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701 Atlantic Avenue • Alameda, California 94501-2161

AGENDA **REGULAR MEETING OF THE BOARD OF DIRECTORS**
DATE & TIME **Wednesday, September 18, 2024 - 7:01 PM**
LOCATION

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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310

Passcode: 790402

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

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

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

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

PLEDGE OF ALLEGIANCE

1. **ROLL CALL** - Board of Directors
2. **AB2449 COMPLIANCE** "AB2449 Compliance: The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must



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

3. COMMISSIONER RECUSALS

4. Public Comment (Non-Agenda)

5. CONSENT CALENDER

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

5.A. Approve Minutes of the Regular Board of Directors Meeting held on August 21, 2024. **Page 4**

5.B. Approve Additional Charges for the Properties. **Page 7**

5.C. Ratify the Second Amendment to the Grant Agreement between the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation. **Page 9**

6. AGENDA

6.A. Ratify the positions of President and Vice President of the Board of Directors. **Page 15**

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

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

10. ADJOURNMENT OF REGULAR MEETING

* * * Note * * *

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 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 Directors 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 Alameda Affordable Housing Corporation’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 Alameda Affordable Housing Corporation accommodate these individuals.





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**DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
Wednesday, August 21, 2024**

PLEDGE OF ALLEGIANCE

Chair Grob called the meeting to order at 8:22 p.m.

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Sidelnikov, Director Decoy,
Director Husby, Director Joseph-Brown,
Director Kaufman, and Director Tamaoki

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

3. DIRECTOR RECUSALS

None.

4. Public Comment (Non-Agenda)



None.

5. 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 Directors or a member of the public.

- *5.A. Approve Minutes of the Special Board of Directors Meeting held on June 26, 2024.
- *5.B. Accept the Quarterly Non-LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through June 30, 2024.
- *5.C. Approve the Quarterly Write-off to June 30, 2024 of Uncollectible Accounts Receivable from Former Residents.
- *5.D. Accept the 2024 Local Housing Trust Fund Annual Reports.
- *5.E. Authorize the Executive Director to sign a contract Not To Exceed \$339,250 with Pro-Ex Construction for Steel Stairs and Guardrail Upgrades At Esperanza, China Clipper, and Stanford House.
- *5.F. Authorize the Executive Director to Execute a Contract and Change Orders with Athens General Construction for a Not To Exceed Amount of \$400,000 for Exterior Repairs at Independence Plaza.

Items accepted or adopted are indicated by an asterisk.

In response to Director Husby, Vanessa Cooper, Executive Director stated that the vacated units presented in the Memo for item 5.C have been turned and are now available. Generally, while units are being turned applications are being processed for the respective unit. However, readying units for occupancy depends on the size and damage of the unit.

In response to Director Tamaoki, Ms. Cooper stated that vacated units at Littlejohn Commons, as referred to in the Memo for item 5.M of the Board of Commissioners Agenda, are the results of 2 evictions, 2 move outs, and 1 unit that is still being readied. To expedite the turning of units, AHA's Property Operations Departments has begun prescreening applications and only forwarding the applications of those who are eligible and interested on to FPI.

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

Yes 7 Director Grob, Director Sidelnikov, Director Decoy,
Director Husby, Director Joseph-Brown,
Director Kaufman, and Director Tamaoki

6. AGENDA

N/A

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



None.

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

Ms. Cooper stated that Joshua Altieri, Community Relations Manager has secured 25 Oakland Roots tickets for residents to attend the game this Saturday, August 21, 2024, and he is working with AC Transit secure bus passes for residents at Everett Commons, Anne B. Diament, and Rosefield Village.

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

10. ADJOURNMENT OF REGULAR MEETING

Ms. Cooper requested that the Board adjourn the meeting in honor of Marguerite Bachand and read AHA's statement acknowledging and honoring Ms. Bachand for her dedicated service to the homeless community in the City of Alameda.

In honor of Marguerite Bachand, Chair Grob adjourned the meeting at 8:30 p.m.

Vanessa M. Cooper
Secretary and Executive Director

Carly Grob, President
Board of Directors





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To: Board of Directors
From: Nancy Gerardin, Director of Property Operations
Prepared By: Nancy Gerardin, Director of Property Operations
Date: September 18, 2024
Re: Approve Additional Charges for the Properties.
5.B.

BACKGROUND

This memo provides a breakdown of resident charges per the lease agreement.

DISCUSSION

Per the new lease agreement, the following are additional potential charges to residents should they fail to meet the lease requirements and for application fees at move in:

- Late Fee \$50.00
- NSF Fee \$25.00
- Application Fee \$25.00
- Guarantor Application Fee \$25.00
- Lock Out Charge \$75.00
- Utilities (Failure to assume service prior to move in) \$50.00
- Animal Waste Cleaning Charge \$25.00
- Key Replacement Fee \$5.00
- Smoke/CO Alarm Tampering Charge \$25.00
- Failure to Clean Garbage Charge \$35.00

FISCAL IMPACT

Report only.

CEQA

N/A

RECOMMENDATION



ATTACHMENTS

None

Respectfully submitted,



Nancy Gerardin, Director of Property Operations



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To: Board of Directors
From: Sylvia Martinez, Director of Housing Development
Prepared By: Sylvia Martinez, Director of Housing Development

Date: September 18, 2024

Re: Ratify the Second Amendment to the Grant Agreement between the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation.
5.C.

BACKGROUND

In 2021, the Alameda Affordable Housing Corporation (AAHC) created the Alameda Affordable Housing Trust Fund (AAHTF) to apply for matching financing from the State of California for affordable housing development in the City of Alameda. AAHC has received grant funds from the Housing Authority of the City of Alameda (AHA) in order to provide a match to the State of California for both AAHTF operations and capital loan funding for projects. AAHC has signed an AAHTF Services Agreement with AHA for financial, audit, and other fiscal oversight of its activities, and utilizes the operating grant funds to pay for those services. The Services Agreement terminates on July 21, 2026, unless extended by written agreement for up to ten years total.

DISCUSSION

Since 2023, the State of California has required that any local housing trust fund receive a minimum of \$100,000/year in operating funds for a period of three years after the date of the State Local Housing Trust Fund (LHTF) Program award. AAHC plans to apply for an award this year, as approved by the Board in May 2024, with a potential award date of December 2024. The current Grant Agreement between AHA and AAHC needs to show an extension of the operating grant of \$100,000 for at least one additional year to meet the regulatory requirement.

A Second Amendment to the Grant Agreement to AAHC was signed to extend the operating grant between the related parties. In addition, the Second Amendment includes the capital grant of \$3,000,000 to AAHC for Independence Plaza, which was approved by Resolution of the Board in May 2024.

FISCAL IMPACT



There is no net fiscal impact to AHA or to AAHC regarding the operating grant. The capital grant was made to Independence Plaza by Board action and is required to facilitate the cost of the planned Faircloth to RAD transaction.

CEQA

Not applicable

RECOMMENDATION

Ratify the Second Amendment to the Grant Agreement between the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation.

ATTACHMENTS

1. 2nd Amendment - AHA Grant Agreement_2409

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**SECOND AMENDMENT TO THE
GRANT AGREEMENT BETWEEN
THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA AND
ALAMEDA AFFORDABLE HOUSING CORPORATION**

This “Second Amendment to the Grant Agreement Between the Housing Authority of the City of Alameda and Alameda Affordable Housing Corporation” (“Amendment No. 2”) is entered into the ____ day of _____, 2024 (“Effective Date”), by and between the Housing Authority of the City of Alameda (“AHA”), a California public housing authority, and the Alameda Affordable Housing Corporation (“Grantee”), a nonprofit public benefit corporation. AHA and Grantee are at times individually referred to as “Party” and collectively as “Parties” herein.

RECITALS

WHEREAS, the State of California (the “State”) Department of Housing and Community Development (“Department”) is authorized to provide up to \$53 million under the Local Housing Trust Fund (“LHTF”) Program from the Veterans and Affordable Housing Bond Act of 2018 (Proposition 1) (as described in Health and Safety Code section 50842.2 *et seq.* (Chapter 365, Statutes of 2017 (SB 3)) (“Program”); and

WHEREAS, the LHTF Program requires a legally binding commitment of local matching funds, preferably in an amount of 3:1 to requested funds, for purposes of supporting the creation of affordable housing, plus ongoing annual contributions equal to a minimum of the operating costs of the local housing trust fund operations for five years; and

WHEREAS, on July 21, 2021, the Parties entered into a Grant Agreement (“Agreement”) whereby the AHA agreed to grant funds to Grantee as a match for Grantee’s participation on the LHTF Program; and

WHEREAS, on May 15, 2023, the Parties executed the Amendment No. 1 to this Agreement, which amended the structure of the grant payments made by the AHA to Grantee; and

WHEREAS, the Department issued a Notice of Funding Availability (“NOFA”) dated July 9, 2024, under the LHTF Program, which requires a minimum of \$100,000 in annual operating support; and

WHEREAS, the Parties now desire to amend Section 1.1.3 of the Agreement to provide for an additional grant year for operating costs of the LHTF; and

WHEREAS, the Parties now desire to add Section 1.1.5 of the Agreement to add a new grant for the acquisition and rehabilitation of affordable housing in the City of Alameda to be paid by the AHA to Grantee.

TERMS

1. **Agreement Changes.** The Agreement is amended as provided below:

a. **Section 1.1.3 of the Agreement is hereby amended and shall now read as follows (added text shown in *bold italics*, deleted text shown in ~~strikethrough~~):**

“1.1.3 An annual grant of \$100,000, to be utilized over a ~~four~~ *five*-year period and deposited on or before September 15th of every year, starting in 2023, for support of operations of the LHTF.”

b. **Section 1.1.5 of the Agreement is added to read as follows**

“1.1.5 \$3,000,000 as a match for the LHTF Award pursuant to Guidelines Section 104 for purposes of the acquisition and rehabilitation of affordable housing in the City of Alameda. Payment by the AHA to Grantee shall be made on the earlier of 30 days before planned disbursement of Department funds, 360 days after the execution of the Standard Agreement by both the Grantee and Department, or June 30, 2025, whichever is earlier.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** AHA and Grantee each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Grantee represents and warrants to AHA that, as of the date of this Amendment No. 2, AHA is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

AHA represents and warrants to Grantee that, as of the date of this Amendment No. 2, Grantee is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Effective Date.** This Amendment No. 2 shall be effective upon the date of its execution by both AHA and Grantee.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as follows:

AHA

**HOUSING AUTHORITY OF THE CITY
OF ALAMEDA, A CALIFORNIA PUBLIC
HOUSING AUTHORITY**

GRANTEE

**ALAMEDA AFFORDABLE HOUSING
CORPORATION, A NONPROFIT PUBLIC
BENEFIT CORPORATION**

By: _____

By: _____

Name: Vanessa M. Cooper

Name: Vanessa M. Cooper

Title: Executive Director

Title: Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Name: Adrian R. Guerra
Title: Special Counsel

[END OF SIGNATURES]



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To: Board of Directors
From: Vanessa Cooper, Executive Director
Prepared By: Vanessa Cooper, Executive Director
Date: September 18, 2024
Re: Ratify the positions of President and Vice President of the Board of Directors.
6.A.

BACKGROUND

The positions of Board President and Vice President generally carry forward from the Housing Authority of the City of Alameda (AHA) Board of Commissioners, unless otherwise specifically directed.

DISCUSSION

These positions for 2024-25 are:

- President- Carly Grob
- Vice President - Vadim Sidelnikov

FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Ratify the positions of President and Vice President of the Board of Directors.

ATTACHMENTS

None

Respectfully submitted,





Vanessa Cooper, Executive Director

