancy timeline and procedure.**

If the RFTA is incomplete (including lack of signature by family, owner, or both), the AHA will notify the family and the owner of the deficiencies.

Corrections to the terms of the RFTA, missing information and/or missing documents will be accepted online or by e-mail, in-person, by mail, by fax or by phone.

The unit must pass inspection and the tenant must be ready to move-in 30 calendar days from when the AHA receives the RFTA. After 30 days, the AHA may require a new RFTA to be submitted. The AHA at its own discretion, may choose to extend this time frame but will do so on a case-by-case basis if the reason(s) for failing to meet this deadline are beyond the landlord's and/or tenant's control or upon documentation of a need for a longer time period.

Because of the time sensitive nature of the tenancy approval process, the AHA will attempt to communicate with the owner and family by phone, through the landlord portal, or by email. The AHA will use mail when the parties cannot be contacted by other methods.

**8. Revise Chapter 11, 11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES to incorporate approved MTW activities.**

**Payment Standards [24 CFR 982.505]**

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and

the area in which the unit is located [HCV GB Payment Standards PG. 1]. See Chapter 6 for information on how to select the appropriate payment standard.

When the AHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If the AHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
  - If the payment standard amount has increased, the increased payment standard will be applied at the first regular reexamination following the effective date of the increase in the payment standard.
  - If the payment standard amount has decreased, the decreased payment standard will be applied at the time of move (transfer) or at the time of an annual that changes the payment standard due to a change in family composition.
- If the family moves to a new unit, the current payment standard applicable to the family will be used when the new HAP contract is processed.
- If a new HAP contract is executed due to changes in the lease (even if the family remains in place and the family composition stays the same) the higher of the old payment standard or the current payment standard will be used.

•For families included in MTW, if the owner requests a rent increase the most current payment standard will be applied if it is higher than the payment standard used in the last rent calculation for the family.

**9. Revise Chapter 16, 16-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(c) and 983.302(e)] to incorporate approved MTW activities.**

**16-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(C) AND 983.302(E)]**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

Under MTW Activity 2023-02, all rent increases for Project-Based Voucher units will be increased once a year at the AHA's fiscal year (effective July 1) rather than the contract's

anniversary date. Notices of rent change must be submitted to the AHA on or before May 1 each year. This does not change the rent reasonableness requirement for rent changes.

**10. Revise Chapter 16, 16-VII.C. MOVES to incorporate approved MTW activities.**

**16-VII.C. MOVES**

**Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.259]**

Under MTW Activity 2022-14, the AHA will allow families who are under-housed to remain in smaller Project-Based Voucher units than they qualify as long as the unit is not overcrowded if the under-housed family wishes to remain in the smaller unit. Any tenant who is underhoused when admitted into the program, after the 1-year initial lease period has expired, would have an opportunity to become "right sized" in a larger unit, if they so desired. The family must notify the AHA of the desire for a larger unit in writing. In addition, new admissions with a live-in aide would be eligible for a studio or 1-bedroom unit for occupancy or families with two members could consider a studio or 1-bedroom unit even if under the subsidy standard the family qualifies for a 2-bedroom unit.

If the family is under-housed and the unit is not overcrowded, within 14 calendar days of the determination the AHA will offer the family the opportunity to move and offer the family the option to stay in the unit. The family must reply in writing to either option. The family must be notified that the family can request to be right-sized at a later date if they select to be under-housed.

If the AHA determines that a family is occupying a unit that is ~~too small or~~ too big, based on the AHA's subsidy standards and HQS requirements, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the AHA will notify the family and the owner within 14 calendar days of the AHA's determination of the family's need to move. The AHA will offer the family the following types of continued assistance, based on the availability of assistance: