



# Housing Authority of the City of Alameda

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

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## IF YOU WISH TO ADDRESS THE BOARD:

1. Please file a speaker's slip with the Executive Director, and upon recognition by the Chair, approach the rostrum and state your name; speakers are limited to 5 minutes per item.
2. If you need special assistance to participate in the meetings of the City of Alameda Housing Authority Board of Commissioners, please contact (510) 747-4325 (TDD: 510 522-8467) or [dconnors@alamedahsg.org](mailto:dconnors@alamedahsg.org)  
Notification 48 hours prior to the meeting will enable the City of Alameda Housing Authority Board of Commissioners to make reasonable arrangements to ensure accessibility.

## AGENDA

## **REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

### DATE & TIME

**Wednesday September 20, 2017 –**

**Closed Session - 6:00- 7:00 p.m.**

**Regular Meeting - 7:00 p.m.**

### LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda, CA

Welcome to the Board of Commissioners of the Housing Authority of the City of Alameda meeting. Regular Board of Commissioners meetings are held on the third Wednesday of each month in the Ruth Rambeau Memorial Community Room at Independence Plaza.

### Public Participation

Anyone wishing to address the Board on agenda items or business introduced by Commissioners may speak for a maximum of five minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Housing Authority Executive Director if you wish to address the Board of Commissioners.

## PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners
2. Public Comment on Closed Session

3. Closed Session – 6:00 p.m. – Adjournment to Closed Session to Consider:
  - 3-A. Executive Director Evaluation
  - 3-B. Conference with Real Property Negotiator – (Gov. Code. Sec. 54956.8)  
Agency Negotiator: Vanessa Cooper, Executive Director and Victoria Johnson,  
Director of Housing and Community Development  
  
Property: Parcel 1 (see attached metes and bounds description)  
Negotiating Parties: Housing Authority of the City of Alameda and Carmel Partners  
Under Negotiation: Price and Terms of Land
4. Adjournment of Closed Session
5. RECONVENE REGULAR MEETING – 7:00 p.m.
6. Announcement of Action Taken in Closed Session, if any.
7. Public Comment (Non-Agenda)
8. CONSENT CALENDAR
  - Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Commissioners or a member of the public.
  - 8-A. Approve Minutes of the Board of Commissioners Regular Meeting held August 16, 2017 - Page 9
  - 8-B. Accept the Monthly Overview Report Administration/I.T./H.R.– Page 14
  - 8-C. Accept the Monthly Overview Report Housing & Community Development – Page 17
  - 8-D. Accept the Monthly Overview Report Housing Programs Department – Page 22
  - 8-E. Accept the Monthly Overview Report Rent & Community Programs – Page 26
  - 8-F. Accept the Monthly Overview Report Property Operations –Page 27
  - 8-G. Accept the Monthly Development Report for Del Monte Senior Housing – Page 34
  - 8-H. Accept the Monthly Development Report for 2437 Eagle Avenue – Page 37
  - 8-I. Accept the Quarterly Investment Report – Page 39
  - 8-J. Accept the Quarterly Police Report – Page 46
  - 8-K. Grant a Public Utility Easement (PUE) to Alameda Municipal Power for Infrastructure Equipment at Stargell Commons, as Land Owner, and Provide Consent to Easement as Lender– Page 51
  - 8-L. Approve Changes to the Property Management Policy – Page 69
  - 8-M. Approve Outside Employment of Executive Director, Per 2014 Employment Contract between the Board of Commissioners and Vanessa Cooper and Approve a Carry Forward of Unused Annual Professional Development/Training Allowance – Page 91
9. AGENDA
  - 9-A. Discussion of Offer by Carmel Partners to Purchase Parcel at Proposed North Housing Site – (Discussion Only)

- 9-B. Convene an Adhoc Committee Comprised of up to Three Board Members and staff for a Period of up to Three Months to Discuss the Request by Carmel Partners to Purchase a Portion of North Housing for Market Rate Rental Housing– Page 93
- 9-C. Approve the Executive Director to Negotiate the Subordination of the 1993 Bond Regulatory Agreement and the 2000 Loan Agreement, to the new Fannie Mae SunTrust Loan and Subordination to the CalHFA Regulatory Agreement Associated with the Refinance and Rehabilitation of Playa del Alameda Apartments– Page 107
- 9-D. Verbal Update on AHA-Provided Board Member Email Addresses
- 9-E. Appointment of one or two Board Members to the RFP Panel for the Agency's Auditor (No Memo)
10. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
11. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
12. ADJOURNMENT OF REGULAR MEETING
13. ADJOURNMENT OF CLOSED SESSION

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Note

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- Documents related to this agenda are available for public inspection and copying at the Office of the Housing Authority, 701 Atlantic Avenue, during normal business hours.
- 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.



**LEGAL DESCRIPTION  
ALAMEDA HOUSING AUTHORITY PARCEL  
ALAMEDA, CALIFORNIA**

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

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN DEED RECORDED FEBRUARY 14, 1955, IN BOOK 7567 OF OFFICIAL RECORDS, AT PAGE 117, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DEED RECORDED AUGUST 10, 1966, IN REEL 1821, IMAGE 494 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, AND A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "JUDGEMENT" RECORDED DECEMBER 21, 1951, IN BOOK 6618 OF OFFICIAL RECORDS, AT PAGE 339, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF PARCEL 2, AS SAID PARCEL 2 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY, AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESIGNATED AS "NORTH 02°46'51" EAST 1161.37 FEET" ON SHEET 8 OF 12 OF SAID RECORD OF SURVEY (28 RS 14), SAID POINT ALSO BEING A POINT ON THE WESTERN LINE OF THAT CERTAIN PARCEL DESIGNATED AS "FISC SOUTH" IN THAT CERTAIN DEED RECORDED AUGUST 2, 2001, IN DOCUMENT NO. 2001-280973 OF OFFICIAL RECORDS, AND RE-RECORDED ON JUNE 2, 2003, IN DOCUMENT NO. 2003-316321 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SOUTH 02°46'51" WEST 297.85 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID EASTERN LINE OF PARCEL 2 (28 RS 14), SOUTH 02°46'51" WEST 863.24 FEET TO A POINT ON THE SOUTHERN LINE OF SAID PARCEL 1 (7567 OR 117);

THENCE, ALONG SAID SOUTHERN LINE OF PARCEL 1 (7567 OR 117), NORTH 87°13'09" WEST 351.25 FEET TO THE NORTHEASTERN CORNER OF PARCEL 2B OF THOSE CERTAIN LANDS TRANSFERRED TO THE DEPARTMENT OF HOMELAND SECURITY, U.S. COAST GUARD MAINTENANCE AND LOGISTICS COMMAND PACIFIC THROUGH THE DEPARTMENT OF NAVY (DOD) BY THAT CERTAIN DOCUMENT ENTITLED "TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY" (DD FORM 1354), DATED MARCH 11, 2008, SAID PARCEL 2B ALSO BEING SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 2113, RECORDED MAY 1, 2007, IN BOOK 31 OF RECORDS OF SURVEYS, AT PAGE 98, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;



THENCE, FROM SAID NORTHEASTERN CORNER OF PARCEL 2B (31 RS 98), ALONG THE NORTHERN LINE OF SAID PARCEL 2B (31 RS 98), NORTH 89°07'34" WEST 75.28 FEET;

THENCE, LEAVING SAID NORTHERN LINE OF PARCEL 2B, NORTH 02°46'51" EAST 2.51 FEET TO THE SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117);

THENCE, FROM SAID SOUTHWESTERN CORNER OF PARCEL 1 (7567 OR 117), ALONG THE WESTERN LINE OF SAID PARCEL 1 (7567 OR 117), NORTH 02°46'51" EAST 516.12;

THENCE, LEAVING SAID WESTERN LINE, NORTH 56°50'14" WEST 350.08 FEET;

THENCE, NORTH 01°54'00" EAST 396.14 FEET;

THENCE, SOUTH 88°06'00" EAST 73.00 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 88°06'00" EAST, THROUGH A CENTRAL ANGLE OF 103°27'25", AN ARC DISTANCE OF 45.14 FEET;

THENCE, ALONG THE ARC OF A REVERSE 378.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 15°21'25" EAST, THROUGH A CENTRAL ANGLE OF 12°43'17", AN ARC DISTANCE OF 83.93 FEET;

THENCE, SOUTH 87°21'52" EAST 191.10 FEET;

THENCE, SOUTH 02°38'08" WEST 244.25 FEET;

THENCE, SOUTH 87°21'52" EAST 356.17 FEET TO SAID POINT OF BEGINNING.

CONTAINING 12.33 ACRES OF LAND, MORE OR LESS.

COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816, FILED JUNE 6, 2003, IN BOOK 28 OF RECORDS OF SURVEY AT PAGE 14, ALAMEDA COUNTY RECORDS.

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

ALL PARCELS SHOWN HEREON ARE INTENDED TO LIE COINCIDENT TO ONE ANOTHER WITH NO GAPS OR OVERLAPS CREATED BY THIS DOCUMENT.

END OF DESCRIPTION

PRELIMINARY

JOEL GARCIA, P.L.S.

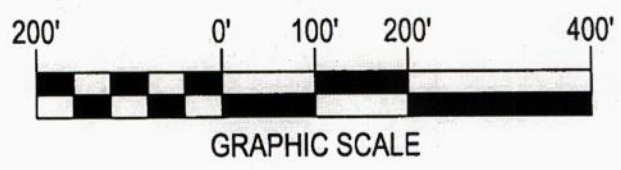
L.S. NO. 5285



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	25.00'	103°27'25"	45.14'
C2	378.00'	012°43'17"	83.93'

**LEGEND:**  
 POB = POINT OF BEGINNING  
 POC = POINT OF COMMENCEMENT  
 PARCEL 2 (PORTION)  
 7567 OR 117  
 6618 OR 339 (PORTION)

**NOTE:**  
 COURSES ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 3. DISTANCES SHOWN ARE GROUND DISTANCES. TO OBTAIN GRID DISTANCES DIVIDE GROUND DISTANCES BY THE COMBINED SCALE FACTOR OF 1.00007055, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 1816 (28 RS 14).



# PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALAMEDA HOUSING AUTHORITY PARCEL  
 ALAMEDA, CALIFORNIA

DECEMBER 6, 2016

SHEET 1 OF 1

**Carlson, Barbee & Gibson, Inc.**  
 CIVIL ENGINEERS • SURVEYORS • PLANNERS  
 2633 CAMINO RAMON, SUITE 350  
 SAN RAMON, CALIFORNIA, (925) 866-0322

12/6/2016 3:09 PM



Date: 12/6/2016 9:18:57 AM

Parcel Name: ALA HSNB AUTH PCL - BNDRY : 1

Description:

**Client: ALAMEDA POINT**

**Prepared  
by: JAG**

North: 2,113,576.0435'

East: 6,046,026.6834'

Segment# 1: Line

Course: N2°46'51"E

Length: 516.12'

North: 2,114,091.5558'

East: 6,046,051.7233'

Segment# 2: Line

Course: N56°50'14"W

Length: 350.08'

North: 2,114,283.0563'

East: 6,045,758.6644'

Segment# 3: Line

Course: N1°54'00"E

Length: 396.14'

North: 2,114,678.9786'

East: 6,045,771.7985'

Segment# 4: Line

Course: S88°06'00"E

Length: 73.00'

North: 2,114,676.5582'

East: 6,045,844.7584'

Segment# 5: Curve

Length: 45.14'

Radius: 25.00'

Delta: 103°27'25"

Tangent: 31.69'

Chord: 39.25'

Course: N53°37'43"E

Course In: S88°06'00"E

Course Out: N15°21'25"E

RP North: 2,114,675.7293'

East: 6,045,869.7446'

End North: 2,114,699.8367'

East: 6,045,876.3654'

Segment# 6: Curve

Length: 83.93'

Radius: 378.00'

Delta: 12°43'17"

Tangent: 42.14'

Chord: 83.76'

Course: S81°00'13"E

Course In: N15°21'25"E

Course Out: S2°38'08"W

RP North: 2,115,064.3401'

East: 6,045,976.4717'

End North: 2,114,686.7399'

East: 6,045,959.0902'

Segment# 7: Line

Course: S87°21'52"E

North: 2,114,677.9526'

Length: 191.10'

East: 6,046,149.9880'

Segment# 8: Line

Course: S2°38'08"W

North: 2,114,433.9610'

Length: 244.25'

East: 6,046,138.7567'

Segment# 9: Line

Course: S87°21'52"E

North: 2,114,417.5832'

Length: 356.17'

East: 6,046,494.5500'

Segment# 10: Line

Course: S2°46'51"W

North: 2,113,555.3598'

Length: 863.24'

East: 6,046,452.6693'

Segment# 11: Line

Course: N87°13'09"W

North: 2,113,572.4009'

Length: 351.25'

East: 6,046,101.8330'

Segment# 12: Line

Course: N89°07'34"W

North: 2,113,573.5490'

Length: 75.28'

East: 6,046,026.5617'

Segment# 13: Line

Course: N2°46'51"E

North: 2,113,576.0561'

Length: 2.51'

East: 6,046,026.6835'

Perimeter: 3,548.21'

Error Closure: 0.0126

Error North : 0.01255

Area: 12.33Acre

Course: N0°18'27"E

East: 0.00007

Precision 1: 281,603.97





DRAFT MINUTES

**REGULAR MEETING OF THE BOARD OF COMMISSIONERS  
OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
HELD WEDNESDAY August 16, 2017**

The Board of Commissioners meeting was called to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

1. ROLL CALL -

Present: Commissioners Kay, McCahan, Shipe, Vice Chair Tamaoki, and Chair Kurrasch

Absent: Commissioner Allen and Rickard

2. Public Comment (Non-Agenda)

3. CONSENT CALENDAR

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

One Public Speaker talked about his concerns regarding staff entry into tenants units without advance notification. He made a request that staff be given training and instructions in this area. Ms. Cooper said she is aware of the instance the speaker is referring. Ms. Cooper said that we are required to give 24-hour notice before entry and the tenant does not have to be there. Ms. Cooper said that staff have been trained and provided instructions so this does not happen again.

Ms. Cooper introduced Moreen Forde who is acting Finance Director. Ms. Forde is currently with Nan McKay. She has previously done work for the Housing Authority.

Commissioner McCahan commented on the H.R. Director's Monthly Overview Report and said he appreciates all that is done to keep the Housing Authority running. He suggested that staff retention be on the agenda for the Board Retreat in September. He also suggested that some key performance indicators be identified to motivate our vendors. He also made positive comments on the customer service satisfaction survey.





Vice Chair Tamaoki commented that the Work Order Analysis Completion on page 31 of the packet is a great performance measure. Vice Chair Tamaoki also commented on the customer service satisfaction survey. In the area where the percentage went up in the area of trying to reach staff, he suggested this be monitored.

Commissioner Shipe moved to accept the Consent Calendar and Commissioner Kay seconded. The motion carried unanimously. Items accepted or adopted are indicated by an asterisk.

- \*3-A. Approve Minutes of the Board of Commissioners Regular Meeting held June 21, 2017 - Page 4
- \*3-B. Accept the Monthly Overview Report Administration/I.T./H.R. – Page 9
- \*3-C. Accept the Monthly Overview Report Housing & Community Development – Page 11
- \*3-D. Accept the Monthly Overview Report Housing Programs Department – Page 17
- \*3-E. Accept the Monthly Overview Report Rent & Community Programs – Page 23
- \*3-F. Accept the Monthly Overview Report Property Operations – Page 26
- \*3-G. Accept the Monthly Development Report for Del Monte Senior Housing – Page 33
- \*3-H. Accept the Monthly Development Report for Everett & Eagle Apartments – Page 35
- \*3-I. Authorize the Executive Director to Negotiate and Approve an Extension of the Term for the Contract between the Alameda Housing Authority and Theresa L. Kitay in the Amount of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) up to a Total not to Exceed Amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) through June 30, 2020 – Page 37
- \*3-J. Accept Annual Customer Survey – Page 40
- \*3-K. Approve a Collaboration Agreement between the Housing Authority of the City of Alameda (AHA) and other Participating Counties, Cities, and Agencies for the Completion of an Affirmatively Furthering Fair Housing (AFFH) Assessment of Fair Housing (AFH). Authorize the Executive Director to Negotiate Limited Changes to the Inter-Governmental Collaboration Agreement and Execute Agreement – Page 63
- \*3-L. Accept 738 Eagle Avenue Project Update and Authorize the Executive Director to Approve an Increase to the Total Construction Contract to \$659,421, to Accept Increased CDBG Loan Amounts to a Maximum of \$675,000 and Approve the Use of Agency Funds up to a Total Project Cost of \$715,000 – Page 77
- \*3-M. Approve Out-of-State Travel – Page 79
- \*3-N. Ad Hoc Asset Management Committee Update and Adopt Revised Schedule – Page 80

#### 4. AGENDA

- 4-A. Adopt the Resolution to Revise the Employer's Contribution for Eligible Employees' Health and Dental/Vision Care, to Provide Cost of Living Wage Increase for all Eligible Regular and Contract Resident Employees, and to Adopt the Corresponding Salary Schedule and Schedule of Authorized Positions – Page 82

Ms. Basta, H.R. and Operations Director, said that in August of each year the Housing Authority comes to the Board with two sets of recommendations: one regarding the





COLA and one regarding health benefits contributions. Ms. Basta reviewed the COLA information with the Board. The Board was provided information on a 3% and 4% COLA to consider. Ms. Basta reviewed the health plan benefits contribution information with the Board. Ms. Basta said that a 5% increase was built in the budget for the cost of health insurance. She reported that the Kaiser rates went up 6.3 % this year. Dental insurance was also budgeted for a 5% increase. Ms. Basta also talked about the staffing recommendations in the schedule of positions at the Housing Authority.

Commissioner McCahan commented that a high performance organization rating by HUD and overall customer satisfaction being high, are key factors in his recommendation that we adopt the 4% COLA along with the other recommendations in the packet.

Commissioner Kay asked about the Housing Assistant duties and Ms. Basta reviewed those duties with the Board. Ms. Cooper gave further details of the Housing Assistant's responsibilities.

Vice Chair Tamaoki asked for clarification on the percentage of the COLA. Ms. Cooper talked about what the Board has approved in previous years. Ms. Cooper talked about the various reasons for staff turnover. Ms. Cooper said the message here is about retention. Ms. Cooper said that there are some restrictions in public sector hiring that she wants to address at the BOC retreat. Step increases were discussed.

Ms. Cooper said that she would come to the Board to go out for a full salary study with a new human resource company.

Commissioner Shipe moved to accept the Resolution on page 87 and Vice Chair Tamaoki seconded. Two roll call votes were taken:

Roll Call Vote on health care benefits: Commissioner Kay yes, Commissioner McCahan yes, Commissioner Shipe yes, Vice Chair Tamaoki yes, Chair Kurrasch yes.

Roll Call Vote on COLA increase: Commissioner Kay 4%, Commissioner Shipe 4%, Vice Chair Tamaoki 3.5%, Commissioner McCahan 4% and Chair Kurrasch 4%

4-B. Approve Resolution Certifying the Data Submitted for the Section 8 Management Assessment Program for FY 2016-2017 – Page 94

Tonya Schuler-Cummins, Senior Management Analyst, reviewed and explained the indicators with the Board and talked about partial versus full points for each indicator. There were no systematic errors. Ms. Schuler-Cummins pointed out the June 15, 2017 correspondence where HUD granted a waiver for SEMAP lease-up indicator at 24 CFR 985.3(n)..

Commissioner Shipe moved to accept the Resolution on page 106 and Commissioner McCahan seconded.





Roll Call Vote: Commissioner Kay yes, Commissioner Shipe yes, Commissioner McCahan yes, Vice Chair Tamaoki yes, Chair Kurrasch yes.

- 4-C. Amend the Administrative Plan Chapters 2 and 15 to Add Clarifying Language in Relation to California Nondiscrimination Laws, the Grievance Process, and the use of Translators– Page 111

Ms. Schuler-Cummins said that this is being brought to the Board to amend the Administrative Plan Chapters 2 and 15 to ensure that the Fair Housing Laws are correctly referenced, and to revise the section on informal hearings to allow translators in the room, if we determine the family needs a translator.

Commissioner McCahan moved to accept the changes to the Administrative Plan and Commissioner Kay seconded. The motion carried unanimously.

- 4-D. Nominate and Elect Officers of the Board of Commissioners – Page 115

Commissioner McCahan and Shipe served on the nominating committee to elect officers of the Board of Commissioners.

Commissioner McCahan said that the Committee looked at the challenges of the Housing Authority over the next six to twelve months. Commissioner McCahan said that it is time to bring in fresh eyes to lead and inspire us. The Committee offered the following slate for next fiscal year. Kenji Tamaoki as Chairman and Stephanie Shipe as Vice Chair.

Commissioner McCahan moved to accept the nomination and Commissioner Kay seconded. The motion carried unanimously.

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

One speaker announced the Food Bank food distribution tomorrow in the Housing Authority parking lot. The speaker also announced the cancellation of the rummage sale and stated it was due to no storage space by the Housing Authority. He is hoping that the rummage sale can happen next year and that the Board encourage the Housing Authority to accommodate. Ms. Caldwell's, Director of Property Operations, said that there were other factors for the cancellation. She will be looking at options for next year.

6. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner Kay asked about rents going up at Independence Plaza. Ms. Cooper said for new entrance we will be taking rents up to 80% AMI income and 50% AMI rent. For existing residents staff will be coming back with a proposal. There was some discussion about rents and calculations.





Vice Chair Tamaoki thank Chair Kurrasch for all his years of service and thanked the Board for appointing him. Commissioner Shipe thanked the Board for appointing her as Vice Chair.

Chair Kurrasch thanked Maintenance supervisor Jeff Cook for his services to the Housing Authority and wished him well.

7. ADJOURNMENT

There being no further business, Chair Kurrasch adjourned the meeting at 8:03 pm.

Arthur Kurrasch, Chair

Vanessa M. Cooper  
Executive Director/Secretary





# Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2181 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and  
Members of the Board of Commissioners

From: Janet Basta  
Director of Human Resources and Operations

Date: September 20, 2017

Re: Monthly Overview Report to the Board: Operations, HR, and IT

## **BACKGROUND**

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

### **Human Resources and Operations**

Recruiting was the primary focus in the past month. Positions that have been filled include the Director and Management Analyst positions for the Rent and Community Programs Department, as well as two temporary Project Specialists that will assist with a number of administrative, finance, and property-related work including leave coverage, over the upcoming months. We completed the first round of interviews for the Controller position, have completed the initial screening of Director of Finance applicants, and expect to move forward with the next round of interviews for both of those positions in the next month. Temporary staff is currently being utilized to staff the finance department open positions; the plan is to focus on filling the Director and Controller positions, and then move to the Technician-level positions. Additionally, both the Maintenance Supervisor and Property Management Supervisor positions are posted, with interviews likely to start in early October.

The long-time Custodian for Independence Plaza retired in early September. This position will not be filled at this time; rather, the company that contracts to provide cleaning services to the AHA office will take over providing these services.

We are kicking off a series of supervision trainings for our Direct Reports team beginning in mid-September. The series will be facilitated by consultant Nancy Friedman, and will include 3-4 sessions on a variety of management and supervisory topics, in addition to providing an opportunity for team building.

Office space has been secured for the Rent Program in an office building on Marina Village Parkway, which will help with the space issues that have occurred in the main office. The space can be ready to move into in early October (no construction is needed), is close to our main office (about 1 mile away), and comes with a number of amenities including a central reception area that is staffed from 8:30-5:00, ample parking, on-site security, and



janitorial and utilities included in the lease. Additionally, the building offered the option of a two year or month-to-month lease options; currently, a two year lease has been secured with the option to extend if needed. The Rent Program staff will continue to use the IP Community Room for trainings and evening meetings, and will use the AHA office for initial meetings with program clients. With the move anticipated, recruitments for open positions (ex, Program Assistant in Administration) that have been delayed can begin in the upcoming month.

In September, Risk Console, an online safety training program provide free of charge by CHWCA/Bickmore, our workers compensation provider, was launched. This program will enable the agency to provide ongoing, relevant safety training in an easy-to-access format. Additionally, trainings are monitored and tracked online for ease of documentation and reporting.

#### Information Technology/Administration

Five new computers (in addition to the five purchased at the end of fiscal year 2017) have been purchased to replace five computers. The computers to be replaced are the five oldest in use by staff. Some of these computers are still operational, so the computers will be repurposed – one to the employee lounge (the computer located there recently quit working) and to other areas that are not high usage.

A quote was obtained and verified to upgrade the servers onsite. Staff is working with the third party IT vendor to obtain the equipment and upgrade the infrastructure by the end of the year. This additional capacity will help to allow the Rent Programs secured, offsite access to the system.

#### Finance

Nan McKay continue to provide finance support in the absence of a Finance director and are currently focused on the year end close and submitting the Financial Data Schedule to HUD. Routine reporting will be provided in the October Board packet. The auditors conducted their initial site visit in August and will return in October to complete the audit.

Check scanning onsite has started at independence Plaza and will be extended to other sites in due course. This will assist our residents, especially those who are seniors or disabled by allowing them to pay rent onsite.

The ICD Audit was completed and presented to the ICD Board in August. Copies were provided to AHA Board members.

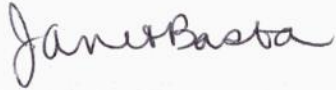
#### **RECOMMENDATION**

For information only.

Honorable Chair and  
Members of the Board of Commissioners

September 20, 2017  
Page 3 of 3

Respectfully submitted,

A handwritten signature in cursive script that reads "Janet Basta".

Janet Basta  
Director of Human Resources and Operations

JCB/TMSC





# Housing Authority of the City of Alameda

PHONE (510) 747-4300

FAX (510) 522-7848

TDD (510) 522-8467

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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: Victoria Johnson  
Director of Housing and Community Development

Date: September 20, 2017

Re: Update to the Board of Commissioners – Housing and Community Development

## BACKGROUND

This memo provides an overview of departmental activities in the prior month.

## DISCUSSION

### Capital Projects

China Clipper, Pool Demolition/Fill – Staff has engaged Pendleton Construction Services to demo and fill the non-operational swimming pool per the specifications provided Rockridge Geotechnical. Pendleton will also remove the chain link fence, masonry pillars and wood awnings. The contract has been executed and permitting is underway. The demo/fill is expected to be complete in October.

China Clipper, Soft Story – Staff engaged IDA Structural Engineers to study the seismic integrity of the soft story conditions at China Clipper. The firm, having completed their analysis, identified ground level lateral system deficiencies and provided two options and drawings to address the matter. Staff has provided the drawings to a consulting contractor for an estimate of cost and will then determine the next steps.

Eagle Village, Sub-Meter Installation – Water sub-meters have been installed on each unit at Eagle Village. Following installation staff and the vendor monitored the incoming data to ensure the system was operating accurately. Staff is currently reviewing the data and reconciling it with the related water bills. Once complete, the financial responsibility for water bills will be transferred from the Housing Authority to the individual tenants. This will require a change in each tenant's Section 8 utility allowance calculation. Tenant meetings will be held prior to implementation.

Independence Plaza, ADA Upgrades – Staff engaged YHLA Architects to assess and recommend ADA upgrades to 20 units and the common area entrances at Independence Plaza, as well as develop a site plan to upgrade the Housing Authority



Office entrance, parking lot and the path of travel to the community. The drawings and production manual are complete and a permit application was submitted. The project will be phased to reduce impact to tenants.

Parrot Village, Tree Removal & Maintenance – Staff is coordinating with Tree Sculpture to rescue drought stricken dying trees and remove dead trees and branches suspect of falling on persons and or property. Additional services will include overall tree maintenance to ensure proper growth and that security lighting is unobstructed.

Rosefield Village, 738 Eagle Avenue Substantial Rehab Project – Framing, plumbing, electrical, sheetrock and texture are all complete. The contractor has begun the finish items and will then construct the exterior ADA ramp and paint the exterior finish.

RCD Residential Rehab Loan – Staff is supervising a CDBG funded residential rehab loan (\$187,000) to Resources for Community Development (RCD), for the property located at 461 Haight Avenue in Alameda. Scope items include: window replacement, reroofing, insulation upgrades, safety upgrades, interior and exterior paint and new floors.

APC Residential Rehab Loan – Staff is supervising a CDBG funded residential rehab loan for the Alameda Point Collaborative (APC). Funds will be used to repair lateral sewer lines servicing residences on Corpus Christi and Pensacola Roads and to make sidewalk repairs and install neighborhood lighting to increase safety and security.

Request for Qualifications – The RFQ for General Contracting and Construction Management Services was published in August and closed on September 8<sup>th</sup>. Staff received and are currently reviewing five separate submittals. The RFQ, posted on August 7<sup>th</sup>, was listed on the Housing Authority's website, which is picked up and distributed online through multiple outlets. Further efforts to broaden the pool included outreach to known vendors, as well as advertising in the Alameda Journal.

### **Inclusionary and Below Market Rate Programs**

Alameda Landing: The last condominium home will close by the end of 2017.

Mulberry (aka 2100 Clement Street): There are seven condominium units, including the four units that will be purchased by the Housing Authority. Three units will be sold to moderate-income households and are expected to close in late 2017 and early 2018.

Staff has recalculated the estimated cost to acquire the four units based on current (lower) interest rates and final (lower) HOA fees. When the Board initially approved the purchase of the units in 2016, staff estimated and the Board approved a budget of \$700,000 to purchase four units. The current estimate of total cost is approximately \$825,000. The first two units will be purchased in 2017, and the second two in 2018. Once the final costs are known and prior to purchase of the last two units, staff will return to the Board for authorization to amend the budget accordingly.





There are several other new development market-rate projects in the City that are seeking planning approvals and that will include inclusionary units, but construction dates are not yet known.

**Community Development Block Grant (CDBG)**

The year-end performance report (CAPER) for FY16-17 has been completed. In the year just ended, 208 homeless individuals and 5,885 other residents received services through CDBG funded programs that the Housing Authority administers on behalf of the City of Alameda.

**Pre-development Loans**

The Housing Authority has made separate pre-development loans to Island City Development on behalf of three development projects: Del Monte, Everett & Eagle and Rosefield. The Del Monte and Everett and Eagle loans have been repaid.

The original loan amounts and unexpended balances for Rosefield as of August 31, 2017 are shown below. This includes invoices that have been presented but not yet paid.

**Rosefield Village**

Pre-development Loan	\$1,000,000
Usage through August	\$ 259,568
Balance	\$ 740,432

**Pipeline**

**Eagle & Everett Apartments** – The construction closing transaction was completed on June 29<sup>th</sup> and a separate report on the project is attached. The entire HCD staff worked diligently and collaboratively to achieve the closing, and these efforts will be celebrated with a groundbreaking ceremony scheduled for October 5th.

Staff is actively working with outside counsel to finalize a draft MOU between AHA and the Alameda Unified School District to secure access to former redevelopment funds that have been approved for Eagle and other projects but that require the participation of the School District based on prior legal agreements with the City and the CIC.

**Del Monte Senior** - A separate report on the project is attached.

**North Housing** – A separate report on this proposed project is attached. In response to the GSA solicitation to sell the neighboring parcel and the corresponding level of activity, the overall work plan for some HCD staff will be impacted by the need to address active issues. The costs for consulting services will also be somewhat increased and the Rosefield project may be delayed while staff focuses on these tasks.



An overview of current and pending project related work is as follows:

Current

- Working with Mike Andrews as consultant to assist with overall development strategy, site planning and financial modeling, third party negotiation
  - Engaged outside counsel to review relevant documents and advise
  - Assess the offer to purchase received from Carmel
  - Ongoing meetings with EBMUD, Public Works, AMP and City Planning staff to clarify infrastructure requirements
  - Ongoing meetings with Alameda Point Collaborative and Building Futures including preparation for joint Board meeting in October
- 2017 - 2018
- Retain environmental specialist/consultant to provide documents (covenants) needed for closing
  - Work with legal counsel and City Attorney to complete conveyance
  - Prepare demolition bid documents
  - Meet with stakeholders and public partners to formulate development strategy; consider if amendments needed to LBA or MOU
  - Additional Board meetings as needed to receive direction and take action

2018 - 2019

- Complete building demolition
- Prepare updated Development Plan and begin to seek funding
- Actual development start unknown until infrastructure needs and costs are confirmed

Rosefield Village – The site plan prepared by the Dahlin Group was be considered by the Planning Board on September 11<sup>th</sup> and received unanimous approval. Several Planning Board members strongly support the concept of building the maximum number of units on the site and the approved final action was for 66 up to 85 units on the site if the parking needs can be met. Staff will return to the Board within the next few months to discuss various options.

Staff continues to work with the environmental consultant to complete the required tests and reports. Now that development plan approval has been granted, staff will be able to apply for certain State funds that are expected to become available in 2018.

In 2016 staff had submitted a 'placeholder' bond application to the California Debt Limit Allocation Committee in order to take advantage of the State's offer to reserve bond allocation and to retain the favorable "DDA" tax credit basis boost that was set to expire in 2016. Because the project is not yet ready to proceed, staff will send a letter requesting to withdraw the preliminary reservation. There is no penalty to withdraw, although the initial \$2,000 application fee will be forfeited. There is some good news in that the DDA areas for 2018 were just published, and Alameda sites have retained the DDA status.





**Asset Management**

Staff continues to collect data for the property profile summary spreadsheet and affordability matrix for the AHA portfolio, including partner properties. Staff is working with the City on a records review of all property building plans. Staff manages the eight (8) organizational entities for which we are responsible, including audit support, property tax exemptions, and regulatory and tax filings. These include the Housing Authority, Island City Development (ICD), Sherman and Buena Vista LP, Del Monte Senior LLC, Everett and Eagle LP, 2437 Eagle Avenue LLC, 2216 Lincoln AHA LLC, and AHA Islander GP, LLC. The ICD 2016 audit is complete.


Staff has provided support to the finance department during this transition period, including an inventory of loans payable and receivable or the audit and other miscellaneous duties. Staff is working with legal counsel on regulatory oversight and title review at various properties, along with reviewing contract requirements for the project based voucher program. The Housing Authority has a unique position as both contract administrator and owner/landlord. However, HUD requires these roles be performed by separate legal entities. Staff is working with counsel to prepare a recommendation and a report will be forthcoming by the end of the calendar year.

Staff is working with counsel to prepare transaction documents for the four units that will be purchased at 2100 Clement. The first two units are expected to be ready for closing and occupancy in October or November. Staff will be presenting on a panel at the Non-Profit Housing Association of Northern California annual conference on October 6th.

**RECOMMENDATION**

For information only.

Respectfully submitted,

  
Victoria Johnson





# 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: Lynette Jordan  
Director of Housing Programs

Date: September 20, 2017

Re: Monthly Overview Report to the Board Housing Programs

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## **BACKGROUND**

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

## **HOUSING PROGRAMS FUNDING AND UTILIZATION UPDATE**

AHA Executive Management staff continued to meet bi-weekly in the month of August to monitor our funding and leasing options by utilizing the HUD Two-Year Forecasting Tool (TYT). The TYT has aided us in analyzing various utilization situations, which include running basic leasing and spending scenarios, to make informed decisions in an effort to optimize the program.

Utilizing the TYT has shown AHA staff that our Success Rate remains at 38%, with the majority of our families leasing at the 90-day mark and our annual Turnover Rate is stable at 3.6%. This data shows us that of the small percentage of new vouchers staff have issued, families are successful in leasing. This is because of our competitive payment standards and our owner incentive program, which have aided our families in finding and securing units. Our forecast shows there will be just over \$700,000 remaining in HAP reserves at year-end or 2.9%.

Based on the data staff made a decision to set a lease-up deadline for all new searchers of December 31, 2017. AHA mailed notification to all searchers of the new leasing deadline. AHA will not issue any new vouchers and staff will continue to monitor our attrition rate and HAP spending, to make adjustments if needed.

## **Portability Update**

Based on continued monitoring of the HCV HAP spending and TYT and an informed analysis of our attrition and port-in rates, AHA Executive Management staff feels that AHA



can continue to absorb in-coming portability voucher holders until the year-end. Current portability reports show our annual port-in rate is close to 4% and program participants porting in from other PHA's are very successful as they have located and secured units prior to porting into our jurisdiction. AHA will monitor this port absorption decision monthly and make adjustments based on an informed analysis.

### **Inspections Administration Changes**

Sterling Inc., Co officially began administrative responsibilities for the AHA inspection department on July 1, 2017. The AHA Inspection staff continue to work to ensure a smooth transition and complete compliance of these duties by meeting with Sterling representatives bi-weekly to discuss any concerns and develop efficiencies. No adverse effect on our tenants or owners have been reported, because the transition period was seamless.

### **Owner Leasing Incentive Update**

Since launching the Landlord Leasing Incentive Program in August 2016, we have successfully added **42 additional units**, which has helped AHA to maintain our lease-up rate for the Section 8 program. Though staff are no longer issuing new vouchers, our plan is to continue the program to offer an incentive to owners in Alameda to house our continued movers.

There are currently 28 new participants searching for housing in the City of Alameda, with the new searching deadline of December 31, 2017.

### **Owner Workshop**

HPD will host the first of two Annual Owners Workshop sessions on September 21, 2017 from 2-4 pm at Independence Plaza. The workshop will be open to all Owners currently participating in the Housing Choice Voucher (HCV) program and any Owners/Landlords interested in participating in the program in the future.

The workshop presentation will include the guest speakers from various agencies:

- Echo Fair Housing
- Environmental Health
- Alameda Police Department
- Vector Control
- AHA Housing and Community Development

This year's workshop will include an appreciation presentation for our owners to thank them for their continued program participation.

### **Staff Development**

HPD continually looks for training opportunities for staff. In the month of August, staff attended the following trainings:

- Lynette Jordan- Director of Housing Program- attended the Nan McKay Financial Management and Certification Training in Anaheim California.



Nan McKay's Financial Management training is one of the most comprehensive trainings on financial management in the HCV program. The three-day training provides the knowledge and tools needed to understand how to maximize the use of available funding. The course also taught attendees how to make use of HUD's Two Year Forecasting Tool (TYT) to better utilize funding. It is beneficial to AHA staff responsible for managing the number of units to lease as well as those responsible for VMS reporting. It was a very useful training, and the Director was able to utilize her new VMS skills immediately upon her return.

**Training Schedule: (AHA will host on-site at Independence Plaza)**

**1. Housing Quality Standards (HQS) by Nan McKay & Associates Staff - October 23-26, 2017**

This 3-day training provides information on general room standards, and an analysis of inspection results focusing on the four SEMAP indicators that relate to HQS inspections. This class also includes a discussion of the new Uniformed Physical Condition Standards (UPCS-V). Staff will learn what constitutes a decent, safe, and sanitary unit and hear about the latest guidance regarding biennial inspections.

**2. Housing Choice Voucher (HCV) Occupancy Training- by NAHRO Staff - November 13-17, 2017**

HCV Occupancy Training is three trainings: eligibility, rent calculation, and occupancy, all rolled into one. In one week, participants can acquire the knowledge they need to do their job as a Housing Specialist. Upon completion of this training, staff should be able to explain and apply HUD regulations and guidance to determine eligibility, the intake process, occupancy, and rent calculation in the HCV program. In this training staff will also learn to calculate the HAP and family share for an HCV family using the payment standard, utility allowance, and gross rent.

**HPD August Department Statistics**

<b>Statistics</b>	<b>June 2017</b>	<b>July 2017</b>	<b>August</b>
<b>Annual Re-examinations Processed</b>	112	96	114
<b>Rent Increases Processed</b>	42	72	28
<b>Interim Re-examinations Processed</b>	39	50	32
<b>HQS Inspections Conducted</b>	17 36% pass rate	55 55% pass rate	68 36% pass rate



<b>HQS in AHA Owned</b>	0 Annuals completed	0 Annuals completed	0 Annuals completed
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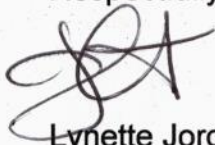
**Voucher issuance and lease up data for August 2017**

<b>Statistics</b>	<b>June</b>	<b>July</b>	<b>August</b>
<b>Section 8 Movers seeking housing</b>	14	10	4
<b>New voucher holders seeking housing</b>	31	24	15
<b>Voucher holders ported out and seeking elsewhere</b>	12	8	9
<b>Total voucher holders seeking housing</b>	57	42	28
<b>Non Port in leased up</b>	1	0	7
<b>Port Move-In leased up</b>	1	1	0
<b>New Vouchers Issued</b>	0 (HCV) 0 (FUP)	0 (HCV) 3 (FUPY)	0(HCV) 1(FUPY)

**RECOMMENDATION**

For information only.

Respectfully submitted,



Lynette Jordan  
Director of Housing Programs

VC/all



**Housing  
Authority of the City of Alameda**

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper  
Executive Director

Date: September 20, 2017

Re: Monthly Overview Report to the Board – Rent and Community  
Programs

**RENT PROGRAM:**

The monthly reports for the Rent Stabilization Program is available at [www.alamedarentprogram.org](http://www.alamedarentprogram.org) website.

**CITY COUNCIL ITEMS:**

On September 5, the City of Alameda withdrew Ordinance 3180. AHA will continue to operate the program under Ordinance 3148.

**STAFFING:** Suzanne Warner will join the team as the Director of Rent and Community Program on September 25<sup>th</sup>. Suzanne has considerable experience in the provision of government funded in housing, homeless and health services. She has also served on the Rent review Advisory Committee.

**OFFICES:** The rent program will move to its new offices effective October 2. Public services and meetings will continue to be held at 701 and 703 Atlantic Avenue.

Respectfully submitted,

Vanessa M. Cooper  
Executive Director





**Housing  
Authority of the City of Alameda**

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To: Honorable Chair and  
Members of the Board of Commissioners

From: Lisa Caldwell, Director of Property Operations

Date: September 20, 2017

Re: Monthly Overview Report to the Board for Property Operations

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**BACKGROUND**

This memo provides a high level overview of the property operations activities in the prior month.

**DISCUSSION**

Effective July 1, 2017 The John Stewart Company took over the property management of Rosefield Village. AHA Property Management staff and The John Stewart Company staff are working closely to ensure a smooth transitions for the tenants. Weekly calls have been scheduled for the next few months to go over tenant, financial reporting and the property needs. The John Stewart Company was selected through an RFP process and we are confident they can meet the needs of AHA and the tenants.

**VACANCY – August**

Vacancies remain low due to the tight market conditions and the strong lease up coordination between the Property Management and Housing Programs departments. Applicants from our waitlists have been outreached or are in process for all vacant units. Three applicants are processed at a time for each vacancy.

<b>Property</b>	<b>Unit #</b>	<b>Vacancies end of August</b>	<b>Rate</b>
Anne B. Diamant Plaza	65	1	2%
China Clipper Plaza	26	1	4%
Eagle Village	42	0	0%
Esperanza	120	0	0%
Independence Plaza	186	4	2%
Parrot Village	50	1	2%
Rosefield Village	46	1	2%
Combined Smaller Sites *	38	0	0%
<b>Total</b>	<b>573</b>	<b>8</b>	<b>1%</b>

\*Lincoln House (4), Lincoln/Willow (5), Parrot Gardens (8), Senior Condos (7), Sherman Street (9),

Stanford House (4) and 1 detached home located on Paru Street.

The total unit count above includes the five (5) manager units located at Anne B. Diament Plaza, Esperanza, Parrot Village, Independence Plaza and China Clipper.

In August there were four (4) units at Rosefield that were permanently offline due to the upcoming rehabilitation of the property, these units are not included in the vacancy numbers & rate listed above.

RENT COLLECTIONS – August

Most rents for August were collected. Legal proceedings will be started on the households who did not pay if agreements cannot be reached for the past due payments. Many tenants have come gotten into the habit of paying their rent after the 5<sup>th</sup> of the month and either including the \$10 late fee as part of their rent or not paying the late fee at all. There are many tenants that owe over \$100 in late fees. Having to chase down the late fee payments and issuing numerous 3-day notices each month has become an administrative burden on staff. Referrals are made to the social workers each month for late payers and almost all pay after the 3 days notice is up. Staff will be presenting a change to the Property Management Policy increasing the late fee from \$10 to \$25. A \$25 late fee is standard in the affordable industry.

All properties had a collection rate of 95% or above in August.

GPR - Budget vs. Collected

Property	ABD	China Clipper	Eagle Village	ESP	IP	Parrot Village	All Other Sites	Total
					Tenant Rent Only			
Budgeted GPR	72,500	31,358	77,014	254,047	131,840	109,460	45,750	<b>721,968</b>
Collected	81,451	30,007	74,165	297,130	132,083	138,375	48,148	<b>801,359</b>
Collection Rate	112%	96%	96%	117%	100%	126%	105%	<b>111%</b>

\*Lincoln House (4), Lincoln/Willow (5), Parrot Gardens (8), Senior Condos (7), Sherman Street (9) and Stanford House (4)

Rosefield Village is not included in the rent collection chart for the month of July and August due to the transition of property management to The John Stewart Company effective July 1, 2017. The John Stewart Company will be providing monthly financials for the property on the 15<sup>th</sup> of each month for the prior month. Rosefield Village will be added back to the chart once financial reports are received and reviewed from The John Stewart Company. The John Stewart Company is still setting up the financial reporting in their system. AHA is closely monitoring the transition process with weekly phone calls. Once financials are received by AHA and reviewed July and August will be provided.

Rent increase notices for 2017 for all sites (except Independence Plaza) continue to go out. The rent increase notices are provided 60 days prior to the effective date. Many of the increases are to the contract rent for voucher holders and should not affect the



tenant's portion. The exception will be to the tenant based voucher holder households that are over housed and paying for an extra bedroom outside of the voucher size. Increases are generally within 5%. However the contract rent remains significantly lower (20-30% lower) than the payment standard. Over time if the agency has sufficient HAP funds available, contract rents should be brought closer to the payment standard which will help with cash flow and upgrades at the sites.

All residents at Independence Plaza have not had rent increases since 2014 and after 2026, the property will not be operation if rents are not increased significantly due to the loss of RDA funds. Staff will be presenting a rent increase structure to the Board in October or November.

Effective September 1<sup>st</sup> only one rent level is available for new move ins at Independence Plaza. The new move in rents will be:

Bedroom Size	Rent
1 bedroom	\$900
2 Bedroom	\$1100

Any future change to rent levels will be provided in writing from the Executive Director.

All new move-ins (except reasonable accommodation transfers from other AHA owned sites) will come from the Affordable Waitlist opened in 2016. All existing tenants who applied to be on this list were added to the list in 2016 Existing residents on the 2016 affordable waitlist may be offered a unit at the new move in rents once their name comes to the top of the waitlist, provided that they are income qualified. They do not need to move but the unit will be re-designated as "Affordable".

Reasonable accommodation requests transferring into IP from other AHA owned properties must be proposed by the Director of Property Operations and approved by the Executive Director. Such transfers must meet all other new move in conditions.

All new residents must sign a regulatory agreement capping the rent and income and informing them that there will be regular annual rent increases going forward.

## CONTRACTS

The majority of property management related contracts have been brought to the board for extensions and approval of contract amendments not to exceed 5 years. The only pending contract at this time is the elevator service contract which expired July 31, 2017 and is at its 5 year term. Due to staff changes within the Agency we have entered into a 6 month extension to the original contract and are committed to going through the RFP process before the 6 month extension is over. The estimated time of the start of the RFP process for the elevator service contract will be November of this year.

RESIDENT SERVICES

As mentioned in the Board report for August, the LifeSTEPS report for July was not received in time to be reported. Below is the LifeSTEPS report for July and August.

July

For the month of July LifeSTEPS provided 73.5 hours of individual case management to 185 residents on matters of rent, utilities, housekeeping, coping and emotional support, transportation assistance, healthcare and medical needs.

LifeSTEPS provided 10 educational classes in July. 3 classes were held at Anne B. Diamante, 2 at Esperanza, 3 at Independence Plaza and 2 for our scattered sites for a total of 82 participants. Topics for the workshops included The Sun and Safety and Water Safety.

Furthermore, 75 hours were spent conducting community building enrichment activities such as Meet and Greet with new Director of Social Services, coffee social, games, healthy potluck and a movie day with a total of 314 residents throughout our portfolio attending. Additional services for the month included a food giveaways in conjunction with the Alameda food bank and nutrition classes, and educational scholarship outreach. 198 residents attended these additional services.

Activity	Participants	Hours
Educational Classes	82	8.75
Additional Services and Education	198	29
Individual Case Management	185	73.5
Community Building Enrichment Activities	314	75

The Reading Room at Esperanza is open weekly for children's reading and other activities. Alameda Family Services continues to provide services at Esperanza for families, seniors and the homeless. The agreement is up for renewal in the fall and discussions have commenced.

After school services are provided the Boys & Girls Club of Alameda and are open to all AHA households under a Memoranda of Understanding (MOU).

In a new partnership with AHA, the Alameda Food Bank is now providing services twice a month to both Anne B Diament and independence Plaza. The following households total were served. It is hoped to expend this service to Esperanza in coming months.

Property	Total number of units	May households served (two deliveries)
Anne B Diament	65	30, 33
Independence Plaza	186	30



Independence Plaza only had one delivery from the Food Bank for the month of July due to the Fourth of July holiday.

### August

For the month of August LifeSTEPS provided 111 hours of individual case management to 282 residents on matters of rent, utilities, housekeeping, coping and emotional support, transportation assistance, healthcare and medical needs.

LifeSTEPS provided 11 educational classes in August. 2 classes were held at Anne B. Diamante, 3 at Esperanza, 4 at Independence Plaza and 2 for our scattered sites for a total of 96 participants. Topics for the workshops included Back to School Planning for family sites and Thriving in Place for the senior sites.

Furthermore, 50.5 hours were spent conducting community building enrichment activities such as coffee and ice cream socials, sharing memories from years past, current news, a luau and move days with a total of 202 residents throughout our portfolio attending. Additional services for the month included a food giveaways in conjunction with the Alameda food bank and nutrition classes, and educational scholarship outreach. 278 residents attended these additional services.

Activity	Participants	Hours
Educational Classes	96	10.5
Additional Services and Education	278	44.5
Individual Case Management	282	111
Community Building Enrichment Activities	202	50.5

There is a significant difference in hours from July to August due to staff changes within LifeSTEPS. There are now two cases managers in place and a number of hours that were missed in prior months due to illness or staff changes were made up in August.

The Reading Room at Esperanza is open weekly for children's reading and other activities. Alameda Family Services continues to provide services at Esperanza for families, seniors and the homeless. The agreement is up for renewal in the fall and discussions have commenced.

After school services are provided the Boys & Girls Club of Alameda and are open to all AHA households under a Memoranda of Understanding (MOU).

In a new partnership with AHA, the Alameda Food Bank is now providing services twice a month to both Anne B Diamant and independence Plaza. The following households total were served. It is hoped to expend this service to Esperanza in coming months.

<b>Property</b>	<b>Total number of units</b>	<b>May households served (two deliveries)</b>
Anne B Diamant	65	35,37
Independence Plaza	186	35,30

MAINTENANCE

The Maintenance Supervisor position is currently vacant and recruitment has begun. The job was posted on August 31<sup>st</sup> and we hope to have the position filled soon.

Annual HQS inspections for 2017-2018 will begin in October starting with Eagle Village.

Staff has completed the preventive maintenance for Eagle Village and are currently working on preventive maintenance at Ann B. Diamant.

After hours emergency maintenance calls will now be handled by an answering service, Direct Line. When residents call the afterhours phone number already in place they will be greeted by a live person every time who will work through their call to determine if it is an urgent maintenance issue based on guidelines provide by AHA. If the call is indeed an urgent matter the answering service will contact the on call maintenance staff to address. If a call is determined to not be urgent the resident will be instructed to contact AHA during business hours. Direct Line will send a follow up email with details in order for maintenance staff to follow up with as well.

The answering service worked well and was fully tested during our recent heat wave. Staff worked hard to address a HVAC failure at Independence Plaza. Emergency fans, water and ice cream were provided in the community room throughout the weekend to help keep our seniors cool. We will continue to monitor the performance by Direct Line.

Below is the average completion time for work orders through August 2017.

<b>Month</b>	<b>Goal</b>	<b>June</b>	<b>July</b>	<b>August</b>
<b>Emergency</b>	<b>24 Hours</b>	14.00 Hours	16.00 Hours	Within 24 Hours
<b>Urgent</b>	<b>3 Days</b>	2.50 Days	2.75 Days	2.00 Days
<b>Routine</b>	<b>7 Days</b>	6.75 Days	6.00 Days	6.00 Days



The work order report below shows the work orders completed calendar year to date.

**Work Order Analysis by Completion Month**

Year: 2017

Property Name	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1000 AHA OFFICE	N/A	8	8	16	12	14	14	25	25	3	0	0	0	125
1110 SHERMAN STREET	9	5	12	7	3	2	2	1	2	0	0	0	0	34
1120 LINCOLN HOUSE	4	4	4	4	4	2	3	0	1	0	0	0	0	22
2100 ESPERANZA	120	75	93	199	92	48	45	42	60	2	0	0	0	656
3100 PARROT VILLAGE	50	77	36	29	28	25	32	26	27	3	0	0	0	283
4110 Detached Homes	1	1	0	0	0	0	0	0	0	0	0	0	0	1
6010 ANNE B DIAMENT PLAZA	65	24	16	28	27	18	19	12	75	7	0	0	0	226
6020 ROSEFIELD VILLAGE	46	47	55	34	12	15	14	0	2	0	0	0	0	179
6030 PARROT GARDENS	8	9	3	5	2	2	3	2	0	0	0	0	0	26
6040 STANFORD HOUSE	4	3	4	5	6	4	1	0	3	0	0	0	0	26
6050 LINCOLN/WILLOW	5	2	9	9	0	1	1	0	1	0	0	0	0	23
6060 SENIOR CONDOS	7	2	7	4	2	0	4	1	2	0	0	0	0	22
6070 CHINA CLIPPER PLAZA	26	39	18	10	8	6	6	11	10	0	0	0	0	108
6100 EAGLE VILLAGE	42	9	7	16	11	24	20	14	57	1	0	0	0	159
8100 INDEPENDENCE PLAZA	186	92	61	76	155	177	82	47	75	7	0	0	0	772
<b>Totals</b>	<b>573</b>	<b>397</b>	<b>333</b>	<b>442</b>	<b>362</b>	<b>338</b>	<b>246</b>	<b>181</b>	<b>340</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,662</b>

\* Effective 7/1/2017 Rosefield Village maintenance work orders will be completed by The John Stewart Company and not included on the chart above.

**FINANCIAL IMPACT**

Report only, no financial impact.

**RECOMMENDATION**

For information only.

Respectfully submitted,

Lisa Caldwell  
Director of Property Operations

VMC/all



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper, Executive Director

Prepared by: Tobi Liebermann  
Housing and Community Development Sr. Project Manager

Date: September 20, 2017

Re: Sherman & Buena Vista LP Project Update

---

## BACKGROUND

The Community Development Department provides monthly reports on projects under construction where AHA is acting as developer or lender and provides performance guarantees.

The Sherman & Buena Vista LP (Del Monte Senior) project (Project) includes the new construction of 31 units located at 1301 Buena Vista Ave. Construction funds were secured at the financial closing on December 14, 2016 and BBVA Compass is serving as construction lender. Brown Construction is the General Contractor.

## DISCUSSION

Construction of the Project started on December 27, 2016. The current percent complete as of the end of August billing is 44%. To date, a total of 50 days of time extensions have been approved due to rain delays, plan coordination issues, design omissions and other factors.

Current construction activities include window and door installation, and roofing installation. Plumbing waste/vent and supply rough-in, and mechanical and fire sprinkler rough-in is nearly complete process on all floors. Electrical rough has started including boxing and subpanels. Wiring will start soon after building is sufficiently weatherized.



The construction contract totals \$11,148,028. The development budget includes a 5% hard cost construction contingency in the amount of \$557,401. There are two owner approved prime contract change orders (PCCO) at this time; one for \$88,092 and one for \$61,661 that include both added costs and credits. There are other change order requests and proposed credits currently under review by staff and the design team.

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

<b>Contingency Utilization</b>				
	Original Budget	Current Revisions	Previous Revisions	Current Budget
Construction Contract	11,148,028	61,661	88,092	11,297,781
Construction Contingency	557,401	61,661	-88,092	407,648
Soft Cost Contingency	143,686	0	-34,525	109,261

<b>General Construction Contract Utilization</b>				
Contract Total	Value of Work Completed	Retention Withheld	Payments to Date	Balance to Finish
11,297,781	5,010,328	501,032	4,554,086	6,788,486

**FINANCIAL IMPACT**

A pre-development loan from AHA to ICD in the amount of \$1M was made on behalf of the Project and the loan was repaid. The current construction draw schedule is shown below. The land line item is shown as disbursed but is a deferred payment. The \$ Disbursed includes the current draw amount.

	<b>\$ Budget</b>	<b>\$ Disbursed</b>	<b>% Disbursed</b>	<b>\$ Balance</b>
<b>Land</b>	3,435,000	3,435,000	100%	-
<b>Hard Costs</b>	11,705,429	4,554,086	39%	7,151,343
<b>Soft Costs</b>	4,059,874	2,270,111	56%	1,789,763
<b>Total</b>	19,200,303	10,259,197	53%	8,941,106

Honorable Chair and  
Members of the Board of Commissioners

September 20, 2017  
Page 3

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

VMC:tl





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper  
Executive Director

Prepared by: Tobi Liebermann  
Housing and Community Development Sr. Project Manager

Date: September 20, 2017

Re: Everett and Eagle LP Project Update

---

## BACKGROUND

The Community Development Department provides monthly reports on projects under construction where AHA is acting as developer or lender and provides performance guarantees.

The Everett and Eagle LP (2437 Eagle Family) project (Project) includes the new construction of 20 units located at 2437 Eagle Ave. Construction funds were secured at the financial closing on June 29, 2017 and JPMorgan Chase is serving as construction lender. J.H. Fitzmaurice, Inc. is the General Contractor.

## DISCUSSION

Construction of the Project started on July 7, 2017. The current percent complete as of the end of August billing is approximately 6%.

Current GC activities include site grading and underground utility installation.

The construction contract totals \$11,567,729 including one approved prime contract change order for \$11,463. The development budget includes a 5% hard cost construction contingency in the amount of \$577,813.

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

<b>Contingency Utilization</b>				
	Original Budget	Current Revisions	Previous Revisions	Current Budget
Construction Contract	11,556,226	11,463	0	11,567,729
Construction Contingency	577,813	-11,463	0	566,350
Soft Cost Contingency	148,371	-47,252	0	101,119

<b>General Construction Contract Utilization</b>				
Contract Total	Value of Work Completed	Retention Withheld	Payments to Date	Balance to Finish
11,567,729	672,937	67,294	605,643	10,894,792

**FINANCIAL IMPACT**

A pre-development loan from AHA to ICD in the amount of \$1M was made on behalf of the Project and the loan was paid back in August.

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

	<b>\$ Budget</b>	<b>\$ Disbursed</b>	<b>% Disbursed</b>	<b>\$ Balance</b>
<b>Land</b>	34,900	15,833	45%	19,067
<b>Hard Costs</b>	12,134,079	605,643	5%	11,528,436
<b>Soft Costs</b>	2,759,942	1,612,742	67%	1,147,200
<b>Total</b>	14,928,921	2,234,219	15%	12,694,702

Respectfully submitted,

Vanessa M. Cooper  
Executive Director

VMC:tl





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Date: September 20, 2017

Re: Accept Report on Quarterly Investment Report for Period Ending June 30, 2017

## 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 cash for the operating and reserve funds. Agency investments are covered by the provisions of the Housing Authority's investment policy that is approved annually by the Board.

As of June 30, 2017, AHA held \$7,757,591.13 (37%) of investment funds) in LAIF. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$12,989,591. The accrued interest for the second quarter of 2017 is \$27,670.36.

As of June 30, 2017, AHA held \$13,119,966.15 (63%) of investment funds) in CAMP. These funds are on demand and can be used for immediate needs. The prior quarter balance was \$13,087,459. The accrued interest for the second quarter of 2017 is \$32,506.53.

LAIF:	\$ 7,757,591.13
CAMP:	\$13,119,966.15

---

**Total Investment** **\$20,877,557.28**

The key changes in balance for the period relate to:

On June 30, 2017  
\$4,250,000.00 was loaned to Everett and Eagle LLC.  
\$982,000.00 was wired to PEMHCA

Interest of \$27,670.36 was not credited until July 2017; however, this amount was accrued at 6/30/2017.

The Housing Authority'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 Executive Director will maintain a complete and timely record of all investment transactions.

RECOMMENDATION

It is recommended that the Board of Commissioners accept the report on the Housing Authority's investment portfolio as of March 31, 2017.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

Attachments: LAIF report for the quarter ending June 30, 2017  
CAMP report for the quarter ending June 30, 2017



**OFFICE OF THE TREASURER  
SACRAMENTO**

Local Agency Investment Fund  
PO Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001  
[www.treasurer.ca.gov/pmia-lalf/lalf.asp](http://www.treasurer.ca.gov/pmia-lalf/lalf.asp)



June, 2017 Statement

**Account Number:** [REDACTED]

ALAMEDA HOUSING AUTHORITY  
Attn: EXECUTIVE DIRECTOR  
701 ATLANTIC AVENUE  
ALAMEDA CA 94501

**Transactions**

<u>Effective Date</u>	<u>Transaction Date</u>	<u>Tran Type</u>	<u>Confirm Number</u>	<u>Authorized Caller</u>	<u>Amount</u>
06-12-2017	06-12-2017	RW	1539080	MARIE WANG	-4,250,000.00
06-23-2017	06-23-2017	RW	1539931	MARIE WANG	-982,000.00

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	12,989,591.13
Total Withdrawal:	-5,232,000.00	Ending Balance:	7,757,591.13

Customer Service  
PO Box 11813  
Harrisburg, PA 17108-1813



Housing Authority of the City of Alameda (AHA)

ACCOUNT STATEMENT

For the Month Ending  
June 30, 2017

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 07/04/2017 for Independence Day.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA (AHA)  
MARIE WANG  
701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

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

Customer Service 1-800-729-7665





## Account Statement!

For the Month Ending June 30, 2017

### Important Disclosures

This statement is for general information purposes only and is not intended to provide specific advice or recommendations. PFM Asset Management LLC ("PFM") is an investment advisor registered with the Securities and Exchange Commission, and is required to maintain a written disclosure statement of our background and business experience. If you would like to receive a copy of our current disclosure statement, please contact Service Operations at the address below.

Proxy Voting PFM 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. PFM's Proxy Voting Policy is available upon request by contacting Service Operations at the address below.

Questions About an Account PFM'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 PFM. 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. PFM recognizes that clients may use these reports to facilitate record keeping and that the custodian bank statement and the PFM 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 PFM does not have the authority to withdraw funds from or deposit funds to the custodian. 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, PFM's market prices are derived from closing bid prices as of the last business day of the month as supplied by Interactive Data, Bloomberg or TeleRate. 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 PFM believes the prices to be reliable, the values of the securities do not always represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for money market and TERM funds is contained in the appropriate fund 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. PFM 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, PFM 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 PFM, 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.

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 money market and TERM funds are marketed through representatives of PFM's wholly owned subsidiary, PFM Fund Distributors, Inc. PFM Fund Distributors, Inc. 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 Regulator Public Disclosure Hotline at 1-888-288-9899 or at the FINRA Regulation Intranet website address [www.nasr.com](http://www.nasr.com). A brochure describing the FINRA Regulation Public Disclosure Program is also available from the FINRA upon request.

#### Key Terms and Definitions

Dividends on money market funds consist of interest earned, plus any discount relativity amortized to the date of maturity, plus all realized gains and losses on the sale of securities prior to maturity, less ratable 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 this 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 payments 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 PFM 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 PFM within 60 days of receipt. If you have other concerns or questions regarding your account, you should contact a member of your client management team or PFM Service Operations at the address below.

PFM Asset Management LLC  
Attn: Service Operations  
One Keystone Plaza, Suite 300  
N. Front & Market Sts  
Harrisburg, PA 17101



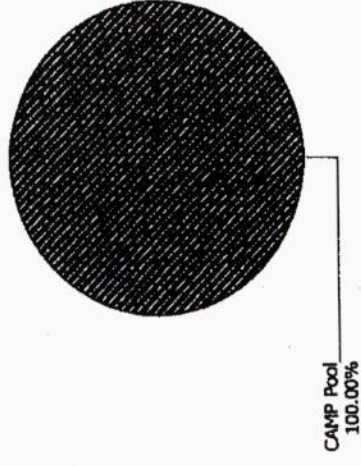
For the Month Ending June 30, 2017

Account Statement - Transaction Summary

PFM Group

Asset Summary			
	June 30, 2017	May 31, 2017	
CAMP Pool	13,119,966.15	13,108,637.50	
<b>Total</b>	<b>\$13,119,966.15</b>	<b>\$13,108,637.50</b>	

CAMP Pool	
Opening Market Value	13,108,637.50
Purchases	11,328.65
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
<b>Closing Market Value</b>	<b>\$13,119,966.15</b>
Cash Dividends and Income	11,328.65







**Account Statement**

For the Month Ending June 30, 2017

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
<b>CAMP Pool</b>					
Opening Balance					13,108,637.50
06/30/17	07/03/17	Accrual Income Div Reinvestment - Distributions	1.00	11,328.65	13,119,966.15
Closing Balance					13,119,966.15

	Month of June	Fiscal YTD July-June	
Opening Balance	13,108,637.50	0.00	Closing Balance
Purchases	11,328.65	13,119,966.15	Average Monthly Balance
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield
Check Disbursements	0.00	0.00	1.05%

Closing Balance	13,119,966.15	13,119,966.15
Cash Dividends and Income	11,328.65	42,669.03



# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper  
Executive Director

Prepared by: Kathleen Fraser, Management Analyst

Date: September 20, 2017

Re: Quarterly Police Report

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## BACKGROUND

The Housing Authority budget for this fiscal year (FY2017) provides for community policing services at Housing Authority properties. This report on those services covers the fourth (4<sup>th</sup>) quarter of the fiscal year (FY2017), from April 01<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2017; labeled as "2<sup>nd</sup> Quarter 2017" on the data sheet in attached Exhibit A, provided by the Alameda Police Department. The Police Department collects detailed monthly data and provides the agency quarterly reports based on their calendar year.

## DISCUSSION

Attached as Exhibit A is a detailed report of recorded types of police activity at Housing Authority properties. In addition, a graph and chart showing the number of reports written and arrests made during April 01<sup>st</sup>, 2017 to June 30<sup>th</sup>, 2017, by property, is provided. These reports indicate that the number of crime reports written on Housing Authority properties made up 0.9% in 4Q 2017 of the total number of crime reports written city wide and 0.8% of the arrests, respectively. The population of Housing Authority properties in relation to the City of Alameda as a whole is 1.7 percent; therefore, the level of police report activity during this period is consistent with what would be expected for a population of this size, but the number of actual arrests are significantly less.

Exhibit B provides a visual indication of the comparison of this activity and also is used to identify potential trends. For ease of comparison, the number of reports written on Housing Authority properties has been multiplied by 50 so that they can be compared





with the much larger numbers for the city as a whole. This chart demonstrates that activity on Housing Authority properties tends to be less than the City and has significantly decreased in the last year.

The Director of Property Operations meets weekly with the two assigned officers to determine if households are in non-compliance with their lease, and if so, enforces the lease.

Staff will continue to review the statistics regularly to determine if any trends are developing and to address any issues as quickly as possible.

### FINANCIAL IMPACT

The services provided are a budgeted item and this reporting is part of the Services Agreement.

### RECOMMENDATION

This report is provided for information only.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/KF

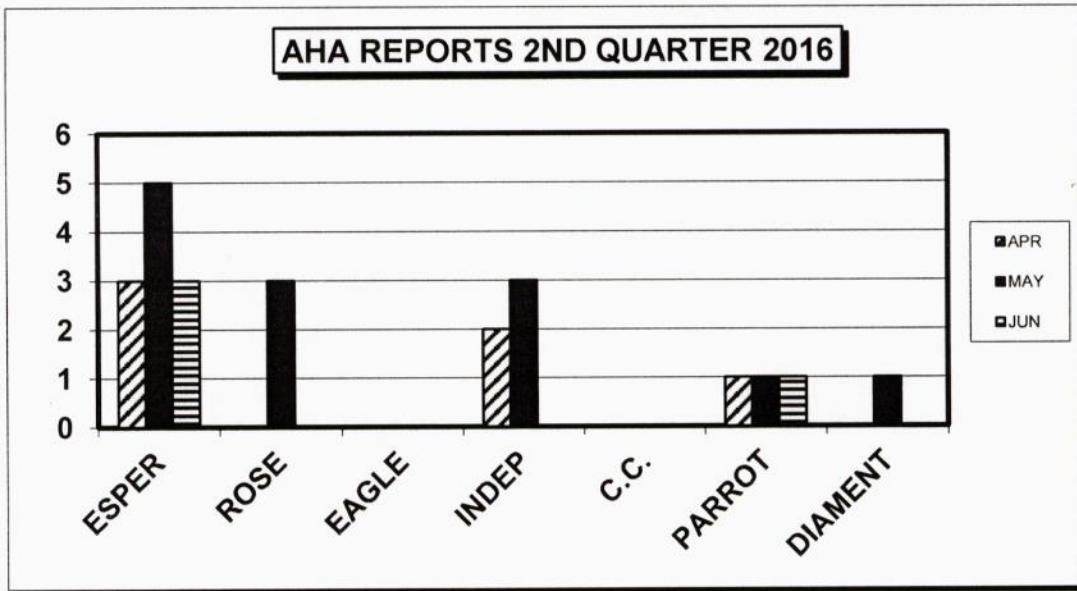
#### Attachments:

- A. Police Reports and Arrests Charts for 4th Quarter of 2017
- B. Police Activity Comparison over a Two-year Period

cc: Officer Alyssa Schlitt  
Officer Dustin Lorensen



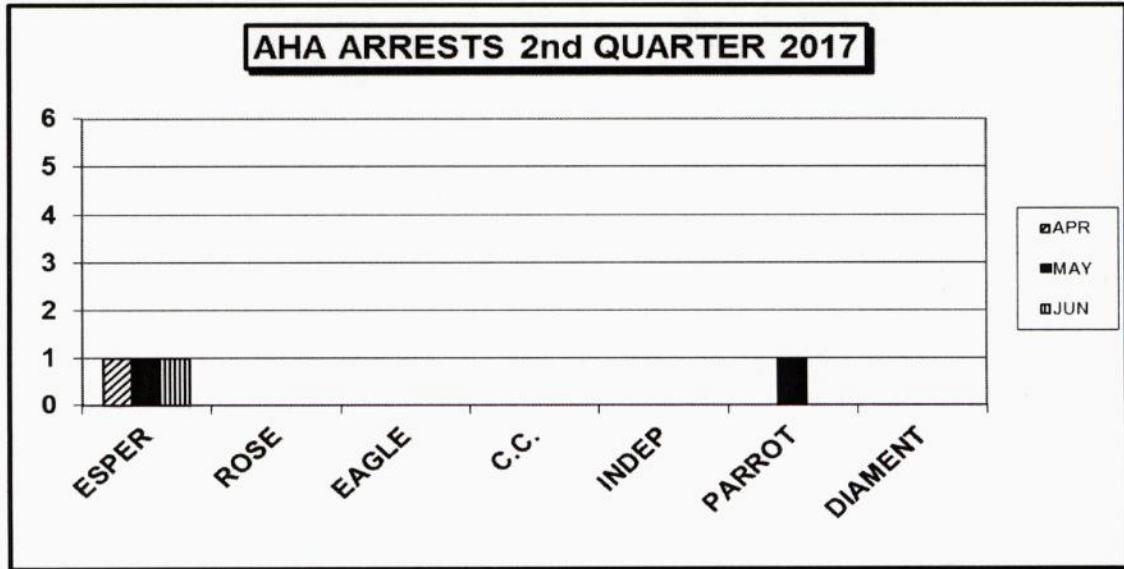
RD	114	144	145	112	124	212	325	AHA	CITY
	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL	TOTAL
MURDER								0	0
% CITY								0.0%	
RAPE								0	1
% CITY								0.0%	
ROBBERY								0	9
% CITY								0.0%	
ASSAULT								0	44
% CITY								0.0%	
BURG								0	13
% CITY								0.0%	
THEFT								0	157
% CITY								0.0%	
VEH THFT								0	26
% CITY								0.0%	
NARC								0	7
% CITY								0.0%	
INTOX								0	29
% CITY								0.0%	
VANDAL								0	30
% CITY								0.0%	
OTHER	3					1		4	128
% CITY						1.0%		3.1%	
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>444</b>
<b>% CITY</b>	<b>0.7%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.2%</b>	<b>0.0%</b>	<b>0.9%</b>	



	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL
<b>APR</b>	3	0	0	2	0	1	0	6
<b>MAY</b>	5	3	0	3	0	1	1	13
<b>JUN</b>	3	0	0	0	0	1	0	4
<b>TOTAL</b>	<b>11</b>	<b>3</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>3</b>	<b>1</b>	<b>23</b>



RD	114	144	145	146	124	212	349	AHA	CITY
	ESPER	ROSE	EAGLE	INDEP	B.V.	PARROTT	DIAMENT	TOTAL	TOTAL
MURDER	0	0	0	0	0	0	0	0	0
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
RAPE	0	0	0	0	0	0	0	0	2
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ROBBERY	0	0	0	0	0	0	0	0	15
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ASSAULT	1	0	0	0	0	0	0	1	55
% CITY	1.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.8%	
BURG	0	0	0	0	0	0	0	0	5
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
THEFT	0	0	0	0	0	0	0	0	11
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VEHTRFT	0	0	0	0	0	0	0	0	6
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
NARC	0	0	0	0	0	0	0	0	19
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
INTOX	0	0	0	0	0	0	0	0	53
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VANDAL	0	0	0	0	0	0	0	0	2
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
OTHER	2	0	0	0	0	1	0	3	322
% CITY	0.6%	0.0%	0.0%	0.0%	0.0%	0.3%	0.0%	0.9%	
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>4</b>	<b>490</b>
<b>% CITY</b>	<b>0.6%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.2%</b>	<b>0.0%</b>	<b>0.8%</b>	



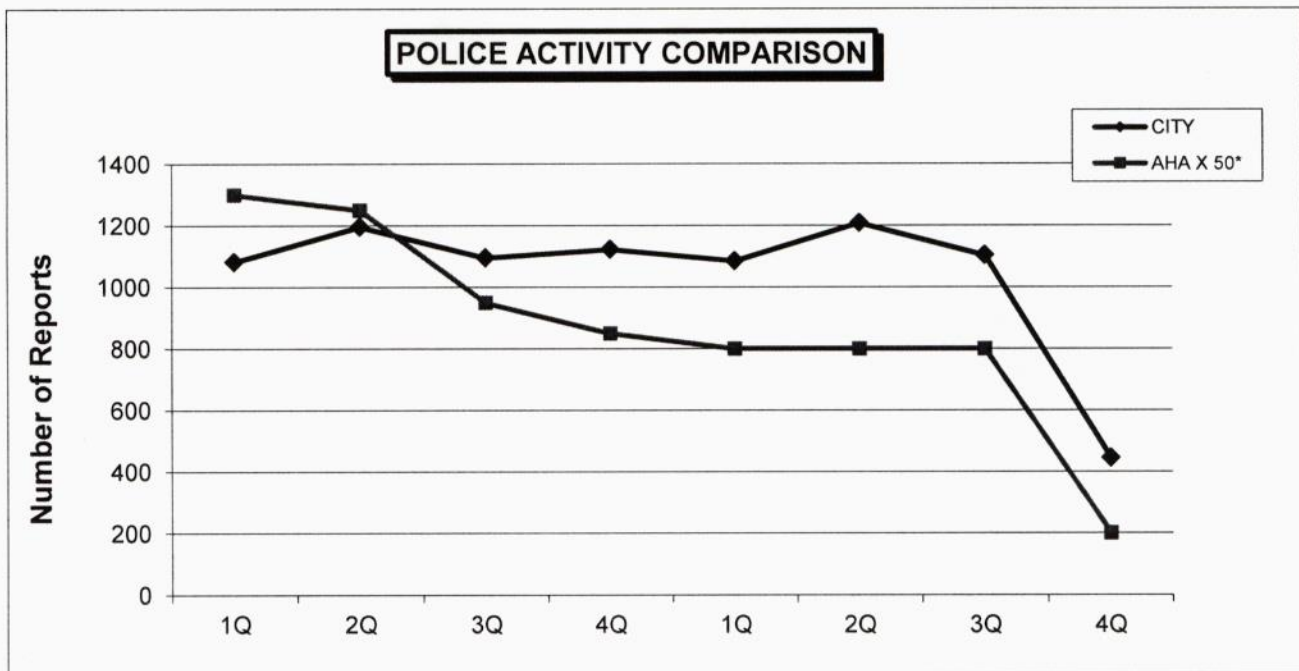
	ESPER	ROSE	EAGLE	C.C.	INDEP	PARROT	DIAMENT	TOTAL
APR	1	0	0	0	0	0	0	1
MAY	1	0	0	0	0	1	0	2
JUN	1	0	0	0	0	0	0	1
<b>TOTAL</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>4</b>

HOUSING AUTHORITY OF THE CITY OF ALAMEDA  
 POLICE ACTIVITY  
 ON HOUSING AUTHORITY PROPERTIES  
 COMPARED WITH THE CITY AS A WHOLE

Crime Reports

Exhibit B

	1Q FY16	2Q FY16	3Q FY16	4Q FY16	1Q FY17	2Q FY17	3Q FY17	4Q FY17
CITY	1082	1195	1095	1122	1085	1208	1104	444
AHA X 50*	1300	1250	950	850	800	800	800	200
AHA	26	25	19	17	16	16	16	4



\* Note: Housing Authority numbers are multiplied by 50 to make it possible to compare with the much larger numbers for the City as a whole.

management analyst (Reports/Property Management/Police Reports/Quarterly Trend Chart)  
 9/12/2017





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

---

701 Atlantic Avenue • Alameda, California 94501-2161

---

To: Honorable Chair and  
Members of the Board of Commissioners

From: Vanessa M. Cooper, Executive Director

Prepared  
By: Kathleen Mertz, Asset Manager

Date: September 20, 2017

Re: Grant a Public Utility Easement (PUE) to Alameda Municipal Power for  
Infrastructure Equipment at Stargell Commons, as Land Owner, and Provide  
Consent to Easement as Lender

---

## BACKGROUND

Stargell Commons (Project) is a 32-unit family rental project at Alameda Landing that is jointly developed by the Housing Authority and Resources for Community Development (RCD). The Project closed on construction financing in December 2015, and was completed in May 2017. The Project was financed with Low-Income Housing Tax Credits, and is owned by a Limited Partnership (Partnership). Island City Development is a member of the Partnership. The Housing Authority has multiple roles in the Project. The Housing Authority is the land owner, a lender, and a project-based voucher contract administrator.

## DISCUSSION

During the final phase of construction, Alameda Municipal Power (AMP) notified the developer of the requirement for a PUE surrounding their infrastructure equipment. The equipment includes a transformer, meter enclosure and conduit. The final proposed PUE is around the existing meter enclosure and new transformer on the parking parcel, plus conduit to tie in this infrastructure to the existing utility easements on Bette Street and for existing boxes on the parcel. The parcel has an existing PUE on the west side. This new PUE connects this to Bette Street. Please see attached.

## FISCAL IMPACT

This PUE will have no fiscal impact. AMP is responsible for maintaining, restoring, repairing, replacing, and operating their utility equipment.

RECOMMENDATION

Staff recommends Board grant the new Public Utility Easement to Alameda Municipal Power for their infrastructure equipment at Stargell Commons as land owner and provide consent to said Easement as lender.

Respectfully submitted,



Vanessa M. Cooper

Exhibit A: Grant of Easement



Recording Requested By  
CITY OF ALAMEDA

AND WHEN RECORDED MAIL TO

CITY OF ALAMEDA  
PUBLIC WORKS DEPARTMENT  
950 West Mall Square, Room 110  
Alameda, CA 94501-7575

Recorded for the Benefit of the City of Alameda  
Pursuant to Government Code Section 6103

---

APN: 074-1366-004 (A Portion)

## GRANT OF EASEMENT

The Housing Authority of the City of Alameda, a public body, corporate and politic (“Grantor”), for a valuable consideration, does hereby grant, transfer, and convey unto the City of Alameda, a Municipal Corporation (“Grantee”), a permanent nonexclusive easement, including the right of ingress to and egress from said easement through a drivable access (designed to withstand the weight of heavy construction equipment) for the purpose of maintaining, restoring, repairing, replacing and operating certain utilities in, over, under, across, and along that parcel or strip of land as situated in the City of Alameda, County of Alameda, State of California, and which is more particularly described as follows:

See Exhibits “A”, attached and made a part hereof

IN WITNESS HEREOF, GRANTOR HAS EXECUTED THIS INSTRUMENT ON \_\_\_\_ DAY OF \_\_\_\_\_, 2017.

The Housing Authority of the City of Alameda,  
a public body, corporate and politic

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[NOTARY ACKNOWLEDGEMENT ATTACHED]

**ACKNOWLEDGEMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above



EXHIBIT A

Plats and Legal Description of Public Utility Easement

[Attached]

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 1**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of Parcel 4 as said parcel is shown on that certain map entitled "Parcel Map No. 10086", filed July 6, 2012, in Book 320 of Parcel Maps at Pages 43 through 53 (320 PM 43), inclusive, in the Office of the Recorder of Alameda County, and also being a portion of the property described in that certain deed entitled "QUITCLAIM DEED", recorded on February 13, 2015 in Document No. 2015-043806, Alameda County Records, more particularly described as follows:

COMMENCING at the southerly terminus of that certain course delineated on said map (320 PM 43) as "North 02°47'17" East 181.37 feet" on the general westerly line of said Parcel 4; thence easterly along said line, South 87°12'43" East, 10.00 feet and North 02°47'17" East 20.03 feet to the POINT OF BEGINNING; thence the following ten (10) courses:

- 1) North 02°47'17" East, 5.08 feet;
- 2) North 82°27'44" East, 16.78 feet;
- 3) South 87°12'43" East, 15.00 feet;
- 4) North 02°47'17" East, 13.89 feet;
- 5) South 87°12'43" East, 17.67 feet to the easterly line of the property described in said deed (2015-043806);
- 6) thence along said easterly line, from a radial bearing of North 79°39'51" East, southerly along a curve concave to the west with a radius of 185.00 feet, through a central angle of 06°31'08", an arc length of 21.05 feet;
- 7) North 87°12'43" West, 9.45 feet;
- 8) North 02°47'17" East, 1.84 feet;
- 9) North 87°12'43" West, 26.36 feet;
- 10) South 82°27'44" West, 17.24 feet to the POINT OF BEGINNING.

CONTAINING 545 square feet, more or less.

**PREPARED BY LUK AND ASSOCIATES**

  
\_\_\_\_\_

JACQUELINE LUK, PLS 8934



DATE: August 15, 2017

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**PARCEL 2**

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of Parcel 4 as said parcel is shown on that certain map entitled "Parcel Map No. 10086", filed July 6, 2012, in Book 320 of Parcel Maps at Pages 43 through 53 (320 PM 43), inclusive, in the Office of the Recorder of Alameda County, and also being a portion of the property described in that certain deed entitled "QUITCLAIM DEED", recorded on February 13, 2015 in Document No. 2015-043806, Alameda County Records, more particularly described as follows:

COMMENCING at the northerly terminus of that certain course delineated on said map (320 PM 43) as "North 02°47'17" East 181.37 feet" on the general westerly line of said Parcel 4; thence easterly along said line, South 87°12'43" East, 10.00 feet to the POINT OF BEGINNING; thence the following eight (8) courses:

- 1) South 87°12'43" East, 16.56 feet;
- 2) South 05°53'54" West, 15.27 feet;
- 3) South 87°11'01" East, 6.02 feet to the easterly line of the property described in said deed (2015-043806);
- 4) thence along said easterly line, from a radial bearing of North 87°27'53" West, southerly along a curve concave to the east with a radius of 265.00 feet, through a central angle of 01°04'53", an arc length of 5.00 feet;
- 5) North 87°11'01" West, 18.02 feet;
- 6) South 03°04'00" West, 1.52 feet;
- 7) North 87°12'43" West, 3.80 feet;
- 8) North 02°47'17" East, 21.76 feet to the POINT OF BEGINNING.

CONTAINING 361 square feet, more or less.

**PREPARED BY LUK AND ASSOCIATES**

  
\_\_\_\_\_

JACQUELINE LUK, PLS 8934




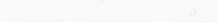

DATE: August 15, 2017



This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

# LEGEND

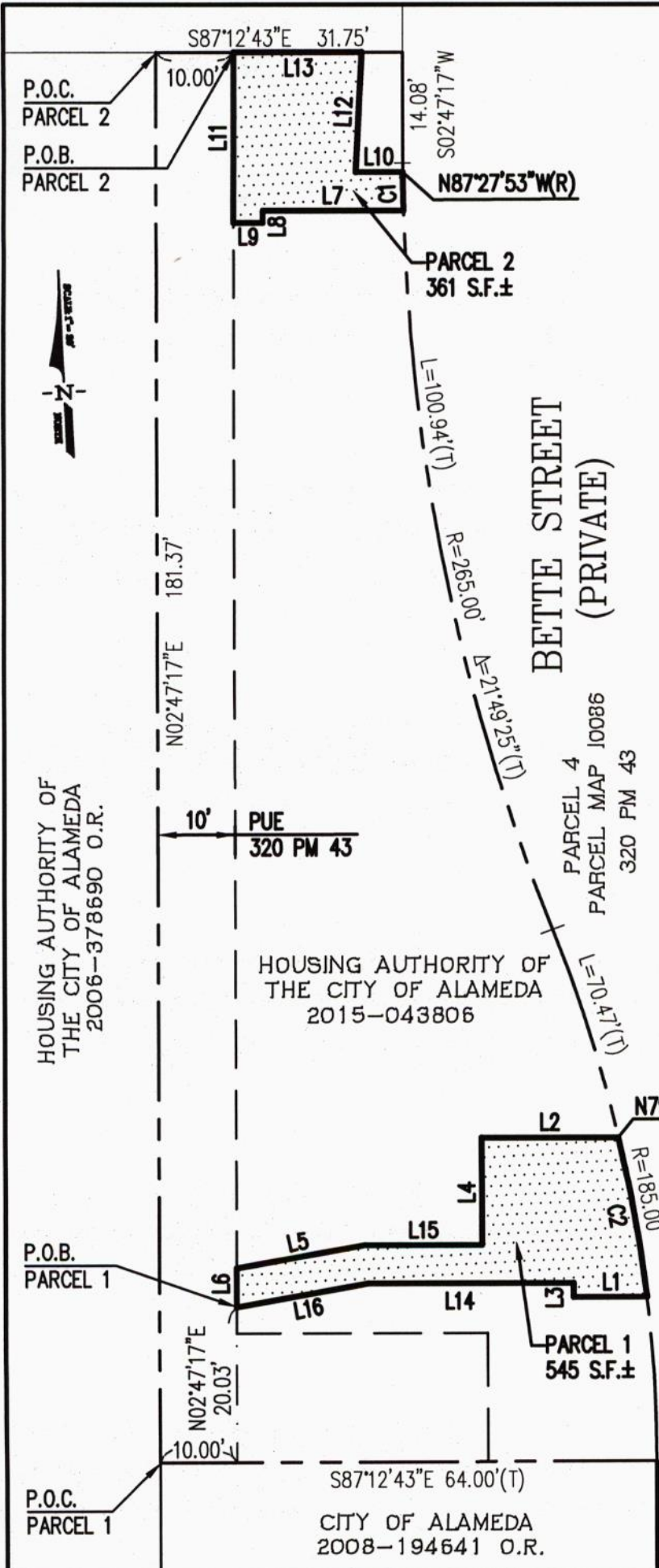
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- S.F. SQUARE FEET
- PUE PUBLIC UTILITY EASEMENT

-  PROPOSED EASEMENT
-  PROPERTY LINE
-  ADJOINING PROPERTY LINE
-  EXISTING PUE
-  TIE LINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.45'	N87°12'43"W
L2	17.67'	S87°12'43"E
L3	1.84'	N02°47'17"E
L4	13.89'	N02°47'17"E
L5	16.78'	N82°27'44"E
L6	5.08'	N02°47'17"E
L7	18.02'	N87°11'01"W
L8	1.52'	S03°04'00"W
L9	3.80'	N87°12'43"W
L10	6.02'	S87°11'01"E
L11	21.76'	N02°47'17"E
L12	15.27'	S05°53'54"W
L13	16.56'	S87°12'43"E
L14	26.36'	N87°12'43"W
L15	15.00'	S87°12'43"E
L16	17.24'	S82°27'44"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	5.00'	265.00'	01°04'53"
C2	21.05'	185.00'	06°31'08"

**EXHIBIT "B"**  
**ALAMEDA MUNICIPAL POWER EASEMENT**  
 PLAT TO ACCOMPANY LEGAL DESCRIPTION  
 STARGELL COMMONS  
 ALAMEDA, CALIFORNIA  
 AUGUST 2017 SCALE 1"=20'  
 Prepared By  
**Luk and Associates**  
 CIVIL ENGINEERS—LAND PLANNERS—LAND SURVEYORS  
 738 ALFRED NOBEL DRIVE  
 HERCULES, CALIFORNIA 94547  
 (510) 724-3388



CITY OF ALAMEDA  
 2008-194641 O.R.

SHEET 1 OF 1  
 JOB NO.: 13052A10



**CONSENT AND SUBORDINATION OF SECURED LENDER**  
**Housing Authority of the City of Alameda**  
**\$2,000,000 Loan to Stargell Commons, L.P.**

The undersigned has made a loan to Stargell Commons, L.P. which is evidenced by a Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated November 24, 2015, and recorded in the Official Records of Alameda County on December 4, 2015, as Instrument No. 2015-320441.

The undersigned hereby agrees that the foregoing Security Documents shall be subject and subordinate to the Declaration of Easement to which this is attached.

**Housing Authority of the City of Alameda,**  
a public body corporate and politic

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above



**CONSENT AND SUBORDINATION OF SECURED LENDER**  
**City of Alameda**  
**\$367,043 Loan to Stargell Commons, L.P.**

The undersigned has made a loan to Stargell Commons, L.P. which is evidenced by a Deed of Trust with Assignment of Rents dated November 28, 2015, and recorded in the Official Records of Alameda County on December 4, 2015, as Instrument No. 2015-320448.

The undersigned hereby agrees that the foregoing Security Documents shall be subject and subordinate to the Declaration of Easement to which this is attached.

**The City of Alameda,**  
a municipal corporation existing under the laws of the State of California and its Charter

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above



CONSENT AND SUBORDINATION OF SECURED LENDER  
**The County of Alameda**  
**\$1,670,644 Loan to Stargell Commons, L.P.**

The undersigned has made a loan to Stargell Commons, L.P. which is evidenced by a Deed of Trust with Assignment of Rent, Security Agreement and Fixture Filing dated November 24, 2015, and recorded in the Official Records of Alameda County on December 4, 2015, as Instrument No. 2015-320444.

The undersigned hereby agrees that the foregoing Deed of Trust shall be subject and subordinate to the Declaration of Easement to which this is attached.

**The County of Alameda,**  
a political subdivision of the State of California

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above



**CONSENT AND SUBORDINATION OF SECURED LENDER**  
**Wells Fargo Bank, N.A.**  
**\$10,460,000 Construction Loan to Stargell Commons, L.P.**

The undersigned has made a loan to Stargell Commons, L.P. which is evidenced by a Construction Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing dated December 2, 2015, and recorded in the Official Records of Alameda County on December 4, 2015, as Instrument No. 2015-320438.

The undersigned hereby agrees that the foregoing Deed of Trust shall be subject and subordinate to the Declaration of Easement to which this is attached.

**Wells Fargo Bank, N.A.,**  
a Delaware corporation

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the  
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the  
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above



CONSENT AND SUBORDINATION OF GROUND LESSEE  
**Stargell Commons, L.P.**

The undersigned, as "**Ground Lessee**", and the Housing Authority of the City of Alameda, a public body corporate and politic, are parties to that certain Ground Lease dated November 24, 2015, and that certain Memorandum of Ground Lease dated for reference purposes as of November 24, 2015 and recorded in the Official Records of Alameda County on December 4, 2015, as Instrument No. 2015-320437 (collectively, and as may be amended from time to time, the "**Ground Lease**").

The undersigned hereby agrees that the Ground Lease shall be subject and subordinate to the Declaration of Easement to which this is attached.

Stargell Commons, L.P., a California limited partnership

By: Stargell Commons, LLC., a California limited liability company, its general partner

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

\_\_\_\_\_  
Signature of Notary Public

Place Notary seal above





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper  
Executive Director

Prepared by: Tonya Schuler-Cummins, Senior Management Analyst

Date: September 20, 2017

Re: Amend Property Management Policy

---

## BACKGROUND

The Policy for Management of Authority-owned Properties (Property Management Policy) provides guidance to staff in administering its housing stock.

## DISCUSSION

This revision affects many areas with one or two lines of changes along with major clarifications to the reasonable accommodation process. The other changes include:

- Identifying the languages highlighted in the Language Access Plan (LAP) as the LAP will only be updated once every five years going forward,
- Clarifying the use of convictions in denials and making grammatical corrections to the list of denials,
- Addressing the issue of applicants not possessing a Social Security Number for verification purposes,
- Allowing for changes to the hours of the window in finance used to collect rent payments without requiring a change in policy,
- Allowing staff to determine case-by-case the outcome of a household's tenancy where the remaining family members are all minors,
- Adding clarifying language for the Violence Against Women Act (VAWA),
- Revising the repayment agreement policy to allow for court-ordered agreements,
- Providing a more comprehensive definition for disability,
- Updating the income limits;
- Clarifying the Grievance Hearing process, and
- Correcting typographical errors.

## FINANCIAL IMPACT

There is not direct financial impact of these policy changes.



RECOMMENDATION

Staff recommends adoption of the proposed changes to the Policy for Management of Authority-owned Properties.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

VMC/TMSC

Attachment:

Policy for the Management of Housing Authority-Owned Properties Amendment:  
2017-01





Policy for the Management of Housing Authority-Owned Properties  
Amendment: 2017-01

Purpose: This amendment to the Policy for the Management of Housing Authority-Owned Properties "Property Management Policy" revises

Proposed deletions are struck-out and proposed additions are underlined.

1. Remove Section 21.6 from the *Table of Contents* as this section was removed in a previous edit.

21.0	TERMINATION OF RENTAL AGREEMENT .....	34
21.1	Termination by Tenant.....	34
21.2	Termination by Housing Authority.....	34
21.3	VAWA Protections .....	35
21.4	Abandonment .....	37
21.5	Return of Security Deposit.....	37
21.6	Right to Hearing.....	38

2. Revise Section 2.0 *REASONABLE ACCOMMODATION* to provide clarification of process and outline appeal process.

## 2.0 REASONABLE ACCOMMODATION

When the Housing Authority has received and verified the need for a reasonable accommodation, the Housing Authority will respond as quickly as possible, including initiating requests for necessary documentation from the Applicant or Tenant and any third parties. The Housing Authority will respond to the Applicant or Tenant regarding the accommodation request within 14 days of receipt of all required information and verifications. The Housing Authority will ask the Applicant or Tenant what specific accommodation is being requested. If the disability for which the reasonable accommodation is being requested or the disability-related need for the requested accommodation is not-obvious readily observable, the Housing Authority will seek verification of the disability and / or the disability-related need from a third party, ~~of what accommodation is appropriate.~~ If the Housing Authority finds the requested accommodation reasonable, it will be provided granted. If the initial finding of the Housing Authority is that the requested accommodation is not reasonable, the Housing Authority will initiate an informal interactive process with the Applicant or Tenant to determine if there is an alternative, reasonable accommodation that would be effective and can be granted. The Housing Authority will notify the Applicant or Tenant of the final decision in writing. An appeal to the Housing Authority's final decision can be made through the Housing Authority's established ADA / Section 504 grievance procedures, or any other process provided by law.

It is the policy of the AHA to ensure that communications with applicants, residents, employees, and members of the public with disabilities are as effective as communications with others.

AHA, including its employees and contractors, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing, visual, or cognitive disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services, and activities conducted by the AHA.

"Auxiliary aids and services" include, but are not limited to: (1) qualified sign language interpreters, written materials, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and (2) qualified readers, taped texts, audio recordings, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

The individual will submit his/her request for auxiliary aids or services to the appropriate AHA staff person. For applicants, the request should be addressed to the caseworker processing the file. For tenants, the request should be addressed to the Senior Property Manager.

All requests shall be dated and time-stamped upon receipt by the AHA. Staff should contact an individual within three business days of receipt of the individual's request if more information is needed to ascertain whether the planned means of communication will ensure effective communication.

~~If you believe the AHA has violated this policy the process outlined in the ADA/Section 504 Grievance Procedures can be followed to file a grievance.~~

3. Revise Section 3.0 *IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)* to include the languages identified in the four-factor analysis.

### **3.0 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

The Housing Authority has completed an analysis of applicants and tenants to determine those with Limited English Proficiency (LEP). To address the needs of LEP applicants and tenants, the Housing Authority has developed a Language Access Plan (LAP). The LAP includes the following:

1. Introduction and federal requirements;
2. A description of the analysis;
3. The LAP (e.g., access measures, oral and written interpretations, outreach, and noticing);
4. How the LAP will be distributed and how staff will be trained; and
5. How monitoring and updating of the LAP will be accomplished.



The LAP is available to the public at the Housing Authority office or on the website for the Housing Authority of the City of Alameda (AHA). The Housing Authority has determined that it serves a significant population of people with limited English proficiency who speak Spanish, Chinese, Vietnamese, and Tagalog as their primary language. This list of languages changes with updates to the LAP, so please refer to the LAP for the current listing of required languages. While the Housing Authority will take any reasonable efforts to address the needs of all people with limited English proficiency regardless of language spoken, the LAP includes specific steps to be taken for the above referenced languages.

4. Revise Section 5.3 *Placement on the Waiting List* to clarify that accessible unit features will be considered when housing an applicant.

### **5.3 Placement on the Waiting List**

When the family is selected for placement on the waiting list, the Housing Authority will notify the family in writing of its inclusion on the list. E-mail notification can fulfill this requirement. In the event two or more Applicants with identical preferences are placed on the waiting list, their order of selection will be determined by the date and time of application or by the order in which the family was randomly selected in the lottery process.

Applicants are assigned preference points that aggregate for each waiting list. For the Section 8 waiting lists, refer to the Administrative Plan. For the Affordable waiting lists, the ranking is as follows:

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older) or a family where the head of household or spouse is disabled. (3 points)
3. Veteran's preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., as defined by the Department of Veteran Affairs.) (2 points)
- ~~3.4.~~ Identification of accessibility needs. Any family needing features of accessibility for a disability will be identified on the waiting list and be offered units with those features before families that may be higher on the waiting list not needing those features of accessibility.

5. Revise Section 6.0 *RIGHT OF REFUSAL* to standardize the language when referring to a reasonable accommodation to a disability.

### **6.0 RIGHT OF REFUSAL**

An Applicant will receive one offer for a unit at the property represented by the waiting list.

If the Applicant is unable to move at the time of the offer and presents clear evidence (i.e., "good cause"), which substantiates this situation to the Authority's satisfaction, the applicant will not be removed from the site-based waiting list. Good cause is defined in Section 5.7. Good cause may be used only twice. On the third time to be selected for a unit, the applicant will be removed from the list except in cases of a request for accommodation to a disability that is reasonable and granted by the Housing Authority.~~Reasonable Accommodation.~~

The Housing Authority will verify that the Applicant-claimed circumstances exist.

If a family refuses an offer, the family will be removed from the applicable site-based waiting list. To be considered again for a unit at this site, the family will have to submit a new application when the applicable waiting list is open for new applications.

Removal from one list does not affect the family's placement on any other waiting list.

6. Revise Section 6.1 *Accommodation for the Disabled* to clarify language about evaluating need for an accommodation.

#### **6.1 Accommodation for the Disabled**

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims within 120 days of being removed from the waiting list that his or her failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and ~~provide a~~ consider the possibility of reasonable accommodation pursuant to the Housing Authority's established reasonable accommodation process. Only the Executive Director may grant an exception to this time limit. An example of a reasonable accommodation would be to reinstate the applicant to his or her original place on the applicable waiting list.

If the Applicant would have come to the top of the list and been offered a unit if he or she had not been removed, the Applicant will be placed at the top of the applicable list for the next available assistance.

7. Revise Section 8.1 *Eligibility Criteria* section 1.b. to reference applicable laws.

#### **8.1 Eligibility Criteria**

b. Age Requirements for Seniors Complexes. Age requirements exist for complexes designed for seniors, which include Anne B. Diament Plaza, Lincoln/Willow, Senior Condos, and Independence Plaza.

Anne B. Diament Plaza: The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

Lincoln/Willow: The head of household and all other members of the family



must be 62 years of age or older. The age requirement does not apply to a live-in aide.

Senior Condos: The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

Independence Plaza: The head of household must be 62 years of age or older. All other family members must be a person who resides with the head of household and is at least 55 years of age or a spouse/domestic partner. The age requirement does not apply to a live-in aide.

The Housing Authority will comply with all state and federal laws governing senior properties, including the federal Fair Housing Amendments Act, the federal Housing for Older Persons Act, the California Fair Employment and Housing Act, and the California Unruh Civil Rights Act.

8. Revise Section 8.1 *Eligibility Criteria* section 2 to correct numbering.

~~4.2.~~ **Signing Consent Forms.** Each member of the family who is at least 18 years of age, or an emancipated minor, shall sign one or more consent forms. The authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

9. Revise Section 8.1 *Eligibility Criteria* section 3 to correct numbering and to clarify the need for convictions in criminal history, under what conditions are tenants banned when having committed fraud, and correcting the language when referring to an accessible unit.

~~2.3.~~ **Suitability.** Applicant families will be evaluated to determine whether, based on their recent behavior, they could reasonably be expected to comply with the lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the community's environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Families will be denied admission if they fail to meet the suitability criteria.

In assessing suitability, Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal ~~activity~~ conviction by any household member involving crimes of physical violence against persons or property and any other criminal ~~activity~~ conviction including drug-related criminal activity that would adversely



affect the health, safety, or well-being of other tenants or staff or cause damage to the property (individual assessment of the nature of the offense, the time expired since the conviction, and any mitigating factors may be made);

4. History of disturbing neighbors or destruction of property;
5. Having committed fraud with regard to the receipt of governmental benefits;
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
7. Applicant's ability to meet tenancy requirements;
8. Whether applicant qualifies for a rental unit with features of accessibility for people with a disability, available only to people with a disability.

The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include, but may not be limited to, the following:

1. A credit check of all adult family members;
2. A rental history check of all adult family members; and
3. A criminal record check and a check of the State's lifetime sex offender registration program on all adult household members, including live-in aides. This check will be made through local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the Federal Bureau of Investigation's National Crime Information Center. The Housing Authority may also use a 3<sup>rd</sup> party criminal records check. Whether any criminal history will disqualify a household member will depend on an evaluation of the nature of the offense, the time expired since any conviction, and any mitigating factors.

10. Revise Section 9.0 *GROUNDNS FOR DENIAL OF TENANCY* to formalize language.

## **9.0 GROUNDNS FOR DENIAL OF TENANCY**

The Housing Authority is not required or obligated to assist an applicant. Grounds for denial of a housing unit include:

1. Failure to meet any of the eligibility criteria in 8.1. This includes the following:
  - One eviction within the past four years; however, the Housing Authority will consider documented extenuating circumstances (e.g., owner foreclosure, illness that results in substantial medical costs, recent positive references from landlords).
  - Credit history that shows an accumulation of bad debt of \$6,000 or more or more than half of credit accounts showing poor credit ratings or charge-offs. Exceptions may be granted for debt accumulated as the result of

illness/hospitalization or student debt and/or recent positive references from landlords. Exceptions may be granted for poor credit due to a foreclosure or pending foreclosure.

- Involuntary termination of assistance from any government-subsidized housing unit in the last three years or having committed fraud, bribery, or any other corrupt or criminal act related to such programs.
- Criminal History:

Type of Criminal Activity	Years Screening for Convictions
Engaging in drug-related criminal activity currently in past or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.	7
Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]	7
Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity	7
Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).	7
Crimes Against Persons (for example: assault, kidnapping, etc.)	7
Crimes against Property (arson, burglary, theft of car, fraud, robbery, vandalism, etc.)	7
Monetary Crimes against Property (bad checks, embezzlement, blackmail, larceny, etc.)	5
Crimes Against Society (drugs, weapons, etc.)	7
Crimes Against Society (impair or perverts the law, disorderly conduct, driving under the influence, drunkenness-related, pornography, etc.)	5



The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the AHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The AHA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately result in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

~~of~~ The following will be grounds for automatic disqualification of a household member:

- Any adult conviction of drug-related criminal activity for the production or manufacture of methamphetamine.
  - ~~Any household member subject to a~~ Lifetime registration under a state sex offender registration program.
  - Owing ~~es~~ rent or other amounts to a previous landlord, including a housing authority.
  - ~~Has breached~~ Breaching the terms of a payment agreement with the Housing Authority, unless the family repays the full amount of the debt covered in the agreement prior to being selected from the waiting list.
  - ~~Does not~~ meeting the age requirements for occupancy in a senior complex.
2. Not supplying requested information or documentation in a timely manner, or willfully providing incomplete and true or false information;
  3. Refusing to sign consent forms for obtaining information.
  4. Failing to meet the Housing Authority's income standards for affordable or moderate units, barring some exceptions for Independence Plaza applicants as outlined in Section 8.1.
  5. Failing to meet the Housing Authority's occupancy screening criteria.
  6. Failing to obtain a minimum criteria scoring by a 3<sup>rd</sup> party vendor on rental history. Scoring determined by Housing Authority (currently 250) and uniformly applied by 3<sup>rd</sup> party vendor.

The Housing Authority will use definitions outlined in the Section 8 Administrative Plan where they are not otherwise provided in this document.

11. Revise Section 11.3 *Income* to provide for verification if a Social Security Number is not available.

### 11.3 Income



Income reported by the family will be verified. Social Security numbers are gathered to verify employment or other sources of income. The definition of annual income found at 24 CFR 5.609 will be used in the calculation of annual income for determinations of eligibility. (For continued eligibility after move in, AHA reserves the right for unsubsidized units to substitute the LIHTC eligibility criteria, if no other income calculation process is prescribed by the funding.) In cases where the applicant does not have a Social Security number, the applicant shall provide the AHA enough information to complete the needed verifications.

12. Revise Section 12.2 *Paying Rent and Other Charges* to revise the hours of the window in Finance collecting rent payments and to remove an obsolete reference.

### **12.2 Paying Rent and Other Charges**

**Rent.** Rent is payable in full on the first day of each month. ~~Payments will be accepted from 8:30 a.m. to 4:00 p.m., Monday through Friday the first and last weeks of the month, except posted holidays.~~ The Finance Payment window will be open posted hours as noticed to tenants~~be closed the 7<sup>th</sup> through the 25<sup>th</sup> of every month.~~ Payment may be made by mail or in person at the Housing Authority at 701 Atlantic Avenue, Alameda, CA 94501-2161. Payment may be made at other times by placing the payment in the mail slot. The Housing Authority may, at its own discretion, offer electronic methods for rent payment.

**Maintenance and Repair Charges.** These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the Maintenance Supervisor, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within 30 calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing. ~~Refer to Section 20.0.~~

13. Revise Section 13.2 *Security Deposit* to correct a typographical error.

### **13.2 Security Deposit**

In most cases, the Security Deposit is due when the Rental Agreement is executed. If payment of the security deposit imposes a financial hardship, the Housing Authority may enter into a written agreement to allow for payment by installment.

\_\_\_\_\_ The following are the security deposit amounts by bedroom size:

\_\_\_\_\_ 1- Bedroom units: \$750

2- Bedroom: \$1,000

3- Bedroom and above: \$1,500

Upon termination of a Rental Agreement, the security deposit, less any outstanding charges, will be returned to the Tenant within 21 calendar days as required by State law.

14. Revise Section 13.3 *Canceling, Re-executing, or Modifying a Rental Agreement* to address the situation of all adult household members being removed from a household.

### **13.3 Canceling, Re-executing, or Modifying a Rental Agreement**

If a signer of the rental agreement is no longer a member of the household for any reason, a lease amendment will be required and by all remaining adult members of the household will need to sign, provided the household is eligible for continued occupancy. If all remaining members are minors, the action taken will be determined on a case-by-case basis.

15. Revise Section 13.4 *Reasonable Accommodations* to clarify the process.

### **13.4 Reasonable Accommodations**

The Housing Authority, as landlord, will ~~honor verified requests for a grant~~ reasonable accommodations necessary because of a disability. The following are examples of possible reasonable accommodations (this list is illustrative only, not exclusive): actions the Housing Authority will take:

- ~~Providing a unit with an extra bedroom or placing the tenant on a waiting list if one is available in that complex or another complex as funding allows. If one is not available, the tenant's name will go on a waiting list for the next available unit of the appropriate configuration under the proper funding source. For example, an unassisted tenant may not be placed in a unit with Project-Based Voucher assistance on the unit.~~
- ~~Moving/Transferring a resident to a fully-accessible unit, upon availability.~~
- Installing fire alarms that alert with lights rather than sound when the resident has a hearing disability.
- Installing a wheelchair ramp to a unit.
- Installing grab bars in bathrooms.

16. Revise Section 16.3 *Live-In Aides* to clarify the verification process and when an identified live-in aide can move-in.

### **16.3 Live-In Aides**

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and



(3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The AHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide differs from a member of the family caring for another member in the following respects:

- The live-in aide is not a party to the lease and does not have tenancy rights,
- The income of the live-in aide is not counted in the rent calculation,
- In some cases, the live-in aide ~~will~~ may receive an additional bedroom,
- The AHA must verify the need for a live-in aide ~~through a knowledgeable professional if the disability-related need is not readily observable, and~~
- ~~A specific individual must be approved by the AHA as the live-in aide. The live-in aide must be identified and approved by the AHA prior to occupancy.~~

For a relative to qualify as a live-in aide, the tenant must show that the care provided is an arms-length transaction. To do this, the family must certify that:

- The person is capable of providing the required care for the tenant;
- The person has never been a member of the household while the family was receiving housing assistance or residing in a Property Management unit, nor has the person made regular financial contributions to the household while the family was receiving housing assistance or living in a Property Management unit;
- There is no other reason for the person to live in the unit other than to provide care for the disabled tenant; and
- The person intends to maintain his or her finances separately from the disabled tenant's household.

The Housing Authority shall apply a preponderance of the evidence standard in determining whether the family has met its burden of proof. If the Housing Authority denies the relative live-in aide status, the Authority will notify the family in writing.

Upon the Housing Authority's determination that a relative is a family member and, therefore, does not qualify as a live-in aide, the family may request to add the person as a family member if it does not result in overcrowding of the unit, or may designate an alternative person to be screened as a live-in aide.

The requirements regarding relatives as live-in aides is continuously in effect. The Housing Authority may determine that a relative, who has taken the place of a live-in aide, does not meet the definition of a live-in aide and will be counted as a family member. If the Housing Authority makes such a determination, it will notify the tenant in writing and of the process by which the decision may be appealed.

A relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

~~A family's request for a live-in aide must be made in writing, and will be processed by the Housing Authority through its established reasonable accommodation policy. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.~~

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The AHA will not approve a particular person as a live-in aide, and may withdraw such approval, if the person does not meet the eligibility criteria; engages in violent or drug-related criminal activity; interferes with the right to peaceful enjoyment of the premises by other residents; or violates any terms of the lease unrelated to the payment of rent or other fees. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

~~Within 14 calendar days of receiving a request for a live-in aide, including all required documentation related to the request, the AHA will notify the family of its decision in writing.~~

17. Revise Section 16.5 *Reductions in Family Size* to revise when households must move to an appropriately sized unit under different programs.

## **16.5 Reductions in Family Size**

If a household member, including family members, live-in aides, foster children and foster adults, ceases to reside in the unit, the family must inform the Housing Authority within 14 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a change in family size results in the family being over-housed in a HOME, PBV, or other subsidized or unsubsidized unit, the Housing Authority will require the family to move to an appropriately-sized HOME unit if one is available under the program. If an appropriately-sized HOME unit is not available among the Housing Authority's portfolio of HOME units, the family will be added to the appropriate transfer list.

Over-housed is defined as having a unit with more than the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

18. Revise Section 17.1 *Emergency Transfers* to add VAWA clarifying language.

## **17.1 Emergency Transfers**



Emergency transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood, or a domestic violence stalking situation.

19. Revise Section 17.2 *Immediate Administrative Transfers* to correct a typographical error.

#### **17.2 Immediate Administrative Transfers**

Immediate administrative transfers are necessary to provide a family needing a unit with accessible features to move to a unit with such ~~a~~ features or to enable modernization work to proceed.

20. Revise Section 17.4 *Tenant Transfer Requests* to reference VAWA and to clarify the reasonable accommodation process.

#### **17.4 Tenant Transfer Requests**

A tenant may request a transfer. For instance, a tenant who lives in a complex where pets are not allowed may wish to acquire a pet which would require transferring to a unit specifically designated for a pet. In such cases, the transfer to a designated pet unit must occur prior to acquisition of a pet.

In considering the request, the Housing Authority may request additional information which may include a meeting with the tenant. The Housing Authority will review the request and respond within 14 calendar days with its decision to grant or deny the transfer request. In most cases, the Housing Authority will not approve a transfer request unless there is an approved medical need through the reasonable accommodation process or a dangerous situation such as those covered under VAWA the Violence Against Women Act ("VAWA"). The Housing Authority will not allow transfers into units with assistance that result in the tenant bypassing an existing wait list.

If the transfer is approved due to a reasonable accommodation to a disability or VAWA request, the family's name will be added to the transfer waiting list.

If the transfer is denied, the family may request a review of the decision by the determining staff member's supervisor, or through the established reasonable accommodation policy described above, as appropriate.

21. Revise Section 17.5 *Independence Plaza Unit Changes* to clarify disability related transfers.

#### **17.5 Independence Plaza Unit Changes**

Independence Plaza has two types of units:

- Affordable Units with rents set at two levels based on the 50% and 80% levels of AMI
- Units with no affordability restrictions ("Moderate") units

Tenants who require ~~an accessible unit~~ with features of accessibility because of a disability will be provided one if available, and the unit will be reclassified to fit the income level of the tenant. If an accessible unit is not available, the tenant will be placed on the transfer list (Immediate Transfer category) for ~~an appropriate unit~~ with the appropriate features.

An Independence Plaza tenant in a two-bedroom unit that no longer requires the second bedroom will be required to move to a one-bedroom unit if available. If a one-bedroom unit is not available, the tenant will be placed on the transfer list and required to move when a one-bedroom unit becomes available. This will be categorized as a Regular transfer unless an applicant or another tenant has a ~~medical-disability-related~~ need for a two-bedroom unit in which case the transfer will be categorized as Immediate.

If a tenant in an affordable one-bedroom unit requests ~~to~~ transfer to a two-bedroom unit due to an approved reasonable accommodation or a change in family size, the family will be placed on the transfer list.

If a tenant in a moderate one-bedroom unit requests ~~to~~ transfer to a two-bedroom unit, the tenant will be added to the wait list, if open, at the appropriate spot for the preferences the family is eligible for, and the date and time the request is received. Exceptions to this requirement will only be made for an approved reasonable accommodations to a disability.

22. Revise Section 19.0 *PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY* to clarify that court-ordered repayment agreements are acceptable and that tenants cannot have multiple repayment agreements.

## 19.0 PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY

The Housing Authority may at any time terminate tenancy of a resident for non-payment of monies owed the Authority. The Authority will advise residents in writing of its intent to terminate tenancy due to monies owed under the conditions specified in the rental agreement.

When a resident owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement if the amount due is not for rent. The Housing Authority has sole discretion of whether to enter into such an agreement.

To enter into a payment agreement to allow the family to pay its outstanding debt in monthly installments, the family must be in good standing with the Housing Authority and the debt amount must be \$3,000 or less. To be in good standing, a family must not have any other outstanding debts (including ones related to an existing payment agreement) with any department of the Housing Authority and must be in compliance with the rental agreement. If the amount owed is greater



than \$3,000, a payment agreement may only be entered into with the Executive Director's approval.

A resident's tenancy may be terminated unless the resident:

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below (minimum monthly payment is \$25 per month) and pays at least 10 percent down initially within 14 calendar days of the payment agreement date. If the family is unable to make a 10 percent initial down payment, the Executive Director may approve a smaller initial down payment if the family can prove evidence of excessive hardship. The Authority may deny a repayment agreement if the monies owed are for rent. If an agreement is made during legal proceedings, the terms determined by the court shall govern the agreement.

Upon receipt of the down payment, subsequent payments are due, in full, each month thereafter until the balance owed reaches \$0. A late or partial payment is considered a missed payment. If a payment is not received according to the payment agreement terms, the total amount owed becomes due immediately. The balance of the debt must be paid in full or the tenant's tenancy will be terminated. ~~Any exceptions to the guidelines specified above must be approved by the Executive Director.~~

The length of the payment agreement is determined by the amount of debt as follows:

< \$450	=	6 months
\$451 - \$900	=	1 year
\$901 - \$2,000	=	2 years
\$2,001 - \$3,000	=	3 years

The family may request the Housing Authority allow a longer period if the debt would prove a substantial financial hardship; however, in no case should the monthly amount be less than \$25. If the Housing Authority grants the longer period to pay the debt, the family must enter into a revised payment agreement. The Housing Authority may require the family to return to the schedule when the amount will no longer cause a substantial financial hardship. Any exceptions to the guidelines specified above must be approved by the Executive Director.

All Payment Agreements must be in writing and signed by both parties. Failure to comply with the Payment Agreement terms may subject the Resident to eviction procedures.

Any exceptions to the guidelines specified above must be approved by the Executive Director.

23. Revise *Glossary* to correct typographical error and expand on definitions relating to disabilities.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, ~~baby-sitting~~baby-sitting provided on a regular basis).

**Person with Disabilities (Eligibility):** A person who:

- A. Has a disability, as defined in 42 U.S.C. 423, Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001, Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states that a developmental disability is a severe chronic disability that:
  1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  2. Is manifested before the person attains age 22;
  3. Is likely to continue indefinitely;
  4. Results in substantial functional limitation in three or more of the following areas of major life activity: (a) ~~self-care~~self-care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
  5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."
- D. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
- E. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and



F. Means "individual with handicaps", as defined in § 8.3 of this title for purposes of reasonable accommodation and program accessibility for persons with disabilities.

"Physical Disability" and "Mental Disability" (for qualification for reasonable accommodations for disability-related needs): California law defines "disability" for purposes of housing discrimination and reasonable accommodations more broadly than federal law. California law distinguishes between a "mental disability" and a "physical disability," both of which are eligible for reasonable accommodations for disability-related needs.

A "physical disability" includes, but is not limited to, having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

A. Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemep and lymphatic, skin, and endocrine, and

B. Limits a major life activity (defined as including physical, mental, and social activities and working).

Any other health impairment not described above that requires special education or related services. "Physical disability" does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs. Cal. Gov't Code §12926(m).

A "mental disability" includes, but is not limited to, having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity, or any other mental or psychological disorder or condition that requires special education or related services. A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. Major life activities include physical, mental, and social activities and working. Cal. Gov't Code §12926(j).

24. Revise Appendix B *Income Limits* to reflect the newly published HCD income limits.

**APPENDIX B**  
**INCOME LIMITS**

Refer to the Administrative Plan for Income Limits for the Section 8 programs.

**2017<sup>6</sup> INCOME AND RENT LIMITS**  
**HCD PROGRAMS (HOME, CDBG and NSP)**

Effective June 6, 2016, June 9, 2017

Persons in Household	Annual Income Extremely Low (30%)	Annual Very Low Income (50%)	(60%)	Annual Low Income (80%)	Annual Income Median (100%)*	Annual Income Moderate (120%)*
<b>1</b>	<u>\$20,500</u> <u>21,950</u> <u>0</u>	<u>\$34,150</u> <u>36,550</u>	\$40,980	<u>\$52,650</u> <u>56,300</u> <u>0</u>	<u>\$68,300</u> <u>68,200</u>	<u>\$81,960</u> <u>81,850</u>
<b>2</b>	<u>\$22,400</u> <u>25,050</u> <u>0</u>	<u>\$39,000</u> <u>41,750</u>	\$46,800	<u>\$60,150</u> <u>64,350</u> <u>0</u>	<u>\$78,000</u> <u>77,900</u>	<u>\$93,600</u> <u>93,500</u>
<b>3</b>	<u>\$26,350</u> <u>28,200</u> <u>0</u>	<u>\$43,900</u> <u>46,950</u>	\$52,680	<u>\$67,650</u> <u>72,400</u> <u>0</u>	<u>\$87,800</u> <u>87,650</u>	<u>\$105,360</u> <u>200</u>
<b>4</b>	<u>\$29,250</u> <u>31,300</u> <u>0</u>	<u>\$48,750</u> <u>52,150</u>	\$58,500	<u>\$75,150</u> <u>80,400</u> <u>0</u>	<u>\$97,500</u> <u>97,400</u>	<u>\$117,000</u> <u>116,900</u> <u>0</u>
<b>5</b>	<u>\$31,600</u> <u>33,850</u> <u>0</u>	<u>\$52,650</u> <u>56,350</u>	\$63,180	<u>\$81,200</u> <u>86,850</u> <u>0</u>	<u>\$105,300</u> <u>105,200</u>	<u>\$126,360</u> <u>250</u>
<b>6</b>	<u>\$33,950</u> <u>36,350</u> <u>0</u>	<u>\$56,550</u> <u>60,500</u>	\$67,860	<u>\$87,200</u> <u>93,300</u> <u>0</u>	<u>\$113,400</u> <u>000</u>	<u>\$135,720</u> <u>600</u>
<b>7</b>	<u>\$36,300</u> <u>38,850</u> <u>0</u>	<u>\$60,450</u> <u>64,700</u>	\$72,540	<u>\$93,200</u> <u>99,700</u> <u>0</u>	<u>\$120,890</u> <u>0</u>	<u>\$145,080</u> <u>144,950</u> <u>0</u>
<b>8</b>	<u>\$38,650</u> <u>41,350</u> <u>0</u>	<u>\$64,350</u> <u>68,850</u>	\$77,220	<u>\$99,200</u> <u>106,150</u> <u>50</u>	<u>\$128,700</u> <u>550</u>	<u>\$154,440</u> <u>300</u>



25. Revise Appendix C *INFORMAL GRIEVANCE HEARING PROCESS* to clarify that reasonable accommodation denials will be heard under this policy and tenants subject to the process can request accommodations due to a disability.

## APPENDIX C INFORMAL GRIEVANCE HEARING PROCESS

### PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy on actions from a notice with cause notice. This does not include terminations issued in a 3-day notice. This process will also be used for denial of a reasonable accommodation or modification.

### APPLICABILITY

It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

### PROCESS

Request for Grievance Process: The tenant must submit a written request to the Director of Operations within 14 calendar days after receipt of a notice of termination of tenancy for maintenance or repair charges. The tenant should include the reason(s) for the grievance, and the action or relief sought. The tenant should also include any request for reasonable accommodations to a disability necessary during the grievance process.

Scheduling: Upon receiving the tenant's complaint, a time to hear the grievance will be scheduled. Every effort will be made to schedule this meeting within 14 calendar days from the date of receipt of the request. Meetings will be held at the Housing Authority office.

Hearing the Grievance: Grievances will be presented to a Housing Authority staff member not involved in the decision to evict the tenant, who can be impartial, or an outside party. The meeting will be private.

The tenant must present, either orally or in writing, his or her grievance. The tenant may bring translators or witnesses to the meeting. The tenant may request translation services.

The tenant may present evidence and arguments in support of his or her complaint. Documents must be presented at the hearing; after the hearing, they will not be accepted.

Decision: A decision, based on the facts and in consideration of applicable laws, will be made as quickly as possible. Every effort will be made to notify the tenant of the decision in writing within 14 calendar days. The decision will be honored by the Housing Authority.

A decision in favor of the Housing Authority will not affect any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings.

The Authority will not file an unlawful detainer action in a State or local court until a decision has been made through this process if the complaint is filed within the 14-day deadline.





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper  
Executive Director

Date: September 20, 2017

RE: Approve Outside Employment of Executive Director, Per 2014 Employment Contract between the Board of Commissioners and Vanessa Cooper and Approve a Carry Forward of Unused Annual Professional Development/Training Allowance

---

## BACKGROUND

The Executive Director's contract permits outside employment up to 75 hours with the approval of the Board of Commissioners. The contract also allows for an annual professional development/training allowance.

## DISCUSSION

Executive Director Cooper has been asked to teach one class in the Spring Semester 2018 as part of the Masters in Urban and Regional Planning Program at San Jose State University. The Class is URBP223: *Housing Economics and Policy*. Over the past few years she has served on occasion as an unpaid guest lecturer in the same class and she taught the class in Spring 2017.

A primary focus for the class is affordable housing development and policy, including Section 8 & CDBG/HOME programs, low income housing tax credits and other aspects of federal, state, and local housing policy.

The class time is 2.5 hours a week (likely scheduled for Monday evenings from 7.30-10pm for 15 class sessions.) The total class time and related tasks is not expected to exceed the 75 hours provided for in the contract.

General Counsel previously reviewed this employment and found no apparent conflict of interest for the Executive Director or Agency in approving this request.

The Executive Director would be permitted to carry forward up to \$5,000 of unused training allowance from 2016-2017 to the budget year of 2017-18. Goals for professional development have been proposed to the Board.


FISCAL IMPACT

There is no fiscal impact to the agency of outside employment and there is sufficient funding available for the training carryover.

RECOMMENDATION

Approve Outside Employment of Executive Director, Per 2014 Employment Contract between the Board of Commissioners and Vanessa Cooper and approve a carry forward of unused annual professional development/training allowance.

Respectfully submitted,

  
Vanessa M. Cooper  
Executive Director

VMC:dc





# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper, Executive Director

Prepared  
By: Victoria Johnson, Director of Housing and Community Development

Date: September 20, 2017

Re: Convene an Adhoc Committee Comprised of up to Three Board Members and  
staff for a Period of up to Three Months to Discuss the Request by Carmel  
Partners to Purchase a Portion of North Housing for Market Rate Rental  
Housing

---

## BACKGROUND

In 2012, the Housing Authority was approved to receive 13 acres of land from the Navy at the former Coast Guard housing site known as North Housing. The AHA 'public benefit conveyance' approval was based on a proposal submitted by AHA, Alameda Point Collaborative (APC) and Building Futures with Women and Children (BFWC) to develop 90 units of permanent supportive housing development that may include housing for veterans and other eligible households. Pursuant to the approval, APC and BFWC will participate in the project as the social services providers for eligible residents. Habitat for Humanity is expected to receive two acres of land adjacent to the Housing Authority site and plans to build approximately 30 units of self-help housing. The remaining available 14+ acres were to be sold from the Navy to the general public as surplus federal property.

In April 2017 the General Services Administration (GSA) published a public bid notice for the 14-acre parcel adjacent to the North Housing site. (Attachment A).

The property was advertised under the name *Admiral's Cove* and offered in an 'as is' condition. The Navy (as seller) and GSA (as sale administrator) hosted several Open House and Q & A sessions that were also attended by City of Alameda and Housing Authority staff. The primary purpose of the sessions was to clarify and confirm the development capacity of the site and the successful bidder's responsibilities upon sale. In general, the Admiral's Cove buyer is obligated to provide upgraded or new utility infrastructure to the neighboring sites, including North Housing and the Habitat site. After bids were received, Carmel Partners was announced as the successful bidder.

DISCUSSION

In July 2017 Carmel Partners contacted Housing Authority staff to schedule an introductory meeting. Staff met with Carmel on July 18, 2017. At that meeting, staff from Carmel introduced their team and mentioned that they might be interested to purchase some of the proposed North Housing site that will be conveyed to the Housing Authority from the Navy. Staff responded by noting that real estate discussions require Board authorization, and the suggestion was made to submit a written statement of interest. On August 15, 2017 a written offer letter was received (Attachment B). Staff has subsequently requested Board authorization to discuss and negotiate with Carmel Partners during the closed session meeting held on September 20<sup>th</sup>.

Staff has already scheduled a joint Board workshop meeting on October 18<sup>th</sup> that will include the AHA Board and the Alameda Point Collaborative and Building Futures with Women and Children Board members.

In consideration of the size and complexity of the North Housing project, and the time constraints that Carmel Partners is facing, staff proposes an adhoc Board Committee that can meet to discuss the specifics of the proposed transaction. The Committee will be staffed by the Executive Director, the Director of Housing Development and the Asset Manager. It is proposed that the duration of the Committee be limited to two or three months unless extended by the Board. The Committee will be advisory only and any and all action items will be referred to the Board of Commissioners.

FISCAL IMPACT

There is minimal fiscal impact associated with the formation of the committee. Some staff resources will be requires to organize and convene committee meetings.

RECOMMENDATION

Form an adhoc committee to meet for up to three months to discuss the offer to purchase land at the North Housing site and appoint two or three Board members to serve on the committee.

Respectfully submitted,



Vanessa M. Cooper  
Executive Director

Exhibit A: General Services Administration IFB – Admiral's Cove

Exhibit B: Carmel Offer to Purchase Letter



**U.S. General Services Administration  
Invitation for Bids**

**SALE OF GOVERNMENT REAL PROPERTY  
ADMIRALS COVE**

**IFB Number SFRAN917063902  
GSA Control No. 9-N-CA-0639-AB  
Issued on February 14, 2017**

This Property is located between Mosley Avenue and Singleton Avenue in the City of Alameda, California 94501 and contains 150 total housing units on 14.87 +/- acres of land formerly used as housing for military families.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received and posted at [RealEstateSales.gov](http://RealEstateSales.gov).

**Auction Summary**

Sale Type: **Online Auction**

Start Date/Time: **April 12, 2017  
11:00 a.m. Central Time (CT)**

End Date: **Based on Bidding**

Starting Bid: **\$ 5,000,000.00**

Registration Deposit: **\$ 500,000.00**

Bid Increment: **\$ 150,000.00**

**Sales Information**

Anita Lee  
(415) 522-3439  
[Anita.Lee@gsa.gov](mailto:Anita.Lee@gsa.gov)

Rhonda Rance  
(415) 522-3433  
[Rhonda.Rance@gsa.gov](mailto:Rhonda.Rance@gsa.gov)

**Online Auction**

[RealEstateSales.gov](http://RealEstateSales.gov)  
Register and submit your bid

**Online Auction Assistance**

Gina Arias-Arrieta  
(415) 522-3431  
[gina.arias-arrieta@gsa.gov](mailto:gina.arias-arrieta@gsa.gov)

**Send Bid Form and Registration**

**Deposit to:**

U.S. General Services Administration  
Real Property Utilization and Disposal (9PZ)  
50 United Nations Plaza, Rm 4345, Mail Box 9  
San Francisco, CA 94102-4912  
Attn: Anita Lee

**Property Disposal Web Page**

[disposal.gsa.gov](http://disposal.gsa.gov)

**Inspection Opportunities:**

Opportunities to inspect the Property are listed below, under Open House Schedule. Additional site inspections may be conducted as needed, by appointment only.

**Open House Schedule**

From 9:30 a.m. to 1:30 p.m.

Tuesday – March 14, 2017  
Thursday – March 16, 2017  
Tuesday – April 25, 2017

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Notices, Restrictions and Covenants....	page 16
Bidder Registration and Bid Form.....	page 19

# PROPERTY DESCRIPTION

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## 1. LOCATION AND SETTING

The Property is located between Mosley Avenue and Singleton Avenue in the northeastern section of the City of Alameda, California. The City of Alameda is located on Alameda Island on the San Francisco Bay, east of San Francisco and south of Oakland. The Property is just minutes from the Oakland Inner Harbor and the Alameda Main Street ferry terminal, which provides direct service to San Francisco. The Property is also adjacent to *Alameda Landing*, a mixed-use development of shops, housing, and park land built on former Navy property.

## 2. SALE PARCEL DESCRIPTION

The Property was previously utilized as family housing for the former Naval Air Station Alameda and is bounded by a park and residential neighborhoods in the northeastern section of the City of Alameda, California. The Property is comprised of approximately 14.87 acres and 27 buildings. The buildings were all constructed in 1969 and are a mixture of 4-plex and 6-plex layouts, containing a total of 150 housing units. Four (4) of these units span adjacent property and are required to be demolished in accordance with Terms of Sale, Section 7, Residential Unit Demolition.

## 3. DRIVING DIRECTIONS

FROM San Francisco International Airport: Take US-101 North to I-80 East over the San Francisco Bay Bridge, take (Exit 8A) toward Alameda/Airport/San Jose to I-880 South. Take (Exit 42) Broadway/Alameda and turn right onto 5th Street in Oakland, CA. Take ramp onto 5th Street toward San Jose/I-880 S/Broadway/Alameda, keep left toward Alameda and continue on Webster Street Tube. Once out of Webster Street Tube exit right to Willie Stargell Avenue, turn right onto Main Street and right onto Singleton Ave. Property will be approximately 0.1 mile in front of you beginning at corner of Mosley Avenue and Singleton Avenue.

FROM Oakland International Airport: Follow signs to I-880 North from Airport Drive turn left onto 98th Avenue. Take ramp right for I-880 North toward Downtown/Oakland. Turn right onto Broadway and turn right onto 7th Street. Turn right onto Webster Street and continue onto Webster Street Tube. Once out of Webster Street Tube exit right to Willie Stargell Avenue, turn right onto Main Street and right onto Singleton Ave. Property will be approximately 0.1 mile in front of you beginning at corner of Mosley Avenue and Singleton Avenue.

## 4. LEGAL DESCRIPTION

The Legal Description is provided at the end of the attached Draft Quitclaim Deed ("Exhibit A").

## 5. TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The Property is located in Alameda County and is referred to as a portion of Assessor Parcel Number 74-905-10-2.



## 6. UTILITIES & SERVICE PROVIDERS

Procurement of utility service shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the providers below with any questions concerning utilities.

### Electricity

Alameda Municipal Power  
2000 Grand Street  
Alameda, CA 94501  
[www.alamedamp.com](http://www.alamedamp.com)  
510-748-3900

### Natural Gas & Propane

Pacific Gas and Electric  
[www.pge.com](http://www.pge.com)  
800-743-5000

### Solid Waste Disposal

Alameda County Industries  
2307 Blanding Avenue, Suite B  
Alameda, CA 94501  
[www.alamedacountyindustries.com](http://www.alamedacountyindustries.com)  
510-483-1400

### Telephone and Internet Service

AT&T  
[www.att.com](http://www.att.com)  
800-288-2020

XFINITY  
[www.xfinity.com](http://www.xfinity.com)  
800-934-6489

### Water, Sewer and Storm Drain

East Bay Municipal Utility District  
EBMUD Administration  
375 11th Street  
Oakland, CA 94607-4240  
[www.ebmud.com](http://www.ebmud.com)  
866-403-2683

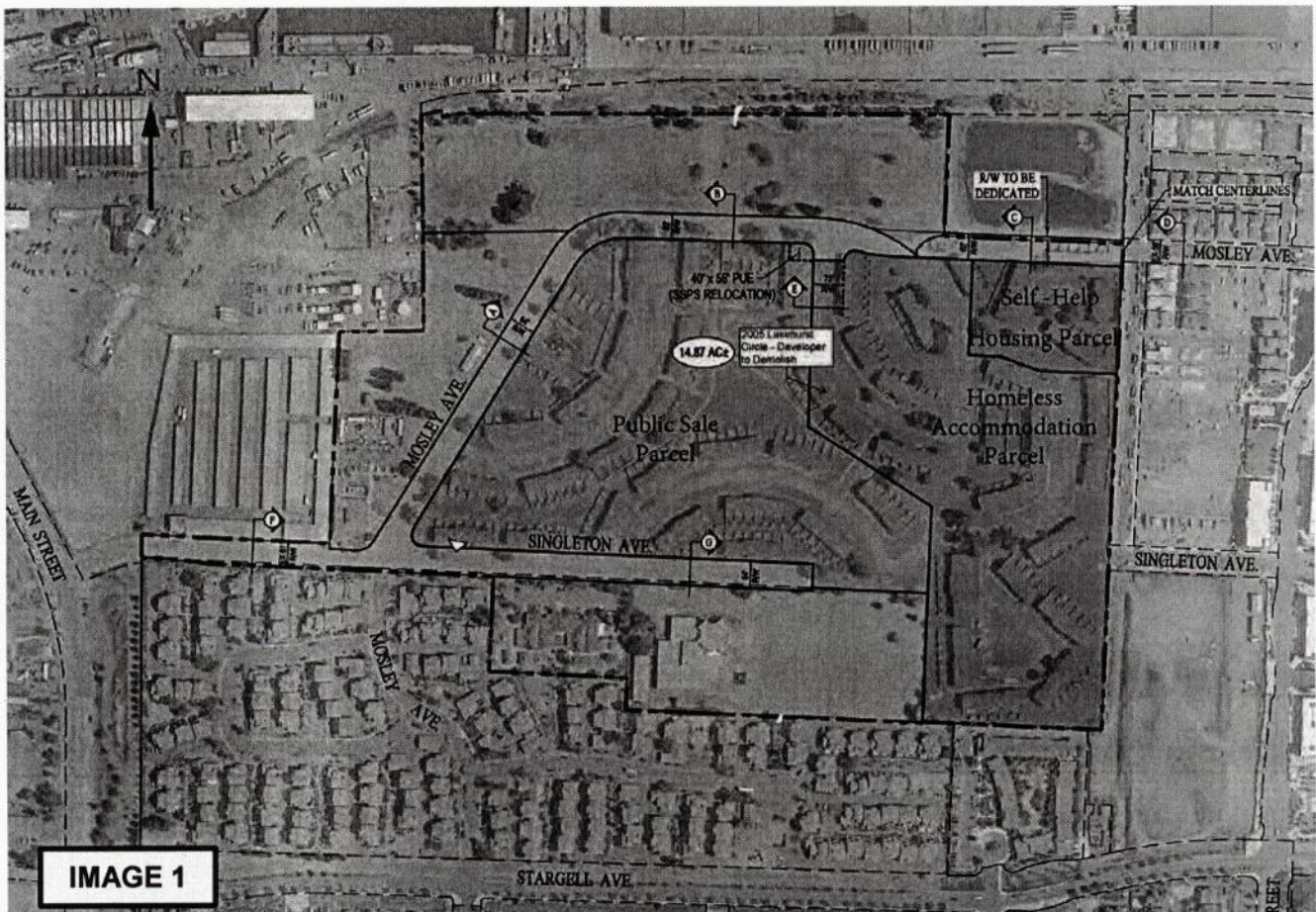


IMAGE 1



# TERMS OF SALE

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## 1. DEFINITIONS

### a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

### b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

### c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Department of Navy Base Realignment and Closure Program Management Office West ("NAVY BRAC PMO West"). NAVY BRAC PMO West has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

### d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

### e. PURCHASER

The term "Purchaser" refers to the Bidder whose bid the Government accepts and is used interchangeably with "Buyer" and "Grantee."

### f. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

### g. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at [RealEstateSales.gov](http://RealEstateSales.gov).

### h. FLAT BID

A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another Bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another Bidder's automatic bid, the system will record the bid but it will not be considered the current (winning) bid.

### i. AUTOMATIC BID

Also known as "bid by proxy" wherein the Bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and Bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.



#### **j. HIGH BIDDER**

The term "High Bidder" refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### **k. BACKUP BIDDER**

The term "Backup Bidder" refers to the Bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

#### **l. EARNEST MONEY**

The term "Earnest Money" refers to the Bidder's deposit of money demonstrating the Purchaser's good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government's acceptance of the Bidder's offered bid price. Once a bid is accepted by the Government for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

#### **m. WEBSITE**

The GSA Auctions® website, [GSAAuctions.gov](http://GSAAuctions.gov), has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](http://RealEstateSales.gov). Additional information can also be found at [Disposal.gsa.gov](http://Disposal.gsa.gov).

### **2. DESCRIPTION PROVIDED IN IFB**

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

### **3. OPEN HOUSE AND INSPECTION**

The Property is accessible and can be viewed at any time with the exception of entering the housing units. No persons will be allowed access to the housing units without the presence of a GSA or Navy employee or their designee. Listed below are the dates and times GSA will allow interior access to several housing units on the Property for inspection purposes.

Tuesday, March 14, 2017 (9:30 a.m. – 1:30 p.m.)

Thursday, March 16, 2017 (9:30 a.m. – 1:30 p.m.)

Tuesday, April 25, 2017 (9:30 a.m. – 1:30 p.m.)

Open House Location:

U.S. Coast Guard Housing Office  
99 Mosley Avenue  
Alameda, CA 94501

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. Photos provided by the Government may not represent the condition or existence of any improvements of the Property and are NOT to be relied upon in place of the Bidder's own inspection. Any maps, illustrations or other graphical images of the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own inspection. The failure of any Bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.



#### 4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high Bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

#### 5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Draft Quitclaim Deed. The Draft Quitclaim Deed for the Property is provided as Exhibit A.

#### 6. ZONING

The Property is subject to the jurisdiction of the City of Alameda, California. Verification of the present General Plan, zoning, or other City of Alameda development and/or use requirements shall be the responsibility of the Purchaser; and the Government makes no representation in regard to these matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

The Property is designated for Medium Density Residential Use in the City of Alameda General Plan Land Use Element and is identified as a housing opportunity site in the Housing Element of the General Plan. The Property is zoned R-4 (Neighborhood Residential) PD (Planned Development) G (Government Overlay) on the City of Alameda Zoning Map. City of Alameda zoning requirements concerning the Property can be found on the following website: <https://alamedaca.gov/north-housing-admirals-cove>

In addition to the requirements of the General Plan and Alameda Municipal Code, the Purchaser must also meet the obligations required by the City of Alameda in the *Amendment to the NAS Alameda Community Reuse Plan dated March 4, 2009* (Reuse Plan Amendment) and City of Alameda Housing Policies. These obligations include, but may not be limited to, the requirement to:

- Construct the necessary adequate backbone infrastructure (including roadways) to two neighboring parcels currently owned by the Navy but planned for conveyance. IMAGE 1 on page 3 depicts the two specific parcels whereby the Purchaser has said infrastructure obligations. These Parcels are titled the "Homeless Accommodation Parcel" and the "Self-Help Housing Parcel". More specifics concerning the infrastructure obligations can be found in the Reuse Plan Amendment.
- Provide for a Municipal Services District to ensure that the revenues from the project are not exceeded by the costs to the City of Alameda to provide on-going municipal and public safety services to the Property.

The obligations summarized above are for the benefit of the Purchaser, but are not intended to be a full list of all requirements for the Property. The Government is not responsible for the accuracy of any City of Alameda information. Sale of the Property or any portion thereof will NOT be conditioned upon the Purchaser acquiring any City approvals or Development Agreements. The Purchaser will NOT be required to enter into any such Development Agreement as a condition of such sale. The Government strongly encourages interested parties to consult with the City of Alameda regarding zoning, allowable uses, dedications, payments and development requirements applicable under the City's General Plan and Municipal Code. Close of escrow for any contract resulting from this Invitation for Bids will not be delayed to facilitate any City of Alameda entitlements for the Property.



Additional information about the City's expectations for the development of the Property is available at the City of Alameda website at: <https://alamedaca.gov/north-housing-admirals-cove>

For more information regarding the City of Alameda general plan, zoning or Reuse Plan requirements, you may contact Andrew Thomas, Assistant Community Development Director, City of Alameda at 510-747-6881 or [athomas@alamedaca.gov](mailto:athomas@alamedaca.gov).

## **7. RESIDENTIAL UNIT DEMOLITION**

One 4-Plex building (2005 Lakehurst Circle) is not fully contained within the Property for auction. This building partially sit within land intended to be conveyed to the City of Alameda (as part of the City Road Parcel and the Homeless Accommodation Parcel, as shown in IMAGE 1). As such, the Purchaser shall be solely responsible for the demolition of this building, and any other buildings selected by the Purchaser to be demolished, pursuant to applicable local, state, and federal regulations and, in addition, shall be solely responsible for conducting the post demolition soil sampling and abatement, including removal and disposition if necessary, of soil hazards including securing all required permits and approvals and all costs and expenses associated therewith. Bidder acknowledges the lead based paint and asbestos containing material declarations provided in the Notices, Restrictions, and Covenants section of this IFB and the Draft Quitclaim Deed.

## **8. ACCESS AND ROAD DEDICATIONS**

The road network (Mosley and Singleton Avenues respectively) is intended to be conveyed by the Navy to the City of Alameda. The Quitclaim Deed will require rights of ingress and egress to all adjacent property owners. In addition, any new roads constructed by the Purchaser will be dedicated to the City of Alameda for City operation and maintenance. Additionally, in accordance with the Draft Quitclaim Deed, a non-exclusive easement will be granted to the Grantee over adjacent lands owned by the United States for vehicular and pedestrian access to the Property.

## **9. RISK OF LOSS**

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

## **10. TAXES, ASSESSMENTS AND OTHER COSTS**

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

## **11. REVOCATION OF BID AND DEFAULT**

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser shall not request retrieval. Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.



## **12. GOVERNMENT LIABILITY**

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government in connection with this sale without interest whereupon Government shall have no further liability to Purchaser.

## **13. TITLE EVIDENCE**

Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

## **14. TITLE**

If a bid for the purchase of the Property is accepted, a Quitclaim Deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

## **15. EASEMENTS, ENCROACHMENTS AND RESERVATIONS**

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein. Successful Bidder(s) shall honor existing easements, if any, for access and utility services.

## **16. COVENANT AGAINST CONTINGENT FEES**

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## **17. CONTINUING OFFERS**

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the Bidder shall be obtained prior to such acceptance.

## **18. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE**

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.



The closing date of the sale is ninety (90) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the ninety (90) calendar day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

#### **19. DELAYED CLOSING**

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

#### **20. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING**

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

#### **21. OFFICIALS NOT TO BENEFIT**

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

#### **22. ANTITRUST LAWS**

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

#### **23. CAPACITY TO CONTRACT**

Bidders shall be 18 years of age or older to bid and acquire the Property.



August 15<sup>th</sup>, 2017

Victoria Johnson  
Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, California 94501

Dear Ms. Johnson,

This letter will set forth the basic business terms by which Carmel Partners Realty Investors, LLC or its affiliate ("Buyer") will offer to purchase the 34 homes identified in the attached exhibit of the property known as Admirals Cove in Alameda, CA ("Property") from the owner or one of its affiliates ("Seller").

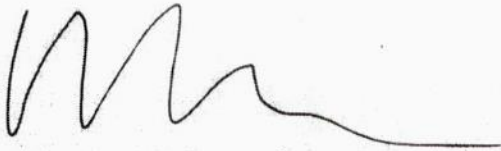
1. Purchase Price: The Purchase Price is (\$8,850,000) payable at Close of Escrow in cash and/or equivalent demolition services ("Demolition Services"). Financing shall not be a contingency of closing.
2. Deposit: Upon execution of a PSA, Buyer will deposit into escrow the sum of (\$250,000) ("Deposit"), which will become non-refundable upon satisfaction of all Buyer's conditions of closing. The Deposit plus interest will be applied to the Purchase Price at Close of Escrow or will constitute liquidated damages in the event of Buyer's default or will be returned to Buyer in the event of Seller's default.
3. Closing: Close of escrow will occur no later than (10) days following the conclusion of the lot line adjustment by the City and the recording of any required update to the parcel(s) by the County of Alameda.
4. Title and Possession: Good, marketable, insurable title and possession of the Property will be delivered to the Buyer at close of escrow. Title will be delivered subject only to current non-delinquent taxes and such other liens and encumbrances as Buyer agrees.
5. Buyers Conditions of Closing: The City of Alameda will convey the Homeless Accommodation Parcel to the Seller by December 1<sup>st</sup>, 2017. The recording of the tax parcel by the County of Alameda must be completed within 60 days of the land being conveyed by the City of Alameda to the Seller. The Property will be conveyed to Buyer free of any labor use requirements and/or restrictions. Buyer shall receive an access easement to use the southern portion of Mosely (where Mosely and Singleton connect) in perpetuity.



6. Closing Costs and Commissions: Seller shall be responsible for transfer taxes, CLTA title insurance, one half of escrow fees and any other costs associated with the transaction. Buyer shall be responsible for the difference between CLTA and ALTA title insurance and one half of escrow costs. Buyer and Seller shall indemnify each other against claims of other brokers. Taxes, assessments, rents and operating expenses will be prorated at closing.
7. Purchase Agreement: The Seller shall approve and sign this Letter of Intent ("LOI") no later than September 29<sup>th</sup>, 2017. The Buyer and Seller shall enter into a PSA by October 13<sup>th</sup>, 2017.
8. Demolition Services: Buyer offers Seller to elect to have part of the consideration for this transaction to be in the form of at grade Demolition Services. The Buyer is currently working with subcontracts to determine the cost of removing the existing structures; the current estimate is \$12,000 - \$18,000 per home. Buyer and Seller shall agree to the scope of work and associated cost either in the PSA or another binding agreement.

We look forward to working with the Alameda Housing Authority and its partners on this transaction.

Sincerely,



Michael Pence  
Carmel Partners Realty Investors, LLC

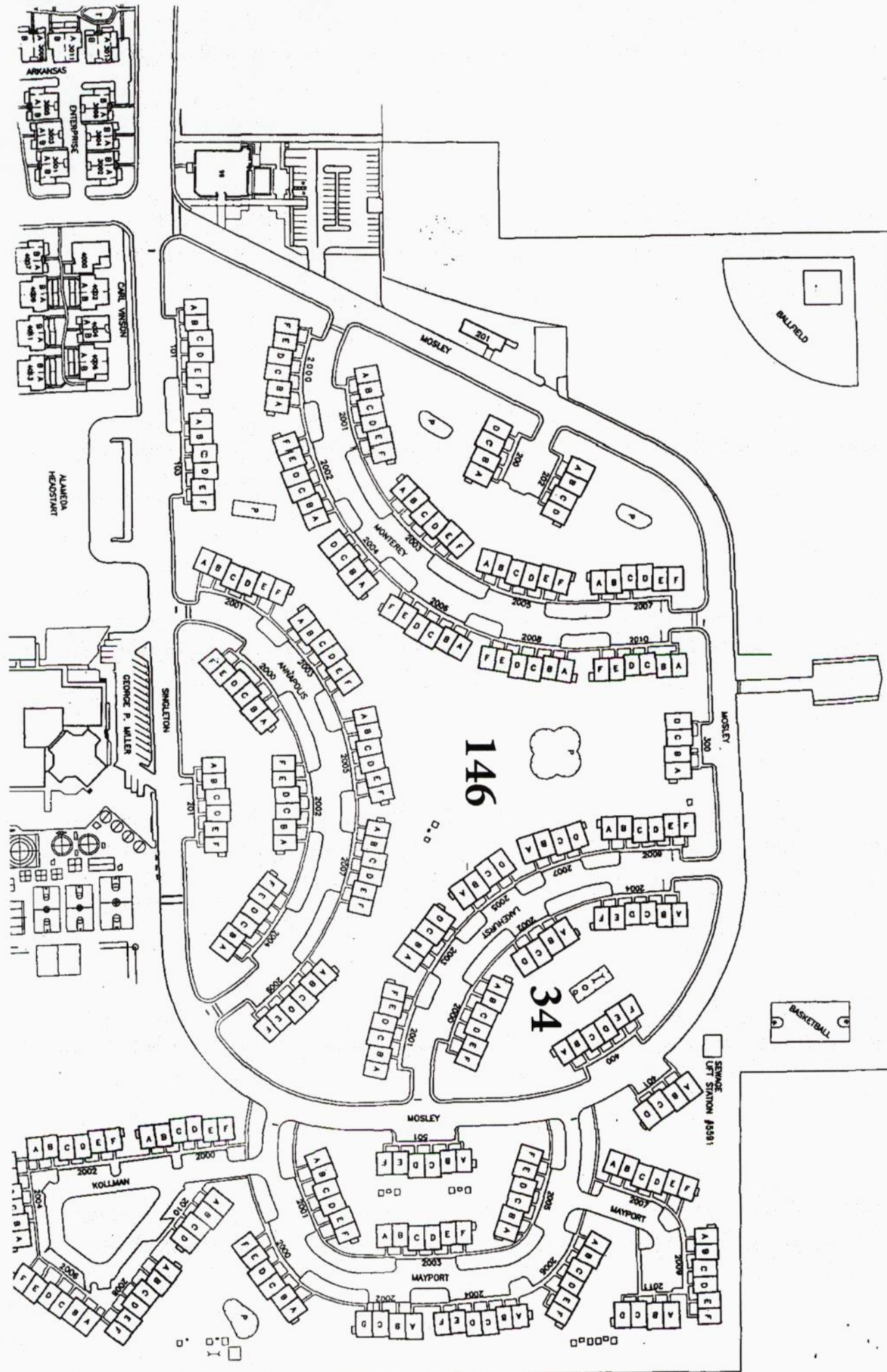
CC: Greg Pasquali  
Michael Ruiz

**AGREED AND ACCEPTED:**

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

Its: \_\_\_\_\_

# Admirals Cove Exhibit







# Housing Authority of the City of Alameda

PHONE (510) 747-4300  
FAX (510) 522-7848  
TDD (510) 522-8467

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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 M. Cooper  
Executive Director

Prepared by: Kathleen Mertz, Asset Manager

Date: September 20, 2017

Re: Approve the Executive Director to Negotiate the Subordination of the 1993 Bond Regulatory Agreement and the 2000 Loan Agreement, to the new Fannie Mae SunTrust Loan and Subordination to the CalHFA Regulatory Agreement Associated with the Refinance and Rehabilitation of Playa del Alameda Apartments

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## BACKGROUND

Playa del Alameda is a 40-unit apartment complex located at 148 Crolls Garden Court. The property was built by a private developer in 1983 with a bond, and then refinanced in 1993 with a new bond that was issued by the Housing Authority. The property also has a Section 8 contract that is administered directly with HUD, not through AHA. In 1993, a Regulatory Agreement and Declaration of Restrictive Covenants (Bond Agreement) was recorded against the property.

In 2000, the property was refinanced again with 4% Low-Income Housing Tax Credits and tax-exempt bonds. At the time of the 2000 refinancing, the Housing Authority made a new loan of \$243,109 to the project (Loan Agreement). This debt was recorded with a Deed of Trust and a Loan Agreement that includes a 55 year affordability term. The Loan Agreement was subordinated to the new bond issuer and permanent lender, California Housing Finance Agency (CalHFA).

## DISCUSSION

In 2014, the current owner, Playa Del Alameda Associates, a limited partnership, (Owner) approached the Housing Authority to state that another refinance and rehabilitation of the property was planned. It took several years for the Owner to secure new financing, which includes a new permanent Fannie Mae loan. The loan proceeds will be used to complete a substantial renovation of the property. All of the existing affordability restrictions will remain in place. Additionally, HUD has recently renewed the Section 8 Project Based Rental Assistance Contract for an additional 15 years.

The Owner is ready to proceed and has requested three subordinations related to the new refinance transaction. The Owner will fully pay the AHA loan principal (\$243,109) plus accrued interest, (\$42,949). The Owner's new lender, SunTrust Bank, has requested that the Loan Agreement and the Bond agreement be subordinated to their new permanent loan. CalHFA, whose loan is also being fully paid, has also requested a subordination of the Bond Agreement and Loan Agreement to their CalHFA Regulatory Agreement (together, Subordination Agreements). The SunTrust subordination agreements are attached for reference. At the time of writing this report, the CalHFA subordination agreement was not yet available for review.

These Subordination Agreements do not impact the affordability restrictions on the property except that they are now subject to and of lower priority than the lien of the SunTrust Bank mortgage and CalHFA Regulatory Agreement. The affordability targets also will remain in place, including the requirement that the developer agrees to restrict 100% of the units at 60% or below AMI even if the Section 8 rental assistance is no longer available. Annual reporting requirements will continue until 2055.

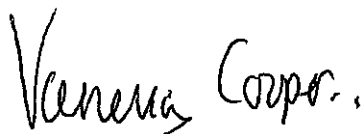
#### FISCAL IMPACT

The Housing Authority will receive a final payment (principal and interest) of \$286,058. The owner will further pay the legal or other transaction costs incurred by AHA.

#### RECOMMENDATION

Staff recommends Board approve the Executive Director to negotiate the Subordination of the 1993 Bond Regulatory Agreement and 2000 Loan Agreement to the new Fannie Mae SunTrust Loan and subordination to the CalHFA Regulatory Agreement associated with the refinance and rehabilitation of the Playa del Alameda Apartments.

Respectfully submitted,

A handwritten signature in black ink that reads "Vanessa Cooper," with a stylized, cursive script.

Vanessa M. Cooper

Exhibit A: Subordination Agreement – Loan Agreement

Exhibit B: Subordination Agreement – Bond Regulatory Agreement



Prepared by, and after recording  
return to:  
**Jeffrey E. Weissmann, Esq.**  
**Krooth & Altman LLP**  
**1850 M Street, NW, Suite 400**  
**Washington, DC 20036**

**SUBORDINATION AGREEMENT**  
**GOVERNMENTAL ENTITY**

**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY  
AGREEMENT  
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this "**Agreement**") is effective as of the \_\_\_ **day of September, 2017**, by the **HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("**Governmental Entity**"), and **PLAYA DEL ALAMEDA ASSOCIATES**, a California limited partnership ("**Borrower**"), for the benefit of **SUNTRUST BANK**, a Georgia banking corporation, its successors and assigns ("**Lender**").

**RECITALS:**

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$ \_\_\_\_\_.**00** ("**Loan**") pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that will be recorded among the records of Alameda County, State of California ("**Official Records**") (as supplemented or amended from time to time, the "**Mortgage**") of certain improved real property located in Alameda, Alameda County, California, as more particularly described on Exhibit A attached hereto ("**Property**"). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**".

B. In connection with the construction and development of the Property, Borrower's predecessor-in-interest entered into a certain **Regulatory Agreement and Declaration of Restrictive Covenants** dated as of **December 1, 1993** ("**Regulatory Agreement**") in favor of the Governmental Entity, which was recorded on **December 15, 1993** in the Official Records as **Instrument No. 93437006**, pursuant to which the Property was subjected to certain restrictions by Governmental Entity. The Borrower, by Assignment, Assumption and Release of Regulatory Agreement dated as of **February 1, 2000** (the "**Assumption**") assumed the obligations of Owner (as that term was defined in the Regulatory Agreement). The Assumption recorded on **February 1, 2000** in the Official Records as **Instrument No. 2000029674**.

C. As a condition to making the Loan, Lender requires that Governmental Entity acknowledge and confirm that (i) the lien of the Mortgage be superior to the lien of the Regulatory Agreement, and that (ii) the Regulatory Agreement terminates upon the occurrence of a foreclosure (or deed-in-lieu thereof) of the Mortgage. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement as set forth herein.



E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination/Termination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times (i) continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof, and the lien of the Mortgage be superior to the lien of the Regulatory Agreement, and that (ii) the Regulatory Agreement terminates upon the occurrence of a foreclosure (or deed-in-lieu thereof) of the Mortgage. Notwithstanding the foregoing, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing and Encumbrance Approval. Governmental Entity hereby approves and acknowledges the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Satisfaction of Prior Indebtedness. Governmental Entity acknowledges and agrees that the "Bonds" or "Loan" associated with and defined in the Regulatory Agreement, owed by Borrower's predecessor in interest to Governmental Entity has been repaid and satisfied, in all respects.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental



Entity hereby represents that, to the best of its knowledge, there is no current default under the Regulatory Agreement.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of California**.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):



If to Governmental Entity:

701 ATLANTIC AVENUE  
ALAMEDA, CA 94501

If to Lender:

8245 BOONE BOULEVARD, SUITE #710  
VIENNA, VA 22182  
Attention: Loan Servicing

If to Borrower:

1990 NORTH CALIFORNIA BOULEVARD, SUITE 1070  
WALNUT CREEK, CA 94596

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.**





**BORROWER:**

**PLAYA DEL ALAMEDA ASSOCIATES**, a California limited partnership

By: Bayside Playa, LLC, a Delaware limited liability company, its Administrative General Partner

By: Bayside Communities, LLC, a Delaware limited liability company, its Sole Member

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

Name:

Title:

By: Community Resident Services Inc., a California nonprofit public benefit corporation, its Managing General Partner

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

Name: Erin Myers

Title: Executive Director











**EXHIBIT A**  
**Legal Description**

**For APN/Parcel ID: 074-1328-288-00**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

ALL OF THAT REAL PROPERTY, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT 5049," FILED FOR RECORD SEPTEMBER 28, 1982, IN BOOK 134 OF MAPS, AT PAGES 78 AND 79, IN THE OFFICE OF THE ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, INGRESS AND EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, AND FOR INSTALLATION AND MAINTENANCE OF UTILITIES, OVER, ALONG AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL 2, AS SHOWN ON PARCEL MAP NO. 209, RECORDED JUNE 30, 1966, IN BOOK 47 OF PARCEL MAPS, AT PAGE 112, ALAMEDA COUNTY RECORDS, AT ITS INTERSECTION WITH THE EASTERN LINE OF WEBSTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 3, AS SHOWN ON SAID MAP; THENCE SOUTH 2° 50' 13" WEST, 18.00 FEET; THENCE SOUTH 87° 09' 47" EAST, 109.17 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 421.97 FEET, THROUGH A CENTRAL ANGLE OF 17° 56' 28", AN ARC DISTANCE OF 132.13 FEET, TO A POINT ON THE EASTERN LINE OF SAID PARCEL 2, WHICH POINT BEARS SOUTH 2° 50' 13" WEST, 17.52 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE ALONG SAID EASTERN LINE OF PARCEL 2, SOUTH 2° 50' 13" WEST, 252.38 FEET, AND SOUTH 23° 30' 13" WEST, 33.00 FEET; THENCE NORTH 42° 09' 47" WEST, 47.17 FEET; THENCE NORTH 2° 50' 13" EAST, 212.72 FEET; THENCE NORTH 40° 05' 05" WEST, 35.10 FEET; THENCE NORTH 87° 09' 47" WEST, 238.25 FEET; THENCE NORTH 2° 50' 13" EAST, 50.00 FEET TO A POINT ON THE NORTHERN LINE OF SAID PARCEL 2; THENCE ALONG SAID NORTHERN LINE, SOUTH 87° 09' 47" EAST, 68.00 FEET TO THE POINT OF BEGINNING.

THE EASEMENT HEREIN DESCRIBED IS APPURTENANT TO PARCEL ONE, ABOVE.

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**Prepared by, and after recording  
return to:  
Jeffrey E. Weissmann, Esq.  
Krooth & Altman LLP  
1850 M Street, NW, Suite 400  
Washington, DC 20036**

**SUBORDINATION AGREEMENT  
GOVERNMENTAL ENTITY**



**SUBORDINATION AGREEMENT GOVERNMENTAL ENTITY FOR REGULATORY  
AGREEMENT  
REGULATORY AGREEMENT ONLY/NO SUBORDINATE DEBT**

THIS SUBORDINATION AGREEMENT FOR REGULATORY AGREEMENT (this "**Agreement**") is effective as of the \_\_\_ **day of September, 2017**, by the **HOUSING AUTHORITY OF THE CITY OF ALAMEDA**, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("**Governmental Entity**"), and **PLAYA DEL ALAMEDA ASSOCIATES**, a California limited partnership ("**Borrower**"), for the benefit of **SUNTRUST BANK**, a Georgia banking corporation, its successors and assigns ("**Lender**").

**RECITALS:**

A. Simultaneously herewith Lender is making a loan to Borrower in the original principal amount of \$ \_\_\_\_\_**.00** ("**Loan**") pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing that will be recorded among the records of Alameda County, State of California ("**Official Records**") (as supplemented or amended from time to time, the "**Mortgage**") of certain improved real property located in Alameda, Alameda County, California, as more particularly described on Exhibit A attached hereto ("**Property**"). The Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**".

B. In connection with the construction and development of the Property, Borrower entered into a certain unrecorded **Loan Agreement** dated as of **December 15, 1999**, thereafter amended **January 27, 2000** and **October 25, 2000** ("**Regulatory Agreement**") in favor of the Governmental Entity, pursuant to which, under Section 5 of the Regulatory Agreement, the Property was subjected to certain restrictions by Governmental Entity..

C. As a condition to making the Loan, Lender requires that Governmental Entity acknowledge and confirm that (ii) the lien of the Mortgage be superior in interest to the Regulatory Agreement, and that (ii) the Regulatory Agreement terminates upon the occurrence of a foreclosure (or deed-in-lieu thereof) of the Mortgage. Lender will not make the Loan unless Governmental Entity and Borrower agree to subordinate their rights and obligations under the Regulatory Agreement as set forth herein.

E. Borrower and Governmental Entity hereby agree to subordinate the Regulatory Agreement on and subject to the terms, conditions and requirements set forth in this Agreement.



**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Subordination/Termination. The Governmental Entity hereby agrees that the Regulatory Agreement is and shall at all times (i) continue to be, subordinate, subject and inferior to the rights of Lender under the Loan Documents and that the liens, rights (including approval and consent rights), remedies, payment interests, priority interests, and security interests granted to Governmental Entity pursuant to or in connection with the Regulatory Agreement are hereby expressly acknowledged to be in all respects and at all times, subject, subordinate and inferior in all respects to the liens, rights (including approval and consent rights), remedies, payment, priority and security interests granted to Lender pursuant to the Loan Documents and the terms, covenants, conditions, operations and effects thereof, and the lien of the Mortgage be superior to the lien of the Regulatory Agreement, and that (ii) the Regulatory Agreement terminates upon the occurrence of a foreclosure (or deed-in-lieu thereof) of the Mortgage. Notwithstanding the foregoing, Governmental Entity may exercise the remedies of specific performance or injunctive relief at any time in the event of a default under or breach of the terms of the Regulatory Agreement.

3. Financing and Encumbrance Approval. Governmental Entity hereby approves and acknowledges the financing evidenced by the Mortgage. Governmental Entity further agrees that any transfer of the Property in connection with foreclosure of the Mortgage or a deed in lieu thereof shall not require Governmental Entity's consent but shall require notice to Governmental Entity.

4. Satisfaction of Prior Indebtedness. Governmental Entity acknowledges and agrees that the "Loan" associated with and defined in the Regulatory Agreement, owed by Borrower to Governmental Entity has been repaid and satisfied, in all respects.

5. Lender Notice of Default. In consideration of Governmental Entity's agreements contained in this Agreement, Lender agrees that in the event of any default by Borrower under the Loan Documents, Governmental Entity shall be entitled to receive a copy of any notice of default given by Lender to Borrower under the Loan Documents. Neither the giving nor the failure to give a notice to Governmental Entity pursuant to this Section 5 will affect the validity of any notice given by Lender to the Borrower.

6. Governmental Entity Notice of Default. Governmental Entity shall give Lender a concurrent copy of each material notice (including without limitation each notice of default) given by Governmental Entity under or with respect to the Regulatory Agreement, and agrees that Lender, at Lender's sole election, shall have the right (but not the obligation) to cure any default by Borrower under the Regulatory Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents that, to the best of its knowledge, there is no current default under the Regulatory Agreement.

7. Governmental Entity's Rights. Except as set forth in Sections 2 and 8 of this Agreement, nothing in this Agreement is intended to abridge or adversely affect any right or



obligation of Borrower and/or Governmental Entity, respectively, under the Regulatory Agreement; provided that, (A) the Regulatory Agreement may be released but it may not be modified, amended, changed or otherwise altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Regulatory Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Regulatory Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) the collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) the application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; (v) the removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan.

8. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity.

9. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Regulatory Agreement to the lien or charge of the Loan Documents, and shall supersede and cancel any prior agreements with regard to this subject matter.

10. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the **State of California**.

12. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

701 ATLANTIC AVENUE

**Subordination Agreement (Governmental Entity)**  
**Playa del Alameda Apartments**

ALAMEDA, CA 94501

If to Lender:

8245 BOONE BOULEVARD, SUITE #710  
VIENNA, VIRGINIA 22182  
Attention: Loan Servicing

If to Borrower:

1990 NORTH CALIFORNIA BOULEVARD, SUITE 1070  
WALNUT CREEK, CA 94596

14. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

15. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

16. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN THE REGULATORY AGREEMENT BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF THE MORTGAGE.**





**BORROWER:**

**PLAYA DEL ALAMEDA ASSOCIATES**, a California limited partnership

By: Bayside Playa, LLC, a Delaware limited liability company, its Administrative General Partner

By: Bayside Communities, LLC, a Delaware limited liability company, its Sole Member

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

Name:

Title:

By: Community Resident Services Inc., a California nonprofit public benefit corporation, its Managing General Partner

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

Name: Erin Myers

Title: Executive Director











**EXHIBIT A**  
**Legal Description**

**For APN/Parcel ID: 074-1328-288-00**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**PARCEL ONE:**

ALL OF THAT REAL PROPERTY, AS SHOWN ON THAT CERTAIN MAP ENTITLED, "TRACT 5049," FILED FOR RECORD SEPTEMBER 28, 1982, IN BOOK 134 OF MAPS, AT PAGES 78 AND 79, IN THE OFFICE OF THE ALAMEDA COUNTY RECORDS.

**PARCEL TWO:**

A NON-EXCLUSIVE EASEMENT FOR ROADWAY, INGRESS AND EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, AND FOR INSTALLATION AND MAINTENANCE OF UTILITIES, OVER, ALONG AND THROUGH THE FOLLOWING DESCRIBED PROPERTY:

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