



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

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. 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 February 17, 2016 7:00 pm - (6:45pm CLOSED Session)

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 three 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. CLOSED SESSION – 6:45 p.m. - Adjournment to Closed Session to Consider:
 - 2-A. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Evra Construction, Inc. v. Housing Authority of the City of Alameda, Alameda County Superior Court No. RG1576011



- 2-B. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Camanag v. City of Alameda and City of Alameda Housing Authority, Alameda County Superior Court No. RG14753248
- 3. Adjournment of Closed Session
- 4. RECONVENE REGULAR MEETING – 7:00 P.M.
- 5. Announcement of Action Taken in Closed Session, if any.
- 6. 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.
- 6-A. Approve Minutes of the Board of Commissioners Regular Meeting held January 20, 2015. Acceptance is recommended
- 6-B. Accept the Monthly Overview Report
- 6-C. Accept the Budget Variance Report
- 6-D. Accept the Quarterly Investment Report
- 6-E. Accept the 2016 Update on Schedule of Charges for Maintenance Services
- 7. AGENDA
- 7-A. Approval to Amend the 2001 Settlement Agreement with Renewed Hope Housing Advocates Related to Housing Development at Alameda Point
- 7-B. Accept the Quarterly Police Report
- 7-C. Verbal Report Regarding Possible Amendment to the Services Agreement between the Housing Authority and the City of Alameda to Provide Housing Services for the City and Additional Policing Services for the Housing Authority to Include an Expanded Role to Support the Rent Review Advisory Committee
- 7-D. Approve Revised Payment Standards for the Section 8 Housing Choice Voucher program, effective April 2, 2016
- 7-E. Update on the Family Self Sufficiency (FSS) Program
- 7-F. Revisions to the Information Technology Policy
- 7-G. Update on Property Based Waiting List Openings
- 7-H. Adopt Resolution to Accept a Quitclaim Deed from the City of Alameda for the North Housing Project Site; Authorize Executive Director to Execute Related Documents



- 7-I. Rosefield Village Project Update; Adopt a Resolution Authorizing the Submission of a Joint Application with the City of Alameda to the State of California Affordable Housing and Sustainable Communities Program; Authorize the Executive Director to Execute Related Documents
- 7-J. Authorize the Executive Director to Execute Necessary Documents and to Purchase Four Below Market Rate Units at 2100 Clement
- 7-K. Approve a Policy on Local, State and Federal Lobbying
- 7-L. Authorize the Executive Director to Offer a One-Time Vacation Pay-Out
- 7-M. Adopt a Resolution to Authorize the Addition of a Senior Project Manager Position and the Adoption of the Schedule of Authorized Positions
- 7-N. Approve Conference Selection and Out-of-State Travel
- 8. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)
- 9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)
- 10. ADJOURNMENT

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Note

- 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.





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DRAFT MINUTES

REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA HELD WEDNESDAY, JANUARY 20, 2016

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

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Present: Commissioners Allen, Jones, McCahan, Rickard, Shipe, Tamaoki and
Chair Kurrasch

Absent: None

2. 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.

Commissioner Rickard moved to approve the Consent Calendar and Commissioner McCahan seconded. The motion carried unanimously. Items accepted or adopted are indicated by an asterisk.

- *2-A. Approve Minutes of the Board of Commissioners Regular Meeting held December 16, 2015. Acceptance is recommended
- *2-B. Accept the Monthly Overview Report
- *2-C. Accept the Budget Variance Report

3. AGENDA

- 3-A. Accept the Audit Report for Fiscal Year Ending June 30, 2015

Chair Kurrasch invited Auditor Wallace Rowe to speak on the Audit Report for Fiscal Year Ending June 30, 2015. Mr. Rowe went through the audit and touched on highlights of the audit and answered questions from the Board. Mr. Rowe talked about the individual audit reports and the reports on compliance and internal control. Mr. Rowe reviewed the Comparative Statement of Net Positions and Comparative Statement of Revenues, Expenses and Changes in Net Position. Mr. Rowe reported a clean opinion and no audit findings.



Commissioner Tamaoki asked if the report could include financial ratios and comparisons to other Public Housing Authorities. Ms. Cooper said that this is something that could be looked at over the next year.

Commissioner Jones moved to accept the staff recommendation on page 29 and Commissioner Shipe seconded. The motion carried unanimously.

3-B. Accept the Annual Review of Investment Policy

Vanessa Cooper, Executive Director said that it is a requirement to bring the Investment Policy to the Board annually and invited comments from the Board on the Investment Policy. Commissioner Tamaoki asked about the monitoring of the Conflict of Interest. Ms. Cooper said that she will make sure to look into this.

Commissioner Shipe moved to accept the staff recommendation on page 92 and Commissioner Allen seconded. The motion carried unanimously.

3-C. Authorize the Executive Director to Transfer \$15 Million of Housing Authority Reserve Funds from the Local Agency Investment Fund (LAIF) to an Initial Investment Up to \$2 Million in Certificates of Deposit and Up to \$13 Million to Specified Investment Accounts Managed by PFM Asset Management

Ms. Cooper said that this item was previously brought before the Board for consideration and that PFM Asset Management was awarded a contract for investment services on April 22, 2015. Ms. Cooper introduced Ms. Monique Spyke of PFM Asset Management. Ms. Spyke reviewed the presentation included in the packet. Ms. Spyke talked about the needs of the Housing Authority, objectives, strategy and recommendations. Ms. Spyke answered questions from the Board. Ms. Cooper said that PFM would be asked to come annually to present to the Board.

Ms. Cooper made a recommendation to amend the request to be specific about U.S. treasuries and federal securities.

The new recommendation is:

Authorize the Executive Director to Transfer \$15 Million of Housing Authority Reserve Funds from the Local Agency Investment Fund (LAIF) to an Initial Investment Up to \$2 Million in Certificates of Deposit and Up to \$13 Million to Specified Investment Accounts Limited to U.S. Treasuries and Federal Agencies Managed by PFM Asset Management

Commissioner Rickard moved to accept the staff recommendation on page 102 with the changes proposed by Ms. Cooper. Commissioner Tamaoki seconded. The motion carried unanimously.



- 3-D. Del Monte Project Update; Authorize the Executive Director to Execute Documents Necessary for the Submission of a Tax Credit Application including Authorization to Negotiate and Execute Contracts Related to the Del Monte Project

Ms. Victoria Johnson, Director of Housing and Community Development, gave an update on the progress of the Del Monte Project. Ms. Johnson talked about the location of the property, ownership and timeline. Ms. Johnson invited questions from the Board.

Commissioner Tamaoki moved to accept the staff recommendation on page 117 with the correction that the first line say Del Monte Project and not Eagle Avenue Project. Commissioner McCahan seconded. The motion carried unanimously.

- 3-E. Discussion Regarding Possible Amendment to the Services Agreement between the Housing Authority and the City of Alameda to Provide Housing Services for the City and Additional Policing Services for the Housing Authority to Include an Expanded Role to Support the Rent Review Advisory Committee

Ms. Cooper said that this item is being brought to the Board for discussion only and any direction the Board might want to give regarding topics. Ms. Cooper talked about the three options put forward at the January City Council Meeting regarding rent control. The City Council meeting went until 4:00 am and there was an agreement to extend the Moratorium. Ms. Cooper agreed with the City Manager that AHA would continue to extend our services in terms of answering phones and responding to questions about the Moratorium. There will be another meeting on February 16 and at that point we would expect there will be some decision on where to go. We will need to determine whether to amend our Services Agreement with the City or do a new Services Agreement. Ms. Cooper talked about some of the possibilities and about her conversations with the City Manager.

One Speaker, Monty Heying, asked about the RRAC and asked to see the draft Agreement. Ms. Cooper said that we don't have a draft yet and it could possibly be on the February Board Agenda. Ms. Cooper said that she would email him the current Services Agreement.

Commissioner McCahan said that he was happy to see the RRAC finally getting empowered through this process. He said that he would like to see this as a separate contract from others we have with the City and that the City Attorney's Office be responsible of all legal actions.

Commissioner Rickard commented that there are two sides on policy issues. He said to be careful that a services agreement not bind us for too long.

Commissioner Tamaoki asked if this is something that we really want to do. He said that in a sense we only want to be administrators and went on to discuss why.



One Speaker asked for a definition of affordability. Ms. Cooper responded on the definition and Ms. Johnson talked about how the below-market rate is determined.

One Speaker, April Squires, asked if the developer determines the affordability in a unit. Ms. Johnson responded that it is the Inclusionary Housing Ordinance that determines the affordability. She also asked about water conservation at Independence Plaza. Ms. Cooper said that when we look at this, it will be a long range plan and for all buildings.

3-F. Approval of the Revisions to the Procurement Policy to Conform to New Legislation

Management Analyst, Tonya Schuler, gave an overview of the Procurement Policy. Ms. Schuler talked about the time frame to get the Procurement Procedure to conform to the new federal regulations. Ms. Schuler said that she is bringing the Board the policy to start that process.

Ms. Schuler reviewed the red-lined Procurement Policy and deletions and invited questions from the Board.

Commissioner Shipe moved to accept the staff recommendation on page 141 and Commissioner Allen seconded. The motion carried unanimously.

3-G. Amend the Administrative Plan Chapters 3 and 16 to Comply with PIH Notice 2015-19, to Update the Approval Granted by HUD to Inspect for Carbon Monoxide Detectors, to Add a Missing Smoke Detector to the List of Life Threatening Fail Items, to Clarify the Definition of "Normal Wear and Tear", to Allow for Self-Certification on HQS Failed Items and Provide Conditions Under Which Self-Certification can be Used, to Clarify Some Biennial Policies, and to Revise Coding of "No-Show" Inspections – (Amendment 2016-01)

Ms. Schuler said that there is a typo in the Title. Should say Chapter 3 and 8 and not 3 and 16.

Ms. Schuler reviewed Chapter 3 and talked about the PIH Notice language and the HQS chapter revisions. Ms. Schuler invited questions from the Board.

Commissioner Allen moved to approve the staff recommendation on page 150 and Commissioner Rickard seconded. The motion carried unanimously.

3-H. Amendment to the Property Management Policy

Ms. Schuler said that this is to amend the assets a person can have when they move into a property. The Housing Choice Voucher Program (HCV) has pending legislation but currently there is no limit. Ms. Schuler discussed the limits and requirements and invited questions from the Board.



Commissioner Shipe asked what about people who already have assets and would this apply to all properties. Regarding the assets, Ms. Cooper responded that it would apply to new move-ins. Ms. Cooper said if people are fully disclosed when moved in this would not affect them. There was further discussion on this item. Ms. Cooper said that there will be further amendments in the future that will come to the Board.

Commissioner McCahan moved to accept the staff recommendation on page 159 and Commissioner Allen seconded. The motion carried unanimously.

- 3-I. Award a Contract to ABG Group in the Amount of \$350,000 and Authorize the Executive Director to Execute a Contract for Section 504 and Uniform Federal Accessibility Standards (UFAS) Upgrades for four (4) Units at the residential senior complex known as Anne B. Diament Plaza; Authorize an increase in the Project Budget of \$80,000 to a total Amount of \$505,000

Mr. Roche said the Capital Improvement Budget contains an annual carryover that would be used for this project. Mr. Roche reviewed what the project entailed. Mr. Roche talked about the bidding process and the bid that was received. Mr. Roche said that he is requesting an increase in the budget and explained why. He said that he has the permit and the project is ready to go with Board approval. Mr. Roche invited questions and discussion from the Board.

Commissioner Rickard moved to accept the staff recommendation on page 163 and Commissioner Allen seconded. The motion carried unanimously.

- 3-J. Proposed Stipend to Board Members to Purchase a Tablet or Other Portable Device In Order to Provide Electronic Access to the Board Packet

Ms. Cooper said that staff have looked at how much it cost to print and deliver packets. She said that this action does not require Board members to purchase and use an electronic device, but gives them the option. We have checked with our attorney to ensure providing a stipend is in line with the Health and Safety Code and that this would be permissible. Ms. Cooper discussed the proposal and options. There was discussion by Board members on usage and payment. Ms. Cooper said that if a member of the Board wants to try out a loaner Tablet before purchasing to see if they like it, they could check out a loaner from AHA.

Commissioner Allen moved to accept the staff recommendation on page 174 with the recommendation that a loaner could be checked out from the AHA to try out prior to purchasing and Commissioner Shipe seconded. The motion carried unanimously.

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

One speaker thanked the Board for answering question patiently and in detail. She commented that she is very happy with her lovely apartment.

One speaker thanked the Board for their integrity and honesty.



5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Chair Kurrasch talked about the Town Hall Meetings and comments received from the tenants. The next Town Hall Meeting will be on January 25th at Independence Plaza.

6. EXECUTIVE DIRECTOR COMMUNICATIONS

None

7. ADJOURNMENT

There being no further business, Chair Kurrasch adjourned the meeting at 9:05 pm.

Arthur Kurrasch, Chair

Vanessa M. Cooper
Executive Director/Secretary





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To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: February 17, 2016

Re: Monthly Overview Report to the Board

BACKGROUND

This memo provides a high level overview of agency activities in the prior month. Data is submitted by each of the key areas of operation

POLICY//IT

Dual monitors have been purchased for all employees in the Housing Programs Department. This is a necessary step in becoming a paperless organization as it will allow staff to use one screen for processing and one screen for review of documents in the imaging system. The goal is to scan most documents at the Reception Desk and with one click of a mouse allow the imaging system to use a workflow design to move the folder in the repository and e-mail the affected staff of the arrival of the new document.

The Annual Plan for the fiscal year beginning July 1, 2016 is currently posted on our website, at City Hall, and at the Alameda Free Library for public comment. Written public comments are being accepted until March 4, 2016. The Public Hearing for the Annual Plan will be at the March Board of Commissioner's meeting. The due date for the Annual Plan to be submitted to HUD is April 17, 2016.

At the same time as the Annual Plan, staff has also posted a Significant Amendment to the Administrative Plan for public comment. The timeline for the significant amendment will be the same as the Annual Plan. The amendment proposes combining some site-based wait lists for the Project-Based Voucher (PBV) into grouped wait lists. For example, currently every PBV project has its own wait list. This amendment would group units that are for seniors onto a single wait list. That would combine the units at Lincoln/Willow and Anne B. Diament into a single wait list. Any additional units for seniors would also come from this grouped wait list. This will allow staff to focus in on few wait lists and will reduce the time spent processing duplicate applications. For example, the wait lists for Esperanza and Parrot Village units are mostly the same families, and these families are frequently being processed for a unit at each location approximately the same time.

HR/OPERATIONS

Annual Fair Housing training was provided to all employees at our January staff meeting by Angie Watson-Hajjem, the Fair Housing Coordinator at ECHO Housing. The training was well received, and allowed our employees to connect personally with an important resource for our program and tenants. On January 27, Randy Shandobil, of Shandobil Communications, provided an informative training for senior management staff on presentation skills and strategies for handling interviews with members of the media.

Tonya Schuler and Janet Basta attended the Northern California/Nevada Chapter NAHRO Annual Conference in January. Tonya spoke about AHA's experience with waitlists as part of a panel presentation; Janet attended as a participant and upcoming Member-At-Large of the Chapter Board.

We are continuing to recruit and explore various options for filling the Resident Manager position at Eagle/Rosefield and an Assistant Resident Manager position at China Clipper. Resident Managers from other properties are stepping in to provide support to these properties in the interim.

Our Director of Facilities, Rod Roche, submitted his resignation effective February 19. While we are excited for Rod to have a new opportunity, we have had to make some internal adjustments to accommodate this staff change. The most significant change is that Victoria Johnson, our Director of Housing and Community Development, will be assuming capital projects work going forward, which will add to her responsibilities but allow this work to be consolidated. We have also re-activated the recruitment for a Maintenance Supervisor, and have modified the requirements to focus more on supervision and management, with an easing of the technical background requirements, which we hope will bring in additional qualified candidates. Vanessa Cooper will be providing supervision to maintenance staff in the short term, with assistance from Michael Derkacz. An additional impact of this change is reflected in the memo/resolution requesting an additional position and a corresponding update to the Schedule of Authorized Positions that is being brought to the Board for consideration this month. We have no immediate plans to recruit for a Director of Facilities, but are planning on leaving the position open and budgeted until the capital needs analysis is complete and other positions are filled.

We are also bringing a proposal requesting authorization to offer a one-time pay-out of vacation leave to the Board this month. This is a pilot program that would help us assess employee interest in having this included as an option over time.

We expect to have the website wireframe completed in February. The wireframe depicts the page layout and visual arrangement of the website's content, including interface elements and navigational systems, such as quick links and search functions, and determines the basic structure of the new website. Once the wireframe is finalized, next steps involve graphic and visual design work, along with migration of current content/addition of new content.

Four annual Town Hall meetings for residents of our AHA properties were held in January. The well-attended meetings featured a presentation from AHA Executive Director Vanessa Cooper, and an opportunity for residents to pose questions and make suggestions to AHA

staff and Board members. Bilingual AHA staff were also available to provide interpretation services.

PROPERTY MANAGEMENT

VACANCY

As often happens at this time of the year, several long term residents passed away last month. Our thoughts and prayers go out to their families and friends.

We ended January with 12 vacant apartments. Four of these vacant units are being used to temporarily house residents from ABD whose units are being remodeled as part of the ADA improvements projects.

Of the 8 remaining, most have applications in progress. For 3, a deposit has been paid for the new move in. We continue to try to accommodate tenants who are or become over housed.

RENTS

Rent collections for January historically are slightly behind the average for each month, presumably due to spending habits over the holidays. Significant work has been done to bring tenants into to payment agreements. We are awaiting a court date for two households for non-payment of rent.

During January we also prepared rent increase notices for all of Esperanza Apartments. The increase was a 5% increase in the total contract rent (tenant portion plus HAP). This remains below the payment standards we are proposing at the February board meeting. The tenant portion of the rents does not increase if the household is right-sized. Those households that are not right-sized will have to pay more per month to cover the increase as the subsidy will not cover the extra bedrooms at their homes.

We have 17 units at ESP that are occupying a unit with one bedroom more than they qualify for. Two of the seventeen requested to move during the rightsizing project in 2015 but we were not able to accommodate them. The remaining households have opted to stay in their units and will continue to pay a premium for the extra bedroom which is not covered by their subsidy.

FACILITIES AND MAINTENANCE

Capital Improvements Projects – During the month of January 2016, and on the Esperanza Site Improvements Project, AHA executed the final Change Order for implementing the minor renovations for two playground areas. In addition, AHA executed the Contract with ABG Group for starting the Anne B. Diament Senior Complex Section 504 & Uniform Federal Accessibility Standards (UFAS) Upgrades Project.

Capital Projects Update		
January 2016 Update	ESP - Site Improvements Project ESP-C2-15	ABD - Section 504 & UFAS Upgrades Project ABD-C1-13
BOC Approval	\$ 1,600,400	\$ 420,000
Original Contract Amount	\$ 1,292,000	\$ 350,000
Approved Change Orders	\$ 265,788	\$ -
Current Contract Amount	\$ 1,557,788	\$ 350,000
Project Cost To Date	\$ 1,464,321	\$ 332,500
% Complete	94%	0%
Pending Change Orders	\$0	\$0
Original Substantial Completion	6/30/2015	5/27/2016
Current Substantial Completion	7/31/2015	5/27/2016

Maintenance Work Orders

Maintenance Work Order Statistics for the Fiscal Year 2016 and through January 2016 are as follows:

Maintenance Work Order Update				
January 2016 Update	FY 2015 Ave.	Jul - Dec - 15	Jan-16	FY 2016 Ave.
Total Monthly WOs	265	1596	211	258
Preventative Maintenance WOs	37	150	34	26
Vacancy Turnovers	6	50	1	7

HOUSING PROGRAMS

The month of January the HPD department processed the following work.

Statistics	December 2015	January 2016
Annual Re-examinations Processed	144	138
Rent Increases Processed	33	126
Interim Re-examinations Processed	15	35
HQS Inspections Conducted	ADD	95
Annual Inspections		80% 1st time pass

Inspections were performed at our Ann B Diamond property on January 12th, 13th, and 14th, 2016. A total of 60 units were inspected and we're pleased to report 90% of the units passed on the first inspection. Three units failed and required a second inspection. This high 1st time pass rate is a direct result of the preventive maintenance performed by AHA maintenance staff on the units.

In January 2016, AHA completed and submitted our end of year E-Logic Model to HUD for our Family Self-Sufficiency (FSS) grant. The E-Logic Model is a reporting tool used by HUD to measure the Authority's projected goals against their actual accomplishments. The FSS program is an employment and savings incentive program for low-income families and individuals that have Housing Choice Vouchers (HCV). The FSS program is a five-year commitment but enrollment is completely voluntary. A few of the many positive outcomes we were proud to report on are:

- Sixteen families maintained employment for greater than a one year period of time.
- Five new families were linked with child care services which allowed four new families to obtain employment.
- We leveraged \$101,413.0 for participants in referral services, and resources.

We are also pleased to announce our 2016 FSS Outreach Enrollment Event is scheduled for March 24, 2016 at 703 Atlantic Ave (Independence Plaza) from 3-4pm. We hope to develop a new waitlist of interested HCV families willing to work hard to accomplish their future goals through the FSS program. (See Waitlist Board memo for more information)

HPD department are in the process of opening our Property Based wait lists. Weekly planning sessions began in January 2016 to identify a compatible software vendor, establish and update policies and procedures, and identify resources needed to ensure an open, accessible, successful and smooth process for this event. Due to the need for affordable housing in Alameda and the wider Bay area we anticipate that thousands of applications will be received during this five day period. (See FSS Board memo for more information)

On February 8, HUD published revised 2016 Fair Market rents, which are 35% higher than the rents published in December. This is the result of a rent study led by AHA and paid for by a collaboration of local Housing Authorities, cities/counties and non-profits. (See Payment standards Board memo for more information)

Change in Fair Market Rents	0 BDR	1 BDR	2 BDR	3 BDR	4 BDR
Proposed 2016 FMR	\$1,025	\$1,235	\$1,562	\$2,177	\$2,427
Final 2016 FMR	\$1,380	\$1,663	\$2,103	\$2,932	\$3,268
2015 to Proposed 2016 Difference	\$355	\$428	\$541	\$755	\$841
% Difference	35%	35%	35%	35%	35%

HOUSING AND COMMUNITY DEVELOPMENT

CDBG/HOME Programs –

The City Council held the annual Public Hearing to adopt the Annual Needs Objectives for the CDBG Notice of Funding Availability and Request for Proposals on February 2nd. Many of the public services providers were in attendance and provided an overview of their services. They asked the Council to consider funding services out of non-CDBG funds. Council agreed to consider funding out of general funds as many of the services that the agencies continue to provide are related to the current housing crisis. The NOFA/RFP is scheduled to be released on February 9, 2016.

Rent Review Advisory Committee (RRAC)

On February 16, 2016, the RRAC will hear two cases that include a single family home and a condominium that are not covered by the moratorium. This will be the first mediation cases for the new RRAC members. On March 3, 2016, the RRAC will receive a mediation training by an outside consultant with the SEEDS organization. This training will be a public meeting and Board members are welcome to attend.

Our temporary RRAC staff along with management have provided services to the public on the various inquiries to the current moratorium. At the same time, significant technical advice and data has been provided to the City staff drafting the new legislation. Since the City Council meeting is the day before the Board meeting, a verbal update will be provided on the February 16 City Council Meeting.

Inclusionary and Below Market Rate Programs

Hello Housing will conduct a lottery for the first 6 of 16 below market rate homes at the Marina Shores development on February 18th. The Alameda Landing homes will soon begin the second phase of sales. City Ventures is developing a new 52-unit project at 2100 Clement Street and a separate memo is attached regarding the possible sale of four units to the Housing Authority.

The Board had previously authorized staff to purchase two resale homes located at 1819 Paru and 2431 Oceana St. At both homes, the current owners have postponed or cancelled their decision to sell. The Board will be informed if these sales are reactivated.

Real Estate Development

Staff attended several application workshops and trainings related to funding including: Tax Credit Allocation Committee 2016 application workshop; NPH workshop on Affordable Housing and Sustainable Communities (AHSC) Greenhouse Gas Reduction; and the Strategic Growth Council application workshop for AHSC program.

Island City Development received five proposals from CPA firms offering services required by the non-profit and tax credit partnerships. Staff has reviewed all proposals and interviewed three firms. After final reference checks a recommendation will be made to the ICD Board.

Island City Development published a solicitation for tax credit property management services on January 11, 2016 and responses are due on February 10th. The solicitation covers a period of up to five years. The most qualified firm will be selected to provide management services for both new tax credit properties and existing properties that are converted to tax

credit ownership for substantial rehabilitation. Rosefield Village is planned to be the first of the renovated properties.

Eagle and Del Monte Projects - Staff is actively working to complete two applications for 9% tax credits. These applications are due to the State Tax credit Allocation Committee by March 2, 2016.

Stargell Commons - The second draw meeting was held in January. The project is 5% complete. Staff will attend all monthly draw meetings. Staff will also periodically review labor compliance. Draw funding packages will be made available around the 1st of each month for staff to review and comment on.

Rosefield Village - A separate memo discussing the status of the Rosefield project is attached to this report.

North Housing - A separate memo discussing the transfer of the 13-acre North Housing parcel is attached to this report.

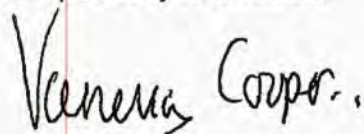
Finance

Please see the Budget Variance Report

RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/



Housing Authority of the City of Alameda

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To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: February 17, 2016

RE: Budget Variance Report

BACKGROUND

On April 16, 2014 the Board of Commissioners passed and approved a two-year operating budget for all programs covering the fiscal years July 1, 2014 through June 30, 2016. On April 15, 2015, the Board of Commissioner approved the budget update for FY 2016 revision of the original budget for the Fiscal Year starting July 1, 2015 and ending June 30, 2016. This Budget Variance Report covers preliminary unaudited financial operating results compared to the budget revision approved on April 15, 2015, for the seven month period of July 1, 2015 to January 31, 2016.

DISCUSSION

Overall operating income is over budget by \$1,744,874, mainly due to the higher amount of HAP Subsidy we received. Our year-to-date HAP Subsidy and Tax Increment is \$1,267,428 (7.5%) over budget. The year-to-date Administrative Fee is \$207,544 (24.8%) over budget, due to recent increases provided by HUD. The year-to-date dwelling rent is \$120,191(6.3%) over budget. Agency wide expenses are below year-to-date budget by \$15,677 (.1%). This is mainly due to the saving on the administrative contract cost, lower tenant activities costs, lower EMP expenses, and lower employee benefits cost. It is offset by slightly higher training expenses; higher HAP payments, and higher postage fees. This results in an operating surplus of \$2,527,064, compared to year-to-date budgeted surplus of \$766,523.

We have received \$100,000 from Island City Development (ICD) for the annual professional services performed for the ICD, which is not in the budget.

In addition, we have also received \$400,099 for the capitalized lease payment on the land and \$41,300 for the reimbursement of the pre-development expenses incurred for the Stargell Commons Development Project for the past 3 years, which was also unbudgeted.

The year to date Extraordinary Maintenance Projects (EMPs) expenses for our Owned and Managed Complexes and Units totaled \$68,427 compared with the

year-to-date budget of \$501,977, resulting in a favorable variance of \$433,550. A number of projects are on hold pending review of a capital needs assessment.

GASB-68

As a local government agency, AHA has to maintain its books by standards set by the Government Accounting Standards Board (GASB). Each year the GASB sets guidelines for accounting practices and sets them by number. In FY 2016, AHA will have to operate by GASB rule 68, which is commonly known as GASB-68. This new rule, GASB-68, requires all government agencies (States, Counties, Cities and Special Purpose Local Governments) to report pension liabilities which have historically been reported on a pay as you go basis by all government entities. Since AHA is a member of the CalPERS retirement system, AHA will be required to report each year on any unfunded pension liability.

Section 20814(c) of the California Public Employees' Retirement Law (PERL) requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. The Plan's actuarially determined rate is based on the estimated amount necessary to pay the costs of benefits earned by employees during the year, with an additional amount to pay any unfunded accrued liability. The Authority is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

According to the GASB 68 Accounting Valuation Report, the Authority's proportionate share of miscellaneous risk pool collective net pension liability of \$1,874,684, which has not been paid yet, is measured as the proportionate share of the net pension liability of \$2,471,487,278 (or .076%). The net pension liability is measured as of June 30, 2014, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2013 rolled forward to June 30, 2014 using standard update procedures. The Authority's proportion of the net pension liability, was based on a projection of the Authority's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

GASB-45/OPEB

The Government Accounting Standards Board (GASB) has mandated disclosure of other post-employment benefit (OPEB) liabilities for all government employers beginning in 2009. During fiscal years prior to 2012 the Authority's employees were actually employees of the City of Alameda and not employees of the Authority itself, therefore there was no OPEB obligation or expense recognized in fiscal years prior to 2012. During fiscal year 2015 the Authority administered this program on a pay-as-you-go basis and actual costs were expensed as incurred. To comply with GASB 45, the Authority estimated it's the present value of the projected benefits of the OPEB program using the Alternative Measurement Method as permitted by GASB Statements Numbers 43 and 45.

The goal of GASB 45 is to match recognition of retiree medical expense with the periods during which the benefit is earned. The entry age normal cost method effectively meets this goal in most circumstances. The Authority has adopted an entry age normal cost method to determine the present value of benefits and the actuarial accrued liability. The plan currently has no assets. The amortization method is a level percent of payroll. The amortization period is thirty years. The Authority has adopted a pay-as-you-go policy and is not currently funding this liability above the monthly requirement. The Authority made actual monthly payments for its portion of the retirees' premiums. The payments for 2015 totaled \$2,416. The Authority accrued a management determined estimate of \$9,838 at the end of the prior fiscal year. In 2016, AHA will commission an independent assessment of OPEB liabilities in 2016-17.

GENERAL FUND

General Fund has included the revenue of Shelter Plus Care Program and some other miscellaneous income items. It has also included the expenses of pre-development cost and EMP's. The operating revenue is over budget by \$135,733. This is mainly due to the \$100,000 that we have received from Island City Development (ICD) for the annual professional services AHA performed for the ICD. Operating expenses are over year-to-date budget by \$76,337. This is mainly due to the higher training expenses, which will be reviewed for proper cost reallocation to different cost centers. It is also due to Boys' and Girls' Club we sponsored, which were budgeted at Housing Authorities Owned Properties. Therefore, it resulted in a year-to-date deficit of \$7,104, compared with the year-to-date budgeted deficit of \$66,500.

EMP activity for the year to date totaled \$0.

CIP's for the year to date is \$14,999 due to the replacement of gutter for the office building

AHA/CDBG/HCD/OTHER MANAGED PROGRAMS

The reimbursement programs are under contract with the City for CDBG, HOME and other affordable housing programs. All staff currently are on AHA payroll and the billings are processed for reimbursement from City. Operating revenue is under budget by \$131,274, mainly due to the time lag of billing and payment process. Operating expenses are under budget by \$67,735. This is mainly due to the savings of administrative contract cost and lower employee benefit costs. Therefore, it resulted in a deficit of \$64,129.

PARROT VILLAGE AND EAGLE VILLAGE

Total operating revenue for Parrot Village and Eagle Village properties is over budget by \$156,963. It is mainly due to the increased dwelling rents from higher payment standard effective September 2015 and increased HAP Subsidy. Operating expenses continue to remain under budget by \$210,521. It is mainly due to the savings of the administrative contract cost, lower employee benefit costs and lower EMP expenses. It resulted in a surplus of \$655,411 versus a year-to-date budgeted surplus of \$287,927.

EMP expenses total \$14,619. Fiscal Year CIP's totaled \$22,091 for the project of Resurface and Stripe 2 parking lots.

HOUSING AUTHORITY OWNED

Operating revenue finished this month over budget by \$554,071. It is mainly due to the increased dwelling rents from higher payment standard effective September 2015 and increased HAP Subsidy. The expenses are slightly under budget by \$147,594, mainly due to the lower EMP expenses. It resulted in a surplus of \$1,001,865 compared to the budgeted year-to-date surplus of \$300,199.

EMP activity year to date is \$53,808. This is mainly due to the China Clipper's painting project, which was reimbursed by the City of Alameda.

CIP's totaled \$660,807 for the fiscal year. \$53,074 is for Anne B Diament's Siding project. The Anne B Diament's project for converting units to 504 has just started. It has incurred \$2,401 so far. \$605,332 is for the Site Improvement and Kitchen and Bathroom remodeling Projects for Esperanza.

INDEPENDENCE PLAZA

Operating revenue is slightly over budget by \$88,181. This is mainly due to the reimbursement received from City of Alameda for replacing gutters, which is not in the budget. The operating expenses are under budget by \$250,162. Therefore, IP operations resulted in a surplus of \$832,775 compared to the year-to-date budgeted surplus of \$494,432.

EMP expenses total \$0. CIP totaled \$60,001 for replacing gutters. This was reimbursed by the City of Alameda.

HOUSING CHOICE VOUCHER PROGRAM

Our January lease rate is at 83 percent due to the tight housing market. The year-to-date lease rate is at 86.0 percent for the fiscal year ending January 31, 2016, and 83.0 percent for the HUD calendar year 2016 annual funding cycle, which began in January. The year-to-date utilization rate of actual HAP expense is 102.9% of the HUD Budget Amount for the fiscal year ending January 31, 2016, and 103.5% for the HUD calendar year 2016 annual funding cycle.

A project reserve (or HAP funds Held by HUD reserve) whereby AHA can draw additional HAP funds if our HAP costs exceed any year's HAP budget has been established by HUD in lieu of significant RNP (Restricted Net Position) cash reserves held by AHA in the past. Currently this HUD held HAP reserve has a balance in excess of \$2.1 million dollars as of January 31, 2016.

The operating (or administrative) portion of the Housing Choice Voucher program has an operating surplus of \$108,246 compared to the year-to-date budgeted deficit of \$206,857 based on income from actual units leased for the fiscal year as required by HUD accounting brief number 19.

The operating revenue is over budget by \$941,179 (6.7%). This is mainly due to the higher HAP Subsidy and higher Administrative Fees we received. Our year-to-date HAP Subsidy is \$736,098 (5.6%) over budget. The year-to-date

Administrative Fee is \$207,544 (24.8%) over budget. The Operating expenses are under budget by \$68,196 (6.5%) and the HAP payment is over budget by \$694,271 (5.3%). The operating surplus, therefore, is over budget by \$315,103.

Administrative fee proration was reported at 79% effective January 1 2015. HUD has subsequently identified additional, available funds to augment the administrative fee appropriation, and has notified PHAs that the pro-ration for the year will likely be approximately 81 percent. As a result, effective with billings for October 1, 2015 and later, AHA would use a pro-ration of 81 percent of 80 percent of the Column B rate to calculate fees for portable vouchers.

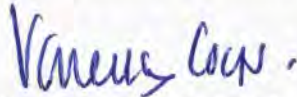
BUDGET CONSIDERATION/FINANCIAL IMPACT

At the bottom of each budget variance report, the balance is shown by either a surplus or deficit. An adjustment for any deficit is made by transferring from accumulated operating reserves at the end of the fiscal year. Generally, surpluses are added to operating reserves while deficits are reductions to operating reserves.

RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VC:MW

Attachments: 1. Budget Variance Report

Unaudited Budget Variance Report
AHA/CDBG/Other Managed Programs
For the Seven Months Ending January 31, 2016

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 58% USED
OPERATING INCOME:								
HAP	0	0	0	0	0	0	0	
Interest	0	0	0	0	0	0	0	
Other Income	815,440	67,953	90,022	22,069	475,673	344,399	(131,274)	42%
Management Fee	0	0	0	0	0	0	0	
Total Operating Income	815,440	67,953	90,022	22,069	475,673	344,399	(131,274)	42%
OPERATING EXPENSES:								
Administrative:								
Salaries	539,400	44,950	39,551	(5,399)	314,650	296,325	18,325	55%
Legal	0	0	0	0	0	5,393	(5,393)	0%
Travel/Training	6,531	544	(10)	(554)	3,810	1,521	2,289	23%
Publications	297	25	0	(25)	173	0	173	0%
Telephone	3,052	254	1	(253)	1,780	7	1,773	0%
Audit Fees	4,806	401	0	(401)	2,804	0	2,804	0%
Office Supplies	6,756	563	56	(507)	3,941	1,812	2,129	27%
Contract Costs	58,558	4,880	432	(4,448)	34,159	5,976	28,183	10%
Sundry	0	0	2,504	(2,504)	0	5,868	(5,868)	0%
Total	619,400	51,617	42,534	(14,091)	361,317	316,902	44,415	51%
Tenant Services:								
Tenant Activities	0	0	0	0	0	295	295	0%
Work Experience	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	295	295	0%
Utilities:								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	
General:								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	196,040	16,337	11,066	5,271	114,357	87,834	26,523	45%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
Total	196,040	16,337	11,066	5,271	114,357	87,834	26,523	45%
Total Operating Expenses	815,440	67,953	53,600	(8,820)	475,673	405,031	71,232	50%
Mortgage/HAP Payments:								
Hap Payments	0	0	0	0	0	0	0	
Mortgage Interest	0	0	0	0	0	0	0	
Total	0	0	0	0	0	0	0	
Other Expenses:								
Extraordinary Maintenance	0	0	0	0	0	0	0	
CDBG/Other Programs	0	0	0	0	0	0	0	
Pre-development Costs	0	0	0	0	0	3,497	(3,497)	0%
Total	0	0	0	0	0	3,497	(3,497)	0%
Total Expenses	815,440	67,953	53,600	(8,820)	475,673	408,528	67,735	50%
Operating Income before Dep	0	0	36,422	36,422	0	(64,129)	(64,129)	
Depreciation (paper expense)	0	0	0	0	0	0	0	
Operating Income after Depr	0	0	36,422	36,422	0	(64,129)	(64,129)	

Unaudited Internal Budget Variance Report
Housing Authority-Owned Properties
For the Seven Month Fiscal Period Ending January 31, 2016

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	58% USED
OPERATING INCOME:								
HAP	3,359,861	279,988	378,107	98,119	1,959,919	2,362,674	402,755	70%
Dwelling Rents	1,378,135	114,845	121,409	6,564	803,912	860,054	56,142	62%
Interest	50,000	4,167	19,656	15,489	29,167	42,466	13,299	85%
Other Income	84,600	7,050	55,000	47,950	49,350	131,225	81,875	155%
Total Income	4,872,596	406,050	574,172	168,122	2,842,348	3,396,419	554,071	70%
OPERATING EXPENSES:								
Administrative:								
Salaries	468,897	39,075	52,753	(13,678)	273,523	363,543	(90,020)	78%
Legal	36,756	3,063	4,759	(1,696)	21,441	23,014	(1,573)	63%
Travel/Training	13,670	1,139	1,936	(797)	7,974	11,369	(3,395)	83%
Publications	1,800	150	0	150	1,050	239	811	13%
Telephone	9,000	750	2,035	(1,285)	5,250	8,092	(2,842)	90%
Audit Fees	11,500	958	1,488	(530)	6,708	12,538	(5,830)	109%
Office Supplies	15,900	1,325	1,577	(252)	9,275	7,870	1,405	49%
Contract Costs	194,121	16,177	5,505	10,672	113,237	63,330	49,907	33%
Sundry	13,400	1,117	4,463	(3,346)	7,817	13,869	(6,052)	104%
Total	765,044	63,754	74,516	(10,762)	446,276	503,864	(57,588)	66%
Tenant Services:								
Salaries	48,656	4,055	3,751	304	28,383	26,161	2,222	54%
Tenant Activities	59,400	4,950	323	4,627	34,650	4,407	30,243	7%
Relocation Cost	0	0	0	0	0	15,100	(15,100)	0%
Total	108,056	9,005	4,074	4,931	63,033	45,668	17,365	42%
Utilities:								
Water and Sewer	281,715	22,176	86,002	(63,826)	164,334	165,794	(1,460)	59%
Electricity	73,744	6,145	6,264	(119)	43,017	31,970	11,047	43%
Gas	46,616	3,885	2,526	1,359	27,193	16,508	10,685	35%
Total	402,075	32,206	94,792	(62,586)	234,544	214,272	20,272	53%
Maintenance:								
Salaries	546,941	45,578	36,007	9,571	319,049	282,482	36,567	52%
Materials	117,981	9,832	4,490	5,342	68,822	64,369	4,453	55%
Contract Costs	630,610	52,551	30,410	22,141	367,856	430,482	(62,626)	68%
Total	1,295,532	107,961	70,907	37,054	755,727	777,333	(21,606)	60%
General:								
Police Services	106,680	8,890	0	8,890	62,230	62,280	(50)	58%
Insurance	47,392	3,949	5,140	(1,191)	27,645	35,128	(7,483)	74%
Employee Benefits	386,881	32,240	35,581	(3,341)	225,681	226,954	(1,273)	59%
Claim Costs	0	0	0	0	0	0	0	
Collection Loss	17,687	1,474	0	1,474	10,317	(100)	10,417	
Total	558,640	46,553	40,721	5,832	325,873	324,262	1,611	58%
Total Operating Expenses	3,129,347	259,479	285,010	(25,531)	1,825,452	1,865,399	(39,947)	60%
Mortgage/HAP Payments:								
Mortgage Interest	789,850	65,821	66,810	(989)	460,746	469,322	(8,576)	59%
Interest to City Loan	0	0	0	0	0	0	0	
Total	789,850	65,821	66,810	(989)	460,746	469,322	(8,576)	59%
Other Expenses:								
Extraordinary Maintenance	511,900	42,658	0	40,042	255,950	53,808	202,142	
Pre-development Cost	0	0	6,025	(6,025)	0	6,025	(6,025)	#DIV/0!
Total	511,900	42,658	6,025	34,017	255,950	59,833	196,117	
Total Expenses	4,431,097	367,958	357,845	10,113	2,542,148	2,394,554	147,594	54%
Operating Income before Dep	441,499	38,092	216,327	178,235	300,199	1,001,865	701,666	227%
Depreciation (paper expense)	578,269	48,189	55,389	(7,200)	337,324	387,723	(50,399)	67%
Operating Income after Depr	(136,770)	(11,398)	160,938	172,336	(37,124)	614,142	651,266	

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Unaudited Budget Variance Report
General Fund
For the Seven Months Ending January 31, 2016

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 58% USED
OPERATING INCOME:								
HAP	230,280	19,190	24,441	5,251	134,330	163,273	28,943	71%
Interest	7,000	583	1,964	1,381	4,083	8,214	4,131	117%
Other Income	18,200	1,517	5,822	4,305	10,617	106,629	96,012	586%
Management Fee	0	0	1,109	1,109	0	6,647	6,647	
Total Operating Income	255,480	21,290	33,336	12,046	149,030	284,763	135,733	111%
OPERATING EXPENSES:								
Administrative:								
Salaries	0	0	49	49	0	(170)	(170)	0%
Legal	0	0	0	0	0	750	750	0%
Travel/Training	0	0	(8,299)	(8,299)	0	28,609	28,609	0%
Publications	0	0	0	0	0	0	0	0%
Telephone	0	0	10	10	0	43	43	0%
Audit Fees	0	0	0	0	0	0	0	0%
Office Supplies	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Sundry	0	0	1,645	(1,645)	0	1,696	(1,696)	0%
Total	0	0	(6,595)	(9,885)	0	30,928	27,536	0%
Tenant Services:								
Tenant Activities	0	0	5,000	(5,000)	0	15,000	(15,000)	0%
Total	0	0	5,000	(5,000)	0	15,000	(15,000)	0%
Utilities:								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	
General:								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	0	0	12	(12)	0	283	(283)	0%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
Total	0	0	12	(12)	0	283	(283)	0%
Total Operating Expenses	0	0	(1,583)	(14,897)	0	46,211	12,253	0%
Mortgage/HAP Payments:								
Hap Payments	230,280	19,190	25,095	(5,905)	134,330	163,273	(28,943)	71%
Mortgage Interest								
Total	230,280	19,190	25,095	(5,905)	134,330	163,273	(28,943)	71%
Other Expenses:								
Extraordinary Maintenance	12,500	1,042	0	1,042	7,292	0	7,292	
Pre-development Costs	126,700	10,558	10,811	(253)	73,908	82,383	(8,475)	0%
Total	139,200	11,600	10,811	789	81,200	82,383	(1,183)	0%
Total Expenses	369,480	30,790	34,323	(20,013)	215,530	291,867	(76,337)	79%
Operating Income before Dep	(114,000)	(9,500)	(987)	8,513	(66,500)	(7,104)	59,396	6%
Depreciation (paper expense)	107,525	8,960	9,699	(739)	62,723	67,893	(5,170)	63%
Operating Income after Depr	(221,525)	(18,460)	(10,686)	7,774	(129,223)	(74,997)	54,226	34%

**Unaudited Internal Budget Variance Report
Independence Plaza
For the Six Fiscal Months Ending January 31, 2016**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 58% USED
OPERATING INCOME:								
Dwelling Rents	1,425,960	118,830	126,028	7,198	831,810	866,466	34,656	61%
Deficit Adjustment (City)	1,500,633	125,053	101,957	(23,096)	875,369	850,845	(24,524)	57%
Interest	2,000	167	1,358	1,191	1,167	2,054	887	103%
Other Income	21,600	1,800	1,711	(89)	12,600	89,762	77,162	416%
Total Income	2,950,193	245,849	231,054	(14,795)	1,720,946	1,809,127	88,181	61%
OPERATING EXPENSES:								
Administrative:								
Salaries	305,019	25,418	23,262	2,156	177,928	163,312	14,616	54%
Legal	18,075	1,506	0	1,506	10,544	2,069	8,475	11%
Travel/Training	8,800	733	615	118	5,133	4,369	764	50%
Publications	700	58	0	58	408	87	321	12%
Telephone	8,000	667	2,229	(1,562)	4,667	6,089	(1,422)	76%
Audit Fees	3,700	308	931	(623)	2,158	7,847	(5,689)	212%
Office Supplies	8,000	667	743	(76)	4,667	3,421	1,246	43%
Contract Costs	81,622	6,802	1,392	5,410	47,613	17,374	30,239	21%
Sundry	4,700	392	2,018	(1,626)	2,742	6,281	(3,539)	134%
Total	438,616	36,551	31,190	5,361	255,859	210,849	45,010	48%
Tenant Services:								
Salaries	23,764	1,980	2,002	(22)	13,862	14,693	(831)	62%
Tenant Activities	26,600	2,217	89	2,128	15,517	4,346	11,171	
Total	50,364	4,197	2,091	2,106	29,379	19,039	10,340	38%
Utilities:								
Water and Sewer	141,484	11,790	59,907	(48,117)	82,532	84,656	(2,124)	60%
Electricity	49,897	4,158	3,012	1,146	29,107	21,616	7,491	43%
Gas	21,463	1,789	1,833	(44)	12,520	10,668	1,852	50%
Total	212,844	17,737	64,752	(47,015)	124,159	116,940	7,219	55%
Maintenance:								
Salaries	356,730	29,728	23,206	6,522	208,093	180,255	27,838	51%
Materials	47,338	3,945	1,493	2,452	27,614	26,847	767	57%
Contract Costs	263,780	21,982	13,708	8,274	153,872	114,564	39,308	43%
Total	667,848	55,654	38,407	17,247	389,578	321,666	67,912	48%
General:								
Police Services	37,590	3,133	0	3,133	21,928	18,165	3,763	48%
Insurance	30,027	2,502	2,710	(208)	17,516	18,507	(991)	62%
Employee Benefits	249,144	20,762	18,676	2,086	145,334	120,044	25,290	48%
Collection Losses	0	0	0	0	0	0	0	
Total	316,761	26,397	21,386	5,011	184,777	156,716	28,061	49%
Total Operating Expenses	1,686,433	140,536	157,826	(17,290)	983,753	825,210	158,543	49%
Mortgage Interest								
Mortgage Interest	255,030	21,253	21,187	66	148,768	151,142	(2,375)	59%
Total	255,030	21,253	21,187	66	148,768	151,142	(2,375)	59%
Other Expenses:								
Extraordinary Maintenance	161,132	13,428	0	13,428	93,994	0	93,994	0%
Total	161,132	13,428	0	13,428	93,994	0	93,994	0%
Total Expenses	2,102,595	175,216	179,013	(3,797)	1,226,514	976,352	250,162	46%
Operating Income before Dep	847,598	70,633	52,041	(18,592)	494,432	832,775	338,343	98%
Depreciation (paper expense)	342,964	28,580	31,777	(3,197)	200,062	222,439	(22,377)	65%
Operating Income after Depr	504,634	42,053	20,264	(21,789)	294,370	610,336	315,966	121%

Unaudited Budget Variance Report
Parrot Village and Eagle Village
For the Seven Fiscal Months Ending January 31, 2016

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	58% USED
OPERATING INCOME:								
HAP	1,514,205	126,184	157,164	30,980	883,286	1,007,421	124,135	67%
Dwelling Rents	480,315	40,026	42,732	2,706	280,184	309,577	29,393	64%
NonDwelling Rents	0	0	0	0	0	0	0	
Interest	12,000	1,000	4,132	3,132	7,000	7,809	809	65%
Other Income	15,240	1,270	3,749	2,479	8,890	11,516	2,626	76%
Total Income	2,021,760	168,480	207,777	39,297	1,179,360	1,336,323	156,963	66%
OPERATING EXPENSES:								
Administrative:								
Salaries	261,732	21,811	17,637	4,174	152,677	125,736	26,941	48%
Legal	9,840	820	543	277	5,740	2,052	3,688	21%
Travel/Training	5,830	486	482	4	3,401	3,664	(263)	63%
Publications	500	42	0	42	292	79	213	16%
Telephone	3,000	250	510	(260)	1,750	2,232	(482)	74%
Audit Fees	4,800	400	546	(146)	2,800	4,602	(1,802)	96%
Office Supplies	5,600	467	511	(44)	3,267	2,568	699	46%
Contract Costs	57,076	4,756	1,050	3,706	33,294	17,066	16,228	30%
Sundry	4,400	367	1,738	(1,371)	2,567	4,885	(2,318)	111%
Total	352,778	29,398	23,017	6,381	205,787	162,884	42,903	46%
Tenant Services:								
Salaries	23,483	1,957	1,033	924	13,698	10,459	3,239	45%
Tenant Activities	14,000	1,167	0	1,167	8,167	100	8,067	1%
Total	37,483	3,124	1,033	2,091	21,865	10,559	11,306	28%
Utilities:								
Water and Sewer	108,900	7,683	38,052	(30,369)	63,525	66,537	(3,012)	61%
Electricity	16,540	1,378	1,683	(305)	9,648	8,627	1,021	52%
Gas	6,463	539	138	401	3,770	378	3,392	6%
Total	131,903	9,600	39,873	(30,273)	76,943	75,542	1,401	57%
Maintenance:								
Salaries	210,799	17,567	13,811	3,756	122,966	105,310	17,656	50%
Materials	49,700	4,142	1,680	2,462	28,992	23,927	5,065	48%
Contract Costs	233,120	19,427	12,841	6,586	135,987	132,730	3,257	57%
Total	493,619	41,135	28,332	12,803	287,944	261,967	25,977	53%
General:								
Police Services	49,770	4,148	0	4,148	29,033	19,820	9,213	40%
Insurance	23,246	1,937	1,647	290	13,560	12,969	591	56%
Employee Benefits	180,272	15,023	12,363	2,660	105,159	82,240	22,919	46%
Claims Account			0	0		0	0	
Collection Losses	13,600	1,133	0	1,133	7,933	(77)	8,010	-1%
Total	266,888	22,241	14,010	8,231	155,685	114,952	40,733	43%
Total Operating Expenses	1,282,671	105,498	106,265	(767)	748,225	625,904	122,321	49%
Mortgage Interest								
Mortgage Interest	70,500	5,875	5,791	84	41,125	40,389	736	57%
Total	70,500	5,875	5,791	84	41,125	40,389	736	57%
Other Expenses:								
Extraordinary Maintenance	175,000	14,583	0	14,583	102,083	14,619	87,464	8%
Total	175,000	14,583	0	14,583	102,083	14,619	87,464	8%
Total Operating Expenses	1,528,171	125,956	112,056	13,900	891,433	680,912	210,521	45%
Operating Income before Dep	493,589	42,524	95,721	53,197	287,927	655,411	367,484	133%
Depreciation (paper expense)	276,528	23,044	25,427	(2,383)	161,308	177,989	(16,681)	64%
Operating Income after Depr	217,061	18,088	70,294	88,382	126,619	477,422	350,803	220%

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Unaudited Budget Variance Report
Section 8 Voucher Program
For the Seven Months Ending January 31, 2016

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	S/B 58% USED
OPERATING INCOME:								
HAP	22,506,848	1,875,571	1,972,486	96,915	13,128,995	13,865,093	736,098	62%
Dwelling Rents	0	0	0	0	0	0	0	0%
Administrative Fees	1,433,931	119,494	142,304	22,810	836,460	1,044,004	207,544	73%
Interest	0	0	248	248	0	491	491	0%
Other Income	5,580	465	0	(465)	3,255	300	(2,955)	5%
Total Income	23,946,359	1,995,530	2,115,038	119,508	13,968,709	14,909,888	941,179	62%
OPERATING EXPENSES:								
Administrative:								
Salaries	1,102,525	91,877	78,780	13,097	643,140	590,861	52,279	54%
Legal	11,030	919	0	919	6,434	6,930	(496)	63%
Travel/Training	13,000	1,083	1,866	(783)	7,583	23,581	(15,998)	181%
Publications	1,300	108	0	108	758	293	465	23%
Telephone	10,900	908	1,197	(289)	6,358	5,691	667	52%
Audit Fees	11,000	917	536	381	6,417	4,514	1,903	41%
Office Supplies	20,000	1,667	2,406	(739)	11,667	13,600	(1,933)	68%
Contract Costs	171,882	14,324	4,977	9,347	100,265	76,022	24,243	44%
Sundry	0	0	5,676	(5,676)	0	17,447	(17,447)	0%
Total	1,341,637	111,803	95,438	16,365	782,622	738,939	43,683	55%
Tenant Services:								
Salaries	0	0	0	0	0	0	0	
Tenant Activities	100	8	0	8	58	512	(454)	0%
Total	100	8	0	8	58	512	(454)	0%
Utilities:								
Water and Sewer	371	31	475	(444)	216	927	(711)	250%
Electricity	8,823	735	1,167	(432)	5,147	4,424	723	50%
Gas	516	43	35	8	301	210	91	41%
Total	9,710	809	1,677	(868)	5,664	5,561	103	57%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	4,578	382	0	382	2,671	463	2,208	0%
Contract Costs	17,250	1,438	(2,238)	3,676	10,063	14,011	(3,949)	0%
Total	21,828	1,819	(2,238)	4,057	12,733	14,474	(1,741)	66%
General:								
Police Services	15,960	1,330	0	1,330	9,310	5,985	3,325	38%
Insurance	4,185	349	322	27	2,441	2,262	179	54%
Employee Benefits	400,703	33,392	31,975	1,417	233,743	210,643	23,100	53%
Claim Costs	0	0	0	0	0	0	0	0%
Total	420,848	35,071	32,297	2,774	245,495	218,890	26,605	52%
Total Operating Expenses	1,794,123	149,510	127,174	22,336	1,046,572	978,376	68,196	55%
HAP Payments:								
HAP	22,506,848	1,875,571	2,007,140	(131,569)	13,128,995	13,823,266	(694,271)	61%
Total	22,506,848	1,875,571	2,007,140	(131,569)	13,128,995	13,823,266	(694,271)	61%
Other Expenses:								
Extraordinary Maintenance	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Total Expenses	24,300,971	2,025,081	2,134,314	(109,233)	14,175,566	14,801,642	(626,076)	61%
Operating Income before Dep	(354,612)	(29,551)	(19,276)	(48,827)	(206,857)	108,246	315,103	-31%
Depreciation (paper expense)	0	0	0	0	0	0	0	
Operating Income after Depr	(354,612)	(29,551)	(19,276)	(48,827)	(206,857)	108,246	315,103	-31%

Housing Authority of the City of Alameda
Unaudited Budget Variance Report
For the Seven Month Fiscal Period Ending January 31, 2016

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	S/B 58% Budget Used	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual			
Operating Income											
HAP/Subsidy/Tax Increment	\$ 16,981,878	\$ 163,273	\$ -	\$ 1,007,421	\$ 2,362,674	\$ 850,845	\$ 13,865,093	\$ 18,249,306	\$ 1,267,428	63%	\$ 29,111,791
Dwelling Rent	1,915,906	-	-	309,577	860,054	866,466	-	2,036,097	120,191	62%	3,284,410
Administrative Fees	836,460	-	-	-	-	-	1,044,004	1,044,004	207,544	73%	1,433,931
Interest	41,417	8,214	-	7,809	42,466	2,054	491	61,034	19,617	86%	71,000
Other Income	560,385	113,276	344,399	11,516	131,225	89,762	300	690,478	130,093	72%	960,660
Total Operating Income	20,336,045	284,763	344,399	1,336,323	3,396,419	1,809,127	14,909,888	22,080,919	1,744,874	63%	34,861,792
Operating Expenses											
Administrative:											
Salaries	1,561,918	(170)	296,325	125,736	363,543	163,312	590,861	1,539,607	22,311	58%	2,677,573
Legal	44,159	750	5,393	2,052	23,014	2,069	6,930	40,208	3,951	53%	75,701
Travel/Training	27,901	28,609	1,521	3,664	11,369	4,369	23,581	73,113	(45,212)	153%	47,831
Publications	2,682	-	-	79	239	87	293	698	1,984	15%	4,597
Telephone	19,805	43	7	2,232	8,092	6,089	5,691	22,154	(2,349)	65%	33,952
Audit Fees	20,887	-	-	4,602	12,538	7,847	4,514	29,501	(8,614)	82%	35,806
Office Supplies	32,816	-	1,812	2,568	7,870	3,421	13,600	29,271	3,545	52%	56,256
Contract Costs	328,567	-	5,976	17,066	63,330	17,374	76,022	179,768	148,799	32%	563,258
Sundry	13,125	1,696	5,868	4,885	13,869	6,281	17,447	50,046	(36,921)	222%	22,500
Subtotal	2,051,860	30,928	316,902	162,884	503,864	210,849	738,939	1,964,366	87,494	56%	3,517,474
Tenant Services:											
Salaries	55,943	-	-	10,459	26,161	14,693	-	51,313	4,630	54%	95,902
Tenant Activities	58,392	15,000	295	100	4,407	4,346	512	24,660	33,732	25%	100,100
Relocation Cost	-	-	-	-	15,100	-	-	15,100	(15,100)	0%	0
Subtotal	114,335	15,000	295	10,559	45,668	19,039	512	91,073	23,262	46%	196,002
Utilities:											
Water and Sewer	310,608	-	-	66,537	165,794	84,656	927	317,914	(7,307)	60%	532,470
Electricity	86,919	-	-	8,627	31,970	21,616	4,424	66,637	20,282	45%	149,004
Gas	43,784	-	-	378	16,508	10,668	210	27,764	16,020	37%	75,058
Subtotal	441,310	-	-	75,542	214,272	116,940	5,561	412,315	28,995	55%	756,532
Maintenance:											
Salaries	650,108	-	-	105,310	282,482	180,255	-	568,047	82,061	51%	1,114,470
Materials	128,098	-	-	23,927	64,369	26,847	463	115,606	12,492	53%	219,597
Contract Costs	667,777	-	-	132,730	430,482	114,564	14,011	691,787	(24,010)	60%	1,144,760
Subtotal	1,445,982	-	-	261,967	777,333	321,666	14,474	1,375,440	70,542	55%	2,478,827
General:											
Police Services	122,500	-	-	19,820	62,280	18,165	5,985	106,250	16,250	51%	210,000
Insurance	61,163	-	-	12,969	35,128	18,507	2,262	68,866	(7,704)	66%	104,850
Employee Benefits	824,273	283	87,834	82,240	226,954	120,044	210,643	727,998	96,275	52%	1,413,040
Collection Losses	18,251	-	-	(77)	(100)	-	-	(177)	18,428	-1%	31,287
Subtotal	1,026,187	283	87,834	114,952	324,262	156,716	218,890	902,937	123,250	51%	1,759,177

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Housing Authority of the City of Alameda
Unaudited Budget Variance Report
For the Seven Month Fiscal Period Ending January 31, 2016

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	S/B 58% Budget Used	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual			
Total Operating Exp.	5,079,674	46,211	405,031	625,904	1,865,399	825,210	978,376	4,746,131	333,543	55%	8,708,012
Mortgage/HAP Payments:											
HAP Payments	13,263,325	163,273	-	-	-	-	13,823,266	13,986,539	(723,214)	62%	22,737,128
Mortgage Interest	650,638	-	-	40,389	469,322	151,142	-	660,853	(10,215)	59%	1,115,380
Interest-City Loan	-	-	-	-	-	-	-	-	0		0
Subtotal	13,913,963	163,273	-	40,389	469,322	151,142	13,823,266	14,647,392	(733,429)	61%	23,852,508
Other Expenses:											
Extraordinary Maint.	501,977	-	-	14,619	53,808	-	-	68,427	433,550	8%	860,532
CDBG/Other Programs	-	-	-	-	-	-	-	-	0	0%	0
Pre-Development Costs	73,908	82,383	3,497	-	6,025	-	-	91,905	(17,997)	73%	126,700
Subtotal	575,885	82,383	3,497	14,619	59,833	-	-	160,332	415,553	16%	987,232
Total Expenses	19,569,522	291,867	408,528	680,912	2,394,554	976,352	14,801,642	19,553,855	15,667	58%	33,547,752
Operating Income before Depr.	766,523	(7,104)	(64,129)	655,411	1,001,865	832,775	108,246	2,527,064	1,760,541	192%	1,314,040
Depreciation	761,417	67,893	-	177,989	387,723	222,439	-	856,044	(94,627)	66%	1,305,286
Operating Income after Depr.	5,107	(74,997)	(64,129)	477,422	614,142	610,336	108,246	1,671,020	1,665,914		8,754

Housing Authority of the City of Alameda
Unaudited Budget Variance Report
For the Seven Month Fiscal Period Ending January 31, 2016

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							S/B 58%	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual	YTD Variance	
GAAP to Cash Adjustments:										
Operating Income after Depr.		(74,997)	(64,129)	477,422	614,142	610,336	108,246	1,671,020		
<u>Cash Adjustments</u>										
Addback Depreciation		67,893	-	177,989	387,723	222,439	-	856,044		
Subtract Mtg Prin Paymts		-	-	(89,241)	(118,364)	(302,164)	-	(509,769)		
Subtract Replacement Res		-	-	(18,810)	(21,350)	(37,436)	-	(77,596)		
Total Adjustments		67,893	-	69,938	248,009	(117,161)	-	268,679		
Adjusted Net Cash		(7,104)	(64,129)	547,360	862,151	493,175	108,246	1,939,699		
<u>Reserve Transfers, Loans, Prior Period Adj</u>										
Operating Reserve Transfers		-	-	-	-	-	-	-		
Payoff US Bank Loans		-	-	-	-	-	-	-		
Replacement Reserves-Voluntary		-	-	-	-	-	-	-		
Equipment Reserves-Voluntary		-	-	-	-	-	-	-		
Total Reserve Transfers		-	-	-	-	-	-	-		
<u>Capital Assets</u>										
Capital Asset Additions		14,999	-	(22,091)	(660,807)	(60,001)	-	(727,900)		
Net Capital Assets		14,999	-	(22,091)	(660,807)	(60,001)	-	(727,900)		
Net GAAP to Cash Adj's		7,895	(64,129)	525,269	201,344	433,174	108,246	1,211,799		



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From Vanessa Cooper
Executive Director

Prepared by: Roderick J. Roche
Director of Facilities

Date: February 17, 2016

Re: Updated Schedule of Charges for Maintenance Services

BACKGROUND

Keeping our properties safe, decent, and affordable is only possible when our residents notify us when maintenance-related issues occur in and around their units. Residents are encouraged to call in any concerns so that maintenance can address any issues to prevent further damage. Residents may request a work order via email, phone or in person at the front desk/offices of the larger properties. They are also required to report immediately any work that affects resident health and safety and damages to their units.

Residents are assessed maintenance service charges for all work and damages that are beyond normal wear and tear. The Housing Authority of the City of Alameda (AHA) Schedule of Charges for Maintenance Services are reviewed annually, updated, published, and made available to all residents and the general public.

DISCUSSION

Attached please find the updated Schedule of Charges for Maintenance Services which will be effective March 1, 2016. This update includes minor increases to each individual maintenance service charge. The average increase for each of the service charges for this year is 3.6%.

Although AHA has not implemented any significant increases to the Schedule of Charges for Maintenance Services over the past two years, the tenant charges do not cover actual costs for performing these services.

FINANCIAL IMPACT

The repairs are generally more expensive that cost charged to tenants and therefore those costs must be born by the property. The slight increase proposed above will

Honorable Chair and
Members of the Board of Commissioners

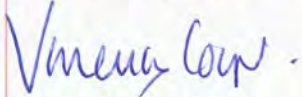
February 17, 2016

assist with some often the increased costs of parts. It does not cover full cost of labor for these activities.

RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/RR

Attachment

**SCHEDULE OF
CHARGES FOR MAINTENANCE SERVICES**

Listed below are the charges for various work items performed by Housing Authority Maintenance Staff. When the resident is billed for maintenance services, the cost of the materials is included in the charge unless otherwise noted.

SERVICE	CURRENT CHARGE	PROPOSED CHARGE
LOCKOUT SERVICE - OPEN DOORS:		
8:00 a.m. to 4:00 p.m. Monday through Friday	\$22.00	23.00
4:00 p.m. to 8:00 a.m. - Monday through Friday, and all day on Saturday, Sunday & Holidays	\$130.00	135.00
PLUMBING:		
	CHARGE	
Unstop Toilet - Auger/Plunger Only/Slow to drain	\$22.00	23.00
Unstop Toilet - Take Out	\$65.00	67.00
Replace Toilet Seat	\$25.00	26.00
Replace Toilet Tank Top	\$28.00	29.00
Replace Regular flush ADA Toilet	\$225.00	230.00
Replace Power Flush ADA Toilet	\$310.00	315.00
Replace Complete Standard Toilet	\$177.00	182.00
Flooded unit-Tenant caused-cleaning charge	\$43.00 / hour	44.00/hour
Unstop clogged Sink/Tub/Basin/Garbage disposal	\$22.00	23.
Replace Basket Strainer	\$15.00	16.
KITCHEN RANGE:		
	CHARGE	
Replace Handle or spring (on oven door)	\$49.00	50.
Replace Burner Knob	\$36.00	37.
Replace Oven Control Dial	\$35.00	36.
Replace Oven Baking and Broiler Element – Electric	\$52.00	53.
Replace Oven Rack – All	\$52.00	53.
Replace Gas or Electric Stove	\$440.00	444.
Replace Top Burner Grate	Varies from \$27 — \$37	33.
Replace Broiler Tray	\$47.00	48.
Replace Refrigerator	\$555.00	560.
DOORS & LOCKS:		
	CHARGE	
Replace Steel Exterior Door (CECO)	\$1000.00	1020.
Replace Exterior Door (Wood door)	\$350.00	355.
Replace Interior Door	\$126.00	131.
Replace Deadbolt Lock (Schlage Primus Set)	\$355.00	360.
Remove Keyed Lock	\$86.00	88.
Replace Passage Lock	\$86.00	88.
Replace Screen Door (Rosefield)	\$166.00	171.
Re-screen Patio Door	\$44.00	45.
Replace Mailbox Lock	\$43.00	44.
Replace Sliding Patio Screen Door 48"	\$113.00	118.
Replace Sliding Patio Screen Door 36"	\$108.00	113.
Replace Patio Door Lock	\$53.00	54.
Re-hang Sliding Closet Door	\$43.00	44.

ADDITIONAL OR REPLACEMENT KEYS:		CHARGE	
One day's notice:	Primus keys	\$10.00	11.
	Standard keys	\$5.00	6.
No notice:	Primus keys	\$22.00	23.
	Standard keys	\$17.00	18.
Medeco keys		\$25.00	26.
Replace standard cylinders - cost per cylinder (Tenant request)		\$43.00	44.
Gate Opener replacement Independence Plaza		\$50.00	51.
Gate Opener replacement China Clipper		\$50.00	51.

ELECTRICAL:	CHARGE	
Bulbs provided by AHA - \$15 for the first bulb replaced and \$5 for each additional bulb on the same call.	\$15.00	16.
Bulbs provided by tenant - \$10 for the first bulb replaced and \$5 for each additional bulb on the same call	\$10	11.
Replace Light Fixture – Each	\$55.00	56.
Replace Light Globe – Each	\$25.00	26.
Replace/Repair Outlet or Switch	\$22.00	23.
Replace Smoke and/or Carbon Dioxide Detector	\$50.00	51.
Replace Smoke Detector battery (if missing)	\$17.00	18.
(No Charge for replacement of expired smoke detector batteries)		

MISCELLANEOUS:	CHARGE	
Re-screen Window	\$25.00	26.
Replace Window Screen and Frame	\$49.00	50.
Replace Cabinet Drawer-For Damage	\$63.00	64.
Replace Cabinet Door-For Damage	\$68.00	69.
Replace Medicine Cabinet-For Damage	\$60.00	61.
Replace Bathroom Mirror	\$68.00	69.
Replace Toilet Paper Holder	\$43.00	44.
Replace Shower Curtain Rod	\$27.00	28.
Removal of Improperly Disposed of Trash/Garbage (minimum charge)	\$43.00	44.

Move-Out Cleaning Charges \$43-per hour 44.

Replace mini-blinds (cost depends on size)
 Vertical blinds \$1 per slat
 HQS Inspection Maintenance Charge - If tenant is unavailable for HQS, Maintenance has to open the door, remain on site, and lock the door when done. \$22.00 23.

Excessive damage to the walls and ceilings caused by, but not limited to, tobacco smoke, grease, and tenant painting the unit with paint, which cannot be covered with one coat, will result in additional charges during cycle painting or at move out. The cost can vary based on unit size; for example, a studio is \$900.00 and a five-bedroom unit is \$2000.00

Tenant caused damages to walls and ceilings that result in asbestos abatement will be charged a minimum of \$560. plus repair charges.

NO HOUSING AUTHORITY LABOR CHARGES IF SCHEDULED FOR PICK UP FIVE (5) DAYS IN ADVANCE.

STORAGE:	<u>CHARGE</u>
Removal of furniture from unit for storage	\$ 44.00 per hour
Storage fees	\$ 6.00 per day

NOTE: Standard labor cost of **\$44.00** per hour with a **\$23.00** per call minimum unless otherwise noted, between the hours of 8:00 a.m. - 4:30 p.m., on regular workdays, will be used for structural repairs and all other tenant caused repairs or cleaning not listed.

There is a **\$66.00** per hour labor cost (with a two hour minimum) during non-work hours and on weekends.



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa Cooper
Executive Director

Date: February 17, 2016

RE: Quarterly Investment Report

BACKGROUND

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

DISCUSSION

The month-end report reflects the investment of cash for the operating and reserve funds. These investments have been made in full compliance with the provisions of the Housing Authority's approved investment policy. 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.

The following is the schedule of investments as of December 31, 2015:

Investment Type	Issued By	Purchase Date	Maturity Date	Rate of Return	Amount
State	California	Open	On Demand	0.37%	\$28,916,623
Investment Pool	Agency Investment Fund (LAIF)				

RECOMMENDATION

It is recommended that the Board of Commissioners accept the report on the Housing Authority's investment portfolio as of December 31, 2015.

Respectfully submitted,

Vanessa M. Cooper
Executive Director



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared
by: Victoria Johnson
Housing and Community Development Director

Date: February 17, 2016

Re: Approval to Amend the 2001 Settlement Agreement with Renewed Hope
Housing Advocates Related to Housing Development at Alameda Point

BACKGROUND

In 2001 a settlement agreement was approved between Renewed Hope Housing Advocates (RHHA) and the City of Alameda to settle litigation filed by RHHA challenging the City's certification of the environmental impact report ("EIR") for the reuse of Naval Air Station and the Alameda Point Improvement Plan. The parties to the Settlement Agreement include the City of Alameda, Alameda Housing Authority (AHA), Renewed Hope Housing Advocates (RHHA), Arc Ecology, and Catellus Development Corporation. The Settlement Agreement is attached as Exhibit 1.

The Housing Authority was included as a party to the Agreement because at that time the Bayport project was not yet developed, and the Agreement included the Breakers at Bayport project. The Agreement is not expected to have any direct effect on future Housing Authority development projects such as North Housing.

Under the Agreement, twenty-five (25%) of all newly constructed housing units at Alameda Point must be made permanently affordable. The Agreement now states that the housing units developed to meet the affordability obligation may not be reserved exclusively for seniors. The purpose of this restriction was to prevent a developer from building only (smaller and less expensive) senior units that would not meet community need for affordable housing of all types.

On June 2015, the City Council unanimously approved the Site A Development Plan for a 68-acre area within Alameda Point, which includes 200 affordable housing units. Of these, 128 of which will be reserved for very low and low income households and will be developed by Eden Housing as tax credit projects. Eden has proposed and has received community support to develop approximately half of the units as senior and



the other half as (all-age) family units. However, this is not permitted under the existing terms of the Settlement Agreement.

DISCUSSION

The proposed amendment to the Settlement Agreement is supported by RHHA based on the recognized community need for senior as well as family housing. The attached amendment (Exhibit 2) will allow Eden Housing to develop 60% senior and 40% family housing in two buildings on Block 8 of the Development Plan.

The Housing Authority also has an interest in expanding opportunities for Section 8 voucher holders. Although there are currently no AHA project based vouchers that can be made available at the project, it will be possible for the tax credit property owner provide a preference for Section 8 voucher holders in the wait list.

City staff will seek City Council approval for the amendment, but must first obtain the formal approval of other signatories including AHA, RHHA, Arc Ecology and Catellus. Staff recommends approval of the amendment. The proposed new language is included within Exhibit 2 and shown below:

“Housing units developed to meet the affordability obligation created by the development of non-senior housing may not be reserved exclusively for seniors except in Site A (as that term is defined in that certain Disposition and Development Agreement between the City of Alameda and Alameda Point Partners dated August 6, 2015.) In Site A, no more than 60% of the affordable units developed to meet the affordability obligations under this Agreement may be reserved exclusively for seniors.”

FINANCIAL IMPACT

The amendment to the Renewed Hope Settlement will not have a financial impact on the Housing Authority

RECOMMENDATION

Approval to Amend the 2001 Settlement Agreement with Renewed Hope Housing Advocates Related to Housing Development at Alameda Point

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC: VJ



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made effective as of this 20th day of March 2001 ("Effective Date"), by and between the City of Alameda, the City of Alameda Community Improvement Commission ("CIC"), the Alameda Reuse and Redevelopment Authority ("ARRA"), and the Alameda Housing Authority ("the Authority") (hereinafter referred to collectively as the "City"); Catellus Development Corporation ("Catellus"); Renewed Hope Housing Advocates and Arc Ecology (hereinafter referred to collectively as "Petitioners"). The City, Catellus, and Petitioners are referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS

A. WHEREAS, on or about April 24, 2000, Petitioners filed an action encaptioned *Renewed Hope Housing Advocates and Arc Ecology v. City of Alameda, et al.* in the Superior Court of the State of California in and for the County of Alameda challenging the adequacy under the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 *et seq.*, of the Environmental Impact Report for the Reuse of Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility ("Reuse Plan EIR") for certain City approvals on March 21, 2000 and June 6, 2000 ("the Litigation").

B. WHEREAS, pursuant to the provisions of CEQA, the City and Petitioners have been engaged in discussions in an effort to resolve the Litigation. At the

invitation of the City and Petitioners, and with their consent, Catellus has participated in these discussions.

C. WHEREAS, as set forth more fully below, the Parties hereto desire to fully settle, compromise, and resolve the Litigation and certain other disputes and controversies relating to the Catellus Project (as defined in section 1.3 below), the City's and Catellus' obligations regarding affordable housing, and hazardous substances on the Property (as defined in section 1.5 below) and at Alameda Point (as defined in section 1.8 below). Following extensive settlement discussions and negotiations, the Parties have agreed to a settlement, the terms and conditions of which are set forth below and constitute the mutual understandings of the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, promises and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1. Affordable. The term "affordable" shall mean that the housing cost shall not exceed 30% of the stated maximum household income adjusted for family size appropriate for the unit. The phrase "adjusted for family size appropriate for the unit" shall have the same meaning as given in California Health and Safety Code Section 50052.5(c), as it may be amended, or in any successor section. Unless otherwise

specified in this Agreement, Lower Income Households and Very Low Income Households shall have the meanings specified in Section 50079.5 of the California Health and Safety Code and Section 50105 of the California Health and Safety Code, respectively, as they may be amended or in any successor sections.

1.2. Area Median. The term "area median" shall have the same meaning as given "area median income" in California Health and Safety Code Section 50052.5(c), as it may be amended, or in any successor section.

1.3. Catellus Project. The term "Catellus Project" shall mean that project described in the Catellus Mixed Use Development Draft EIR (December 1999) at pages 61-84 as amended by the Final EIR (collectively, the "Catellus Project EIR") and as subsequently amended consistent with this Agreement.

1.4. Housing Cost. The term "Housing Cost" shall have the same meaning as given the following terms in Title 25 of the California Code of Regulations: (a) for rental units, "housing cost" shall have the same meaning as "rent" as defined in section 6918 of Title 25 of the California Code of Regulations, as it may be amended, or in any successor section, and (b) for units offered for purchase, "housing cost" shall have the same meaning as set forth in section 6920 Title 25 of the California Code of Regulations, as it may be amended, or in any successor section.

1.5. Property. The term "Property" shall mean (1) the Fleet and Industrial Supply Center, Alameda Annex and Facility ("FISC") and (2) that portion of the former Naval Air Station Alameda known as East Housing.

1.6. Catellus Project Approvals. The term "Catellus Project Approvals" shall mean the project approvals in effect as of the Effective Date of this Agreement for the approval, permitting, entitlement, development and operation of the Catellus Project or the Property, including without limitation: the Catellus Project EIR certified by the City on or about May 31, 2000, the Disposition and Development Agreement ("DDA") between the CIC and Catellus dated June 6, 2000 and approved by the CIC on June 6, 2000, the Development Agreement between the City and Catellus dated June 6, 2000 and approved by the City Council on June 6, 2000, the General Plan Amendments ("GPA") approved by the City on May 31, 2000, amendment to the Community Improvement Plan for the Business and Waterfront Improvement Project ("BWIP Amendment") approved by the City on June 6, 2000, the rezoning of the Property to mixed use approved by the City on June 6, 2000 ("Rezoning"), the Catellus Alameda Project Master Plan ("Master Plan") approved by the City on June 6, 2000, the Tentative Map ("Tentative Map") for the Property approved by the City on May 31, 2000, the Parcel Map ("Parcel Map") for the Property approved by the City on May 31, 2000, the Joint Implementation Agreement ("JIA") between the City and the CIC related to the implementation of the Catellus Mixed Use Development Project approved by the City on May 31, 2000, and the Mitigation Monitoring and Reporting Program ("MMRP") approved by the City on May 31, 2000 in connection with the Catellus Project.

1.7. Catellus Project Subsequent Approvals. The term "Catellus Project Subsequent Approvals" shall mean: (1) any subsequent approvals, permits and

1.11. Increase Its Assistance For, Production, Approval or Funding of Affordable Housing at Alameda Point or FISC/East Housing. The phrase “increase its assistance for, production, approval or funding of affordable housing at Alameda Point or FISC/East Housing” shall not include actions to preserve the current plan to construct, rehabilitate, or redevelop the Homeless Collaborative Units.

1.12. Hinder the Catellus Project. The phrase “hinder the Catellus Project” shall mean to: (a) impair the development or use of the Catellus Project or the Property as set forth in the Catellus Project Approvals and Catellus Project Subsequent Approvals; (b) delay, change the process for issuance of, or otherwise interfere with, any Catellus Project Approvals or Catellus Project Subsequent Approvals; or (c) increase the cost of processing, development, construction or operation, or adversely affect the timing of the development and/or build-out, of the Catellus Project or the Property.

1.13. Construction shall be commenced. The phrase “construction shall be commenced” shall mean: (1) all necessary building permits have been obtained; (2) groundbreaking in the form of foundation trenching has commenced; and (3) an appropriate contract for construction with a licensed contractor has been executed.

1.14. Development Plan. The term “Development Plan” shall mean a Development Plan as identified in Section 30-4.20 of the Alameda Municipal Code.

1.15. Homeless Collaborative Units. The phrase “Homeless Collaborative Units” shall mean those units identified in Sections Ia and Ib of the document entitled “The Standards of Reasonableness”, as has been amended by the

Memorandum of Understanding between the City, the Homeless Collaborative and the County of Alameda executed in March 2000.

1.16. City Housing Authority/Homeless Collaborative Multi-Family Site. The phrase "City Housing Authority/Homeless Collaborative Multi-Family Site" shall mean that approximately 2.5 acres to be utilized by the CIC or Authority for a 39-unit, low income housing project.

1.17. Effective Date. This Agreement shall be effective as of the date when all of the signatories for all Parties set forth below on pages 41 through 43, inclusive, have signed the Agreement.

2. **PROVISION OF ADDITIONAL AFFORDABLE HOUSING**

AT FISC/EAST HOUSING. The City and Catellus shall fund and construct, or cause to be constructed, the FISC/East Housing Affordable Housing Project (as defined below in subsection 2.1 below). The City's and Catellus' obligations set forth in this Section 2 and its subparts, except for the obligations set forth in subsection 2.3.1 and 2.3.3, are expressly contingent upon the City's prior approval of the amendments to the Catellus Project Tentative Map and Master Plan to entitle the site for the FISC/East Housing Affordable Housing Project. The City will use its best efforts, and shall endeavor in good faith, to provide that the Catellus Project Tentative Map and Master Plan are amended to entitle the FISC/East Housing Affordable Housing Project. The City shall apply California Public Resource Code Section 21080.14, if applicable as determined by the City in the exercise of its independent judgment, to exempt the FISC/East Housing

2.1.3. Affordability Assistance.

2.1.3.1. Section 8 Homeownership Assistance Program. Six (6) months prior to construction of the FISC/East Housing Affordable Housing Project, the City, through the Authority, shall use its best efforts to establish a Section 8 Homeownership Assistance Program. If the Authority establishes a Section 8 Homeownership Assistance Program, the City or the Authority shall notify Petitioners and all persons applying for Section 8 Homeownership assistance of the availability of the units within the FISC/East Housing Affordable Housing Project as soon as marketing for the FISC/East Housing Affordable Housing Project begins. The City or the Authority shall ensure that (a) any marketing plan for the FISC/East Housing Affordable Housing Project shall include notice and outreach to persons eligible for the Section 8 Homeownership Assistance Program; and (b) in the marketing and sale of the units in the FISC/East Housing Affordable Housing Project, there shall be no discrimination against households offering Section 8 Homeownership Assistance as a source of payment for the unit.

2.1.3.2. First Time Home Buyers' Program. The City shall make a good faith effort to make its existing or successor First-Time Home Buyers Down Payment Assistance Program and Second Mortgage Program available to buyers of units in the FISC/East Housing Affordable Housing Project.

2.1.4. Product Type. A minimum of 50% of the FISC/East Housing Affordable Housing Project units shall be rental units.

2.2. Funding of the FISC/East Housing Affordable Housing

Project. The City's obligation to provide funding for the FISC/East Housing Affordable Housing Project shall be satisfied solely and exclusively from the portion of tax increment revenues required by California Redevelopment Law to be set aside for the provision of low and moderate income housing and from Affordable Housing Unit Fees as set forth in Section 27-1 of the Alameda Municipal Code to the extent such tax increment revenues and fees arise from the Catellus Project ("FISC/East Affordable Housing Project Funds"). The City, in its sole and unfettered discretion, may contribute funds from other available affordable housing funding sources. To the extent that the FISC/East Housing Affordable Housing Project Funds collected by the City are not necessary for the development and construction of the FISC/East Housing Affordable Housing Project, after the FISC/East Housing Affordable Housing Project is fully constructed, the City shall be free to use such excess in any manner the City deems appropriate.

2.3. Construction of FISC/East Housing Affordable Housing

Project.

2.3.1. Limitation on Development of Catellus Project. The City will not issue building permits for the construction of the 276th and subsequent residential units of the Catellus Project unless the Tentative Map and Master Plan for the Catellus Project have been amended, and a Development Plan has been approved, entitling the City, Catellus or their respective agents to build the FISC/East Housing Affordable

Housing Project. Catellus shall not close escrow on the 276th residential unit of the Catellus Project, or any subsequent residential unit of the Catellus Project, unless construction of the FISC/East Housing Affordable Project has commenced.

2.3.2. Time for Commencement of Construction. No later than the close of escrow for the 275th residential unit in the Catellus Project, construction shall be commenced on the FISC/East Housing Affordable Housing Project. Construction of the FISC/East Housing Affordable Housing Project shall proceed expeditiously.

2.3.3. No Delay in Construction Or Reduction in Scope of Catellus Project. Catellus shall not request or propose, and the City shall not approve, any amendments to the DDA, Development Agreement, Master Plan, or map approvals for the Catellus Project that would (a) cause or allow delays in the approval and construction of the 275th and 276th residential units of the Catellus Project greater than the changes to the schedule relating to the construction and approval of the 275th and 276th residential units set forth in the Catellus Project Approvals approved by the City on May 31 and June 6, 2000; or (b) reduce the number of residential units that will be constructed within the Catellus Project to less than 276 units. This Section 2.3.3 shall not apply to any request or proposal for, or any approval of, any amendment of the DDA, Development Agreement, Master Plan, or map approvals for the Catellus Project that is the result of a court order, or order of any environmental regulatory agency, provided that any such order is not entered as a result of collusion to evade the City's and Catellus' obligations under this Section 2.3.3. The City and Catellus shall endeavor in good faith and use

commercially reasonable efforts to refrain from entering into any settlement or consent decree that would be inconsistent with the provisions of this Section 2.3.3. The City and/or Catellus shall provide notice to Petitioners of any litigation or administrative proceeding that would hinder the development of the residential portion of the Catellus Project. The City and/or Catellus shall provide at least five (5) court days' notice that the City and/or Catellus may enter into a settlement or consent decree that would be inconsistent with the provisions of Section 2.3.3.

3. INCREASED AFFORDABILITY OF THE CATELLUS

PROJECT MODERATE INCOME UNITS. The City and Catellus shall take such further actions, and execute such further documents, as may be necessary to increase the affordability of the Catellus Project Moderate Income Units as follows: one third of the Catellus Project Moderate Income Units shall be made permanently affordable to households whose incomes are at or below 90% of the area median income, one third of the Catellus Project Moderate Income Units shall be made permanently affordable to households whose incomes are at or below 100% of the area median income, and one third of the Catellus Project Moderate Income Units shall be made permanently affordable to households whose incomes are at or below 110% of the area median income. The City and Catellus agree that the Catellus Project Moderate Income Units shall include a minimum of 44 units.

4. PROVISION OF ADDITIONAL AFFORDABLE HOUSING

ON ALAMEDA POINT:

4.1. Affordability Criteria. The City shall take such further actions, and execute such further documents, as may be necessary to modify the appropriate City policies, ordinances and plans relating to the redevelopment of Alameda Point to provide that 25% of all newly constructed housing units at Alameda Point shall be made permanently affordable as follows: 10% of all newly constructed housing units shall be made permanently affordable to households with incomes at or below 80% of median income; and the remaining 15% of newly constructed housing units to be made affordable shall be made affordable under the criteria set forth in California Health & Safety Code section 33413(b)(2), as it may be amended, or in any successor section. The sales prices of the newly constructed housing units that are required to be priced at or below 100% of median income shall be calculated assuming a down payment of no more than 10% of the purchase price to the extent there exists sufficient Alameda Point Improvement Project 20% tax increment set-aside and Affordable Housing Unit Fees set forth in Section 27-1 of the Alameda Municipal Code generated from development at Alameda Point which is not otherwise committed to current or future affordable housing projects at Alameda Point. [Housing units developed to meet the affordability obligation created by the development of non-senior housing may not be reserved exclusively for seniors.]

4.2. Approval of Affordable Housing. The affordability obligation set forth in this Section 4 shall be imposed and implemented in conjunction with the approval of each residential development project at Alameda Point. No

residential development project at Alameda Point shall be permitted to proceed without the required affordable housing units set forth in this Section 4 being designated and required as a condition of approval. The City shall not approve any residential development projects on Alameda Point that are inconsistent with this Section 4. Notwithstanding the foregoing, the agreements set forth in this Section 4 shall not constitute a surrender or abnegation of the City's control over the process of considering for approval, or provision of, additional housing at Alameda Point. The Homeless Collaborative Units and the affordable housing units within the Catellus Project shall not count toward compliance with the 25% affordability obligation created by this Section 4. Nor shall the Homeless Collaborative Units or the affordable housing units within the Catellus Project constitute newly constructed housing units for the purposes of this Section 4.

4.3. Affordability Assistance. If the Authority adopts the Section 8 Homeownership Assistance Program set forth in Section 2.1.3.1 and determines that it has been successful and viable at the FISC/East Housing Affordable Housing Project, the City or the Authority shall notify Petitioners and all persons applying for Section 8 Homeownership assistance of the availability of affordable housing units at Alameda Point as soon as marketing for the affordable housing units at Alameda Point begins. The City or the Authority shall ensure that (a) any marketing plan for the affordable housing units at Alameda Point shall include notice and outreach to persons eligible for the Section 8 Homeownership Assistance Program; and (b) in the marketing and sale of

affordable housing units at Alameda Point, there shall be no discrimination against households offering Section 8 Homeownership Assistance as a source of payment for the unit. The City shall make a good faith effort to make its existing and successor First-Time Home Buyers Down Payment Assistance Program and Second Mortgage Program available to buyers of affordable housing units at Alameda Point.

5. SAMPLING OF SOILS AT CITY HOUSING

AUTHORITY/HOMELESS COLLABORATIVE MULTI-FAMILY SITE IN IR SITE 02 AND THE FISC/EAST HOUSING AFFORDABLE HOUSING PROJECT SITE.

5.1. Sampling Required. The City shall require the developers of the 2.5 acre City Housing Authority/Homeless Collaborative Multi-Family Site in IR Site 02 and the FISC/East Housing Affordable Housing Project to conduct sampling of all excavated soils and excavations within those sites pursuant to the sampling protocols provided for in Section 5.2 below.

5.2. Sampling Protocol. Sampling protocols shall be included as an element of the Site Management Plan(s) for the City Housing Authority/Homeless Collaborative Multi-Family Site in IR Site 02 and the FISC/East Housing Affordable Housing Project. The sampling protocol for the FISC/East Housing Affordable Housing Project shall conform to ASTM E1903-97, "Standard Guide for Environmental Site Assessments: Phase II Environmental Site Assessment Process" and shall provide for the analysis of each soil sample by (i) United States Environmental Protection Agency

(“USEPA”) Method 8270 SIM; (ii) California Title 26 Metals by USEPA Methods 6000/7000; and (iii) USEPA Method 8020, at a minimum. A copy of the Site Management Plan(s) shall be simultaneously submitted to Petitioners and the California Department of Toxic Substances Control (“DTSC”) for review and comment prior to commencement of construction on the City Housing Authority/Homeless Collaborative Multi-Family Site in IR Site 02 or the FISC/East Housing Affordable Housing Project. The City and Catellus shall request DTSC to approve the Site Management Plan(s), including the testing protocols required by this Section 5.2. The City and Catellus further agree to implement any changes to the Site Management Plan(s) required by DTSC. Notwithstanding anything to the contrary in this Agreement, Petitioners and their respective Petitioner Parties shall have the right to submit comments on the Site Management Plan(s), including submission of oral or written comments to DTSC, the City or Catellus. Petitioners and their respective Petitioner Parties shall not initiate, aid, request, encourage, file, fund or participate in any judicial proceeding arising from or related to the adequacy of the Site Management Plan(s) approved by DTSC. City and Catellus shall meet and confer with Petitioners regarding any comments Petitioners may have with respect to the Site Management Plan(s).

**6. PROHIBITION AGAINST USE OF EXCAVATED SOILS
FROM NON-RESIDENTIAL SITES.**

6.1. Non-Use of Excavated Soils. The City and Catellus shall not use excavated soils from nonresidential areas of the Property or Alameda Point as fill for

residential sites unless that excavated soil is first tested and determined to be safe for such use.

6.2. Testing Protocol. A protocol for sampling non-residential soils for use in residential sites shall be included in the Site Management Plan(s) for such residential sites as well as criteria for determining whether any such soil is safe for residential use. A copy of the Site Management Plan(s) shall be simultaneously submitted to Petitioners and DTSC for review and comment. The City and Catellus shall request DTSC to approve the Site Management Plan(s), including the testing protocol required by this Section 6.2. The City and Catellus further agree to implement any changes to the Site Management Plan(s) required by DTSC. Notwithstanding anything to the contrary in this Agreement, Petitioners and their respective Petitioner Parties shall have the right to submit comments on the Site Management Plans, including submission of oral or written comments to DTSC, the City or Catellus. Petitioners and their respective Petitioner Parties shall not initiate, aid, request, encourage, file, fund or participate in any judicial proceeding arising from or related to the adequacy of the Site Management Plan(s) approved by DTSC.

7. **DISMISSAL OF LITIGATION.** Subject to the terms and conditions of this Agreement, including the continuing jurisdiction of the Court as provided in Section 9.5 below, within ten (10) days of the Effective Date of this Agreement, Petitioners shall dismiss the Litigation with prejudice.

8. **FUTURE CHALLENGES.**

8.1. Catellus Project.

8.1.1. Restricted Activity Relating to Catellus Project. Except for the obligations set forth herein, Petitioners, for themselves and their respective Petitioner Parties, agree and covenant that they shall not themselves, nor counsel others to, directly or indirectly, initiate, aid, request, encourage, file, fund or participate in any administrative or judicial hearing or appeal, or any other litigation in a court of law, or any legislation, initiative, referendum or moratorium that would hinder the Catellus Project.

8.1.2. Release Relating to Catellus Project. Except for the obligations provided herein, Petitioners, for themselves and their respective Petitioner Parties, hereby unconditionally release, remise, acquit and forever discharge Catellus and the City, and each of their respective representatives, attorneys, employees, agents, heirs, officers, directors, successors and assigns, members, affiliates, partners, joint venturers, subsidiaries, parents, receivers, trustees and shareholders (collectively, "Released Parties") from claims or causes of action, including any and all administrative or judicial hearings or appeals, or any other litigation in a court of law, either at law or in equity, of any kind, nature and description, presently known or unknown and whether presently existent or nonexistent, or any legislation, initiative, referendum or moratorium, that would hinder the Catellus Project which Petitioners and their respective Petitioner Parties

have had, now have or may have in the future against the City or Catellus or their respective Released Parties.

8.1.3. Waiver of California Civil Code Section 1542. Petitioners, for themselves and their respective Petitioner Parties, agree that the release contained in Section 8.1.2 extends to all claims of any kind or nature, whether known or unknown, suspected or unsuspected, and in that regard Petitioners, for themselves and their respective Petitioner Parties, acknowledge that they have read, been advised by counsel concerning, and considered and understand the full nature, extent and import of the provisions of Section 1542 of the Civil Code of California, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Petitioners, for themselves and their respective Petitioner Parties, further declare that they knowingly and willingly enter into this Agreement notwithstanding the provisions of Section 1542. Petitioners, for themselves and their respective Petitioner Parties, upon the advice of counsel, waive and relinquish, now and forever, any and all rights that they now have or may have in the future under Section 1542 to the fullest extent allowed by law. Petitioners, for themselves and their Petitioner Parties, agree and represent that they fully understand the statutory language of Civil Code Section 1542 and with this understanding, nevertheless, elect to and do assume all risks for rights, claims, demands,

obligations, causes of action or liabilities, known or unknown, heretofore and hereafter arising in connection with the subject matter of this Agreement.

Petitioners, for themselves and their respective Petitioner Parties, hereby expressly, knowingly, and voluntarily waive and relinquish any and all rights and benefits that they may have under California Civil Code Section 1542 with respect to the actions identified in Section 8.1.2.



Renewed Hope Housing Advocates' Initials



ARC Ecology's Initials

8.2. Obligation to Provide Affordable Housing.

8.2.1. Restricted Activity Relating to Obligation to Provide

Affordable Housing. Petitioners, for themselves and their respective Petitioner Parties, agree and covenant that they shall not themselves, nor counsel others to, directly or indirectly, initiate, aid, request, encourage, file, fund or participate in any claim or cause of action, including any judicial hearing or appeal, or any other litigation in a court of law, that (1) alleges or is based upon the adequacy or inadequacy of the City's, or its agents' or any City-selected Alameda Point developers' assistance for, production, approval or funding of affordable housing at Alameda Point or the City's or Catellus' assistance for, production, approval or funding of affordable housing at FISC/East

Housing, unless such assistance, production, approval, or funding is expressly required by statutory law; or (2) alleges any other cause of action or claim as a pretext for a challenge based on affordable housing at Alameda Point and/or FISC/East Housing, and could reasonably and foreseeably result in a demand by the challenging party for the City, its agents or City-selected Alameda Point Developer to increase its assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at Alameda Point, or the City or Catellus to increase its assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at FISC/East Housing, beyond that established by this Agreement, unless such increase, production, approval or funding is expressly required by statutory law.

8.2.2. Release Relating to Obligations to Provide Affordable

Housing. Except for the obligations provided herein, Petitioners, for themselves and their respective Petitioner Parties, hereby unconditionally release, remise, acquit and forever discharge the City and Catellus and each of their respective Released Parties from any and all judicial hearing or appeal, or any other litigation in a court either at law or in equity, or of any kind, nature or description, whether presently known or unknown and whether presently existent or nonexistent, which Petitioners and their respective Petitioner Parties have had or now have or may in the future have against the City, Catellus or their respective Released Parties arising out of or based upon or resulting in a demand that the City, its agents or City-selected Alameda Point developer to increase its

assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at Alameda Point, or the City or Catellus to increase its assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at FISC/East Housing beyond that established by this Agreement, unless such increase, production, approval or funding is expressly required by statutory law.

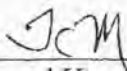
8.2.3. Waiver of California Civil Code Section 1542. Petitioners, for themselves and their respective Petitioner Parties, agree that the release contained in Section 8.2.2 extends to all claims of any kind or nature, whether known or unknown, suspected or unsuspected, and in that regard Petitioners, for themselves and their respective Petitioner Parties, acknowledge that they have read, been advised by counsel concerning, and considered and understand the full nature, extent and import of the provisions of Section 1542 of the Civil Code of California, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.


Petitioners, for themselves and their respective Petitioner Parties, further declare that they knowingly and willingly enter into this Agreement notwithstanding the provisions of Section 1542. Petitioners, for themselves and their respective Petitioner Parties, upon the advice of counsel, waive and relinquish, now and forever, any and all rights that they now have or may have in the future under Section 1542 to the fullest extent allowed by law.

Petitioners, for themselves and their respective Petitioner Parties, agree and represent that they fully understand the statutory language of Civil Code Section 1542 and with this understanding, nevertheless, elect to and do assume all risks for rights, claims, demands, obligations, causes of action or liabilities, known or unknown, heretofore and hereafter arising in connection with the subject matter of this Agreement.

Petitioners, for themselves and their respective Petitioner Parties, hereby expressly, knowingly, and voluntarily waive and relinquish any and all rights and benefits that they may have under California Civil Code Section 1542 with respect to the actions identified in Section 8.2.2.



Renewed Hope Housing Advocates' Initials



ARC Ecology's Initials

8.3. Permitted Activity. Notwithstanding any other provision of this Agreement, Petitioners and their respective Petitioner Parties shall have the right to engage in the following activities:

8.3.1. Challenges not Directed at Catellus or Affordable Housing at Alameda Point: Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any challenge to general, policy-level activities or approvals to the extent any such challenge is not specifically directed at the Property, the Catellus Project, the Catellus Project Approvals, or the

or its agents' or any City-selected Alameda Point developers' JOM GAB

Catellus Project Subsequent Approvals or does not directly seek to increase the City's or Catellus' assistance for, production, approval or funding of affordable housing at FISC/East Housing or Alameda Point beyond that established by this Agreement unless such increase, production, approval or funding is expressly required by statutory law.

8.3.2. Challenges With Respect To Hazardous Materials On

Alameda Point: Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative or judicial proceeding that is related to or arises from the presence or suspected presence of any hazardous materials on Alameda Point whether such presence or suspected presence is currently known or unknown.

8.3.3. Challenges With Respect to Hazardous Materials On

FISC/East Housing: Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative proceeding that is related to or arises from the presence or suspected presence of any hazardous materials on the Property whether such presence or suspected presence is currently known or unknown.

8.3.4. Challenges Regarding Remedy Review for IR Site 04/06:

Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative or judicial proceeding arising from the CERCLA-required five-year review of the remedies implemented for IR Site 04/06, provided however, that in any such administrative or judicial proceeding, the

claims and requests for relief are specifically limited to IR Site 04/06 and such administrative or judicial proceeding does not involve any claims, or requests for relief regarding, and does not otherwise hinder, the Catellus Project other than the geographic site of IR Site 04/06.

8.3.5. Challenges Relating to 2.5 acre City Housing

Authority/Homeless Collaborative Multi-Family Site in IR Site 02: Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative or judicial proceeding that relates to or arises from the presence or suspected presence of hazardous materials on or under that portion of IR Site 02 designated for construction of the 2.5 acre City Housing

Authority/Homeless Collaborative Multi-Family Housing Project provided however, that in any such administrative or judicial proceeding Petitioners or their respective Petitioner Parties do not seek a remedy that would hinder the Catellus Project other than that portion of IR Site 02 designated for construction of the 2.5 acre City Housing Authority/Homeless Collaborative Multi-Family Housing Project.

8.3.6. Challenges Regarding Unknown Hazardous Materials:

Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any judicial proceeding that relates to or arises from the presence or suspected presence of hazardous materials on the Property other than hazardous materials known to exist on the Property if such presence or suspected presence is discovered after the Effective Date of this Agreement. This Section

8.3.6 shall not apply to judicial proceedings that relate to or arise from the presence of hazardous materials on the Property known as of the Effective Date of this Agreement. For purposes of this Agreement, the phrase "presence of hazardous materials on the Property known as of the Effective Date of this Agreement" means hazardous materials on or affecting the Property that are addressed or identified in any report prepared as a result of any Navy or environmental regulatory agency review or investigation including, without limitation, the Navy Environmental Baseline Surveys; the Draft and Final EIR for the Reuse of Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility; the Catellus Mixed Use Development Draft and Final EIR; the Removal Action Workplan for East Housing; the Finding of Suitability for Transfer of East Housing; the Finding of Suitability for Early Transfer/Environmental Obligation Addendum for FISC; and the Records of Decision for Installation Restoration Sites IR 02, 04/06. The hazardous materials conditions known to be present on the Property as of the Effective Date of this Agreement include the marsh crust; VOCs and SVOCs in groundwater; IR Sites 01, 03, 05, and 07; IR Sites 02, 04/06 and 08; and PAHs in soil.

8.3.7. Challenges Regarding School Site: Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative or judicial proceeding of any kind or nature regarding the school site or the school, provided that Petitioners and their respective Petitioner Parties do not seek any remedy that would delay or hinder the transfer of ownership or possession of the school site by the Navy to the City or any subsequent

transfers by the City to any other person or entity and provided that the Petitioners and their respective Petitioner Parties do not seek a remedy that would hinder the Catellus Project other than the geographic site of the school.

8.3.8. Challenges Regarding Benzene Plume. Petitioners and their respective Petitioner Parties shall have the right to initiate, aid, request, encourage, file, fund or participate in any administrative or judicial proceeding that relates to or arises from the contaminated groundwater plume as described on page 213 of the Catellus Mixed Used Development EIR, dated December 1999 and in the Cumulative Groundwater Monitoring Report, dated November 12, 1998 (hereinafter referred to as the "benzene plume"). In any such proceeding, Petitioners or their respective Petitioner Parties shall seek a remedy that affects only that portion of groundwater in the location shown for the benzene plume, and shall not seek a remedy regarding any other groundwater (unless the provisions of sections 8.3.5, 8.3.6 and/or 8.3.7 are applicable to such other groundwater). If the remedy that Petitioners or their respective Petitioner Parties seek in such a proceeding necessarily involves a challenge to any administrative agency decision that covers both the benzene plume and other groundwater and would hinder the Catellus Project other than the geographic site of the benzene plume, Petitioners and their respective Petitioner Parties shall request that the reviewing courts sever any judicial decision regarding the benzene plume from the administrative agency's decision affecting other groundwater (unless the provisions of sections 8.3.5, 8.3.6 and/or 8.3.7 are applicable to such other groundwater). If the reviewing courts, in their

discretion, deny any such request by the Petitioners or their respective Petitioner Parties to sever any judicial decision regarding the benzene plume from the administrative agency's decision affecting other groundwater, then the Petitioners and their respective Petitioner Parties shall be entitled to continue to initiate, aid, request, encourage, file, fund or participate in such proceeding.

8.3.9. Provision of Documentary Information. Petitioners and their respective Petitioner Parties shall have the right to provide documentary information to any person at any time, provided however, that during the pendency of any litigation seeking to hinder the Catellus Project, Petitioners and their respective Petitioner Parties may not provide any information to any party, or the agents or attorneys for such party, for use in any such suit, except that Petitioners and their respective Petitioner Parties may comply with lawful process. Petitioners and their respective Petitioner Parties shall provide at least five (5) court days' notice to the City and Catellus of Petitioners' or their respective Petitioner Parties' receipt of any such process.

8.3.10. Challenges to Enforce Agreement. Nothing in this Section 8 shall be construed or interpreted as prohibiting any Party hereto from initiating, commencing, prosecuting or participating in any administrative or judicial proceeding to enforce the terms and provisions of this Agreement

8.4. Petitioners' Obligations in Permitted Challenges. Petitioners, for themselves and their respective Petitioner Parties, agree and covenant that in any challenge permitted by this Agreement they shall take such action so as to insure that the

permitted challenge does not violate the terms of this Agreement. Such actions may include but are not limited to inclusion of statements that the challenge does not involve any claim for or request for relief regarding the Catellus Project, the Catellus Project Approvals, the Catellus Project Subsequent Approvals, the Property, or the City's or Catellus' assistance for, production, approval or funding of affordable housing at Alameda Point that would result in the City increasing its assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at Alameda Point beyond that established by this Agreement, unless such increase, production, approval, or funding is expressly required by statutory law. In any such permitted challenge, Petitioners and their respective Petitioner Parties shall not advocate that a third party (a) initiate or commence any claim for or request for relief that would hinder the Catellus Project or (b) initiate or commence any claim for or request for relief regarding the City's or Catellus' assistance for, production, approval or funding of affordable housing at FISC/East Housing and Alameda Point that would result in the City or Catellus increasing its assistance for, production, approval or funding of affordable housing, or increase the ratio of affordability of housing at FISC/East Housing and/or Alameda Point beyond that established by this Agreement, unless such increase, production, approval or funding is expressly required by statutory law.

8.5. Petitioners' Obligations With Respect to Their Members. To the extent that Petitioners cannot bind their members to the obligations set forth in this

Section 8 and all its subparts, Petitioners represent and warrant that they will use their best efforts to ensure that their members abide by the terms of this Agreement.

9. **REMEDIES.**

9.1. Available Remedies in the Event of Breach. In any action to enforce the terms of this Agreement, the Parties shall have the right to seek: (1) specific performance of the obligations set forth in this Agreement; (2) the remedies created by Section 9.3 through 9.5 of this Agreement; or (3) injunctive relief to enforce the obligations set forth in Section 2.3.1, 2.3.3, 4, and 6.1. The remedies enumerated in this Section 9.1 shall be the sole and exclusive remedies to enforce this Agreement. No Party shall be required or compelled to take any action, or refrain from taking any action, other than those actions expressly identified in this Agreement. The City shall not be required to expend any funds other than those funds expressly identified in Section 2.2. Money damages are not available to any Party as remedies to enforce any obligation in this Agreement. Nor is injunctive relief available to any Party except as specifically provided in this Section 9.1. The default of one Party shall not terminate the obligations of the other non-defaulting Parties except as expressly set forth in Sections 9.2 and 9.3.

9.2. Survival of Releases. Sections 8.1, 8.2 and 8.3 shall survive the expiration or earlier termination of this Agreement, unless (i) this Agreement is terminated as a result of a breach by Catellus in which case Section 8.1 shall not survive; or (ii) this Agreement is terminated as a result of a breach by the City in which case Section 8.2 shall not survive. If, pursuant to Section 2.3.3 of this Agreement, the Catellus Project is modified to reduce the number of residential units that will be constructed

within the Catellus Project to less than 276 units, then Sections 8.1, 8.2 and 8.3 shall terminate.

9.3. Termination of Affordable Housing Obligations in the Event of Breach by Petitioners. Petitioners' or their respective Petitioners Parties' breach of the obligations set forth in Section 8 shall result in the termination of the City's and Catellus' obligation to provide affordable housing units at FISC/East Housing and Alameda Point as set forth in Sections 2, 3, and 4 above. Notwithstanding the foregoing, the City and Catellus agree that their commitments to provide affordable housing at the FISC/East Housing site as set forth in Sections 2 and 3 above shall remain in full force and effect and shall not become void, so long as any challenge initiated by Petitioners and their respective Petitioner Parties does not hinder the Catellus Project. In the event that Petitioners or their respective Petitioner Parties breach any obligation set forth in Section 8 of this Agreement, the provisions of Section 9.5 shall apply.

9.4. Breach by City or Catellus. In the event that the City or Catellus breaches any of their respective obligations set forth in this Agreement, the provisions of Section 9.5 shall apply.

9.5. Enforcement Procedure. As set forth in the Final Order of the Superior Court of the State of California In and For the County of Alameda ("Court") set forth in Exhibit B attached hereto, it is the intent of the Parties that the Court in the Litigation retain jurisdiction for the sole purpose of resolving any disputes between the Parties as to the enforcement or interpretation of this Agreement and such continuing

jurisdiction shall not include any other matters. Any dispute regarding the enforcement or interpretation of this Agreement shall occur pursuant to the following procedure:

9.5.1. Notice of Breach. Within ten (10) business days of its determination that another Party has breached the provisions of this Agreement, a Party shall notify all other Parties and their counsel of this determination in writing and provide a written explanation of the basis of its determination.

9.5.2. Response to Notice of Breach. Within ten (10) business days of their receipt of the notice set forth in Section 9.5.1, the Parties receiving said notice shall provide a written response to the notifying Party indicating its concurrence with, or rejection of, the determination of breach, or indicating that the alleged breach has no bearing on that Party's obligations under this Agreement, as the case may be.

9.5.3. Meet and Confer Obligation. Should the Parties disagree with respect to the determination of breach or the applicability of Sections 9.1 through 9.4 of this Agreement, or the remedy necessary to cure any alleged breach, then within fifteen (15) days of the receipt by the Party claiming the breach of all responses by the other Parties, or other mutually agreeable date, the Parties shall meet and confer in good faith in an attempt to resolve any differences.

9.5.4. Court Resolution of Breaches. In the event that the dispute is not resolved, then the Party claiming the breach shall be entitled immediately to seek relief exclusively from the Superior Court in the County of Alameda. Any action taken to resolve a dispute between the Parties with respect to the enforcement or interpretation

of this Agreement shall be taken by motion or other appropriate pleading. The Court's power to remedy any breach of this Agreement shall be expressly governed and limited by Section 9.1 of this Agreement.

10. MISCELLANEOUS PROVISIONS.

10.1. No Prior Assignments. The Parties hereto represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer, to any other person, entity, firm or corporation whatsoever, any claim, debt, liability, demand, obligation, expense, action or causes of action herein released.

10.2. Binding on Successors. This Agreement and its terms shall inure to the benefit of and be binding upon each of the Parties hereto and each and all of their respective successors, assignees, buyers, grantees, vendees, or transferees, and their past or present, direct or indirect, affiliates, partners, joint venturers, subsidiaries, parents, representatives, receivers, trustees, officers, directors, employees, agents, and shareholders and each of them, as though they were Parties hereto, wherever located.

10.3. Settlement of Disputed Claims. The Parties hereto understand and agree that this settlement is a compromise of disputed claims, and that the City's and Catellus' actions under this Agreement are not to be construed as an admission of liability by the City or Catellus and likewise, that the Petitioners' actions under this Agreement are not to be construed as an admission by the Petitioners regarding the merits of the Project.

10.4. Entire Agreement. This writing constitutes the entire agreement among the Parties, and no modification of this Agreement shall be valid unless executed in writing by the Parties hereto. Further, none of the Parties to this Agreement shall be bound by any representations, warranties, promises, statements, or information unless expressly set forth herein.

10.5. Factual Investigation. Each Party has conducted its own factual investigation, is not relying on any other Party, and assumes the risk that there are material unknown facts or that facts are other than as is presumed. The Parties further acknowledge that they are aware that they may hereafter discover material facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, and further acknowledge that there may be future events, circumstances, or occurrences materially different from those they know or believe likely to occur, but that it is their intention to enter into and be bound by this Agreement.

10.6. Attorneys' Fees, Costs and Expenses. Catellus shall pay to Petitioners the costs, expenses, disbursements, and attorneys' fees incurred in connection with the Litigation and the negotiation and settlement of the Litigation to which Petitioners would have been entitled in accordance with California law. If Catellus and Petitioners are unable to agree on the amount of attorneys' fees, costs, disbursements and expenses, the amount shall be determined by Judge Richard A. Hodge. Petitioners shall not make any claim against the City for such costs, expenses, disbursements, or

attorneys' fees. This Section 10.6 constitutes a complete and final settlement of all claims and demands for attorneys' fees, costs, disbursements, and expenses incurred in connection with the Litigation and the negotiation and execution of this Agreement up to and including the Effective Date of this Agreement.

10.7. Agreement May Be Pleaded as a Defense. In connection with any demand or cause of action related to a matter released in Sections 8.1 and 8.2, this Agreement may be pleaded as a defense by the Parties hereto and shall operate to effect a dismissal of such demand or cause of action.

10.8. Captions. The captions of the various sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

10.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.10. Severability. If any terms or provisions of this Agreement or the application of any term(s) or provision(s) of this Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement or the application of this Agreement to other situations, shall remain in full force and effect unless amended or modified by mutual consent of the Parties; provided that, if the invalidation, voiding or unenforceability would deprive any Party of material benefits derived from this Agreement, or make performance under this

Agreement unreasonably difficult, then the Parties shall meet and confer and shall make good faith efforts to amend or modify this Agreement in a manner that is mutually acceptable to the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, the Party disadvantaged by the invalidation or voiding of this Agreement may terminate this Agreement by providing written notice of such termination to the other Parties.

10.11. Notices, Demands and Communications Between the Parties.

Formal written notices, demands, correspondence and communications between the Parties shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized overnight courier service, or by electronic facsimile transmission followed by delivery of a "hard" copy to the offices of the Parties indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as any Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section 10.11.

City: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Manager

With copies to: City of Alameda
2263 Santa Clara Avenue
Alameda, CA 94501
Attn: City Attorney

Shute, Mihaly and Weinberger LLP
396 Hayes Street
San Francisco, California 94102
Attn: Ellen Garber, Esq.

Catellus: Catellus Development Corporation
201 Mission Street
San Francisco, CA 94105
Attn: General Counsel

With copies to: Catellus Residential Group
4000 Westerly Place
Newport Beach, CA 92660
Attn: Peter Lauener, Senior Vice-President

Catellus Commercial Group
201 Mission Street
San Francisco, CA 94105
Attn: Dan Marcus

Brobeck, Phleger & Harrison LLP
One Market, Spear Street Tower
San Francisco, CA 94105
Attn: Susan R. Diamond, Esq.

Renewed Hope: Renewed Hope
P.O. Box 5
Alameda, California 94501

With copies to: Scott J. Allen, Esq.
Cox & Moyer
703 Market Street
San Francisco, California 94103

Michael Rawson, Esq.
California Affordable Housing Law Project of
the Public Interest Law Project
449 15th Street
Suite 301
Oakland, California 94612

Tom Matthews
2450 Central Avenue
Alameda, California

ARC Ecology: Arc Ecology
833 Market Street
San Francisco, California 94103

With copies to: Scott J. Allen, Esq.
Cox & Moyer
703 Market Street
San Francisco, California 94103

Michael Rawson, Esq.
California Affordable Housing Law Project of
the Public Interest Law Project
449 15th Street
Suite 301
Oakland, California 94612

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the

date of deposit. Notices delivered by electronic facsimile transmission shall be deemed received upon receipt of sender of electronic confirmation of delivery, provided that a "hard" copy is delivered as provided above.

10.12. Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.

10.13. Nonwaiver. Unless otherwise expressly provided in this Agreement, no waiver by a Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. No delay or omission in the exercise of any right or remedy accruing to any Party upon any breach under this Agreement shall impair such right or remedy or be construed as a waiver of any such breach theretofore or thereafter occurring. The waiver by a Party of any breach of any term, covenant or condition herein stated shall not be deemed to be a waiver of any other term, covenant or condition.

10.14. Authority. The persons signing below represent that they have the authority to bind their respective Party and that all necessary board of directors', shareholders' or other approvals have been obtained.

10.15. Understanding of Terms. The Parties each hereby affirm and acknowledge that they have read this Agreement, that they know and understand its terms, and have signed it voluntarily and on the advice of counsel. The Parties have had

a full and unhindered opportunity to consult with their attorneys, accountants, financial advisors and such other consultants, as they may have desired prior to executing this Agreement.

10.16. Construction. The Parties acknowledge that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendment or exhibits hereto.

10.17. Exhibits. All exhibits attached hereto shall be incorporated herein by reference as if set forth herein in full.

10.18. No Third Party Beneficiaries. The Parties agree that no third party beneficiary to this Agreement exists and that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

10.19. Force Majeure. In addition to the specific provision of this Agreement, the time within which a Party is required to perform any act under this Agreement shall be extended by a period of time equal to the amount of time during which performance of act is delayed for reasons beyond the reasonable control of such party due to war; insurrection or acts of civil disobedience; strikes; lockouts, riots, floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; the pendency of any mediation, arbitration, litigation or other administrative or judicial proceeding affecting the Catellus Project, Alameda Point or a Party's ability to

perform its obligations under this Agreement; unusually severe weather; inability to secure necessary labor, materials, or tools; delay of any contractor, subcontractor, or supplier; acts of another party; acts or the failure to act of any public or governmental agency or entity (except that the acts or the failure to act by the City shall not excuse performance by the City); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform which substantially interferes with such party's performance under this Agreement ("collectively, "Force Majeure Events"). An extension of time for any such cause shall only be for the period of the Force Majeure Event, which period shall commence to run from the time of commencement of the Force Majeure Event. A Party claiming an extension due to a Force Majeure Event shall notify all other Parties in writing within thirty (30) days after commencement of the Force Majeure Event. If however, notice by the Party claiming extension is sent to the other Parties more than thirty (30) days after the commencement of the Force Majeure Event, then unless otherwise agreed by the Parties in writing, the period shall commence to run only thirty (30) days prior to giving of such notice.

IN WITNESS WHEREOF, the Parties hereto have executed one or more copies of this Agreement as of the date first set forth above.

CITY OF ALAMEDA

By: _____

James M. Flint
City Manager

RENEWED HOPE HOUSING ADVOCATES

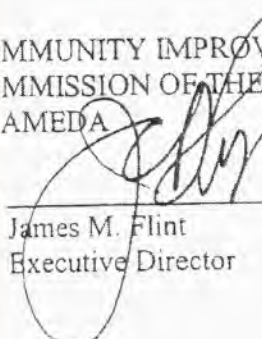
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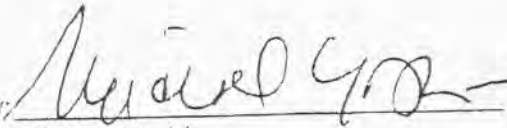
Tom Matthews
Director


March 6, 2001
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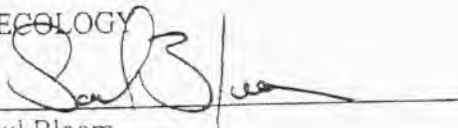
COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA

By 
James M. Flint
Executive Director

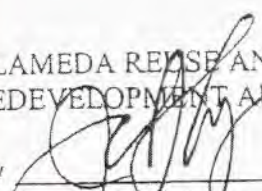
By: 
Michael Yoshi
Director

By: 
Vicki Smith
Director

ARC ECOLOGY

By 
Saul Bloom
Director

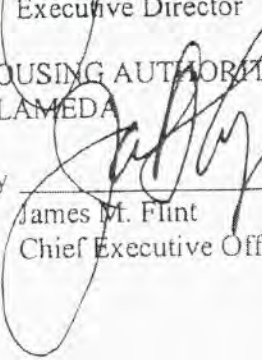
ALAMEDA REUSE AND
REDEVELOPMENT AUTHORITY

By 
James M. Flint
Executive Director

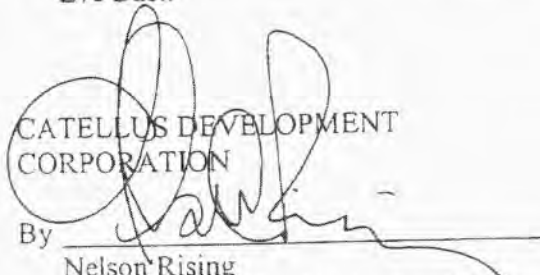
ARC ECOLOGY

By 
Eve Bach


HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

By 
James M. Flint
Chief Executive Officer

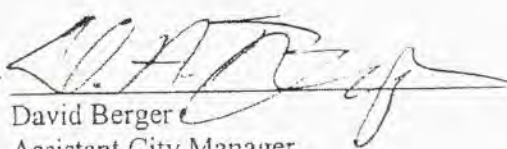
CATELLUS DEVELOPMENT
CORPORATION

By 
Nelson Rising
Chairman and Chief Executive Officer

CATELLUS DEVELOPMENT
CORPORATION

By 
Peter Lauener
Senior Vice-President, Residential Group


RECOMMENDED BY:

By 
David Berger
Assistant City Manager

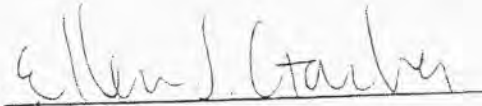
APPROVED AS TO FORM BY:

March 6, 2001
5473473v3

OFFICE OF THE CITY ATTORNEY OF
THE CITY OF ALAMEDA

By 
David Brandt
Assistant City Attorney

SHUTE, MIHALY & WEINBERGER LLP

By 
Ellen J. Garber

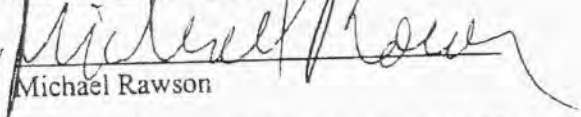
Attorneys for the CITY OF ALAMEDA,
COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA, ALAMEDA REUSE AND
REDEVELOPMENT AUTHORITY, AND
HOUSING AUTHORITY OF THE CITY OF
ALAMEDA

COX & MOYER

By 
Scott J. Allen

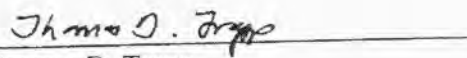
Attorneys for RENEWED HOPE HOUSING
ADVOCATES and ARC ECOLOGY

CALIFORNIA AFFORDABLE HOUSING
LAW PROJECT OF THE PUBLIC
INTEREST LAW PROJECT

By 
Michael Rawson

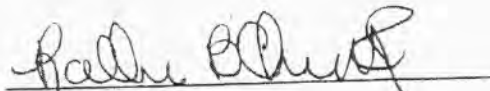
Attorneys for RENEWED HOPE HOUSING
ADVOCATES and ARC ECOLOGY

BARG, COFFIN, LEWIS & TRAPP LLP

By 
Thomas D. Trapp

Attorneys for CATELLUS DEVELOPMENT
CORPORATION

BROBECK, PHLEGER & HARRISON LLP

By 
Rollin B. Chippey

Attorneys for CATELLUS DEVELOPMENT
CORPORATION

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

This First Amendment ("First Amendment") is made effective as of this _____ day of January 2016 ("Effective Date"), by and between the City of Alameda ("City"), the Successor Agency of the City of Alameda Community Improvement Commission ("CIC Successor Agency"), and the Alameda Housing Authority ("Authority"), Catellus Development Corporation's Successor in Interest ("Catellus Successor in Interest"); Renewed Hope Housing Advocates and Arc Ecology ("Petitioners").

RECITALS

WHEREAS, on the 20th Day of March 2001, the City, the City of Alameda Community Improvement Commission ("CIC"), the Alameda Reuse and Redevelopment Authority ("ARRA"), the Authority, Catellus Development Corporation ("Catellus") and Petitioners entered into a Settlement Agreement (the "Settlement Agreement") to fully settle, compromise and resolve litigation between the Parties.

WHEREAS, by operation of State law, the CIC ceased to exist on February 1, 2012 and the CIC Successor Agency succeeded to all obligations of the CIC;

WHEREAS, the CIC was a member of ARRA a joint powers authority. Immediately prior to the dissolution of the CIC, ARRA assigned all of ARRA's rights, assets, obligations, responsibilities, duties and contracts to the City subject to the Department of Defense designating the City as the local reuse authority for NAS Alameda and execution of documents with the Navy necessary to implement the City as the successor to ARRA. The Department of Defense subsequently designated the City as the local reuse authority for NAS Alameda and the documents necessary to implement the City as the successor to ARRA have been executed and approved, causing the City to be the successor to ARRA for all purposes under this Agreement.

WHEREAS, Catellus has assigned all of its rights, obligations and interests related to the Settlement Agreement to _____.

WHEREAS, in accordance with the Settlement Agreement, the City agreed to modify plans, policies and ordinance related to the redevelopment of Alameda Point to provide that 25% of all newly constructed housing units at Alameda Point are to be affordable to low and moderate income households.

WHEREAS, the Settlement Agreement further requires that the housing units developed to meet the affordability obligation created by the development of market rate non-senior housing may not be reserved exclusively for seniors.

WHEREAS, the City and Alameda Point Partners, LLC (“APP”) have entered into that certain Disposition and Development Agreement dated August 6, 2015 providing for the development of a portion of Alameda Point (“DDA”);

WHEREAS, the DDA requires that APP comply with the terms of the Settlement Agreement and that of the 800 residential units contemplated in the DDA, 200 will be affordable to very low, low and moderate income households;

WHEREAS, the City’s Housing Element has identified the need for the development of senior housing and in particular affordable senior housing within proximity to retail and transit;

WHEREAS, the development of Site A presents an opportunity to meet the City’s Housing Element goal by allowing development of senior housing within a mixed use project served by transit;

WHEREAS, the Petitioners have determined that allowing APP the option to restrict a certain portion of the affordable units to be developed by APP to senior housing will meet the needs of the community and provide housing opportunities to all segments of the community.

WHEREAS, the Parties now wish to amend certain provisions of the Settlement Agreement as set forth below.

THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, the Parties agree to the following First Amendment.

AGREEMENT

- a. The last sentence of Section 4.1 of the Settlement Agreement is deleted in its entirety and is hereby replaced with the following:

“Housing units developed to meet the affordability obligation created by the development of non-senior housing may not be reserved exclusively for seniors except in Site A (as that term is defined in DDA.) Notwithstanding the preceding sentence, , no more than 60% of the affordable units developed in Site A to meet the affordability obligations under this Agreement may be reserved exclusively for seniors.”

IN WITNESS WHEREOF, the Parties hereto execute this First Amendment effective as of the date as set forth above.

[SIGNATURE PAGE]



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: ZeeLaura Page, Management Analyst

Date: February 17, 2016

Re: Quarterly Police Report

BACKGROUND

The Housing Authority budget for this fiscal year provides for community policing services. This report on those services covers the second quarter of this fiscal year (FY2016) from October 1, 2015 to December 31, 2015. The Police Department uses the calendar year; therefore, the data provided by the Police Officers refer to the 4th Quarter 2015.

DISCUSSION

Attached as Exhibit A are the quarterly statistics provided by the officers compiled into chart form showing the number of reports written and arrests made during this quarter of the fiscal year. These reports indicate that the number of crime reports written on Housing Authority properties made up 2.2 percent of the total number of reports written city wide and 2.1 percent of the arrests. The population of Housing Authority properties in relation to the city as a whole is 1.7 percent; therefore, the level of police report activity and the number of arrests are more than would be expected for a population of this size.

The Senior Property Manager meets frequently with the two assigned officers to determine if households are in non-compliance with their lease, and if so, enforces the lease. With the recent increase in reports on Housing Authority property, the two officers and Property Management staff met to review the cases and determine if there was an underlying issue to address at the complexes. Upon review of the reports, it was determined that the increase is due to minor, isolated, unrelated incidents that do not reflect an underlying issue.



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 predictable than the city.

Staff will continue to review the statistics regularly to determine if any negative 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/ZP

Attachments:

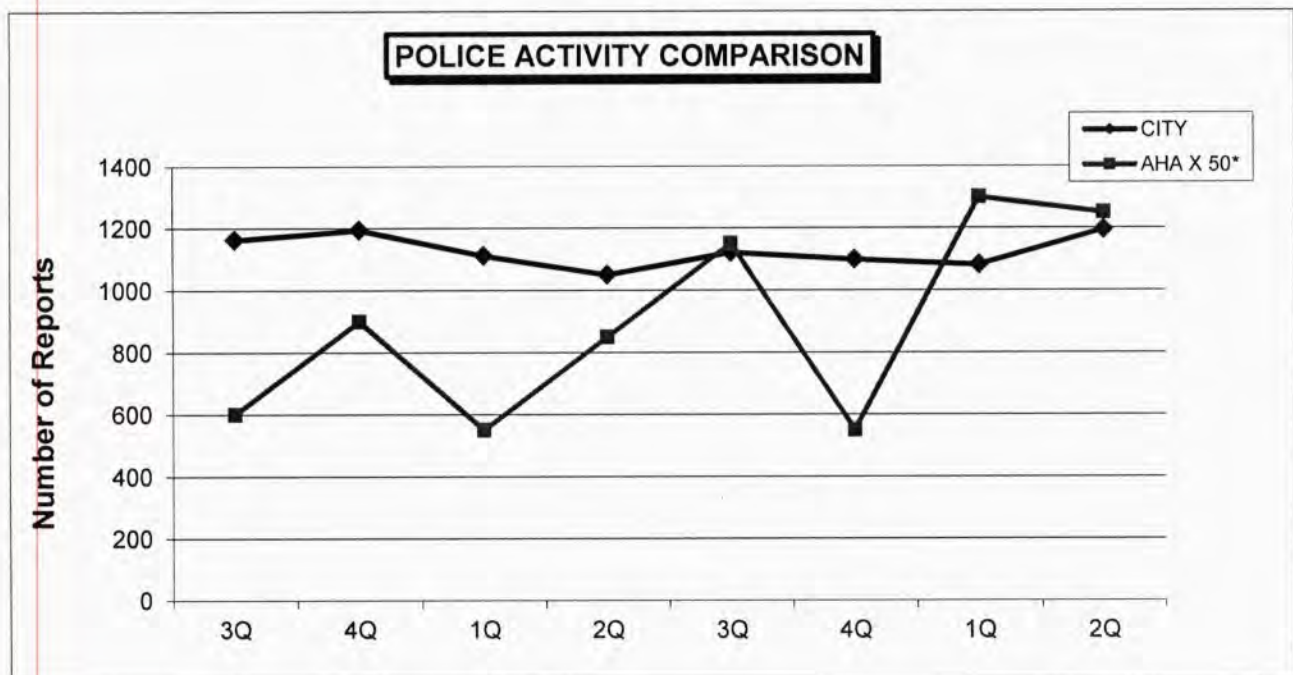
- A. Police Reports and Arrests Charts for 4th Quarter of 2015
- B. Police Activity Comparison over a Two-year Period

cc: Officer Joshua Ramirez
Officer Dustin Lorensen



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

	3Q FY14	4Q FY14	1Q FY15	2Q FY15	3Q FY15	4Q FY15	1Q FY16	2Q FY16
CITY	1163	1194	1112	1050	1122	1099	1082	1195
AHA X 50*	600	900	550	850	1150	550	1300	1250
AHA	12	18	11	17	23	11	26	25



* 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)

1/28/2016



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commission

From: Vanessa M. Cooper
Executive Director

Date: February 17, 2016

Re: Approve Revised Payment Standards for the Section 8 Housing Choice
Voucher program, effective April 2, 2016

BACKGROUND

HUD is required to annually review and publish Fair Market Rents (FMRs). HUD's proposed FMRs were published in the Federal Register on August 26, 2015, and published as final on December 11, 2015 with an immediate effective date. The FMRs for the Oakland-Fremont region provided for a reduction in payment standards for all bedroom sizes. The 4- and 5-bedroom FMRs decreased by more than 5%. A payment standard is the maximum amount of subsidy that AHA can pay to an owner on behalf of a voucher holder

Payment standard decreases are a large disincentive to landlords to remain in the Section 8 program and therefore advocacy efforts were started in September by East Bay Public Housing Authority Executive Directors. Executive Directors agreed to commission a rent survey, similar to the one that was done in 2013, to help educate HUD on the extent of rent increases in the East Bay. AHA acted as the contracting party, issuing an RFP in October. The successful bid was from ICF. The total cost of the survey was \$110,000 and because the costs were shared the final charge to AHA will be less than \$5,000. The data and report highlighted the discrepancy between FMRs and market rents. The report was submitted to HUD in late December and concluded:

"The weighted estimated 40th percentile gross rent for eligible units was \$2,119.50 for the Oakland-Fremont MSA for data collected in November and December, 2015. The 2015 published two-bedroom FMR for Oakland-Fremont MSA is \$1,585

As a result of this study, HUD revised the final FMRs and new FMRs published in the Federal Register on February 8, 2016. The following table shows the difference in the two recently published FMRs (The difference is approximately a 35% increase).



Bedrooms	0	1	2	3	4
2016 FMRs - published December 2015	\$1,025	\$1,235	\$1,562	\$2,177	\$2,427
Revised 2016 FMRs - published February 2016	\$1,380	\$1,663	\$2,103	\$2,932	\$3,268

FMRs are based on either the 40th or 50th percentile of rents charged for standard rental housing in the FMR areas. HUD requires Housing Authorities to set Payment Standards between 90% and 110% of the published FMR at the 40th percentile for each unit size, unless otherwise authorized. Higher, 50th percentile payment standards (called Success Rate Payment Standards) can be approved by HUD and are intended, in tight housing markets, to maximize leasing success for new admissions and expand housing opportunities for new and existing participant families. On July 1, 2015, AHA received such authorization from HUD and in September changed its payment standards to 110% of the 50th percentile of HUD's published Fair Market Rent (FMR) levels for the federal fiscal year 2015, with an effective date of September 2, 2015. When the 2016 final rents were published in December, AHA was authorized by HUD to remain with the 2015 Success Rate Payment Standards at 110% at the 50th percentile until new rents are approved.

DISCUSSION

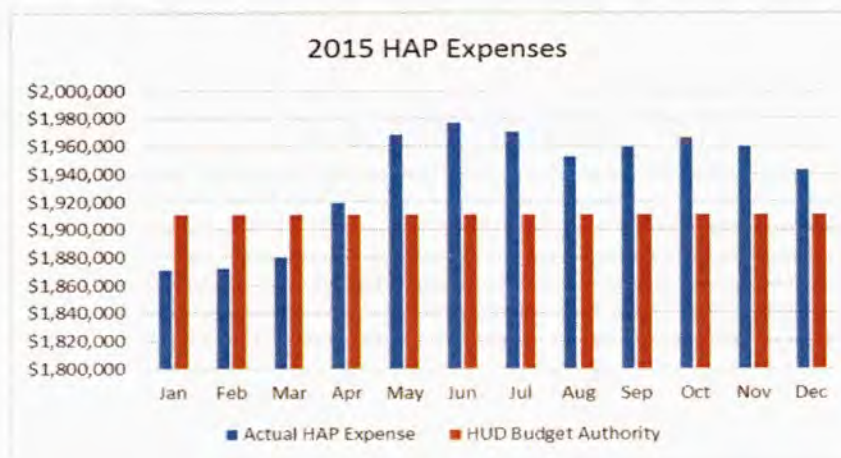
Even with the 2015 Success Rate payment Standards, Housing Choice Voucher participants still face difficulty finding affordable units. Newly-issued voucher holders (approximately 25 households) are experiencing extremely long search periods and some are in jeopardy of having to lose the voucher when it expires with no success in finding an affordable unit. Movers who are subject to a termination notice (approximately 30 households) face similar issues. Many current participants, face rent increases which bring the gross rent above the applicable payment standard which leads to higher out-of-pocket housing costs. These households are having difficulty relocating to more affordable units or making up the difference between the rent asked by the landlord and the payment standard applied. Recent analysis and feedback from current and prospective property owner partners indicates that owners are able to charge significantly higher rents to non-assisted residents, making it increasingly difficult for the Housing Authority to retain and attract quality units for the program, resulting in a less-than-optimal voucher utilization rate.



The chart above clearly shows the declining number of leased vouchers over the past year. However, between the beginning and end of 2015 the total amount expended for the voucher program increased due to the increased payment standards. Although HUD has approved higher FMRs, HUD does not increase the Budget Authority of an agency due to these higher effective rents. As a result, staff must closely manage the fiscal aspects of the HCV program with the annual budget authority and existing HUD held reserves. Fewer units can be assisted at a higher amount.

In CY 2015, AHA had a budget authority of \$22,924,428 (1845 units). Actual leasing was 19,560 unit months for the year (average of 1630 per month or 88.3% of units). Actual expenditure was \$23,240,377 or 99.6%. For FY 2016, we have leased on average 1588 units (86%) for a total HAP expense of \$13,764,429 which is 103% of our pro-rated budget authority for the first 7 months of our fiscal year.

The chart of HAP expenses over 2015 (below) shows the impact of prior payment standard increases approved by the Board in order to sustain lease up rates.



Discussion

Staff have a run a number of possible scenarios for new payment standards. To increase all units to the new 110% at the 40th percentile over the year would lead to a total projected HAP cost of \$25,848,274 which is \$2,200,810 (or 109%) over our annual budget authority. This would also exceed use of the agency's HUD-held HAP reserve of \$2,135,938.

As a result, AHA is proposing a tailored approach that will incentivize leasing in the areas where AHA has the most difficulty maintaining existing landlords and recruiting new landlords.

For landlords accepting HCV, we would increase the 1-bedroom units to 110% at the 40th percentile, as these are the units in greatest demand and shortest supply. For the 2- and 3- bedroom units that (strong demand, moderate supply) we would increase the payment standard to 105% of the 40th percentile. For the 4- and 5- bedroom units (moderate demand, moderate supply), we would set the payment standard at 99% of the 40th percentile. The average time to lease for a 1-bedroom voucher holder is 90 days and for a 2-bedroom voucher holder the average is 44 days. The average lease time for a 3-bedroom voucher holder is 67 days. The table below summarizes the applicable FMR levels, previous and current Payment Standards, and proposed Payment Standards:

Unit Size	5/1/2014 Payment Standards	7/2/2104 Payment Standards	11/2/2014 (110% of FMR at 40 th percentile)	9/2/2015 (110% of FMR at 50 th percentile)	Proposed	Basis
0	986	1035	1142	1232	1242	90% at 40th
1	1193	1305	1386	1493	1829	110% at 40th
2	1500	1640	1743	1878	2208	105% at 40th
3	2094	2204	2434	2623	3078	105% at 40th
4	2569	2704	2987	3218	3235	99% at 40th
5	2955	3100	3435	3701	3720	99% at 40th

If this recommendation is approved, the new payment standards would go into effect April 2, 2016 for new tenant-based Housing Assistance Payment (HAP) contracts (new admissions, unit changes, and offers of new lease requiring a new HAP contract).

For existing tenant-based voucher holders that remain in the same rental unit, the increased Payment Standard will be applied at the next regular (annual) re-examination for the participating family on or after the effective date of the increase in the payment standard as per HUD regulations. If a change in household composition during the HAP Contract term results in a change in the voucher "unit size" for that family under the Housing Authority's occupancy standards, the applicable unit size and payment standard in effect for that unit size at that time will be applied at the family's next regular

(annual) re-examination. Therefore, these proposed increases will affect in-place participants with May 1, 2016 regular (annual) re-examinations and beyond. New move-ins would be eligible to use the increased payment standards effective April 2, 2016.

Staff anticipates that increasing the Payment Standards will result in property owners requesting rent increases where eligible, as has happened during the past three Payment Standard increases. Because these increases have often had the unintended consequence of increasing resident rent share (rather than HAP subsidy) until the time of the resident's next annual re-examination, the Housing Authority will be asking property owners requesting rent increases to enter into new leases and HAP contracts. This will allow the Housing Authority to apply the increased Payment Standard immediately. This will also help maintain stable and affordable tenancies for both participants and the property owner and reduce administrative activity and costs associated with participant moves. It will, however, cause an immediate spike in administrative work for the staff that processes the increases.

Our Administrative Plan allows for the Project Based Voucher (PBV) payment standards to be different than the HCV payment standards. We are suggesting this approach since we have few recruitment difficulties with PBV properties though owners still need to be able to cover increasing costs of operations. These PBV payment standards would be set at lower amount than the HCV payment standards. All PBV owners were able to take advantage of significant increases in the payment standard in 2015 and the units rarely turn over. The only reason that the payment standards are being increased for some bedroom sizes is to keep in compliance with the restriction that all payment standards must be more than 90% of the current FMR. This decision may be revisited in 2017, if and when higher payment standards are announced by HUD or earlier if additional HAP funds are available. Due to limits on the reserves, it is important that funds be targeted at private market owners who will take HCV in an attempt to house more voucher holders.

HUD regulations permit changes to contract rents under Project-based Voucher HAP Contracts at the anniversary date of the PBV HAP Contract. Contract rents for AHA PBV must be determined as rent reasonable by an independent entity, which is currently the Oakland Housing Authority. By Housing Authority policy, approvable PBV contract rents must be set within the applicable Payment Standard minus the applicable utility allowance for each unit size.

PBV Proposed Payment Standards

Unit Size	9/2/2015 (110% of FMR at 50 th percentile)	Proposed	Basis
0	1232	1242	90% at 40th
1	1493	1497	90% at 40th
2	1878	1893	90% at 40th
3	2623	2639	90% at 40th
4	3218	3218	98% at 40th
5	3701	3701	98% at 40th

FINANCIAL IMPACT

The effect of these proposed increases in Payment Standards would be phased in over the coming year as all affected households complete the annual re-examination process and/or property owners request reasonable rent increases. It is difficult to precisely predict the impact of these increases, but we anticipate a 10% increase in HAP expenses as a result of this proposal. Over the course of the year we expect to expend 57% of the HUD-held HAP reserves, assuming a gradual implementation of the payment standards. Staff believes that the current HAP budget plus the HAP reserve will adequately cover the cost of the increased payments this in the coming year.

Staff also recognizes the need to plan carefully for the following year. PIH Notice 2015-03 governs the implementation of the Federal Fiscal Year 2015 Funding Provisions for the Housing Choice Voucher Program. This notice outlines the methods HUD uses year-to-year to fund Housing Assistance Payments (HAP) for the next fiscal year based on the last year's expenditures. The notice allows for HUD to increase a Housing Authority's budget authority to cover the expenses it incurred in the last year that did not result in over-leasing. The Housing Authority is not currently over-leased, so HUD should increase 2017 budget authority, HUD will not, however, rebuild the reserves we use in 2016. It will be important to monitor the use of the reserves actively. This information is provided monthly to the Board.

The current PBV regulations allow Housing Authorities to use reserve amounts in the calculation of budget authority when determining if additional PBV units can be awarded. There is a bill that has been recently approved by the House of Representatives that will change how this calculation is now performed to one based on voucher allocation rather than on budget authority.



As the amount of HAP paid per unit is increased, the Housing Authority will be unable to lease-up additional vouchers to reach the voucher allocation of 1,845 vouchers, so the

Housing Authority will be expending 100% of its budget, but may only be able to lease-up around 80% of its vouchers. This results in lower Administrative Fees for the Housing Authority because the Administrative Fee for the Housing Choice Voucher Program is paid on the number of vouchers under lease the first day of each month. As this number decreases due to a tight rental market and the expenditure of all HAP funds, the Administrative Fees for the Housing Authority to operate the Housing Choice Voucher program will decrease. The Housing Authority will need to explore all streamlining options offered by HUD (including triennial certifications for those on fixed income) since the fees to run the program will be less than in the past due to the decrease in number of vouchers utilized. This an unavoidable consequence of raising payment standards to maintain Section 8 Housing. As long as there is no increase in the HAP funding to allow for increased leasing most Bay Area PHAs will face a similar situation

Staff anticipates some staff expenses (over-time and/or compensatory time) associated with this proposal in order to revise annual re-examinations for May 1 to reflect the increased Payment Standards and in order to enter into new HAP contracts connected with reasonable and approved rent increases. We expect this cost will not exceed \$10,000. In the long term the fewer number of vouchers in place, accompanied by possible administratively streamlining should lead to less administrative work for the Housing Programs Department.

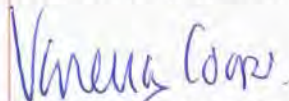
RECOMMENDATION

Staff recommends that the Board of Commissioners:

Revise the Payment Standards for the Section 8 Housing Choice Voucher program by increasing the Payment Standards to 90% of the 40th percentile of Fair Market Rent for the studio units, 110% of the 40th percentile of Fair Market Rent for the 1-bedroom units, to 105% of the 40th percentile of the Fair Market Rent for the 2- and 3-bedroom units, and to 99% of the 40th percentile of the Fair Market Rents for the 4- and 5-bedroom units, effective April 2, 2016.

Revise the Payment Standards for the Project-Based Voucher program by increasing the Payment Standards to 90% of the 40th percentile of Fair Market Rent for the 0-, 1-, 2-, and 3- bedroom units, and to 98% of the 40th percentile of the Fair Market Rents for the 4- and 5-bedroom units, effective April 2, 2016.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/VMC



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: Kara Korbel
Housing Programs Supervisor

Date: February 17, 2016

Re: Family Self Sufficiency Update

BACKGROUND

The Family Self-Sufficiency (FSS) program is an employment and savings incentive program for low-income families and individuals that have Housing Choice Vouchers (HCV). The FSS program is a five-year commitment, but enrollment is completely voluntary. Participation is open to any participant in the Housing Authority of the City of Alameda's (AHA) HCV program - no matter what education, age, work experience, career interests, or possible status as a person with a disability. The FSS program was reinstated at the Housing Authority in April 2011. In order to continue to receive funding a Housing Authority must maintain at a minimum 26 participants in the program annually. For 2016 the Housing Authority's goal is an enrollment of 35 FSS participants.

The role of the FSS Coordinator is to recruit interested voucher participants, build and maintain an FSS wait list, select and enroll eligible participants, and provide case management services during the enrolled participant's five-year Contract of Participation (COP) and Individualized Training and Service Plan (ITSP). Recruitment efforts continue year round with newsletter articles, flyers in annual re-exam packets, and presentations at eligibility briefings. The Head of Household is the only family member required to enter into a COP to participate in the program. All additional family members may receive case management services once the Head of Household has enrolled in the FSS program.

To successfully graduate under the COP, participants must be: suitably employed, based on the skills, training, and education of the head of household and available employment opportunities in the Housing Authority's jurisdiction. Additionally, participants need to provide written verification that no family member in the household has received any Federal, State or other Public Welfare assistance (cash aid) in the 12 months prior to the expiration of the COP or date of early expiration of contract; or if 30 percent of the family's monthly adjusted income equals or is greater than the Fair Market Rent amount for the



unit size for which the family qualifies. At that point, there is no need to verify if any family member is currently receiving Federal or State Welfare assistance.

DISCUSSION

At the end of the December 2015, there were 29 participants enrolled in the FSS program. During the calendar year 2015, two FSS participants moved out of AHA's jurisdiction without transferring their FSS participation with them. Excitingly, one FSS participant graduated two years early due to obtaining employment at a great paying job as a Registered Nurse and becoming over-income for subsidized rental assistance. She was able to collect over \$9,000.00 in escrow funds.

The year 2015 saw the continuation of the bi-monthly Parenting Support Workshops, which were implemented in March 2013 for FSS participants who are parents of pre-school and school-aged children. Topics discussed include progressive discipline, sibling rivalry, chore lists, anger management and single parenthood. Additionally, bi-monthly Goal Enrichment Meetings were implemented in July 2015, for FSS participants without children in the home and has been wonderfully received by many single participant households. Both groups are led by Karen Zeltzer, LCSW in private practice in Alameda.

The 2015 end-of-year report revealed that 16 FSS participants were able to maintain employment in the same job for over a 1-year period. Five participants acquired new jobs that paid a higher salary than their previous employment. Five participants started accruing money in their escrow accounts. A total of 20 participants out of 29 now have escrow accounts established.

Projections for 2016

April 2016 is the first month in which the five-year term of the initial COP will come to an end since the implementation of the program in 2011. There are 11 FSS participants whose COPs will expire in 2016. Of the 11 participants, only 6 appear eligible for successful graduation and will be recommended to receive accrued escrow account balance. The remaining 5 participants are persons with disabilities. While they did not successfully graduate from the program by obtaining suitable employment; they did receive valuable information, services, and support on household budgeting, credit counseling and job search activities which has enriched their lives. They remain eligible for and will continue receive HCV rental subsidy under the Housing Authority's jurisdiction.

We have two participants graduating in April 2016, both with large escrow accounts. At the time of graduation one participant will have accumulated over \$28,000.00, and the other accrued close to \$5,000 in escrow funds. Over the subsequent five months, four additional graduates will exit the program with escrow accounts totaling \$48,060. Approximate grand total of escrow funds distributed in 2016 is estimated to be \$81,060.00.

The loss of 11 participants in 2016, will lead to under enrollment in the AHA's FSS program. Currently, the FSS wait list has 10 families. Past statistics indicate, we will need



to interview five participants to achieve one enrollment. Therefore, massive recruitment activities are being planned starting with a March 24, 2016 event being held at Independence Plaza in the Ruth Rambeau Room. A second recruitment event is being held at Esperanza in April 2016. Additional outreach has been done in Vietnamese, Chinese, Spanish, Arabic and Tagalog.

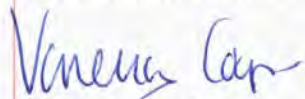
FINANCIAL IMPACT

There is no financial impact to the Housing Authority. All escrow funds will be coming from HAP provided by HUD.

RECOMMENDATION

This report is provided for informal purposes only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/KSK



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Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: ZeeLaura Page, Management Analyst

Date: February 17, 2016

Re: Information Technology Policy Revisions

BACKGROUND

The Housing Authority finalized the Information Technology Policy (the "Policy") on February 18, 2013. The Policy outlines the expected code of conduct associated with access to IT systems, and the acceptable and prohibited uses of all technology systems, equipment, and communication devices issued by the Housing Authority of the City of Alameda (AHA) used to conduct AHA business.

DISCUSSION

The proposed revisions to the Policy address the Housing Authority's intent to improve technological flexibility to conduct business, while maintaining compliance as it relates to acceptable and prohibited use of AHA information technology. The primary revision allows AHA staff to store and transfer public data onto portable devices. This accessibility to public information will allow staff the flexibility to conduct business off site, but does not extend to confidential information or data about tenants or participants.

The revisions also allow staff Wi-Fi access. The only personal use allowed on AHA equipment will be on approved devices such as the computer in the break room through the Wi-Fi. Additionally, staff can connect to the Housing Authority's Wi-Fi in the main building with personal devices.

Finally, minor edits were made to the policy to update staff designations, edit typographical errors, and correct discrepancy issues. All employees will be required to execute an Employee Certification and Receipt of Information Technology Policy, which will be filed and maintained in the employee's Personnel file.



FINANCIAL IMPACT

The revisions to the Information Technology policy will have no direct fiscal impact on the Housing Authority.

RECOMMENDATION

Staff recommends adoption of the proposed revisions to the Housing Authority Information Technology Policy.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

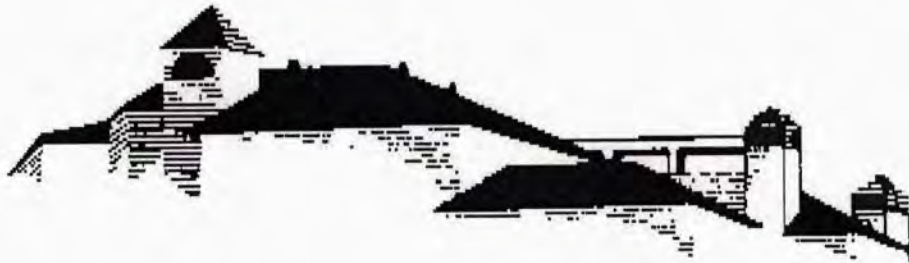
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Attachment: Information Technology Policy



Housing Authority of the City of Alameda

Information Technology Policy



February 18, 2013

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INFORMATION TECHNOLOGY POLICY

I. PURPOSE

The Information Technology Policy (the "Policy") outlines the expected code of conduct associated with access, acceptable and prohibited use of all technology systems, equipment and communication devices issued by the Housing Authority of the City of Alameda (AHA) and/or used to conduct AHA business. Employees should not expect any right to privacy as it relates to the physical equipment, systems, and/or the content of communication created, sent, received, stored and used, while on AHA time or conducting AHA business. Further, AHA reserves the right to monitor, audit or otherwise scrutinize both content and equipment at any time for any reason including when there is a reasonable suspicion that employee use of any AHA technology systems, equipment and communication devices violates AHA policy. All AHA-issued electronic equipment including, but not limited to: hardware, software, email systems, Intranet or Internet connections, telecommunication systems, laptops, cell phones, or such similar technological communication devices and all content created, stored, sent or received are the sole property of AHA and to be solely used for official business purposes. The only personal use allowed on AHA equipment will be on approved devices such as the computer in the break room. AHA reserves the right to review the use of this computer or limit websites accessed if concerns are raised such as a computer virus. Staff can also connect to the WiFi in the main building with personal devices.

At all times, AHA technology platforms are to be used in compliance with internal policies and all local, state and federal statutes. Failure to comply with these policies may result in disciplinary action in accordance with the Personnel Policy.

All employees will be required to execute an Employee Certification and Receipt of Information Technology Policy, which will be filed and maintained in the employee's Personnel file.

All IT related questions and requests for assistance should be directed to IT staff using the IT email: IT@alamedahsg.org.

II. DEFINITIONS OF TECHNOLOGY TERMS

Blog: A website with regular entries of commentary, descriptions of events, or other material such as graphics or video.

Communication Devices: Telephones, cell phones, two-way radios, etc.

Desktop: Personal computer (PC), workstation, etc.

Domain Name: A domain name is the way to identify and locate an address on the Internet, for example, johndoe@alamedahsg.org. The domain name is used to send email, make FTP requests, locate a website, etc.

Drive: A location on the AHA network where official AHA business files are saved and stored (e.g., G-S drive, U drive).

Electronic Mail: Email; a means of sending text messages or files between computers (e.g., Gmail).

File Transfer Protocol (FTP): Commonly used to upload or download programs and other files to a computer from other servers via a secure FTP connection.

~~**G Drive:** The AHA's shared drive where data is saved where access can be provided to employees on an individual level from "read-only" to "administrator" rights.~~

Hacking: Breaking or attempting to break into a network or server to which the violator has no authorization.

Home Page or Index page: This is the first page that appears when a website is accessed. It usually has links to other pages on the same website or to other websites.

Information Technology (IT): The AHA's array of network, hardware, software, and telephony resources that allows for the conduct of official business and the creation, sharing, and storing of files, emails and data.

Internet: The Internet is a series of globally-interconnected digital networks, communicating through a common communications (Internet Protocol) language, by which data and e-mail may be digitally exchanged in near real-time. It also is called the World Wide Web.

Intranet: AHA's internal website (or shared G-drive directory) with links for employees' use.

IT staff: AHA staff designated to manage IT hardware and software. At the time of this writing, IT staff includes the Director of Operations and Management two Management Analysts, in conjunction with a third party contractor.

Malware: Harmful executable programs such as viruses, worms, trojans or spyware that are installed on computers without the operator's knowledge.

PDA (Personal Digital Assistant): Any small mobile hand-held device that provides computing capability and information storage.

Peripheral: Electronic device attached to a desktop computer, such as a personal (non-networked) printer, scanner, etc.

Personal Identifiable Information (PII): Any piece of information which can potentially be used to uniquely identify, contact, or locate a single person, such as a client's or employee's social security number, address, driver's license, date of birth, etc. The

inadvertent release or loss of such client information may cause harm to the interests of the client, the privacy of which is governed by various local, state and federal statutes, such as Sarbanes-Oxley.

Policy: Primary computing policies of AHA as contained in this document.

RSA (Named after developers Rivest, Shamir and Adleman): An Internet encryption and authentication system that uses 'two-factor authentication', i.e. password-protected logon and a security access token to allow secure remote access to AHA servers.

Server: A computer that provides services to other computers (and their users) on a network (i.e., ~~Novell server for G-drive and Laserfiche server~~ or AHA domain server).

Shared Drives: The AHA's shared drives on which data is saved where access can be provided to employees on an individual level from "read only" to "administrator" rights.

Smartphone: A wireless telephone set with special computer-enabled features (e.g., ~~Blackberry~~ Android or Apple devices).

Social Media: Social media is content created by individuals using accessible and scalable technologies through the Internet. Examples of social media include Facebook, blogs, MySpace, RSS, YouTube, Second Life, Twitter, LinkedIn, Flickr, Wikipedia (except as a read-only source), etc.

Streaming: Downloading compressed, bandwidth-intensive real-time audio or video from the Internet to a computer.

Superuser: AHA employees who possess and exercise a high level of ability with software systems (e.g., Yardi, Laserfiche), and assist in the training of employees who use those systems and software administration.

Trojan: A malicious computer program hidden in a seemingly harmless computer program or process for later destructive use on a computer. See Malware.

U Drive: A drive assigned to an individual employee where work-related data is saved.

Ultra Mobile Personal Computers (UMPC): Very small, portable personal computing devices.

Vendor: Any landlord, company or other business enterprise with which the AHA does business.

Virus: Destructive computer code surreptitiously installed onto a computer via an 'infected' email or web page. See Malware.

Web Page: A single page on the Internet (as displayed by a web browser such as Microsoft's Internet Explorer).

World Wide Web (www): That part of the Internet which allows the publishing of information to a world-wide audience.

Worm: Self-replicating computer virus. See Malware.

III. EMPLOYEE RESPONSIBILITY

It is the responsibility of every employee to follow the directives as outlined and described throughout this Policy and to maintain compliance as it relates to acceptable and prohibited use of AHA information, systems, equipment, devices, and the contents thereof. All AHA technology systems, equipment and communication devices are intended for AHA business only.

IV. MANAGEMENT RESPONSIBILITY

AHA managers will play an active role in educating AHA employees, temporary employees and contractors and subcontractors about the proper use of AHA information technology systems, Intranet and Internet connections.

Department Directors are responsible for the informational content of their departments' communications, and the information placed on the AHA's Intranet and Internet websites. All managers are responsible for supervising employees' use of all AHA information technology systems, including Intranet and Internet connections.

Violations of this policy will be reported to the immediate supervisor of the employee who committed the violation. ~~Managers~~ Supervisors will not modify or suspend any terms or conditions of this Policy without written consent of the Executive Director.

V. AHA INFORMATION TECHNOLOGY SYSTEMS

A. **Network Access.** Employee access to the AHA network requires the employee's supervisor to contact IT staff to establish a login and password specific to the employee.

B. **Software Systems.** Access to email, Yardi, Laserfiche, etc. requires the supervisor to request specific access for the employee. The Management Analysts will establish a login and password. Access within these programs may be limited depending on the employee's function/capacity.

Superusers are those AHA employees who are the in-house "experts" on the AHA's primary software systems. They assist in the training and supervision of employees who use those systems. Superusers will undertake continuous ongoing training provided by AHA in their respective modules to stay current.

C. **Servers.** AHA servers are to be maintained and administered by qualified AHA staff and consultants only. No system administrator or database administrator rights

shall be assigned to anyone except to IT staff, authorized 3rd party technical consultants working on behalf of IT staff, or to temporary, qualified designees. Designees shall be determined by the Executive Director on a case-by-case basis. ~~The one exception is the replacement of back-up tapes in the servers. A member of staff has been assigned this responsibility.~~

D. **Desktop Computers.** All desktop computers (also known as PCs, workstations) deployed at AHA will be a standard model for all, unless a special technical need can be demonstrated for a computer with greater memory, computing power, specialized software, etc.

1. Desktop Computers shall be used for the purpose of carrying out AHA business only.
2. Employees are required to shut down their computers at the end of the day as directed by IT staff.

E. **Mobile Devices.** The authorized issuance of laptops, smaller portable computing devices such as cell phones, SmartPhones, PDA's, and similar, successive technologies, etc. to employees requires documentation on the Property Assignment and Retrieval form signed by the Director of Human Resources and Operations ~~Operations and Human Resources~~ and filed in the employee's personnel file. Non-approved devices must not be connected to the AHA network. With the exception of radios, AHA mobile devices must be pass-code or password-protected at all times, on or off AHA premises. All device users will follow IT policy and ensure their devices are password protected.

1. Those employees approved or required to use communication devices are required to obtain their supervisor(s) approvals before purchase and distribution.
2. Mobile devices, other than cell phones equipped with hands-free devices, will not be used when operating a motor vehicle.
3. Staff who have been approved by the Executive Director to utilize their personal devices (i.e. cell phone), in lieu of receiving an AHA issued phone or device, for AHA related business will receive a monthly stipend of \$30 per month. The dollar amount is established by and can be amended only by the Board of Commissioners.

A determination of who will be issued mobile devices will be made on a case by-case basis and substantiated by "business necessity." In the event of a disaster, IT protocols outlined in the disaster response document AHA Business Continuity Plan will take precedence ~~(Reference Business Continuity Plan)~~.

F. **Peripherals.** A request for a personal printer or other non-networked peripherals must be submitted to IT staff and requires authorization by the employee's supervisor ~~on a Supply Request form.~~

G. Telecommunications Equipment and Services. All land lines, cell phones, fax lines, etc. require approval from IT staff. Only IT staff can order or authorize the order of these services and equipment, with the exception of radios for maintenance staff. The Executive Director may make exceptions for the purchase of equipment in an emergency on a case-by-case basis.

Regardless of the means of communication, employees must communicate respectfully whether with other employees, vendors, clients, or the public. Appropriate language should always be used; profanity is never permitted. PII must never be shared. Communications, especially when using a two-way radio, should be kept short.

The AHA reserves the right to terminate AHA cell phone accounts. Unless otherwise approved in writing by the Executive Director or designee, AHA-issued cell phones will not be enabled for Internet, texting, file download, etc., ~~unless authorized by IT staff or the Executive Director.~~

H. Saving Data and Files. AHA employees will save work-related data and files to the G or U drives/shared drives on the main server, and not to the C drives of desktop computers or laptops. IT staff cannot be responsible for data and files saved to a C drive as there is no means of backup and retrieval in the event of a hard-drive crash. Unsaved changes to open files in open applications will be lost.

I. Portable Memory Storage Devices. Only IT staff-approved portable memory storage devices (also known as thumb drives, flash drives, mini drives, memory sticks) will be allowed for use on AHA equipment. All IT staff-issued portable memory storage devices will be encryption-enabled to prevent unauthorized users from accessing data, with the exception of data classified as public information. IT may allow staff to store public information on unencrypted portable devices.

J. Passwords. Employees are responsible for all activity performed with individual user IDs and passwords. A user ID and password may NOT be utilized by anyone but the individual to whom it has been issued. Sharing passwords is prohibited in all AHA systems (Novell Domain credentials, Laserfiche, etc.) and external or cloud-based systems and Internet websites used by the AHA (GoogleApps, Yardi, SafeRent, EZ-RRD, etc.). The following guidelines must be followed in the selection and maintenance of passwords:

1. Unique user ID and password are required.
2. Passwords must be a minimum of six characters long. Secure passwords containing upper and lower case letters, numbers, and symbols, are encouraged.
3. Systems must NOT be set to remember passwords.
4. Password reminders such as notes must not be placed anywhere they can be found easily, such as under or on phones, keyboards, PCs, monitors, mouse pads, desktops, etc.
5. Employees should refrain from using the same passwords on multiple systems to avoid compromising another system when one system is compromised.

6. Generally, after three incorrect logon attempts, employees will be locked out for a predetermined period of time. Call IT staff for assistance.
7. When prompted by a program to change your password, do so immediately. Do not simply add a number (e.g., alameda1, alameda2, etc.) or reverse the order (e.g., alameda1, 1alameda). Avoid using PII.

K. Remote Access. Remote access to the AHA network ~~may be~~ available in the future. ~~based on upon approval. When or if it becomes available, access~~ Access will be awarded on a case-by-case basis, and will require approval of IT staff or the Executive Director. Remote access shall require a two-step authentication process, ~~using an RSA (remote access) token and a password or other security techniques.~~

L. Network Management Tools. These tools are to be used by IT staff and authorized designees only. Security flaws are not to be tested by anyone other than IT. Security concerns must be forwarded to IT or the Executive Director for resolution.

M. Email. Employees will use professional etiquette when composing email; it is simply an alternative means of writing a letter or memorandum. The email system is not to be used for creating or distributing any offensive or disruptive message, including messages containing offensive comments about race, gender, sexual orientation, religious or political beliefs, national origin, disability, or containing profanity or pornography, or "chain" emails. Unlawful messages, such as emails that infringe on copyright are also prohibited. Remember email is subject to subpoena in legal cases; therefore, employees should use the same care that they use when composing a memorandum or a letter.

The size of email attachments will be regulated by IT staff to ensure the smooth operation of email systems. IT staff will address issues and technology changes as they become evident.

PII will not be emailed outside the confines of the AHA network. This prohibition also applies to the forwarding of official AHA files, data, etc. to personal email accounts.

If an employee is receiving unwanted and unsolicited email messages, the employee must report this activity to his/her supervisor or IT staff. The AHA will investigate each incident as necessary.

N. Email Disposition. All users should archive email messages of a work-related matter. Email messages that relate to mundane issues, such as a scheduled refrigerator cleaning or doughnuts available in the Break Room, may be deleted. If in doubt about whether to archive or delete messages, you should archive or seek further guidance from IT staff.

VI. AHA INTRANET AND INTERNET

The AHA Intranet (~~internal G drive directory~~), public website (www.alamedahsg.org), and Internet connections are fundamental tools required for operating Yardi, GoogleApps, and other cloud-based services, and to provide timely and critical AHA

information to employees, to increase public awareness of AHA programs, and to facilitate the agency's mission and program goals.

AHA provides a desktop computer in the breakroom that is designated for staff personal use during breaks and lunch. Staff are allowed to connect personal devices to AHA WiFi only.~~The use of AHA websites and Internet connections are for official business use only.~~ Do not use AHA technology systems, equipment and communication devices for personal use. –

All administrative, design, policy and technical questions regarding the AHA Intranet site and Internet website should be directed to IT staff.

VII. AHA SOCIAL MEDIA

In the future, the AHA may use social media and social network sites to further enhance communications with various stakeholder organizations in support of the AHA's goals and objectives. This may enable department managers to publish articles, facilitate discussions and communicate information through various media related to conducting AHA business. Social media also may facilitate further discussion of AHA issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

- A. **Obtaining Approval.** All AHA social media sites must be: 1) approved by the Executive Director and IT staff; 2) published using approved AHA social networking platform and tools; and 3) administered by IT staff or designee.
- B. **Public Disclosure.** All social network sites and entries will clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
- C. **Introductory Statement.** Each AHA social networking site will include an introductory statement which clearly specifies the purpose and scope of the social network site or blog. When possible, social networking sites should link back to the official AHA website for forms, documents, and other information.
- D. **Prohibited Content.** AHA social networking content and comments that contain any of the following will not be allowed to be posted:
 1. Comments not topically related to the particular site or article being commented upon;
 2. Profane language or content;
 3. Content that promotes, fosters, or perpetuates discrimination on the basis of race, ethnicity, creed, color, age, religion, gender, marital status, status with regard to public assistance, physical or mental disability, or sexual orientation;
 4. Sexual content or links to sexual content;
 5. Solicitations of commerce;

6. Conduct or encouragement of illegal activity;
 7. Information that may tend to compromise the safety or security of the public or public systems; or
 8. Content that violates a legal ownership interest of any other party.
- E. **Right to Remove Content.** The AHA reserves the right to restrict or remove any content that is deemed in violation of this IT Policy or any applicable law.
- F. **Site Maintenance.** All social networking sites will clearly indicate they are maintained by AHA and must abide by AHA policy and will have AHA contact information prominently displayed.
- G. **Security Policies.** AHA IT security policies shall apply to all social networking sites and articles.
- H. **Representing the AHA.** AHA Board members and employees represent the AHA; as such, ~~when~~ they must conduct themselves at all times as a representative of AHA and in accordance with all AHA policies.
- I. **Required Adherence to Policies.** AHA understands that Internet services are, and future social networking may become, common forms of communication in the workplace and among stakeholders and citizens. For rules on personal use of Social Media, see the Personnel Policy. If you choose to participate in social networks as an AHA employee or AHA Board member; you must adhere to the following guidelines:
1. AHA policies, rules, regulations and standards of conduct apply to employees that engage in social networking activities while conducting AHA business. Use of your AHA e-mail address and communicating in your official capacity will constitute conducting AHA business.
 2. The Executive Director or designee has the option of approving or disallowing employees to participate in future social networking sites as part of their job duties.
 3. Protect your privacy, the privacy of citizens, and the information that AHA holds. Follow all privacy protection laws (e.g., HIPPA) and protect sensitive, confidential information.
 4. Follow all copyright laws, public records laws, fair use and financial disclosure laws and any other laws that might apply to the AHA or your functional area.
 5. Do not cite vendors, suppliers, clients, citizens, co-workers or other stakeholders without their written approval.
 6. Correct your mistakes and do not alter previous posts without indicating that you have done so.
 7. Add value to AHA through your interaction. Provide worthwhile information and perspective.

VIII. PROHIBITED ACTIVITIES

AHA technology systems, equipment and communication devices are for AHA business only. In addition, it is against local, state, and federal laws to interfere with or disrupt the AHA network, servers, desktop computers, other network equipment, software systems or services. It also violates the policies of AHA. Such prohibited interference or disruption includes but is not limited to:

- A. **Hacking.** Using the network to force unauthorized entry (*hacking*) into other information technology network devices or resources. Unauthorized users must not attempt to enter any server, workstation or computer with (or without) Internet access. Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. 2510-22.
- B. **Introducing Viruses.** Introducing computer viruses, worms or trojans into the AHA network.
- C. **Unauthorized Use of Personal Identifiable Information (PII).** Downloading, copying, emailing, transmitting, etc., AHA-owned data, material, information, or software in violation of any local, state or federal law or AHA policies.
- D. **Spamming.** Distributing unsolicited advertising via email.
- E. **Chain Emails.** Chain emails are widely-distributed, non-business emails sent to dozens or hundreds of users. Creating, sending or forwarding chain emails is prohibited.
- F. **Sharing Passwords.** Sharing network system passwords.
- G. **Connecting Personal Devices to AHA Network.** Plugging in or attaching personal electronic devices to the AHA network is strictly prohibited. Personal devices can only be connected to AHA's WiFi.
- H. **Unauthorized Downloads.** Downloading games, non-authorized programs, music, video; playing games, using unauthorized programs on AHA desktops or laptops.
- I. **Degrading Bandwidth.** "Diluting" bandwidth by streaming non-authorized audio, video, or web services that serve to cause network slowdowns for AHA users.
- J. **Unauthorized Changes to Databases.** Making unauthorized changes or updates to any AHA database system. Making unauthorized changes to or deletions of any AHA data or files.
- K. **Unauthorized International Long Distance.** Making international long distance calls, texting, accessing Internet pages (*non-email* portals) from AHA-issued mobile devices or from AHA land lines without approval. As long as the AHA has a VOIP

telephone system and domestic long distance calling incurs no cost to the AHA, domestic long distance calling during non-work time is permitted.

- L. **Unauthorized IT Equipment Removal.** Moving, altering, or replacing IT equipment without authorization of IT staff is prohibited.
- M. **Using Removable Storage.** Use of *personally purchased* portable memory storage devices on AHA premises is prohibited; exceptions will be addressed by department-head or designee Executive Director or the Management Analysts on a case-by-case basis. Removing AHA-issued portable memory storage devices from AHA premises is prohibited. Exceptions will be made for business needs upon written approval of Ddepartment headsDirectors, based on written approval submitted to IT or Executive Director. The loading of PII such as social security numbers, payroll information, etc. onto portable memory storage devices, as well as onto CDs, floppy discs, external drives, etc. is strictly prohibited.
- N. **Personal Blogging on AHA Time.** Employees may not use AHA equipment or software on AHA time to conduct personal blogging or social network activities.
- O. **Posting Photos, Using Names or Other Confidential Information of AHA Employees, Customers, or Vendors on Personal Blogs.** Employees may not post photographs of other employees (without written consent), customers, or vendors on personal posts.
- P. **Linking Personal Blogs to AHA Website.** Employees may not link from a personal blog or social network to the AHA's website.

IX. Other Social Media Guidelines

The AHA respects the right of employees to use social media for self-publishing and self-expression during personal time. Unless specifically authorized by AHA to do so as part of the employee's position, employees are not permitted to use forms of social media or technology on the Internet during working hours or at any time on AHA computers or other AHA-supplied devices. Misuse of social media is grounds for discipline up to and including termination of employment and/or personal legal liability. Here are guidelines to help you avoid disciplinary action:

- A. Make it clear that you are speaking for yourself and not on behalf of the AHA. If you publish content on any website outside of the AHA's website and the content has something to do with the work you do or persons or topics associated with AHA, use a disclaimer such as "The postings on this site are my own and do not necessarily represent reflect the views of The Housing Authority of the City of AlamedaAHA-
position or opinion."

- B. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the AHA workplace. Avoid comments or topics that may be considered objectionable or inflammatory.
- C. If you identify yourself as an AHA employee, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, citizens and other stakeholders.

Employees are bound by the AHA's workplace policies when using social media, including policies such as the workplace standards outlined in the Personnel Policy, equal employment opportunity, anti-harassment, sexual harassment, confidentiality, and other related policies. These policies apply to the use of social media during non-working hours to the extent that the AHA is impacted in any way.

Be smart by protecting yourself, your privacy, and the AHA's confidential information. What you publish is widely accessible and will be around indefinitely, so consider the content carefully.

X. ENFORCEMENT

A. AHA will follow all applicable federal, state and local laws and regulations related to the administration of this information technology policy. Some examples of the statutory supports of this policy are as follows:

1. Federal Information Security Management Act of 2002 (FISMA). FISMA consists of Title III of the E-Government Act of 2002 (U.S. Public Law 104347) which became effective on April 17, 2003. Per FISMA, "information security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide:
 - a) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information... [authenticity];
 - b) Confidentiality, which means preserving authorized restrictions on access and disclosures, including means for protecting personal privacy and proprietary information; and
 - c) Availability, which means ensuring timely and reliable access to and use of information."

<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

2. Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. This statute spells out the types of unauthorized electronic activities that are unlawful. Some examples include:

Communication Interference (Denial of Service Attacks) - 18 U.S.C. §§. 1362 & 1030 (a)5(A)(i)

Privacy & Security - 18 U.S.C. §§ 2510 & 2511

Spamming - 18 U.S.C. § 1037

3. The Computer Fraud and Abuse Act (as amended 1994 and 1996) (18 U.S.C. §1030). This federal statute governs those who:
 - (i) Knowingly causes the transmission of a program, information, code, or command and, as a result of such conduct, intentionally causes damage without authorization, to a protected computer;
 - (ii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, recklessly causes damage; or
 - (iii) Intentionally accesses a protected computer without authorization and, as a result of such conduct, causes damage and loss;
4. California Penal Code Section 502. This law prescribes penalties for damaging, deleting, destroying data or otherwise disrupting computer operations.
5. California Public Records Act ("CPRA"), Government Code Section 6250. This statute requires the Housing Authority to make all public records available for inspection and to provide copies upon request.

B. Noncompliance

1. Failure to comply or willful violation of this IT Policy may be investigated and may result in disciplinary action against the employee in accordance with the Personnel Policy. When applicable, should the employee also violate federal, state or local laws, the AHA may notify the appropriate authorities and cooperate in any investigation as requested.
2. Employees will cooperate with any investigation regarding the use of AHA computer equipment and Internet usage.

Amended by Board of Commissioners on
February 17XX, 2016

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

**EMPLOYEE CERTIFICATION OF RECEIPT OF INFORMATION TECHNOLOGY (IT)
POLICY**

I certify that I have been trained, read and reviewed the AHA INFORMATION TECHNOLOGY POLICY. By signing this form, I acknowledge that this policy applies to me and I agree to comply with it.

Print name: _____

Signature: _____

Date: _____

cc: Employee Personnel File



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: Lynette Jordan
Director of Housing Programs

Date: February 17, 2016

Re: Update of Property Based Waiting List Openings

BACKGROUND

In 2015, Housing Authority of the City of Alameda (AHA) opened its Tenant-Based Housing Choice Voucher (HCV) waitlist and received over 30,000 applications, of which 750 applicants were randomly selected and placed on the HCV waitlist. AHA is now in the process of opening some of our Property Based waitlists.

The Tenant-Based (HCV), and Property-Based waitlist are managed by the Housing Programs Department (HPD). Currently HPD manages a total of 11 waitlist which house units under the HOME program, the Project-Based Voucher (PBV) program, other assistance programs, and the HCV program. In December 2015 we completed a purge of our largest PBV waitlist at Alameda Point Collaborative (APC). We also successfully completed right-sizing PBV tenants who were in units larger than their eligibility. Each of those families were either offered correct sized units in their current location, or within the AHA PBV property portfolio. If AHA was unable to right-size a family in either of these manners, families were offered Housing Choice Vouchers to relocate to a unit of their choosing.

Weekly planning sessions for the property- based waitlists began in January 2016 to establish policies, procedures, and resources needed to ensure an open, accessible, successful and smooth process for this event. The waitlist will be open for five days this year at a date to be announced, to accept on-line applications from which a limited number would be placed on the various property-based waitlists.

AHA will utilize the same online application process and software utilized last year which will be entirely on-line and accessible from computers, tablets, and smart phones. Due to the need for affordable housing in Alameda and the wider Bay area, and the long

period of time since our property-based waitlists were last available, we anticipate that thousands of applications will be received during this five day period.

DISCUSSION

Currently, the Housing Authority of the City of Alameda is accepting written comments on its proposed significant amendment and substantial deviation/modification to its annual plan. The proposed significant amendment includes an outline of the Housing Authority's Project Based Voucher Waitlist groupings. The Housing Authority is proposing combining many of the waitlists by bedroom size or target population, this will reduce the time it takes to fill vacancies. The public comment period opened on January 19, 2016 and is scheduled to close on Friday, March 4, 2016. A report will be provided to the Board at the March 16, 2016 meeting.

In addition to regenerating vibrant Project Based waitlists from which to boost the occupancy rate of our PBV units and assist families in need, this project will help fill other property based lists, and like the HCV opening in 2015 be a rewarding agency-wide and community-wide effort.

BUDGET CONSIDERATION/FINANCIAL IMPACT

The approved budget for this activity is \$30,000. Listed below is an estimate of costs.

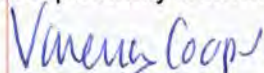
Estimated Costs

- Software cost- \$12,000
- Printing Cost-\$ 4,200
- Translation Services- \$ 5,000

RECOMMENDATION

This report is provided for review only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/LEJ



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

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: February 17, 2016

Re: Adopt Resolution to Accept a Quitclaim Deed from the City of Alameda for
the North Housing Project Site; Authorize Executive Director to Execute
Related Documents

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 approval requires the development of a 90-unit permanent supportive housing development and may include housing for veterans. The transfer mechanism will include transfer from the Navy to the City of Alameda (as the Local Reuse Authority or LRA), and subsequent transfer from the LRA to the Housing Authority.

The Navy issued a Finding of Suitability to Transfer (FOST) in October 2015, and the land is expected to be conveyed in the first half of 2016. Pursuant to the approval, Alameda Point Collaborative and Building Futures with Women and Children 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 Navy also plans to sell the remaining 20 acres of the North Housing site to a private developer.

A survey and legal description of the 13-acre parcel have been prepared on behalf of AHA, and an environmental Phase I report has been conducted. The AHA environmental consultant (Ninyo and Moore) is currently updating the Navy's previously published "Finding of No Significant Impact" (FONSI) report which is required to utilize federal funds to assist with project development.

DISCUSSION

Exhibit 1 shows the total 42 acre site that includes North Housing (13 acres), Estuary Park (7 acres), Habitat for Humanity site (2 acres) and 20 acres that will be sold to a

private developer by the navy. Once the North housing site is conveyed to the AHA, the schedule for development will depend upon the sale of the adjacent parcel by the Navy to a private developer. This was an intentional component of the original approval, because the cost to develop the underground infrastructure is extremely high. Hence, the AHA parcel will begin development once the private developer has replaced or installed water, sanitary sewer, storm water and other necessary services to the site. Although the pace may seem slow, there has been steady progress over the years, and the imminent transfer of the site is an exciting step as Housing Authority staff began working on the proposed North Housing project nearly eight years ago. If the private development

On March 16, 2016 there will be a joint workshop meeting between the Housing Authority Board of Commissioners and the board members of Alameda Point Collaborative and Building Futures with Women and Children. This meeting will provide the opportunity for staff to solicit input from board and community members and will serve as a 'kick-off' for the program and site planning process.

The attached Resolution will authorize the AHA to acquire the land through a Quitclaim Deed. The City Council will need to take a companion action to grant the Quitclaim Deed to the Housing Authority.

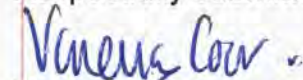
FINANCIAL IMPACT

As of February 1, 2016 project costs incurred include approximately \$40,000 for professional services such as surveys and environmental engineering. These contracts have been paid through CDBG funding as part of the approved 'North Housing Assessment Remediation' activity identified in the City's Annual Plan. Following the March 2016 Board meeting and once the Navy's timeline is confirmed, staff will prepare a project development plan and return to the Board for funding approvals and authorization to proceed.

RECOMMENDATION

Staff recommends Board adoption of the attached Resolution to accept a Quitclaim Deed form the City of Alameda and to authorize the Executive Director to execute related documents.

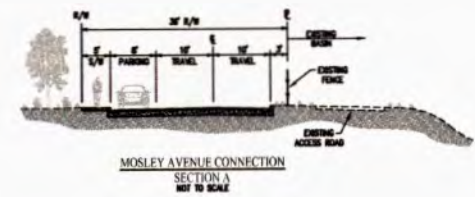
Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/VJ

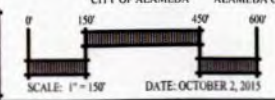
Exhibit 1 – North Housing Map
Exhibit 2 – Resolution with Legal Description



DRAFT

**NAVY TRANSFER - ALT 3A
NORTHERN HOUSING SITE
PRELIMINARY PARCELIZATION**

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA



DATE: OCTOBER 2, 2015

	Carlson, Barbee & Gibson, Inc.
	CIVIL ENGINEERS & SURVEYORS & PLANNERS
<small>4010 CHANDLER AVENUE, SUITE 300 SAN FRANCISCO, CALIFORNIA 94122</small>	<small>(415) 764-8300 WWW.CB&G.COM</small>

120

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

**AUTHORIZING THE EXECUTIVE DIRECTOR TO ACCEPT A
QUITCLAIM DEED FROM THE CITY OF ALAMEDA FOR THE
NORTH HOUSING PROJECT SITE**

WHEREAS, on November 5, 2007 the Navy declared 42 acres of the former Alameda Naval Station (**NAS ALAMEDA**) as surplus (**North Housing Parcel**) including existing housing structures, approximately 8 acres of recreational space and paved areas including roads and sidewalks; and

WHEREAS, pursuant to the McKinney-Vento Homeless Assistance Act of 1987 and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, the North Housing parcel must be made available to state and local governments and nonprofit organizations in order to meet the housing and service needs of the homeless population; and

WHEREAS, City of Alameda (acting as the Alameda Reuse and Redevelopment Authority and as **LRA**), Housing Authority of the City of Alameda, Alameda Point Collaborative, Inc. and Building Futures with Women and Children entered into an original Legally Binding Agreement in 2009 and an Amended and Restated Legally Binding Agreement, dated as of June 20, 2012 (as amended, **LBA**); and

WHEREAS, the purpose of the LBA is to provide for the transfer of 13 acres of the North Housing parcel (**Project Site**) to the LRA and then to the Housing Authority for development and operation of a housing project for the benefit of homeless persons and to address the needs of homeless persons (**Project**); and

WHEREAS, a proposed survey map and legal description of 13 acre Project Site (Exhibit A) have been provided by the Housing Authority to the Navy and subsequently accepted by the Navy; and

WHEREAS, to facilitate development of the Project on the Project Site it is necessary for the Housing Authority to accept conveyance of the Project Site pursuant to a quitclaim deed (the "Quitclaim Deed") from the LRA; and

WHEREAS, on February 21, 2016, the Housing Authority Board of Commissioners held a public meeting to consider the approval of the Quitclaim Deed after publishing notice of the public meeting as required by law, and heard all interested persons expressing a desire to comment thereon or object thereto, and considered the Quitclaim Deed; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners hereby approves the Quitclaim Deed, using its own independent judgment.

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby authorizes the Executive Director to accept the Quitclaim Deed (on file in the Office of the City Clerk and in the Housing Authority's public reference binder) subject to any minor conforming, technical or clarifying changes approved by the Executive Director and Housing Authority counsel. The Executive Director and Secretary of the Housing Authority are hereby further authorized and directed to take such further actions and execute and record such documents as are necessary to accept the Quitclaim Deed from the City of Alameda.

ATTEST:

Vanessa M. Cooper
Executive Director/Secretary

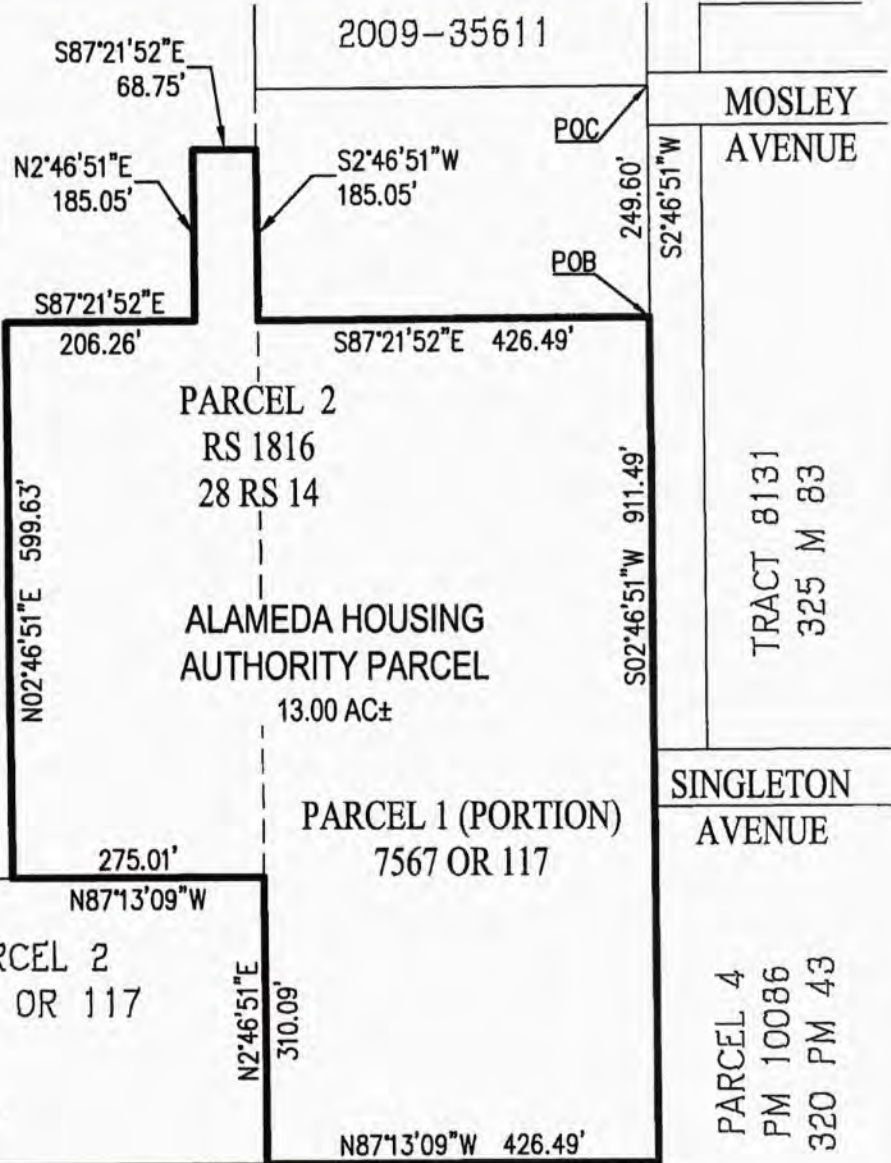
Arthur Kurrasch, Chair
Board of Commissioners

Adopted:

Date



REEL 1821,
IMAGE 494

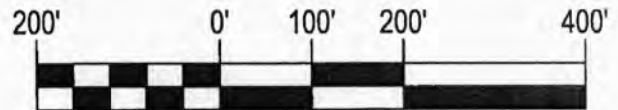


LEGEND:

POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT

NOTE: 6618 OR 339 (PORTION)

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).



GRAPHIC SCALE

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ALAMEDA HOUSING AUTHORITY PARCEL
ALAMEDA, CALIFORNIA

JANUARY 29, 2016

SHEET 1 OF 1

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

**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, AND 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, 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);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERN LINE OF SAID PARCEL 2 (28 RS 14), SOUTH 02°46'51" WEST 249.60 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 911.49 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 426.49 FEET TO THE SOUTHWESTERN CORNER OF SAID 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 310.09 FEET TO THE SOUTHEASTERN CORNER OF SAID PARCEL OF LAND (REEL 1812, IMAGE 494);

THENCE, FROM SAID SOUTHEASTERN CORNER, ALONG THE SOUTHERN LINE OF SAID PARCEL OF LAND (REEL 1812, IMAGE 494), NORTH 87°13'09" WEST 275.01 FEET;

THENCE, LEAVING SAID SOUTHERN LINE, NORTH 02°46'51" EAST 599.63 FEET;

THENCE, SOUTH 87°21'52" EAST 206.26 FEET;

THENCE, NORTH 02°46'51" EAST 185.05 FEET;

THENCE, SOUTH 87°21'52" EAST 68.75 FEET;

THENCE, SOUTH 02°46'51" WEST 185.05 FEET;

THENCE, SOUTH 87°21'52" EAST 426.49 FEET TO SAID POINT OF BEGINNING.

CONTAINING 13.00 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

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

125

Closure Report

Parcel Name: Site 1 - ALAMEDA HOUSING AUTHORITY PARCEL

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,114,465.7723'

East: 6,046,496.8931'

Segment# 1: Line

Course: S2°46'51"W

Length: 911.49'

North: 2,113,555.3557'

East: 6,046,452.6716'

Segment# 2: Line

Course: N87°13'09"W

Length: 426.49'

North: 2,113,576.0471'

East: 6,046,026.6838'

Segment# 3: Line

Course: N2°46'51"E

Length: 310.09'

North: 2,113,885.7719'

East: 6,046,041.7280'

Segment# 4: Line

Course: N87°13'09"W

Length: 275.01'

North: 2,113,899.1142'

East: 6,045,767.0419'

Segment# 5: Line

Course: N2°46'51"E

Length: 599.63'

North: 2,114,498.0381'

East: 6,045,796.1333'

Segment# 6: Line

Course: S87°21'52"E

Length: 206.26'

North: 2,114,488.5537'

East: 6,046,002.1751'

Segment# 7: Line

Course: N2°46'51"E

Length: 185.05'

North: 2,114,673.3858'

East: 6,046,011.1529'

Segment# 8: Line

126

Course: S87°21'52"E
North: 2,114,670.2244'

Length: 68.75'
East: 6,046,079.8302'

Segment# 9: Line
Course: S2°46'51"W
North: 2,114,485.3924'

Length: 185.05'
East: 6,046,070.8524'

Segment# 10: Line
Course: S87°21'52"E
North: 2,114,465.7811'

Length: 426.49'
East: 6,046,496.8913'

Perimeter: 3,594.31'
Error Closure: 0.0090
Error North : 0.00880

Area: 13.00Acre
Course: N11°44'36"W
East: -0.00183

Precision 1: 399,367.78

127



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

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: February 17, 2016

Re: Rosefield Village Project Update; Adopt a Resolution Authorizing the
Submission of a Joint Application with the City of Alameda to the State of
California Affordable Housing and Sustainable Communities Program;
Authorize the Executive Director to Execute Related Documents

BACKGROUND

In November 2015 the Board authorized staff to commence pre-development work on behalf of the Rosefield Village project. Rosefield Village is a 42 unit multi-family complex located between Eagle Avenue and Buena Vista Avenue. The property has previously been identified as a property with severe physical needs. In 2015, staff took two units out of service in order to assess a building leak and repair needs. A Physical Needs Assessment has been conducted and a structural engineer has prepared a preliminary report.

The Board also approved a preliminary project budget, committed \$1 million for pre-development expenses and authorized staff to submit a tax-exempt bond application to help with project financing. The Housing Authority is working with California Municipal Finance Authority to (CMFA) issue the bonds. CMFA is a bond issuing authority that was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds.

DISCUSSION

The proposed plan for Rosefield Village includes a substantial renovation of the existing 40 apartment units, the inclusion of six "Eagle Village" units on the south side of Buena Vista as part of Eagle Village Avenue, and some reconfiguration of the six units in four single buildings to add three new units plus community space. A map of the Rosefield site and adjacent Eagle units is attached as Exhibit I.

A preliminary feasibility analysis has been completed by the financial consultant (Community Economics). The rehabilitation of the property is estimated to cost \$18,000,000 including construction, financing and other project-related costs but exclusive of land. The sources of funds for the project will include tax-exempt bond financing, 4% Low Income Housing Tax Credits and some contribution from the Housing Authority. Staff is also proposing to use Community Development Block Grant (CDBG) funds that can be used only to develop new units within an existing building footprint. However, due to the extensive physical needs there will be a funding gap of at least \$5 million.

On January 29, 2016 the State of California Department of Housing and Community released a Notice of Funding Available for \$320 million of funds available through the Affordable Housing and Sustainable Communities (AHSC) program. The primary purpose of the program is to reduce overall greenhouse gas emissions (GHG) through innovative housing, transit and land programs and projects. The funds are available for housing development or preservation, transit projects that promote mode-shifts away from private autos and certain rural lands projects. Projects must include features and program that promote alternatives to private vehicles and that demonstrate collaboration among public partners. Housing and transit projects that apply jointly must be within ½ mile of one another.

The AHSC program provides an opportunity to obtain the gap funding needed to fund the Rosefield project. Staff has been working with the City Department of Public Works and has identified a companion transit project that also has a funding gap. The transit project includes the construction of a bike lane on the south side of Atlantic Ave. between Constitution and Webster, a mid-block crossing from AHA offices to the shopping plaza, and pedestrian safety improvements at the Webster/Atlantic intersection. The Atlantic segment bike trail is a critical segment of the cross-Alameda trail and is not yet funded.

If the financing scheme is successful, the project schedule is approximately as shown below:

DATE	TASK
March 2016	Initial Community meeting; Submit AHSC application
June 2016	Scope of Work and Cost Estimate; Community meeting; Adopt Relocation Plan; Submit Bond Application
August 2016	Community meeting; Finalize project design
October 2016	City Council Bond Hearing (TEFRA)
November 2016	Submit application for tax credits; solicit for General Contractor
January 2016	Bond and Tax credit Allocation
April 2017	Proposed loan closing and start of construction

When converted to a tax credit property, most of the same tenants are expected to be qualified to remain at Rosefield Village. A detailed temporary relocation plan will be prepared and meetings with tenants will be held throughout the year leading up to the start of construction. Prior to the construction closing, all tenants will be recertified for eligibility, new leases will be required and rent will be paid to the new owner. A tax

credit certified property management firms must be identified and submit its credentials at the time of the tax credit application, and the firm will begin to manage the property before the closing. A request for proposals for property management services was published on January 11, 2016 and responses are due on February 10th. A qualified firm must have experience with occupied rehabilitation projects and will be an instrumental partner of the transition to a tax credit property.

This project is Categorical Exempt under Sections 15301(a) (b) (e) (1) and (2) (n), Section 15303(b) and Section 15305 (a) of the California Environmental Quality Act.

FINANCIAL IMPACT

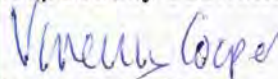
The Board has previously authorized a loan to Island City Development for pre-development expenses. To date, approximately \$10,000 has been spent for the CMFA application fee and professional services. The AHSC application costs will be approximately \$15,000 for consulting and professional services. All funds loaned to ICD are tracked separately and are documented with a Promissory Note. When the project closes with construction financing, most pre-development expenses are reimbursed.

When the project is developed, the Housing Authority is eligible to receive payments on the sale or ground lease of the property and to earn developer fee for project development.

RECOMMENDATION

Staff recommends adoption of the attached Resolution authorizing the submission of a joint application with the City of Alameda to the State of California Affordable Housing and Sustainable Communities Program and to authorize the Executive Director to execute related documents.

Respectfully submitted,


Vanessa M. Cooper
Executive Director

VMC/VJ

Exhibit I – Rosefield Village Map
Exhibit II - Resolution

AHA-OWNED PARCELS AT ROSEFIELD VILLAGE



EXHIBIT I

131

Yellow Parcel: APN 073-0426-005
Purple Parcel: APN 073-0426-006

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

AUTHORIZE THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM (AHSC); THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE AHSC PROGRAM.

WHEREAS:

A. Housing Authority of the City of Alameda, a Public Housing Authority, wishes to apply for and receive an allocation of funds through the Affordable Housing and Sustainable Communities Program; and

B. The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the AHSC Program. The AHSC Program furthers the purposes of AB32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008) by investing in projects that reduce GHG emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development.

C. The Housing Authority intends to work together with the City of Alameda Department of Public Works as joint applicants for AHSC funds.

C. Housing Authority of the City of Alameda wishes to submit an application to obtain from HCD an allocation of the AHSC funds in the amount of \$6,000,000.00

NOW THEREFORE, BE IT RESOLVED:

1. Housing Authority of the City of Alameda shall submit to HCD an application to participate in the AHSC Program in response to the NOFA issued on January 29, 2016, which will request a funding allocation in the amount of \$6,000,000.00 for the following activities: Housing Loan funds will be used for the rehabilitation of residential units at the Rosefield Village project and the construction of three new units, community and recreational space and bicycle storage; Transit Grant funds will support pedestrian and bicycle pathways, transit access improvements, and crosswalk and intersection improvements or construction.

2. If the application for funding is approved, the Housing Authority of the City of Alameda hereby agrees to use the AHSC Program funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program Guidelines. It also may execute any and all other instruments necessary or required by HCD for participation in the AHSC Program.

3. Housing Authority of the City of Alameda authorizes the Executive Director to execute in the name of the Housing Authority of the City of Alameda the application, the Standard Agreement, and all other documents required by HCD for participation in the AHSC Program and any amendments thereto.

ATTEST:

Arthur Kurrasch, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: Victoria Johnson
Housing and Community Development Director

Date: February 17, 2016

Re: Authorize the Executive Director to Execute Necessary Documents and
to Purchase Four Below Market Rate Units at 2100 Clement

BACKGROUND

The City of Alameda first implemented a requirement to develop affordable or below-market-rate (BMR) homes in 1986. In 2004, the City of Alameda amended the municipal Code (Ordinance 2926) to add section 30-16 "Inclusionary Housing Requirements for Residential Projects" which established specific guidelines for the development of the BMR units.

The City and the CIC have been responsible for the administration of the program since inception. When redevelopment agencies were dissolved in 2012, the Housing Authority became the Successor Housing Agency and assumed the City's responsibilities in administering the BMR Program. Today, AHA administers the program for all new development projects and monitors compliance for the existing portfolio of 104 BMR single-family homes as well as four affordable rental projects. A fifth rental project and 32 more for-sale homes are now under construction (or already sold) at Alameda Landing and Marina Shores. In most of these development projects, the units that are priced for moderate incomes are sold, and the units that are restricted for low and very low are developed as rental properties. However, a small number of the low and very low-income homes have been sold.

Once sold, a BMR unit is subject to a deed of trust that restricts the resale to another eligible buyer at the then affordable price for at least 59 years. If a home is sold, the 59-year period restarts. Further, buyers must sign a promissory note for the difference between the market price and the BMR price. The restriction documents also include a "right of first refusal" clause for the Housing Authority to purchase a BMR home. In the past, the Housing Authority has assisted with the resale of several homes but has not exercised this right.



DISCUSSION

Financial Overview

When the BMR program was initiated and for many years, the difference in value between the appraised value of a home and the restricted affordable price was not extreme. For example, a home was sold in the year 2000 to a low-income buyer for \$160,000 and the appraised value was \$240,000. The buyer had a first mortgage for \$145,000 and signed a promissory note for \$80,000 for the 'soft' second mortgage with the City. No payment of the second mortgage is due unless the home is rented or sold.

Since then, median income has increased modestly but home values have increased extremely. In 2016, the difference between the affordable sale price and the appraised value is between \$600,000 for homes sold at the moderate price level and over \$900,000 for homes sold at the very-low price level. A buyer who purchases a BMR home in 2016 will be required to sign a promissory note for this amount and City's deed of trust will be recorded against the property.

Another change since earlier BMR homes were sold is the average amount of monthly HOA fees that must be paid by owners. In 2000, average HOA fees were \$150 per month. In 2016, the monthly HOA and assessment fee for a three-bedroom condominium at Marina Shores will be \$452. The target income to purchase this unit is \$42,000 for a very low-income buyer and \$63,000 annually for a low-income buyer.

Staff has evaluated the facts related to the sale of these high value homes and has concerns about long-term feasibility and the impact on potential low-income buyers. For buyers who purchase condominiums, they may be unable to pay for the cost of assessments that are unknown at the time of initial purchase. For many owners, their net worth may always be negative because of the extremely high second mortgage. The ability to secure credit for other purposes may be affected because of overall debt to income ratio. There is tax benefit for owners that itemize deductions, but this has a small value based on the size of the first mortgage. Further, the equity building benefit of homeownership that can offset a high sale price for non-subsidized buyers is not available to low income buyers because the resale price is restricted to the same income level. For these reasons, staff believes that low and very low-income BMR units are often better operated as rental units than as owner-occupied, especially at a time when affordable rentals are extremely scarce. . The rental units will also be subject to a 59-year affordability restriction, which would restart if the units are sold for homeownership.

2100 Clement Ave.

In September 2015 the City Council approved the request by City Ventures to develop a 2.78-acre parcel located at 2100 Clement Ave. The project includes a total of 52 residential units of which seven will be designated as affordable. This includes three moderate, two low and two very low-income units. The developer plans to sell the four moderately priced homes to eligible buyers, and has offered the four low and very low-



income units to be purchased by the Housing Authority. A site plan is attached as Exhibit 1.

The sale price of the home is set according to the very low or low-income affordability level. The estimated sale price of the very low units is \$103,000 and the estimated price of the low units is \$216,000. The average per unit investment of \$168,750 is very reasonable if compared to AHA investment in other new rental properties under development. The return on investment will be secure whether the units are rented or resold. This is a significantly lower cost than if the AHA were to construct the units, and the homes will be available to occupy earlier than units that are built through the tax credit program or that could be self-built. A chart that outlines the basis of the sale price – as if sold to an eligible buyer - is attached as Exhibit 2. Once purchased, AHA will rent to income-qualified tenants. The home can be sold by AHA at any time to an income eligible buyer who would be subject to all BMR program guidelines.

Staff has met and discussed this opportunity with City staff and the necessary revisions to the City's Affordable Housing Agreement have been reviewed and approved by the City Attorney's office.

FINANCIAL IMPACT

The source of funds for the property purchase shall be Housing Authority funds from the Esperanza refinancing that are reserved for housing development. This activity would be included within the budget for FY 16-17. The affordable rents collected are expected to exceed all operating costs such as insurance, HOA fees, inspections and routine maintenance. If the homes continue to be rented, all of the initial investment would be repaid in 15 years or less. Yard maintenance will be performed by the HOA and the units will be subject to an annual inspection by the Housing Authority. Funds will also be deposited into a dedicated reserve account for major maintenance and repairs.

RECOMMENDATION

Authorize the Executive Director to execute necessary documents and to purchase four Below Market Rate units at 2100 Clement Street for a total cost not to exceed \$700,000.

Respectfully submitted,



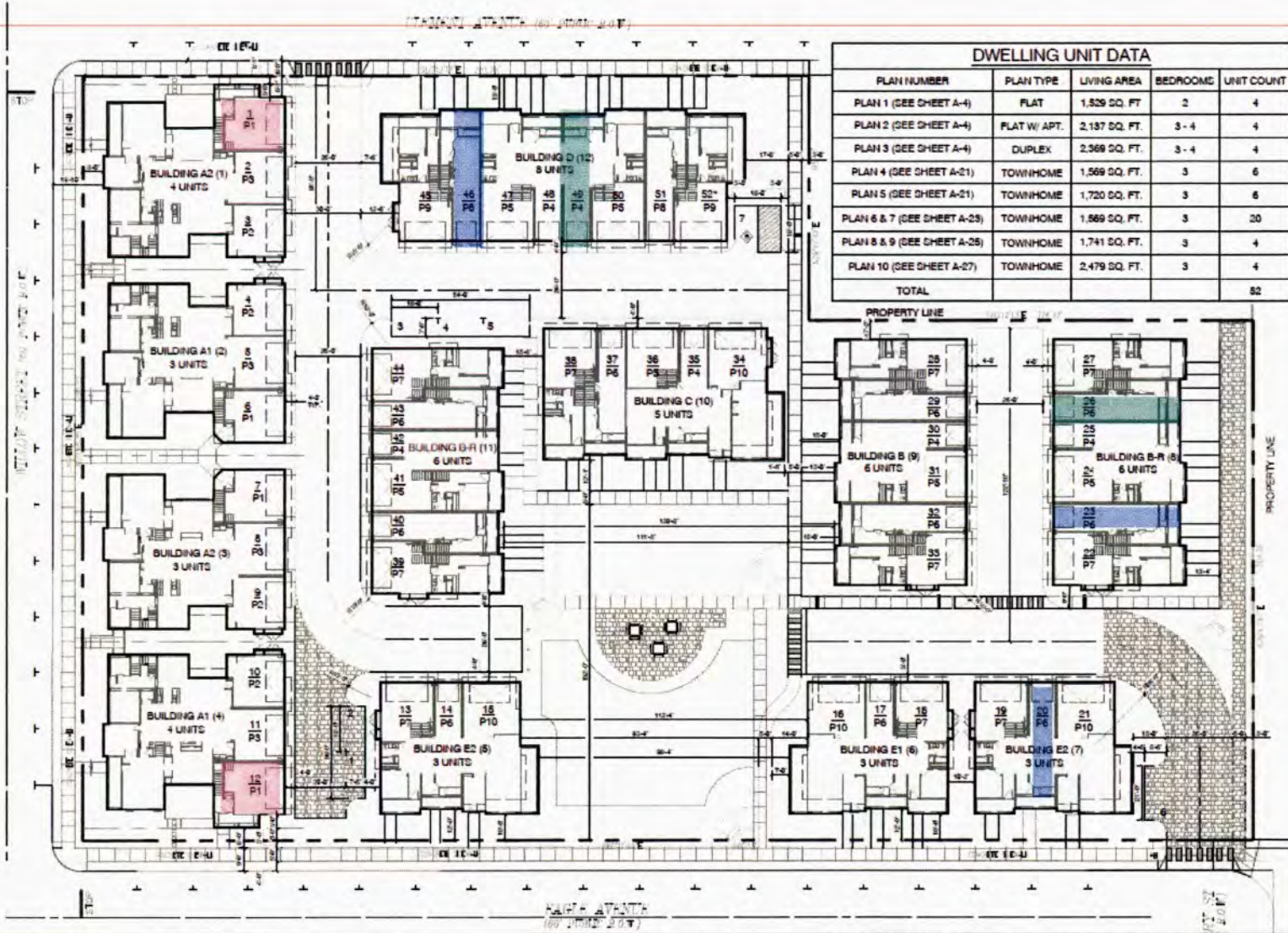
Vanessa M. Cooper
Executive Director

VMC:VJ

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**EXHIBIT 1
AFFORDABLE HOUSING SITE PLAN**

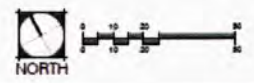


DWELLING UNIT DATA				
PLAN NUMBER	PLAN TYPE	LIVING AREA	BEDROOMS	UNIT COUNT
PLAN 1 (SEE SHEET A-4)	FLAT	1,529 SQ. FT.	2	4
PLAN 2 (SEE SHEET A-4)	FLAT W/ APT.	2,137 SQ. FT.	3 - 4	4
PLAN 3 (SEE SHEET A-4)	DUPLEX	2,369 SQ. FT.	3 - 4	4
PLAN 4 (SEE SHEET A-21)	TOWNHOME	1,569 SQ. FT.	3	6
PLAN 5 (SEE SHEET A-21)	TOWNHOME	1,720 SQ. FT.	3	6
PLAN 6 & 7 (SEE SHEET A-25)	TOWNHOME	1,869 SQ. FT.	3	20
PLAN 8 & 9 (SEE SHEET A-25)	TOWNHOME	1,741 SQ. FT.	3	4
PLAN 10 (SEE SHEET A-27)	TOWNHOME	2,479 SQ. FT.	3	4
TOTAL				52

- 2 Very Low Units**
 - Plan 1 on Lot 1
 - Plan 1 on Lot 12

- 2 Low Units**
 - Plan 6 on Lot 26
 - Plan 4 on Lot 49

- 3 Moderate Units**
 - Plan 8 on Lot 20
 - Plan 6 on Lot 23
 - Plan 6 on Lot 46



2100 CLEMENT AVENUE
CITY VENTURES
ALAMEDA, CALIFORNIA



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444 Spear Street, Suite 105
San Francisco, CA 94105
www.hunthalejones.com

T. 415-512-1300
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SITE PLAN
SP-1

SCALE: 1:20
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 07.02.2015

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ELEVATION NOTES

- MATERIALS**
1. COMPOSITE SHINGLE ROOF
 2. LAP SIDING 1/4" BEVEL
 3. LAP SIDING 1/2" BEVEL
 4. SHINGLE SIDING
 5. BOARD AND BATTEN SIDING WITH SPACING
 6. BOARD AND BATTEN SIDING WITH SPACING
 7. GABLE VENT
 8. FRENCH PANELS OR DECORATIVE HOBBLEFENCE
 9. 5/2" LANDSCAPE CORNBOW
 10. CEDAR WOOD CORNELL AND ROSE
 11. PAINTED WOOD OR EQUAL PANELS AND TRIM
 12. 4" GUIDINGE
 13. 2" HANDRAIL
 14. 12" SQUARE PORCH COLUMN
 15. ENTRY DOOR
 16. FOLD-UP GARAGE DOOR
 17. PAINTED WOOD OR EQUAL FINISH TRIM
 18. CUTTER AND DOWNSPOUT
 19. SOLAR PANEL - PRECISE LOCATION TO BE SPECIFIED BY SOLAR CONSULTANT



RIGHT ELEVATION

BUILDING A2



FRONT ELEVATION

BUILDING A2



BUILDING A2

BUILDING A1



REAR ELEVATION

BUILDING A2



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EXTERIOR ELEVATIONS - BUILDING A2

A-2

SCALE: 1/8" = 1'-0"
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 06.11.2015

ELEVATION NOTES

- MATERIALS**
1. COMPOSITE SHINGLE ROOF
 2. LAP SIDING 12" REVEAL
 3. LAP SIDING 12" REVEAL
 4. SHINGLE SIDING
 5. BOARD AND BATTEN SIDING WITH 1" SPACING
 6. BOARD AND BATTEN SIDING WITH 1" SPACING
 7. GABLE VENT
 8. PRIORITY FENCE OR DECORATIVE PICKET FENCE (SEE LANDSCAPE DRAWINGS)
 9. DECORATIVE WOOD COVERING AND HOOKS
 10. PAINTED WOOD FOR GULLY PANELS AND TRIM
 11. 4" GULLY PANEL
 12. 2" HANGING
 13. 1" SQUARE PORCH COLUMN
 14. ENTRY DOOR
 15. ROLL-UP GARAGE DOOR
 16. PAINTED WOOD FOR SOLAR PANEL FRAME TRIM
 17. GUTTER AND DOWNSPOUT
 18. SOLAR PANELS - PRECISE LOCATION TO BE PROVIDED BY SOLAR CONSULTANT



RIGHT ELEVATION

BUILDING A1



FRONT ELEVATION

BUILDING A1



LEFT ELEVATION

BUILDING A1



REAR ELEVATION

BUILDING A1



City Ventures

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San Francisco, CA 94105
www.hunthalejones.com

T. 415-512-1300
F. 415-268-0288

EXTERIOR ELEVATIONS - BUILDING A1

A-1

SCALE: 1/8" = 1'-0"
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 06.11.2015

ELEVATION NOTES

- MATERIALS**
1. COMPOSITE SHINGLE ROOF
 2. LAF GONG W / 8' REVEAL
 3. LAF GONG W / 12' REVEAL
 4. SHINGLE SIDING
 5. BOARD AND BATTEN SIDING WITH SPACING
 6. BOARD AND BATTEN SIDING WITH SPACING
 7. GABLE VENT
 8. PNEUMATIC FENCE ON CONCRETE RICKET FENCE. SEE LANDSCAPE DRAWINGS.
 9. DECORATIVE WOOD COBBLE AND KICKER
 10. PAINTED WOOD FOR EQUALS PANELS AND TRIM
 11. 42" GLAZING
 12. 36" HANDRAIL
 13. 12" SQUARE PORCH COLUMN
 14. ENTRY ROOF
 15. ROLL-UP GARAGE DOOR
 16. PAINTED WOOD FOR EQUALS FENCE TRIM
 17. FILTER AND DOWNSPOUT
 18. SOLAR AIRWAY. FENCE LOCATION TO BE DETERMINED BY SOLAR CONSULTANT.



LEFT ELEVATION

BUILDING B



RIGHT ELEVATION

BUILDING B



FRONT ELEVATION

BUILDING B (UNITS 22 - 44 SHOWN)



REAR ELEVATION

BUILDING B



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F. 415-288-0268

EXTERIOR ELEVATIONS - BLDG. B

A-6

SCALE 1/8" = 1'-0"
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 06.11.2015



LEFT ELEVATION

BUILDING D



FRONT ELEVATION

BUILDING D



RIGHT ELEVATION

BUILDING D

ELEVATION NOTES

- FINISHES
1. COMPOSITE SHINGLE ROOF
 2. LAF SIDING W/ 1/2 REVEAL
 3. LAF SIDING W/ 1/2 REVEAL
 4. SHINGLE SIDING
 5. BOARD AND BATTEN SIDING WITH 1/2 SPACING
 6. BOARD AND BATTEN SIDING WITH 1/2 SPACING
 7. CABLE KIRT
 8. PRIVACY FENCE OR DECORATIVE PICKET FENCE
 9. 100 LAMINATE CHAIRBLOCK
 10. PRESERVATIVE WOOD COATING AND RESEAL
 11. PAINTED WOOD FOR EXTERIOR FINISHES AND TRIM
 12. 42' GLAZING
 13. 42' GLAZING
 14. 12" SQUARE PINEHILL COLUMN
 15. BATHY DOOR
 16. PULL-UP CHARGE DOOR
 17. PAINTED WOOD FOR EXTERIOR FINISHES TRIM
 18. GUTTER AND DOWNSPOUTS
 19. SOLAR ARRAY - PRECISE LOCATION TO BE SPECIFIED BY SOLAR CONSULTANT



REAR ELEVATION

BUILDING D



City Ventures

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F. 415-288-0288

EXTERIOR ELEVATIONS - BLDG. D

A-12

SCALE: 1/8" = 1'-0"
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 06.11.2015

ELEVATION NOTES

- MATERIALS**
1. COMPOSITE SHINGLE ROOF
 2. LAP SIDING / 4" REVEAL
 3. LAP SIDING / 1" REVEAL
 4. SHINGLE TONGS
 5. SIDING AND BATTEN SIDING WITH SPACING
 6. SIDING AND BATTEN SIDING WITH SPACING
 7. TABLE VENT
 8. FRENCH FENCE OR DECORATIVE PICKET FENCE. SEE LANDSCAPE DRAWINGS.
 9. DECORATIVE WOOD CORNICE AND ARCHER
 10. PAINTED WOOD (OR EQUAL) TRAILER AND TRIM
 11. 4" QUADRANT
 12. 3" HANDRAIL
 13. 12" SQUARE PORCH COLUMN
 14. ENTRY DOOR
 15. ROLL UP GARAGE DOOR
 16. PAINTED WOOD (OR EQUAL) TRAILER TRIM
 17. GUTTER AND DOWNSPOUT
 18. SOLAR SHINY - PRORISE LOCATION TO BE SPECIFIED BY SOLAR CONSULTANT



LEFT ELEVATION

BUILDING E2



RIGHT ELEVATION

BUILDING E2



FRONT ELEVATION

BUILDING E2 (UNITS 13 - 21 SHOWN)



REAR ELEVATION

BUILDING E2



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EXTERIOR ELEVATIONS - BLDG E2

A-18

SCALE: 1/8" = 1'-0"
SUBMITTAL DATE: 10.10.2014
PROJECT: 317033
REV: 06.11.2015

	Alameda County			Prop Taxes	Homeowners				Total Monthly	Total Monthly Housing	
	Annual Income	Monthly Income	Monthly P&I	(1.1747%)	Insurance (.5%)	Utilities	HOA	Housing Cost	Cost as a % of Monthly	Income	Sales Price
<i>Very Low</i>											
Very Low (2 Bedrooms) Lots 1 and Lot 12	\$ 42,100	\$ 3,508.33	\$483.57	\$ 100.83	\$ 42.92	\$ 190.00	\$ 230.00	\$1,047.31	29.85%		\$ 103,000
<i>Low</i>											
Low (3 Bedrooms) Lots 26 and Lot 49	\$ 71,600	\$ 5,966.67	\$1,014.08	\$ 211.45	\$ 90.00	\$ 240.00	\$ 230.00	\$ 1,785.53	29.93%		\$ 216,000
<i>Moderate</i>											
Moderate (3 Bedrooms) Lots 20, 23, 46	\$ 112,200	\$ 9,350.00	\$1,798.12	\$ 374.93	\$ 159.58	\$ 240.00	\$ 230.00	\$ 2,802.63	29.97%		\$ 383,000
Mortgage Rate		4.750%	Cal FHA 30 yr fixed is currently 4%								
Mortgae Amount		90%									

*2015, State Income Limits (Alameda County)

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Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commission

From: Vanessa M. Cooper
Executive Director

Date: February 17, 2016

Re: Approve a Policy on Local, State and Federal Lobbying

BACKGROUND

Federal law and HUD regulations (including 24 CFR Part 87, the US Code Title 31.II.13.II.1352 and HUD Handbook 7570.1) places restrictions on the use of federal funds for lobbying activities and sets certain requirements on disclosure of lobbying activities.

DISCUSSION

AHA has not undertaken any lobbying activities since early 2013. From 2009 to 2014, AHA expended \$182,600 under a contract with Murray Montgomery & O'Donnell to assist AHA in obtaining a Moving to Work (MTW) designation. The work performed by the firm including the preparation and submission of an 'Appropriations Request Form' including letters of support in several fiscal years. This is a standard and acceptable practice for government agencies seeking specific legislative action.

HUD has reviewed a number of Public Housing Agencies for accurate reporting of lobbying activities over the past few years, including requesting clarifications from AHA. In 2015, a report was published by the Office of Inspector General (OIG) on HUD's enforcement of the lobbying regulations and reported potential misreporting by AHA and a number of other PHAs. AHA's position is that these payments were for non-reportable activities. Prior enquiries from HUD on this topic have been responded in a timely manner and with assistance from legal counsel. Staff are collecting and reviewing the records at this time.

Staff has previously submitted Form HUD SF-LLL (Disclosure of Lobbying Activities (PHAs receiving CFP grants only) as part of the reporting on the annual plan and any Project Basing of vouchers. AHA has not received a Capital Fund grant since FY2008-2009 and the hence the last Form SF-LLL included within the Annual Plan was 2008-



2009 (dated 12/17/2008) until 2015, when it was added a precautionary measure, although there was no data to submit.

HUD Office of Public and Indian Housing, Office of Field Office Operations (OFO), Staff from the Quality Assurance Subsystem (QASS) of the Real Estate Assessment Center (REAC) will be performing an assessment of compliance at AHA with lobbying disclosure requirements in early March 2016.

While not legally required, it is best practice to have a written lobbying policy so that staff and Board are aware of and comply with the restrictions placed on lobbying. This policy replaces any prior Board-approved or Executive Director-approved policy and is immediately effective.

FINANCIAL IMPACT

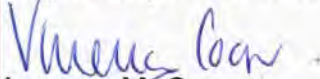
There is no significant financial impact of this policy. This memo and the policy has been reviewed by legal counsel.

RECOMMENDATION

Staff recommends that the Board of Commissioners:

Approve a policy on local, state and federal lobbying

Respectfully submitted,


Vanessa M. Cooper
Executive Director

Attachment

VMC/VMC



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commission

From: Vanessa M. Cooper
Executive Director

Date: February 17, 2016

Re: Alameda Housing Authority Policy on Local, State and Federal Lobbying

All contracts with registered lobbyists (federal, state and local) must state a not to exceed amount and be approved by the Board of Commissioners in public session, irrespective of the amount of the contract.

Only the Executive Director may engage work by a lobbyist on Alameda Housing Authority's (AHA) behalf and only subject to a Contract approved by the Board of Commissioners. No other staff or Board Members are eligible to contract with or engage work with a registered lobbyist on behalf of AHA.

No federal funds may be used to pay lobbyists. All state, local and federal reporting requirements for lobbyists will be adhered to. At least once a year the AHA will file form HUD Form LLL, Disclosure of Lobbying Activities, with HUD – along with any other necessary forms, usually at the time of the submission of the annual plan.

Any lobbyist under contract with the AHA must complete and submit to AHA a California Fair Political Practices Commission Form 700 Statement of Economic Interests annually.

The Executive Director will report on all payments, if any, to a registered lobbyist at least once a year at the Board Meeting.



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Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared by: Janet Basta
Director of Human Resources and Operations

Date: February 17, 2016

Re: Authorize the Executive Director to Offer a One-Time Vacation Pay-Out

BACKGROUND

The purpose of this memo is to request that the Board authorize the Executive Director to offer an opportunity to staff to request a vacation pay-out in March 2016.

DISCUSSION

We are asking the Board to consider allowing qualifying employees to request a one-time pay-out of some of their vacation leave. AHA does not currently have a vacation pay-out policy included in its Personnel Policy. We are considering adding this policy in future revisions, and would like to pilot this in the next month to determine staff interest in this option.

While we encourage staff to use their vacation leave, there are a number of employees with high balances, due to longevity with the organization. This results in:

- Occasional last minute requests for time off when staff realize they will hit their accrual cap and need to use some vacation time to bring their balances down (and thus be able to continue to accrue vacation leave)
- Additional liability on AHA's financial books, as accrued leave is recorded as a liability, and higher payout amounts when staff leave AHA as vacation at termination of employment is paid out at the final salary level

There would be restrictions on the availability of this option to staff, as outlined below.

If the Board approves this request, vacation pay-out would be limited to 60 hours, and employees who request a vacation pay-out would be required to have 80 hours of



vacation leave remaining after the pay-out. Employees would need to make a request by Friday, March 4, 2016 so they would have approximately two weeks to consider if they would like to take advantage of this offering. Additional criteria include:

- Vacation pay-out would be available to full-time regular employees who have completed their probationary period; no other employees would be eligible to participate;
- Employees who wish to sell vacation leave must have used a minimum of 60 hours of vacation leave in the prior 12 months;
- Vacation pay-out requests would need to be made in one hour increments; and
- Vacation pay-out would be a final transaction, i.e., vacation leave may not be reinstated once it has been paid out to the employee.

We currently have twenty-three (23) employees who have accrued more than 80 hours of vacation leave. A detailed analysis has not been completed to determine if they meet the additional criteria (i.e., have used 60 hours of vacation leave) in the past 12 months, but it is anticipated that the majority of these employees would have.

Offering vacation pay-out on a pilot basis will provide us with information and data that will be valuable as we consider whether or not to propose including this policy in the upcoming revision to the Personnel Policy.

FINANCIAL IMPACT

It is difficult to project a figure for the cost of this pilot, as we do not know how many employees would request to participate. However, the following may be helpful:

- If all 23 employees who could participate chose to do so, and sold 60 hours of vacation leave, AHA would pay out 1380 hours of vacation. Assuming an average hourly rate of \$41.74 (the mid-point of our salary schedule), the total potential pay-out could be as high as \$57,601.
- This is highly unlikely to occur, however as:
 - Only 14 of the 23 have accrued enough vacation leave to be able to sell 60 hours *and* still have 80 hours in their accrued balances, and some of these staff have already requested to use vacation time in the upcoming months
 - Other staff may choose to continue to "bank" their leave so they have adequate vacation time for upcoming planned time off or to have a cushion to allow for unanticipated absences (ex, a leave of absence)

Other financial considerations and benefits of offering vacation pay-out include:

- Vacation pay-out done now would be at employee's current rate of pay, and prior to any COLA or adjustment in pay rate that may occur due to step increases or adjustment of wage scales that may occur when the compensation study is completed



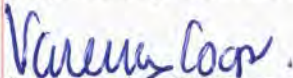
- Vacation pay-out is not a pensionable compensation item; thus, AHA will not be required to make the employer contribution to PERS (currently at 9.353% for "classic" members and 6.73% for PEPRA members)

Due to vacancies that occurred during the current budget year, we anticipate having adequate salary savings in the budget to absorb the cost of the proposed pay-out.

RECOMMENDATION

That the Board approve the Executive Director to offer a one-time vacation pay-out of a maximum of 60 hours of vacation leave to employees in March 2016 as described in this memo.

Respectfully submitted,


Vanessa M. Cooper
Executive Director

VMC/JCB





Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - TEL: (510) 747-4300 - FAX: (510) 522-7848 - TDD: (510) 522-8467

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Prepared
by: Janet Basta
Director of Human Resources and Operations

Date: February 17, 2016

Re: Adopt a Resolution to Authorize the Addition of a Senior Project Manager
Position and the Adoption of the Schedule of Authorized Positions

BACKGROUND

The purpose of this resolution is to provide for the addition of a Senior Project Manager position in the Housing and Community Development (HCD) department, and concurrently, to provide an updated schedule of Authorized positions.

DISCUSSION

Senior Project Manager Position

Currently, the schedule of authorized position includes a Director of Facilities and a Project Manager in the Facilities department. Both of these positions are either vacant or about to become vacant. Due to these staffing transitions, we are proposing to replace the Project Manager position with a Senior Project Manager position in the Housing and Community Development Department. As a result, there will not be an increase in the net overall number of positions, but we propose that the new position be in a different department and in a higher salary grade, which we anticipate will aid in recruiting a broad pool of qualified candidates, which has been challenging to do in recent recruitments at the current grade.

A Senior Project Manager would be able to support the Agency with management of both AHA capital projects and new development projects. This position would be responsible for overseeing and coordinating project management for rehabilitation and/or new construction projects that are funded through a variety of private, federal, state and local sources. This position would also oversee assigned projects and initiatives in support of the Alameda Housing Authority's affordable housing,



neighborhood and residential revitalization programs, including managing the repair and renovation of occupied properties, new construction development, acquisition and rehabilitation of properties, and administration of entitlements for projects. If approved, this position will report to the Director of Housing and Community Development, Victoria Johnson.

We are recommending that this position be an exempt position in range 37 (\$7,785-\$9,463 monthly on the current salary schedule). This is the same range that Program Managers in the HCD Department are classed in and the positions are comparable. Further, based on recent recruiting experience for similar positions, range 37 should enable us to attract a broader pool of qualified candidates. Additionally, the Project Manager position in Facilities was in range 33 (\$7,061 - \$8,584), but the proposed position will have responsibility for a broader scope of work on higher-budgeted projects.

During the transition period and going forward, the HCD Director will be assuming additional responsibility for capital projects, so positioning the Senior Project Manager within this department provides organizational support to this work. The HCD Director position, with its expanded role, will be reviewed for compensation by Koff and Associates, the firm conducting our compensation study currently underway.

Schedule of Authorized Positions

An updated Schedule of Authorized positions, including a version showing the salary ranges for each position, is attached for Board review and approval. This schedule incorporates the Senior Project Manager position being requested. Additional notes about the status of several positions in the schedule are provided for clarification, including:

- One approved Housing Specialist II position that is being left vacant with temporary staff currently being utilized for needed department support
- Transfer of the Housing Inspector/Housing Specialist I to a Housing Specialist I position which occurred on February 1, 2016, reflecting the reduction in inspection work. This resulted in no net change in positions.
- The Executive Director salary was updated to reflect the contract increase granted in 2015, and the Resident Manger compensation level was included to provide a full set of information about all employee salary levels.

Note that there was no change to the total FTE count, which remains at 54.15 in the revised schedule.

FINANCIAL IMPACT

We do not anticipate that the change to a Senior Project Manager will have an impact on the current FY salary and benefits budget, as there will be a gap in time before the position is filled which will result in salary savings from the vacant Project Manager



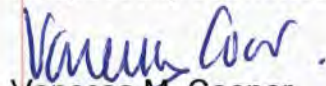
position sufficient to offset the higher salary level. This position will be budgeted at the higher level in the budget for upcoming fiscal years.

Other positions and salary levels in the Schedule of Authorized Positions are budgeted for or have previously been brought to the Board for approval; there is no additional impact to approving the Schedule.

RECOMMENDATION

That the Board approve the addition of one Senior Project Manager position and the attached Schedule of Authorized Positions.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/JCB

Attachments: Schedule of Authorized Positions



Housing Authority of the City of Alameda
Schedule of Authorized Positions
February 17, 2016

Department/Position Title	Approved FTE 2015	Proposed FTE 2016
Administration and Managed Housing Department		
Executive Director	1.00	1.00
Deputy Executive Director	0.00	0.00
Director of HR and Operations	1.00	1.00
Executive Assistant	1.00	1.00
Senior Management Analyst	1.00	1.00
Management Analyst	1.00	1.00
Senior Property Manager	1.00	1.00
Housing Specialist I	2.00	2.00
Sub-total	8.00	8.00
Finance Department		
Director of Finance	1.00	1.00
Accounting Officer	1.00	1.00
Senior Accounting Technician	1.00	1.00
Accounting Technician	1.00	1.00
Sub-total	4.00	4.00
Housing Programs Department		
Director of Housing Programs	1.00	1.00
Housing Programs Supervisor	1.00	1.00
Housing Specialist III	1.00	1.00
Housing Specialist I & II	7.00	8.00
Housing Programs Coordinator-FSS/Acting Supervisor	1.00	1.00
Housing Inspector/Housing Specialist I	1.00	0.00
Housing Assistant	5.00	5.00
Sub-total	17.00	17.00
Facilities and Maintenance Department		
Director of Facilities	1.00	1.00
Facilities Project Manager	1.00	0.00
Facilities Project Specialist	1.00	1.00
Maintenance Supervisor	0.00	1.00
Lead Maintenance Technician	1.00	1.00
Maintenance Technician II	4.00	4.00
Maintenance Technician I	3.00	3.00
Maintenance Specialist	1.00	1.00
Custodian	1.00	1.00
Resident Manager	3.25	4.65
Assistant Resident Manager	1.10	0.75
Resident Custodian	0.75	0.75
Sub-total	18.10	19.15
Housing and Community Development Department		
Director of Housing and Community Development	1.00	1.00
Housing & Community Development Program Manager	2.00	2.00
Senior Project Manager	0.00	1.00
Project Manager	1.00	1.00
Program Assistant	1.00	1.00
Sub-total	5.00	6.00
Total	52.10	54.15

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

Note B: if the Maintenance Supervisor position is filled internally by a current Maintenance employee, overall staffing for the department will be reduced by one FTE

Note C: one HS II position, which became vacant due to resignation, is currently unfilled with no immediate plans to do so; temporary staff are being utilized to backfill duties of this position

Note D: the FSS Housing Programs Coordinator is currently assigned to an Acting Supervisor position including a 5% salary increase through June 2016

Note E: The Housing Inspector/Housing Specialist I position was transferred to a HS I position with no resulting change to FTE

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
SCHEDULE OF AUTHORIZED POSITIONS
 February 17, 2016

Position Titles	Grade	Monthly Wage Range		Number of Positions
		Beginning	Highest	
<u>ADMINISTRATION AND MANAGED HOUSING</u>				
Executive Director	N/A	N/A	\$ 17,619	1.00
Deputy Executive Director	51	\$ 10,955	\$ 13,315	0.00
Director of HR and Operations	47	\$ 9,936	\$ 12,077	1.00
Executive Assistant	22	\$ 5,398	\$ 6,562	1.00
Senior Management Analyst	35	\$ 7,415	\$ 9,012	1.00
Management Analyst	32	\$ 6,889	\$ 8,374	1.00
Senior Property Manager	26	\$ 5,952	\$ 7,234	1.00
Housing Specialist I	14	\$ 4,441	\$ 5,398	2.00
Sub-total				8.00
<u>FINANCE DEPARTMENT</u>				
Director of Finance	50	\$ 10,688	\$ 12,991	1.00
Accounting Officer	28	\$ 6,249	\$ 7,595	1.00
Senior Accounting Technician	15	\$ 4,552	\$ 5,533	1.00
Accounting Technician	10	\$ 4,028	\$ 4,896	1.00
Sub-total				4.00
<u>HOUSING PROGRAMS DEPARTMENT</u>				
Director of Housing Programs	43	\$ 9,012	\$ 10,955	1.00
Housing Programs Supervisor	26	\$ 5,952	\$ 7,234	1.00
Housing Specialist III	24	\$ 5,667	\$ 6,889	1.00
Housing Specialist II	18	\$ 4,896	\$ 5,952	4.00
Housing Specialist I	14	\$ 4,441	\$ 5,398	3.00
Housing Programs Coordinator	20	\$ 5,141	\$ 6,249	1.00
Housing Inspector	14	\$ 4,441	\$ 5,398	1.00
Housing Assistant	8	\$ 3,836	\$ 4,663	5.00
Sub-total				17.00
<u>FACILITIES DEPARTMENT</u>				
Director of Facilities	43	\$ 9,012	\$ 10,955	1.00
Facilities Project Manager	33	\$ 7,061	\$ 8,584	0.00
Facilities Project Specialist	14	\$ 4,441	\$ 5,398	1.00
Maintenance Supervisor	26	\$ 5,952	\$ 7,234	1.00
Lead Maintenance Technician	24	\$ 5,667	\$ 6,889	1.00
Maintenance Technician II	20	\$ 5,141	\$ 6,249	4.00
Maintenance Technician I	14	\$ 4,441	\$ 5,398	3.00
Maintenance Specialist	19	\$ 5,018	\$ 6,100	1.00
Custodian	7	\$ 3,745	\$ 4,552	1.00
Resident Manager	N/A	Hourly Rate	\$ 10.30	4.65
Assistant Resident Manager	N/A	Hourly Rate	\$ 10.30	0.75
Resident Custodian	N/A	Hourly Rate	\$ 10.30	0.75
Sub-total				19.15
<u>HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT</u>				
Director of Housing and Community Development	44	\$ 9,232	\$ 11,222	1.00
Housing and Community Program Manager	37	\$ 7,785	\$ 9,463	2.00
Senior Project Manager	37	\$ 7,785	\$ 9,463	1.00
Project Manager	33	\$ 7,061	\$ 8,584	1.00
Program Assistant	12	\$ 4,230	\$ 5,141	1.00
Sub-total				6.00

Total

54.15

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HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

AUTHORIZE THE ADDITION OF A SENIOR PROJECT MANAGER POSITION
EFFECTIVE FEBRUARY 17, 2016 AND ADOPT THE AUTHORIZED
SCHEDULE OF POSITIONS

WHEREAS, the Housing Authority of the City of Alameda has determined a need for a Senior Project Manager position to manage AHA capital projects and development projects; and

WHEREAS, the Housing Authority of the City of Alameda has also revised and updated the Schedule of Authorized positions;

NOW, THEREFORE, BE IT RESOLVED, that effective February 17, 2016, the Housing Authority will be authorized to hire a Maintenance Supervisor, and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that effective February 17, 2016, the Board of Commissioners adopts the Authorized Schedule of Positions.

ATTEST:

Arthur Kurrasch, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



Housing Authority of the City of Alameda

701 Atlantic Avenue - Alameda, California 94501-2161 - Tel: (510) 747-4300 - Fax: (510)522-7848 - TDD: (510) 522-8467

TO: Honorable Chair and
Members of the Board of Commissioners

FROM: Vanessa M. Cooper
Executive Director

DATE: February 17, 2016

RE: Conference Selection and Approval of Out-of-State Travel

BACKGROUND

At the May 21, 2015, Board of Commissioners meeting, the Board authorized the Chair and Executive Director to select the Commissioners to attend the budgeted out-of-state conferences. A process has been established for selecting who should attend the National NAHRO Conference. According to this process, the order of selection for the National Conference should be:

1. The Chair of the Board, if the Chair has not attended the National Conference previously.
2. Other members of the Board who select attendance as their first choice and have not yet had the opportunity to attend a National Conference.
3. Other members of the Board who select attendance as their first choice and have previously attended a National Conference. From among this group, the one for whom it has been the longest period of time since attending has preference. The Commissioners advised which conferences they were interested in attending.

DISCUSSION

There are three out-of-state conferences; the NAHRO Washington Conference in Arlington, VA, NAHRO Summer Conference in Portland, OR, and the NAHRO National Conference in New Orleans, LA

The results of the selection process are:

Conference

NAHRO Washington
Arlington, VA
April 9-13, 2016

Commissioner

Art Kurrasch
Vanessa Cooper

Honorable Chair and
Members of the Board of Commissioners

February 17, 2016
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NAHRO Summer Conf.
Portland, OR
July 15-17, 2016

Art Kurrasch
Vanessa Cooper

NAHRO National Conf.
New Orleans, LA
October 14-16, 2016

Art Kurrasch


Board Chair Kurrasch and Executive Director Vanessa Cooper are members of NAHRO's National Committee and as such will attend meetings during these conferences.

As per previous communication to the Board, Vanessa Cooper will be attending NAHRO 2016 Leadership in Ft. Worth, TX.

RECOMMENDATION

Approve Conference Selection and Approve Out-of-State Travel.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC:dc