



## ISLAND CITY DEVELOPMENT AGENDA

### **AGENDA**                    **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**

**DATE & TIME**            **Wednesday, October 16, 2024 - 6:02 PM**

### **LOCATION**

Independence Plaza, 703 Atlantic Avenue, Alameda, CA 94501 - 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 [sraskin@alamedahsg.org](mailto:sraskin@alamedahsg.org) prior to or during the Board of Directors meeting
- Call and leave a message at (510) 571-1700.

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 Island City Development Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [sraskin@alamedahsg.org](mailto:sraskin@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

1. CALL TO ORDER & ROLL CALL
2. AB2449 COMPLIANCE - The Chair will confirm that there are 2 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 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 ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. PUBLIC COMMENT (Non-Agenda)
4. CLOSED SESSION
  - A. **Conference with Real Property Negotiations**  
(Government Code § 54956.8)  
**Property:** 501 Mosely Street, Alameda, CA 94501, APN 074-0905-012-09 Portion of 074-0905-010-12 and Portion 074-0905-010-03  
**Agency Negotiation:** Vanessa Cooper, Executive Director, Sylvia Martinez, Director of Housing Development, Alison Torbitt (Nixon and Peabody - counsel)  
**Negotiating Parties:** Housing Authority of the City of Alameda  
**Under Negotiation:** Price and terms of payment.
5. CONSENT CALENDAR (Action)
  - A. Approve the Minutes of the Special ICD Board Meeting on August 21, 2024 and October 7, 2024
  - B. Accept the Monthly Construction Report for The Estuary I.
  - C. Accept the Monthly Construction Report for Linnet Corner.
  - D. Accept the Monthly Report for North Housing Offsites.
  - E. Accept and Approve the Regular Meeting Schedule for Island City Development Board of Directors Meeting.
  - F. Accept and Approve the Constitution & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.
  - G. Accept and Approve the Sherman & Buena Vista L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.
  - H. Accept and Approve the Everett & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.
  - I. Ratify Three Contract Amendments No. 1 Totaling Up to \$10,650 to Carlson, Barbee, & Gibson, Inc. and Approve Three Contract Amendments No.2 Totaling Up to \$4,200 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner.



Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.2 Not to Exceed \$156,699.00 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.2 Not to Exceed \$166,699.00 with Gubb and Barshay for Estuary II.

6. NEW BUSINESS
7. NON-AGENDA (Public Comment)
8. WRITTEN COMMUNICATIONS
9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
10. ADJOURNMENT

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NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Sarah Raskin at (510) 747-4360 (TTY/TRS: 711) or [sraskin@alamedahsg.org](mailto:sraskin@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Island City Development Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.
- 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 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 Island City Development'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 Island City Development accommodate these individuals.

**IF YOU WISH TO ADDRESS THE BOARD:**

- Anyone wishing to address the Board on agenda items or business introduced by Board members may speak for a maximum of three (3) minutes per agenda item when the subject is before the Board. Please file a speaker's slip with the Board President. Upon recognition by the President, approach the rostrum and state your name.
- Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
- Applause and demonstrations are prohibited during Board meetings.





**Minutes - Draft until approved**

Island City Development  
Special Meeting, August 21, 2024  
In person at Independence Plaza Community Room, 703  
Atlantic Avenue, Alameda CA 94501, and Teleconference  
via Zoom

1. CALL TO ORDER & ROLL CALL

*Director Cooper called the meeting to order at 6:45 PM. The following Board members were present: Director Vanessa Cooper, Director Alicia Southern, and Director Carly Grob; quorum established. Staff in attendance: Sarah Raskin, Paris Howze, Jenny Wong, Jasmine Polar, Shanon Lampkins, Sylvia Martinez, Tony Weng, Greg Kats, Ani Ryder, Ron Babiera, Sepideh Kiumarsi, Ellie Lee, Maya Lindenau, Stephen Zhou, Alicia Southern, Nancy Gerardin, Trevor Jones, Jie Liang, Louie So, and Joseph Nagel.*

2. PUBLIC COMMENT (Non-Agenda) **NONE**

3. AB2449 COMPLIANCE - The Chair confirmed that there were 2 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 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 ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

4. CONSENT CALENDAR (Action)

- A. Approve Minutes of the Special ICD Meeting held on June 26, 2024.
- B. Accept the Monthly Construction Report for the Estuary I.
- C. Accept the Monthly Construction Report for Linnet Corner.
- D. Accept the Quarterly Overview Report for the Housing Development Department.



- E. Accept the Quarterly Development Report for The Estuary II.
- F. Accept the Quarterly Development Report for The Poplar (2615 Eagle Avenue).
- G. Accept the Quarterly LIHTC Portfolio Asset Management Fiscal Year-to-Date Financial Report through June 30, 2024.
- H. Accept the Update on the Resolution for the Option Agreement to Ground Lease to Island City Development for the Property at 2615 Eagle Avenue (The Poplar).
- I. Approve the Quarterly Write-off to June 30, 2024 of Uncollectible Accounts Receivable from Former Residents.
- J. Approve Contract Amendment No. 2 Not to Exceed \$833,631 with HKIT Architects for Estuary I and Approve Contract Amendment No. 2 Not to Exceed \$830,723 with HKIT Architects for Linnet Corner.

*No Comments. Director Grob motioned to accept consent calendar items 4A – 4J, Director Southern seconded. A call for all in favor, the motion passed.*

5. NEW BUSINESS

- A. Authorize the Creation of ICD Central Avenue LLC, a California limited liability company to enter The Alameda Islander, L.P. as a Substitute Limited Partner, authorized to accept the assignment of the withdrawing Limited Partner's 69.99% limited partner interest and subsequently accept the assignment of the withdrawing Special Limited Partner's 0.01% interest in the partnership; Authorize the Executive Director, or her designee to Negotiate and Execute a Revised Limited Partnership Agreement with a Side Letter outlining Resources for Community Development's continued operations role, effective no earlier than January 1, 2025.

*Director Grob asked whether there would be a presentation for the item, and Director Cooper answered that the presentation will occur during the Board of Commissioners meeting.*

*Director Grob moved to accept the motion, and Director Southern seconded. A roll call for all in favor, and the motion passed.*

- 6. NON-AGENDA (Public Comment) **NONE**
- 7. WRITTEN COMMUNICATIONS **NONE**
- 8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**
- 9. ADJOURNMENT

*Director Cooper adjourned the meeting at 6:49 PM.*







**Minutes – Draft until Approved**

Island City Development

Special Meeting, October 7, 2024

In person at Independence Plaza Community Room, 703  
Atlantic Avenue, Alameda CA 94501, and Teleconference  
via Zoom

1. CALL TO ORDER & ROLL CALL

*Director Cooper called the meeting to order at 1:36 PM. The following Board members were present: Director Vanessa Cooper, Director Alicia Southern; Director Carly Grob was absent; quorum established. Staff in attendance: Sarah Raskin, Shanon Lampkins, Sylvia Martinez, Tony Weng, Nancy Gerardin, Trevor Jones, Jie Liang, Louie So, Janet Lee, and Leon Ko.*

2. PUBLIC COMMENT (Non-Agenda) **NONE**

3. AB2449 COMPLIANCE - The Chair confirmed that there were 2 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 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 ICD within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

4. CONSENT CALENDAR (Action)

- A. Authorize the President to Executive an Amendment to the Limited Partnership Agreement and an Updated OD-1 Form for the Estuary II.

*Staff T. Weng presented on the Amendment and Updated OD-1 Form for the Estuary II's National Housing Trust Fund (NHTF) award. Prior to executing the Standard Agreement for the NHTF award, the California Department of Housing and Community Development (HCD) requested that we incorporate their comments into the Limited Partnership Agreement between Mosley and Mabuhay LP and ICD Mosley LLC. Additionally, the OD-1 Form,*



*which is the Loan Authorization Form, was updated to reflect Alicia Southern as the Secretary for ICD and removed former Director Greg Kats as Secretary.*

*Director Cooper asked why the OD-1 Form in the agenda lists former Director Kats as a signatory, and Staff T. Weng clarified that the newest version circulated prior to the meeting on 10/7 was updated to reflect Director Southern as the signatory. Director Cooper thanked staff for the Board for meeting to approve these organizational forms.*

*Director Southern motioned to accept consent calendar item 4A, Director Cooper seconded. A call for all in favor, the motion passed.*

5. NEW BUSINESS
6. NON-AGENDA (Public Comment) **NONE**
7. WRITTEN COMMUNICATIONS **NONE**
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF **NONE**
9. ADJOURNMENT

*Director Cooper adjourned the meeting at 1:40 PM.*





# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Jenny Wong, Senior Project Manager

Date: October 16, 2024

Re: Accept the Monthly Construction Report for The Estuary I.

## **BACKGROUND**

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

The Estuary I project is located at 500 Mosley Avenue. ICD is the developer. The project scope includes 45 new construction permanent supportive housing units for homeless or formerly homeless individuals or households, including one manager’s unit. Amenities include property management offices, social service coordination offices, a community room, a mail room, central laundry, central courtyard, and secure bike parking. J.H. Fitzmaurice, Inc. (JHF) initiated construction on January 30, 2024, and is scheduled to achieve completion on or before August 8, 2025.

Please see previous monthly Board Reports for project details prior to this month’s update.

## **DISCUSSION**

### Construction

The overall project completion and billing percentage, through September 30, 2024, is approximately 52%. Window installation is completed on the north elevation. Waterproofing on the east, south, and courtyard elevations is completed. Drywall in the units and corridors on the first and second floor are completed.

CCTV cameras and the live guard, patrolling the site after hours and weekends, provide security at the site as JHF continues to make good construction progress. Currently, the project is on-track to complete on time. This month’s construction activities include drywall installation on the units and corridors on the third and fourth floors; tape and texture on all floors; continuing exterior siding and stucco on east, south, and courtyard elevations; completion of window installation at north elevation; and ongoing waterproofing for exterior stucco and plaster at the north elevation.

Change orders over the past month total \$115,871, bringing the total approved change orders amount to \$294,776. A owner’s hard cost contingency and a General Contractor’s



contingency (already budgeted within the GC contract) are available for upgrades, master plan cost overruns, as well as unexpected costs detailed below. Owner contingency funds are held separately from the contract. Executed change orders have utilized 21% of available contingency.

Upgrade category: AHA has added solar, an in-unit washer and dryer amenity in the manager's unit, elevator pit waterproofing, and upgraded door access control and camera systems. These upgrades improve security, the resident experience, sustainability, and maintenance of the future building. These upgrades are projected to utilize 35% of the available contingency.

Master Plan category: Hard cost contingency is reserved for expected additional soil off-haul and offsite costs to be split pro rata between the North Housing Block A projects, with Estuary I responsible for 23% of the costs. Although final cost estimates are still being obtained, staff anticipates that this cost will utilize approximately 52% of hard cost contingency.

Unexpected items: 22% of owner's contingency is reserved for unexpected items.

Total projected use of owner contingency is 100%. (The sum of the actual, projected, and reserved contingency uses is above 100% because GC contract contingency will be used in some cases, and there is some double counting between the change orders executed and the categories.) Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff tightly reviews all prospective change orders at the site. Staff is also tracking soft cost savings and contingency availability, which can also be applied to hard cost uses later in the project's cycle.

#### Operation and Lease Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025.

#### **FISCAL IMPACT**

AHA and ICD have completion and lease up guarantees on this development. The construction is on time and on budget. Operations and lease up planning activities are meeting project milestones. See attachment for the monthly budget update.

#### **CEQA**

Not Applicable.

#### **RECOMMENDATION**

Accept the Monthly Construction Report for The Estuary I.

#### **ATTACHMENTS**

1. Att1\_The Estuary I Budget Tracking Through September 2024
2. Att2\_The Estuary I Progress Photos

Respectfully submitted,





Jenny Wong, Senior Project Manager

**The Estuary I**  
**Monthly Update - as of September 30, 2024**

<b>Total Development Costs to Date</b>				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115	\$2,444,510	99%	\$16,605
Hard Costs	\$27,175,843	\$13,154,332	48%	\$14,021,510
Soft Costs	\$13,286,926	\$3,307,402	25%	\$9,979,524
<b>Total</b>	<b>\$42,923,884</b>	<b>\$18,906,244</b>	<b>44%</b>	<b>\$24,017,640</b>

<b>General Contract Status</b>	
Total Contract Value	\$24,898,007
Change Orders	\$294,776
Revised Contract Value	\$25,192,783
Value of Work Completed to Date	\$13,079,012
Retention Withheld	\$1,256,531
Amount Paid to Date	\$11,822,480
Balance to Finish	\$13,370,302
% Construction Complete	52%

<b>Contingency Utilization</b>		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525	\$250,000
Approved Change Orders to Date	\$294,776	(\$14,186)
Remaining Balance of Contingency	\$1,099,749	\$264,186
% of Contingency Used	21%	-6%
Anticipated Soil Off-Haul Costs	\$687,700	
Projected Use of Contingency	\$244,570	
Remaining Balance of Contingency	\$167,479	
% of Contingency Projected	88%	

## The Estuary I Progress Photos



Aerial photo of the North Housing Block A site. The Estuary I is located on the top left corner.



Building progress photo from the southeastern elevation (view from the future parking lot).





Exterior siding installation on the building elevation.



Drywall hung in a studio unit.





# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Paris Howze, Project Manager

Date: October 16, 2024

Re: Accept the Monthly Construction Report for Linnet Corner.

## **BACKGROUND**

The Housing Development Department provides monthly reports on projects under construction where either the Housing Authority of the City of Alameda (AHA) or Island City Development (ICD) is acting as developer and provides performance guarantees.

Linnet Corner is located at 2000 Lakehurst Circle, Alameda, CA 94501. The project is the new construction of a single, four (4) story residential building, with 64 units. There will be 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There will also be one two-bedroom dedicated as a manager’s unit. Affordability levels will range between 30% and 40% of the Area Median Income (AMI). The project will also have 25% or 16 units serving formerly homeless/homeless senior veterans. Amenities will include a community room, onsite property management and service provider offices, shared unassigned parking, a laundry room, a resident garden, and a roof terrace.

Staff delivered a notice to proceed on March 6, 2024, and J.H. Fitzmaurice, Inc. (JHF), commenced construction activities on March 14, 2024. The project is expected to achieve completion on or before October 30, 2025.

Please see previous Board of Commissioner reports for project details before this month’s update.

## **DISCUSSION**

### Construction

The overall project completion and billing percentage, through September 30, 2024, is approximately 40%. This month’s construction activities included installation of the exterior building maintenance anchors at roof, roof sheathing installation, window installation, waterproofing at all window openings, tub installation at levels two and three, and rough electrical installation at level one. Currently, the project is on track to be completed on time.

Change orders over the past month total \$40,129 bringing the total approved change orders amount to \$267,538. An owner’s hard cost contingency and a General Contractor’s contingency (already budgeted within the GC contract) are available for both upgrades,



master plan cost overruns, as well as unexpected costs detailed below. Owner contingency funds are held separately from the contract. Executed change orders have utilized 15% of available contingency.

Upgrade Category: AHA has added solar, elevator pit waterproofing, elevator back-up battery, modified building signage visibility, and upgraded door access control and camera systems. These upgrades improve security, resident experience, sustainability, and maintenance of the future building. These upgrades are projected to utilize 28% of the available contingency.

Master Plan category: Hard cost contingency is reserved for expected additional soil off-haul and offsite costs to be split pro rata between the North Housing Block A projects, with Linnet Corner responsible for a portion of the costs. Although final cost estimates are still being obtained, staff anticipates that this cost will utilize approximately 38% of hard cost contingency.

Unexpected Items: 19% of owner's contingency is reserved for unexpected items.

Total projected use of owner contingency is 100%. Only the Executive Director can approve additional costs to the contract within the planned contingency amounts, and staff tightly reviews all prospective change orders at the site. Staff is also tracking soft cost savings and use of contingency, which can also be applied to hard cost uses later in the project's cycle.

#### Operation and Lease-Up Activities

Staff is working with cross-agency departments and external partners to prepare the project for leasing in 2025.

#### **FISCAL IMPACT**

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time and on budget.

#### **CEQA**

Not applicable.

#### **RECOMMENDATION**

Accept the Monthly Construction Report for Linnet Corner.

#### **ATTACHMENTS**

1. Linnet Corner - Monthly Budget Tracking (September 2024)
2. Linnet Corner - Monthly Construction Progress Photos (September 2024)

Respectfully submitted,



Paris Howze, Project Manager





**Linnet Corner**  
**Monthly Update - as of September 30, 2024**

<b>Total Development Costs to Date</b>				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,338	82%	\$114,526
Hard Costs	\$36,513,061	\$12,285,901	34%	\$24,227,160
Soft Costs	\$16,118,331	\$3,014,501	19%	\$13,103,830
<b>Total</b>	<b>\$53,272,256</b>	<b>\$15,826,741</b>	<b>30%</b>	<b>\$37,445,515</b>

<b>General Contract Status</b>	
Total Contract Value	\$29,561,507
Change Orders	\$196,964
Revised Contract Value	\$29,758,471
Value of Work Completed to Date	\$11,915,609
Retention Withheld	\$1,131,729
Amount Paid to Date	\$10,783,880
Balance to Finish	\$18,974,591
% Construction Complete	40%

<b>Contingency Utilization</b>		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$267,538	\$0
Remaining Balance of Contingency	\$1,471,179	\$450,000
% of Contingency Used	15%	0%
Anticipated Master Plan Costs	\$ 658,053.54	\$0
Projected Use of Contingency	\$813,125	
Remaining Balance of Contingency	\$0	\$450,000
% of Contingency Projected	100%	

Linnet Corner  
Progress Photos  
(September 30, 2024)



*Figure 1: Bird's-eye view of Linnet Corner & Estuary I*



*Figure 2: Bird's-eye view from Lakehurst Circle*

Linnet Corner  
Progress Photos  
(September 30, 2024)



*Figure 3: View from Mosley Avenue*



*Figure 4: View from corner of Lakehurst Circle & Mabuhay Street*

Linnet Corner  
Progress Photos  
(September 30, 2024)



*Figure 5: View from Mabuhay Street*

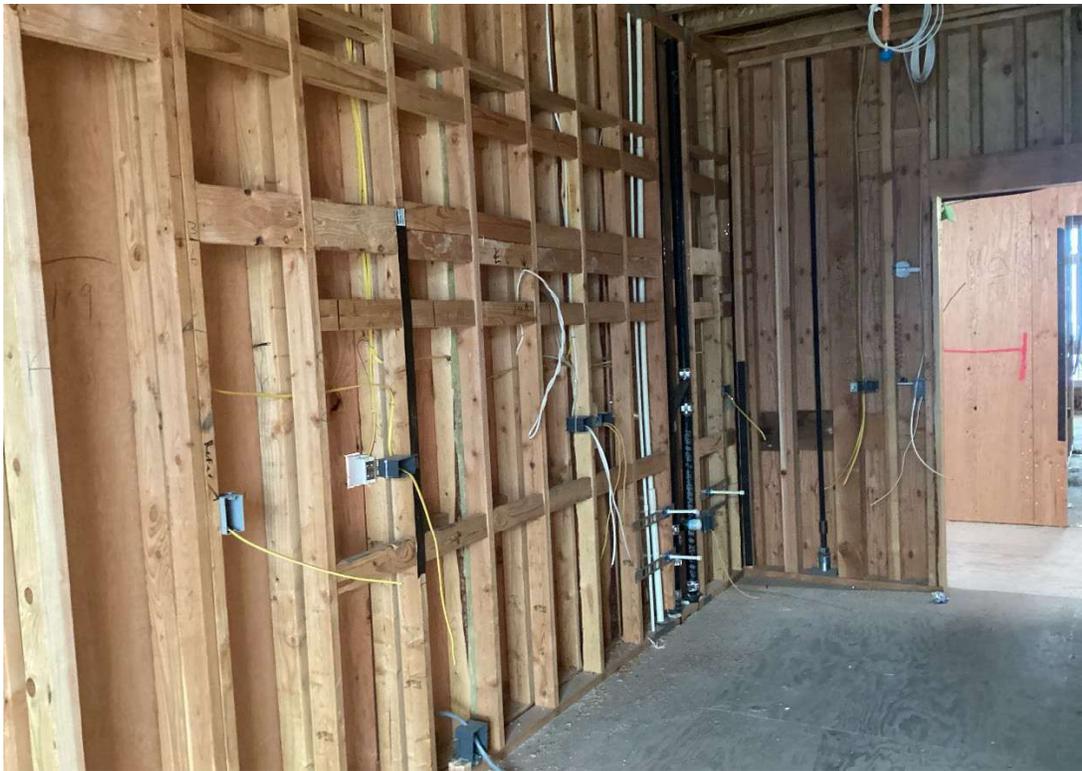


*Figure 6: View of north courtyard elevation*

Linnet Corner  
Progress Photos  
(September 30, 2024)



*Figure 7: Roof & Exterior Building Maintenance (EBM) Installation*



*Figure 8: Rough electrical installation*



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.D

To: Board of Directors  
Island City Development

From: Tony Weng, Senior Project Manager

Date: October 16, 2024

Re: Accept the Monthly Report for North Housing Offsites.

## **BACKGROUND**

The Housing Development Department provides monthly reports on projects under construction, and the Housing Authority of the City of Alameda (AHA) is leading the North Housing Master-Plan work to prepare the sites and provide infrastructure for Linnet Corner and Estuary I. This report provides updates on the North Housing Block A offsite work.

## **DISCUSSION**

Site: North Housing Block A Offsite Improvements, 501 Mosley Ave Alameda, CA 94501

Total cost: \$4,015,747

Source of funds: Budgeted within the North Housing Block A projects with Estuary I covering 23%, Linnet Corner covering 60%, and Estuary II covering 17% of the offsite improvement costs.

Purpose: AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvements for North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvements work is expected to be on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). Therefore, the contract end date is October 2025, which aligns with the later of the two housing projects' expected completion date. The contracted value for the offsite improvements work are budgeted in each of the housing developments at Block A and funding was approved by the Board of Commissioners in December 2023. There is a 'contractor's contingency' of \$150,000 in the contract that is partially used at 46%. To project for completion, staff has added \$280,000 in owner's contingency that is held outside of the construction contract. Pro rata shares of the \$280,000 owner's contingency is being planned for in the contingency trackers of Estuary I, Linnet Corner, and Estuary II. Staff anticipate that the contract contingency will be fully used at the end of construction.

Timeline: February 2024 to October 2025

Status: As of the end of September 2024, offsite improvements work is about 37% complete. Contractor billing for September 2024 is at \$191,467 and consists of earthwork, survey and staking, erosion control, dry utilities such as the joint trench for electricity, and contractor fees. There are no change orders, and the project is on schedule. Details on the contract status and contingency used are attached.

## **FISCAL IMPACT**



The Board of Commissioners approved the funding for the North Housing Master-Plan in August and December 2023.

**CEQA**

Not Applicable

**RECOMMENDATION**

Accept the Monthly Report for North Housing Offsites.

**ATTACHMENTS**

1. Att 1\_NH Block A\_Offsites\_Contract\_Tracking

Respectfully submitted,



Tony Weng, Senior Project Manager

**North Housing Block A - Offsite Improvements Contract Tracking**  
**Update - as of September 30, 2024**

<b>General Contract Status</b>	
Total Contract Value	\$4,015,747
Change Orders	\$0
Revised Contract Value	\$4,015,747
Value of Work Completed to Date	\$1,486,630
Retention Withheld	\$139,105
Amount Paid to Date	\$1,347,525
Balance to Finish	\$2,668,222
% Construction Complete	37%

<b>Contract Contingency Utilization</b>	
	Hard Cost
Total Contract Contingency	\$150,000
Approved Contract Contingency Usage To Date	\$68,396
Remaining Balance of Contract Contingency	\$81,604
% of Contract Contingency Used	46%

<b>Owner Contingency Utilization</b>	
Total Owner Contingency Outside of Contract	\$280,000
Approved Owner Contingency Usage To Date	\$0
Remaining Balance of Owner Contingency	\$280,000
% of Owner Contingency Used	0%



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.E

To: Board of Directors  
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: October 16, 2024

Re: Accept and Approve the Regular Meeting Schedule for Island City Development Board of Directors Meeting.

## **BACKGROUND**

According to the Island City Development (ICD) Bylaws, amended and restated by the Board of Directors on May 25, 2022, the Board of Directors must hold Regular meetings at least quarterly. Regular meetings are held for the purpose of organization, election of officers and the transaction of other business. Previously, the ICD Board of Directors did not have a yearly meeting calendar available for public communication.

## **DISCUSSION**

In order to provide better information to the public and to communicate a clear schedule for ICD meetings, a yearly, Regular Meeting Calendar shall be established. Regular meetings will be held quarterly in March, June, August, and November of each year. The Regular Annual meeting will be held in November of each year. The ICD Annual Budget, the Low-Income Housing Tax Credit (LIHTC) Annual Operating Budgets, and the Audited Financial Statements and Tax Returns for ICD are accepted and approved at the November Regular Annual meeting. The President of ICD shall furnish a written Annual Report to Directors at the March Regular meeting.

## **FISCAL IMPACT**

N/A

## **CEQA**

N/A

## **RECOMMENDATION**

Accept and Approve the Regular Meeting Schedule for Island City Development Board of Directors Meeting.

## **ATTACHMENTS**

None

Respectfully submitted,







ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Shanon Lampkins, Director of Asset Management

Date: October 16, 2024

Re: Accept and Approve the Constitution & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

**BACKGROUND**

This memo provides an overview of the annual operating budgets for the fiscal year 2024 for the Low-Income Housing Tax Credit (LIHTC) property, Rosefield Village, where Island City Development is the Managing General Partner.

**DISCUSSION**

Asset Management’s role is to ensure compliance with applicable regulatory agreements and underwritten financial performance. FPI Management, a 3rd party property management company, has prepared and submitted the annual operating budget for the following LIHTC property to asset management staff for Rosefield Village, a 92-unit LIHTC property, located at 727 Buena Vista Avenue in Alameda, serving low-income families including disabled persons. The project receives rental subsidy from twenty-three (23) Project-Based Vouchers (PBV).

The operating budget is a projection of the upcoming fiscal year’s operating revenue and expenses including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution. Note that partnership expenses such as limited partner’s asset management fee, partnership management fee, etc. are taken from surplus cash flow if any. Asset Management has reviewed and now submits the FY 2025 draft budget to the ICD Board of Directors for approval. Upon the Board’s approval, Aset Management will submit the budget to the appropriate investor limited partners, lenders, and regulatory agencies. Staff will bring any investor requested revisions over 10% of total budget back to the Board of Directors.

Below is a summary table of the budget.

<b>FY2025 Budget Summary for Rosefield Commons</b>	
<i>Units</i>	92
Total Revenue	\$ 2,175,730



Total Operating Expenses	\$ 903,497
PUPY Operating Expense	\$ 9,821
Net Operating Income	\$ 1,272,233
Annual Debt Service	\$ 500,187
RR Deposit	\$ 55,200
Capital Expenses	\$ 12,500
Partnership Expenses	\$ 33,457
DSCR	2.54
Cash Flow	\$ 670,889

**FISCAL IMPACT**

See attached budget.

**CEQA**

Not Applicable

**RECOMMENDATION**

Accept and Approve the Constitution & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

**ATTACHMENTS**

1. Rosefield Village FPI 2025 Budget Final 10-10-2024

Respectfully submitted,  
Shanon Lampkins, Director of Asset Management



Rosefield Village  
Prepared By:  
Budget Year

Budget Summary

OCAF Rent Increase % 1.15  
Date of Rent Increase 2.433

DSCR Threshold 1.15  
DSCR 2.433

DSCR Above Threshold Throughout Year? Yes  
If not, violation Start Month

Tax Credit Rent Increase % 3.00%  
Date of Rent Increase 4900.00%

Vacancy % 3.00%  
Management Fee \$641,818

# of Months Violation Lasts 0  
NOI Above/Below DSCR Requirement \$641,818

# of Units 92

YEAR	Monthly NOI Above/Below to Meet DSCR												Total
	2025	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
	\$40,417	\$61,615	\$48,035	\$69,533	\$44,028	\$60,951	\$41,890	\$62,640	\$49,999	\$69,573	\$50,564	\$54,442	\$641,818
Units Vacant:	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	33.1
Units Occupied:	89.2	89.2	89.2	89.2	89.2	89.2	89.2	89.2	89.2	89.2	89.2	89.2	58.9
% Vacant:	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
% Occupied:	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%	97.0%
Economic Occupancy *	93.1%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%	93.2%

Revenue	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit
Total Rent Revenue	176,738	179,142	179,243	179,547	179,648	179,587	179,587	179,587	179,587	179,587	179,587	179,587	2,151,430	23,385
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	1,946	1,946	2,183	1,946	1,946	2,183	1,946	1,946	2,183	1,946	1,946	2,183	24,300	264
<b>TOTAL REVENUE</b>	<b>178,684</b>	<b>181,088</b>	<b>181,427</b>	<b>181,493</b>	<b>181,594</b>	<b>181,771</b>	<b>181,533</b>	<b>181,533</b>	<b>181,771</b>	<b>181,533</b>	<b>181,533</b>	<b>181,771</b>	<b>2,175,730</b>	<b>23,649</b>

OPERATING EXPENSES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Payroll	21,147	14,857	14,419	14,419	14,419	14,419	21,465	13,413	14,419	14,419	14,419	22,954	194,797
Leasing & Marketing Expense	375	375	375	375	375	375	375	375	375	375	375	375	4,500
Administrative Expenses	16,256	16,530	17,306	15,656	22,281	17,913	17,283	17,593	15,686	15,656	15,656	15,686	203,402
Property Management Expense	4,508	4,508	4,508	4,508	4,508	4,508	4,508	4,508	4,508	4,508	4,508	4,508	54,096
Utility Expense	21,650	8,652	21,631	8,652	21,631	8,652	21,631	8,652	21,631	8,652	21,631	8,652	181,699
Repairs & Maintenance Expense	11,434	11,434	12,236	11,434	11,434	12,236	11,434	11,434	12,236	11,434	11,434	12,236	140,413
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	10,383	10,383	10,383	10,383	10,383	10,383	10,383	10,383	10,383	10,383	10,383	10,383	124,591
<b>TOTAL OPER. EXPENSES</b>	<b>85,732</b>	<b>66,738</b>	<b>80,857</b>	<b>65,426</b>	<b>85,030</b>	<b>68,385</b>	<b>87,109</b>	<b>66,358</b>	<b>79,237</b>	<b>65,426</b>	<b>78,405</b>	<b>74,794</b>	<b>903,487</b>

NET OPERATING INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	92,952	114,350	100,570	116,067	96,564	113,385	84,424	115,175	102,534	116,107	103,128	106,977	1,272,233

NET INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Debt Service (Interest)	36,003	36,003	36,003	36,003	36,003	36,003	36,003	36,003	36,003	36,003	36,003	36,003	432,036
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	2,788	2,788	2,788	2,788	2,788	2,788	2,788	2,788	2,788	2,788	2,788	2,788	33,457
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>NET INCOME</b>	<b>54,161</b>	<b>75,559</b>	<b>61,779</b>	<b>77,276</b>	<b>57,773</b>	<b>74,594</b>	<b>55,633</b>	<b>76,384</b>	<b>63,743</b>	<b>77,316</b>	<b>64,337</b>	<b>68,186</b>	<b>806,740</b>

CASH FLOW	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Debt Service (Principal Payments)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(5,679)	(68,161)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves Deposits	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(4,600)	(55,200)
Reserve Withdrawals	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(900)	(12,500)
Capital Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>CASH FLOW</b>	<b>42,881</b>	<b>64,380</b>	<b>50,589</b>	<b>66,097</b>	<b>46,684</b>	<b>63,515</b>	<b>42,054</b>	<b>65,305</b>	<b>52,663</b>	<b>66,237</b>	<b>53,258</b>	<b>57,107</b>	<b>670,889</b>

DSCR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
	2.120	2.633	2.302	2.674	2.206	2.610	2.155	2.653	2.350	2.675	2.364	2.456	2.433

\* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager	Date		Time
FPI Director/VP	Date		
Portfolio Manager	Date		

Gatekeeper Checklist is not complete.



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Shanon Lampkins, Director of Asset Management

Date: October 16, 2024

Re: Accept and Approve the Sherman & Buena Vista L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

## **BACKGROUND**

This memo provides an overview of the annual operating budgets for the fiscal year and calendar year 2025 for the Low-Income Housing Tax Credit (LIHTC) property, Littlejohn Commons, where Island City Development is the Managing General Partner.

## **DISCUSSION**

Asset Management’s role is to ensure compliance with applicable regulatory agreements and underwritten financial performance. FPI Management, a 3rd party property management company, has prepared and submitted the annual operating budgets for the following three LIHTC properties to asset management staff for Littlejohn Commons, a 31-unit LIHTC property, located at 1301 Buena Vista Avenue in Alameda, serving seniors (62+). The project receives rental subsidy from twenty-five (25) Project-Based Vouchers (PBV).

The operating budget is a projection of the upcoming fiscal year’s operating revenue and expenses including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution. Note that partnership expenses such as limited partner’s asset management fee, partnership management fee, etc. are taken from surplus cash flow if any.

Asset Management has reviewed and now submits the FY 2025 draft budget to the ICD Board of Directors for approval. Upon the Board’s approval, Aset Management will submit the budget to the appropriate investor limited partners, lenders, and regulatory agencies. Staff will bring any investor requested revisions over 10% of total budget back to the Board of Directors.

Below is a summary table of the budget.

**FY2025 Budget Summary for Littlejohn Commons**



<i>Units</i>	31
Total Revenue	\$ 807,855
Total Operating Expenses	\$ 360,132
PUPY Operating Expense	\$ 11,617
Net Operating Income	\$ 447,723
Annual Debt Service	\$ 236,234
RR Deposit	\$ 15,500
Capital Expenses	\$ 9,500
Partnership Expenses	\$ 28,981
DSCR	1.90
Cash Flow	\$ 157,508

**FISCAL IMPACT**

See attached budget.

**CEQA**

Not Applicable

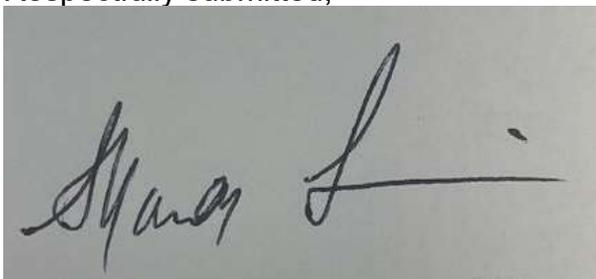
**RECOMMENDATION**

Accept and Approve the Sherman & Buena Vista L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

**ATTACHMENTS**

1. Littlejohn Commons FPI 2025 Budget Final 10-10-2024

Respectfully submitted,



Shanon Lampkins, Director of Asset Management





Budget Summary

Little John Commons  
Prepared By: 2025  
Budget Year

OCAF Rent Increase %  
Date of Rent Increase

DCSR Threshold 1.15  
DCSR 1.830

DCSR Above Threshold Throughout Year? Yes  
If not, violation Start Month  
# of Months Violation Lasts 0  
NOI Above/Below DSCR Requirement \$160,554

# of Units 31

Tax Credit/Rent Increase %  
Date of Rent Increase

Vacancy % 5.00%  
Management Fee 4900.00%

YEAR	Monthly NOI Above/Below to Meet DSCR												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2025	\$6,006	\$16,698	\$12,311	\$16,548	\$10,500	\$16,923	\$8,886	\$17,392	\$13,481	\$17,463	\$13,481	\$10,668	\$160,554
Units Vacant:	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	1.6	18.6
Units Occupied:	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	29.5	12.4
% Vacant:	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
% Occupied:	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%	95.0%
Economic Occupancy *	92.3%	92.4%	92.4%	92.4%	92.4%	92.3%	92.3%	92.3%	92.3%	92.3%	92.3%	92.3%	92.4%

Revenue	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit
Total Rent Revenue	66,576	66,873	66,873	66,873	66,873	66,873	66,861	66,861	66,861	66,861	66,861	66,861	802,105	25,874
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	638	400	400	638	400	400	400	638	400	400	400	638	5,750	185
<b>TOTAL REVENUE</b>	<b>67,214</b>	<b>67,273</b>	<b>67,273</b>	<b>67,511</b>	<b>67,273</b>	<b>67,273</b>	<b>67,261</b>	<b>67,498</b>	<b>67,261</b>	<b>67,261</b>	<b>67,261</b>	<b>67,498</b>	<b>807,855</b>	<b>26,060</b>

OPERATING EXPENSES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Payroll	13,814	6,749	9,749	9,651	9,581	9,518	14,060	8,794	9,465	9,465	9,465	15,520	128,831	4,156
Leasing & Marketing Expense	225	225	225	225	225	225	225	225	225	225	225	225	2,700	87
Administrative Expenses	7,209	5,401	5,979	5,137	7,968	5,607	5,079	5,137	5,079	5,137	5,079	5,137	67,910	2,191
Property Management Expense	1,519	1,519	1,519	1,519	1,519	1,519	1,519	1,519	1,519	1,519	1,519	1,519	18,228	588
Utility Expense	6,172	2,163	6,172	2,163	6,172	2,163	6,172	2,163	6,172	2,163	6,172	2,163	50,013	1,613
Repairs & Maintenance Expense	4,997	4,047	4,047	4,997	4,047	4,047	4,047	4,997	4,047	4,047	4,047	4,997	52,366	1,689
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	3,340	3,340	3,340	3,340	3,340	3,340	3,340	3,340	3,340	3,340	3,340	3,340	40,084	1,293
<b>TOTAL OPER. EXPENSES</b>	<b>37,277</b>	<b>26,445</b>	<b>31,032</b>	<b>27,032</b>	<b>32,843</b>	<b>26,419</b>	<b>34,443</b>	<b>26,176</b>	<b>29,848</b>	<b>29,867</b>	<b>29,848</b>	<b>32,901</b>	<b>380,132</b>	<b>11,617</b>

NET OPERATING INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Debt Service (Interest)	7,424	7,424	7,424	7,424	7,424	7,424	7,424	7,424	7,424	7,424	7,424	7,424	89,086	2,874
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	2,415	2,415	2,415	2,415	2,415	2,415	2,415	2,415	2,415	2,415	2,415	2,415	28,981	935
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL NET OPERATING INCOME</b>	<b>5,009</b>	<b>60,065</b>	<b>1,909</b>											

NET INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Debt Service (Principal Payments)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(147,148)	(4,747)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves Deposits	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(15,500)	(500)
Reserve Withdrawals	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(9,500)	(306)
Capital Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL NET INCOME</b>	<b>-5,544</b>	<b>-66,656</b>	<b>-2,133</b>											

CASH FLOW	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Debt Service (Principal Payments)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(12,262)	(147,148)	(4,747)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves Deposits	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(1,292)	(15,500)	(500)
Reserve Withdrawals	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(9,500)	(306)
Capital Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL CASH FLOW</b>	<b>-5,544</b>	<b>-66,656</b>	<b>-2,133</b>											

DCSR 1.455 2.008 1.775 1.991 1.893 2.010 1.601 2.033 1.835 2.037 1.835 1.892 1.830

\* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager  Date

FPI Director/VP  Date

Portfolio Manager  Date

Gatekeeper Checklist is not complete.



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

To: Board of Directors  
Island City Development

From: Shanon Lampkins, Director of Asset Management

Date: October 16, 2024

Re: Accept and Approve the Everett & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

## **BACKGROUND**

This memo provides an overview of the annual operating budget for the fiscal year and calendar year 2025 for the Low-Income Housing Tax Credit (LIHTC) property, Everett Commons, where Island City Development is the Managing General Partner.

## **DISCUSSION**

Asset Management’s role is to ensure compliance with applicable regulatory agreements and underwritten financial performance. FPI Management, a 3rd party property management company, has prepared and submitted the annual operating budget for the following LIHTC property to asset management staff for Everett Commons, a 20-unit LIHTC property, located at 2437 Eagle Avenue in Alameda, serving low-income families and veterans. The project receives rental subsidy from twelve (12) Project-Based Vouchers (PBV) and five (5) Veteran Affairs Supportive Housing Vouchers (VASH).

The operating budget is a projection of the upcoming fiscal year’s operating revenue and expenses including administrative, marketing, utilities, operating and maintenance, taxes and insurance, and resident services. The budget also includes other required financial expenses such as the monthly debt service payments and replacement reserve deposits for projecting the amount of cash flow available for distribution. Note that partnership expenses such as limited partner’s asset management fee, partnership management fee, etc. are taken from surplus cash flow if any. Asset Management has reviewed and now submits the FY 2025 draft budget to the ICD Board of Directors for approval. Upon the Board’s approval, Aset Management will submit the budget to the appropriate investor limited partners, lenders, and regulatory agencies. Staff will bring any investor requested revisions over 10% of total budget back to the Board of Directors.

Below is a summary table of the budget.

<b>FY2025 Budget Summary for Everett Commons</b>	
<i>Units</i>	20
Total Revenue	\$ 640,300



Total Operating Expenses	\$	312,328
PUPY Operating Expense	\$	15,616
Net Operating Income	\$	327,972
Annual Debt Service	\$	212,904
RR Deposit	\$	20,000
Capital Expenses	\$	10,800
Partnership Expenses	\$	13,996
DSCR		1.54
Cash Flow	\$	70,272

**FISCAL IMPACT**

See attached budget.

**CEQA**

Not Applicable

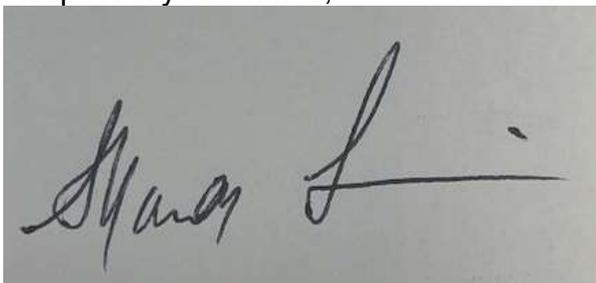
**RECOMMENDATION**

Accept and Approve the Everett & Eagle L.P. Annual Operating Budget for the Fiscal Year and Calendar Year 2025.

**ATTACHMENTS**

1. Everett Commons FPI 2025 Budget Final 10-10-2024

Respectfully submitted,



Shanon Lampkins, Director of Asset Management

Budget Summary

Everett Commons  
Prepared By: Willie Daniels  
Budget Year: 2025

OCAF Rent Increase %  
Date of Rent Increase

DCSR Threshold: 1.15  
DCSR: 1.447

DCSR Above Threshold Throughout Year? Yes  
If not, violation Start Month

# of Units: 20

Tax Credit Rent Increase %  
Date of Rent Increase

Vacancy %: 2.50%  
Management Fee: 4900.00%

YEAR	Monthly NOI Above/Below to Meet DSCR												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2025	\$1,762	\$6,764	\$4,642	\$7,320	\$2,550	\$7,759	\$2,532	\$7,772	\$4,972	\$9,257	\$4,160	\$4,622	\$63,133
Units Vacant:	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	6.0
Units Occupied:	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	19.5	14.0
% Vacant:	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.9%
% Occupied:	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%	97.5%
Economic Occupancy *	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%	93.4%

Revenue	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit	
Total Rent Revenue	52,626	52,626	52,626	52,626	52,626	52,626	52,624	52,624	52,624	52,624	52,624	52,624	52,624	631,500	31,575
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	917	642	642	917	642	642	642	917	642	642	917	642	642	8,800	440
<b>TOTAL REVENUE</b>	<b>53,543</b>	<b>53,268</b>	<b>53,268</b>	<b>53,543</b>	<b>53,268</b>	<b>53,268</b>	<b>53,265</b>	<b>53,540</b>	<b>53,265</b>	<b>53,265</b>	<b>53,540</b>	<b>53,265</b>	<b>53,265</b>	<b>640,300</b>	<b>32,015</b>

OPERATING EXPENSES	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		
Payroll	7,463	5,237	5,237	5,237	5,082	5,082	7,523	4,810	5,082	5,082	5,082	5,082	6,544	65,462	3,474
Leasing & Marketing Expense	150	150	150	150	150	150	150	150	150	150	150	150	150	1,800	90
Administrative Expenses	7,310	6,570	7,400	7,310	9,847	7,750	7,223	7,283	7,223	7,250	7,310	7,223	7,223	91,702	4,585
Property Management Expense	980	980	980	980	980	980	980	980	980	980	980	980	980	11,760	588
Utility Expense	5,897	2,585	5,897	2,585	5,897	2,585	5,897	2,585	5,897	2,585	5,897	2,585	5,897	50,894	2,545
Repairs & Maintenance Expense	3,963	2,963	2,963	3,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	2,963	39,552	1,978
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	3,928	47,138	2,357
<b>TOTAL OPER. EXPENSES</b>	<b>29,711</b>	<b>24,414</b>	<b>26,556</b>	<b>24,153</b>	<b>28,848</b>	<b>23,439</b>	<b>28,664</b>	<b>23,699</b>	<b>26,223</b>	<b>22,939</b>	<b>27,310</b>	<b>26,373</b>	<b>26,373</b>	<b>312,328</b>	<b>15,616</b>

NET OPERATING INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		
Debt Service (Interest)	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	14,676	176,116	8,806
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	13,996	700
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>NET INCOME</b>	<b>7,899</b>	<b>13,012</b>	<b>10,670</b>	<b>13,547</b>	<b>8,578</b>	<b>13,887</b>	<b>8,759</b>	<b>13,999</b>	<b>11,200</b>	<b>14,484</b>	<b>10,387</b>	<b>11,049</b>	<b>10,387</b>	<b>137,860</b>	<b>6,863</b>

NET OPERATING INCOME	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total		
Debt Service (Principal Payments)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(3,066)	(36,788)	(1,839)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves Deposits	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(1,667)	(20,000)	(1,000)
Reserve Withdrawals	(2,700)	0	(2,700)	0	0	0	(2,700)	0	0	(2,700)	0	0	0	(10,800)	(540)
Capital Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Capital Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rehab Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Replacement Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjustments to Cash Flow	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>CASH FLOW</b>	<b>557</b>	<b>8,279</b>	<b>3,437</b>	<b>8,815</b>	<b>3,845</b>	<b>9,254</b>	<b>1,327</b>	<b>9,267</b>	<b>6,467</b>	<b>7,052</b>	<b>5,655</b>	<b>6,317</b>	<b>7,052</b>	<b>70,272</b>	<b>3,514</b>

DCSR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
DCSR	1.249	1.532	1.412	1.563	1.282	1.587	1.263	1.588	1.430	1.615	1.384	1.422	1.447

\* Economic Occupancy Excludes Retail Revenue

Enter Name and Date when Budget is approved

Owner/Asset Manager	Date	Time
FPI Director/VP	Date	
Portfolio Manager	Date	

Gatekeeper Checklist is not complete.



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.1

To: Board of Directors  
Island City Development

From: Jenny Wong, Senior Project Manager

Date: October 16, 2024

Re: Ratify Three Contract Amendments No. 1 Totaling Up to \$10,650 to Carlson, Barbee, & Gibson, Inc. and Approve Three Contract Amendments No.2 Totaling Up to \$4,200 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner.

## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) is leading the development of the 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS), formerly known as Coast Guard Housing. AHA has supported Island City Development (ICD) in its active development of approximately 3 acres (Block A), which is the first phase of North Housing, with a total of 155 apartments, to be built in three separate projects. Island City Development (ICD) performs real estate development services for the three Block A projects: The Estuary I, The Estuary II, and Linnet Corner. Please see previous Board reports for project details.

## **DISCUSSION**

Carlson, Barbee, and Gibson, Inc. (CBG) is the Civil Engineer, including the offsite street improvements at Block A. The original contract was with ICD. In December 2023, the ICD Board of Directors approved the request to split the ICD contract into three (one for each legal entity) and approved the overall contract amount. The contract trifurcation resulted in one contract between CBG and each of the three Partnerships for civil engineering services. The value of all services completed and costs expended is retained in the new contracts. In January 2024, the Board approved an increase to the contract amount for additional costs related to the survey services required by the lenders, building permit requirements, and Reciprocal Easement Agreement.

The general contractor, J.H. Fitzmaurice, is utilizing the vacant land of North Housing Block C for staging and soil stockpiling for Block A construction purposes. The State Water Resources Control Board requires a separate Stormwater Pollution Prevention Plan (SWPPP) to monitor the activity on Block C. The scope of services performed by CBG will be expanded to include the preparation of a new SWPPP. The cost for this added work is \$4,200 to be divided equally among the three Block A projects.

The total fees for Civil Engineering services are not-to-exceed \$91,085 for The Estuary I,



\$89,235 for The Estuary II, and \$88,590 for Linnet Corner, including all expenses.  
 The Contract cost breakdown is below:

	The Estuary I	The Estuary II	Linnet Corner	Total Block A
Trifurcated Contracts (Initial Contract)	\$85,520	\$85,520	\$83,020	\$254,060
Amendment No. 1	\$4,165	\$2,315	\$4,170	\$10,650
<u>Amendment No. 2</u>	<u>\$1,400</u>	<u>\$1,400</u>	<u>\$1,400</u>	<u>\$4,200</u>
Grand Contract Total	\$91,085	\$89,235	\$88,590	\$268,910
<u>Contingency Remaining</u>	<u>\$18,600</u>	<u>\$18,600</u>	<u>\$18,600</u>	<u>\$55,800</u>
Total Board Approved Civil Engineering Budget	\$109,685	\$107,835	\$107,190	\$324,710

CBG Contract Amendment No.1 for the additional survey services for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 1, Attachment 2, and Attachment 3, respectively. CBG Contract Amendment No.2 for the additional SWPPP for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 4, Attachment 5, and Attachment 6, respectively.

For clarity, the projects and associated limited partnerships are:  
 The Estuary I - Lakehurst and Mosley LP  
 The Estuary II - Mosley and Mabuhay LP  
 Linnet Corner - Mabuhay and Lakehurst LP.

**FISCAL IMPACT**

The contract amendment amounts discussed above are within the contingency amount previously authorized by the Board. Each project has sufficient soft cost budget to accommodate the increase.

**CEQA**

Not Applicable.

**RECOMMENDATION**

Ratify Three Contract Amendments No. 1 Totaling Up to \$10,650 to Carlson, Barbee, & Gibson, Inc. and Approve Three Contract Amendments No.2 Totaling Up to \$4,200 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner.

**ATTACHMENTS**

1. Att1\_Estuary I CBG Contract Amendment No.1
2. Att2\_Estuary II CBG Contract Amendment No.1



3. Att3\_Linnet Corner CBG Contract Amendment No.1
4. Att4\_Estuary I CBG Contract Amendment No.2
5. Att5\_Estuary II CBG Contract Amendment No.2
6. Att6\_Linnet Corner CBG Contract Amendment No.2

Respectfully submitted,



Jenny Wong, Senior Project Manager

**AMENDMENT NO.1 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 7<sup>th</sup> day of May, 2024 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between MABUHAY AND LAKEHURST LP and Consultant.

B. The Contract limited the Compensation to Consultant to a not exceed amount of eighty-five thousand five hundred twenty dollars and zero cents (85,520.00).

C. The effective date of this amendment shall be May 7, 2024.

D. All conditions of the Contract will remain the same except as amended below.

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

The scope of services is expanded to include ALTA survey revisions and preparation of reciprocal easement exhibits, plat maps, and legal descriptions. Please see Exhibit A for additional detail.

The not to exceed amount for the entire Contract shall be amended from eighty-five thousand five hundred twenty dollars and zero cents (85,520.00) to eighty-nine thousand six hundred eighty-five dollars and zero cents (\$89,685.00).

The Contract expiration date remains as December 31, 2026.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT SERVICES CONTRACT

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a California corporation

By: 

Name: Angelo Obertello

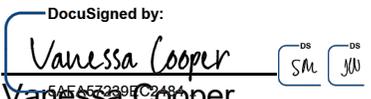
Its: Principal

**OWNER**

**Lakehurst and Mosley LP,** a California limited partnership

By: ICD Lakehurst LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By:   
Vanessa Cooper,  
President

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

Please see attached ASR for the additional scope of \$4,165.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 4, 2024  
 Job No.: 2551-000  
 Revised: May 9, 2024

## Additional Services Request

**North Housing Block A  
 Additional Survey Services  
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>		
	<u>Estuary I</u>	<u>Estuary II</u>	<u>Linnet Corner</u>
I. Survey			
A. ALTA Survey Revisions	\$ 1,850		\$ 1,850
1. Revise ALTA Surveys for PSH 1 and Senior Housing sites to incorporate additional easement documents and other requests from the Project Attorneys.			
B. Plat and Legal Descriptions (2)			
1. Prepare an exhibit depicting the reciprocal easement configurations for both PSH and Senior Housing areas and obtain confirmation of extents from Client and Project Attorney.	\$ 615	\$ 615	\$ 620
2. Prepare two plat maps and legal descriptions of the reciprocal easement areas within the PSH and Senior Housing parcels.	\$ 1,200	\$ 1,200	\$ 1,200
3. Assist Client with finalizing the easement documents	\$ 500	\$ 500	\$ 500
II. Reimbursables		(Cost + 10%)	
A. Printing and Computer Plots.			
B. Delivery Services and UPS.			
C. Acquisition of Record Materials.			
D. Mileage, Tolls, and Parking.			
<b>Total</b>	<b>\$ 4,165</b>	<b>\$ 2,315</b>	<b>\$ 4,170</b>
<b>Plus Reimbursables</b>			

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024.

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322  
 1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

www.cbandg.com



CIVIL ENGINEERS | SURVEYORS | PLANNERS

## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

### Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer .....	\$145 - \$165

### Planning

Senior Planner .....	\$215 - \$235
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### Surveying

Survey Manager .....	\$245
Senior Surveyor .....	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor .....	\$170 - \$185
Assistant Surveyor .....	\$145 - \$165

Party Chief.....	\$205
------------------	-------

Chainman .....	\$115
----------------	-------

### Drafting

CAD Technician.....	\$145
---------------------	-------

### Administration

Clerical .....	\$88
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Reimbursables .....	Cost + 10%
---------------------	------------

### Management

Principal .....	\$270
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Associate .....	\$255
-----------------	-------

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 1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

[www.cbandg.com](http://www.cbandg.com)

**AMENDMENT NO.1 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 5<sup>th</sup> day of June, 2024 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between MOSLEY AND MABUHAY LP and Consultant.

B. The Contract limited the Compensation to Consultant to a not exceed amount of eighty-five thousand five hundred twenty dollars and zero cents (85,520.00).

C. The effective date of this amendment shall be June 5, 2024.

D. All conditions of the Contract will remain the same except as amended below.

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

The scope of services is expanded to include preparation of reciprocal easement exhibits, plat maps, and legal descriptions. Please see Exhibit A for additional detail.

The not to exceed amount for the entire Contract shall be amended from eighty-five thousand five hundred twenty dollars and zero cents (85,520.00) to eighty-seven thousand eight hundred thirty-five dollars and zero cents (\$87,835.00).

The Contract expiration date remains as December 31, 2026.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT SERVICES CONTRACT

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a California corporation

By:  \_\_\_\_\_  
1D7F199A235C462...

Name: Andrea Bellanca

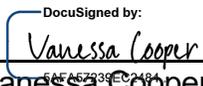
Its: Principal

**OWNER**

**Mosley and Mabuhay LP,** a California limited partnership

By: ICD Mosley LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By:  \_\_\_\_\_    
Vanessa Cooper,  
President

CONSULTANT SERVICES CONTRACT

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

Please see attached ASR for the additional scope of \$2,315.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 4, 2024  
 Job No.: 2551-000  
 Revised: May 9, 2024

## Additional Services Request

**North Housing Block A  
 Additional Survey Services  
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>		
	<u>Estuary I</u>	<u>Estuary II</u>	<u>Linnet Corner</u>
I. Survey			
A. ALTA Survey Revisions	\$ 1,850		\$ 1,850
1. Revise ALTA Surveys for PSH 1 and Senior Housing sites to incorporate additional easement documents and other requests from the Project Attorneys.			
B. Plat and Legal Descriptions (2)			
1. Prepare an exhibit depicting the reciprocal easement configurations for both PSH and Senior Housing areas and obtain confirmation of extents from Client and Project Attorney.	\$ 615	\$ 615	\$ 620
2. Prepare two plat maps and legal descriptions of the reciprocal easement areas within the PSH and Senior Housing parcels.	\$ 1,200	\$ 1,200	\$ 1,200
3. Assist Client with finalizing the easement documents	\$ 500	\$ 500	\$ 500
II. Reimbursables		(Cost + 10%)	
A. Printing and Computer Plots.			
B. Delivery Services and UPS.			
C. Acquisition of Record Materials.			
D. Mileage, Tolls, and Parking.			
<b>Total</b>	<b>\$ 4,165</b>	<b>\$ 2,315</b>	<b>\$ 4,170</b>
<b>Plus Reimbursables</b>			

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024.

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 1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

www.cbandg.com



CIVIL ENGINEERS | SURVEYORS | PLANNERS

## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

### Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer .....	\$145 - \$165

### Planning

Senior Planner .....	\$215 - \$235
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### Surveying

Survey Manager .....	\$245
Senior Surveyor .....	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor .....	\$170 - \$185
Assistant Surveyor .....	\$145 - \$165

Party Chief.....	\$205
Chainman .....	\$115

### Drafting

CAD Technician.....	\$145
---------------------	-------

### Administration

Clerical .....	\$88
Reimbursables .....	Cost + 10%

### Management

Principal .....	\$270
Associate .....	\$255

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 1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

[www.cbandg.com](http://www.cbandg.com)

**AMENDMENT NO.1 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 7<sup>th</sup> day of May, 2024 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between MABUHAY AND LAKEHURST LP and Consultant.

B. The Contract limited the Compensation to Consultant to a not exceed amount of eighty-three thousand twenty dollars and zero cents (83,020.00).

C. The effective date of this amendment shall be May 7, 2024.

D. All conditions of the Contract will remain the same except as amended below.

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

The scope of services is expanded to include ALTA survey revisions and preparation of reciprocal easement exhibits, plat maps, and legal descriptions. Please see Exhibit A for additional detail.

The not to exceed amount for the entire Contract shall be amended from eighty-three thousand twenty dollars and zero cents (83,020.00) to eighty-seven thousand one hundred ninety dollars and zero cents (\$87,190.00).

The Contract expiration date remains as December 31, 2026.

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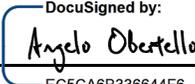
[SIGNATURES ON FOLLOWING PAGE]

CONSULTANT SERVICES CONTRACT

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a California corporation

By:  \_\_\_\_\_  
EC5CA6B336644F6...

Name: Angelo Obertello

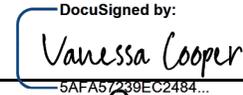
Its: Principal

**OWNER**

**Mabuhay and Lakehurst LP,** a California limited partnership

By: ICD Mabuhay LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By:  \_\_\_\_\_  
5AF A67239EC2484... SAM PA  
Vanessa Cooper,  
President

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

Please see attached ASR for the additional scope of \$4,170.



CIVIL ENGINEERS | SURVEYORS | PLANNERS

January 4, 2024  
 Job No.: 2551-000  
 Revised: May 9, 2024

## Additional Services Request

**North Housing Block A  
 Additional Survey Services  
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>		
	<u>Estuary I</u>	<u>Estuary II</u>	<u>Linnet Corner</u>
I. Survey			
A. ALTA Survey Revisions	\$ 1,850		\$ 1,850
1. Revise ALTA Surveys for PSH 1 and Senior Housing sites to incorporate additional easement documents and other requests from the Project Attorneys.			
B. Plat and Legal Descriptions (2)			
1. Prepare an exhibit depicting the reciprocal easement configurations for both PSH and Senior Housing areas and obtain confirmation of extents from Client and Project Attorney.	\$ 615	\$ 615	\$ 620
2. Prepare two plat maps and legal descriptions of the reciprocal easement areas within the PSH and Senior Housing parcels.	\$ 1,200	\$ 1,200	\$ 1,200
3. Assist Client with finalizing the easement documents	\$ 500	\$ 500	\$ 500
II. Reimbursables		(Cost + 10%)	
A. Printing and Computer Plots.			
B. Delivery Services and UPS.			
C. Acquisition of Record Materials.			
D. Mileage, Tolls, and Parking.			
<b>Total</b>	<b>\$ 4,165</b>	<b>\$ 2,315</b>	<b>\$ 4,170</b>
	<b>Plus Reimbursables</b>		

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2024.

2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322  
 1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

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## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2024

### Engineering

Project Manager.....	\$245
Senior Engineer.....	\$220 - \$235
Project Engineer.....	\$195 - \$210
Staff Engineer.....	\$170 - \$185
Assistant Engineer .....	\$145 - \$165

### Planning

Senior Planner .....	\$215 - \$235
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### Surveying

Survey Manager .....	\$245
Senior Surveyor .....	\$220 - \$235
Project Surveyor.....	\$195 - \$210
Staff Surveyor .....	\$170 - \$185
Assistant Surveyor .....	\$145 - \$165

Party Chief.....	\$205
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Chainman .....	\$115
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### Drafting

CAD Technician.....	\$145
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### Administration

Clerical .....	\$88
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Reimbursables .....	Cost + 10%
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### Management

Principal .....	\$270
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Associate .....	\$255
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2633 CAMINO RAMON, SUITE 350 | SAN RAMON, CALIFORNIA 94583 | (925) 866-0322  
1430 BLUE OAKS BOULEVARD, SUITE 110 | ROSEVILLE, CALIFORNIA 95747 | (916) 788-4456

[www.cbandg.com](http://www.cbandg.com)

**AMENDMENT NO.2 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 4<sup>th</sup> day of October, 2024 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between LAKEHURST AND MOSLEY LP and Consultant.

B. The initial Contract limited the Compensation to Consultant to a not exceed amount of eighty-five thousand five hundred twenty dollars and zero cents (85,520.00) for the term of the contract which ends on December 31, 2026 unless extended or terminated.

C. Contract Amendment No.1 increased the total compensation from eighty-five thousand, five hundred twenty dollars and zero cents (85,520.00) to eighty-nine thousand, six hundred eighty-five dollars and zero cents (\$89,685.00).

D. The effective date of this Amendment shall be October 4, 2024.

E. All conditions of the Contract will remain the same except as amended below.

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

The not to exceed amount for the entire Contract shall be amended from eighty-nine thousand, six hundred eighty-five dollars and zero cents (\$89,685.00) to ninety-one thousand, eighty-five dollars and zero cents (\$91,085.00).

The scope of services is expanded to include additional SWPPP plan for North Housing Block A soil stockpiling and staging on North Housing Block C site. Please see Exhibit A for additional detail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a  
California corporation

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

Name: Angelo Obertello

Its: Principal

**OWNER**

**Lakehurst and Mosley LP,** a California  
limited partnership

By: ICD Lakehurst LLC, a California  
limited liability company, its  
managing general partner

By: Island City Development, a  
California nonprofit public  
benefit corporation, its sole  
manager

By: \_\_\_\_\_  
Vanessa Cooper,  
President

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

The cost for the additional scope attributable to The Estuary I is \$1,400. Please below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

<b>Task Name</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Additional SWPPP	\$3,500.00	\$1,166.66	\$1,166.66	\$1,166.67
Reimbursables	\$700.00	\$233.34	\$233.34	\$233.33
<b>Total</b>	<b>\$4,200.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>

Cost breakdown for the new Contract total

<b>Contract</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Initial	254,060.00	85,520.00	85,520.00	83,020.00
Amendment No. 1	10,650.00	4,165.00	2,315.00	4,170.00
Amendment No. 2	4,200.00	1,400.00	1,400.00	1,400.00
<b>Grand Total</b>	<b>268,910.00</b>	<b>91,085.00</b>	<b>89,235.00</b>	<b>88,590.00</b>



Additional Services Request

**North Housing Site  
Additional SWPPP - Staging Areas  
Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Additional SWPPP	
A. Prepare an additional SWPPP for the staging and stockpile areas that outside the current SWPPP’s coverage area.	\$ 3,500
1. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.	
2. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.	
3. Upload the SWPPP and other permit registration documents to the SMARTS website.	
II. Reimbursables	(Cost + 10%)
A. Printing and Computer Plots.	
B. Delivery Services and UPS.	
C. Acquisition of Record Materials.	
D. Mileage, Tolls and Parking.	
	<b>Total \$ 3,500 Plus Reimbursables</b>

III. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.
- B. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.

IV. Exclusions

- A. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- B. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.



## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2025

### Engineering

Project Manager.....	\$250
Senior Engineer.....	\$225 - \$240
Project Engineer.....	\$200 - \$215
Staff Engineer.....	\$175 - \$190
Assistant Engineer .....	\$150 - \$170

### Planning

Senior Planner .....	\$220 - \$240
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### Surveying

Survey Manager .....	\$250
Senior Surveyor .....	\$225 - \$240
Project Surveyor.....	\$200 - \$215
Staff Surveyor .....	\$175 - \$190
Assistant Surveyor .....	\$150 - \$170

Party Chief.....	\$210
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Chainman .....	\$120
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### Drafting

CAD Technician.....	\$150
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### Administration

Clerical .....	\$90
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Reimbursables .....	Cost + 10%
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### Management

Principal .....	\$275
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Associate .....	\$260
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**AMENDMENT NO.2 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 4<sup>th</sup> day of October, 2024 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between MOSLEY AND MABUHAY LP and Consultant.

B. The initial Contract limited the Compensation to Consultant to a not exceed amount of eighty-five thousand five hundred twenty dollars and zero cents (85,520.00) for the term of the contract which ends on December 31, 2026 unless extended or terminated.

C. Contract Amendment No.1 increased the total compensation from eighty-five thousand, five hundred twenty dollars and zero cents (85,520.00) to eighty-nine thousand, eight hundred thirty-five dollars and zero cents (\$87,835.00).

D. The effective date of this Amendment shall be October 4, 2024.

E. All conditions of the Contract will remain the same except as amended below.

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

The not to exceed amount for the entire Contract shall be amended from eighty-nine thousand, eight hundred thirty-five dollars and zero cents (\$87,835.00) to eighty-nine thousand, two hundred thirty-five dollars and zero cents (\$89,235.00).

The scope of services is expanded to include additional SWPPP plan for North Housing Block A soil stockpiling and staging on North Housing Block C site. Please see Exhibit A for additional detail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a California corporation

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

Name: Angelo Obertello

Its: Principal

**OWNER**

**Mosley and Mabuhay LP,** a California limited partnership

By: ICD Mosley LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By: \_\_\_\_\_  
Vanessa Cooper,  
President

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

The cost for the additional scope attributable to The Estuary II is \$1,400. Please below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

<b>Task Name</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Additional SWPPP	\$3,500.00	\$1,166.66	\$1,166.66	\$1,166.67
Reimbursables	\$700.00	\$233.34	\$233.34	\$233.33
<b>Total</b>	<b>\$4,200.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>

Cost breakdown for the new Contract total

<b>Contract</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Initial	254,060.00	85,520.00	85,520.00	83,020.00
Amendment No. 1	10,650.00	4,165.00	2,315.00	4,170.00
Amendment No. 2	4,200.00	1,400.00	1,400.00	1,400.00
<b>Grand Total</b>	<b>268,910.00</b>	<b>91,085.00</b>	<b>89,235.00</b>	<b>88,590.00</b>



Additional Services Request

**North Housing Site  
Additional SWPPP - Staging Areas  
Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Additional SWPPP	
A. Prepare an additional SWPPP for the staging and stockpile areas that outside the current SWPPP’s coverage area.	\$ 3,500
1. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.	
2. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.	
3. Upload the SWPPP and other permit registration documents to the SMARTS website.	
II. Reimbursables	(Cost + 10%)
A. Printing and Computer Plots.	
B. Delivery Services and UPS.	
C. Acquisition of Record Materials.	
D. Mileage, Tolls and Parking.	
	<b>Total \$ 3,500 Plus Reimbursables</b>

III. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.
- B. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.

IV. Exclusions

- A. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- B. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.



## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2025

### Engineering

Project Manager.....	\$250
Senior Engineer.....	\$225 - \$240
Project Engineer.....	\$200 - \$215
Staff Engineer.....	\$175 - \$190
Assistant Engineer .....	\$150 - \$170

### Planning

Senior Planner .....	\$220 - \$240
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### Surveying

Survey Manager .....	\$250
Senior Surveyor .....	\$225 - \$240
Project Surveyor.....	\$200 - \$215
Staff Surveyor .....	\$175 - \$190
Assistant Surveyor .....	\$150 - \$170

Party Chief.....\$210

Chainman .....

### Drafting

CAD Technician.....\$150

### Administration

Clerical .....

Reimbursables .....

### Management

Principal .....

Associate .....

**AMENDMENT NO.2 TO CONSULTANT SERVICES CONTRACT**

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 4<sup>th</sup> day of October, 2024 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership and CARLSON, BARBEE, and GIBSON, INC., a California corporation whose address is 2633 Camino Ramon, Suite 350, San Ramon, CA 94583 (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. On January 4, 2024, an Amended and Superseded Consultant Services Contract ("Contract") was entered into between MABUHAY AND LAKEHURST LP and Consultant.

B. The initial Contract limited the Compensation to Consultant to a not exceed amount of eighty-three thousand, twenty dollars and zero cents (83,020.00) for the term of the contract which ends on December 31, 2026 unless extended or terminated.

C. Contract Amendment No.1 increased the total compensation from eighty-three thousand, twenty dollars and zero cents (83,020.00) to eighty-seven thousand, one hundred ninety dollars and zero cents (\$87,190.00).

D. The effective date of this Amendment shall be October 4, 2024.

E. All conditions of the Contract will remain the same except as amended below.

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

The not to exceed amount for the entire Contract shall be amended from eighty-seven thousand, one hundred ninety dollars and zero cents (\$87,190.00) to eighty-eight thousand, five hundred ninety dollars and zero cents (\$88,590.00).

The scope of services is expanded to include additional SWPPP plan for North Housing Block A soil stockpiling and staging on North Housing Block C site. Please see Exhibit A for additional detail.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

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

**“CONSULTANT”**

**Carlson, Barbee, and Gibson, Inc.,** a California corporation

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

Name: Angelo Obertello

Its: Principal

**OWNER**

**Mabuhay and Lakehurst LP,** a California limited partnership

By: ICD Mabuhay LLC, a California limited liability company, its managing general partner

By: Island City Development, a California nonprofit public benefit corporation, its sole manager

By: \_\_\_\_\_  
Vanessa Cooper,  
President

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE BREAKDOWN**

The cost for the additional scope attributable to Linnet Corner I is \$1,400. Please below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

<b>Task Name</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Additional SWPPP	\$3,500.00	\$1,166.66	\$1,166.66	\$1,166.67
Reimbursables	\$700.00	\$233.34	\$233.34	\$233.33
<b>Total</b>	<b>\$4,200.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>

Cost breakdown for the new Contract total

<b>Contract</b>	<b>Total Fee</b>	<b>Fee for The Estuary I</b>	<b>Fee for The Estuary II</b>	<b>Fee for Linnet Corner</b>
Initial	254,060.00	85,520.00	85,520.00	83,020.00
Amendment No. 1	10,650.00	4,165.00	2,315.00	4,170.00
Amendment No. 2	4,200.00	1,400.00	1,400.00	1,400.00
<b>Grand Total</b>	<b>268,910.00</b>	<b>91,085.00</b>	<b>89,235.00</b>	<b>88,590.00</b>



Additional Services Request

**North Housing Site  
Additional SWPPP - Staging Areas  
Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>
I. Additional SWPPP	
A. Prepare an additional SWPPP for the staging and stockpile areas that outside the current SWPPP’s coverage area.	\$ 3,500
1. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.	
2. Prepare a Storm Water Pollution Prevention Plan (SWPPP) for the project.	
3. Upload the SWPPP and other permit registration documents to the SMARTS website.	
II. Reimbursables	(Cost + 10%)
A. Printing and Computer Plots.	
B. Delivery Services and UPS.	
C. Acquisition of Record Materials.	
D. Mileage, Tolls and Parking.	
	<b>Total \$ 3,500 Plus Reimbursables</b>

III. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.
- B. Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.

IV. Exclusions

- A. Qualified SWPPP Developer (QSD) on-site visual inspections associated with construction activities.
- B. SWPPP or annual updates for SWPPP compliance, Preparation or Processing of a Change of Information (COI), Preparation or Processing of an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.



## STANDARD HOURLY CHARGE RATE SCHEDULE

Effective through June 30, 2025

### Engineering

Project Manager.....	\$250
Senior Engineer.....	\$225 - \$240
Project Engineer.....	\$200 - \$215
Staff Engineer.....	\$175 - \$190
Assistant Engineer .....	\$150 - \$170

### Planning

Senior Planner .....	\$220 - \$240
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### Surveying

Survey Manager .....	\$250
Senior Surveyor .....	\$225 - \$240
Project Surveyor.....	\$200 - \$215
Staff Surveyor .....	\$175 - \$190
Assistant Surveyor .....	\$150 - \$170

Party Chief.....\$210

Chainman .....

### Drafting

CAD Technician.....\$150

### Administration

Clerical .....

Reimbursables .....

### Management

Principal .....

Associate .....



# ISLAND CITY DEVELOPMENT

Fax (510) 522-7848 | TTY/TRS 711

ITEM 5.J

To: Board of Directors  
Island City Development

From: Sarah Raskin, Housing Development Specialist

Date: October 16, 2024

Re: Approve Contract Amendment No.2 Not to Exceed \$166,699.00 with Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.2 Not to Exceed \$156,699.00 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.2 Not to Exceed \$166,699.00 with Gubb and Barshay for Estuary II.

## **BACKGROUND**

Island City Development (ICD) performs real estate development services for the North Housing project. ICD is the developer of North Housing Block A, which is the first phase of North Housing, with a total of 155 apartments, to be built as three separate projects: The Estuary I, The Estuary II, and Linnet Corner.

The North Housing Project is the redevelopment of approximately 12 acres of land at the former Alameda Naval Air Station (NAS) at the site known as Coast Guard Housing. The Housing Authority is leading the development under a homeless accommodation conveyance, alongside partners Alameda Point Collaborative (APC) and Building Futures. The North Housing parcel was successfully transferred to Housing Authority ownership on May 30, 2019. The Housing Authority of the City of Alameda Board of Commissioners approved the Agency’s Vision for the North Housing site at its August 2019 meeting.

Please see previous Board reports for project details.

At the June 26, 2024 ICD Meeting, the Board ratified contracts with Gubb and Barshay for Low-Income Housing Tax Credit (LIHTC) and Real Estate Transaction Legal Services for a not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP of \$126,699 for Estuary I, a not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP of \$136,699 for Estuary II, and a not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP for \$136,699 Linnet Corner projects.

On July 23, 2024, the North Housing LP's entered into a First Amendment to the Consultant Services Contract with Gubb and Barshay to allow them to contract speciality legal services from Nixon Peabody LLP for environmental legal services and environmental scoping review for the North Housing Master Plan. The Amendments did not increase the budgets of the contracts and only allocated a portion of the unused expense contingencies. \$3,333.33 was



allocated to the contract between Gubb and Barshay and Mosley and Mabuhay LP for Estuary II and to the contract between Gubb and Barshay and Mabuhay and Lakehurst LP, and \$3,333.34 was allocated to the contract between Gubb and Barshay and Lakehurst and Mosley LP.

## **DISCUSSION**

### **Ratify the Legal Services Contract Amendments with Gubb and Barshay LLP**

For continuity and business needs, staff comes before the Board and recommends the Board to accept staff's recommendation to approve and ratify the second legal services contract amendments with Gubb and Barshay for the three proposed projects at North Housing Block A. The contract amendments request an additional \$90,000 for ongoing environmental legal services with Nixon Peabody LLP, to be split among the three contracts.

The new not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP is \$156,699.00 for the Estuary I project.

The new not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP is \$166,699.00 for the Estuary II project.

The new not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP is \$166,699.00 for the Linnet Corner project.

The legal services contract amendments are attached to this memo.

## **FISCAL IMPACT**

The cost of the contract amendments discussed above is within the budget for the three proposed projects at North Housing Block A.

## **CEQA**

N/A

## **RECOMMENDATION**

Approve Contract Amendment No.2 Not to Exceed \$166,699.00 with Gubb and Barshay for Linnet Corner, Approve Contract Amendment No.2 Not to Exceed \$156,699.00 with Gubb and Barshay for Estuary I, and Approve Contract Amendment No.2 Not to Exceed \$166,699.00 with Gubb and Barshay for Estuary II.

## **ATTACHMENTS**

1. Att 1\_Estuary I\_Second Amendment to Gubb and Barshay Legal Services Contract
2. Att 2\_Estuary II\_Second Amendment to Gubb and Barshay Legal Services Contract
3. Att 3\_Linnet Corner\_Second Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,





Sarah Raskin, Housing Development Specialist



**SECOND AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT** ("Amendment"), entered into this 16th day of October 2024 ("Effective Date"), by and between LAKEHURST AND MOSLEY LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$126,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.34 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. Owner and Consultant desire to enter into this Second Amendment to address the Nixon Contract as discussed in more detail below.

H. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Twenty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$126,699.00) to from One Hundred Fifty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$156,699.00).

The additional scope of work and fee of \$30,000 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

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

Name: Henry Loh II

Its: Partner

By: N/A

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

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

SIGNATURE OF ONE OF THE FOLLOWING:  
CORPORATE SECRETARY  
ASSISTANT SECRETARY, CFO,  
TREASURER  
OR ASSISTANT TREASURER  
(IF CONSULTING FIRM IS A CORPORATION)

**"Owner"**

**Lakehurst and Mosley LP**, a California limited partnership

**By: ICD Lakehurst LLC**, a California limited liability company, its managing general partner

**By: Island City Development**, a California non-profit public benefit corporation, its sole manger

By: \_\_\_\_\_  
Vanessa Cooper, President

**SECOND AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT** ("Amendment"), entered into this 16th day of October 2024 ("Effective Date"), by and between MOSLEY AND MABUHAY LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$136,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.33 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. Owner and Consultant desire to enter into this Second Amendment to address the Nixon Contract as discussed in more detail below.

H. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Thirty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$136,699.00) to from One Hundred Sixty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$166,699.00).

The additional scope of work and fee of \$30,000 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

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

Name: Henry Loh II

Its: Partner

By: N/A

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

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

SIGNATURE OF ONE OF THE FOLLOWING:  
CORPORATE SECRETARY  
ASSISTANT SECRETARY, CFO,  
TREASURER  
OR ASSISTANT TREASURER  
(IF CONSULTING FIRM IS A CORPORATION)

**"Owner"**

**Mosley and Mabuhay LP**, a California limited partnership

**By: ICD Mosley LLC**, a California limited liability company, its managing general partner

**By: Island City Development**, a California non-profit public benefit corporation, its sole manger

By: \_\_\_\_\_  
Vanessa Cooper, President

**SECOND AMENDMENT TO  
CONSULTANT SERVICES CONTRACT**

**THIS SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT** ("Amendment"), entered into this 16th day of October 2024 ("Effective Date"), by and between MABUHAY AND LAKEHURST LP, a California limited partnership (hereinafter referred to as "Owner"), and Gubb and Barshay LLP, a California limited liability partnership whose address is 235 Montgomery Street, Suite 1110 San Francisco, CA 94104, (hereinafter referred to as "Consultant"), is made with reference to the following:

**RECITALS:**

A. Owner and Consultant are parties to that certain CONSULTANT SERVICES CONTRACT entered into as of January 22, 2024 ("Consultant Agreement").

B. The Original Consultant Agreement had a contract value not to exceed \$136,699.00.

C. At the request of Owner, the Consultant entered into with the Housing Authority of the City of Alameda (aka Alameda Housing Authority) and Nixon Peabody LLP ("Nixon") an agreement on July 23, 2024 herewith (the "Nixon Contract"), pursuant to which Nixon will provide certain services to Client.

D. Owner agreed and acknowledged that Consultant will not supervise or oversee the provision of services by Nixon under the Nixon Contract and that Consultant shall not be liable or responsible for any of the services provided by Nixon (including, without limitation, with respect to any professional malpractice claims).

E. The First Contract Amendment, The Nixon Contract, did not increase the budget and only allocated \$3,333.33 of the unused expense contingencies to the Nixon Contracts.

F. At the request of Consultant, Owner shall pay Nixon directly for the amounts due under the Nixon Contract. Owner shall indemnify and reimburse Consultant for any payments Consultant is required to pay to Nixon under the Nixon Contract, except to the extent that Owner has previously paid such amount to Consultant for payment to Nixon.

G. Owner and Consultant desire to enter into this Second Amendment to address the Nixon Contract as discussed in more detail below.

H. All conditions of the Consultant Agreement will remain the same except as amended below

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

The not to exceed amount for the entire Contract shall be amended from One Hundred Thirty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$136,699.00) to from One Hundred Sixty-Six Thousand and Six Hundred and Ninety-Nine Dollars and Zero Cents (\$166,699.00).

The additional scope of work and fee of \$30,000 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing.

[SIGNATURES ON FOLLOWING PAGE]

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

**"CONSULTANT"**

**Gubb and Barshay LLP**, a California limited liability partnership

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

Name: Henry Loh II

Its: Partner

By: N/A

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

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

SIGNATURE OF ONE OF THE FOLLOWING:  
CORPORATE SECRETARY  
ASSISTANT SECRETARY, CFO,  
TREASURER  
OR ASSISTANT TREASURER  
(IF CONSULTING FIRM IS A CORPORATION)

**"Owner"**

**Mabuhay and Lakehurst LP**, a California limited partnership

**By: ICD Mabuhay LLC**, a California limited liability company, its managing general partner

**By: Island City Development**, a California non-profit public benefit corporation, its sole manger

By: \_\_\_\_\_  
Vanessa Cooper, President