



ISLAND CITY DEVELOPMENT AGENDA

AGENDA **REGULAR ANNUAL MEETING OF ISLAND CITY DEVELOPMENT**
DATE & TIME **Wednesday, November 19, 2025 - 7:02 PM**
LOCATION

703 Atlantic Avenue, Alameda, CA - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

To Attend In-Person -

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

Join Zoom Meeting

<https://us06web.zoom.us/j/82617583123?pwd=BM3TenEVxEayocip8V0NHIZ9Qi0nYb.1>

Meeting ID: 826 1758 3123

Passcode: 406791

One tap mobile

+16694449171,,81085279933#,,,,*668579# US

+13462487799,,81085279933#,,,,*668579# US (Houston)

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 prior to or during the Board of Directors meeting
- Call and leave a message at (510) 571-1700.
- Complete a speaker card in the meeting room on the day of the meeting.

Written comments may also be submitted via US Mail to:

Island City Development

701 Atlantic Avenue

Alameda, CA 94501

Written comments received by Island City Development prior to 12 Noon on the day of the meeting will be posted on Island City Development's website and presented at the meeting during the public comment period. Written comments received by Island City Development after 12 Noon, but prior to the meeting start time, will only be presented during the public comment period. Please mark any submission as "Public Comment" and indicate which agenda item they relate to.



- The public comment period is limited to three minutes per speaker.

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 jpolar@alamedahsg.org. Notification 72 hours prior to the meeting will assist 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. Motion to Accept the Order of the Board of Directors Agenda for the November 19, 2025 Meeting
4. PUBLIC COMMENT (Non-Agenda)
5. CONSENT CALENDAR (Action)
 - A. Accept the Monthly Construction Report for The Estuary I.
 - B. Accept the Monthly Construction Report for Linnet Corner.
 - C. Accept the Monthly Report for The Poplar.
 - D. Accept the Quarterly Report for North Housing Offsites.
 - E. Accept the Quarterly Development Report for The Estuary II.
 - F. Accept the Quarterly Overview Report for the Housing Development Department.
 - G. Approve the Quarterly Write-off, to September 30, 2025, of Uncollectible Accounts Receivable from Former Residents.
 - H. Accept the quarterly report on the property financials for properties



owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending June 30, 2025.

- I. Accept an Update on the Everett Common Domestic Water Leaks.
 - J. Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract, between Market Design Furniture, Inc. and Lakehurst and Mosley LP, for additional Interior Furnishings Services related to the Estuary I, increasing the contract amount by \$43,000 for a new total contract amount Not to Exceed total of \$295,000 for the contract term, including any extensions, and extend the contract term by five months to June 30, 2026.
 - K. Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract between Market Design Furniture, Inc. and Mabuhay and Lakehurst LP for additional Interior Furnishing Services related to Linnet Corner, extending the contract term by five months to June 30, 2026.
 - L. Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP for geotechnical and environmental services with Lakehurst and Mosely LP (Estuary I) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.
 - M. Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP for geotechnical and environmental services with Mosley and Mabuhay LP (Estuary II) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.
 - N. Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Mabuhay and Lakehurst LP for geotechnical and environmental services with Mabuhay and Lakehurst LP (Linnet Corner) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.34 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.
6. NEW BUSINESS
- A. Approve LIHTC Property Budgets for the Island City Development and



Joint-Venture Owned Properties for January 1, 2026 – December 31, 2026; Accept a Presentation on the Budgets for the FPI-Managed Low-Income Housing Tax Credit (LIHTC) Sites and the Budgets for the John Stewart Company-Managed and Satellite Affordable Housing Associates-Managed Low-Income Housing Tax Credit (LIHTC) Sites.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Sherman and Buena Vista, L.P. (Littlejohn Commons) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Constitution and Eagle, L.P. (Rosefield Village) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Everett and Eagle, L.P. (Everett Commons) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Lakehurst and Mosley, L.P. (Estuary I) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Mabuhay and Lakehurst, L.P. (Linnet Corner) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Shinsei Gardens Apartments, L.P. (Shinsei Gardens) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Stargell Commons, L.P. (Stargell Commons) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for The Alameda Islander, L.P. (Park Alameda) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for The Breakers at Bayport, L.P. (Breakers at Bayport) for the Fiscal Year and Calendar Year 2026.

Accept and Approve the Low- Income Housing Tax Credit (LIHTC) Annual Operating Budgets for Jack Capon Villa, L.P. (Jack Capon Villa) for the Fiscal Year and Calendar Year 2026.

- B. Accept the 2024 Island City Development Audited Financial Statements, Tax Return Filings and the Annual Report from the President
- C. Approve corrections to Closed Session Captions on the March 19, 2025 and September 17, 2025 Agenda to comply with the Brown Act; Approve revisions to minutes for the meeting dated March 19, 2025 to correct Closed Session Captions to comply with the Brown Act; and Authorize the Board Chair and Secretary to sign the revised minutes for March 19,



2025 meeting reflecting the correction to Closed Session Captions.

- D. Accept the Reappointment of Board Member Carly Grob for a Term Commencing on November 19, 2025, and Ending on November 19, 2027.
- E. Ratify and Approve All Items Approved by the Board of Directors at the April 16, 2025 ICD Special Board of Directors Meeting
- F. Ratify and Approve All Items Approved by the Board of Directors at the May 21, 2025 ICD Special Board of Directors Meeting.
Ratify and Accept all Informational Reports (Items 4B, 4D, 4E, 4F, and 4H) from the May 21, 2025 Special ICD Board of Directors Meeting.
- G. Accept the Monthly Construction Report for Linnet Corner, Accept a \$200,000 grant from The Home Depot Foundation, Ratify the Grant Agreement, and Authorize the President to sign all documents
- H. Approve the Quarterly Write-off to March 31, 2025, of Uncollectible Accounts Receivable from Former Residents.
- I. Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Lakehurst and Mosley LP for ongoing environmental legal services with Nixon Peabody LLP for Estuary I increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$166,699 for the total term, including extensions, of December 31, 2026.
- J. Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Mosley and Mabuhay LP for ongoing environmental legal services with Nixon Peabody LLP for Estuary II increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$176,699 for the total term, including extensions, of December 31, 2026.
- K. Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Mabuhay and Lakehurst LP for ongoing environmental legal services with Nixon Peabody LLP for Linnet Corner increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$176,699 for the total term, including extensions, of December 31, 2026.
- L. Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Lakehurst and Mosley LP for Additional Civil Engineering Services for The Estuary I, increasing the total contract amount by \$11,697 for a new Total Contract Amount of \$102,782 for the total term, including extensions, of December 31, 2026.
- M. Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Mosley and Mabuhay LP for Additional Civil



Engineering Services for The Estuary II, increasing the total contract amount by \$8,946 for a new Total Contract Amount of \$98,181 for the total term, including extensions, of December 31, 2026.

N. Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Mabuhay and Lakehurst LP for Additional Civil Engineering Services for Linnet Corner, increasing the total contract amount by \$14,446 for a new Total Contract Amount of \$103,036 for the total term, including extensions, of December 31, 2026.

O. Authorize the President to approve and sign the Second Amended and Restated Limited Partnership Agreement of Shinsei Gardens Apartments, L.P. (an ICD Affiliate)

7. NON-AGENDA (Public Comment)

8. WRITTEN COMMUNICATIONS

9. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF

10. ADJOURNMENT

NOTES:

- If you need special assistance to participate in the meetings of the Island City Development Board of Directors, please contact Jasmine Polar at (510) 747-4325 (TTY/TRS: 711) or jpolar@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.





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: November 19, 2025

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 unhoused or formerly unhoused 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, received Temporary Certificate of Occupancy (TCO) and substantial completion on July 3, 2025, and received Certificate of Occupancy (COO) on August 21, 2025. The project has been fully leased as of August 31, 2025, and the team continues to work with property operations during the transitional phase.

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 August 31, 2025, is 100%. The project received its Temporary Certificate of Occupancy (TCO) on July 3, 2025, and Certificate of Occupancy (COO) on August 21, 2025.

June and July construction activities included: standard earth work and erosion control, landscape and irrigation, site metal fencing, interior tiling and ceiling work, storefront windows and painting, fire sprinkler testing, resident appliance delivery and installation, window coverings and property signage installed, exterior building maintenance, plumbing, HVAC, and electrical work. In July, the elevator and life safety systems passed inspection, allowing the project to receive TCO. The small remaining number of construction activities include small amounts of the following items: standard erosion control, landscape and irrigation, site metal fencing, concrete work, property signage. These were completed by mid-August, allowing the project to receive COO.



Change orders were approved for June, July, and August for \$12,650, \$18,321, and \$19,534 respectively, increasing the total approved change orders to \$648,090 to date. Owner's hard cost contingency and a General Contractor's contingency (already budgeted within the GC contract) were used 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 36% of the owner's hard cost contingency and a General Contractor's contingency combined.

The total projected use of owner contingency (including General Contractor's Contingency and soft cost savings) is around 60%. This includes \$425,134.77, the project's 23% portion of the costs from the soil offhaul. Only the Executive Director can approve additional costs to the contract and staff closely review all prospective change orders at the site. All supplies needed to finish the project have been bought, so there has not been any significant impact on materials impacted by tariffs.

Operation and Lease Up Activities

In January, staff began working with cross-agency departments and external partners to prepare for lease-up. This included receiving and reviewing referrals from the County of Alameda Coordinated Entry System (CES). Move-in activities began on July 21, 2025, and included all departments at AHA, FPI property management, LifeSTEPS services, AHA summer interns and lease-up staff. Over the last three months, the team finalized additional items that could be added to the property to improve tenant enjoyment and set up onsite staff for success. Staff and interns helped move additional dry goods into units and performed quality control checks to ensure units were ready for move in. During the lease-up weeks, staff met twice a day to review move-ins, units, and any warranty items.

As of August 31, 2025, 100% of the forty-four apartments have been leased and occupied by residents. Forty of the forty-four units receive Project-Based Vouchers (PBV). AHA's partners and strong staff efforts made this swift and successful lease-up possible. Staff will continue with Weekly all-hands meetings and task coordination will throughout the project's transition to Property Operations. The Housing Development team is working with JHF to address any warranty issues that arise as the building goes through shifts into full operations.

LifeSTEPS provided full staffing during the lease up including tenant orientations on services, enrollment in the Alameda Food Bank and hosting an initial Food Bank event, holding one-hour individual meetings for initial assessments, and helping to track that all tenants were enrolled in the AMP reduced utility cost program and free transit pass program.

Stabilization and Permanent Financing

Estuary I will use the next two to three months to close out construction and construction-related documentation, including filing the Notice of Completion and paying retention. In addition, it will be working toward stabilized operations, including key milestones such as 100% of all tax credit units leased by December 15, 2025, three full months of 95% occupancy and operations at a 1.10 debt service coverage ratio (this is a ratio that compares income to expenses) by May 1, 2026, and all financial close out documentation such as the cost certification by June 1, 2026.

The Grand Opening has been scheduled for September 25, 2025, from 3:00–5:00 p.m.



FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. The construction was completed one month early and under budget. Operations and lease up activities are meeting project milestones. See Attachment for the final budget summary.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Construction Report for The Estuary I.

ATTACHMENTS

1. Est I Total Development Costs_October 31 2025

Respectfully submitted,



With support from Neil Saxby, Renew Urban, Consultant
Jocelyn Layte, Associate Project Manager

The Estuary I
Monthly Budget Update - as of October 31, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$ 2,444,510	\$ 2,444,510	100%	\$ -
Hard Costs	\$ 28,987,749	\$ 28,290,675	98%	\$ 697,074
Soft Costs	\$ 11,516,407	\$ 5,346,603	46%	\$ 6,169,804
Total	\$ 42,948,666	\$ 36,081,788	84%	\$ 6,866,878

General Contract Status	
Total Contract Value	\$ 24,898,007
Change Orders	\$ 648,090
Revised Contract Value	\$ 25,546,097
Value of Work Completed to Date	\$ 25,546,097
Retention Withheld	\$ 0
Amount Paid to Date	\$ 23,040,425
Balance to Finish less retention	\$ 0
% Construction Complete	100%



ISLAND CITY DEVELOPMENT

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

ITEM 5.B

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: November 19, 2025

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 are 40 studio units and 23 one-bedroom units targeting seniors aged 62 and over. There is one two-bedroom unit dedicated as a manager’s unit. Affordability levels range between 30% and 40% of the Area Median Income (AMI). The project also has 25% or 16 units serving formerly homeless or currently homeless senior veterans. Amenities 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 completed construction at the end of August receiving its temporary certificate of occupancy (TCO) on August 25, 2025 and its final certificate of occupancy (CoO) on September 4, 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 August 31, 2025, is approximately 98% with final billing expected in September 2025. Throughout the summer months of June through August, the on-site construction team completed all inspections required to obtain the TCO on August 25th for both Linnet Corner and the offsites scope. Final on-site work remaining includes landscaping activities primarily related to completing the resident garden.

Change orders over the past month totaled \$0 leaving the amount of approved change orders at \$653,605. Owner contingency funds are held separately from the contract. Executed



change orders have utilized 38% of the available hard cost contingency. Staff are currently working with the general contractor and property management to identify additional improvements that will enhance resident operations. The projected costs of these items are expected to be less than \$200,000. Between the utilized contingency and projected utilization of the remaining contingency, the project expects to have 49% of hard cost contingency remaining by the end of the project. Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff closely review all prospective change orders at the site.

As the project nears completion, staff are coordinating with the finance department and external auditors to prepare the draft cost certification.

Operation and Lease-Up Activities:

With TCO obtained in August, residential move-ins began the first week of September achieving 25% occupancy in the first week. Staff continue to cross-collaborate with internal agency departments to continue move-in efforts throughout September and October. Please see below for an update of total move-ins.

Population Type	Total Units	Moved-In
Coordinated Entry System (CES)	16	4
PBV Units	24	4
Lottery Units	23	7
Manager's Unit	1	1
Total	64	16

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. Linnet Corner is a 4% tax-credit project which is reliant on basis-eligible costs for part of its financing. Changes during construction (including the soil off-haul cost, basis-eligible cost savings, and interest savings due to lower interest rates) will result in some equity reduction, but the overall budget currently balances with project sources.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner

ATTACHMENTS

1. Linnet Corner Total Development Costs_10312025

Respectfully submitted,
Respectfully, Jocelyn Layte, with assistance from Neil Saxby, Renew Urban





Linnet Corner
Total Development Costs - October 31, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$526,338	\$526,338	100%	\$0
Hard Costs	\$38,347,043	\$33,602,536	88%	\$4,744,507
Soft Costs	\$14,598,875	\$6,197,754	42%	\$8,401,121
Total	\$53,472,256	\$40,326,628	75%	\$13,145,628

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	\$599,435
Revised Contract Value	\$30,160,942
Value of Work Completed to Date	\$30,160,942
Retention Withheld	\$2,956,263
Amount Paid to Date	\$27,204,679
Balance to Finish less retention	\$0
% Construction Complete	100%



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sarah Raskin, Housing Development Specialist, Sylvia Martinez,
Director of Housing Development

Date: November 19, 2025

Re: Accept the Monthly Report for The Poplar.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) purchased the property (the Site) at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50-60 families with affordable housing, with up to 25% supportive housing apartments if required by funding sources. The development will have a preference for Alameda Unified School District (AUSD) staff, as well as a live/work preference for Alamedans.

In December 2023, the Board entered into \$3.4 million pre-development loan from Capital Impact Partners Bay's Future Fund (BFF) to fund the acquisition and pre-development of this site for up to four years. In February 2024, the Board approved a \$2.1 million pre-development loan from the Reserve Policy to supplement the BFF loan amount. In March 2024, the Board approved an option to ground lease with a 20-year term to Island City Development (ICD).

AHA has received redevelopment funding from the City of Alameda totaling \$4,888,053. AHA has received an additional \$1,000,000 from the City of Alameda increasing this redevelopment funding total to \$5,888,053. A detailed spending plan for these funds will be presented at the October 2025 BOC meeting.

In March 2024, the project was awarded \$534,565 in Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields (DTSC). The grant has a two-year term: March 2024 to March 2026. Grant funds are disbursed on a reimbursement basis and can only be used for environmental site investigation activities. An extension to this grant is being processed and is due by September 22, 2025.

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

DISCUSSION

Environmental

Rincon has continued to close out the testing results and documentation and prepare draft recommendations for remediation of the site. This task included input from the geotechnical



engineer regarding the proposed foundation alternatives. The findings and results will be incorporated into a Corrective Action Plan (CAP) that will be reviewed by the San Francisco Bay Regional Water Quality Control Board (RWQCB) and provided for public comment in the upcoming months.

National Environmental Policy Act

As required by the National Environmental Policy Act (NEPA), the HUD Authority to Use Grant Funds (AUGF) is required prior to taking any choice limiting actions on the Site, which includes abatement and demolition activities. A Finding of No Significant Impact and the NEPA certification is therefore needed before proceeding with demolition. GEPermit has completed an environmental assessment and drafted an environmental assessment report. Before this report can be certified with a finding of no significant impact, a Historic Resources Evaluation Report and an Archaeological Resources Survey Report needed to be completed to provide responses to the Confederated Villages of Lisjan Nation and State Historic Preservation Office. Since the previous BOC meeting both reports have been completed.

The Archaeological Resources Survey Report has determined that no archaeological historic properties were found, and that no recommendations are warranted. The Historic Resources Evaluation Report determined that the property lacks historic significance and does not qualify as a historic resource for the purposes of Section 106 of the National Preservation Act. Responses to the Confederated Villages of Lisjan Nation and State Historic Preservation Office have been submitted. Each entity has 30 days to respond. The target date for a Finding of No Significant Impact and the NEPA certification is by the end of October 2025.

SB35/423 Entitlements

Senate Bill 423 (SB 423) is a California law that amends and expands Senate Bill 35 (SB 35), an earlier law designed to streamline the approval process for projects like The Poplar. A requirement for the SB35/423 package is confirmation that the Site is not located within a sensitive resource area (e.g. coastal zone, prime farmland, wetlands, high fire hazard severity zone, hazardous waste site, delineated earthquake fault zone, etc.). Staff is working with its consultants to prepare the site for SB 423.

Community Outreach

Staff is hosting community meetings to ensure that members of the Alameda community are made aware of The Poplar redevelopment project, including the environmental cleanup and demolition activities onsite, and to give the community an opportunity to get involved with the process and/or comment on the Development Plan for the site as it takes shape. The first community meeting was on August 19, 2025, with four subsequent meetings scheduled. The updated community meeting schedule is attached. Meeting materials are posted on the ICD website. <https://www.islandcitydevelopment.org/project/the-poplar/>

Board members and the public are encouraged to attend. The public can also sign up for notifications about The Poplar by following these instructions:

1. Go to this link: <https://www.alamedahsg.org/future-communities/>
2. Scroll down and click "Newsletter Sign Up"



3. Fill out the contact information and check the box for “The Poplar”

FISCAL IMPACT

Pre-development expenses at The Poplar are currently being funded by City redevelopment funding and the Capital Impact BFF loan. Environmental-specific costs are being reimbursed through the ECRG grant. An updated pre-development budget will be provided in October to reflect the spending plan for the next year.

CEQA

Not Applicable.

RECOMMENDATION

Accept the Monthly Development Report for the Poplar.

ATTACHMENTS

1. Poplar Update 10-21-25.

Respectfully submitted,



and Neil Saxby, Renew-Urban, Consultant

Sarah Raskin, Housing Development Specialist, Sylvia Martinez, Director of Housing Development



Update on The Poplar Development Process (10/17/25)

In August 2025, the Housing Authority (AHA) started voluntary community outreach meetings about the proposed affordable housing project located at 2615 Eagle Avenue, known as The Poplar. The goal was to provide information and garner very early feedback on the project prior to key development decisions being made.

AHA held 3 meetings thus far and has received considerable community feedback. Over 35 community members attended, and many others have accessed information on the Poplar website (<https://www.islandcitydevelopment.org/project/the-poplar/>). Staff provided an overview of its goals for the redevelopment of the site as affordable homes, design opportunities, the pre-existing environmental conditions from the former use as a corporation yard, and remediation options for those conditions. AHA purchased the property in order to create a family-oriented development that could be financed with the typical affordable financing available in California, which entails some additional requirements of sustainability, density, and size.

Earlier this year, AHA completed extensive environmental testing and submitted a draft Corrective Action Plan (CAP) to the Water Board (WB), proposing mitigation options from no action to remediation (to meet residential standards, with a recommendation of soil removal and a vapor barrier installed). Environmental documents are available to the community on Geotracker <https://geotracker.waterboards.ca.gov/>. This information has also been discussed, and subject matter experts have been at each meeting to answer questions. The Water Board joined the third meeting to explain its role and provide information.

Real estate development, especially affordable development, takes time and new information and new regulations can affect the final design and development. These 2025 informational meetings are the beginning of an ongoing conversation with both neighbors and other interested parties regarding this development.

Community Feedback

Community members, especially those living in the immediate neighborhood, provided significant valuable feedback on the project itself, including:

- The density of 50-60 units is too high and has increased over time
- A building of 5 stories is too tall, leading to privacy concerns
- A desire to see a vehicular exit on to Tilden Way
- Concerns about traffic implications for the neighborhood, especially during school drop-off hours
- Concerns about the interplay between the Tilden Street improvements and the new Poplar development
- Concerns about street parking and the amount of proposed parking on site
- Request for more information about trucking routes and mitigation impacts during remediation and construction
- A desire to see more teachers housed at this site
- Impacts to the Alameda Unified School District of housing more families in this neighborhood
- Concerns about operations of the property including specifically about the use of FPI Management.
- Positive feedback was received about the proposed removal of 3 feet of soil and the proposed vapor mitigation barrier.
- Concerns about the interplay between the existing condition as a brownfield site and streamlined entitlement review (e.g. SB35).
- Concerns about approx. 190 square feet within the property lines but outside the currently proposed building footprint, located behind a fence and not accessible without neighbor cooperation.
- Other neighbors, local employees, potential residents and agencies, offered support of the project citing the need for affordable housing, and an understanding that this site is currently underutilized and along a public transit corridor, making it a good candidate for redevelopment.

AHA very much appreciates the time and effort that the community has put in to providing feedback. AHA is taking this information and working with its consultants and architect to review possible changes to the project, while still considering a range of factors needed to obtain the necessary affordable housing finance plan and feasibility. The following information is provided in response to community feedback.

Design issues

AHA revisited the issue of a Tilden Way exit with the City after the first meeting, and Public Works participated in the second meeting to hear concerns and explain the City's reasoning. City staff has responded to the neighborhood directly that they do not recommend an exit option on to Tilden. An exit onto Tilden Way is not being considered by AHA at this time.

AHA has asked the architect firm, TWM, to review options for adding parking onsite and to review different height and density options as well as building layouts. Updated design information is not yet available for review but will be prepared to provide to the community for review at a future meeting.

SB35 Streamlined Approvals

This site is included on the Cortese list based on an underground storage tank that was removed. The property achieved a no further action decision in the 1990s, prior to AHA ownership, after the tank removal. AHA has not submitted a SB35 (aka SB 423) application and will not until a Cortese List exception is received or another path for eligibility is identified.

AHA is considering various entitlement paths. One path is to obtain a conditional clearance letter from the Water Board (WB). In this scenario, AHA would obtain regulatory approval of the CAP (now in draft form with the WB), selecting a mitigation method that achieves residential levels, and, hopefully, get the WB's contingent confirmation that once the CAP was implemented, the site would be suitable for residential use. This would allow an earlier SB35 design process, contingent on CAP implementation.

Another path is to complete the remediation and then apply for SB35 after that, using the exception provided in the law for cleared sites. A third option would be that AHA could also pursue a standard development application/process. All options are under consideration at this time.

Fence Alignment

Outreach to the adjacent owner on fence alignment has started. Approximately 190 square feet of the .93-acre parcel (less than 0.5%) is located behind a fence, and it appears it has been so since the 1960s. AHA has been aware of this issue since purchase in 2022.

Some neighbors have expressed concern regarding this area, and whether it should be tested or not. All existing testing has been performed under the monitoring of the Water Board. There was no legal requirement to test the entire site, this area was not anticipated to be within the building footprint, and there is data from very close to this area. The

proposed building footprint starts more than 19 feet away from the fence, and this area does not affect the density calculation. In addition, the testing samples that move from the center of the site towards this fence showed less concentration of toxins.

Additional testing

Additional testing close to the fence will be conducted and the results will be published on Geotracker and will be available for review by the Water Board and the public. AHA is awaiting pricing and timing on these additional tests.

Mitigations during Remediation and Construction

AHA is also working with its consultants to provide the community with information regarding hauling and trucking routes, as well as hauling and construction mitigation measures for the neighborhood.

Property Management

As with AHA's other family sites, a social service coordinator, a maintenance/janitorial worker and community manager will work onsite. One employee will live on site and be responsible for emergencies. A 24/7 live answering service is also provided for emergencies. AHA is unable to say who will be the third-party operator for The Poplar as construction completion is several years out. AHA rebids its property management contracts regularly.

New Dates for Community Meetings

These additional steps outlined above mean AHA will be cancelling the planned October 29 and November 12 meetings and will return to meet with the community at a later date(s). These dates will be determined after receipt of the additional testing.

A notice will go out to the community via the Poplar newsletter and signs will be posted at the meeting locations of the cancellations. As always, the best way to receive updates regarding the Poplar development is to sign up for the newsletter at <https://www.islandcitydevelopment.org/project/the-poplar/>

AHA commits to providing at least 2 weeks' notice for any future meeting. The slides and agenda will be posted at least 12 hours in advance. AHA will continue to provide a hybrid meeting option to encourage participation as well as live captioning. Information on the meetings will be sent via the email newsletter (above) and by USPS to the neighbors within 500 feet of the site.

If you have further questions, or need a reasonable accommodation or translation to participate in a meeting or the community process, please contact:

Poplar@alamedahsg.org or 510-747-4360 (Sarah Raskin)

AHA continues to welcome the entire community's interest and participation in this project. AHA has directed its development team to see where responses to concerns can be made that will still allow Poplar to fulfill its purpose, which is to provide much-needed affordable homes in Alameda for Alamedans, AUSD staff and others working on the island, and for future lower income residents.



ISLAND CITY DEVELOPMENT

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

ITEM 5.D

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: November 19, 2025

Re: Accept the Quarterly Report for North Housing Offsites.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction. The Housing Authority of the City of Alameda (AHA) is leading the North Housing Masterplan 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 improvement, 501 Mosley Avenue, Alameda, CA 94501

The total project cost, as of August 31, 2025, is: \$6,391,646. This is an increase of \$4,815 from change order No. 6, which reflects work done for positive drainage of and management of vectors on Black C along Mabuhay Street.

Sources of funds are 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:

Purpose: AHA contracted with J.H. Fitzmaurice, Inc. (JHF) for offsite improvements to North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvement work is on a parallel track to the two active housing development projects (Estuary I and Linnet Corner). The contract end date is October 2025. The contracted value for the offsite improvements is budgeted for each of the housing developments in 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 99% used. To project for the completion of offsite work, staff has allocated up to \$450,000 in Board approved contingency that is held outside the construction contract, of which \$241,972 has been used. Pro rata shares of all costs included in the budgets of Estuary I, Linnet Corner, and Estuary II.

In March 2025, the Board of Commissioners approved \$3,000,000 for soil off-haul costs, and



staff has utilized approximately \$1,848,000. All soil originating from Block A has been hauled off as of mid-July. The general contractor has completed all stabilization work, permanent fencing, and hydro mulching. In September 2025, the site's hydro-mulched areas will be hydro-seeded as this allows for more viability of seeds due to weather patterns.

For Estuary I's Temporary Certificate of Occupancy (TCO), staff completed site fencing, egress to public sidewalks, and grading of the adjacent U.S. Navy -held parcel. For Linnet Corner's TCO, staff completed site fencing, egress to public sidewalks, and grading of the adjacent U.S. Navy -held parcel, sidewalk repairs to exiting sidewalks, landscaping and signage. Both projects have now received both TCO and final Certificate of Occupancy (COO).

Mabuhay Street:

At Mabuhay Street, AHA has created a new public street, sidewalk, public stormwater improvements, and lighting that will ultimately be owned and maintained by the City of Alameda. The City's Public Works department has reviewed the current work and provided a short final repair or "punch" list, which includes the recordation of a stormwater improvement maintenance agreement for all onsite stormwater protocols. The onsite stormwater protocols will be an ongoing obligation of the AHA, as the landowner, which will need to be maintained by the operating housing developments. The City will take on the public stormwater improvements. Upon final inspection in mid-August, Public Works staff calendared a City Council agenda item to accept the public street and its improvements (September 16, 2025; the item is on consent at this time). AHA would like the City to accept as soon as possible because the street is open for public use as a condition of TCO for Linnet Corner. Once the City has accepted the street, it will release the completion bond that AHA was required to post. In addition, a one-year warranty period begins for trees and construction issues, such as sidewalk cracking. During this time, AHA and its General Contractor are liable for any repairs or replacements that may be needed. This period will likely end in September 2026.

Timeline: February 2024 to October 2025.

Status: As of August 31, 2025, offsite improvement work is at 95% complete. Contractor billing for June 2025 is \$1,646,290, \$306,638 for July 2025, and \$45,854 for August 2025. The completed work consists of landscape, irrigation, earthwork, erosion control, and contractor fees. As of July 31, 2025, there have been twenty-three rain delay days that affected site work. The project is ahead of schedule and will be completed in tandem with Linnet Corner. 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, including the offsites work for this first phase in August and December 2023.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.



ATTACHMENTS

1. OFFSITE Monthly Budget October 31 2025

Respectfully submitted,



With support from Niel Saxby, Renew Urban, Consultant
Jocelyn Layte, Associate Project Manager

North Housing Block A - Offsite Improvements Contract Tracking
Update - as of October 31 2025

General Contract Status	
Total Contract Value	\$ 4,015,747.00
Change Orders	\$ 2,054,726.18
Revised Contract Value	\$ 6,070,473.18
Value of Work Completed to Date	\$ 6,070,472.92
Retention Withheld	\$ 597,489.18
Amount Paid to Date	\$ 5,472,983.78
Balance to Finish	\$ (597,489.40)
% Construction Complete	100%



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: November 19, 2025

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

BACKGROUND

The Estuary II is one of the three projects within North Housing Block A. Block A is the first phase of the larger 12-acre North Housing parcel redevelopment at the former Alameda Naval Air Station (NAS) site known as Coast Guard Housing. Two of the three buildings in this first phase are now complete and in operation. The Estuary II is the third and final building in Block A and is expected to have 46 units of permanent supportive housing for formerly homeless households.

The Housing Authority of the City of Alameda (AHA) is leading the development of a homeless accommodation conveyance, alongside partners Alameda Point Collaborative and Building Futures. Island City Development (ICD) is the developer.

The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board of Commissioners (the Board) approved AHA's vision for the North Housing site at its August 2019 meeting. All entitlements were approved in 2020. In October 2023, the first phase of the Final Map was recorded to create the parcels and the streets within Block A. Estuary II was designed and planned as a condominium project for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees. Once issued, the permit is valid for 12 months or 12 months from the last approved inspection by the Building Department.

Please see previous Board reports for project details before this month's update.

DISCUSSION

Estuary II continues to need its final tax credits and/or bonds. Staff are actively applying to tax credit and other soft loan sources. In October 2025, the Alameda County Home Together Fund: Multifamily Homelessness Solutions 2025 New Construction Request for Proposal (RFP) (Measure W) applications were announced. These applications are due on December 1, 2025. The applications prioritize permanent supportive housing and readiness. Estuary II plans to apply for all 46 permanent supportive units. The funding would provide the additional leverage to allow the project to compete successfully in 2026 for tax credits, and to offset the expected lower tax credit equity appetite in 2026. Alternatively, these funds may be needed if other time-limited funding commitments sunset before the financing can close.



Timing

This development will not start construction until the last quarter of 2026 at the very earliest, as it is still waiting for its final financing commitments.

Predevelopment Budget

The Estuary II project has funded the soil off-haul costs that were split pro rata between the North Housing Block A projects, with Estuary II responsible for 17% of the costs (\$285,859). These costs were paid for by funds advanced from AHA through the Alameda Affordable Housing Trust Fund (operated by the Alameda Affordable Housing Corporation) in a loan to Island City Development and are built into the pro forma future development budget.

FISCAL IMPACT

The total pre-development loan from AAHC/AHA available for the Estuary II project is \$5,250,000. Funds are disbursed to ICD on an as-needed basis. The Board previously approved \$1,500,000 of this in AHA funding commitment for the pro rata share of the site preparation and offsite costs for this project which is included in the total pre-development loan amount above. Of this amount, 68% has been spent on the on and offsite improvements and other related costs. Please refer to the attached chart summarizing expenses through October 31, 2025 (Attachment 1).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

1. 25.1031_North Housing Block A - Estuary II Predev costs

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Predevelopment Expenses Chart Through October 31, 2025

The Estuary II	Uses	Sources
Predevelopment loan funds (AAHTF) available for the Estuary II project		\$3,750,000
AHA funded site preparation costs as the master developer for the pro rata share costs of ground improvement and offsite improvement for Estuary II. *Shown for informational purposes only		\$1,500,000
Predevelopment expenses to-date includes predevelopment costs, pro rata shares of master plan, demolition, and land carrying costs)	\$3,280,783	
Soil Off Haul Costs - Estuary II's Pro Rata Share	\$285,859	
Predevelopment Funds Remaining	\$1,683,358	
Cumulative Total AHA Funds for Estuary II		\$5,250,000

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

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

BACKGROUND

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

DISCUSSION**Island City Development**

Currently, the Housing Authority of the City of Alameda (AHA) has a non-active pre-development loan to Island City Development (ICD) for The Poplar, and another loan to Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). AHA has also signed option agreements for future ground leases for ICD pipeline projects (Estuary II & The Poplar). The loan balance and project details are discussed in the project-specific Board reports.

In July and August 2025, ICD signed two Housing Assistance Payments Contracts (HAP) with AHA for forty Project-Based Vouchers at Estuary I and for forty Project-Based Vouchers at Linnet Corner. There is a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers, pending full financing of the project.

Affordable Housing Project Pipeline

- ***Estuary I, Linnet Corner*** – Estuary I and Linnet Corner have completed construction and are 100% and 80% leased. An updated report on these projects is presented as separate Board items. The Housing Development (HD) department is convening a weekly AHA All-Hands meeting to discuss the leasing, operations and construction closeout for these two projects.
- ***Estuary II*** – Staff submitted four funding applications for this project in 2025, and will submit one more in December 2025. The limiting factors in terms of competitiveness have been twofold: (1) not being in a high opportunity area, and (2) reliance on limited state tax credits and limited local funding.
- ***North Housing Master Plan*** – AHA has completed offsite work to support Block A of the North Housing Master Plan and an updated report is presented as a separate



Board item.

- **The Poplar (2615 Eagle)** – An updated report on the project is presented as a separate Board item.
- **Feasibility Studies** – None at present.

New Funding Opportunities

In October 2025, the County of Alameda opened a Request for Proposals for Measure W capital funds, which focuses on readiness and permanent supportive housing. Estuary II will apply for these funds. The California Tax Credit Allocation Committee has released the draft 2026 CTCAC/HCD Opportunity Area Maps ([CTCAC/HCD Draft Opportunity Maps](#)). These maps indicate areas where the State of California funding programs provide incentives and priorities to site affordable development, particularly neighborhoods with positive education and environmental factors. If adopted, the 2026 maps have changes that benefit AHA developments at North Housing (which is proposed to move from Low to Moderate Resource Neighborhood category), and the Poplar development (proposed to move from the High to the Highest Resource Neighborhood category.)

Recent federal regulations on the federal low income tax credit and tax-exempt bond programs are favorable for creating additional affordable homes in California. However, in 2026, the market for private investment in tax credits, which is the single largest funding source for new construction projects, will likely not be able to increase sufficiently to purchase all the tax credits that may be suddenly available. Investors will be looking to invest in quality projects and quality sponsors/owners, and it is likely that the equity per tax credit will be reduced, resulting in an additional funding gaps. At the same time, costs are increasing significantly due to tariffs, which could also impact the gap. Staff will continue to monitor the market and adjust the proforma as necessary.

Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio and prepare sites for development. Housing Development, Asset Management, and Property Management staff brought a Capital Improvements Plan to the Board in May 2025 and are currently working on the priorities for the Fiscal Year 2025 to 2026 budget cycle.

Community Relations

AHA held the Estuary I and Linnet Corner Grand Opening event in September 2025 with many community partners, residents, City of Alameda, and AHA staff and Board in attendance. Staff held three community meetings on Poplar in August, September, and October. Staff publish a periodic pipeline newsletter to communicate with interested parties.

Staffing

The HD department recently filled a Housing Development Specialist position. The department is actively recruiting for a Construction Project Manager to assist with portfolio repairs and upgrades.

FISCAL IMPACT

Not applicable.



CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Overview Report for the Housing Development Department.

ATTACHMENTS

None

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Nancy Gerardin, Director of Property Operations

Date: November 19, 2025

Re: Approve the Quarterly Write-off, to September 30, 2025, of Uncollectible Accounts Receivable from Former Residents.

BACKGROUND

Periodically, the Housing Authority of the City of Alameda (AHA) or its affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD), write-off uncollectible rent and miscellaneous charges from its resident ledgers. The term "write-off" indicates a procedure where past-due amounts from residents who are no longer residents in an AHA, AAHC, or ICD community, are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the AHA, AAHC, or ICD from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

DISCUSSION

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to AHA, AAHC, and ICD. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$116,561.07 and presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation of \$43,777.10 and ICD of \$72,783.97

CEQA

N/A

RECOMMENDATION

Approve the Quarterly Write-off to September 30, 2025, of Uncollectible Accounts



Receivable from Former Residents.

ATTACHMENTS

- 1. BOC Attachment Item 10.P Q3 2025 Write Off 11.19.2025

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Esperanza	No Reason Given	9/3/2025	\$1,454.00
AAHC	Parrot Village	Moved out of area	9/3/2025	\$14,160.00
AAHC	Eagle Village	Moved out of area	9/19/2025	\$133.00
AAHC	Eagle Village	Eviction	9/8/2025	\$28,030.10
			TOTAL AAHC	\$43,777.10
ICD	Rosefield Village	Eviction	8/6/2025	\$29,877.97
ICD	Rosefield Village	Eviction	9/22/2025	\$8,573.00
ICD	Rosefield Village	Eviction	8/27/2025	\$34,333.00
			TOTAL ICD	\$72,783.97
AHA	N/A			
			TOTAL AHA	\$0.00
			TOTAL	\$116,561.07

ENTITY	Q2 2025 Bad Debt	Q1 2025 Bad Debt	Q4 2024 Bad Debt	Q3 2024 Bad Debt
AAHC	\$40,862.05	\$96,012.88	\$9,149.51	\$85,263.00
ICD	\$38,802.57	\$92,364.77	\$16,872.61	\$71,573.36
AHA	\$8,378.72	\$13,972.00	\$35,399.00	\$1,188.02
	\$88,043.34	\$202,349.65	\$61,421.12	\$158,024.38



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Nancy Gerardin, Director of Property Operations

Date: November 19, 2025

Re: Accept the quarterly report on the property financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending June 30, 2025.

BACKGROUND

Below is a summary analysis of cash flow and vacancy rate for the wholly owned assets managed by FPI Management. The below represents the 799 units owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the full (trailing) year ending June 30, 2025.

DISCUSSION

OVERVIEW

All properties except Everett Commons (EV) operated at positive operating cash flow for the 12-month period ending June 30, 2025. The vacancy rate across the entire portfolio for this period was 5.1%. The analysis also provides a more detailed comparative view of operating costs by category (Administration, Utilities, Maintenance, etc.) for the AHA Asset Management staff with property management oversight.

Operational Cash Flow and Vacancy Loss for Year Ended June 30, 2025

	<u>IP</u>	<u>CC</u>	<u>Esp</u>	<u>LJC</u>	<u>PG</u>	<u>PV</u>	<u>EC</u>	<u>AHA</u>	<u>AAHC</u>	<u>RV</u>
Cash Flow	2,715,673	412,837	2,851,213	334,805	118,139	1,089,933	(158,373)	417,724	403,303	776,354
Vacancy	3.5%	8.1%	4.6%	4.3%	10.1%	11.0%	10.2%	7.2%	0.4%	5.8%

A major contributing factor to the operational challenges at Everett Commons are the widespread plumbing leaks that have recurred since 2021, leading to relocation and significant repair costs. The plumbing problem has been repaired and occupancy and operating costs related to the problem have stabilized in recent months, projected to remain stable through the end of the calendar year.

For comparative purposes, this data is drawn from an analysis of property financial reports for the full year ending June 30, 2025 (July 2024 – June 2025.), although some of these sites run on a calendar year instead of AHA's fiscal year.



The key performance indicators (KPIs) used in this analysis include:

- Operating Cash Flow, which includes payment of debt service interest, does not include the financial activity (repairs eligible for replacement reserve reimbursement) and does not include reimbursement that has occurred.
- Vacancy Rate, calculated as Vacancy Loss (in dollars) as a proportion of Gross Potential Rent (GPR), was significantly impacted during this period due to the delay with access to the referrals from the

FISCAL IMPACT

No fiscal impact.

CEQA

n/a

RECOMMENDATION

Accept the quarterly report on the property financials for properties owned by the Housing Authority of the City of Alameda (AHA), Alameda Affordable Housing Corporation (AAHC), and Island City Development (ICD) for the period ending June 30, 2025.

ATTACHMENTS

None

Respectfully submitted,



Nancy Gerardin, Director of Property Operations





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Joseph Nagel, Senior Construction Project Manager

Date: November 19, 2025

Re: Accept an Update on the Everett Common Domestic Water Leaks.

BACKGROUND

Everett Common is a two-story, 20-unit, three-building property with a leasing office and community room. The project was built by General Contractor (GC), J.H. Fitzmaurice, and plumbing contractor, Monarch Mechanical. This new construction property was completed in December of 2018 and has had multiple leaks in the domestic water supply lines since 2021.

This development is still in the fifteen-year tax credit compliance period, with oversight by the limited partner investor, Enterprise Communities. The property also has a permanent trust deed that has required payments to Chase Bank. The property is owned by Island City Development. The Housing Authority of the City of Alameda is a co-guarantee on loans and for operation deficit guarantees.

DISCUSSION

The buildings were designed and built with Uponor brand PEX, a cross-linked polyethylene flexible plastic material. The buildings have experienced multiple pinhole leaks since 2021 and AHA is currently working with the GC and plumbing contractor to determine the cause of the leaks as well as remediation options to prevent future issues. Monarch Mechanical filed a warranty claim with Uponor in February 2025. A site visit by the Uponor manufacture representative, Brad Barrett, occurred on May 19, 2025, to assess the installation and complete some destructive testing to obtain samples of the installed PEX (6 random samples were removed, 3 each from hot and cold lines).

ICD has requested results of the material testing multiple times from the Uponor customer service representative, Annette Werner, with no results provided to date. As of July 2025, ICD had not received any results from the testing and has filed a second warranty claim at each building as the property owner with Uponor to expedite communication directly with the manufacturer. On August 4, 2025, an inquiry was sent to Annette Werner (Uponor) by Vincent Paolini, Regional General Adjuster for Affordable Housing Risk Pool (AHRP), requesting additional information to file subrogation demands. ICD intends to find the cause of these leaks and remediate this issue. ICD is open to all options, up to and including a possible full domestic water supply re-pipe of this property. In addition, litigation may be required to obtain funds for fixing this situation.



FISCAL IMPACT

The repeated leaks, tenant relocations, and tenant vacancies have cost this project \$125,000 dollars in repairs and other costs during 2023 and 2024. Two PEX incidents since May 2024 through the present incurred \$90,000 in expenditures approximately, with \$25,000 recovery from insurance.

These costs are not sustainable for this small project, and an evaluation will be conducted to determine if the replacement of these lines should occur upon turnover going forward or as a planned budgeted recurring project over the next two years to avoid the continuous additional expenses and impact to vacancy loss and the impact to residents. To do full replacements upon turns or when a leak is discovered may require additional capital investment that ICD or AHA may need to support, as the project does not have sufficient reserves to cover these costs. The recurring issues have been a problem for property insurance as well, which is why AHRP is now more involved.

This memo was reviewed by General Counsel.

CEQA

N/A

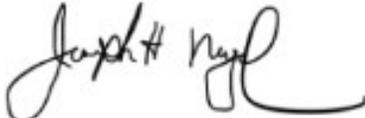
RECOMMENDATION

Accept an Update on the Everett Common Domestic Water Leaks.

ATTACHMENTS

None

Respectfully submitted,



Joseph Nagel, Senior Construction Project Manager



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: November 19, 2025

Re: Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract, between Market Design Furniture, Inc. and Lakehurst and Mosley LP, for additional Interior Furnishings Services related to the Estuary I, increasing the contract amount by \$43,000 for a new total contract amount Not to Exceed total of \$295,000 for the contract term, including any extensions, and extend the contract term by five months to June 30, 2026.

BACKGROUND

In January 2025, the Board approved and authorized the president or designee to execute a consultant services contract between Market Design Furniture Inc not to exceed \$439,000.00 inclusive of contingency for North Housing Block A projects, The Estuary I and Linnet Corner. The total cumulative cost for Estuary I (\$252,000) and Linnet Corner (\$187,000) was approximately \$400,000. For clarity, the project and associated limited partnerships are:

The Estuary I – Lakehurst and Mosley LP
Linnet Corner – Mabuhay and Lakehurst LP

Please see previous monthly Board reports for project details.

DISCUSSION

In August 2025, both projects received and installed initial orders placed with Market Design Furniture, Inc. Staff conducted a walk-through of the properties and determined additional furnishings were needed to make the spaces feel more welcoming, useful, and enjoyable to residents. These additions include art, tables, seats, benches, bookshelves, bulletin board cases.

Staff is seeking approval from the Board to authorize the President to execute a contract amendment with Market Design Furniture, Inc., for The Estuary I, up to \$295,000 and extend the contract term to June 30, 2026. This amendment will bring the total cumulative cost for North Housing Block A projects up to \$461,000 and additional \$22,000 to the prior approved \$439,000. The consultant is anticipated to remain working on the project delivering additional furnishings to the site of Estuary I. There has been delays in shipments from manufacturers and availability of installers, therefore extending the contract to June 2026 is a proactive



measure to ensure ample time for the final orders to be received and installed at the property.

The contract will be executed using a standard contract format.

FISCAL IMPACT

The Estuary I has allocated funds in the project budget to cover the respective costs of the additional furnishings and art work. The consultant will submit invoices for work completed on the project. Payments will be made through draw requests to the construction and soft lenders.

CEQA

Not Applicable.

RECOMMENDATION

Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract, between Market Design Furniture, Inc. and Lakehurst and Mosley LP, for additional Interior Furnishings Services related to the Estuary I, increasing the contract amount by \$43,000 for a new total contract amount Not to Exceed total of \$295,000 for the contract term, including any extensions, and extend the contract term by five months to June 30, 2026.

ATTACHMENTS

1. Market Design Furniture_ The Estuary I_ Contract Amendment No.1

Respectfully submitted,
Respectfully, Jocelyn Layte
Jocelyn Layte, Associate Project Manager



FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 5th day of November 2025, by and between the LAKEHURST AND MOSLEY LP, a California Limited Partnership (hereinafter referred to as "LMLP") and Market Design Furniture, Inc (a California corporation) whose address is 2025 22nd Street, San Francisco, CA 94107,(hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

- A. On January 30, 2025, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") for a not to exceed amount of \$251,941.57 with a contract term date of January 30, 2026.

LMLP and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

1. The not to exceed amount for the entire Agreement shall be increased by Forty-Three Thousand Dollars and Zero Cents (\$43,000.00) to be amended to Two Hundred and Ninety Five Thousand Dollars and Zero Cents (\$295,000.00) for additional services.
2. The Scope of Services has been included in Exhibit A-1 to this First Amendment to include Additional Furnishing orders for The Estuary I.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

[Signatures on Following Page]

MARKET DESIGN FURNITURE, Inc.,
A California Corporation

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

DocuSigned by:

Diane Scheiman

UCSB8B11B730451...

Diane Schieman
Owner
11/5/2025

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President of Island City Development

EXHIBIT A-1
SCOPE OF SERVICES

Market Design Furniture, Inc.
 Furniture for SROs, Residential & Community Facilities
 2025 22nd Street • San Francisco CA 94107
 tel (844) 550-1155 • fax (844) 550-1166
 sales@marketdesignfurniture.com

ORDER #200315
Oct 2, 2025

Project: Estuary I - Additional Furnishings

Sold to:

Alameda Housing Authority
 Jocelyn Layte
 701 Atlantic Ave
 Alameda, CA 94501
 tel: (510) 747-4349 email: jlayte@alamedahsg.org

The Estuary I

Install at: **500 Mosley Avenue**
Alameda CA 94501
 , **between the hours of 8.30am - 5pm, Monday - Friday**
 tel: **Community Director: 510-225-6790**

DESCRIPTION	QTY	PRICE	EXT
Lobby			
1 Vignelli bench 60w x 18h x 18d roto polyethylene Ochre	2	\$972.50	\$1,945.00 t
Nook 1 - 1200			
2 Vignelli bench 60w x 18h x 18d roto polyethylene Celadon	1	\$972.50	\$972.50 t
3 Métier lounge arm chair hard poly/wood base 18.3" sh Clay / Walnut	2	\$755.12	\$1,510.25 t
4 Swizzle stool 17"h x 18"diam Dove	1	\$255.82	\$255.82 t
5 Laminate Bookcase - 4 Shelves - 32w x 14d x 48h Maple	1	\$269.33	\$269.33 t
6 Machine woven PP indoor/outdoor rug, floral monstera pattern 9' x 12' x 0.08" with non-slip outdoor rug pad LARGE LEAF, gray adhesive transition strip	1	\$583.11	\$583.11 t
Nook 2 - 2200			
7 Vignelli bench 60w x 18h x 18d roto polyethylene Ochre	1	\$972.50	\$972.50 t
8 Métier lounge arm chair hard poly/wood base 18.3" sh Sage / Maple	2	\$755.12	\$1,510.25 t
9 Swizzle stool 17"h x 18"diam Dove	1	\$255.82	\$255.82 t
10 Laminate Bookcase - 4 Shelves - 32w x 14d x 48h Maple	1	\$269.33	\$269.33 t
11 Machine washable polyester indoor/outdoor SAGE rug 10' x 14' x 0.08" with non-slip outdoor rug pad, gray adhesive transition strip	1	\$988.24	\$988.24 t
Nook 3 - 3200			
12 Vignelli bench 60w x 18h x 18d roto polyethylene Celadon	1	\$972.50	\$972.50 t

Market Design Furniture, Inc.**ORDER #200315**

13	Métier lounge arm chair hard poly/wood base 18.3" sh Clay / Walnut	2	\$755.12	\$1,510.25	t
14	Swizzle stool 17"h x 18"diam Dove	1	\$255.82	\$255.82	t
15	Laminate Bookcase - 4 Shelves - 32w x 14d x 48h Maple	1	\$269.33	\$269.33	t
16	Machine washable polyester microfiber ABSTRACT TEAL Rug 9' x 12' x 0.25" with non-slip outdoor rug pad, gray adhesive transition strip	1	\$803.83	\$803.83	t

Nook 4 - 4200

17	Vignelli bench 60w x 18h x 18d roto polyethylene Ochre	1	\$972.50	\$972.50	t
18	Métier lounge arm chair hard poly/wood base 18.3" sh Sage / Maple	2	\$755.12	\$1,510.25	t
19	Swizzle stool 17"h x 18"diam Dove	1	\$255.82	\$255.82	t
20	Laminate Bookcase - 4 Shelves - 32w x 14d x 48h Maple	1	\$269.33	\$269.33	t
21	Machine washable polyester microfiber SWIRLS GREEN rug 10' x 14' x 0.25" with non-slip outdoor rug pad, gray adhesive transition strip	1	\$988.24	\$988.24	t

Asst Mgr Ofc 1230A

22	Vision laminate 20x60 credenza, 2door cabinet LEFT / 2drawer lateral file RIGHT, locking (N wall) Laminate: Egret Pull: Bar Polished Nickel KEY 101	1	\$1,575.40	\$1,575.40	t
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Mgr Ofc 1230B

23	Vision storage credenza 20d x 72w, Two-door cabinet center, File/File cabinets left & right, locking Laminate: Egret Pull: Bar Polished Nickel KEY 123	1	\$1,662.80	\$1,662.80	t
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Corridor - Services Ofcs Flr1

24	Enclosed natural cork bulletin board satin frame 2-door locking 36x48	1	\$560.92	\$560.92	t
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Community Room

25	Laminate Bookcase - 4 Shelves - 32w x 14d x 48h Maple	2	\$269.33	\$538.66	t
26	Pirouette collaborative flip-top nesting table 30x72 laminate with 74P edge locking casters Laminate: Italian Silver Ash Edge: Italian Silver Ash Base: Starlight Silver	1	\$1,097.86	\$1,097.86	t

Market Design Furniture, Inc.

ORDER #200315

Conference Room

27 LOK laminate buffet credenza 20x60x36h 4 locking doors Laminate: Egret Feet/Pulls: Arctic Silver	1	\$2,532.70	\$2,532.70
		Total Furniture	\$25,308.33
28 Freight, Delivery, and Installation	1	\$7,085.00	\$7,085.00
		Total Installation	\$7,085.00

Prices are valid for 30 days.

I have reviewed this Invoice and agree that the quantities, products, and finishes / colors quoted above are correct, and the payment terms are acceptable

DocuSigned by:
Sylvia Martinez
88FEDACB7D8D461...

Sub Total	\$32,393.33
(10.25%) Tax	\$2,594.09
TOTAL	\$34,987.42

Vanessa Cooper

Full Name (Please Print)

DocuSigned by:
Vanessa Cooper

10/8/2025

Authorized Signature / Date

Terms:

50% Deposit due with order	\$17,493.71
50% Balance due before shipment	\$17,493.71

Payable to:

Market Design Furniture, Inc

2025 22nd Street
San Francisco, CA 94107

There is a 1.5% per month late charge for all monies past due

Our goal is to get you furniture when you need it with no additional costs. Good communication is key. Please keep us in the communications loop.

Thanks for your business!

Market Design Furniture, Inc.
 Furniture for SROs, Residential & Community Facilities
 2025 22nd Street • San Francisco CA 94107
 tel (844) 550-1155 • fax (844) 550-1166
 sales@marketdesignfurniture.com

ORDER #200306
Jul 9, 2025

Project: The Estuary I - Additional Art

Sold to:
 Alameda Housing Authority
 Jocelyn Layte
 701 Atlantic Ave
 Alameda, CA 94501
 tel: (510) 747-4349 email: jlayte@alamedahsg.org

Install at:
 Attn: Jocelyn Layte
 500 Mosley Ave
 Alameda, CA 94501
 tel:

DESCRIPTION	QTY	PRICE	EXT
1 Curated framed artwork, small-medium (Black)	5	\$450.00	\$2,250.00 t
2 Curated framed artwork, large (Black)	5	\$495.00	\$2,475.00 t
3 Curated framed artwork, large (Orange)	5	\$495.00	\$2,475.00 t
4 Magnetic porcelain steel whiteboard 3'x4' deluxe aluminum trim with map rail & accessory tray (Pink)	7	\$345.53	\$2,418.71 t
Total Furniture			\$9,618.71
5 Freight, Delivery, and Installation	1	\$1,325.00	\$1,325.00
Total Installation			\$1,325.00

Prices are valid for 30 days.

I have reviewed this Invoice and agree that the quantities, products, and finishes / colors quoted above are correct, and the payment terms are acceptable

Sub Total	\$10,943.71
(10.25%) Tax	\$985.93
TOTAL	\$11,929.64

Sylvia Martinez

Full Name (Please Print)

DocuSigned by:

Sylvia Martinez

7/17/2025

Authorized Signature / Date

Terms:

50% Deposit due with order	\$5,964.82
50% Balance due on delivery	\$5,964.82

Payable to:

Market Design Furniture, Inc
 2025 22nd Street
 San Francisco, CA 94107

There is a 1.5% per month late charge for all monies past due

Our goal is to get you furniture when you need it with no additional costs. Good communication is key. Please keep us in the communications loop.

Thanks for your business!



ISLAND CITY DEVELOPMENT

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

ITEM 5.K

To: Board of Directors
Island City Development

From: Jocelyn Layte, Associate Project Manager

Date: November 19, 2025

Re: Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract between Market Design Furniture, Inc. and Mabuhay and Lakehurst LP for additional Interior Furnishing Services related to Linnet Corner, extending the contract term by five months to June 30, 2026.

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 as three separate projects. ICD is the developer of the three North Housing Block A projects: The Estuary I, The Estuary II, and Linnet Corner.

The Estuary I commenced construction in January 2024 and completed construction in August 2025. Linnet Corner commenced construction in March 2024 and is completed construction in September 2025. The Estuary II continues to seek project financing.

Staff released an interior furnishings request for proposals (RFP) on October 28, 2024 for Estuary I and Linnet Corner. A separate RFP for Estuary II will be released upon project receiving all project financing. Staff received three proposals in response to the North Housing Interior Furnishings RFP solicitation. The interior furnishings consultant is responsible for selecting, procuring, and purchasing furnishings for the common areas, exterior outdoor spaces, and units designated to serve formerly unhoused households that meet owner specified design criteria and are in accordance with each project's respective layout. The consultant is also responsible for ensuring white glove delivery and installation upon receipt of each project's temporary certificate of occupancy.

Staff, together with the Review Panel, reviewed and ranked all the responses to the RFP and selected the highest-ranking proposal from Market Design Furniture, Inc.

In January 2025, the Board approved and authorized the president or designee to execute a consultant services contract between Market Design Furniture Inc not to exceed \$439,000.00 inclusive of contingency for North Housing Block A projects, The Estuary I and Linnet Corner. The total cumulative cost for Estuary I (\$252,000) and Linnet Corner (\$187,000) was



approximately \$400,000. For clarity, the project and associated limited partnerships are:

The Estuary I – Lakehurst and Mosley LP
Linnet Corner – Mabuhay and Lakehurst LP

Please see previous monthly Board reports for project details.

DISCUSSION

In August 2025, both projects received and installed initial orders placed with Market Design Furniture, Inc. Staff conducted a walk-through of the properties and determined additional furnishings were needed to make the spaces feel more welcoming, useful, and enjoyable to residents. These additions include art, tables, seats, benches, bookshelves, bulletin board cases.

Staff is seeking approval from the Board to authorize the President to execute a contract amendment with Market Design Furniture, Inc., for Linnet Corner to extend the contract term to June 30, 2026. This amendment will keep the total cumulative cost for North Housing Block A projects at \$461,000 inclusive of the additional \$22,000 for Estuary I to the prior Board approved \$439,000 in January 2025. The consultant is anticipated to remain working on the project delivering additional furnishings to the site of Estuary I. There has been delays in shipments from manufacturers and availability of installers, therefore extending the contract to June 2026 is a proactive measure to ensure ample time for the final orders to be received and installed at the property.

The contract will be executed using a standard contract format.

FISCAL IMPACT

Linnet Corner has allocated funds in the project budget to cover the respective costs of the additional furnishings and art work. The consultant will submit invoices for work completed on the project. Payments will be made through draw requests to the construction and soft lenders.

CEQA

Not Applicable.

RECOMMENDATION

Authorize and Approve the President or Designee to Negotiate and Execute Amendment No.1 to the Consultant Services Contract between Market Design Furniture, Inc. and Mabuhay and Lakehurst LP for additional Interior Furnishing Services related to Linnet Corner, extending the contract term by five months to June 30, 2026.

ATTACHMENTS

1. Market Design Furniture_ Linnet Corner_ Contract Amendment No.1

Respectfully submitted,
Jocelyn Layte, Associate Project Manager





FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this _____ day of November 2025, by and between the Mabuhay and Lakehurst LP, a California Limited Partnership (hereinafter referred to as "MLLP") and Market Design Furniture, Inc (a California corporation) whose address is 2025 22nd Street, San Francisco, CA 94107,(hereinafter referred to as "CONTRACTOR") is made with reference to the following:

RECITALS:

- A. On January 30, 2025, an agreement was entered into by and between AHA and Contractor (hereinafter "Agreement") for a not to exceed amount of \$187,014.31 with a contract term date of January 30, 2026.

AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The entire Agreement shall be extended to June 30, 2026.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

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

MARKET DESIGN FURNITURE, Inc.,
A California Corporation

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

DocuSigned by:

Diane Scheiman

Diane Schiemann

Owner

11/5/2025

Sylvia Martinez
Director of Housing Development

Vanessa Cooper
President of Island City Development



Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP for geotechnical and environmental services with Lakehurst and Mosely LP (Estuary I) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.

BACKGROUND

Engeo Incorporated has provided geotechnical and environmental services at the North Housing Block A properties since 2021. An original contract was signed in 2021 with the Housing Authority of the City of Alameda (AHA), and this contract was utilized until February 2025 when three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda for the three buildings at North Housing Block A. These trifurcated contracts had an original expiration date of December 15, 2025.

DISCUSSION

Engeo's work at North Housing Block A is nearly complete. The remaining task is to respond to comments on the Soil Management Completion Report, which is a close-out document of the construction and soil disturbance activities at the site. The Report is being reviewed by the Department of Toxic Substance Control (DTSC) and the U.S. Navy as part of the requirement. This report provides documentation of soil and groundwater management activities completed as part of the North Housing – Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue, Alameda, CA 94501 and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, Engeo certifies that the work was performed in substantial conformance with the approved Soil Management Plan.



In the attached Amendment #1, an additional amount of \$5,000 (per project) for any potential review time is being proposed, and an extension of time to June 30, 2026 to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

FISCAL IMPACT

Additional costs of up to \$5,000 per project may be required and shall be paid for by the project individual budgets.

CEQA

Not applicable

RECOMMENDATION

Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Lakehurst and Mosley LP for geotechnical and environmental services with Lakehurst and Mosely LP (Estuary I) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.

ATTACHMENTS

1. Amendment 1_NH_Geotechnical Services - Lakehurst and Mosley LP

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

1st Amendment – ENGEO - Lakehurst and Mosley LP (Estuary I)

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 19th of November 2025, by and between the LAKEHURST AND MOSLEY LP, a California Limited Partnership, HOUSING AUTHORITY OF THE CITY OF ALAMEDA, and its affiliates, a public body corporate and politic (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 San Ramon, CA 94583 (hereinafter referred to as "Consultant") is made with reference to the following:

RECITALS:

- A. On February 10, 2025, an amended and superseded agreement was entered into by and between Client and Contractor (hereinafter "Agreement") for a not to exceed amount of \$174,386.33 with a contract term date of December 15, 2025.

AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The not to exceed amount for the entire Agreement shall be increased by Five Thousand and dollars and Zero cents (\$5,000.00) to be amended to One Hundred and Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty-Three cents (\$179,386.33) for services.
- 2. The entire Agreement shall be extended to June 30, 2026.
- 3. The Scope of Services included in Exhibit A-1 shall include: Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

1st Amendment – ENGEO - Lakehurst and Mosley LP (Estuary I)

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

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

ENGEO INCORPORATED, a California
Corporation

DocuSigned by:



55B00577667E48A

Jeffrey Fippin
Principal

Vanessa Cooper
President

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

Vanessa Cooper
Executive Director

1st Amendment – ENGEO - Lakehurst and Mosley LP (Estuary I)

Exhibit A-1
Scope of Services

1. Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.



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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP for geotechnical and environmental services with Mosley and Mabuhay LP (Estuary II) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.

BACKGROUND

Engeo Incorporated has provided geotechnical and environmental services at the North Housing Block A properties since 2021. An original contract was signed in 2021 with the Housing Authority of the City of Alameda (AHA), and this contract was utilized until February 2025 when three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda for the three buildings at North Housing Block A. These trifurcated contracts had an original expiration date of December 15, 2025.

DISCUSSION

Engeo's work at North Housing Block A is nearly complete. The remaining task is to respond to comments on the Soil Management Completion Report, which is a close out document of the construction and soil disturbance activities at the site. The Report is being reviewed by the Department of Toxic Substance Control (DTSC) and the U.S. Navy as part of the requirement. This report provides documentation of soil and groundwater management activities completed as part of the North Housing - Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue, Alameda, CA 94501 and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, Engeo certifies that the work was performed in substantial conformance with the approved Soil Management Plan.



In the attached Amendment #1, an additional amount of \$5,000 (per project) for any potential review time is being proposed, and an extension of time to June 30, 2026 to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

FISCAL IMPACT

Additional costs of up to \$5,000 per project may be required and shall be paid for by the project individual budgets.

CEQA

Not applicable

RECOMMENDATION

Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Mosley and Mabuhay LP for geotechnical and environmental services with Mosley and Mabuhay LP (Estuary II) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.33 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.

ATTACHMENTS

1. Amendment 1_NH_Geotechnical Services - Mosley and Mabuhay LP

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

1st Amendment – ENGEO – Mosley and Mabuhay LP (Estuary II)

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 19th of November 2025, by and between the MOSLEY AND MABUHAY LP, a California Limited Partnership, HOUSING AUTHORITY OF THE CITY OF ALAMEDA, and its affiliates, a public body corporate and politic (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 San Ramon, CA 94583 (hereinafter referred to as "Consultant") is made with reference to the following:

RECITALS:

- A. On February 10, 2025, an amended and superseded agreement was entered into by and between Client and Contractor (hereinafter "Agreement") for a not to exceed amount of \$174,386.33 with a contract term date of December 15, 2025.

AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The not to exceed amount for the entire Agreement shall be increased by Five Thousand and dollars and Zero cents (\$5,000.00) to be amended to One Hundred and Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty-Three cents (\$179,386.33) for services.
- 2. The entire Agreement shall be extended to June 30, 2026.
- 3. The Scope of Services included in Exhibit A-1 shall include: Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

1st Amendment – ENGEO – Mosley and Mabusay LP (Estuary II)

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

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

ENGEO INCORPORATED, a California Corporation

DocuSigned by:

55B00577667E48A...

Jeffrey Fippin
Principal

Vanessa Cooper
President

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

Vanessa Cooper
Executive Director

1st Amendment – ENGEO – Mosley and Mabuhay LP (Estuary II)

Exhibit A-1
Scope of Services

1. Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.



Housing Authority
of the
City of Alameda

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

701 Atlantic Avenue • Alameda, California 94501-2161

To: Honorable Chair and Members of the Board of Commissioners

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a First Amendment of the Amended and Superseded Consultant Services Contract between Engeo Incorporated, the Housing Authority of the City of Alameda, and Mabuhay and Lakehurst LP for geotechnical and environmental services with Mabuhay and Lakehurst LP (Linnet Corner) increasing the total contract amount by \$5,000 for a new Total Contract Amount of \$179,386.34 for the total term, including extensions, and extending the contract term an additional six months to June 30, 2026.

BACKGROUND

Engeo Incorporated has provided geotechnical and environmental services at the North Housing Block A properties since 2021. An original contract was signed in 2021 with the Housing Authority of the City of Alameda (AHA), and this contract was utilized until February 2025 when three amended and superseded agreements were signed with the individual tax credit limited partnerships and the Housing Authority of the City of Alameda for the three buildings at North Housing Block A. These trifurcated contracts had an original expiration date of December 15, 2025.

DISCUSSION

Engeo's work at North Housing Block A is nearly complete. The remaining task is to respond to comments on the Soil Management Completion Report, which is a close out document of the construction and soil disturbance activities at the site. The Report is being reviewed by the Department of Toxic Substance Control (DTSC) and the U.S. Navy as part of the requirement. This report provides documentation of soil and groundwater management activities completed as part of the North Housing - Block A redevelopment for the affordable housing projects known as "The Estuary I" and "Linnet Corner," located at 500 Mosley Avenue, Alameda, CA 94501 and 2000 Lakehurst Circle, Alameda, California 94501, respectively. In the report, Engeo certifies that the work was performed in substantial conformance with the approved Soil Management Plan.



In the attached Amendment #1, an additional amount of \$5,000 (per project) for any potential review time is being proposed, and an extension of time to June 30, 2026 to receive and respond to comments from DTSC and the U.S. Navy. A copy of the amendment is attached.

FISCAL IMPACT

Additional costs of up to \$5,000 per project may be required and shall be paid for by the project individual budgets.

CEQA

Not applicable

RECOMMENDATION

Approve the First Amendment of the Contract between Engeo Incorporated for geotechnical and environmental services with Mabuhay and Lakehurst LP (Linnet Corner) and the Housing Authority of the City of Alameda to add \$5,000 for a Total Not To Exceed Amount of \$179,386.34 and extension to June 30, 2026.

ATTACHMENTS

- 1. Amendment 1_NH_Geotechnical Services - Mabuhay and Lakehurst LP

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

1st Amendment – ENGEO – Mabuhay and Lakehurst (Linnet Corner)

FIRST AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 19th of November 2025, by and between the MABUHAY AND LAKEHURST LP, a California Limited Partnership, HOUSING AUTHORITY OF THE CITY OF ALAMEDA, and its affiliates, a public body corporate and politic (hereinafter referred to as "Client"), and ENGEO Incorporated, a California Corporation whose address is 2010 Crow Canyon Place, Suite 250 San Ramon, CA 94583 (hereinafter referred to as "Consultant") is made with reference to the following:

RECITALS:

- A. On February 10, 2025, an amended and superseded agreement was entered into by and between Client and Contractor (hereinafter "Agreement") for a not to exceed amount of \$174,386.34 with a contract term date of December 15, 2025.

AHA and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

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

- 1. The not to exceed amount for the entire Agreement shall be increased by Five Thousand and dollars and Zero cents (\$5,000.00) to be amended to One Hundred and Seventy-Nine Thousand and Three Hundred and Eighty-Six dollars and Thirty-Four cents (\$179,386.34) for services.
- 2. The entire Agreement shall be extended to June 30, 2026.
- 3. The Scope of Services included in Exhibit A-1 shall include: Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

1st Amendment – ENGEO – Mabuhay and Lakehurst (Linnet Corner)

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

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

ENGEO INCORPORATED, a California
Corporation

DocuSigned by:



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Jeffrey Fippin
Principal

Vanessa Cooper
President

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

Vanessa Cooper
Executive Director

1st Amendment – ENGEO – Mabuhay and Lakehurst (Linnet Corner)

Exhibit A-1
Scope of Services

1. Additional review and response services for the closeout of the Soil Management Completion report, as authorized in writing by the Client.



ISLAND CITY DEVELOPMENT

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

ITEM 6.A

To: Board of Directors
Island City Development

From: Nancy Gerardin, Director of Property Operations

Date: November 19, 2025

Re: Approve LIHTC Property Budgets for the Island City Development and Joint-Venture Owned Properties for January 1, 2026 – December 31, 2026; Accept a Presentation on the Budgets for the FPI-Managed Low-Income Housing Tax Credit (LIHTC) Sites and the Budgets for the John Stewart Company-Managed and Satellite Affordable Housing Associates-Managed Low-Income Housing Tax Credit (LIHTC) Sites.

BACKGROUND

The role of Property Operations includes compliance with applicable regulatory agreements and underwritten financial performance. In collaboration with FPI Management, John Stewart Company (JSCo), and SAHA 3rd party property management providers, Property Operations, Finance, and Housing Development have prepared. Staff are submitting the annual operating budgets for the following LIHTC properties: Little John Commons, Rosefield Village, Everett Commons, Estuary I, and Linnet Corner These properties were built since 2018 and were developed by ICD and are managed by FPI.

Also being submitted for review are budgets for: Shinsei Gardens, Stargell Commons, Park Alameda, Breakers at Bayport and Jack Capon Villas. These are older joint venture properties are all built prior to 2014 and are managed by JSCO and SAHA. All sites have project-based vouchers from AHA and many of them are built on land owned by AHA. ICD is the limited partner for Shinsei Gardens, and the special limited partner for Stargell Commons. For both Park Alameda and Jack Capon Villas, AHA and ICD is in negotiation with the current investors and developers regarding the right of first refusal and option to purchase of the limited partnership at year 15. This is expected to occur in the next 2-3 years.

DISCUSSION

The operating budget is a projection of the upcoming 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 where applicable. Property Operations, Housing Development, and Finance have reviewed and now submit the annual 2026 draft budgets to the Island City Development Board of Commissioners for approval. Property Operations and Housing Development also submit the budgets to the appropriate lenders and regulatory agencies. Staff will bring any revision requests from funders over 10% of total



FISCAL IMPACT

Not applicable.

CEQA

Not applicable.

RECOMMENDATION

Approve LIHTC Property Budgets for the Island City Development and Joint-Venture Owned Properties for January 1, 2026 – December 31, 2026; Accept a Presentation on the Budgets for the FPI-Managed Low-Income Housing Tax Credit (LIHTC) Sites and the Budgets for the John Stewart Company-Managed and Satellite Affordable Housing Associates-Managed Low-Income Housing Tax Credit (LIHTC) Sites.

ATTACHMENTS

1. 2026 LIHTC Budget Presentation
2. Littlejohn Commons Cover Page
3. Little John Commons 2026 Operating Budget
4. Rosefield Village Cover Page
5. Rosefield Village 2026 Operating Budgets
6. Everett Commons Cover Page
7. Everett Commons 2026 Operating Budget
8. Estuary I Cover Page
9. Estuary 2026 Operating Budget
10. Linnet Corner Cover Page
11. Linnet Corner 2026 Operating Budget
12. Shinsei Gardens Cover Page
13. Shinsei Gardens CY26 Budget_
14. Stargell Commons Cover Page
15. Stargell Commons CY26 Budget_
16. Park Alameda Cover Page
17. Park Alameda CY26 Budget_
18. Breakers at Bayport Cover Page
19. Breakers at Bayport CY26 Budget
20. Jack Capon Villa Cover Page
21. Jack Capon Villa Budget_2026

Respectfully submitted,



Nancy Gerardin, Director of Property Operations



2026 LIHTC Operating Budgets



Little John Commons



Little John Commons

	2025 YTD	2024 YTD	Change	% Change
	Actual	Last Year		
RENTAL INCOME				
APARTMENTS - TENANTS	9,798.00	0.00	9,798.00	N/A
MARKET RENT	128,884.00	163,713.00	-34,829.00	-21.27
PRIOR MONTH RENT ADJUSTMENTS	0.00	-1,497.00	1,497.00	100.00
TENANT ASSISTANCE PAYMENTS	577,394.00	480,654.00	96,740.00	20.13
PRIOR MONTH SUBSIDY ADJUSTMENT	339.00	3,139.00	-2,800.00	-89.20
VACANCIES-APARTMENTS	-10,679.00	-55,963.00	45,284.00	80.92
(LOSS)/GAIN TO LEASE	-729.00	12,340.00	-13,069.00	-105.91
RENT FREE UNIT (MGR)	-6,776.00	-13,421.00	6,645.00	49.51
BAD DEBT	0.00	-53,952.00	53,952.00	100.00
BAD DEBT RECOVERY	0.00	1,512.25	-1,512.25	-100.00
NET RENTAL INCOME	698,231.00	536,525.25	161,705.75	30.14
TOTAL INCOME	699,456.53	552,897.86	146,558.67	26.51
TOTAL PAYROLL	137,303.29	142,616.70	5,313.41	3.73
TOTAL MARKETING	132.78	158.13	25.35	16.03
TOTAL ADMINISTRATIVE EXPENSES	47,718.05	44,144.34	-3,573.71	-8.10
TOTAL UTILITIES EXPENSE	32,825.95	42,909.86	10,083.91	23.50
TOTAL OPERATING AND MAINT. EXPENSE	65,015.81	28,090.79	-36,925.02	-131.45
TOTAL TAXES AND INSURANCE	31,886.65	30,161.37	-1,725.28	-5.72
TOTAL OPERATING EXPENSE	314,882.53	288,081.19	-26,801.34	-9.30
NET OPERATING INCOME	384,574.00	264,816.67	119,757.33	45.22
INTEREST - LOAN 1	67,560.86	81,195.16	13,634.30	16.79
TOTAL FINANCIAL EXPENSES	67,560.86	81,195.16	13,634.30	16.79
TOTAL ENTITY EXPENSE	37,907.00	6,200.00	-31,707.00	-511.40
TOTAL CAPITAL EXPENSES	4,758.01	8,257.04	3,499.03	42.38
TOTAL OTHER EXPENSES	110,225.87	96,862.08	-13,363.79	-13.80
NET INCOME OR LOSS	274,348.13	167,954.59	106,393.54	63.35

- Revenue YOY increase of 26% due to higher HAP payments, bad debt write off (2024 reflected 2 long term evictions) and improved vacancy control. Vacancy in 2024 averaged 90% vs. 96% YTD in 2025.
- Positive resident engagement in social activities and Town Halls.
- No Capital Projects assumed in 2026, however, in response to resident feedback from Town Halls we are enhancing the community garden to allow for more community wide use as requested by the residents.

Little John Commons



Budget Summary

Little John Commons

# of Units	31	DSCR Threshold	1.15	Vacancy %	3.0%
		DSCR	1.941		

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit
Revenue														
Total Rent Revenue	68,072	68,072	68,072	68,072	68,072	68,072	68,581	68,581	68,581	68,581	68,581	68,581	819,916	26,449
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	822	584	584	822	584	584	822	584	584	822	584	584	7,962	257
TOTAL REVENUE	68,894	68,656	68,656	68,894	68,656	68,656	69,403	69,165	69,165	69,403	69,165	69,165	827,878	26,706
OPERATING EXPENSES														
Payroll	8,853	9,603	9,603	9,603	9,442	9,378	13,159	9,326	9,326	9,326	9,326	15,607	122,554	3,953
Leasing & Marketing Expense	101	101	101	101	101	101	101	101	101	101	101	101	1,217	39
Administrative Expenses	7,682	5,522	5,500	5,228	8,272	7,258	6,300	5,228	5,200	5,228	5,200	6,328	72,945	2,353
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	4,547	4,547	4,547	4,547	4,547	4,547	4,547	4,547	4,547	4,547	4,547	4,547	54,562	1,760
Repairs & Maintenance Expense	5,840	4,315	5,049	5,840	4,315	4,315	5,840	4,315	4,315	5,944	4,315	4,315	58,714	1,894
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	3,377	40,526	1,307
TOTAL OPER. EXPENSES	31,919	28,985	29,696	30,215	31,573	30,495	34,843	28,413	28,385	30,042	28,385	35,794	368,745	11,895
NET OPERATING INCOME	36,975	39,671	38,960	38,678	37,083	38,161	34,560	40,752	40,780	39,361	40,780	33,371	459,133	14,811
Debt Service (Interest)	6,745	6,745	6,745	6,745	6,745	6,745	6,745	6,745	6,745	6,745	6,745	6,745	80,941	2,611
Depreciation/Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	2,562	30,748	992
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME	27,667	30,364	29,652	29,371	27,776	28,854	25,252	31,445	31,473	30,053	31,473	24,064	347,444	11,208
Debt Service (principal Payments)	(12,647)	(12,703)	(12,760)	(12,818)	(12,875)	(12,933)	(12,991)	(13,050)	(13,108)	(13,167)	(13,226)	(13,286)	(155,564)	(5,018)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	(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)
Capital Repairs	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(1,000)	(3,000)	(500)	0	0	0	0	(9,500)	(306)
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
CASH FLOW	12,729	15,369	14,600	14,261	12,609	13,629	7,970	16,604	17,073	15,595	16,955	9,486	166,881	5,383

Rosefield Village



Rosefield Village

	2025 YTD	2024 YTD	Change	% Change
	Actual	Last Year		
RENTAL INCOME				
APARTMENTS - TENANTS	85,802.00	0.00	85,802.00	N/A
MARKET RENT	621,169.00	896,184.00	-275,015.00	-30.69
PRIOR MONTH RENT ADJUSTMENTS	-976.00	6,816.00	-7,792.00	-114.32
TENANT ASSISTANCE PAYMENTS	831,197.00	663,758.00	167,439.00	25.23
PRIOR MONTH SUBSIDY ADJUSTMENT	2,869.00	3,272.00	-403.00	-12.32
VACANCIES-APARTMENTS	-174,457.00	-116,124.00	-58,333.00	-50.23
(LOSS)/GAIN TO LEASE	447,173.00	217,462.00	229,711.00	105.63
TENANT RENT CONCESSIONS	-550.00	0.00	-550.00	N/A
RENT FREE UNIT (MGR)	-23,786.00	-17,997.00	-5,789.00	-32.17
BAD DEBT	-105,730.07	-94,034.00	-11,696.07	-12.44
BAD DEBT RECOVERY	0.00	135.00	-135.00	-100.00
NET RENTAL INCOME	1,682,710.93	1,559,472.00	123,238.93	7.90
TOTAL INCOME	1,726,642.41	1,579,039.43	147,602.98	9.35
TOTAL PAYROLL	206,726.66	256,587.21	49,860.55	19.43
TOTAL MARKETING	2,129.67	452.14	-1,677.53	-371.02
TOTAL ADMINISTRATIVE EXPENSES	251,905.28	249,349.47	-2,555.81	-1.02
TOTAL UTILITIES EXPENSE	164,692.95	153,481.75	-11,211.20	-7.30
TOTAL OPERATING AND MAINT. EXPENSE	94,823.96	93,703.38	-1,120.58	-1.20
TOTAL TAXES AND INSURANCE	111,443.28	94,486.09	-16,957.19	-17.95
TOTAL OPERATING EXPENSE	831,721.80	848,060.04	16,338.24	1.93
NET OPERATING INCOME	894,920.61	730,979.39	163,941.22	22.43
TOTAL FINANCIAL EXPENSES	354,764.12	360,210.97	5,446.85	1.51
TOTAL ENTITY EXPENSE	51,890.00	14,273.00	-37,617.00	-263.55
TOTAL CAPITAL EXPENSES	-19,581.45	43,366.60	62,948.05	145.15
TOTAL OTHER EXPENSES	387,072.67	417,850.57	30,777.90	7.37
NET INCOME OR LOSS	507,847.94	313,128.82	194,719.12	62.18

- Revenue YOY increase of 9% due to higher HAP payments and gain to lease offset by lowered resident rent collections due to evictions for non-payment. Vacancy trending at 92% by year end which is impacted by long standing vacants due to resident caused damage and PBV wait list closed through Q2.
- No Capital Projects assumed in 2026.

Rosefield Village



Budget Summary

Rosefield Village

DSCR Threshold	1.15	Vacancy %	3.0%
DSCR	1.868		

# of Units	Rosefield Village												Total	\$/Unit
92	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Revenue														
Total Rent Revenue	176,869	176,869	176,869	176,869	176,869	176,869	183,929	183,929	183,929	183,929	183,929	183,929	2,164,787	23,530
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Revenue	4,567	3,854	3,854	4,567	3,854	3,854	4,567	3,854	3,854	4,567	3,854	3,854	49,098	534
TOTAL REVENUE	181,435	180,723	180,723	181,435	180,723	180,723	188,496	187,783	187,783	188,496	187,783	187,783	2,213,885	24,064
OPERATING EXPENSES														
Payroll	17,841	19,385	19,068	18,823	18,823	18,823	26,589	18,823	18,823	18,823	18,823	29,712	244,359	2,656
Leasing & Marketing Expense	270	270	270	270	270	270	270	270	270	270	270	270	3,234	35
Administrative Expenses	22,725	22,617	23,573	21,743	28,831	22,831	22,331	22,443	21,743	21,743	21,743	21,743	274,070	2,979
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	588
Utility Expense	32,167	16,639	16,639	16,639	16,639	16,639	32,167	16,639	16,639	16,639	16,639	16,639	230,721	2,508
Repairs & Maintenance Expense	9,402	9,402	9,402	9,402	9,402	9,402	9,402	9,402	19,220	9,402	9,402	9,402	122,647	1,333
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense	11,588	11,588	11,588	11,588	11,588	11,588	11,588	11,588	11,588	11,588	11,588	11,588	139,053	1,511
TOTAL OPER. EXPENSES	98,501	84,409	85,048	82,973	90,061	84,061	106,855	83,673	92,791	82,973	82,973	93,862	1,068,179	11,611
NET OPERATING INCOME	82,934	96,313	95,675	98,462	90,662	96,661	81,641	104,110	94,992	105,523	104,810	93,922	1,145,705	12,453
Debt Service (Interest)	35,713	35,667	32,174	35,565	34,373	35,470	34,281	35,373	35,327	34,142	35,230	34,048	417,363	4,537
Depreciation/Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses	2,762	2,762	2,762	2,762	2,762	2,762	2,762	2,762	2,762	2,762	2,762	2,762	33,149	360
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME	44,459	57,884	60,738	60,134	53,526	58,429	44,598	65,974	56,903	68,618	66,818	57,111	695,194	7,556
Debt Service (principal Payments)	(15,400)	(15,446)	(18,939)	(15,548)	(16,740)	(15,643)	(16,832)	(15,740)	(15,786)	(16,971)	(15,883)	(17,065)	(195,993)	(2,130)
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves	(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)	(600)
Capital Repairs	(833)	(833)	(833)	(833)	(833)	(833)	(3,333)	(833)	(833)	(833)	(833)	(833)	(12,500)	(136)
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
CASH FLOW	23,625	37,005	36,366	39,153	31,353	37,353	19,832	44,801	35,683	46,214	45,501	34,613	431,501	4,690

Everett Commons



Everett Commons

	2025 YTD	2024 YTD		
	Actual	Last Year	Change	% Change
RENTAL INCOME				
MARKET RENT	104,954.00	103,349.00	1,605.00	1.55
PRIOR MONTH RENT ADJUSTMENTS	0.00	10,272.00	-10,272.00	-100.00
TENANT ASSISTANCE PAYMENTS	389,126.00	390,731.00	-1,605.00	-0.41
PRIOR MONTH SUBSIDY ADJUSTMENT	-1,181.00	-21,108.00	19,927.00	94.40
VACANCIES-APARTMENTS	-43,479.00	-20,907.00	-22,572.00	-107.96
(LOSS)/GAIN TO LEASE	61,542.00	40,327.00	21,215.00	52.61
RENT FREE UNIT (MGR)	-23,830.00	-23,830.00	0.00	0.00
BAD DEBT	-15,943.00	-404.00	-15,539.00	-3,846.29
BAD DEBT RECOVERY	0.00	0.00	0.00	N/A
NET RENTAL INCOME	471,189.00	478,430.00	-7,241.00	-1.51
TOTAL INCOME	480,607.21	497,171.07	-16,563.86	-3.33
TOTAL PAYROLL	43,212.54	63,033.71	19,821.17	31.45
TOTAL MARKETING	0.00	64.33	64.33	100.00
TOTAL ADMINISTRATIVE EXPENSES	90,873.88	66,997.93	-23,875.95	-35.64
TOTAL UTILITIES EXPENSE	19,870.94	29,670.94	9,800.00	33.03
TOTAL OPERATING AND MAINT. EXPENSE	55,665.85	43,797.47	-11,868.38	-27.10
TOTAL TURNOVER EXPENSES	5.47	0.00	-5.47	N/A
TOTAL TAXES AND INSURANCE	33,150.29	37,560.16	4,409.87	11.74
TOTAL OPERATING EXPENSE	242,778.97	241,124.54	-1,654.43	-0.69
NET OPERATING INCOME	237,828.24	256,046.53	-18,218.29	-7.12
TOTAL FINANCIAL EXPENSES	147,154.94	149,422.99	2,268.05	1.52
TOTAL ENTITY EXPENSE	3,822.50	8,370.26	4,547.76	54.33
TOTAL CAPITAL EXPENSES	51,914.38	69,635.75	17,721.37	25.45
TOTAL REHAB EXPS - INTERIOR	0.00	20,577.42	20,577.42	100.00
TOTAL OTHER EXPENSES	202,891.82	248,006.42	45,114.60	18.19
NET INCOME OR LOSS	34,936.42	8,040.11	26,896.31	334.53

- Revenue YOY decrease by 3% due to increased vacancy as a result of plumbing leaks that have impacted down time for unit turnover and bad debt write off for a long-standing eviction that occurred in 2025.
- Vacancy stabilized in Q2 increasing to 95% and anticipated to remain strong through year-end.
- No Capital Projects assumed in 2026, however, it was determined in September 2025 that the expansion tanks for the water heaters were not installed during construction and will be done by the end of Q1 2026 as a first step in the process to remedy the recurring leaks.

Everett Commons

FPI MANAGEMENT CULTURE GROUND IN HEART		Budget Summary													
Everett Commons		DSCR Threshold 1.15		Vacancy % 5.0%											
		DSCR 1.421													
# of Units	20														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit
Revenue															
Total Rent Revenue		53,832	53,832	53,832	53,832	53,832	53,832	54,041	54,041	54,041	54,041	54,041	54,041	647,239	32,362
Retail Revenue		0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Revenue		1,745	1,507	1,507	1,745	1,507	1,507	1,745	1,507	1,507	1,745	1,507	1,507	19,034	952
TOTAL REVENUE		55,577	55,339	55,339	55,577	55,339	55,339	55,786	55,548	55,548	55,786	55,548	55,548	666,273	33,314
OPERATING EXPENSES															
Payroll		3,911	4,201	4,201	4,201	4,201	4,078	5,773	4,078	4,078	4,078	4,078	6,823	53,701	2,685
Leasing & Marketing Expense		48	48	48	48	48	48	48	48	48	48	48	48	574	29
Administrative Expenses		7,595	7,373	7,333	7,213	11,194	7,683	9,555	7,155	7,155	7,213	7,183	8,255	94,906	4,745
Property Management Expense		980	980	980	980	980	980	980	980	980	980	980	980	11,760	588
Utility Expense		9,120	2,049	2,049	9,120	2,049	2,049	9,120	2,049	2,049	9,120	2,049	2,049	52,874	2,644
Repairs & Maintenance Expense		9,296	7,596	8,137	9,296	7,596	7,596	9,296	7,596	11,456	9,337	7,596	7,596	102,399	5,120
Turnover Expense		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Taxes & Insurance Expense		3,643	3,643	3,643	3,643	3,643	3,643	3,643	3,643	3,643	3,643	3,643	3,643	43,719	2,186
TOTAL OPER. EXPENSES		34,594	25,891	26,392	34,501	29,712	26,078	38,416	25,550	29,410	34,419	25,578	29,395	359,933	17,997
NET OPERATING INCOME		20,983	29,448	28,947	21,075	25,627	29,261	17,370	29,998	26,138	21,366	29,970	26,153	306,340	15,317
Debt Service (Interest)		14,888	14,873	13,120	14,836	14,343	14,804	14,312	14,771	14,756	14,265	14,722	14,232	173,923	8,696
Depreciation/Amortization		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Partnership & Other Expenses		1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	1,533	18,399	920
Startup Costs		0	0	0	0	0	0	0	0	0	0	0	0	0	0
NET INCOME		4,562	13,042	14,294	4,706	9,751	12,924	1,525	13,694	9,850	5,568	13,715	10,388	114,018	5,701
Debt Service (principal Payments)		(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(3,474)	(41,690)	(2,085)
Depreciation & Amort. (Add Back)		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reserves		(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)
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
CASH FLOW		(579)	7,901	9,153	(435)	4,610	7,783	(3,616)	8,553	4,709	428	8,574	5,247	52,328	2,616

Estuary



- Lease up began in August and was completed within 30 days and 100% occupancy achieved by September 2025.
- Significant resident engagement by management and LifeSTEPS to provide both services and sense of community.



Estuary

Estuary I			Budget Summary													
# of Units	45															
Vacancy %	5.0%															
			Total Revenue:		1,132,623		25,169		Net Oper. Income:				341,098		7,580	
			Total Oper. Exp.:		791,526		17,589		Debt/Other:				63,700		1,416	
			Net Oper. Income:		341,098		7,580		Non-Operating Expenses:				5,600		124	
							Cash Flow:				271,798		6,040			
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit		
Revenue																
Total Rent Revenue	92,995	92,995	92,995	92,995	92,995	92,995	95,381	95,381	95,381	95,381	95,381	95,381	1,130,254	25,117		
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Other Revenue	305	90	305	90	305	90	305	90	305	90	305	90	2,369	53		
TOTAL REVENUE	93,300	93,085	93,300	93,085	93,300	93,085	95,686	95,471	95,686	95,471	95,686	95,471	1,132,623	25,169		
OPERATING EXPENSES																
Payroll	13,955	14,888	14,439	14,439	14,439	14,439	20,565	14,439	14,439	14,439	14,439	24,172	189,089	4,202		
Leasing & Marketing Expense	1,125	25	25	1,125	25	25	1,125	25	25	7,605	25	25	11,180	248		
Administrative Expenses	22,768	22,958	22,258	22,093	25,654	24,002	22,960	22,395	22,108	22,093	22,108	22,093	273,386	6,075		
Property Management Expense	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	26,460	588		
Utility Expense	7,838	7,838	7,838	7,838	7,838	7,838	7,838	7,838	7,838	7,838	7,838	7,838	94,059	2,090		
Repairs & Maintenance Expense	9,656	8,606	11,194	9,181	9,256	8,606	9,656	9,623	20,233	10,198	10,273	9,623	126,103	2,802		
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Taxes & Insurance Expense	5,937	5,937	5,937	5,937	5,937	5,937	5,937	5,937	5,937	5,937	5,937	5,937	71,248	1,583		
TOTAL OPER. EXPENSES	63,485	62,457	63,896	62,818	65,354	63,052	70,186	62,462	72,784	70,314	62,824	71,893	791,526	17,589		
NET OPERATING INCOME	29,815	30,628	29,404	30,267	27,945	30,032	25,500	33,009	22,902	25,157	32,862	23,578	341,098	7,580		
Debt Service (Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Partnership & Other Expenses	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	3,433	41,200	916		
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
NET INCOME	26,382	27,194	25,971	26,834	24,512	26,599	22,066	29,576	19,468	21,723	29,428	20,144	299,898	6,664		
Debt Service (principal Payments)	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Reserves	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(1,875)	(22,500)	(500)		
Capital Repairs	0	0	0	0	0	(2,800)	0	0	0	0	0	(2,800)	(5,600)	(124)		
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		
CASH FLOW	24,507	25,319	24,096	24,959	22,637	21,924	20,191	27,701	17,593	19,848	27,553	15,469	271,798	6,040		
DSCR	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000			



Linnet Corner



- Lease up began in September 2025 and achieved 78% by October 31st.
- Significant resident engagement by management and LifeSTEPS to provide both services and sense of community.

Linnet Corner

Linnet Corner			Budget Summary														
# of Units	64	Total Revenue:	1,409,344	↓ / Unit	22,021	Total	713,372	↓ / Unit	11,146	Net Oper. Income:	713,372	11,146	Total	713,372	↓ / Unit	11,146	
Vacancy %	5.0%	Total Oper. Exp.:	695,972	10,875	Debt/Other:	132,900	2,077	Non-Operating Expenses:	5,600	88	Cash Flow:	574,872	8,982				
FPI MANAGEMENT CULTURE. GROUNDED IN HEART.			Net Oper. Income:	713,372	11,146												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	\$/Unit			
Revenue																	
Total Rent Revenue	115,346	115,346	115,346	115,346	115,346	115,346	118,051	118,051	118,051	118,051	118,051	118,051	1,400,385	21,881			
Retail Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Other Revenue	1,035	575	575	1,035	575	575	1,035	575	575	1,255	575	575	8,959	140			
TOTAL REVENUE	116,381	115,921	115,921	116,381	115,921	115,921	119,086	118,626	118,626	119,306	118,626	118,626	1,409,344	22,021			
OPERATING EXPENSES																	
Payroll	14,371	15,304	14,840	14,840	14,840	14,840	21,166	14,840	14,840	14,840	14,840	24,774	194,334	3,036			
Leasing & Marketing Expense	1,600	25	25	1,600	25	25	1,600	25	25	9,280	25	25	14,280	223			
Administrative Expenses	9,718	9,563	8,848	8,758	15,046	10,738	9,873	9,138	8,698	8,778	8,698	8,698	116,553	1,821			
Property Management Expense	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	3,136	37,632	588			
Utility Expense	11,129	11,129	11,129	11,129	11,129	11,129	11,129	11,129	11,129	11,129	11,129	11,129	133,550	2,087			
Repairs & Maintenance Expense	9,328	6,898	7,528	9,503	6,898	6,898	9,328	8,931	20,271	12,751	8,931	8,931	116,193	1,816			
Turnover Expense	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Taxes & Insurance Expense	6,752	6,752	6,752	9,160	6,752	6,752	6,752	6,752	6,752	6,752	6,752	6,752	83,431	1,304			
TOTAL OPER. EXPENSES	56,034	52,806	52,257	58,125	57,826	53,517	62,984	53,951	64,851	66,665	53,511	63,445	695,972	10,875			
NET OPERATING INCOME	60,348	63,115	63,664	58,256	58,096	62,404	56,102	64,675	53,775	52,640	65,115	55,181	713,372	11,146			
Debt Service (Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Partnership & Other Expenses	8,408	8,408	8,408	8,408	8,408	8,408	8,408	8,408	8,408	8,408	8,408	8,408	100,900	1,577			
Startup Costs	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
NET INCOME	51,939	54,707	55,256	49,848	49,687	53,996	47,694	56,267	45,367	44,232	56,707	46,773	612,472	9,570			
Debt Service (principal Payments)	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Depreciation & Amort. (Add Back)	0	0	0	0	0	0	0	0	0	0	0	0	0	0			
Reserves	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(2,667)	(32,000)	(500)			
Capital Repairs	0	0	0	0	0	(2,800)	0	0	0	0	0	(2,800)	(5,600)	(88)			
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			
CASH FLOW	49,273	52,040	52,589	47,181	47,021	48,529	45,027	53,600	42,700	41,565	54,040	41,306	574,872	8,982			
DSCR	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000				

Shinsei Gardens



Shinsei Gardens

Shinsei Gardens

Vacancy 5%

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	461,969.00	38,497.42
5122-000	Subsidy - PHA PBV	706,536.00	58,878.00
Total Gross Income Potential		1,168,505.00	97,375.42
Vacancies and Concessions			
5220-000	Vacancy - Residential	58,426.45	4,868.87
5220-020	Vacancy - Subsidy Reimbrs	-8,160.49	-680.04
Total Vacancies and Concessions		50,265.96	4,188.83
Other Income			
5910-000	Laundry Revenue	3,265.00	272.08
Total Other Income		3,265.00	272.08
TOTAL REVENUE		1,121,504.04	93,458.67
Total Marketing Expenses		1,500.00	125.00
Total Administrative Expenses		187,649.65	15,637.47
Total Utilities		88,397.74	7,366.48
Total Operating and Maintenance Expenses		141,269.72	11,772.48
Total Taxes and Insurance		107,526.68	8,960.56
Total Non Deferred Financial Expense		20,768.00	1,730.67
Total Service Expense		39,607.00	3,300.58
Total Corporate Expenses		804.00	67.00
Total Reserve Expenditures		0.00	0.00
TOTAL OPERATING EXPENSES		587,522.79	48,960.23
OPERATING INCOME (LOSS)		533,981.25	44,498.44
Total Other Cash (Available) Requirements		23,400.00	1,950.00
TOTAL CASH FLOW		510,581.25	42,548.44

Stargell Commons



Stargell Commons

Stargell Commons

VACANCY
DSCR

5%
0.294167

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	507,539.52	42,294.96
5122-000	Subsidy - PHA PBV	238,836.00	19,903.00
Total Gross Income Potential		746,375.52	62,197.96
Vacancies and Concessions			
5220-000	Vacancy - Residential	37,318.78	3,109.90
5220-020	Vacancy - Subsidy Reimt	-3,940.79	-328.40
Total Vacancies and Concessions		33,377.98	2,781.50
Total Other Income		5,479.00	456.58
TOTAL REVENUE		718,476.54	59,873.04
PROJECT EXPENSES			
Total Marketing Expenses		1,000.00	83.33
Total Administrative Expenses		143,250.16	11,937.51
Total Utilities		59,955.62	4,996.30
Total Operating and Maintenance Expenses		118,566.01	9,880.50
Total Taxes and Insurance		94,822.41	7,901.87
Total Non Deferred Financial Expense		30,688.11	2,557.34
Total Service Expense		38,653.00	3,221.08
Total Corporate Expenses		8,117.00	676.42
TOTAL OPERATING EXPENSES		495,052.30	41,254.36
OPERATING INCOME (LOSS)		223,424.24	18,618.69
Total Other Cash (Available) Requirements		99,851.51	8,320.96
TOTAL CASH FLOW		123,572.73	10,297.73



Park Alameda



Park Alameda

Park Alameda

		Vacancy	6.00%
		2026	2026
		Budget	Budget
Acct#	Account Name	Annual	Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	586,596.88	48,883.07
5122-000	Subsidy - PHA PBV	290,316.00	24,193.00
5122-020	Subsidy - Tenant Based	111,360.00	9,280.00
Total Gross Income Potential		988,272.88	82,356.07
Vacancies and Concessions			
5220-000	Vacancy - Residential	59,296.37	4,941.36
5220-020	Vacancy - Subsidy Reimbrs	-2,874.13	-239.51
Total Vacancies and Concessions		56,422.24	4,701.85
Other Income			
5910-000	Laundry Revenue	4,014.00	334.50
Total Other Income		4,014.00	384.50
TOTAL REVENUE		935,864.64	78,038.72
PROJECT EXPENSES			
Total Marketing Expenses		1,050.00	87.50
Total Administrative Expenses		258,245.58	21,520.46
Total Utilities		109,365.11	9,113.76
Total Operating and Maintenance Expense		194,287.91	16,190.66
Total Taxes and Insurance		131,840.02	10,986.67
Total Service Expense		4,577.00	381.42
Total Corporate Expenses		71,182.93	5,931.91
Total Reserve Expenditures		0.00	0.00
TOTAL OPERATING EXPENSES		770,548.54	64,212.38
OPERATING INCOME (LOSS)		165,316.09	13,826.34
Total Other Cash (Available) Requireme		31,929.96	2,660.83
TOTAL CASH FLOW		133,386.13	11,165.51

Breakers at Bayport



Breakers at Bayport

BREAKERS AT BAYPORT

Annual Operating Budget for the Year Ending
December 31, 2026

Acct#	Account Name	Vacancy	1.30%
		2026 Budget Annual	2026 Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	720,672.00	60,056.00
5122-000	Subsidy - PHA PBV	449,544.00	37,462.00
5122-020	Subsidy - Tenant Based	174,372.00	14,531.00
Total Gross Income Potential		1,344,588.00	112,049.00
Vacancies and Concessions			
5220-000	Vacancy - Residential	20,301.00	1,691.75
5220-020	Vacancy - Subsidy Reimbrs	-2,225.24	-185.44
Total Vacancies and Concessions		18,075.76	1,506.31
Other Income			
5910-000	Laundry Revenue	32.00	2.67
5925-000	Key Charge	5.00	0.42
5990-000	Miscellaneous Revenue	0.00	0.00
Total Other Income		37.00	3.08
TOTAL REVENUE		1,326,549.24	110,545.77
PROJECT EXPENSES			
Total Marketing Expenses		2,707.00	225.58
Total Administrative Expenses		240,970.84	20,080.90
Total Utilities		109,422.68	9,118.56
Total Operating and Maintenance Expenses		242,149.89	20,179.16
Total Taxes and Insurance		152,583.83	12,715.32
Total Non Deferred Financial Expense		76,356.00	6,363.00
Total Service Expense		563.00	46.92
Total Corporate Expenses		10,804.00	900.33
Total Reserve Expenditures		5,100.00	425.00
TOTAL OPERATING EXPENSES		840,657.24	70,054.77
OPERATING INCOME (LOSS)		485,892.00	40,491.00
Total Other Cash (Available) Requirements		93,660.00	7,805.00
TOTAL CASH FLOW		392,232.00	32,686.00

Jack Capon Villa



Jack Capon Villa

Jack Capon Villa (jcv) - 19 units

Budget FYE 12/31/2026	Vacancy Rate 3%
PROPERTY REVENUE	-
RENTAL REVENUE	-
Gross Potential Rent	101,364
Local Hsg Auth Subsidy	428,097
TOTAL RENTAL REVENUE	529,461
TOTAL VACANCIES	(15,884)
FINANCIAL REVENUE	-
TOTAL FINANCIAL REVENUE	14,710
OTHER REVENUE	-
TOTAL OTHER REVENUE	68
TOTAL PROPERTY REVENUE	528,355
EXPENSES	-
ADMINISTRATIVE EXPENSES	-
TOTAL ADMINISTRATIVE EXPENSES	107,368
TOTAL UTILITIES EXPENSE	33,072
TOTAL OPERATING EXPENSES	194,046
TOTAL TAXES & INSURANCE	39,835
TOTAL FINANCIAL EXPENSES	59,629
TOTAL SERVICE COORD EXPENSE	68,821
TOTAL Partnership Expenses	32,077
TOTAL EXPENSES	534,848
TOTAL INCOME(LOSS)	(6,493)
TOTAL DEPRECIATION EXPENSE	202,469
TOTAL AMORTIZATION EXPENSE	2,541
NET INCOME(LOSS)	(211,503)
TOTAL DEBT SERVICE & RESERVES	11,400
DSCR	N/A
Income/Expense Ratio	1.14
Property Cash Flow	61,903
Operating Expenses	385,950
OpEx PUPY	20,313



**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Sherman and Buena Vista, L.P. (Littlejohn
Commons) for the Fiscal Year and Calendar Year 2026.**

2026 Operating Budget

Little John Commons



Budget Detail	Annual Totals	Per Unit Per Year
RENTAL INCOME		
5120-005 MARKET RENT (31 Apts.)	176,490	5,693
5121-000 TENANT ASSISTANCE PAYME	693,936	22,385
GROSS POTENTIAL RENT	870,426	28,078
5220-000 VACANCIES (3.0%)	(26,113)	(842)
5731-000 RENT FREE UNIT (MGR)	(22,776)	(735)
5940-005 BAD DEBT	(2,162)	(70)
5940-010 BAD DEBT RECOVERY	540	17
NET RENTAL INCOME	819,916	26,449
OTHER INCOME		
5910-000 LAUNDRY SERVICE	350	11
5920-000 NSF AND LATE CHARGES	2,000	65
5940-000 FORFEITED TENANT SECURI	800	26
5990-000 OTHER REVENUE	4,662	150
5990-300 APPLICATION SCREENING FE	150	5
TOTAL OTHER INCOME	7,962	257
NET INCOME	827,878	26,706

PAYROLL & BENEFITS

6330-000 MANAGEMENT SALARIES	25,600	826
6330-100 ASST MANAGER SALARY	19,435	627
6335-000 BONUS SALARIES	1,398	45
6500-200 MAINT. TECHNICIAN - SALARY	23,304	752
6535-000 GROUNDS PAYROLL	15,690	506
6711-000 PAYROLL TAXES	8,032	259
6380-000 PAYROLL ADMIN	1,760	57
6722-000 WORKMAN'S COMPENSATION	4,895	158
6722-100 SAFE FUND	3,027	98
6711-090 401K CONTRIBUTION	1,400	45
6723-000 HEALTH INS. & EMPL. BENEFIT	18,012	581

TOTAL PAYROLL	122,554	3,953
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LEASING AND MARKETING

6250-000 OTHER RENTING EXPENSE	522	17
6250-010 RESIDENT FUNCTIONS	695	22

TOTAL LEASING AND MARKETING	1,217	39
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ADMIN. EXPENSES

6200-550 EMPLOYEE ADS	1,740	56
6250-100 CREDIT REPORTS	649	21
6250-300 CABLE TV	1,200	39
6250-700 DUES\SUBSCRIPTIONS	295	10
6310-500 OFFICE EQUIPMENT	1,800	58
6311-000 OFFICE SUPPLIES	2,000	65
6320-000 MGMT. FEES (\$49.00)	18,228	588
6320-350 SOCIAL SERVICES FEE	22,133	714
6340-000 LEGAL EXPENSES (PROJECT)	2,200	71
6350-000 AUDITING EXPENSES (PROJECT)	16,175	522
6350-100 COMPLIANCE EXPENSE	4,390	142
6360-000 TELEPHONE & ANSWERING SERVICE	3,193	103

6360-100 INTERNET ACCESS	1,900	61
6360-200 MEETING/STAFF DEVELOPME	350	11
6370-100 POSTAGE	400	13
6370-300 TRAVEL/MILEAGE	500	16
6390-010 RENTERS INSURANCE EXPEN	4,092	132
6390-060 COMPUTER EXPENSE OFFICE	2,200	71
6390-065 COMPUTER SOFTWARE EXPE	5,919	191
6390-150 TRAINING	1,810	58

TOTAL & ADMIN. EXPENSES	91,173	2,941
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UTILITIES EXPENSES

6450-000 ELECTRICITY	16,477	532
6450-500 GAS/ELECTRIC VACANT UNIT	1,796	58
6451-000 WATER	8,415	271
6452-000 GAS	698	23
6453-000 SEWER	12,164	392
6454-000 GARBAGE AND TRASH	12,012	387
6454-010 EXTRAORDINARY TRASH REM	3,000	97

TOTAL UTILITIES EXP.	54,562	1,760
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OPER. & MAINT. EXPENSES

6515-000 CLEANING SUPPLIES	1,344	43
6517-000 CLEANING CONTRACT (UNITS	1,000	32
6517-050 CLEANING CONTRACT (COMM	630	20
6517-100 CARPET CLEANING CONTRAC	750	24
6519-000 EXTERMINATING CONTRACT	3,605	116
6530-100 ALARM SERVICE	5,807	187
6536-000 GROUNDS SUPPLIES	2,500	81
6537-000 GROUNDS CONTRACT	12,420	401

6541-200 REPAIRS MATERIAL-ELECTRI	110	4
6541-300 REPAIRS MATERIAL-PLUMBING	200	6
6541-600 REPAIRS MATERIAL-LIGHTS/F	500	16
6541-900 REPAIRS MATERIAL-MISC.	500	16
6541-901 REPAIR MATERIALS-FIRE PRO	900	29
6541-904 REPAIR MAT-DOORS/WINDOW	150	5
6541-905 REPAIR MATERIALS-KEYS/LO	350	11
6541-906 REPAIR MATERIAL-EQUIP/TO	250	8
6541-908 REPAIR MATERIALS-UNIFORM	208	7
6542-200 REPAIRS CONTRACT-ELECTR	1,000	32
6542-300 REPAIRS CONTRACT-PLUMBI	6,000	194
6542-901 REPAIR CONTRACT-FIRE PRO	840	27
6542-904 REPAIR CONT-DOOR/WINDOW	3,300	106
6542-905 REPAIR CONTRACT-KEYS/LO	2,000	65
6542-907 REPAIR CONTRACT-ROOF	1,500	48
6545-000 ELEVATOR MAINTENANCE/CONTR	6,000	194
6560-100 INTERIOR PAINTING CONTRA	4,800	155
6560-110 PAINTING SUPPLIES	1,800	58
6561-100 WINDOW COVERINGS	250	8
TOTAL OPERATING & MAINT. EXPENSE	58,714	1,894

TAXES AND INSURANCE

6718-000 FTB - CALIF PMB TAX	800	26
6719-000 BUSINESS TAX & LICENSE	1,800	58
6720-000 PROPERTY & LIAB. INS. (HAZ)	37,926	1,223
TOTAL TAXES AND INSURANCE	40,526	1,307

TOTAL OPERATING EXPENSES	368,745	11,895
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NET OPERATING INCOME	459,133	14,811
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FINANCIAL EXPENSES

6810-000 INTEREST ON FIRST LOAN	80,941	2,611
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TOTAL FINANCIAL EXPENSES	80,941	2,611
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TOTAL DEPRECIATION/AMORTIZATION	0	0
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CORPORATE ENTITY

7190-000 OTHER ENTITY EXPENSES	6,149	198
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7190-506 PARTNERSHIP MGMT FEE	24,598	793
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TOTAL CORPORATE ENTITY	30,748	992
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TOTAL PRE-OPENING	0	0
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CAPITAL EXPENSES

7315-000 LANDSCAPE	2,500	81
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7380-000 APPLIANCE REPLACEMENT	3,000	97
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7390-000 OTHER CAPITAL EXPENSES	4,000	129
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TOTAL CAPITAL EXPENSES	9,500	306
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NET INCOME

CASH FLOW/(LOSS)

NET INCOME (As Per Above)

PLUS: DEPRECIATION (As Per Above)

2320-000 MORTGAGE PAYABLE

2320-010 MORTGAGE PAYABLE - 2ND

2320-020 MORTGAGE PAYABLE - 3RD

2320-030 MORTGAGE PAYABLE - 4TH

2310-000 NOTES PAYABLE (LONG-TERM)

2310-010 NOTES PAYABLE (LONG-TERM)-2ND

1320-000 RESERVE FOR REPLACEMENTS

R & R WITHDRAWALS

1320-006 RESERVE FOR REPLACEMENTS II

OTHER RESERVE WITHDRAWAL

POSITIVE/(NEGATIVE) CASH FLOW

Low- Income Housing Tax Credit (LIHTC) Annual Operating Budget for Constitution and Eagle, L.P. (Rosefield Village) for the Fiscal Year and Calendar Year 2026.

2026 Operating Budget

Rosefield Village



Budget Detail	Annual Totals	Per Unit Per Year
RENTAL INCOME		
5120-005 MARKET RENT (92 Apts.)	775,770	8,432
5121-000 TENANT ASSISTANCE PAYME	1,563,588	16,996
GROSS POTENTIAL RENT		
	2,339,358	25,428
5220-000 VACANCIES (3.0%)	(70,181)	(763)
5731-000 RENT FREE UNIT (MGR)	(27,936)	(304)
5940-005 BAD DEBT	(101,939)	(1,108)
5940-010 BAD DEBT RECOVERY	25,485	277
NET RENTAL INCOME		
	2,164,787	23,530
OTHER INCOME		
5910-000 LAUNDRY SERVICE	13,200	143
5920-000 NSF AND LATE CHARGES	8,100	88
5940-000 FORFEITED TENANT SECURI	2,400	26
5990-000 OTHER REVENUE	24,948	271
5990-300 APPLICATION SCREENING FE	450	5
TOTAL OTHER INCOME		
	49,098	534
NET INCOME		
	2,213,885	24,064

PAYROLL & BENEFITS

6330-000	MANAGEMENT SALARIES	46,551	506
6330-100	ASST MANAGER SALARY	41,731	454
6335-000	BONUS SALARIES	1,300	14
6500-200	MAINT. TECHNICIAN - SALARY	49,884	542
6535-000	GROUNDS PAYROLL	32,430	352
6711-000	PAYROLL TAXES	14,865	162
6380-000	PAYROLL ADMIN	1,760	19
6722-000	WORKMAN'S COMPENSATION	9,828	107
6722-100	SAFE FUND	6,078	66
6711-090	401K CONTRIBUTION	2,880	31
6723-000	HEALTH INS. & EMPL. BENEFIT	37,054	403

TOTAL PAYROLL		244,359	2,656
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LEASING AND MARKETING

6250-000	OTHER RENTING EXPENSE	1,078	12
6250-010	RESIDENT FUNCTIONS	2,156	23

TOTAL LEASING AND MARKETING		3,234	35
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ADMIN. EXPENSES

6200-550	EMPLOYEE ADS	1,740	19
6250-100	CREDIT REPORTS	947	10
6250-700	DUES\SUBSCRIPTIONS	874	10
6310-500	OFFICE EQUIPMENT	1,800	20
6311-000	OFFICE SUPPLIES	2,700	29
6320-000	MGMT. FEES (\$49.00)	54,096	588
6320-350	SOCIAL SERVICES FEE	138,432	1,505
6340-000	LEGAL EXPENSES (PROJECT)	18,200	198
6350-000	AUDITING EXPENSES (PROJECT)	18,069	196
6350-100	COMPLIANCE EXPENSE	44,971	489
6360-000	TELEPHONE & ANSWERING SERVICE	11,000	120
6360-100	INTERNET ACCESS	3,000	33

6360-200 MEETING/STAFF DEVELOPME	432	5
6370-100 POSTAGE	800	9
6370-300 TRAVEL/MILEAGE	500	5
6390-010 RENTERS INSURANCE EXPEN	12,144	132
6390-060 COMPUTER EXPENSE OFFICE	3,517	38
6390-065 COMPUTER SOFTWARE EXPE	10,762	117
6390-150 TRAINING	4,182	45

TOTAL & ADMIN. EXPENSES	328,166	3,567
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UTILITIES EXPENSES

6450-000 ELECTRICITY	13,110	143
6450-500 GAS/ELECTRIC VACANT UNIT	5,843	64
6451-000 WATER	56,607	615
6452-000 GAS	1,690	18
6453-000 SEWER	52,808	574
6454-000 GARBAGE AND TRASH	90,153	980
6454-010 EXTRAORDINARY TRASH REM	10,510	114

TOTAL UTILITIES EXP.	230,721	2,508
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OPER. & MAINT. EXPENSES

6515-000 CLEANING SUPPLIES	3,800	41
6517-000 CLEANING CONTRACT (UNITS	3,000	33
6517-050 CLEANING CONTRACT (COMM	750	8
6517-100 CARPET CLEANING CONTRAC	1,830	20
6519-000 EXTERMINATING CONTRACT	8,700	95
6530-000 PATROL SERVICE CONTRACT	1,000	11
6530-100 ALARM SERVICE	2,387	26
6536-000 GROUNDS SUPPLIES	2,000	22
6537-000 GROUNDS CONTRACT	18,720	203

6541-050 REPAIRS MATERIAL-APPLIAN	2,600	28
6541-200 REPAIRS MATERIAL-ELECTRI	1,500	16
6541-300 REPAIRS MATERIAL-PLUMBING	5,500	60
6541-900 REPAIRS MATERIAL-MISC.	700	8
6541-901 REPAIR MATERIALS-FIRE PRO	750	8
6541-904 REPAIR MAT-DOORS/WINDOW	6,000	65
6541-905 REPAIR MATERIALS-KEYS/LO	1,000	11
6541-906 REPAIR MATERIAL-EQUIP/TO	1,500	16
6541-908 REPAIR MATERIALS-UNIFORM	432	5
6542-200 REPAIRS CONTRACT-ELECTR	2,700	29
6542-300 REPAIRS CONTRACT-PLUMBI	15,000	163
6542-900 REPAIRS CONTRACT-MISC.	500	5
6542-901 REPAIR CONTRACT-FIRE PRO	8,078	88
6542-904 REPAIR CONT-DOOR/WINDOW	5,000	54
6542-905 REPAIR CONTRACT-KEYS/LO	900	10
6545-000 ELEVATOR MAINTENANCE/CONTR	3,500	38
6545-050 ELEVATOR REPAIRS	2,000	22
6546-000 HEATING & A/C REPAIRS & M	6,000	65
6560-100 INTERIOR PAINTING CONTRA	14,400	157
6560-110 PAINTING SUPPLIES	2,400	26
TOTAL OPERATING & MAINT. EXPENSE	122,647	1,333

TAXES AND INSURANCE

6710-000 PROPERTY TAXES - REAL	373	4
6718-000 FTB - CALIF PMB TAX	800	9
6719-000 BUSINESS TAX & LICENSE	1,800	20
6720-000 PROPERTY & LIAB. INS. (HAZ)	136,080	1,479
TOTAL TAXES AND INSURANCE	139,053	1,511

TOTAL OPERATING EXPENSES	1,068,179	11,611
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NET OPERATING INCOME	1,145,705	12,453
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FINANCIAL EXPENSES

6810-000 INTEREST ON FIRST LOAN	417,363	4,537
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TOTAL FINANCIAL EXPENSES	417,363	4,537
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TOTAL DEPRECIATION/AMORTIZATION	0	0
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CORPORATE ENTITY

7190-000 OTHER ENTITY EXPENSES	7,649	83
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7120-200 ASSET MANAGEMENT FEE	25,500	277
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TOTAL CORPORATE ENTITY	33,149	360
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TOTAL PRE-OPENING	0	0
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CAPITAL EXPENSES

7315-000 LANDSCAPE	2,500	27
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7390-000 OTHER CAPITAL EXPENSES	10,000	109
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TOTAL CAPITAL EXPENSES	12,500	136
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NET INCOME

CASH FLOW/(LOSS)

NET INCOME (As Per Above)

PLUS: DEPRECIATION (As Per Above)

2320-000 MORTGAGE PAYABLE

2320-010 MORTGAGE PAYABLE - 2ND

2320-020 MORTGAGE PAYABLE - 3RD

2320-030 MORTGAGE PAYABLE - 4TH

2310-000 NOTES PAYABLE (LONG-TERM)

2310-010 NOTES PAYABLE (LONG-TERM)-2ND

1320-000 RESERVE FOR REPLACEMENTS

R & R WITHDRAWALS

1320-006 RESERVE FOR REPLACEMENTS II

OTHER RESERVE WITHDRAWAL

POSITIVE/(NEGATIVE) CASH FLOW

**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Everett and Eagle, L.P. (Everett Commons) for the
Fiscal Year and Calendar Year 2026.**

2026 Operating Budget

Everett Commons



Budget Detail		Annual Totals	Per Unit Per Year
RENTAL INCOME			
5120-005 MARKET RENT (20 Apts.)	[1]	226,452	11,323
5121-000 TENANT ASSISTANCE PAYME	[2]	485,400	24,270
GROSS POTENTIAL RENT		711,852	35,593
5220-000 VACANCIES (5.0%)	[3]	(35,593)	(1,780)
5731-000 RENT FREE UNIT (MGR)	[4]	(28,596)	(1,430)
5940-005 BAD DEBT	[5]	(566)	(28)
5940-010 BAD DEBT RECOVERY	[6]	142	7
NET RENTAL INCOME		647,239	32,362
OTHER INCOME			
5910-000 LAUNDRY SERVICE	[7]	5,700	285
5920-000 NSF AND LATE CHARGES	[8]	540	27
5940-000 FORFEITED TENANT SECURI	[9]	800	40
5990-000 OTHER REVENUE	[10]	11,844	592
5990-300 APPLICATION SCREENING FE	[11]	150	8
TOTAL OTHER INCOME		19,034	952
NET INCOME		666,273	33,314

PAYROLL & BENEFITS

6330-000	MANAGEMENT SALARIES	[12]	18,292	915
6335-000	BONUS SALARIES	[13]	923	46
6500-200	MAINT. TECHNICIAN - SALARY	[14]	18,934	947
6711-000	PAYROLL TAXES	[15]	3,645	182
6380-000	PAYROLL ADMIN	[16]	880	44
6722-000	WORKMAN'S COMPENSATION	[17]	2,187	109
6722-100	SAFE FUND	[18]	1,352	68
6711-090	401K CONTRIBUTION	[19]	540	27
6723-000	HEALTH INS. & EMPL. BENEFIT	[20]	6,948	347

TOTAL PAYROLL			53,701	2,685
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LEASING AND MARKETING

6250-000	OTHER RENTING EXPENSE	[21]	410	21
6250-010	RESIDENT FUNCTIONS	[22]	164	8

TOTAL LEASING AND MARKETING			574	29
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ADMIN. EXPENSES

6200-550	EMPLOYEE ADS	[23]	1,270	64
6250-100	CREDIT REPORTS	[24]	707	35
6250-700	DUES\SUBSCRIPTIONS	[25]	190	10
6310-500	OFFICE EQUIPMENT	[26]	329	16
6311-000	OFFICE SUPPLIES	[27]	410	21
6320-000	MGMT. FEES (\$49.00)	[28]	11,760	588
6320-350	SOCIAL SERVICES FEE	[29]	52,552	2,628
6340-000	LEGAL EXPENSES (PROJECT)	[30]	2,200	110
6350-000	AUDITING EXPENSES (PROJECT)	[31]	16,175	809
6350-100	COMPLIANCE EXPENSE	[32]	3,104	155
6360-000	TELEPHONE & ANSWERING SERVICE	[33]	2,500	125
6360-100	INTERNET ACCESS	[34]	2,500	125
6360-200	MEETING/STAFF DEVELOPMENT	[35]	164	8
6370-100	POSTAGE	[36]	450	23

6370-300 TRAVEL/MILEAGE	[37]	200	10
6390-010 RENTERS INSURANCE EXPEN	[38]	2,640	132
6390-060 COMPUTER EXPENSE OFFICE	[39]	1,672	84
6390-065 COMPUTER SOFTWARE EXPE	[40]	5,224	261
6390-150 TRAINING	[41]	2,619	131
TOTAL & ADMIN. EXPENSES		106,666	5,333

UTILITIES EXPENSES

6450-000 ELECTRICITY	[42]	2,012	101
6450-500 GAS/ELECTRIC VACANT UNIT	[43]	1,510	76
6451-000 WATER	[44]	9,720	486
6453-000 SEWER	[45]	8,349	417
6454-000 GARBAGE AND TRASH	[46]	28,283	1,414
6454-010 EXTRAORDINARY TRASH REM	[47]	3,000	150
TOTAL UTILITIES EXP.		52,874	2,644

OPER. & MAINT. EXPENSES

6515-000 CLEANING SUPPLIES	[48]	739	37
6517-000 CLEANING CONTRACT (UNITS)	[49]	1,000	50
6517-050 CLEANING CONTRACT (COMM)	[50]	500	25
6517-100 CARPET CLEANING CONTRAC	[51]	1,450	73
6519-000 EXTERMINATING CONTRACT	[52]	1,920	96
6530-100 ALARM SERVICE	[53]	1,823	91
6536-000 GROUNDS SUPPLIES	[54]	2,000	100
6537-000 GROUNDS CONTRACT	[55]	6,600	330
6541-200 REPAIRS MATERIAL-ELECTRI	[56]	1,500	75
6541-300 REPAIRS MATERIAL-PLUMBING	[57]	3,500	175
6541-901 REPAIR MATERIALS-FIRE PRO	[58]	500	25
6541-904 REPAIR MAT-DOORS/WINDOW	[59]	625	31

6541-905 REPAIR MATERIALS-KEYS/LO	[60]	250	13
6541-906 REPAIR MATERIAL-EQUIP/TO	[61]	300	15
6541-908 REPAIR MATERIALS-UNIFORM	[62]	82	4
6542-200 REPAIRS CONTRACT-ELECTR	[63]	850	43
6542-300 REPAIRS CONTRACT-PLUMBI	[64]	50,000	2,500
6542-901 REPAIR CONTRACT-FIRE PRO	[65]	2,360	118
6542-904 REPAIR CONT-DOOR/WINDOW	[66]	3,000	150
6542-905 REPAIR CONTRACT-KEYS/LO	[67]	3,000	150
6542-907 REPAIR CONTRACT-ROOF	[68]	1,000	50
6546-000 HEATING & A/C REPAIRS & M.	[69]	12,000	600
6560-100 INTERIOR PAINTING CONTRA	[70]	4,800	240
6560-110 PAINTING SUPPLIES	[71]	1,800	90
6561-100 WINDOW COVERINGS	[72]	800	40
TOTAL OPERATING & MAINT. EXPENSE		102,399	5,120
TAXES AND INSURANCE			
6718-000 FTB - CALIF PMB TAX	[73]	800	40
6720-000 PROPERTY & LIAB. INS. (HAZ)	[74]	42,919	2,146
TOTAL TAXES AND INSURANCE		43,719	2,186
TOTAL OPERATING EXPENSES		359,933	17,997
NET OPERATING INCOME		306,340	15,317
FINANCIAL EXPENSES			
6810-000 INTEREST ON FIRST LOAN	[75]	173,923	8,696
TOTAL FINANCIAL EXPENSES		173,923	8,696

TOTAL DEPRECIATION/AMORTIZATION EXPENSES		0	0
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CORPORATE ENTITY

7190-000 OTHER ENTITY EXPENSES	[76]	6,149	307
7120-200 ASSET MANAGEMENT FEE	[77]	12,250	612

TOTAL CORPORATE ENTITY		18,399	920
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TOTAL PRE-OPENING		0	0
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NET INCOME

CASH FLOW/(LOSS)

- NET INCOME (As Per Above)
- PLUS: DEPRECIATION (As Per Above)
- 2320-000 MORTGAGE PAYABLE
- 2320-010 MORTGAGE PAYABLE - 2ND
- 2320-020 MORTGAGE PAYABLE - 3RD
- 2320-030 MORTGAGE PAYABLE - 4TH
- 2310-000 NOTES PAYABLE (LONG-TERM)
- 2310-010 NOTES PAYABLE (LONG-TERM)-2ND

1320-000 RESERVE FOR REPLACEMENTS
R & R WITHDRAWALS
1320-006 RESERVE FOR REPLACEMENTS II
OTHER RESERVE WITHDRAWAL

POSITIVE/(NEGATIVE) CASH FLOW

**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Lakehurst and Mosley, L.P. (Estuary I) for the
Fiscal Year and Calendar Year 2026.**

2026 Operating Budget



Estuary I

Hide or Unhide Rows

Budget Detail		Annual Totals	Per Unit Per Year
RENTAL INCOME			
5120-005 MARKET RENT (45 Apts.)	[1]	130,944	2,910
5121-000 TENANT ASSISTANCE PAYMENTS	[2]	1,099,704	24,438
GROSS POTENTIAL RENT		1,230,648	27,348
5220-000 VACANCIES (5.0%)	[3]	(61,532)	(1,367)
5731-000 RENT FREE UNIT (MGR)	[4]	(38,616)	(858)
NET RENTAL INCOME		1,130,254	25,117
#			
OTHER INCOME			
5920-000 NSF AND LATE CHARGES	[7]	900	20
5940-000 FORFEITED TENANT SECURITY DEP.	[8]	1,200	27
5990-300 APPLICATION SCREENING FEE	[9]	269	6
TOTAL OTHER INCOME		2,369	53
NET INCOME		1,132,623	25,169
PAYROLL & BENEFITS			
6330-000 MANAGEMENT SALARIES	[10]	67,102	1,491
6335-000 BONUS SALARIES	[11]	2,200	49
6500-200 MAINT. TECHNICIAN - SALARY	[12]	69,392	1,542
6711-000 PAYROLL TAXES	[13]	11,548	257
6380-000 PAYROLL ADMIN	[14]	838	19
6722-000 WORKMAN'S COMPENSATION	[15]	10,542	234
6722-100 SAFE FUND	[16]	5,091	113
6723-000 HEALTH INS. & EMPL. BENEFITS	[17]	22,375	497
TOTAL PAYROLL		189,089	4,202
LEASING AND MARKETING			
6250-000 OTHER RENTING EXPENSE	[18]	11,180	248

TOTAL LEASING AND MARKETING

11,180 248

ADMIN. EXPENSES

6200-550 EMPLOYEE ADS	[19]	450	10
6250-100 CREDIT REPORTS	[20]	857	19
6250-300 CABLE TV	[21]	2,700	60
6310-500 OFFICE EQUIPMENT	[22]	1,200	27
6311-000 OFFICE SUPPLIES	[23]	1,200	27
6320-000 MGMT. FEES (\$49.00)	[24]	26,460	588
6320-350 SOCIAL SERVICES FEE	[25]	220,000	4,889
6340-000 LEGAL EXPENSES (PROJECT)	[26]	1,100	24
6350-000 AUDITING EXPENSES (PROJECT)	[27]	12,500	278
6350-100 COMPLIANCE EXPENSE	[28]	6,293	140
6360-000 TELEPHONE & ANSWERING SERVICE	[29]	8,495	189
6360-100 INTERNET ACCESS	[30]	1,200	27
6360-200 MEETING/STAFF DEVELOPMENT	[31]	600	13
6370-100 POSTAGE	[32]	600	13
6370-300 TRAVEL/MILEAGE	[33]	600	13
6390-010 RENTERS INSURANCE EXPENSE	[34]	5,940	132
6390-060 COMPUTER EXPENSE OFFICE	[35]	1,772	39
6390-065 COMPUTER SOFTWARE EXPENSE	[36]	6,075	135
6390-150 TRAINING	[37]	1,804	40

TOTAL & ADMIN. EXPENSES

299,846 6,663

UTILITIES EXPENSES

6450-000 ELECTRICITY	[38]	7,740	172
6451-000 WATER	[39]	36,630	814
6453-000 SEWER	[40]	14,445	321
6454-000 GARBAGE AND TRASH	[41]	29,394	653
6454-010 EXTRAORDINARY TRASH REMOVAL	[42]	5,850	130

TOTAL UTILITIES EXP.

94,059 2,090

OPER. & MAINT. EXPENSES

6515-000 CLEANING SUPPLIES	[43]	3,150	70
6517-000 CLEANING CONTRACT (UNITS)	[44]	900	20
6517-050 CLEANING CONTRACT (COMMON)	[45]	16,158	359
6519-000 EXTERMINATING CONTRACT	[46]	4,132	92
6530-000 PATROL SERVICE CONTRACT	[47]	54,000	1,200
6530-100 ALARM SERVICE	[48]	1,936	43
6537-000 GROUNDS CONTRACT	[49]	4,920	109

6541-050 REPAIRS MATERIAL-APPLIANCES	[50]	300	7
6541-200 REPAIRS MATERIAL-ELECTRICAL	[51]	600	13
6541-300 REPAIRS MATERIAL-PLUMBING	[52]	1,200	27
6541-600 REPAIRS MATERIAL-LIGHTS/FANS/FIXTURES	[53]	300	7
6541-900 REPAIRS MATERIAL-MISC.	[54]	600	13
6541-901 REPAIR MATERIALS-FIRE PROT	[55]	600	13
6541-904 REPAIR MAT-DOORS/WINDOWS	[56]	600	13
6541-905 REPAIR MATERIALS-KEYS/LOCKS	[57]	495	11
6541-906 REPAIR MATERIAL-EQUIP/TOOLS	[58]	600	13
6541-908 REPAIR MATERIALS-UNIFORMS	[59]	350	8
6542-200 REPAIRS CONTRACT-ELECTRICAL	[60]	600	13
6542-300 REPAIRS CONTRACT-PLUMBING	[61]	1,500	33
6542-600 REPAIRS CONTRACT-LIGHTS/FANS/FIXTURES	[62]	750	17
6542-901 REPAIR CONTRACT-FIRE PROT	[63]	9,960	221
6542-904 REPAIR CONT-DOOR/WINDOWS	[64]	750	17
6545-000 ELEVATOR MAINTENANCE/CONTRACT	[65]	5,083	113
6560-100 INTERIOR PAINTING CONTRACT	[66]	9,000	200
6560-110 PAINTING SUPPLIES	[67]	1,890	42
6590-000 MISC. OPER. & MAINT. REPAIRS	[68]	5,729	127

TOTAL OPERATING & MAINT. EXPENSE		126,103	2,802
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TAXES AND INSURANCE

6719-000 BUSINESS TAX & LICENSE	[69]	2,408	54
6720-000 PROPERTY & LIAB. INS. (HAZARD)	[70]	64,840	1,441
6729-000 OTHER INSURANCE	[71]	4,000	89

TOTAL TAXES AND INSURANCE		71,248	1,583
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TOTAL OPERATING EXPENSES		791,526	17,589
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NET OPERATING INCOME		341,098	7,580
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FINANCIAL EXPENSES

TOTAL FINANCIAL EXPENSES		0	0
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CORPORATE ENTITY

7120-200 ASSET MANAGEMENT FEE	[72]	5,150	114
7120-450 MANAGING GENERAL PARTNER FEE	[73]	36,050	801

TOTAL CORPORATE ENTITY		41,200	916
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CAPITAL EXPENSES

7350-000 CARPET & FLOOR REPLACEMENT	[74]	4,000	89
7380-000 APPLIANCE REPLACEMENT	[75]	1,600	36
TOTAL CAPITAL EXPENSES		5,600	124

NET INCOME

CASH FLOW/(LOSS)

NET INCOME (As Per Above)
PLUS: DEPRECIATION (As Per Above)
2320-000 MORTGAGE PAYABLE
2320-010 MORTGAGE PAYABLE - 2ND
2320-020 MORTGAGE PAYABLE - 3RD
2320-030 MORTGAGE PAYABLE - 4TH
2310-000 NOTES PAYABLE (LONG-TERM)
2310-010 NOTES PAYABLE (LONG-TERM)-2ND
1320-000 RESERVE FOR REPLACEMENTS
R & R WITHDRAWALS
1320-006 RESERVE FOR REPLACEMENTS II
OTHER RESERVE WITHDRAWAL

POSITIVE/(NEGATIVE) CASH FLOW

**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Mabuhay and Lakehurst, L.P. (Linnet Corner) for
the Fiscal Year and Calendar Year 2026.**

2026 Operating Budget

Linnet Corner



Hide or Unhide Rows

Budget Detail		Annual Totals	Per Unit Per Year
RENTAL INCOME			
5120-005 MARKET RENT (64 Apts.)	[1]	330,534	5,165
GROSS POTENTIAL RENT		1,515,390	23,678
5220-000 VACANCIES (5.0%)	[3]	(75,770)	(1,184)
5731-000 RENT FREE UNIT (MGR)	[4]	(38,616)	(603)
5940-005 BAD DEBT	[5]	(826)	(13)
5940-010 BAD DEBT RECOVERY	[6]	207	3
NET RENTAL INCOME		1,400,385	21,881
#			
OTHER INCOME			
5910-000 LAUNDRY SERVICE	[7]	6,000	94
5920-000 NSF AND LATE CHARGES	[8]	900	14
5940-000 FORFEITED TENANT SECURITY	[9]	1,800	28
5990-300 APPLICATION SCREENING FE	[10]	259	4
TOTAL OTHER INCOME		8,959	140
NET INCOME		1,409,344	22,021
PAYROLL & BENEFITS			
6330-000 MANAGEMENT SALARIES	[11]	71,548	1,118
6335-000 BONUS SALARIES	[12]	2,200	34

6500-200 MAINT. TECHNICIAN - SALARY	[13]	69,392	1,084
6711-000 PAYROLL TAXES	[14]	11,917	186
6380-000 PAYROLL ADMIN	[15]	838	13
6722-000 WORKMAN'S COMPENSATION	[16]	10,808	169
6722-100 SAFE FUND	[17]	5,255	82
6723-000 HEALTH INS. & EMPL. BENEFIT	[18]	22,375	350

TOTAL PAYROLL		194,334	3,036
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LEASING AND MARKETING

6250-000 OTHER RENTING EXPENSE	[19]	14,280	223
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TOTAL LEASING AND MARKETING		14,280	223
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ADMIN. EXPENSES

6200-550 EMPLOYEE ADS	[20]	675	11
6250-100 CREDIT REPORTS	[21]	847	13
6250-300 CABLE TV	[22]	2,700	42
6310-500 OFFICE EQUIPMENT	[23]	1,200	19
6311-000 OFFICE SUPPLIES	[24]	1,200	19
6320-000 MGMT. FEES (\$49.00)	[25]	37,632	588
6320-350 SOCIAL SERVICES FEE	[26]	57,601	900
6340-000 LEGAL EXPENSES (PROJECT)	[27]	1,100	17
6350-000 AUDITING EXPENSES (PROJECT)	[28]	12,500	195
6350-100 COMPLIANCE EXPENSE	[29]	8,920	139
6360-000 TELEPHONE & ANSWERING SERVICE	[30]	7,454	116
6360-100 INTERNET ACCESS	[31]	1,200	19
6360-200 MEETING/STAFF DEVELOPMENT	[32]	600	9
6370-100 POSTAGE	[33]	600	9
6370-300 TRAVEL/MILEAGE	[34]	600	9
6390-010 RENTERS INSURANCE EXPENSE	[35]	5,940	93
6390-060 COMPUTER EXPENSE OFFICE	[36]	2,155	34
6390-065 COMPUTER SOFTWARE EXPENSE	[37]	9,206	144

6390-150 TRAINING	[38]	2,055	32
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TOTAL & ADMIN. EXPENSES		154,185	2,409
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UTILITIES EXPENSES

6450-000 ELECTRICITY	[39]	11,008	172
6451-000 WATER	[40]	52,096	814
6453-000 SEWER	[41]	20,544	321
6454-000 GARBAGE AND TRASH	[42]	41,582	650
6454-010 EXTRAORDINARY TRASH REM	[43]	8,320	130

TOTAL UTILITIES EXP.		133,550	2,087
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OPER. & MAINT. EXPENSES

6515-000 CLEANING SUPPLIES	[44]	4,225	66
6517-000 CLEANING CONTRACT (UNITS	[45]	1,350	21
6517-050 CLEANING CONTRACT (COMM	[46]	16,230	254
6519-000 EXTERMINATING CONTRACT	[47]	4,900	77
6530-000 PATROL SERVICE CONTRACT	[48]	31,800	497
6530-100 ALARM SERVICE	[49]	1,936	30
6537-000 GROUNDS CONTRACT	[50]	5,256	82
6541-050 REPAIRS MATERIAL-APPLIAN	[51]	400	6
6541-200 REPAIRS MATERIAL-ELECTRI	[52]	750	12
6541-300 REPAIRS MATERIAL-PLUMBIN	[53]	1,500	23
6541-600 REPAIRS MATERIAL-LIGHTS/F	[54]	400	6
6541-900 REPAIRS MATERIAL-MISC.	[55]	750	12
6541-901 REPAIR MATERIALS-FIRE PRC	[56]	750	12
6541-904 REPAIR MAT-DOORS/WINDOW	[57]	750	12
6541-905 REPAIR MATERIALS-KEYS/LO	[58]	725	11
6541-906 REPAIR MATERIAL-EQUIP/TO	[59]	750	12
6541-908 REPAIR MATERIALS-UNIFORM	[60]	350	5
6542-200 REPAIRS CONTRACT-ELECTF	[61]	750	12
6542-300 REPAIRS CONTRACT-PLUMBI	[62]	2,000	31

6542-600 REPAIRS CONTRACT-LIGHTS/FANS	[63]	1,000	16
6542-901 REPAIR CONTRACT-FIRE PRC	[64]	9,960	156
6542-904 REPAIR CONT-DOOR/WINDOW	[65]	950	15
6545-000 ELEVATOR MAINTENANCE/CONTRA	[66]	10,167	159
6560-100 INTERIOR PAINTING CONTRA	[67]	9,000	141
6560-110 PAINTING SUPPLIES	[68]	2,085	33
6590-000 MISC. OPER. & MAINT. REPAIR	[69]	7,459	117

TOTAL OPERATING & MAINT. EXPENSE		116,193	1,816
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TAXES AND INSURANCE

6719-000 BUSINESS TAX & LICENSE	[70]	2,408	38
6720-000 PROPERTY & LIAB. INS. (HAZ)	[71]	77,023	1,203
6729-000 OTHER INSURANCE	[72]	4,000	63

TOTAL TAXES AND INSURANCE		83,431	1,304
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TOTAL OPERATING EXPENSES		695,972	10,875
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NET OPERATING INCOME		713,372	11,146
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FINANCIAL EXPENSES

TOTAL FINANCIAL EXPENSES		0	0
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CORPORATE ENTITY

7190-000 OTHER ENTITY EXPENSES	[73]	77,037	1,204
7120-200 ASSET MANAGEMENT FEE	[74]	5,150	80
7120-450 MANAGING GENERAL PARTN	[75]	18,713	292

TOTAL CORPORATE ENTITY	100,900	1,577
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CAPITAL EXPENSES

7350-000 CARPET & FLOOR REPLACEM [76]	4,000	63
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7380-000 APPLIANCE REPLACEMENT [77]	1,600	25
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TOTAL CAPITAL EXPENSES	5,600	88
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NET INCOME

CASH FLOW/(LOSS)

NET INCOME (As Per Above)

PLUS: DEPRECIATION (As Per Above)

2320-000 MORTGAGE PAYABLE

2320-010 MORTGAGE PAYABLE - 2ND

2320-020 MORTGAGE PAYABLE - 3RD

2320-030 MORTGAGE PAYABLE - 4TH

2310-000 NOTES PAYABLE (LONG-TERM)

2310-010 NOTES PAYABLE (LONG-TERM)-2ND

1320-000 RESERVE FOR REPLACEMENTS

R & R WITHDRAWALS

1320-006 RESERVE FOR REPLACEMENTS II

OTHER RESERVE WITHDRAWAL

POSITIVE/(NEGATIVE) CASH FLOW

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**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Shinsei Gardens Apartments, L.P. (Shinsei
Gardens) for the Fiscal Year and Calendar Year 2026.**

Shinsei Gardens

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed Proposed
Prepared: September 22, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	461,969.00	38,497.42
5122-000	Subsidy - PHA PBV	706,536.00	58,878.00
Total Gross Income Potential		1,168,505.00	97,375.42
Vacancies and Concessions			
5220-000	Vacancy - Residential	58,426.45	4,868.87
5220-020	Vacancy - Subsidy Reimbrs	-8,160.49	-680.04
Total Vacancies and Concessions		50,265.96	4,188.83
Other Income			
5910-000	Laundry Revenue	3,265.00	272.08
Total Other Income		3,265.00	272.08
TOTAL REVENUE		1,121,504.04	93,458.67
PROJECT EXPENSES			
Marketing Expenses			
6250-000	Marketing & Leasing	1,500.00	125.00
Total Marketing Expenses		1,500.00	125.00
Administrative Expenses			
6310-050	Payroll - Occ Specialist	3,604.64	300.39
6311-000	Office Expenses	10,440.00	870.00
6319-000	Payroll Processing Fee	1,944.00	162.00
6320-000	Management Fees	36,036.00	3,003.00
6330-000	Payroll - Manager	38,526.72	3,210.56
6331-000	Administrator's Unit	43,512.00	3,626.00
6340-000	Legal/Mediation Expenses	1,000.00	83.33
6350-000	CPA/Audit Services	18,354.60	1,529.55
6351-000	Bookkeeping Services	6,084.00	507.00

6360-000	Phone, Internet, Cable TV	16,000.00	1,333.33
6360-030	Answering Service	797.00	66.42
6370-000	Collection Loss	4,619.69	384.97
6385-000	Mileage/Travel	50.00	4.17
6392-000	Seminars / Training	415.00	34.58
6396-000	Computer Charges	6,266.00	522.17

Total Administrative Expenses		187,649.65	15,637.47
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Utilities			
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6450-000	Electricity	20,388.24	1,699.02
6451-000	Water	40,452.96	3,371.08
6452-000	Gas	2,640.60	220.05
6453-000	Sewer	24,915.94	2,076.33

Total Utilities		88,397.74	7,366.48
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Operating and Maintenance Expenses			
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6510-000	Payroll - Maintenance	29,461.16	2,455.10
6510-010	Payroll - MaintSupervisor	2,731.51	227.63
6515-000	Janitorial Supplies	200.00	16.67
6517-000	Janitorial Contract	500.00	41.67
6519-000	Pest Control	3,522.00	293.50
6525-000	Garbage Removal	36,310.05	3,025.84
6530-000	Security Contract	0.00	0.00
6533-000	Fire Protection Expenses	6,964.00	580.33
6537-000	Landscape Contracts	17,089.00	1,424.08
6541-000	Repairs Materials/Supp	13,000.00	1,083.33
6542-000	Repair & Maint Contracts	15,000.00	1,250.00
6543-000	Plumbing Maintenance	4,200.00	350.00
6544-000	Electrical Maintenance	245.00	20.42
6545-000	Elevator Maintenance	10,000.00	833.33
6546-000	HVAC Maintenance	2,047.00	170.58

Total Operating and Maintenance Expenses		141,269.72	11,772.48
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Taxes and Insurance			
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6710-000	Real Estate Taxes	1,833.00	152.75
6711-000	Payroll Taxes	6,885.00	573.75
6720-000	Property Insurance	77,414.70	6,451.23
6721-000	Fidelity Bond	185.00	15.42
6722-000	Workers Comp.	3,939.00	328.25
6723-000	Health Ins. / EE Benefits	13,323.12	1,110.26
6723-010	401K Matching/EE Benefit	1,431.85	119.32

6790-000	Misc.Licenses/Permits	2,515.00	209.58
Total Taxes and Insurance		107,526.68	8,960.56
Non Deferred Financial Expense			
6820-012	Interest - HCD/MHP	14,716.00	1,226.33
6826-000	Ground Lease	2,056.00	171.33
6851-000	Bond Admin Fee-must pay	3,996.00	333.00
Total Non Deferred Financial Expense		20,768.00	1,730.67
Service Expense			
6885-000	Resident-Credit Reporting	452.00	37.67
6940-000	Services - Coordinator	0.00	0.00
6981-000	Services - Contract Fees	39,155.00	3,262.92
Total Service Expense		39,607.00	3,300.58
Corporate Expenses			
7131-000	FTB Tax & Fee	804.00	67.00
Total Corporate Expenses		804.00	67.00
Total Reserve Expenditures		0.00	0.00
TOTAL OPERATING EXPENSES		587,522.79	48,960.23
OPERATING INCOME (LOSS)		533,981.25	44,498.44
OTHER CASH REQUIREMENTS			
	Reserve Funding	23,400.00	1,950.00
	Mortgage Principal	0.00	0.00
	Fixed Asset Purchases	179,000.00	14,916.67
	Add back for Reserve Eligible	-179,000.00	-14,916.67
	<i>Other Cash Requirements:</i>		
	Entry 1	0.00	0.00
	Entry 2	0.00	0.00
	Entry 3	0.00	0.00
Total Other Cash (Available) Requirements		23,400.00	1,950.00
TOTAL CASH FLOW		510,581.25	42,548.44

**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Stargell Commons, L.P. (Stargell Commons) for
the Fiscal Year and Calendar Year 2026.**

Stargell Commons

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed Proposed
Prepared: September 22, 2025

Acct#	Account Name	2026	2026
		Budget Annual	Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	507,539.52	42,294.96
5122-000	Subsidy - PHA PBV	238,836.00	19,903.00
Total Gross Income Potential		746,375.52	62,197.96
Vacancies and Concessions			
5220-000	Vacancy - Residential	37,318.78	3,109.90
5220-020	Vacancy - Subsidy Reimb	-3,940.79	-328.40
Total Vacancies and Concessions		33,377.98	2,781.50
Other Income			
5910-000	Laundry Revenue	5,479.00	456.58
Total Other Income		5,479.00	456.58
TOTAL REVENUE		718,476.54	59,873.04
PROJECT EXPENSES			
Marketing Expenses			
6250-000	Marketing & Leasing	1,000.00	83.33
Total Marketing Expenses		1,000.00	83.33
Administrative Expenses			
6311-000	Office Expenses	2,000.00	166.67
6319-000	Payroll Processing Fee	1,831.00	152.58
6320-000	Management Fees	31,104.00	2,592.00
6330-000	Payroll - Manager	37,179.40	3,098.28
6331-000	Administrator's Unit	14,976.00	1,248.00
6340-000	Legal/Mediation Expense	2,500.00	208.33
6350-000	CPA/Audit Services	19,563.00	1,630.25
6351-000	Bookkeeping Services	5,408.00	450.67
6360-000	Phone, Internet, Cable TV	6,895.00	574.58

6360-030	Answering Service	1,362.00	113.50
6370-000	Collection Loss	7,463.76	621.98
6385-000	Mileage/Travel	40.00	3.33
6390-000	Misc. Admin. Expenses	300.00	25.00
6390-010	Bank Charges	7,248.00	604.00
6392-000	Seminars / Training	200.00	16.67
6396-000	Computer Charges	5,180.00	431.67

Total Administrative Expenses		143,250.16	11,937.51
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Utilities			
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6450-000	Electricity	4,064.04	338.67
6451-000	Water	24,737.82	2,061.49
6452-000	Gas	11,639.16	969.93
6453-000	Sewer	19,514.60	1,626.22

Total Utilities		59,955.62	4,996.30
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Operating and Maintenance Expenses			
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6510-000	Payroll - Maintenance	29,740.40	2,478.37
6510-010	Payroll - MaintSupervisor	2,241.24	186.77
6517-000	Janitorial Contract	300.00	25.00
6519-000	Pest Control	3,000.00	250.00
6525-000	Garbage Removal	35,307.37	2,942.28
6533-000	Fire Protection Expenses	9,377.00	781.42
6537-000	Landscape Contracts	12,000.00	1,000.00
6541-000	Repairs Materials/Supp	5,000.00	416.67
6542-000	Repair & Maint Contracts	17,000.00	1,416.67
6543-000	Plumbing Maintenance	600.00	50.00
6546-000	HVAC Maintenance	3,500.00	291.67
6590-000	Miscellaneous Maintenanc	500.00	41.67

Total Operating and Maintenance Expenses		118,566.01	9,880.50
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Taxes and Insurance			
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6710-000	Real Estate Taxes	0.00	0.00
6711-000	Payroll Taxes	6,239.00	519.92
6720-000	Property Insurance	63,209.88	5,267.49
6722-000	Workers Comp.	3,747.00	312.25
6723-000	Health Ins. / EE Benefits	13,320.12	1,110.01
6723-010	401K Matching/EE Benefi	1,338.40	111.53
6790-000	Misc.Licenses/Permits	6,968.00	580.67

Total Taxes and Insurance		94,822.41	7,901.87
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Non Deferred Financial Expense

6820-000	Interest - 1st Mortgage	26,488.11	2,207.34
6892-000	Annual County Loan Fees	4,200.00	350.00

Total Non Deferred Financial Expense		30,688.11	2,557.34
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Service Expense

6885-000	Resident-Credit Reporting	363.00	30.25
6940-000	Services - Coordinator	0.00	0.00
6980-000	Services - Classes	500.00	41.67
6980-010	Services - Res Functions	500.00	41.67
6981-000	Services - Contract Fees	37,290.00	3,107.50

Total Service Expense		38,653.00	3,221.08
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Corporate Expenses

7131-000	FTB Tax & Fee	1,597.00	133.08
7141-000	Services - Owner Fee AT	6,520.00	543.33

Total Corporate Expenses		8,117.00	676.42
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TOTAL OPERATING EXPENSES		495,052.30	41,254.36
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OPERATING INCOME (LOSS)		223,424.24	18,618.69
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OTHER CASH REQUIREMENTS

Reserve Funding	34,127.51	2,843.96
Mortgage Principal	65,724.00	5,477.00
Fixed Asset Purchases	42,000.00	3,500.00
Add back for Reserve Elig	-42,000.00	-3,500.00

Other Cash Requirements:

Entry 1	0.00	0.00
Entry 2	0.00	0.00
Entry 3	0.00	0.00

Total Other Cash (Available) Requirements	99,851.51	8,320.96
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TOTAL CASH FLOW	123,572.73	10,297.73
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DSCR 0.294167

**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for The Alameda Islander, L.P. (Park Alameda) for the
Fiscal Year and Calendar Year 2026.**

Park Alameda

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: January 0, 1900

Acct#	Account Name	2026	2026
		Budget Annual	Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	586,596.88	48,883.07
5122-000	Subsidy - PHA PBV	290,316.00	24,193.00
5122-020	Subsidy - Tenant Based	111,360.00	9,280.00
Total Gross Income Potential		988,272.88	82,356.07
Vacancies and Concessions			
5220-000	Vacancy - Residential	59,296.37	4,941.36
5220-020	Vacancy - Subsidy Reimbrs	-2,874.13	-239.51
Total Vacancies and Concessions		56,422.24	4,701.85
Other Income			
5910-000	Laundry Revenue	4,014.00	334.50
Total Other Income		4,014.00	384.50
TOTAL REVENUE		935,864.64	78,038.72
PROJECT EXPENSES			
Marketing Expenses			
6250-000	Marketing & Leasing	1,050.00	87.50
Total Marketing Expenses		1,050.00	87.50
Administrative Expenses			
6310-050	Payroll - Occ Specialist	3,656.12	304.68
6311-000	Office Expenses	10,000.00	833.33
6319-000	Payroll Processing Fee	4,122.00	343.50
6320-000	Management Fees	66,216.00	5,518.00
6330-000	Payroll - Manager	68,735.70	5,727.98
6331-000	Administrator's Unit	38,616.00	3,218.00
6340-000	Legal/Mediation Expenses	7,702.00	641.83
6350-000	CPA/Audit Services	19,254.82	1,604.57

6351-000	Bookkeeping Services	9,672.00	806.00
6360-000	Phone, Internet, Cable TV	9,804.57	817.05
6360-030	Answering Service	1,610.40	134.20
6370-000	Collection Loss	5,865.97	488.83
6385-000	Mileage/Travel	2,155.00	179.58
6390-000	Misc. Admin. Expenses	586.00	48.83
6392-000	Seminars / Training	1,465.00	122.08
6396-000	Computer Charges	8,784.00	732.00

Total Administrative Expenses		258,245.58	21,520.46
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Utilities			
6450-000	Electricity	18,294.06	1,524.51
6451-000	Water	31,784.40	2,648.70
6452-000	Gas	23,832.41	1,986.03
6453-000	Sewer	35,454.24	2,954.52

Total Utilities		109,365.11	9,113.76
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Operating and Maintenance Expenses			
6510-000	Payroll - Maintenance	63,448.68	5,287.39
6510-010	Payroll - MaintSupervisor	4,342.40	361.87
6512-000	Payroll - Janitor	18,515.44	1,542.95
6515-000	Janitorial Supplies	3,950.00	329.17
6519-000	Pest Control	2,500.00	208.33
6525-000	Garbage Removal	43,378.43	3,614.87
6530-000	Security Contract	1,062.96	88.58
6533-000	Fire Protection Expenses	10,488.00	874.00
6537-000	Landscape Contracts	7,000.00	583.33
6541-000	Repairs Materials/Supp	12,368.00	1,030.67
6542-000	Repair & Maint Contracts	11,470.00	955.83
6543-000	Plumbing Maintenance	7,456.00	621.33
6544-000	Electrical Maintenance	1,000.00	83.33
6545-000	Elevator Maintenance	3,000.00	250.00
6546-000	HVAC Maintenance	2,094.00	174.50
6552-000	Furniture & Appliances	2,214.00	184.50
6559-000	Flooring Expense	0.00	0.00

Total Operating and Maintenance Exper		194,287.91	16,190.66
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Taxes and Insurance			
6710-000	Real Estate Taxes	6,802.00	566.83
6711-000	Payroll Taxes	13,208.00	1,100.67
6720-000	Property Insurance	69,469.73	5,789.14

6721-000	Fidelity Bond	163.00	13.58
6722-000	Workers Comp.	8,545.00	712.08
6723-000	Health Ins. / EE Benefits	30,638.29	2,553.19
6723-010	401K Matching/EE Benefit	3,014.00	251.17
6790-000	Misc.Licenses/Permits	0.00	0.00

Total Taxes and Insurance		131,840.02	10,986.67
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Service Expense

6885-000	Resident-Credit Reporting	577.00	48.08
6980-000	Services - Classes	2,000.00	166.67
6980-010	Services - Res Functions	2,000.00	166.67

Total Service Expense		4,577.00	381.42
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Corporate Expenses

7115-000	Incentive Mgmt Fee	1.00	0.08
7131-000	FTB Tax & Fee	804.00	67.00
7141-000	Services - Owner Fee ATL	70,377.93	5,864.83

Total Corporate Expenses		71,182.93	5,931.91
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Total Reserve Expenditures		0.00	0.00
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TOTAL OPERATING EXPENSES		770,548.54	64,212.38
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OPERATING INCOME (LOSS)		165,316.09	13,826.34
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OTHER CASH REQUIREMENTS

Reserve Funding	31,929.96	2,660.83
Mortgage Principal	0.00	0.00
Fixed Asset Purchases	106,000.00	8,833.33
Add back for Reserve Eligible f	-106,000.00	-8,833.33

Other Cash Requirements:

Entry 1	0.00	0.00
Entry 2	0.00	0.00
Entry 3	0.00	0.00

Total Other Cash (Available) Requireme	31,929.96	2,660.83
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TOTAL CASH FLOW	133,386.13	11,165.51
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**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for The Breakers at Bayport, L.P. (Breakers at
Bayport) for the Fiscal Year and Calendar Year 2026.**

The Breaker at Baypoint

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
PROJECT REVENUE			
Gross Income Potential			
5120-000	Rent - Tenant	720,672.00	60,056.00
5122-000	Subsidy - PHA PBV	449,544.00	37,462.00
5122-020	Subsidy - Tenant Based	174,372.00	14,531.00
Total Gross Income Potential		1,344,588.00	112,049.00
Vacancies and Concessions			
5220-000	Vacancy - Residential	20,301.00	1,691.75
5220-020	Vacancy - Subsidy Reimbrs	-2,225.24	-185.44
Total Vacancies and Concessions		18,075.76	1,506.31
Financial Revenue			
5410-000	Int - Operations	0.00	0.00
5435-000	Int - Operating Reserves	0.00	0.00
5440-000	Int - Replacemnt Reserves	0.00	0.00
Total Financial Revenue		0.00	0.00
Other Income			
5910-000	Laundry Revenue	32.00	2.67
5925-000	Key Charge	5.00	0.42
5990-000	Miscellaneous Revenue	0.00	0.00
Total Other Income		37.00	3.08
TOTAL REVENUE		1,326,549.24	110,545.77

PROJECT EXPENSES

Marketing Expenses

The Breaker at Baypoint

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
6250-000	Marketing & Leasing	2,707.00	225.58
Total Marketing Expenses		2,707.00	225.58

Administrative Expenses

6311-000	Office Expenses	9,734.53	811.21
6319-000	Payroll Processing Fee	3,560.00	296.67
6320-000	Management Fees	48,048.00	4,004.00
6330-000	Payroll - Manager	67,731.28	5,644.27
6331-000	Administrator's Unit	44,688.00	3,724.00
6340-000	Legal/Mediation Expenses	8,827.00	735.58
6350-000	CPA/Audit Services	19,044.70	1,587.06
6351-000	Bookkeeping Services	8,778.00	731.50
6360-000	Phone, Internet, Cable TV	20,000.00	1,666.67
6360-030	Answering Service	1,659.33	138.28
6370-000	Collection Loss	3,603.00	300.25
6370-010	Collection Loss -Estimate	0.00	0.00
6370-020	CL - Rent Forgiveness	0.00	0.00
6370-030	CL - Rent Forgive Contra	0.00	0.00
6370-040	CL - PY Recovery	0.00	0.00
6385-000	Mileage/Travel	701.00	58.42
6390-000	Misc. Admin. Expenses	674.00	56.17
6392-000	Seminars / Training	686.00	57.17
6396-000	Computer Charges	3,236.00	269.67

Total Administrative Expenses		240,970.84	20,080.90
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Utilities

6450-000	Electricity	11,495.52	957.96
6451-000	Water	60,344.96	5,028.75
6452-000	Gas	1,582.20	131.85
6453-000	Sewer	36,000.00	3,000.00

The Breaker at Baypoint

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
Total Utilities		109,422.68	9,118.56

Operating and Maintenance Expenses

6510-000	Payroll - Maintenance	62,908.64	5,242.39
6510-010	Payroll - MaintSupervisor	3,642.00	303.50
6515-000	Janitorial Supplies	2,139.31	178.28
6517-000	Janitorial Contract	1,285.44	107.12
6519-000	Pest Control	4,124.12	343.68
6525-000	Garbage Removal	53,666.09	4,472.17
6533-000	Fire Protection Expenses	8,875.51	739.63
6537-000	Landscape Contracts	29,611.64	2,467.64
6541-000	Repairs Materials/Supp	27,437.14	2,286.43
6542-000	Repair & Maint Contracts	21,756.00	1,813.00
6543-000	Plumbing Maintenance	1,150.00	95.83
6546-000	HVAC Maintenance	1,797.00	149.75
6552-000	Furniture & Appliances	5,000.00	416.67
6559-000	Flooring Expense	15,757.00	1,313.08
6562-000	Roof Maintenance	0.00	0.00
6567-000	Mold	3,000.00	250.00
6590-000	Miscellaneous Maintenance	0.00	0.00

Total Operating and Maintenance Expenses		242,149.89	20,179.16
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Taxes and Insurance

6710-000	Real Estate Taxes	11,018.04	918.17
6711-000	Payroll Taxes	11,114.00	926.17
6720-000	Property Insurance	92,545.95	7,712.16
6721-000	Fidelity Bond	207.00	17.25
6722-000	Workers Comp.	7,988.00	665.67
6723-000	Health Ins. / EE Benefits	25,613.04	2,134.42
6723-010	401K Matching/EE Benefit	2,612.80	217.73

The Breaker at Baypoint

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
6790-000	Misc.Licenses/Permits	1,485.00	123.75
Total Taxes and Insurance		152,583.83	12,715.32
Non Deferred Financial Expense			
6820-000	Interest - 1st Mortgage	64,117.00	5,343.08
6820-012	Interest - HCD/MHP	12,237.00	1,019.75
6826-000	Ground Lease	2.00	0.17
6870-000	HOA Fees & Assessments	0.00	0.00
Total Non Deferred Financial Expense		76,356.00	6,363.00
Service Expense			
6885-000	Resident-Credit Reporting	563.00	46.92
6940-000	Services - Coordinator	0.00	0.00
6981-010	Services - Owner Expense	0.00	0.00
Total Service Expense		563.00	46.92
Corporate Expenses			
7115-000	Incentive Mgmt Fee	0.00	0.00
7131-000	FTB Tax & Fee	804.00	67.00
7139-000	Asset Mgmt Fee - Ownr BTL	0.00	0.00
7141-000	Services - Owner Fee ATL	10,000.00	833.33
Total Corporate Expenses		10,804.00	900.33
Reserve Expenditures			
7220-000	Appliance Replacements	0.00	0.00
7251-010	Cap Impr Needs Assessmt	5,100.00	425.00
Total Reserve Expenditures		5,100.00	425.00
TOTAL OPERATING EXPENSES		840,657.24	70,054.77

The Breaker at Baypoint

Annual Operating Budget for the Year Ending December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
OPERATING INCOME (LOSS)		485,892.00	40,491.00
OTHER CASH REQUIREMENTS			
	Reserve Funding	31,200.00	2,600.00
	Mortgage Principal	62,460.00	5,205.00
	Fixed Asset Purchases	7,800.00	650.00
	Add back for Reserve Eligible Purchases	-7,800.00	-650.00
	<i>Other Cash Requirements:</i>		
	Entry 1	0.00	0.00
	Entry 2	0.00	0.00
	Entry 3	0.00	0.00
Total Other Cash (Available) Requirements		93,660.00	7,805.00
TOTAL CASH FLOW		392,232.00	32,686.00

The Breaker at Baypoint

Annual Operating Budget for the Year Ending
December 31, 2026

Status: Proposed

Proposed

Prepared: September 24, 2025

Acct#	Account Name	2026 Budget Annual	2026 Budget Monthly
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**Low- Income Housing Tax Credit (LIHTC) Annual Operating
Budget for Jack Capon Villa, L.P. (Jack Capon Villa) for the
Fiscal Year and Calendar Year 2026.**

0	0	-		0
6400-0000	UTILITIES EXPENSE			0
6450-0000	Electricity	7,870	estimate based on PY actuals + 8%	
6451-0000	Water	15,074	estimate based on PY actuals + 8.5%	
6452-0000	Gas	3,207	estimate based on PY actuals + 12%	
6453-0000	Sewer	6,921	estimate based on PY actuals + 8.5%	
6499-9999	TOTAL UTILITIES EXPENSE	33,072		0
0	0	-		0
6500-0000	OPERATING EXPENSES			0
6502-0000	Commercial Expenses	-	for VP, ESAH, Alcatraz, Savoy - multiply rev in 5113 x 5%	
6510-0000	Custodian Payroll	-	flows from <Payroll> tab	
6510-0001	Vacation Accrual-Custodian	-	linked to prior year audit	
6511-0000	Custodian-3rd Party	25,000	IREF!	
6512-0000	Custodian-Temp	-		0
6515-0000	Custodian Supplies	-		0
6520-0000	Maintenance Payroll	8,981	flows from <Payroll> tab	
6520-0001	Vacation Accrual-Maint	-	linked to prior year audit	
6521-0000	Maintenance-3rd Party	10,000	\$500 puppy, adjust as needed based on PY and property needs. Extinguishers, parking gate, backflow, windows, etc	
6522-0000	Maintenance-Temp	-	Cost was due to vacant maintenance position that is now filled	
6523-0000	Maintenance Supplies	7,250	\$376 puppy, adjust as needed based on PY and property needs.	
6524-0000	Operations Rent Free Unit	-		0
6525-0000	Garbage Removal	11,740	estimate based on PY actuals + 9%	
6530-0000	Security-3rd Party	16,000	Surveillance camera installation and maintenance.	
6531-0000	Tools & Equipment	-		0
6546-0000	Heating/Cooling Repairs & Maintenance	16,500	Budget remains the same due to limited issues.	
6547-0000	Elevator Maintenance-3rd Party	10,825	\$4,650/yr maintenance contract + \$1,050/yr fire testing fee + \$125/yr logistic fee +\$5k for unexpected repairs.	
6548-0000	Parking Lift Maintenance-3rd Party	-		0
6550-0000	Appliance Replacement	3,200	estimate based on PY actuals, and refer to PNA tab if available	
6551-0000	Cabinet/Counter Replacement	5,000	estimate based on PY actuals, and refer to PNA tab if available	
6552-0000	Flooring Replacement	6,000	estimate based on PY actuals, and refer to PNA tab if available	
6553-0000	Window Covering Replacement	30,000	Window treatment for 7 units and office.	
6554-0000	Carpet Cleaning	2,000	Cleaning for carpet in office and 3rd floor.	
6555-0000	Drapery Cleaning	-		0
6556-0000	Window Cleaning	2,245	Cleaning of exterior windows.	
6557-0000	Pest Control	3,800	IREF!	
6558-0000	Landscape Maintenance	8,300	IREF!	
6559-0000	Paving	-		0
6561-0000	Security & Alarm Systems	9,930	monitoring fire alarm and annual inspector for sprinkler, burglar alarm and additional repairs. Include 5-year sprinkler inspection, if necessary.	
6562-0000	Phone System Maint	-		0
6564-0000	Plumbing	15,025	Based on spenditure of \$5,600 to date.	
6565-0000	Pool Maintenance-3rd Party	-		0
6569-0000	Other Expense-3rd Party	-		0
6571-0000	Vehicle Expense	50	estimate based on PY actuals	
6572-0000	Maint Equip Rental	-		0
6573-0000	Fuel for Vehicles	-	for Maint vehicles only	
6580-0000	Relocation Costs	2,000	Based on current spenditure.	
6591-0000	Uniforms	-	estimate based on PY actuals	
6593-0000	Other Vehicle Exp	-		0
6595-0000	Special Project Expense	-		0
6597-0000	Insurance Claims	-		0
6598-0000	Misc Operating & Maintenance Expenses	100		0
6599-9999	TOTAL OPERATING EXPENSES	194,046		0
0	0	-		0
6700-0000	TAXES & INSURANCE			0
6710-0000	Real Estate Taxes	-		0
6711-0000	Payroll Taxes	1,746	flows from <Payroll> tab	
6717-0000	State Franchise Tax Board	800	Same as last year	
6720-0000	Insurance-Property & Liability	13,825	Prior rate * -25%	
6721-0000	Insurance-General Liability	5,179	Prior rate * 30%	
6722-0000	Insurance-Earthquake	-	Prior rate * 10%	
6725-0000	Insurance-Excess Liability	9,211	Prior rate * 30%	
6726-0000	Insurance-Management Liability	730	Prior rate * 0%	
6727-0000	Insurance-Commercial Auto	61	Prior rate * 6%	
6728-0000	Insurance-Ancillary Lines	170	Prior rate * 5%	
6729-0000	Insurance-Terrorism	-	Prior rate * 5%	
6730-0000	Insurance-Worker's Comp	895	flows from <Payroll> tab	
6749-0000	Health Ins & Employee Benefits	6,412	flows from <Payroll> tab	
6750-0000	401k ER Contribution	808	flows from <Payroll> tab	
6760-0000	Unemployment Claims	-	NOT A BUDGET ITEM	
6790-0000	Misc. Taxes & Insurance	-		0
6799-9999	TOTAL TAXES & INSURANCE	39,835		0
0	0	-		0
6800-0000	FINANCIAL EXPENSES			0
6820-0000	Lease Payments	10,429		0
6825-0000	Bond Issuance and Monitoring Fee	-		0
6830-0000	Interest-Mortgage	-	Per amort schedule	
6830-0001	Interest-Mortgage (1)	-	Per amort schedule	
6830-0002	Interest-Mortgage (2)	-	Per amort schedule	
6830-0003	Interest-Mortgage (3)	-	Per amort schedule	
6830-0004	Interest-Mortgage (4)	-	Per amort schedule	
6836-0000	Interest-Deferred Loans	48,000	Per amort schedule	
6839-0000	Misc. - Financial Expense	-		0
6845-0000	Interest-Security Deposit	-	Same as last year	
6850-0000	Mortgage Ins Premium	-		0
6855-0000	Loan Fees	-		0
6856-0000	Bank Admin Fee	-		0
6890-0000	Bank Charges and Late Fees	1,200		0
6899-9999	TOTAL FINANCIAL EXPENSES	59,629		0
0	0	-		0
6900-0000	SERVICE COORD EXPENSE			0
6901-0000	Service Coord Salary	-		0
6901-0001	Vacation Accrual-Serv Coord	-	linked to prior year audit	
6903-0000	Payroll Tax-Serv Coord	-		0
6904-0000	Workers Comp-Serv Coord	-		0
6905-0000	Health Ins & Benefits-Serv Coord	-		0
6906-0000	401k ER Contr-Serv Coord	-		0
6907-0000	Office Supplies-Serv Coord	-		0
6908-0000	Telephone-Serv Coord	-		0
6909-0000	Memberships-Serv Coord	-		0
6910-0000	Travel & Mileage-Serv Coord	-		0
6911-0000	Other Expenses-Serv Coord	-		0
6912-0000	Grant Ineligible Exp-Serv Coord	-		0
6913-0000	Training-Serv Coord	-		0
6914-0000	DO NOT USE-Translation-Serv Coord	-	NOT A BUDGET ITEM - use 6234-0000	
6915-0000	Software-Serv Coord	-		0
6916-0000	Temp Help-Serv Coord	-		0
6917-0000	Consultant-Resident Services	68,821		0
6919-9999	TOTAL SERVICE COORD EXPENSE	68,821		0
0	0	-		0
6920-0000	TRANSPORTATION EXPENSE			0
6922-0000	Driver Payroll-Transp	-		0
6922-0001	Vacation Accrual-Transp	-	linked to prior year audit	
6923-0000	Payroll Tax-Transp	-		0
6924-0000	Workers Comp-Transp	-		0
6925-0000	Health Ins & Benefits-Transp	-		0
6926-0000	401k ER Contr-Transp	-		0
6927-0000	Office Supplies-Transp	-		0
6928-0000	Telephone-Transp	-		0
6929-0000	Fuel-Transp	-		0
6930-0000	Vehicle Maint-Transp	-		0
6931-0000	Uniforms-Transp	-		0
6932-0000	Other Vehicle Exp-Transp	-		0
6933-0000	Other Admin Exp-Transp	-		0
6934-0000	Equip Rental-Transp	-		0
6935-0000	Temp Help-Transp	-		0
6939-9999	TOTAL TRANSPORTATION EXPENSE	-		0
0	0	-		0



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Louie So, Chief Financial Officer

Date: November 19, 2025

Re: Accept the 2024 Island City Development Audited Financial Statements,
Tax Return Filings and the Annual Report from the President

BACKGROUND

The public accounting firm Holthouse Carlin and Van Tright has been engaged to complete the 2024 Audited Financial Statements and Tax Returns for Island City Development. The audited financial statement reports includes information of the low-income housing tax credit partnerships (Everett Commons, Littlejohn Commons, Rosefield Village, Stargell Commons and Shinsei Apartments), limited liability companies, and redevelopment costs incurred by Island City Development.

DISCUSSION

The financial statements presents an unqualified audit opinion which means that the audited financial statements are free of material misstatements. The auditor's final audit comment letter to the Board of Directors are also attached (AU-260 Auditors Communication with those charged with governance) and showcases no difficulties during the audit process. The informational tax returns for Island City Development must be filed by the extended deadline of November 2025 to the Internal Revenue Service and State of California.

These financial statements and tax return filings satisfy Island City Development's annual requirement of the bylaws, which requires reporting of assets and liabilities of the Corporation, principal changes in assets and liabilities, revenue or receipts of the Corporation, expenses or disbursement of the Corporation for both general and restricted purposes, and related party transactions.

The tax filings include a statement that the Articles of Incorporation were amended in 2024 to expand the types of activities and groups that may be served.

The finalized audited financial statements and tax returns will also be posted on the www.islandcitydevelopment.org website after the Board's acceptance.

FISCAL IMPACT

For reporting purposes only.

CEQA



RECOMMENDATION

Accept the 2024 Island City Development Audited Financial Statements, Tax Return Filings and the Annual Report from the President

ATTACHMENTS

1. 01 Island City Development and Subsidiaries-2024 FS (FINAL)
2. 02 Island City Development and Subsidiaries-2024 AU-260 Letter (FINAL)
3. 03 2024 ICD TAX RETURNS - BOARD COPY - 11.14.25

Respectfully submitted,
Louie So
Louie So, Chief Financial Officer



**ISLAND CITY DEVELOPMENT
AND SUBSIDIARIES**
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED FINANCIAL STATEMENTS,
SUPPLEMENTARY INFORMATION,
AND
INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2024 AND 2023



ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
DECEMBER 31, 2024 AND 2023
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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Island City Development:

Report on the Consolidated Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Island City Development (a California nonprofit public benefit corporation) and its Subsidiaries (the Company), which comprise the consolidated statements of financial position as of December 31, 2024 and 2023, and the related consolidated statements of activities, functional expenses, change in net assets (deficit), and cash flows, for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of Island City Development and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that,

individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Island City Development's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Island City Development's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audits findings, and certain internal control-related matters that we identified during the audit.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information in Schedules I and II is presented for purposes of additional analysis of the consolidated financial statements rather than to present the financial position, results of operations, and cash flows of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



Westlake Village, California
November 6, 2025

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

DECEMBER 31,	2024	2023
ASSETS		
Property, at cost		
Land improvements	\$ 5,370,720	\$ 5,370,720
Buildings and improvements	66,280,340	68,022,062
Furniture and equipment	2,632,875	2,632,875
Construction-in-progress	57,885,240	7,780,757
Total property	132,169,175	83,806,414
Less: accumulated depreciation	(9,615,199)	(7,178,614)
Net property	122,553,976	76,627,800
Cash and cash equivalents	3,625,145	3,403,084
Investments	35,624	15
Tenant accounts receivable, net	45,203	126,711
Other receivables	44,862	40,014
Due from affiliates	1,875	-
Right-of-use assets - ground leases	19,752,871	15,636,742
Restricted funds:		
Reserves	1,110,272	753,567
Tenant security deposits	123,160	122,210
Other prepaids	356,056	217,214
Deposits	93,084	93,084
Deferred costs - TCAC fees	355,354	114,792
Total assets	\$ 148,097,482	\$ 97,135,233
LIABILITIES AND NET ASSETS (DEFICIT)		
Notes payable, net	\$ 106,987,253	\$ 70,131,336
Accounts payable and accrued expenses	151,477	527,835
Accrued construction and development costs	8,580,919	773,027
Accrued interest payable	4,235,599	3,068,135
Developer fees payable	1,804,465	61,000
Accrued Asset Management Fee payable	-	15,967
Prepaid rents	2,161	7,627
Tenant security deposits	122,454	119,354
Ground lease payable	1,503,969	-
Total liabilities	123,388,297	74,704,281
Commitments and contingencies		
Net assets (deficit)		
Without donor restrictions		
Controlling interests	422,142	(2,231,704)
Noncontrolling interests	24,287,043	24,662,656
Total net assets (deficit)	24,709,185	22,430,952
Total liabilities and net assets (deficit)	\$ 148,097,482	\$ 97,135,233

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED DECEMBER 31,	2024	2023
Revenue:		
Residential rent	\$ 1,498,728	\$ 1,539,739
Tenant subsidies	1,874,152	1,690,153
Grant income	2,757,847	-
Gain on sale of state tax credits	-	2,287,350
Other revenue	159,021	58,845
Total revenue	6,289,748	5,576,087
Expenses:		
Program services-permanent housing operations	6,430,177	8,152,816
Supporting services-management and general	429,750	359,976
Total expenses	6,859,927	8,512,792
Change in net assets	\$ (570,179)	\$ (2,936,705)

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**FOR THE YEAR ENDED DECEMBER 31,****2024**

	<u>Program Services</u>		<u>Supporting Services</u>		
	<u>Permanent Housing Operations</u>		<u>Management and General</u>		<u>Total</u>
Administrative	\$	731,315	\$	-	\$ 731,315
Salaries and wages		402,849		-	402,849
Professional services		41,735		78,134	119,869
Utilities		150,733		-	150,733
Operating and maintenance		569,822		-	569,822
Taxes and insurance		314,734		-	314,734
Depreciation		2,436,587		-	2,436,587
Amortization		8,795		-	8,795
Interest expense		1,565,169		-	1,565,169
Asset Management Fees		-		19,665	19,665
AHA consulting services		-		300,000	300,000
Miscellaneous financial expenses		-		31,951	31,951
Ground lease		208,438		-	208,438
Total functional expenses	\$	6,430,177	\$	429,750	\$ 6,859,927

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

CONSOLIDATED STATEMENTS OF FUNCTIONAL EXPENSES**FOR THE YEAR ENDED DECEMBER 31,****2023**

	<u>Program Services</u>		<u>Supporting Services</u>		
	<u>Permanent Housing Operations</u>		<u>Management and General</u>		<u>Total</u>
Administrative	\$	876,226	\$	-	\$ 876,226
Salaries and wages		234,498		-	234,498
Professional services		-		46,180	46,180
Utilities		139,540		2,000	141,540
Operating and maintenance		411,860		-	411,860
Taxes and insurance		243,215		204	243,419
Depreciation		2,486,066		-	2,486,066
Amortization		8,914		-	8,914
Interest expense		3,515,123		-	3,515,123
Asset Management Fees		-		11,592	11,592
AHA consulting services		-		300,000	300,000
Miscellaneous financial expenses		28,936		-	28,936
Ground lease		208,438		-	208,438
Total functional expenses	\$	8,152,816	\$	359,976	\$ 8,512,792

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED STATEMENTS OF CHANGE IN NET ASSETS (DEFICIT)

		Controlling Interests	Noncontrolling Interests	Total
Balance, December 31, 2022	\$	(4,326,075)	\$ 11,637,808	\$ 7,311,733
Contributions		-	18,055,924	18,055,924
Change in net assets		2,094,372	(5,031,077)	(2,936,705)
Balance, December 31, 2023		(2,231,703)	24,662,655	22,430,952
Contributions		-	3,034,533	3,034,533
Syndication costs		-	(186,121)	(186,121)
Change in net assets		2,653,845	(3,224,024)	(570,179)
Balance, December 31, 2024	\$	422,142	\$ 24,287,043	\$ 24,709,185

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECMEBER 31,	2024	2023
Cash flow from operating activities:		
Change in net assets	\$ (570,179)	\$ (2,936,705)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	2,436,587	2,486,066
Grant proceeds used to construct property	(2,757,847)	-
Amortization of deferred costs	8,795	8,914
Amortization of debt discount and issuance costs	44,280	197,721
Amortization of right-of-use assets	208,439	208,439
Allowance for doubtful accounts	149,283	229,003
Changes in operating assets and liabilities:		
Tenant accounts receivable	(67,775)	(291,907)
Other receivables	(4,788)	(30,658)
Other prepaids	137,751	(215,382)
Accounts payable and accrued expenses	(376,358)	313,484
Accrued interest payable	780,450	736,185
Accrued Asset Management Fee payable	(15,967)	11,592
Due from affiliates	(1,875)	-
Prepaid rents	(5,466)	(10,909)
Tenant security deposits - liability	3,100	(8,750)
Net cash provided by (used in) operating activities	(31,570)	697,093
Cash flows from investing activities:		
Expenditures for property	(38,514,722)	(1,663,319)
Expenditures for right of use assets - ground leases	(2,878,226)	-
Cash used in investing activities	(41,392,948)	(1,663,319)
Cash flows from financing activities:		
Proceeds from notes payable	40,207,415	20,962,292
Repayments on notes payable	(2,608,110)	(38,751,253)
Expenditures for debt discount and issuance costs	(951,973)	(114,660)
Expenditures for deferred costs - TCAC fees	(249,357)	-
Lender deposit	-	277,160
Contributions	3,034,533	18,055,924
Syndication costs	(186,121)	-
Grant proceeds used to construct property	2,757,847	-
Net cash provided by financing activities	42,004,234	429,463
Net change in cash, cash equivalents, and restricted cash	579,716	(536,763)
Cash, cash equivalents, and restricted cash, at beginning of year	4,278,861	4,815,624
Cash, cash equivalents, and restricted cash, at end of year	\$ 4,858,577	\$ 4,278,861

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECMEBER 31, **2024** **2023**

Supplemental disclosure of cash activities:

Cash paid for interest, net of capitalized interest of \$317,733 and \$0, respectively	\$	740,439	\$	2,581,217
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Supplemental disclosure of non-cash investing activities:

Recognition of right-of-use assets	\$	(1,503,969)	\$	-
Recognition of lease liability		1,503,969		-
Amortization of right-of-use assets		57,627		-
Total non-cash investing activities, net	\$	57,627	\$	-

Cash, cash equivalents, and restricted cash is as follows:

Cash and cash equivalents	\$	3,625,145	\$	3,403,084
Reserves		1,110,272		753,567
Tenant security deposits		123,160		122,210
	\$	4,858,577	\$	4,278,861

See notes to consolidated financial statements.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization Island City Development is a California nonprofit public benefit corporation (the Company or ICD) and is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code. The Company was formed in 2014 primarily to engage in acquiring, developing, rehabilitating, owning, and managing affordable housing (the Project(s)) for low and moderate-income individuals and families in the City of Alameda, California. In connection with the development of the Projects, the Company, or its affiliates, intend to enter into regulatory agreements with the California Tax Credit Allocation Committee (TCAC), which govern the ownership, occupancy, management, maintenance and operations of the Projects.

The Company is a discrete component unit of the City of Alameda Housing Authority (AHA), and its Board of Directors is made up of three directors, appointed by the AHA Executive Director. In addition, the Company is dependent on AHA's financial and personnel assistance.

As of December 31, 2024 and 2023, the Company's consolidated financial statements include California limited partnerships and single member California limited liability companies (LLC), (the Partnership(s) or the Subsidiary(ies)) organized primarily to acquire, develop/rehabilitate, and manage multi-family affordable housing projects. As of December 31, 2024, the Company, through its Subsidiaries, owns the following Projects:

Partnership Name	Project Name	City, State	Units
Sherman and Buena Vista LP	Littlejohn Commons	Alameda, California	31
Everett and Eagle L.P.	Everett Commons	Alameda, California	20
Constitution and Eagle, L.P.	Rosefield Village	Alameda, California	92
Mabuhay and Lakehurst LP *	Linnet Corner	Alameda California	64
Lakehurst and Mosley LP *	Estuary I	Alameda California	45

* Project is under construction as of December 31, 2024.

Allocation of profit and losses of the Partnerships that own the above Projects are allocated as follows:

Company	0.01%
Limited Partner (noncontrolling)	99.99%

In addition, the Company has established the following wholly owned Subsidiaries:

Del Monte Senior LLC	ICD Mosley LLC
2437 Eagle Avenue LLC	ICD Mabuhay LLC
Rosefield LLC	ICD Shinsei LLC
ICD Lakehurst LLC	Mosley and Mabuhay LP
ICD Webster, LLC**	

** Entity was dissolved as of December 31, 2024.

Principles of Consolidation and Accounting for Investments in a Limited Partnership

Accounting principles generally accepted in the United States of America (U.S. GAAP) establishes the presumption that the general partner in a limited partnership controls that limited partnership (or similar entity) regardless of ownership percentage. The presumption of control by the general partner is overcome when the limited partners have either: (a) the substantive ability to dissolve or liquidate the limited partnership, or otherwise remove the general partner without cause, or (b) substantive

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

participation rights. If the presumption of control cannot be overcome, then the general partner is required to consolidate the limited partnership. For the years ended December 31, 2024 and 2023, ICD or its wholly owned Subsidiaries, as the controlling general partner, conformed their accounting to this presumption and determined the presumption of control for the limited partnerships had not been overcome.

Due to shared control with other entities, the Company records its investments in limited partnerships for which the Company serves as limited partner under the equity method of accounting. Under the equity method of accounting, the Company records its acquisition of the initial investment at cost and thereafter, records its portion of the entity's income or loss on an annual basis. In the event its investment goes negative, based on management's assessments, the recording of further loss may be suspended until profitability returns.

ICD serves as a limited partner in the following limited partnerships and records its investment under the equity method of accounting:

Project Name	City, State	Acquisition Date	Units
Stargell Commons *	Alameda, California	2015	32
Shinsei Gardens **	Alameda, California	2024	39

*The Project was placed in service in June 2017 and ICD's investment is \$0 as of December 31, 2024 and 2023.

**The Project was placed in service in September 2009 and during 2024, ICD acquired the limited partner interest for \$1. ICD's investment balance as of December 31, 2024 \$0 with a cumulative suspended investment loss of approximately \$217,000.

Basis of Accounting The consolidated financial statements have been prepared on the accrual basis of accounting, in conformity with accounting principles generally accepted in the U.S. GAAP and include the accounts of the Company and all of its wholly owned and controlled affiliates. All significant intercompany balances and transactions have been eliminated in consolidation.

Revenues, expenses, gains, losses and net assets are classified in the consolidated financial statements based on the existence or absence of donor-imposed restrictions. As of December 31, 2024 and 2023, there were no donor-imposed restrictions on net assets. Accordingly, the net assets of the Company without donor restrictions and changes therein are classified and reported as follows:

Controlling interests The only limits on net assets are broad limits resulting from the nature of the Company and the purposes specified in its articles of incorporation or bylaws and, perhaps, limits resulting from contractual agreements.

Noncontrolling interests is the net assets that represent the limited partners' equity interest in the Projects, generally up to 99.99%, that are included in the consolidated financial statements.

Revenue and Grants The Subsidiaries generate rental revenue from their operations. Rental revenue attributable to residential leases is recognized as rents become due. Residential rental payments received in advance are deferred until earned. All leases between Subsidiaries and residential tenants are operating leases. Other residential rental revenue, resulting from revenue earned for late payments, cleaning, damages and laundry facilities, are recorded when earned and

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

are included as a component of other revenue on the accompanying consolidated statements of activities.

Developer fees are recognized during the construction period based on the percentage of construction completion method. The gross profit on developer fees earned from Subsidiaries are eliminated in consolidation.

In accordance with certain partnership agreements, ICD is entitled to receive fees for administrative, partnership management, and asset management services. Revenue is recognized over time as the services are performed. Fees earned from Subsidiaries are eliminated in consolidation.

The Company periodically receives grants from various institutions for the purpose of real estate development. Revenues from such grants are recognized as services are provided or conditions are met (i.e., when eligible costs are incurred or when eligible services have been rendered in compliance with specific contract or grant provisions).

Equity in income or losses from partnerships is allocated in accordance with the provisions of the applicable partnership or operating agreement, which may differ from the ownership interest held by each investor. The Company records income or loss based on the distribution priorities, which may change upon the achievement of certain return thresholds.

Functional Allocation of Expenses The costs of providing the Company's programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of functional expenses. The functional classifications are defined as follows:

Program services are expenses that consist of costs incurred in connection with providing housing services. the Company's major program service is operation of permanent affordable housing.

Supporting services are expenses that consist of costs incurred in connection with the overall activities of the Company, which are not allocable to another functional expense category.

Income Taxes The Company has received a determination letter from the Internal Revenue Service stating that it qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, accordingly, no provision for federal income taxes is recorded in the accompanying consolidated financial statements. In addition, the Company does not have any income, which it believes would subject it to unrelated business income taxes. Accordingly, there is no provision for income taxes in the accompanying consolidated financial statements.

Income taxes on limited partnership and LLC income are included in the tax returns of the partners or members. The federal tax status as a pass-through entity is based on the entity's legal status as a partnership or LLC and is required to file tax returns with the IRS and other taxing authorities.

Accordingly, these consolidated financial statements do not reflect a provision for income taxes. However, the limited partnerships and the LLCs are required to pay an \$800 fee to the California Franchise Tax Board. There are no current tax examinations pending.

Property Tax Exemption The Projects have received an exemption from real property taxes with the local assessor. The Projects are required to apply for the exemption annually. In the event the exemption is not renewed, the Company's cash flow would be adversely impacted.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

Estimates The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the financial reporting period. Management believes actual results will not differ significantly from those estimates.

Cash, Cash Equivalents, and Restricted Cash For purposes of the consolidated statements of cash flows, cash and cash equivalents consist of cash and highly liquid investments with an original maturity of three months or less when purchased. Restricted cash consists of tenant security deposits, replacement and operating reserves held at the Projects.

Investment Pool The Company maintains a portion of its cash in the California Asset Management Program (the CAMP Pool) as part of the common investment pool (\$35,624 and \$15 as of December 31, 2024 and 2023, respectively). The CAMP Pool invests in asset-backed commercial paper, certificates of deposits, commercial paper, corporate notes, government agency and instrumentality obligations and repurchase agreements. The Company accounts for investment in the CAMP Pool as a level 1 investment. The fair value of CAMP Pool is reported in the accompanying consolidated financial statements at amounts based upon the Company's pro-rata share of the fair value provided by the CAMP Pool (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the CAMP Pool, which are recorded on an amortized cost basis. Cash may be added or withdrawn from the investment pool without limitation.

Fair Value Measurements and Disclosures The CAMP Pool reports certain assets and liabilities at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities that we can access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, and fair value is determined using models or other valuation methodologies including:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in markets that are not active;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

Level 3: Unobservable inputs for the asset or liability. In these situations, the Company develops inputs using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset, or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the measurement. Assessing the significance of a particular input to entire measurement requires judgment, considering factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the Company's assessment of the quality, risk, or liquidity profile of the asset or liability.

Property Property is stated at cost. Upon completion, depreciation expense will be provided primarily using the straight-line method over the following estimated useful lives:

Description	Life
Buildings and improvements	40 years
Land improvements	Shorter of estimated useful life or life of lease
Furniture and equipment	5 - 7 years

The Company capitalizes development costs, including interest (\$616,403 and \$0 during 2024 and 2023, respectively) and insurance until the Project is placed in service. Thereafter, the Company capitalizes expenditures or betterments that materially increase asset lives, charging to depreciation expense the estimated net book value of the improvement cost being replaced, and charges ordinary repairs and maintenance to operations as incurred. When assets are sold or otherwise disposed of, the costs and related reserves are removed from the accounts, and any resulting gain or loss is included in operations.

The Company reviews its property for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. When evaluating recoverability, management considers future undiscounted cash flows estimated to be generated by the property including the low-income housing tax credits and any estimated proceeds from the eventual disposition. In the event these accumulated cash flows are less than the carrying amount of the property, the Company recognizes an impairment loss equal to the excess of the carrying amount over the estimated fair value of the property. No impairment losses were recognized during the years ended December 31, 2024 and 2023.

Construction Contracts As of December 31, 2024, the Company has entered into multiple fixed price construction contracts for approximately \$54,459,000. As of December 31, 2024, approximately \$43,378,000 has been incurred, of which \$7,660,000 remains unpaid and is included in accrued construction costs in the accompanying consolidated statements of financial position. AHA has also entered into a construction contract for offsite and soil improvements for North Housing Block A in which the contract costs are allocated to the Projects known as Estuary I, Estuary II, and Linnet Corner.

Tenant Accounts Receivable The Company reviews tenant accounts receivable for collectability, and if it is determined that collection is not probable, an allowance for doubtful accounts is provided. As of December 31, 2024 and 2023, the Projects' allowance for doubtful accounts was \$409,342 and \$260,059, respectively.

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DECEMBER 31, 2024 AND 2023

Concentration of Credit and Business Risk The Company's cash, cash equivalents, and restricted cash are maintained in more than one financial institution. The Partnership maintains the majority of their cash, cash equivalents, and restricted cash at major financial institutions in the United States, and deposits with these financial institutions may exceed the amount of insurance provided on such deposits; however, the Company regularly monitors the financial stability of these financial institutions and believe the Company is not currently exposed to any significant default risk with respect to their deposits.

The Company, either as a direct owner, advisor, or general partner, has an economic interest in the Projects that are subject to business risks associated with the economy and level of unemployment in California, which affects occupancy as well as the tenants' ability to make rental payments. In addition, these Projects operate in a heavily regulated environment and the operations of these Projects will be subject to the administrative directives, rules, and regulations of federal, state and local regulatory agencies, including, but not limited to, the U.S. Department of Housing and Urban Development (HUD). Such administrative directives, rules and regulations are subject to change by an act of Congress, or an administrative change mandated by HUD and may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change.

ICD receives a significant amount of revenue from government grants related to affordable housing Projects. The operations of properties receiving grant funding are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. These sources of funds are dependent upon the availability of funds from federal and state programs, as well as the continued success of affordable housing Projects.

Debt Discount and Issuance Costs Debt discount and issuance costs of \$1,936,365 and \$1,192,976, net of accumulated amortization as of December 31, 2024 and 2023, respectively, are reported as a direct reduction of the obligation to which such costs relate. While the Projects are under development, the amortization of the debt discount and issuance costs are capitalized. Thereafter, the amortization is reported as a component of interest expense using a method that approximates the effective interest method.

Reclassifications Certain prior year consolidated amounts were reclassified to conform to the current year consolidated financial statement presentation.

2. RIGHT-OF-USE ASSETS

Littlejohn Commons entered into a ground lease agreement with AHA commencing December 2016 for a period of 99 years ending December 31, 2115. In accordance with the ground lease agreement, \$3,410,000 was originally recorded as a prepaid ground lease which is evidenced by a note secured by a leasehold deed of trust, see Note 7. The prepaid ground lease is reflected as an right-of-use (ROU) asset and will be amortized over the remaining lease term of the agreement. During the term of the ground lease, the Subsidiary will annually amortize the ROU asset by \$34,444. As of December 31, 2024 and 2023, the unamortized ROU asset was \$3,134,446 and \$3,168,890, respectively.

Everett Commons entered into a ground lease agreement with AHA commencing June 2017 for a period of 99 years ending June 1, 2116. The prepaid ground lease is reflected as an ROU asset and will be amortized over the remaining lease term of the agreement. Beginning January 1, 2022, in accordance with ASC 842 (Note 1), the prepaid ground lease and related deferred costs – ground lease

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

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are reflected as a ROU asset in the accompanying consolidated statements of financial position and will be amortized over the remaining lease term of the Agreement. During the term of the ground lease, the Subsidiary will annually amortize the ROU asset by \$160 annually. As of December 31, 2024 and 2023, the unamortized ROU asset was \$14,873 and \$15,033, respectively.

Rosefield Village entered into a ground lease agreement with AHA commencing August 2020 for a period of 75 years ending December 31, 2095. In accordance with the ground lease agreement, \$13,110,000 was recorded as a prepaid ground lease financed by a seller takeback loan, see Note 7. Beginning January 1, 2022, in accordance with ASC 842 (Note 1), the prepaid ground lease and related deferred costs – ground lease are reflected as a ROU asset in the accompanying consolidated statements of financial position and will be amortized over the remaining lease term of the Agreement. During the term of the ground lease, the Subsidiary will annually amortize the ROU asset by \$173,834. As of December 31, 2024 and 2023, the unamortized ROU asset was \$12,278,984 and \$12,452,819, respectively.

Linnet Corner entered into a ground lease agreement with AHA commencing March 1, 2024 for a period of 99 years ending December 31, 2123, for an annual rent equal to \$65,450 commencing on May 1, 2025. Any unpaid rent shall accrue and bear interest at 4.40%, compounded annually, until paid. Any unpaid rent shall be due from the Partnership upon termination of the lease. As of December 31, 2024, ground lease expense of \$57,627 was capitalized to construction-in-progress. As of December 31, 2024, ground lease payable was \$1,503,969. As of December 31, 2024, the unamortized ROU asset was \$1,870,695.

Estuary I entered into a ground lease agreement with AHA commencing January 2024 for a period of 99 years ending December 31, 2123 for a single rent payment of \$2,061,601. The lease is a finance lease and the term of the lease commenced on January 1, 2024. In addition to the single rent payment of \$2,061,601, the Partnership incurred \$392,272 of acquisition costs associated with the ground lease. As of December 31, 2024, ROU asset was \$2,453,873.

3. RESERVES

Restricted cash accounts (Reserves) are restricted for use by various agreements including partnership, loan, and regulatory agreements. The Reserves as of December 31, 2024 and 2023 are as follows:

	2024	2023
Reserves	\$ 1,110,272	\$ 753,567

4. PREACQUISITION COSTS

The Company capitalizes preacquisition costs until management determines the proposed development is not feasible, which is included in construction-in-progress in the accompanying consolidated financial statements. The Company's preacquisition costs do not include AHA's incremental indirect Project costs clearly associated with the acquisition, development and construction of the proposed Project. In general, once a Project is approved, the preacquisition costs are reclassified to construction-in-progress to be reimbursed by a newly formed consolidated entity using third party loans and capital contributions.

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DECEMBER 31, 2024 AND 2023

5. DEFERRED COSTS – TCAC FEES

Deferred costs consist of fees paid to TCAC that will be amortized over a 15-year period, beginning in the year the applicable Project is placed in service. As of December 31, 2024 and 2023, unamortized TCAC costs were \$355,354 and \$114,792, respectively.

6. DEPOSITS

Deposits consist of funds that the Company sent to various regulatory agencies on behalf of real estate Projects under development. These funds are anticipated to be refunded as the Projects under development achieve certain milestones. As of December 31, 2024 and 2023, deposits were \$93,084 and \$93,084, respectively.

7. NOTES PAYABLE

	2024	2023
A summary of ICD's financing arrangements as of December 31, 2024 and 2023 is as follows:		
AHA North Housing loan Note payable to AHA for the purpose of funding development efforts of a Project known as North Housing with maximum borrowings in the amount of \$7,500,000, with simple interest accruing at a rate of 3.00% commencing January 1, 2025. All unpaid principal and interest are due January 1, 2080.		
	\$ 5,250,000	\$ 7,500,000
Total ICD notes payable	5,250,000	7,500,000

A summary of the Littlejohn Commons financing arrangements as of December 31, 2024 and 2023 is as follows:

Note payable to California Community Reinvestment Corporation (CCRC) secured by a leasehold deed of trust with absolute assignment of leases and rents, security agreement and fixture filing. The CCRC note accrues an interest rate of 5.39% and requires monthly payments of principal and interest of \$19,709. All unpaid principal and interest are due March 1, 2034.	1,719,707	1,859,407
Note payable to the City of Alameda, secured by a subordinate deed of trust, borrowings up to \$195,740, simple interest at 3.00% per annum, payable from Residual Receipts, as defined, and unpaid principal and interest are due on April 1, 2073.	174,589	174,589
Note payable to AHA, in the original amount of \$3,600,000, secured by a leasehold deed of trust, assignment of rents, and security agreement, interest at 2.26%, compounded annually; principal and interest payable annually from Residual Receipts and all unpaid principal and interest are due December 31, 2073.	3,520,516	3,520,516

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
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DECEMBER 31, 2024 AND 2023

	2024	2023
Note payable to AHA, in the original amount of \$3,410,000, secured by a leasehold deed of trust, assignment of rents, and security agreement, interest at 2.26%, compounded annually; principal and interest payable annually from Residual Receipts; and all unpaid principal and interest are due December 31, 2073.	3,410,000	3,410,000
Total Littlejohn Commons notes payable	8,824,812	8,964,512

A summary of the Rosefield Village financing arrangements as of December 31, 2024 and 2023 is as follows:

Note payable in the amount of \$16,576,088 dated August 1, 2020, payable to AHA, and secured by a deed of trust. The loan bears interest at a rate of 1.12%, compounded annually. Principal and interest payments are made on May 1 from Residual Receipts, all unpaid principal and interest are due December 31, 2077.	16,576,088	16,576,088
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Note payable in the amount of \$516,683 dated March 24, 2021, and payable to the City of Alameda and secured by a subordinate deed of trust. The loan bears simple interest at a rate of 3.00% per annum. Principal and interest payments are made on May 1 from Residual Receipts and all unpaid principal and interest are due August 5, 2075.	516,683	516,683
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Note payable to Bank of America N.A. with maximum borrowings of \$40,322,758 (the Construction Loan), secured by a deed of trust with interest accruing at 2.20%, payable monthly during construction. The Construction Loan was extended to October 10, 2023. In conjunction with the extension, the Partnership paid loan extension fees of \$100,807, which are included in interest expense in the accompanying statements of operations. The Construction Loan was repaid on August 31, 2023 with proceeds from limited partner capital contributions and permanent loans.	-	-
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Note payable to Greystone Servicing Company LLC with maximum borrowings of \$13,858,000, secured by a deed of trust, accrues interest at 3.44% and requires monthly payments of \$51,113. The Greystone Loan is due on September 1, 2040.	12,245,350	12,426,982
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Note payable in the amount of \$8,093,414 dated August 1, 2020, and payable to the County of Alameda and secured by a deed of trust, and accrues simple interest at 3.00%. Principal and interest payments are made on May 1 from Residual Receipts and all unpaid principal and interest are due on August 1, 2075.	8,093,414	8,093,414
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Note payable to AHA, secured by a subordinate deed of trust, bears no interest, payable from Residual Receipts. Unpaid principal is due on December 31, 2077.	8,018,052	8,018,052
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ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

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	2024	2023
Note payable in the amount of \$633,912 dated August 1, 2020, and payable to the City of Alameda, secured by a subordinate deed of trust, and accrues simple interest at 2.33%, principal and interest payments are made on May 1 from Residual Receipts and all unpaid principal and interest are due April 1, 2074	633,912	633,912
Total Rosefield Village notes payable	46,083,499	46,265,131

A summary of the Everett Commons financing arrangements as of December 31, 2024 and 2023 is as follows:

Note payable to JPMorgan Chase Bank, N.A. in the maximum amount of \$3,330,168, secured by a deed of trust, assignment of rents, security agreement and fixture filing, accrues interest at 5.55% and monthly payments of principal and interest of \$17,993. All unpaid principal and interest are due September 21, 2039.

3,154,609	3,191,387
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Note payable to the City of Alameda, secured by a subordinated leasehold deed of trust, assignment of rents, security agreement and fixture filing, borrowings up to \$153,282, accrues simple interest at 3.00%, payable from Residual Receipts and all unpaid principal and interest are due on December 31, 2074.

153,282	153,282
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Note payable to AHA, in the original amount of \$4,250,000, secured by a leasehold deed of trust, assignment of rents, and security agreement and fixture filing, accrues interest at 2.68%, principal and interest payable annually from Residual Receipts; and all unpaid principal and interest are due December 31, 2074.

4,250,000	4,250,000
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Note payable to County of Alameda, in the maximum amount of \$1,000,000, secured by a subordinated leasehold deed of trust, assignment of rents, security agreement and fixture filing, simple interest at 3.00%, payable from Residual Receipts and unpaid principal and interest are due on December 31, 2074.

1,000,000	1,000,000
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Total Everett Commons notes payable

8,557,891	8,594,669
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A summary of the Linnet Corner financing arrangements as of December 31, 2024 and 2023 is as follows:

Note payable to the California Municipal Finance Authority (CFMA) in the principal amount of \$27,184,366, secured by a deed of trust. The loan accrues interest at a rate equal to Daily SOFR plus 2.25% (6.72% as of December 31, 2024). Interest-only payments are due monthly through construction loan maturity on December 1, 2026, at which the loan shall convert to the permanent phase. During the permanent phase, principal and interest payments are due monthly through Term Loan Maturity Date, at which time all outstanding principal and accrued interest shall be due and payable.

15,596,079	-
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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

	2024	2023
Note payable to CMFA in the principal amount of \$4,714,928, secured by deed of trust. The loan accrues interest at a rate equal to Daily SOFR plus 2.25%. Interest-only payments are due monthly through maturity on December 1, 2026, at which all outstanding principal and accrued interest shall be due and payable.	-	-
Note payable to Alameda Affordable Housing Corporation, an affiliate the Company, in the amount of \$3,438,000. The note bears no interest and is secured by a deed of trust. Commencing May 1, 2025, annual principal payments from Residual Receipts, through maturity on June 30, 2081, at which time outstanding principal shall be due and payable.	3,438,000	-
Note payable to AHA in the principal amount of \$945,000. The note bears no interest and is secured by a deed of trust. Annual principal payments are payable from Cash Flow, as defined until maturity on June 20, 2081, at which time the outstanding principal shall be due and payable.	945,000	-
Total Linnet Corner notes payable	19,979,079	-

A summary of the Estuary I financing arrangements as of December 31, 2024 and 2023 is as follows:

Note payable to Bank of America, N.A in the principal amount of \$25,319,089, secured by a deed of trust. The loan accrues interest at a rate equal to Daily SOFR, as defined, plus 2.25% (6.81% as of December 31, 2024). Interest only payments are due monthly through maturity on July 30, 2026, at which time all outstanding principal and accrued interest shall be due and payable.	8,308,249	-
Note payable to AHA in the principal amount of \$2,061,601, accrues interest at 5.03% compounded annually, and is secured by a deed of trust. Commencing May 1, 2025 annual payments of principal and interest equal from Residual Receipts, through maturity on June 30, 2081, at which time all outstanding principal and accrued interest shall be due and payable.	2,061,601	-
Note payable to AHA in the principal amount of \$3,000,000, accrues simple interest at 3.00% and is secured by a deed of trust. Commencing May 1, 2025, annual payments of principal and interest from Residual Receipts, through maturity on June 30, 2081, at which time all outstanding principal and accrued interest shall be due and payable.	3,000,000	-

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

	2024	2023
Note payable to Alameda Affordable Housing Corporation, an affiliate of the Company, in the principal amount of \$5,000,000, accrues simple interest at 3.00% and is secured by a deed of trust. Commencing May 1, 2025, annual payments of principal and interest from Residual Receipts, through maturity on June 30, 2081, at which time all outstanding principal and accrued interest shall be due and payable.	5,000,000	-
Various notes payable to the City of Alameda in principal amounts totaling \$1,398,282, which accrue simple interest at 3.00% and are secured by deeds of trust. Commencing May 1, 2026, annual payments of principal and interest from Residual Receipts, through maturity on June 30, 2081, at which time all outstanding principal and accrued interest shall be due and payable.	1,398,282	-
Note payable to AHA in the principal amount of \$660,000. The note bears no interest and is secured by a deed of trust. Annual principal payments are payable from Cash Flow until maturity on June 20, 2081, at which time the outstanding principal shall be due and payable.	660,000	-
Total Linnet Corner notes payable	20,428,132	-
Total notes payable	109,123,413	71,324,312
Less: unamortized debt discount and issuance costs	(2,136,160)	(1,192,976)
Total notes payable, net	\$ 106,987,253	\$ 70,131,336

Principal payments on notes payable are required as follows:

Year Ending December 31,	Amount
2025	\$ 382,259
2026 – (A)	24,303,837
2027	417,581
2028	436,026
2029	456,320
Thereafter	83,127,390
	\$ 109,123,413

(A) – It is anticipated that approximately \$24 million of construction loans will be repaid with tax credit equity and other permanent financing proceeds.

8. RELATED PARTY TRANSACTIONS

Consulting Services The Company entered into an agreement with AHA, commencing on April 15, 2015, in which AHA shall provide professional project management services. In July 2023, the agreement was amended to extend through December 31, 2026, and during 2024 and 2023, the Company was charged and paid \$300,000 and \$300,000, respectively, for consulting services.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

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DECEMBER 31, 2024 AND 2023

Developer Fee Payable The Subsidiaries have entered into joint developer fee agreements with the Company and AHA (together referred to as the Developers). In connection with these agreements, AHA receives amounts ranging from 10.00% to 50.00%, respectively, or such amount agreed to by the Developers). The Company's portion of Developer Fee has been eliminated in consolidation. As of December 31, 2024 and 2023, developer fees owed to AHA of \$1,804,465 and \$61,000, respectively, remain unpaid.

Limited Partner Fees In connection with the limited partnerships, the limited partners charge Asset Management Fees for miscellaneous services rendered to the Partnerships.

9. COMMITMENTS

In connection with the development and operations of the Projects, AHA and the Company, together as Guarantor, made certain guaranties regarding the duties and performance obligations of the Subsidiaries' general partners. These duties include, but are not limited to, ensuring complete development of the Projects, ensuring tax credit delivery, maintaining the Projects' compliance with various regulatory agencies, and providing operating deficit guarantees of \$314,000 to Everett Commons, \$245,668 to Little John Commons, \$792,000 to Rosefield Village, \$587,000 to Linnet Corner and \$487,000 for Estuary I.

10. LIQUIDITY AND AVAILABILITY

The Company's financial assets available to meet cash needs for general expenditures within one year of the date of the statement of financial position include:

As of December 31,	2024	2023
Cash and cash equivalents	\$ 3,625,145	\$ 3,403,084
Investments - CAMP Pool	35,624	15
Restricted funds	123,160	875,777
Less: Subsidiaries operating cash due to partnership and lender restrictions	(1,576,586)	(2,404,862)
Estimated financial assets available to meet general expenditures within one year	\$ 2,207,343	\$ 1,874,014

Regarding the Subsidiaries' liquidity needs, each subsidiary has been established to develop and operate affordable housing. As a result, the Subsidiaries have been structured in such a way to be self-sufficient regarding their liquidity needs. In the event the subsidiaries have unplanned liquidity needs over and above that which is provided by its operations, they have access to cash reserves, reported as restricted funds, subject to lender and limited partner withdrawal approval, upon conversion to permanent financing. In addition, in the normal course of business, the Subsidiaries under development rely on receiving funds from non-recourse permanent loan commitments and limited partner capital contributions. In the event the Subsidiaries are unable to meet their liquidity needs, AHA and the Company, together as Guarantor, have provided limited guarantees to fund operating deficits (Note 9). As of December 31, 2024, the Company's management believes they have sufficient liquidity availability to meet its obligations for the coming year.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023

11. GRANT REVENUE

During 2024, the Company received an Infill Infrastructure grant (IIG Grant), authorized by the California Department of Housing and Community Development, in the amount of \$2,293,116 for the construction of Linnet Corner. As of December 31, 2024, \$2,063,804 of grant proceeds awarded have been received with the remaining grant proceeds anticipated when the Project converts to permanent financing. The IIG Grant expires in 4 years after all program funds have been fully disbursed. During 2024, the Company recognized \$2,063,804 in grant revenue in connection with the IIG Grant.

During 2024, the Company received a Community Development Block Grant (CDBG Grant), authorized by the City of Alameda, an unrelated entity, in the amount of \$694,043 for the construction of Estuary I. As of December 31, 2024, \$694,043 of grant proceeds awarded have been received. The grant expired on March 31, 2024. During 2024, the Company recognized \$694,043 in grant revenue in connection with the CDBG Grant.

12. SALE OF STATE TAX CREDITS

During 2023, in connection with the development of Rosefield Village, the Company sold the TCAC reserved state tax credits of \$2,691,000 for \$2,287,350. In connection with the sale, the proceeds were concurrently loaned to Constitution and Eagle, L.P. The loan was eliminated in consolidation.

13. SUBSEQUENT EVENTS

The Company has evaluated subsequent events that occurred through the independent auditor's report date, which is the date that the consolidated financial statements were available to be issued and determined that there were no subsequent events or transactions that required recognition or disclosure in the consolidated financial statements, except as disclosed below.

Rosefield Village received Internal Revenue Service Form 8609, low-income housing tax credit allocation and certification, in 2025.

Estuary I and Linnet Corner were both completed in 2025 with lease up underway.

Island City Development was provided a \$200,000 grant from The Home Depot Foundation in April 2025. In September 2025, the Island City Development Board authorized a \$200,000 loan to Linnet Corner (Mabuhay and Lakehurst LP) to pass through the funds as an Island City Development sponsor loan. Related to this transaction, various loan modifications were entered between Island City Development, Mabuhay and Lakehurst LP and the existing lenders, such as Bank of America and CCRC.

Island City Development's wholly owned affiliate, ICD Shinsei, LLC, executed the Second Amended and Restated Limited Partnership Agreement of Shinsei Gardens Apartments, L.P. in May 2025.

In June 2025, Island City Development was authorized to receive a loan from the Housing Authority of the City of Alameda of up to \$500,000 for future funding applications for the future project Estuary II, with the stipulation to seek other local funding.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

SCHEDULE I

AS OF DECEMBER 31,

2024

Assets

	Island City Development	Housing (a)	Pre- Consolidation	Eliminating Entries	Consolidated
Property, at cost:					
Land improvements	\$ -	\$ 5,370,720	\$ 5,370,720	\$ -	\$ 5,370,720
Buildings and improvements	-	74,187,130	74,187,130	(7,906,790)	66,280,340
Furniture and equipment	-	2,632,875	2,632,875	-	2,632,875
Construction-in-progress	4,529,294	53,355,946	57,885,240	-	57,885,240
Total property	4,529,294	135,546,671	140,075,965	(7,906,790)	132,169,175
Less accumulated depreciation	-	(10,098,619)	(10,098,619)	483,420	(9,615,199)
Net property	4,529,294	125,448,052	129,977,346	(7,423,370)	122,553,976
Cash and cash equivalents	2,171,719	1,453,426	3,625,145	-	3,625,145
Investments	35,624	-	35,624	-	35,624
Tenant accounts receivable, net	-	45,203	45,203	-	45,203
Other receivables	155,817	8,044	163,861	(118,999)	44,862
Note receivable	5,045,197	-	5,045,197	(5,045,197)	-
Due from affiliates	10,400	-	10,400	(8,525)	1,875
Right-of-use assets - ground leases	-	19,752,871	19,752,871	-	19,752,871
Restricted funds:					
Reserves	-	1,110,272	1,110,272	-	1,110,272
Tenant security deposits	-	123,160	123,160	-	123,160
Developer fee receivable	5,460,670	-	5,460,670	(5,460,670)	-
Investment (deficit) in affiliates	(2,431,163)	-	(2,431,163)	2,431,163	-
Other prepaids	-	356,056	356,056	-	356,056
Deposits	-	93,084	93,084	-	93,084
Deferred costs - TCAC fees	-	355,354	355,354	-	355,354
Total assets	\$ 14,977,558	\$ 148,745,522	\$ 163,723,080	\$ (15,625,598)	\$ 148,097,482

(a) See Note 1 for consolidated real estate.

See independent auditor's report.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)
CONSOLIDATING STATEMENT OF FINANCIAL POSITION

SCHEDULE I

AS OF DECEMBER 31,

2024

LIABILITIES AND NET ASSETS (DEFICIT)

	Island City Development	Housing (a)	Pre- Consolidation	Eliminating Entries	Consolidated
Notes payable, net	\$ 5,250,000	\$ 106,782,450	\$ 112,032,450	\$ (5,045,197)	\$ 106,987,253
Accounts payable and accrued expenses	30,317	248,504	278,821	(127,344)	151,477
Accrued construction and development costs	45,211	8,535,708	8,580,919	-	8,580,919
Accrued interest payable	-	4,235,599	4,235,599	-	4,235,599
Due to affiliates	-	-	-	-	-
Accrued General Partner Fees	-	61,366	61,366	(61,366)	-
Developer fees payable	1,804,465	5,460,670	7,265,135	(5,460,670)	1,804,465
Prepaid rents	-	2,161	2,161	-	2,161
Tenant security deposits	-	122,454	122,454	-	122,454
Ground lease payable	-	1,503,969	1,503,969	-	1,503,969
Total liabilities	7,129,993	126,952,881	134,082,874	(10,694,577)	123,388,297
Net assets (deficit)					
Net assets without donor restrictions					
Controlling interests	7,847,565	(2,494,402)	5,353,163	(4,931,021)	422,142
Noncontrolling interests	-	24,287,043	24,287,043	-	24,287,043
Total net assets (deficit)	7,847,565	21,792,641	29,640,206	(4,931,021)	24,709,185
Total liabilities and net assets (deficit)	\$ 14,977,558	\$ 148,745,522	\$ 163,723,080	\$ (15,625,598)	\$ 148,097,482

(a) See Note 1 for consolidated real estate.

See independent auditor's report.

ISLAND CITY DEVELOPMENT AND SUBSIDIARIES
SCHEDULE II

(A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION)

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS (DEFICIT)

FOR THE YEAR ENDED DECEMBER 31,
2024

	Island City Development	Housing (a)	Pre- Consolidation	Eliminating Entries	Consolidated
Revenue:					
Residential rent	\$ -	\$ 1,498,728	\$ 1,498,728	\$ -	\$ 1,498,728
Tenant subsidies	-	1,874,152	1,874,152	-	1,874,152
Total rental revenue	-	3,372,880	3,372,880	-	3,372,880
Equity in earnings (loss) of investments	(323)	-	(323)	323	-
Development fee revenue	1,743,463	-	1,743,463	(1,743,463)	-
Grant income	2,757,847	-	2,757,847	-	2,757,847
Other revenue	114,081	88,141	202,222	(43,201)	159,021
Total other revenue	4,615,068	88,141	4,703,209	(1,786,341)	2,916,868
Total revenue	4,615,068	3,461,021	8,076,089	(1,786,341)	6,289,748
Expenses:					
Program services	58,761	6,525,799	6,584,560	(154,383)	6,430,177
Supporting services	313,381	159,570	472,951	(43,201)	429,750
Total operating expenses	372,142	6,685,369	7,057,511	(197,584)	6,859,927
Change in net assets	4,242,926	(3,224,348)	1,018,578	(1,588,757)	(570,179)
Contributions - controlling interests	-	2,000	2,000	(2,000)	-
Contributions - noncontrolling interests	-	3,034,533	3,034,533	-	3,034,533
Syndication costs - noncontrolling interests	-	(186,121)	(186,121)	-	(186,121)
Total changes in net assets	4,242,926	(373,936)	3,868,990	(1,590,757)	2,278,233
Net assets (deficits), beginning of the year	3,604,639	22,166,577	25,771,216	(3,340,264)	22,430,952
Net assets (deficits), end of the year	\$ 7,847,565	\$ 21,792,641	\$ 29,640,206	\$ (4,931,021)	\$ 24,709,185

(a) See Note 1 for consolidated real estate.

See independent auditor's report.

PERSONAL & CONFIDENTIAL

November 6, 2025

Mr. Louie So
Chief Financial Officer
Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

Re: Island City Development

We have audited the consolidated financial statements of Island City Development (the Company) for the year ended December 31, 2024, and have issued our report thereon dated November 6, 2025. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement agreement dated September 4, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Company are described in Note 1 to the financial statements. No new accounting policies were adopted, other than those disclosed in Note 1 to the financial statements, and the application of existing policies was not changed during 2024. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by Holthouse Carlin & Van Trigt LLP and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no sensitive estimates during 2024.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Misstatements were identified by HCVT during the audit (see the attached copy of adjustments). Management represented that they recorded all of the adjustments to correct the identified misstatements.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of our audit.

Management Representations

We have requested and received certain representations from management that are included in the management representation letter dated November 6, 2025.

Management Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

This information is intended solely for your use and management of the Company and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in blue ink that reads "Holthouse Carlin & Van Trigt LLP". The signature is written in a cursive, flowing style.

HOLTHOUSE CARLIN & VAN TRIGT LLP

Client: **0900022.0 - Island City Development, Inc.**
 Engagement: **2024 - Island City Development**
 Period Ending: **12/31/2024**
 Trial Balance: **A.40.1 - ICD TB**
 Workpaper: **A.30.01 - ICD - AJE Report**

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 101		C-1		
To adjust investment balance for write off of PY management Fees for C&E and income pick up for LM and ML and reverse income pickup for stargell to match audited FS (assist with consolidation/agreed to non-attest service)				
8100200	(Gain)/Loss Disposal of Assets		23.00	
9130000	Outside Management Fees		4,083.00	
1320010	Investments - Other			23.00
1320010	Investments - Other			4,081.00
8100200	(Gain)/Loss Disposal of Assets			2.00
Total			<u>4,106.00</u>	<u>4,106.00</u>
Adjusting Journal Entries JE # 301		A.30.04		
To reclass Shinsei appraisal fees out of Professional Services				
9160203	Contracts - Housing Inspection Services		8,000.00	
9160170	Contracts - Administrative Services/Consultant			8,000.00
Total			<u>8,000.00</u>	<u>8,000.00</u>
Adjusting Journal Entries JE # 302		A.30.04		
To record ICD-Estuary I's and ICD-Linnet Corner's developer fee payable to AHA per Joint Developer Agreement (related party fee adjustment/agreed to non-attest service)				
7110092	Professional Service Revenue		777,860.00	
7110092	Professional Service Revenue		965,605.00	
3330300	Developer Fee Payable			777,860.00
3330300	Developer Fee Payable			965,605.00
Total			<u>1,743,465.00</u>	<u>1,743,465.00</u>

Client: **0900022.0 - Island City Development, Inc.**
Engagement: **2024 - Island City Development**
Period Ending: **12/31/2024**
Trial Balance: **A.40.00 - Consolidated Trial Balance**
A.30.03 - ICD Consolidated Eliminating Journal Entries
Workpaper: **Report**

Account	Description	W/P Ref	Debit	Credit
Eliminating Journal Entries JE # 301		X-1		
To eliminate Developer Fee revenue, Capitalized Developer Fees, related Depreciation Expense and accumulated Depreciation				
1450-P	Accumulated depreciation		156,438.00	
2220-P	Developer fee payable		5,460,670.00	
7110092	Professional Service Revenue		1,743,463.00	
1210000	Accounts Receivable - PHA			5,460,670.00
1420-P	Building			1,743,463.00
7100-P	Depreciation			156,438.00
Total			<u>7,360,571.00</u>	<u>7,360,571.00</u>
Eliminating Journal Entries JE # 302		A.10.1		
to rollforward PY EJE				
1320010	Investments - Other		2,496,081.00	
1450-P	Accumulated depreciation		326,982.00	
5090000	Unrestricted		3,340,264.00	
1420-P	Building			6,163,327.00
Total			<u>6,163,327.00</u>	<u>6,163,327.00</u>
Eliminating Journal Entries JE # 303		E-1		
To eliminate intercompanies due to and from with subsidiaries				
3470050	Interprogram (Due to)		8,345.00	
9500200	Other Expense		2,055.00	
1440110	Interprogram (Due From)			10,400.00
Total			<u>10,400.00</u>	<u>10,400.00</u>
Eliminating Journal Entries JE # 304		C-1		
To eliminate Partnership Management Fee income/expense, payables/receivables, and investments in subsidiaries.				
1440110	Interprogram (Due From)		1,875.00	
2240-P	Accrued GP Fees		61,366.00	
3000-P	Capital		2,000.00	
7150020	Other Management Fees		43,201.00	
1320010	Investments - Other			1,875.00
1320010	Investments - Other			2,000.00
1320010	Investments - Other			61,366.00
8100-P	GP Fees			43,201.00
Total			<u>108,442.00</u>	<u>108,442.00</u>

Eliminating Journal Entries JE # 305		E-1		
To Eliminate intercompany loan receivable				
2100-P	Notes Payable		5,045,197.00	
1350106	Loan Receivable - ICD			5,045,197.00
Total			<u>5,045,197.00</u>	<u>5,045,197.00</u>
Eliminating Journal Entries JE # 307		C-1		
to eliminate income/loss pick up in consolidated subsidiaries				
1320010	Investments - Other		323.00	
8100200	(Gain)/Loss Disposal of Assets			323.00
Total			<u>323.00</u>	<u>323.00</u>
Eliminating Journal Entries JE # 308		E-1		
to eliminate ICD AR against LM and L accrued expenses				
2000-P	A/P and accrued expenses		118,999.00	
1250020	Accounts Receivable - Owners			118,999.00
Total			<u>118,999.00</u>	<u>118,999.00</u>

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2024 calendar year, or tax year beginning and ending

B Check if applicable: C Name of organization ISLAND CITY DEVELOPMENT D Employer identification number 47-2164827 E Telephone number (510) 747-4300 G Gross receipts \$ 4,615,068. H(a) Is this a group return for subsidiaries? Yes No H(b) Are all subordinates included? Yes No I Tax-exempt status: X 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527 J Website: HTTPS://WWW.ISLANDCITYDEVELOPMENT.ORG H(c) Group exemption number K Form of organization: X Corporation Trust Association Other L Year of formation: 2014 M State of legal domicile: CA

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1 Briefly describe the organization's mission... 2 Check this box... 3 Number of voting members... 4 Number of independent voting members... 5 Total number of individuals employed... 6 Total number of volunteers... 7a Total unrelated business revenue... 7b Net unrelated business taxable income... 8 Contributions and grants... 9 Program service revenue... 10 Investment income... 11 Other revenue... 12 Total revenue... 13 Grants and similar amounts paid... 14 Benefits paid to or for members... 15 Salaries, other compensation... 16a Professional fundraising fees... 16b Total fundraising expenses... 17 Other expenses... 18 Total expenses... 19 Revenue less expenses... 20 Total assets... 21 Total liabilities... 22 Net assets or fund balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer VANESSA COOPER, PRESIDENT. Date. Paid Preparer Use Only: Print/Type preparer's name JONATHAN SIAO, Preparer's signature, Date, Check self-employed, PTIN P00244223, Firm's name HOLTHOUSE CARLIN & VAN TRIGT LLP, Firm's EIN 95-4345526, Firm's address 15760 VENTURA BLVD. SUITE 1700 ENCINO, CA 91436, Phone no. 818-849-3140

May the IRS discuss this return with the preparer shown above? See instructions. X Yes No

For Paperwork Reduction Act Notice, see the separate instructions.

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

SEE SCHEDULE O

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ NONE including grants of \$ NONE) (Revenue \$ 23,882.)

SEE SCHEDULE O

4b (Code:) (Expenses \$ NONE including grants of \$ NONE) (Revenue \$ 11,893.)

SEE SCHEDULE O

4c (Code:) (Expenses \$ NONE including grants of \$ NONE) (Revenue \$ 7,426.)

SEE SCHEDULE O

4d Other program services (Describe on Schedule O.) SEE SCHEDULE O

(Expenses \$ 58,761. including grants of \$ 2,757,847.) (Revenue \$ NONE)

4e Total program service expenses 58,761.

Part IV Checklist of Required Schedules

Table with 3 columns: Question ID, Question Text, Yes, No. Rows include questions 1 through 21 regarding organizational requirements and reporting.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question, Yes, No. Rows 22-38 covering various organizational requirements and schedules.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V []

Table with 3 columns: Question, Yes, No. Rows 1a-1c regarding Form 1096, Forms W-2G, and backup withholding rules.

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	NONE		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b			X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)? . .	4a			X
b	If "Yes," enter the name of the foreign country _____ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	Section 501(c)(21) organizations. Did the trust, or any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17			

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI [X]

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a (Voting members: 2), 1b (Independent members: NONE), 2 (Family/business relationships: X), 3 (Management delegation: X), 4 (Governing documents changes: X), 5 (Asset diversion: X), 6 (Members/stockholders: X), 7a (Elect/appoint members: X), 7b (Governance decisions: X), 8a (Meetings documented: X), 8b (Committee actions: X), 9 (Officer not reached: X).

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a (Local chapters: X), 10b (Written policies: X), 11a (Form 990 distribution: X), 12a (Conflict of interest policy: X), 12b (Officers disclose interests: X), 12c (Monitor compliance: X), 13 (Whistleblower policy: X), 14 (Document retention policy: X), 15a (CEO compensation review: X), 15b (Other officers compensation review: X), 16a (Investment in taxable entity: X), 16b (Written policy for joint ventures: X).

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed CA,
18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. [X] Own website [X] Another's website [X] Upon request [] Other (explain on Schedule O)
19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records. VANESSA COOPER 701 ATLANTIC AVENUE ALAMEDA, CA 94501

JSA (510)747-4320

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII X

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) VANESSA COOPER PRESIDENT	0.25 36.00	X		X				NONE	393,550.	85,515.
(2) ALICIA SOUTHERN SECRETARY/TREASURER	0.25 36.00	X		X				NONE	200,070.	57,269.
(3) CARLY GROB VICE PRESIDENT	0.25 36.00	X		X				NONE	500.	NONE
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

Table with 6 main columns: (A) Name and title, (B) Average hours per week, (C) Position, (D) Reportable compensation from the organization, (E) Reportable compensation from related organizations, (F) Estimated amount of other compensation. Includes sub-totals and totals for lines 1b, 1c, and 1d.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization NONE

Table with 3 columns: Question number, Yes, No. Contains questions 3, 4, and 5 regarding compensation reporting.

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

Table with 3 columns: (A) Name and business address, (B) Description of services, (C) Compensation. Includes a total line for 2 Total number of independent contractors.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 in compensation from the organization NONE

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions) . .	1e	2,757,847.				
	f	All other contributions, gifts, grants, and similar amounts not included above .	1f					
	g	Noncash contributions included in lines 1a-1f	1g	\$				
	h	Total. Add lines 1a-1f			2,757,847.			
	Program Service Revenue				Business Code			
2a		DEVELOPMENT FEES		541640	1,743,463.	1,743,463.		
b		MANAGEMENT FEES		541640	45,076.	45,076.		
c								
d								
e								
g		Total. Add lines 2a-2f			1,788,539.			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			69,005.		69,005.	
	4	Income from investment of tax-exempt bond proceeds . . .			NONE			
	5	Royalties			NONE			
	6a	Gross rents	6a	(i) Real	(ii) Personal			
	b	Less: rental expenses	6b					
	c	Rental income or (loss)	6c	NONE	NONE			
	d	Net rental income or (loss)			NONE			
	7a	Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other			
	b	Less: cost or other basis and sales expenses . .	7b					
	c	Gain or (loss)	7c					
	d	Net gain or (loss)			NONE			
8a	Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a		NONE				
				NONE				
				NONE				
b	Less: direct expenses	8b		NONE				
c	Net income or (loss) from fundraising events			NONE				
9a	Gross income from gaming activities. See Part IV, line 19	9a		NONE				
				NONE				
				NONE				
b	Less: direct expenses	9b		NONE				
c	Net income or (loss) from gaming activities			NONE				
10a	Gross sales of inventory, less returns and allowances	10a		NONE				
				NONE				
				NONE				
b	Less: cost of goods sold	10b		NONE				
c	Net income or (loss) from sales of inventory			NONE				
Miscellaneous Revenue				Business Code				
	11a	EQUITY IN EARNINGS (LOSS) ON INVESTMENTS		541640	-323.		-323.	
	b							
	c							
	e	Total. Add lines 11a-11d			-323.			
12	Total revenue. See instructions				4,615,068.	1,788,539.	68,682.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Table with 5 columns: (A) Total expenses, (B) Program service expenses, (C) Management and general expenses, (D) Fundraising expenses. Rows include categories like Grants, Salaries, and Total functional expenses.

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

Table with columns for Assets, Liabilities, and Net Assets or Fund Balances. Rows include items like Cash, Accounts receivable, Investments, and Total assets/liabilities. Includes sub-rows 10a, 10b, 10c for land and depreciation.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

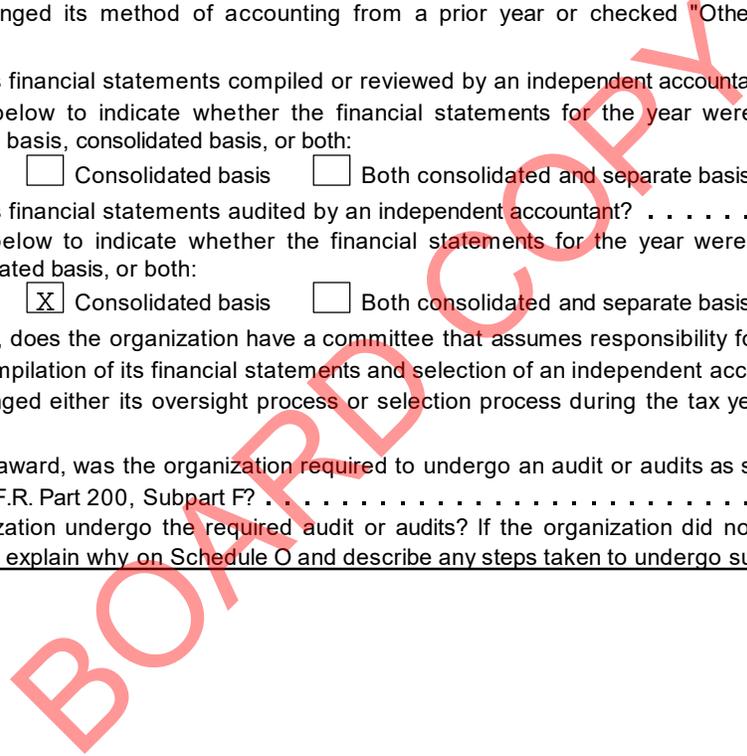
Table with 10 rows for reconciliation of net assets. Line 1: Total revenue 4,615,068. Line 2: Total expenses 372,142. Line 3: Revenue less expenses 4,242,926. Line 4: Net assets at beginning 3,604,639. Line 10: Net assets at end 7,847,565.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990: [X] Accrual
2a Were the organization's financial statements compiled or reviewed by an independent accountant? [X]
2b Were the organization's financial statements audited by an independent accountant? [X]
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? [X]
3b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits

Table with 3 columns: Question, Yes, No. Contains 'X' marks for questions 2a, 2b, 2c, 3a, and 3b.



**SCHEDULE A
(Form 990)**

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization ISLAND CITY DEVELOPMENT	Employer identification number 47-2164827
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Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives (1) more than 33 1/3 % of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3 % of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations 1
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
SEE SUPPLEMENTAL PAGE						
(A)						
(B)						
(C)						
(D)						
(E)						
Total					NONE	NONE

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ. Schedule A (Form 990) 2024

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f); 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2020, (b) 2021, (c) 2022, (d) 2023, (e) 2024, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities, whether or not the business is regularly carried on; 10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 3 columns: Line number, Description, and Percentage. Rows include: 14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)); 15 Public support percentage from 2023 Schedule A, Part II, line 14; 16a 33 1/3% support test - 2024. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; 16b 33 1/3% support test - 2023. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; 17a 10%-facts-and-circumstances test - 2024. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization; 17b 10%-facts-and-circumstances test - 2023. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization; 18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.

Part III Support Schedule for Organizations Described in Section 509(a)(2)
 (Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.
 If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5.						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b.						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6.						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**.

Section C. Computation of Public Support Percentage

15 Public support percentage for 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2024 (line 10c, column (f), divided by line 13, column (f)),	17	%
18 Investment income percentage from 2023 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2024. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . .

b 33 1/3% support tests - 2023. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . .

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . .

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>	X	
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		X
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		X
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		X
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		X
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		X
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		X
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		X
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		X
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		X
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		X
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		X
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

Table with 3 columns: Question, Yes, No. Row 11: Has the organization accepted a gift or contribution from any of the following persons? Row 11a: A person who directly or indirectly controls... Row 11b: A family member... Row 11c: A 35% controlled entity...

Section B. Type I Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the governing body, members of the governing body, officers acting in their official capacity... Row 2: Did the organization operate for the benefit of any supported organization other than the supported organization(s)...

Section C. Type II Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)?

Section D. All Type III Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year... Row 2: Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s)... Row 3: By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice...

Section E. Type III Functionally Integrated Supporting Organizations

Table with 3 columns: Question, Yes, No. Row 1: Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions). Row 2: Activities Test. Answer lines 2a and 2b below. Row 3: Parent of Supported Organizations. Answer lines 3a and 3b below.

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in **Part VI**). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by 0.035.	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		

Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, column A)	1		
2 Enter 0.85 of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2024 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2024	(iii) Distributable Amount for 2024
1	Distributable amount for 2024 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2024 (reasonable cause required - explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2024			
a	From 2019			
b	From 2020			
c	From 2021			
d	From 2022			
e	From 2023			
f	Total of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2024 distributable amount			
i	Carryover from 2019 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2024 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2024 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6	Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7	Excess distributions carryover to 2025. Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	Excess from 2020			
b	Excess from 2021			
c	Excess from 2022			
d	Excess from 2023			
e	Excess from 2024			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

PT I LN 12G: PROFESSIONAL PROJECT MANAGEMENT SERVICES

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Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE A, PART I - INFORMATION ABOUT SUPPORTED ORGANIZATIONS

(I) NAME OF SUPPORTED ORGANIZATION	(II) EIN	(III) TYPE OF ORGANIZATION	(IV) YES NO	(V) AMOUNT OF SUPPORT	(VI) AMOUNT OF OTHER SUPPORT
HOUSING AUTHORITY OF THE CITY OF ALAMEDA	94-6003048	6	X	NONE	NONE
TOTAL AMOUNT OF SUPPORT				NONE	NONE

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Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Department of the Treasury Internal Revenue Service

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

Open to Public Inspection

Name of the organization: ISLAND CITY DEVELOPMENT; Employer identification number: 47-2164827

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, and compliance questions.

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form for Part II Conservation Easements, including questions about purpose, monitoring, and reporting, with a table for 'Held at the End of the Tax Year'.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form for Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets, including questions about reporting and revenue.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).

- a Public exhibition
b Scholarly research
c Preservation for future generations
d Loan or exchange program
e Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?

Part IV Escrow and Custodial Arrangements

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X?

b If "Yes," explain the arrangement in Part XIII and complete the following table.

Table with 2 columns: Description, Amount. Rows: 1c Beginning balance, 1d Additions during the year, 1e Distributions during the year, 1f Ending balance.

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII.

Part V Endowment Funds

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

Table with 6 columns: (a) Current year, (b) Prior year, (c) Two years back, (d) Three years back, (e) Four years back. Rows: 1a-1g Balance and expense categories.

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a Board designated or quasi-endowment %
b Permanent endowment %
c Term endowment %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) Unrelated organizations?
(ii) Related organizations?

Table with 2 columns: Yes, No. Rows: 3a(i), 3a(ii), 3b.

b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Table with 5 columns: (a) Cost or other basis (investment), (b) Cost or other basis (other), (c) Accumulated depreciation, (d) Book value. Rows: 1a-1e Land, Buildings, Leasehold improvements, Equipment, Other.

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B))

Part VII Investments - Other Securities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other _____		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, line 12, col. (B)) . . .		

Part VIII Investments - Program Related

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, line 13, col. (B)) . . .		

Part IX Other Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) CONSTRUCTION IN PROGRESS	4,529,294.
(2) DEVELOPER FEE RECEIVABLE	5,460,670.
(3) INVESTMENT IN AFFILIATES	-2,431,163.
(4) DUE FROM AFFILIATES	10,400.
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 15, col. (B)).	7,569,201.

Part X Other Liabilities

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) AHA PROPERTY LOAN	5,250,000.
(3) ACCRUED DEVELOPER FEE	1,804,465.
(4) DUE TO/FROM AFFILIATES	NONE
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, line 25, col. (B)).	7,054,465.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	6,289,748.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d	1,674,680.	
e	Add lines 2a through 2d	2e		1,674,680.
3	Subtract line 2e from line 1		3	4,615,068.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	4,615,068.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	6,859,927.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	6,487,785.	
e	Add lines 2a through 2d	2e		6,487,785.
3	Subtract line 2e from line 1		3	372,142.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	372,142.

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SEE SUPPLEMENTAL PAGE

Part XIII Supplemental Information (continued)

PT X, LINE 2:

THE COMPANY HAS RECEIVED A DETERMINATION LETTER FROM THE INTERNAL REVENUE SERVICE STATING THAT IT QUALIFIES AS A TAX-EXEMPT ORGANIZATION UNDER SECTION 501(C)3 OF THE INTERNAL REVENUE CODE AND, ACCORDINGLY, NO PROVISION FOR FEDERAL INCOME TAXES IS RECORDED IN THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS. IN ADDITION, THE COMPANY DOES NOT HAVE ANY INCOME WHICH IT BELIEVES WOULD SUBJECT IT TO UNRELATED BUSINESS INCOME TAXES. ACCORDINGLY, THERE IS NO PROVISION FOR INCOME TAXES IN THE ACCOMPANYING CONSOLIDATED FINANCIAL STATEMENTS.

INCOME TAXES ON LIMITED PARTNERSHIP AND LLC INCOME ARE INCLUDED IN THE TAX RETURNS OF THE PARTNERS OR MEMBERS. THE FEDERAL TAX STATUS AS A PASS-THROUGH ENTITY IS BASED ON THE ENTITY'S LEGAL STATUS AS A PARTNERSHIP OR LLC AND IS REQUIRED TO FILE TAX RETURNS WITH THE IRS AND OTHER TAXING AUTHORITIES.

ACCORDINGLY, THESE CONSOLIDATED FINANCIAL STATEMENTS DO NOT REFLECT A PROVISION FOR INCOME TAXES. HOWEVER, THE LIMITED PARTNERSHIPS AND THE LLC'S ARE REQUIRED TO PAY AN \$800 FEE TO THE CALIFORNIA FRANCHISE TAX BOARD. THERE ARE NO CURRENT TAX EXAMINATIONS PENDING.

Part XIII Supplemental Information (continued)

PT XI, LINE 2D:

INCOME (3,461,021) FROM AFFILIATES INCLUDED IN CONSOLIDATED FINANCIAL STATEMENTS AS PER GAAP, AND THE ELIMINATING ENTRY (1,786,341) SEPARATELY REPORTED FOR TAX PURPOSES.

PT XII, LINE 2D:

EXPENSES (6,685,369) FROM AFFILIATES INCLUDED IN CONSOLIDATED FINANCIAL STATEMENTS AS PER GAAP, AND THE ELIMINATING ENTRY (197,584) SEPARATELY REPORTED FOR TAX PURPOSES.

BOARD COPY

**SCHEDULE J
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest
Compensated Employees

Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

ISLAND CITY DEVELOPMENT

Employer identification number

47-2164827

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|--|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment? **4a** **X**
- b** Participate in or receive payment from a supplemental nonqualified retirement plan? **4b** **X**
- c** Participate in or receive payment from an equity-based compensation arrangement? **4c** **X**
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization? **5a** **X**
- b** Any related organization? **5b** **X**
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization? **6a** **X**
- b** Any related organization? **6b** **X**
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III **7** **X**

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III **8** **X**

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)? **9** **X**

	Yes	No
1a		
1b		
2		
3		
4a		X
4b		X
4c		X
5a		X
5b		X
6a		X
6b		X
7		X
8		X
9		X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) (Rev. 12-2024)

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title		(B) Breakdown of W-2 and/or 1099-MISC and/or 1099-NEC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
		(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
VANESSA COOPER 1 PRESIDENT	(i)							
	(ii)	393,550.			45,585.	39,930.	479,065.	
ALICIA SOUTHERN 2 SECRETARY/TREASURER	(i)							
	(ii)	200,070.			26,850.	30,419.	257,339.	
3	(i)							
	(ii)							
4	(i)							
	(ii)							
5	(i)							
	(ii)							
6	(i)							
	(ii)							
7	(i)							
	(ii)							
8	(i)							
	(ii)							
9	(i)							
	(ii)							
10	(i)							
	(ii)							
11	(i)							
	(ii)							
12	(i)							
	(ii)							
13	(i)							
	(ii)							
14	(i)							
	(ii)							
15	(i)							
	(ii)							
16	(i)							
	(ii)							

BOARD COPY

**SCHEDULE L
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Transactions With Interested Persons

Complete if the organization answered "Yes" on Form 990, Part IV, line 25a, 25b, 26, 27, 28a, 28b, or 28c; or Form 990-EZ, Part V, line 38a or 40b.

Attach to Form 990 or Form 990-EZ.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open To Public
Inspection**

Name of the organization ISLAND CITY DEVELOPMENT	Employer identification number 47-2164827
--	---

Part I Excess Benefit Transactions (section 501(c)(3), section 501(c)(4), and section 501(c)(29) organizations only)
Complete if the organization answered "Yes" on Form 990, Part IV, line 25a or 25b; or Form 990-EZ, Part V, line 40b.

1	(a) Name of disqualified person	(b) Relationship between disqualified person and organization	(c) Description of transaction	(d) Corrected?	
				Yes	No
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					

2 Enter the amount of tax incurred by the organization managers or disqualified persons during the year under section 4958 \$ _____

3 Enter the amount of tax, if any, on line 2, above, reimbursed by the organization \$ _____

Part II Loans to and/or From Interested Persons
Complete if the organization answered "Yes" on Form 990-EZ, Part V, line 38a, or Form 990, Part IV, line 26; or if the organization reported an amount on Form 990, Part X, line 5, 6, or 22.

1	(a) Name of interested person	(b) Relationship with organization	(c) Purpose of loan	(d) Loan to or from the organization?		(e) Original principal amount	(f) Balance due	(g) In default?		(h) Approved by board or committee?		(i) Written agreement?	
				To	From			Yes	No	Yes	No	Yes	No
				(1)									
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
Total							\$						

Part III Grants or Assistance Benefiting Interested Persons
Complete if the organization answered "Yes" on Form 990, Part IV, line 27.

1	(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of assistance	(d) Type of assistance	(e) Purpose of assistance
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

For Paperwork Reduction Act Notice, see the instructions for Form 990 or 990-EZ. Schedule L (Form 990) (Rev. 12-2024)

Part IV Business Transactions Involving Interested Persons.

Complete if the organization answered "Yes" on Form 990, Part IV, line 28a, 28b, or 28c.

(a) Name of interested person	(b) Relationship between interested person and the organization	(c) Amount of transaction	(d) Description of transaction	(e) Sharing of organization's revenues?	
				Yes	No
(1) VANESSA COOPER	BOARD MEMBER	479,065.	ALSO ON BOARDS OF AFFILIATES		X
(2) ALICIA SOUTHERN	BOARD MEMBER	257,339.	ALSO ON BOARDS OF AFFILIATES		X
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

Part V Supplemental Information

Provide additional information for responses to questions on Schedule L (see instructions).

BOARD COPY

**SCHEDULE O
(Form 990 or 990-EZ)**

Department of the Treasury
Internal Revenue Service

Name of the organization

ISLAND CITY DEVELOPMENT

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2024

**Open to Public
Inspection**

Employer identification number

47-2164827

PT VI, LINE 11B:

A COMPLETE COPY OF THE FORM 990 IS PROVIDED TO THE BOARD OF DIRECTORS

PT VI, LINE 12C:

THE GOVERNING DOCUMENTS, INCLUDING CONFLICT OF INTEREST POLICY
AND FINANCIAL STATEMENTS, ARE REVIEWED AND CONSIDERED AT A MEETING THAT
IS OPEN TO THE PUBLIC. AS A PUBLIC ENTITY, ALL OF THE HOUSING AUTHORITY
RECORDS, INCLUDING ISLAND CITY DEVELOPMENT, ARE PUBLICLY AVAILABLE.

PT VI, LINE 15A:

THE ORGANIZATION DOES NOT COMPENSATE ANY OFFICERS OR EMPLOYEES. SALARY
AND OTHER COMPENSATION ARE PAID AND REPORTED BY AFFILIATE

PT VI, LINE 15B:

SEE ABOVE EXPLANATION PT VI, LINE 15A

PT VI, LINE 19:

THE FORMS 990 ARE AVAILABLE TO THE PUBLIC AT
WWW.ISLANDCITYDEVELOPMENT.ORG, THE ATTORNEY GENERAL WEBSITE AND
GUIDESTAR.ORG. ALSO SEE EXPLANATION FOR PT VI LINE 12C ABOVE.

PT VII, COL (E):

SEE EXPLANATION FOR PT VI, LINE 15A ABOVE.

PT III, LINE 2 AND 4D DETAIL:

DESCRIPTION: NORTH HOUSING - NORTH HOUSING PROJECT INCLUDES THE
DEVELOPMENT OF 12 ACRES OF FORMER MILITARY LAND INTO A NEW AFFORDABLE
MIXED INCOME NEIGHBORHOOD WITH A TARGET OF 586 NEW RENTAL HOMES BY 2030.
THIS PROJECT IS IN DEVELOPMENT AS OF DECEMBER 31, 2024.
IN 2024, CONTRACT COSTS FOR NORTH HOUSING BLOCK A HAVE BEEN ALLOCATED TO
THE ESTUARY I, ESTUARY II AND LINNET CORNER PROJECTS. SEE LINE 4F ESTUARY

**SCHEDULE O
(Form 990 or 990-EZ)**

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

2024

▶ Attach to Form 990 or 990-EZ.

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Department of the Treasury
Internal Revenue Service

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Name of the organization

Employer identification number

ISLAND CITY DEVELOPMENT

47-2164827

I AND LINE 4G LINNET CORNER DETAIL.

PT III, LINE 4E DETAIL:

ICD CREATED THE FOLLOWING LEGAL ENTITIES IN 2022 FOR PLANNED FUTURE
AFFORDABLE HOUSING ACQUISITION AND LOW-INCOME HOUSING TAX CREDIT

DEVELOPMENT:

MOSELY AND MABUHAY LP

ICD MOSELY LLC

ICD WEBSTER LLC (THIS ENTITY WAS DISSOLVED IN 2024)

OTHER ENTITIES CREATED IN 2022 ARE NOW IN ACTIVE DEVELOPMENT AS DETAILED
IN LINE 4F AND 4G: LAKEHURST AND MOSLEY LP, ICD LAKEHURST LLC, MABUHAY
AND LAKEHURST LP, AND ICD MABUHAY LLC

PT III, LINE 4F DETAIL:

ESTUARY I - NORTH HOUSING PSH I, ALSO REFERRED TO AS ESTUARY I, IS THE
FIRST PHASE OF THE OVERALL 12-ACRE REDEVELOPMENT, WHICH IS APPROVED TO
PROVIDE UP TO 586 HOUSING UNITS. NORTH HOUSING PSH I WILL PROVIDE
FORTY-FOUR (44) AFFORDABLE RENTAL HOMES FULLY DEDICATED TO FORMERLY
HOMELESS HOUSEHOLDS AND ONE UNRESTRICTED MANAGER'S UNIT BUILT WITHIN THE
CITY OF ALAMEDA. THE PROJECT IS IN DEVELOPMENT AS OF DECEMBER 31, 2024.

PT III, LINE 4G DETAIL:

LINNET CORNER - NORTH HOUSING SENIOR APARTMENTS, AKA LINNET CORNER, IS A
64-UNIT NEW CONSTRUCTION SPECIAL NEEDS, SUPPORTIVE HOUSING, SENIOR
PROJECT WITH 40 STUDIO AND 23 ONE-BEDROOM UNITS SERVING HOUSEHOLDS WITH
INCOMES RAGING FROM 30-40 PERCENT OF AREA MEDIAN INCOME (AMI) AND 1
TWO-BEDROOM MANAGER UNIT. THE PROJECT IS IN DEVELOPMENT AS OF DECEMBER

**SCHEDULE O
(Form 990 or 990-EZ)**

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

2024

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number

ISLAND CITY DEVELOPMENT

47-2164827

31, 2024.

PT III, LINE 4H DETAIL:

IN 2024, ICD ACQUIRED A 99.99% LIMITED PARTNERSHIP INTEREST IN SHINSEI GARDENS APARTMENTS, LP, WHICH OWNS AND OPERATES A 39-UNIT AFFORDABLE HOUSING COMPLEX LOCATED IN ALAMEDA, CALIFORNIA.

PT VI, LINE 4

THE ARTICLES OF INCORPORATION WERE AMENDED IN 2024 TO EXPAND THE TYPES OF ACTIVITIES (LEASING) AND GROUPS (INCLUDING BUT NOT LIMITED TO SUCH PERSONS AND HOUSEHOLDS AS MAY BE SERVED BY THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA ("AHA") WITHIN THE CHARITABLE AND PUBLIC PURPOSES. THE FORMS IN WHICH SUCH PURPOSES CAN BE ACHIEVED HAS ALSO BEEN EXPANDED TO SERVING AS A SPECIAL LIMITED PARTNER, LIMITED PARTNER OR SOLE OR MANAGING MEMBER IN LLCS.

BOARD COPY

Name of the organization

Employer identification number

ISLAND CITY DEVELOPMENT

47-2164827

FORM 990, PART III, LINE 1 - ORGANIZATION'S MISSION
=====

LOW-INCOME HOUSING.
THE CORPORATION WAS FORMED IN 2014 PRIMARILY TO ENGAGE IN ACQUIRING,
PROVIDING, DEVELOPING, LEASING, FINANCING, REHABILITATING, OWNING AND
OPERATING AFFORDABLE HOUSING FOR LOW AND MODERATE INCOME INDIVIDUALS
AND FAMILIES IN THE CITY OF ALAMEDA, CALIFORNIA.

BOARD COPY

Name of the organization

Employer identification number

ISLAND CITY DEVELOPMENT

47-2164827

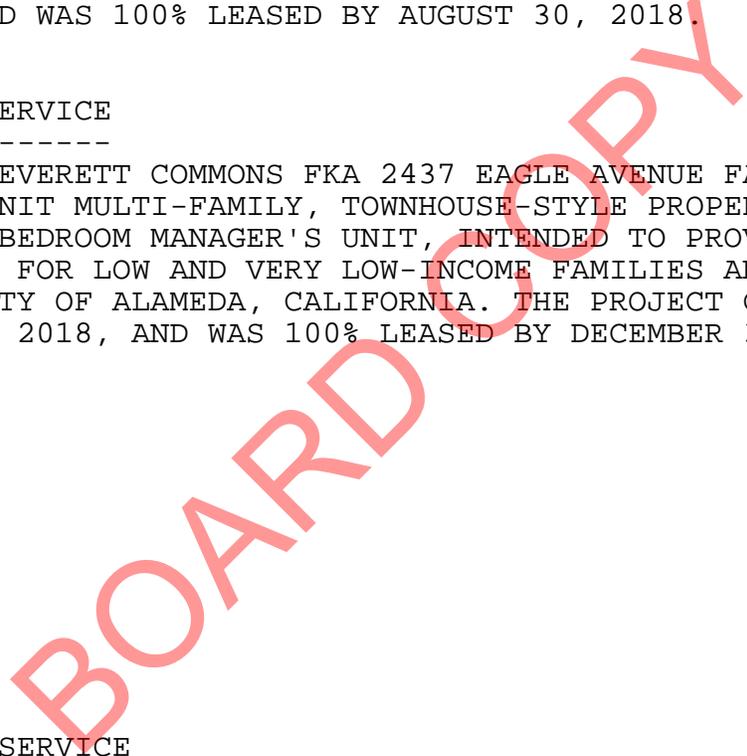
FORM 990, PART III - PROGRAM SERVICE
=====

LINE 4A, PROGRAM SERVICE

LITTLEJOHN COMMONS - LITTLEJOHN COMMONS, FKA DEL MONTE SENIOR HOUSING PROJECT, IS A 31-UNIT SENIOR RENTAL PROJECT CONSISTING OF 30 ONE-BEDROOM AND ONE TWO-BEDROOM MANAGER'S UNIT INTENDED TO PROVIDE AFFORDABLE HOUSING FOR LOW AND VERY LOW-INCOME SENIORS IN THE CITY OF ALAMEDA, CALIFORNIA. THE PROJECT WAS COMPLETED AS OF AUGUST 2, 2018, AND WAS 100% LEASED BY AUGUST 30, 2018.

LINE 4B, PROGRAM SERVICE

EVERETT COMMONS - EVERETT COMMONS FKA 2437 EAGLE AVENUE FAMILY PROJECT, IS A 20-UNIT MULTI-FAMILY, TOWNHOUSE-STYLE PROPERTY INCLUDING ONE TWO-BEDROOM MANAGER'S UNIT, INTENDED TO PROVIDE AFFORDABLE HOUSING FOR LOW AND VERY LOW-INCOME FAMILIES AND VETERANS IN THE CITY OF ALAMEDA, CALIFORNIA. THE PROJECT COMPLETED AS OF DECEMBER 17, 2018, AND WAS 100% LEASED BY DECEMBER 31, 2018.



LINE 4C, PROGRAM SERVICE

ROSEFIELD VILLAGE - THE ROSEFIELD VILLAGE PROJECT INCLUDES THE REDEVELOPMENT OF A 53-UNIT PROPERTY INTO 92 UNITS OF AFFORDABLE HOUSING FOR LOW-INCOME FAMILIES IN THE CITY OF ALAMEDA, CALIFORNIA. TAX CREDIT AND CONSTRUCTION FINANCING CLOSED IN AUGUST 2020. THE PROJECT WAS PLACED IN SERVICE IN 2022.

Name of the organization

Employer identification number

ISLAND CITY DEVELOPMENT

47-2164827

FORM 990, PART III, LINE 4D - OTHER PROGRAM SERVICES

DESCRIPTION	GRANTS	EXPENSES	REVENUE
SEE LINE 4D, SCH O DETAIL-NORTH HSG	NONE	NONE	NONE
SEE LINE 4E, SCH O DETAIL-OTHER	NONE	NONE	NONE
SEE LINE 4F, SCH O DETAIL-ESTUARY I	694,043.	NONE	NONE
SEE LINE 4G, SCH O DETAIL-LINNET CORNER	2,063,804.	58,761.	NONE
SEE LINE 4G, SCH O DETAIL-SHINSEI GDNS	NONE	NONE	NONE
TOTALS	2,757,847.	58,761.	NONE

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**SCHEDULE R
(Form 990)**

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

**Open to Public
Inspection**

Name of the organization

ISLAND CITY DEVELOPMENT

Employer identification number

47-2164827

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1) SEE SUPPLEMENTAL PAGE					
(2)					
(3)					
(4)					
(5)					
(6)					

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) ALAMEDA HOUSING AUTHORITY 94-6093048 701 ATLANTIC AVE ALAMEDA, CA 94501	HSG AUTHORITY	CA	GOV'T		N/A		X
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) (Rev. 12-2024)

PART I - IDENTIFICATION OF DISREGARDED ENTITIES

(A) NAME/ADDRESS/EIN	(B) PRIMARY ACTIVITY	(C) LEGAL DOMICILE	(D) TOTAL INCOME	(E) EOY ASSETS	(F) DIRECT CONTROL
2437 EAGLE AVENUE LLC		37-1852983 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	11,954.	49,441.	ICD
DEL MONTE SENIOR LLC		38-4009678 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	23,956.	341,294.	ICD
ROSEFIELD LLC		32-0583648 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	7,629.	3,151,663.	ICD
ICD MOSLEY LLC		88-2370668 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	NONE	NONE	ICD
ICD LAKEHURST LLC		88-1840815 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	1.	1,001.	ICD
ICD MABUHAY LLC		88-2412875 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	1.	1,001.	ICD
ICD SHINSEI LLC		99-1776820 701 ATLANTIC AVE		ALAMEDA, CA 94501	
	LOW-INC HSG	CA	697,008.	819,099.	ICD

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Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512 - 514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V - UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1) SEE SUPPLEMENTAL PAGE												
(2)												
(3)												
(4)												
(5)												
(6)												
(7)												

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

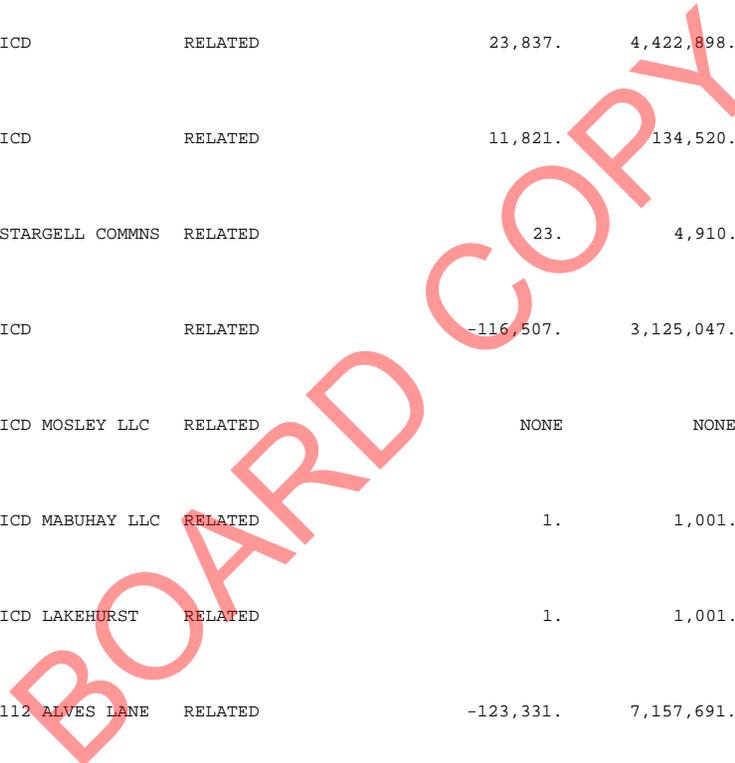
(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
(1)									
(2)									
(3)									
(4)									
(5)									
(6)									
(7)									

ISLAND CITY DEVELOPMENT

47-2164827

990 SCH R, PART III-IDENTIFICATION OF REL. ORG. TAXABLE AS PARTNERSHIP

(A) NAME/ADDRESS/EIN	B) PRIMARY ACTIVITY	(C) LEGAL DOMICILE	(D) DIRECT CONTROLLING	(E) PREDOMINANT INCOME	(F) SHARE OF TOT INCOME	(G) SHARE EOY	(H) DISPROPORTIONATE		(I) CODE V-UBI	(J) PARTNER		(K) % OWNERSHIP
							YES	NO		YES	NO	
SHERMAN & BVISTA LP 81-3540156 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD	RELATED	23,837.	4,422,898.		X	NONE	X		0.0100
EVERETT & EAGLE LP 37-1854574 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD	RELATED	11,821.	134,520.		X	NONE	X		0.0100
STARGELL COMMONS LP 47-3210229 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	STARGELL COMMNS	RELATED	23.	4,910.		X	NONE		X	0.1000
CONST & EAGLE LP 83-2961811 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD	RELATED	-116,507.	3,125,047.		X	NONE	X		0.0100
MOSLEY & MABUHAY LP 88-2394919 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD MOSLEY LLC	RELATED	NONE	NONE		X	NONE	X		0.0100
MABUHAY & LHURST LP 88-2433716 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD MABUHAY LLC	RELATED	1.	1,001.		X	NONE	X		0.0100
LKHURST & MOSLEY LP 88-2633882 701 ATLANTIC AVE ALAMEDA, CA 9	LOW-INC HSG	CA	ICD LAKEHURST	RELATED	1.	1,001.		X	NONE	X		0.0100
SHINSEI GDN APTS LP 26-1720210 2220 OXFORD STREET BERKELEY, C	LOW-INC HSG	CA	112 ALVES LANE	RELATED	-123,331.	7,157,691.		X	NONE		X	99.9900



Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)	X	
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)	X	
l Performance of services or membership or fundraising solicitations for related organization(s)	X	
m Performance of services or membership or fundraising solicitations by related organization(s)	X	
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
o Sharing of paid employees with related organization(s)	X	
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a - s)	(c) Amount involved	(d) Method of determining amount involved
(1) ALAMEDA HOUSING AUTHORITY	K, N	19,752,871.	COST
(2) ALAMEDA HOUSING AUTHORITY	M	300,000.	COST
(3) ALAMEDA HOUSING AUTHORITY	M	1,804,465.	COST
(4) ALAMEDA HOUSING AUTHORITY	O	736,404.	COST
(5) MAHUHAY AND LAKEHURST	E	777,860.	COST
(6) LAKEHURST AND MOSLEY	E	965,605.	COST

Part VI **Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512 - 514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V - UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
(11)													
(12)													
(13)													
(14)													
(15)													
(16)													

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Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R. See instructions.

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California Exempt Organization Annual Information Return

2024

199

Calendar Year 2024 or fiscal year beginning (mm/dd/yyyy) and ending (mm/dd/yyyy)
Corporation/Organization name ISLAND CITY DEVELOPMENT
California corporation number 3707008
FEIN 47-2164827
Street address (suite or room) 701 ATLANTIC AVENUE
City ALAMEDA
State CA
ZIP code 94501
Foreign country name Foreign province/state/county Foreign postal code

A First return
B Amended return
C IRC Section 4947(a)(1) trust
D Final information return?
E Check accounting method: (1) Cash (2) Accrual (3) Other
F Federal return filed? (1) 990T (2) 990PF (3) Sch H (990) (4) Other 990 series
G Is this a group filing?
H Is this organization in a group exemption

I Did the organization have any changes to its guidelines not reported to the FTB?
J If exempt under R&TC Section 23701d, has the organization engaged in political activities?
K Is the organization exempt under R&TC Section 23701g?
L Is the organization a limited liability company?
M Did the organization file Form 100 or Form 109 to report taxable income?
N Is the organization under audit by the IRS or has the IRS audited in a prior year?
O Is federal Form 1023/1024 pending?

Part I Complete Part I unless not required to file this form. See General Information B and C.

Table with 4 columns: Description, Line Number, Amount, and Balance Due. Rows include Receipts and Revenues (1-8), Expenses (9-10), Payments (11-16), Sign Here (Signature of officer: VANESSA COOPER, Title: PRESIDENT, Date: 11/15/2025, Telephone: (510) 747-4320), and Paid Preparer's Use Only (Firm's name: HOLTHOUSE CARLIN & VAN TRIGT LLP, Address: 15760 VENTURA BLVD. SUITE 1700, ENCINO, CA 91436, Telephone: 818-849-3140).

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1	1,788,539.00
	2	Interest	•	2	00
	3	Dividends	•	3	00
	4	Gross rents	•	4	00
	5	Gross royalties	•	5	00
	6	Gross amount received from sale of assets (See instructions)	•	6	00
	7	Other income. Attach schedule STMT. 1.	•	7	68,682.00
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1		8	1,857,221.00
Expenses and Disbursements	9	Contributions, gifts, grants, and similar amounts paid. Attach schedule STMT. 2.	•	9	00
	10	Disbursements to or for members	•	10	00
	11	Compensation of officers, directors, and trustees. Attach schedule. STMT. 3.	•	11	00
	12	Other salaries and wages	•	12	00
	13	Interest	•	13	00
	14	Taxes	•	14	00
	15	Rents	•	15	00
	16	Depreciation and depletion (See instructions).	•	16	00
	17	Other expenses and disbursements. Attach schedule STMT. 4.	•	17	372,142.00
	18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9		18	372,142.00

Schedule L Balance Sheet	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		1,874,014.		2,207,343.
2 Net accounts receivable		40,014.		155,817.
3 Net notes receivable		2,287,350.		5,045,197.
4 Inventories				
5 Federal and state government obligations				
6 Investments in other bonds				
7 Investments in stock.				
8 Mortgage loans				
9 Other investments. Attach schedule				
10 a Depreciable assets				
b Less accumulated depreciation				
11 Land				
12 Other assets. Attach schedule STMT 5		7,770,710.		7,569,201.
13 Total assets		11,972,088.		14,977,558.
Liabilities and net worth				
14 Accounts payable		164,837.		75,528.
15 Contributions, gifts, or grants payable				
16 Bonds and notes payable				
17 Mortgages payable				
18 Other liabilities. Attach schedule STMT 6		8,202,612.		7,054,465.
19 Capital stock or principal fund				
20 Paid-in or capital surplus. Attach reconciliation STMT 7		3,604,639.		7,847,565.
21 Retained earnings or income fund				
22 Total liabilities and net worth		11,972,088.		14,977,558.

Schedule M-1 Reconciliation of income per books with income per return			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	4,242,926.	
2	Federal income tax		
3	Excess of capital losses over capital gains		
4	Income not recorded on books this year. Attach schedule		
5	Expenses recorded on books this year not deducted in this return. Attach schedule.		
6	Total. Add line 1 through line 5	4,242,926.	
7	Income recorded on books this year not included in this return. Attach schedule		
8	Deductions in this return not charged against book income this year. Attach schedule		
9	Total. Add line 7 and line 8		
10	Net income per return. Subtract line 9 from line 6		4,242,926.

PART II - OTHER INCOME

=====

EQUITY IN EARNINGS (LOSS) ON INVESTMENTS	-323.
INVESTMENT INCOME	69,005.

TOTAL OTHER INCOME	68,682.
	=====

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CONTRIBUTIONS, GIFTS, GRANTS, AND SIMILAR AMOUNT PAID

=====

GRANTS PAID

NONE

TOTAL CONTRIBUTIONS, GIFTS, GRANTS, & SIMILAR AMOUNT PAID

NONE

=====

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COMPENSATION OF OFFICERS, DIRECTORS, AND TRUSTEES

NAME	TITLE	COMPENSATION
VANESSA COOPER	PRESIDENT	NONE
ALICIA SOUTHERN	SECRETARY/TREASURER	NONE
CARLY GROB	VICE PRESIDENT	NONE
TOTAL COMPENSATION OF OFFICERS, DIRECTORS, AND TRUSTEES		NONE

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PART II - OTHER EXPENSES

=====

DEVELOPMENT CONSULTING	300,000.
STATE TAXES	290.
HOUSING INSPECTION	8,000.
BANK CHARGES	11,905.
MISC PROGRAM EXP	5,121.
LEGAL EXPENSES	33,735.
ACCOUNTING EXPENSE	13,091.

TOTAL OTHER EXPENSE	-----	372,142.
	=====	

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SCHEDULE L - OTHER ASSETS

=====

DESCRIPTION -----	BEG. OF YEAR -----	END OF YEAR -----
CONSTRUCTION IN PROGRESS	7,780,757.	4,529,294.
DEVELOPER FEE RECEIVABLE	2,435,000.	5,460,670.
INVESTMENT IN AFFILIATES	-2,450,647.	-2,431,163.
DUE FROM AFFILIATES	5,600.	10,400.
	-----	-----
TOTAL OTHER ASSETS	7,770,710.	7,569,201.
	=====	=====

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SCHEDULE L - OTHER LIABILITIES

=====

CORPORATE NAME: ISLAND CITY DEVELOPMENT
 EIN OF BUSINESS: 47-2164827

DESCRIPTION	BEGINNING OF YEAR	END OF YEAR
-----	-----	-----
AHA PROPERTY LOAN	7,500,000.	5,250,000.
ACCRUED DEVELOPER FEE	702,612.	1,804,465.
DUE TO/FROM AFFILIATES	NONE	NONE
	-----	-----
TOTAL CORPORATION OTHER LIABILITIES	8,202,612.	7,054,465.
	=====	=====
	-----	-----
TOTAL OTHER LIABILITY	8,202,612.	7,054,465.
	=====	=====

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SCHEDULE L - PAID-IN OR CAPITAL SURPLUS

=====

DESCRIPTION -----	BEG. OF YEAR -----	END OF YEAR -----
UNRESTRICTED NET ASSETS	3,604,639.	7,847,565.
TOTAL PAID-IN OR CAPITAL SURPLUS	3,604,639.	7,847,565.
	=====	=====

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MAIL TO:
Registry of Charities and Fundraisers
P.O. Box 903447
Sacramento, CA 94203-4470

STREET ADDRESS:
1300 I Street
Sacramento, CA 95814

WEBSITE ADDRESS:
www.oag.ca.gov/charities

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

**Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-307, and 310**

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties. Revenue & Taxation Code section 23703; Government Code section 12586.1. IRS extensions will be honored.

(For Registry Use Only)

<p><u>ISLAND CITY DEVELOPMENT</u> Name of Organization</p> <hr/> <p>List all DBAs and names the organization uses or has used</p> <p><u>701 ATLANTIC AVENUE</u> Address (Number and Street)</p> <p><u>ALAMEDA CA 94501</u> City or Town, State, and ZIP Code</p> <p><u>(510) 747-4300</u> <u>LSO@ALAMEDAHSG.ORG</u> Telephone Number Email Address</p>	<p>Check if:</p> <p><input type="checkbox"/> Change of address</p> <p><input type="checkbox"/> Amended report</p> <p><input type="checkbox"/> Organization requests email notifications</p> <hr/> <p>State Charity Registration Number <u>CT0240082</u></p> <p>Corporate or Organization No. <u>3707008</u></p> <p>Federal Employer ID No. <u>47-2164827</u></p>
--	---

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, and 310)
Make Check Payable to Department of Justice

Total Revenue	Fee	Total Revenue	Fee	Total Revenue	Fee
Less than \$50,000	\$25	Between \$250,001 and \$1 million	\$100	Between \$20,000,001 and \$100 million	\$800
Between \$50,000 and \$100,000	\$50	Between \$1,000,001 and \$5 million	\$200	Between \$100,000,001 and \$500 million	\$1,000
Between \$100,001 and \$250,000	\$75	Between \$5,000,001 and \$20 million	\$400	Greater than \$500 million	\$1,200

PART A - ACTIVITIES

For your most recent full accounting period (beginning 01/01/2024 ending 12/31/2024) list:

Total Revenue \$ (including noncash contributions) 4,615,068. **Noncash Contributions \$** NONE **Total Assets \$** 14,977,558.

Program Expenses \$ NONE **Total Expenses \$** 372,142.

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: All questions must be answered. If you answer "yes" to any of the questions below, you must attach a separate page providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof, either directly or with an entity in which any such officer, director or trustee had any financial interest?		X
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?		X
3. During this reporting period, were any organization funds used to pay any penalty, fine or judgment?		X
4. During this reporting period, were the services of a commercial fundraiser, fundraising counsel for charitable purposes, or commercial coventurer used?		X
5. During this reporting period, did the organization receive any governmental funding? STMT 1	X	
6. During this reporting period, did the organization hold a raffle for charitable purposes?		X
7. Does the organization conduct a vehicle donation program?		X
8. Did the organization conduct an independent audit and prepare audited financial statements in accordance with generally accepted accounting principles for this reporting period?	X	
9. At the end of this reporting period, did the organization hold restricted net assets, while reporting negative unrestricted net assets?		X

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, the content is true, correct and complete, and I am authorized to sign.

<u>VANESSA COOPER</u>	<u>PRESIDENT</u>	<u>11/15/2025</u>
Signature of Authorized Agent	Printed Name	Title
		Date

**ISLAND CITY DEVELOPMENT**

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Approve corrections to Closed Session Captions on the March 19, 2025 and September 17, 2025 Agenda to comply with the Brown Act; Approve revisions to minutes for the meeting dated March 19, 2025 to correct Closed Session Captions to comply with the Brown Act; and Authorize the Board Chair and Secretary to sign the revised minutes for March 19, 2025 meeting reflecting the correction to Closed Session Captions.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) is a public body that is subject to the Ralph M. Brown Act (California Government Code Section 54950 et seq.) (“Brown Act”). The Brown Act ensures public access to meetings of state and local governments. Consistent with that right, the Housing Authority values transparency and protects the public’s right of access to information concerning AHA business. Island City Development, a nonprofit, complies with the Brown Act.

Closed Sessions are portions of meetings conducted in private without the attendance of the public or press. They are permitted under the Brown Act for specified purposes as part of a regular or special meeting, and during an emergency meeting, under certain circumstances.

Permissible Closed Sessions under the Brown Act, include, but are not limited to, (i) conference with real property negotiators to discuss price and terms of payment, (ii) conference with legal counsel regarding potential or actual litigation, (iii) threat to public services or facilities, (iv) appointment, employment, evaluation of performance, discipline, or dismissal of a public employee; and (v) conference with Labor Negotiators.

DISCUSSION

Island City Development, in consultation with its Counsel, conducted an internal review of 2025 agendas and minutes to identify any unintentional errors in Closed Session captions. The review confirmed the unintentional errors in Closed Session captions in the meeting agendas for March 19, 2025 and September 17, 2025 and minutes for March 19, 2025. A table is attached showing the published Closed Session caption and the proposed corrections to the closed session captions.

No action was taken on any of the items identified in the attached table of corrections.



In order to prevent unintentional Closed Session caption errors from occurring on future agendas, Counsel has provided staff with additional guidance and Counsel will be providing all future Closed Session captions. A written protocol is being created, and Staff and Counsel will also undertake its review of agendas and minutes on a much earlier timeline than previously followed. The annual Brown Act training will be held in early 2026 for all Staff and Board members.

The proposed corrections are in no way an admission by the Board of any violation of the Brown Act.

This memo was reviewed by General Counsel.

FISCAL IMPACT

None

CEQA

Not Applicable

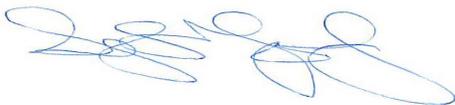
RECOMMENDATION

Approve corrections to Closed Session Captions on the March 19, 2025 and September 17, 2025 Agenda to comply with the Brown Act; Approve revisions to minutes for the meeting dated March 19, 2025 to correct Closed Session Captions to comply with the Brown Act; and Authorize the Board Chair and Secretary to sign the revised minutes for March 19, 2025 meeting reflecting the correction to Closed Session Captions.

ATTACHMENTS

1. ICD Agenda Caption Corrections

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

Attachment 1: Changes to captions for ICD Board closed session January 1-September 30 2025

ICD	<u>Published Caption</u>	<u>Revised Caption</u>
3/19/25	<p>4.A. Conference with Real Property Negotiations (Government Code§ 54956.8) Property: 500-520 Mosely and 2000 Lakehurst Circle, and remainder, Alameda, CA 94501, APN 074-0905-012-09, Portion of 074-0905-010-12 and Portion 074-0905-010-03, 074-1384-1, 174-1384-2, 074-1384-4, 074-1384-5 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.</p>	<p>4 .A. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation [Pursuant to Government Code§ 54956.9 (d)(2)] Number of Cases: One No action taken in closed session Item approved as 6B on public regular agenda 3/19/25</p>
9/17/25	<p><u>Published Caption</u> 3.A. Conference with Real Property Negotiations (Government Code§ 54956.8) Property: 2437 Eagle Avenue, Alameda, CA 94501, APN: 70-193-11 Agency Negotiation: Vanessa Cooper, Executive Director, Nancy Gerardin, Director of Portfolio Operations, Joseph Nagel, Senior Construction Project Manager, Ani Ryder, Sylvia Martinez, Director of Housing Development, Negotiating Parties: Housing Authority of the City of Alameda Under Negotiation: Potential litigation</p>	<p><u>Revised Caption</u> 3.A. Conference with Legal Counsel -Anticipated Litigation: Significant exposure to litigation pursuant to subdivision (d)(4) of Government Code Section 54956.9: One potential case No action taken in closed session Item accepted as 4C on public consent agenda on 11/19/25</p>



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Accept the Reappointment of Board Member Carly Grob for a Term Commencing on November 19, 2025, and Ending on November 19, 2027.

BACKGROUND

Island City Development was formed as a public benefit corporation for the purpose of developing and operating affordable housing in the City of Alameda in 2014. Section 5.6 of the amended and restated bylaws of Island City Development authorizes the Housing Authority of the City of Alameda (AHA) Executive Director to appoint Directors to the Board as follows:

Appointment and qualifications of Directors. Subject to sections 5.9 and 5.10 below and as set forth below, the initial directors shall be appointed by the AHA's Board of Commissioners and all subsequent directors shall be appointed by the Executive Director of AHA. The Executive Director of AHA shall appoint a director meeting the following criteria (each a "Designated Director"):

- (a) A current Housing Authority of the City of Alameda Commissioner*
- (b) The current Executive Director of the Housing Authority of the City of Alameda; and*
- (c) A current or past employee of the Housing Authority of the City of Alameda.*

Section 5.7 of the Amended and restated bylaws of Island City Development Authorize the Housing Authority Executive Director to reappoint Directors to the Board as follows:

Term. The initial directors of the Corporation shall serve for a term beginning on the date on which the Articles of Incorporation are filed with the Secretary of State and ending two (2) years from the date of filing. At such a time and thereafter, the Executive Director of AHA shall appoint successor directors to serve as directors of the Board for a term of two (2) years.

DISCUSSION

In November of 2024, Island City Development Director Carly Grob, appointed by the Executive Director of the Housing Authority, reached the end of their two-year term. Pursuant to Section 5.7 of the amended and restated bylaws of Island City Development, the Executive Director of the Housing Authority is authorized to reappoint directors serving for a two-year



term. Carly Grob is a current Housing Authority of the City of Alameda Commissioner and thus meets the qualifications and criteria to be a director. The Executive Director serves by virtue of her position, and re-appoints the following director to a new two-year term:

- Director Carly Grob - Commencing on November 19, 2025 and ending November 19, 2027

Agenda items presented to the Board of Directors of Island City Development in April 2025 and May 2025 are proposed to be approved on this agenda as item numbers 5.E - 5.S.

This memo was reviewed by General Counsel.

FISCAL IMPACT

None

CEQA

N/A

RECOMMENDATION

Accept the Reappointment of Board Member Carly Grob for a Term Commencing on November 19, 2025, and Ending on November 19, 2027.

ATTACHMENTS

1. 2025-11-19 Reappointment ICD Board Director Grob

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



Island City Development

Fax: (510)-522-7848

TTY/TRS: 711

701 Atlantic Avenue | Alameda, CA 94501

November 19, 2025

Dear Island City Development Board of Directors,

I hereby reappoint Carly Grob as Director of the Board of Island City Development for a two-year term ending November 19, 2027.

Section 5.7 of the Bylaws of Island City Development authorize the Housing Authority Executive Director to reappoint Directors to the Board as follows:

Term. The initial directors of the Corporation shall serve for a term beginning on the date on which the Articles of Incorporation are filed with the Secretary of State and ending two (2) years from the date of filing at such time and thereafter, the Executive Director of AHA shall appoint successor directors to serve as directors of the Board for a term of two (2) years.

Thank you for your continued service to the Board of Island City Development. Please do not hesitate to contact me if you have any questions.

Regards,

DocuSigned by:


5AFA57239EC2484...

Vanessa Cooper

Executive Director

Housing Authority of the City of Alameda



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Ratify and Approve All Items Approved by the Board of Directors at the April 16, 2025 ICD Special Board of Directors Meeting

BACKGROUND

See item 5.D. for background.

DISCUSSION

Items approved by the Board in the period April and May of 2025 are being brought back to the Board to be ratified and approved to meet legal requirements. The minutes for March will not be ratified in this action as they are addressed in sub-item 5.E on the November 19, 2025 agenda. All other agenda items were informational items only and will be ratified and approved as one vote.

FISCAL IMPACT

N/A

CEQA

Not applicable

RECOMMENDATION

Ratify and Approve All Items Approved by the Board of Directors at the April 16, 2025 ICD Special Board of Directors Meeting

ATTACHMENTS

1. Special ICD Board of Directors Meeting - April 16, 2025 Agenda Packet

Respectfully submitted,

Sylvia Martinez, Director of Housing Development







ISLAND CITY DEVELOPMENT AGENDA

AGENDA **SPECIAL MEETING OF ISLAND CITY DEVELOPMENT**

DATE & TIME **Wednesday, April 16, 2025 - 6:15 PM**

LOCATION

703 Atlantic Avenue, Alameda, CA 94501 - Ruth Rambeau Memorial Community Room

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

To Attend In-Person -

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

To Join Zoom Meeting -

<https://us06web.zoom.us/j/82617583123?pwd=BM3TenEVxEayocip8V0NHIZ9Qi0nYb.1>

Meeting ID: 826 1758 3123

Passcode: 406791

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 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. 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. CONSENT CALENDAR (Action)
 - A. Approve Minutes of the Regular Board of Directors Meeting held on March 19, 2025.
 - 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 a Report for The Poplar (2615 Eagle Avenue) and Presentation from TWM Architects + Planners.
5. NEW BUSINESS
6. NON-AGENDA (Public Comment)
7. WRITTEN COMMUNICATIONS
8. ORAL COMMUNICATIONS – BOARD MEMBERS AND STAFF
9. ADJOURNMENT

.....

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. 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

Regular Meeting, March 19, 2025

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 6:15 PM. The following Board members were present: Director Vanessa Cooper, Director Alicia Southern, and Director Carly Grob; quorum established. Staff in attendance: Jasmine Polar, Paris Howze, Jenny Wong, Sarah Raskin, Steven Zhao, Sylvia Martinez, Ron Babiera, Stacey Wilson, Tonya Schuler-Cummins, 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. CLOSED SESSION – **Director Cooper adjourned to Closed Session at 6:16 PM.**

A. **Conference with Real Property Negotiations**

(Government Code § 54956.8)

Property: 2000 Lakehurst Circle, Alameda, CA 94501, APN 074-0905-012-09.

Agency Negotiation: Vanessa Cooper, Executive Director, Tonya Schuler-Cummins, Director of Data and Policy, Adrian Guerra, Legal Counsel

Negotiating Parties: Mabuhay and Lakehurst LP

Under Negotiation: Price and terms payment



Director Cooper adjourned Closed Session at 6:26 PM.

Announcement of Action Taken in Closed Session, if any:

Informal action was taken. During Closed Session the Board discussed Item 4A and the Board gave staff direction.

5. CONSENT CALENDAR (Action)

- A. Approve the Minutes of the Special ICD Board Meeting on February 19, 2025.
- 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 an Updated Fee Schedule for Third Party Real Estate Transactions.

Director Southern motioned to accept Consent Calendar items 5A-5E; Director Grob seconded. A call for all in favor, the motion passed unanimously.

6. NEW BUSINESS

- A. Accept Update on a Potential Change Order with J.H. Fitzmaurice Not to Exceed \$3,000,000 for North Housing Soil Offhaul Costs.
- B. Approve Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$2,769,519.07 between the Housing Authority of the City of Alameda and Lakehurst and Mosley LP and Amendment No. 1 to a Consultant Services Agreement Not to Exceed \$6,639,696.14 between the Housing Authority of the City of Alameda and Mabuhay and Lakehurst LP, and Approve a Consultant Services Agreement Not to Exceed \$2,141,922.79 between the Housing Authority of the City of Alameda and Mosely and Mabuhay LP for North Housing Block A Master Development Work.

Staff S. Martinez presented items 6A and 6B as one item. Item 6A did not require action from the Board.

Director Grob moved to accept item 6A. Director Southern seconded. A call for all in favor, the motion passed unanimously.

Item 6B asks the Board to: approve an amendment for the Consultant Services Agreement between AHA and Lakehurst and Mosley LP, the LP for The Estuary I; approve an amendment for the Consultant Services Agreement between AHA and Mabuhay and Lakehurst LP, the LP for Linnet Corner; and to approve a Consultant Services Agreement between AHA and Mosley and Mabuhay LP, the LP for the Estuary II.

Staff S. Martinez clarified that the Consultant Services Agreements



are Reimbursement Agreements between AHA and the North Housing LPs, that are split on a pro rata basis.

Director Grob moved to accept item 6A; Director Southern seconded. A call for all in favor, the motion passed unanimously.

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

Director Cooper announced that there will be more information about the leasing process for the Estuary I and Linnet Corner at the next Board of Directors meeting.

10. ADJOURNMENT

Director Cooper adjourned the meeting at 6:30 PM.





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: April 16, 2025

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 March 31, 2025, is approximately 90%. All units have been completed and are receiving appliances at the end of the month and will continue to have contractor punch walks. The AHA team and the General Contractor, JH Fitzmaurice (JHF), completed the pre-punch walk in March that identified common fixes and adjustments to finished units that would be carried out across the remaining units. The lobby started its tiling installation prep. Office spaces have complete finishes and doors with hardware installed. Pavers have been placed in the courtyard along with sidewalks, curbs and gutters on the south side of the building. Bioretention work and the north-side exterior work for cement pours and landscaping will continue throughout the month. Closed Circuit Television (CCTV) cameras and the live guard, patrolling the site after hours and on weekends, provide security at the site as JH Fitzmaurice (JHF) continues to make good construction progress. The project received its green tag and clear for construction status, which allows Alameda Municipal Power to schedule and install individual meters at the site, bringing the project even closer to full energization. Currently, there are 38 rain days (the project budgeted 24 rain delay days) which were used due to the rain's impact onsite and offsite work.. The interiors are on or ahead of schedule. At this time, the GC still



anticipates early completion despite the rain delays, so long as electrical and elevator trades move forward on time. Staff are tracking this and continue to monitor delays, weather, and project schedule to consider if acceleration would be needed to finish on time. There is an allowance reserved for site work acceleration if needed. Temporary certificate of occupancy (TCO) is dependent on the completion of specific offsite scopes which staff are tracking.

April's active construction activities include: installation of corridor flooring and tiling, remaining doors and door hardware, electrical lighting fixtures in hallways, punch walk fixes on interior units, appliance delivery and installation, flooring and tile in community spaces, painting of community and office spaces, continuing excavation and installation of bio-retention areas and drains, exterior courtyard and pathway work on the west and north elevations, pet relief area installation, and irrigation and topsoil delivery. The AHA team looks to have final punch walks for interiors in early May. Interior and exterior work this month is moving forward according to schedule.

No new change orders have been approved over the past month, keeping the total approved change orders to \$427,181. An 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 23.8% of the owner's hard cost contingency and a General Contractor's contingency combined.

The total projected use of owner contingency (including General Contractor's Contingency and soft cost savings) is 74.5%. This includes conservative soil off haul estimates. Only the Executive Director can approve additional costs to the contract and staff closely review all prospective change orders at the site. All supplies needed to finish the project have been bought out so there is not expected to be a significant impact from the recently announced tariffs.

Operation and Lease Up Activities

Staff are working with cross-agency departments and external partners to prepare the project for leasing and operations in 2025. Weekly all-hands meetings and task coordination have begun and will continue throughout the projects lease up and transition to property operations. This month, the team walked through the office spaces to allocate rooms for leasing effort logistics.

All units will be filled from referrals – there are no units open to the general public at Estuary I and 40 of the 44 units will also receive Project-based vouchers (PBV). FPI Management staff are on board working on lease-up reviews as of 4/1/2025. As of March 31st, AHA has received eight referrals from the Alameda County Coordinated Entry System (CES) and has scheduled six interviews for the first week of April. Focus is continued on finalizing the Memorandum of Understanding with the County of Alameda for referrals from the CES, finalizing lease-up and operating budgets, and executing contracts with property management (FPI) and services (Building Futures). All units are leased fully furnished. Furnishings for units have been ordered, and model units will be set up for viewing during pre-leasing activities and move-ins.



FISCAL IMPACT

AHA and ICD have completion and lease up guarantees on this development. The construction is currently trending a few weeks early and is 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_Estuary I Photo updates 04.16.2025
2. Att2_Est I Monthly Budget Report 04.16.2025

Respectfully submitted,

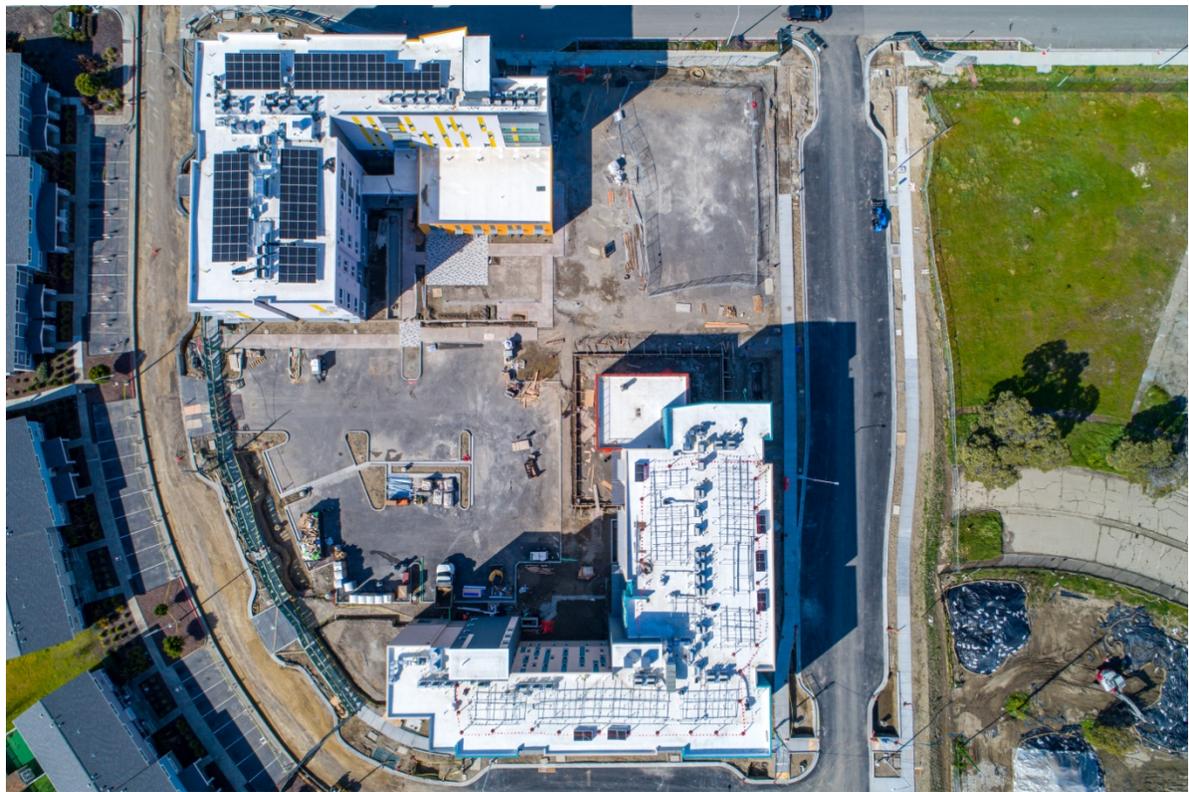


With support from Neil Saxby, Renew Urban, Consultant
Jocelyn Layte, Acting Associate Project Manager

The Estuary I Progress Photos March 2025



Aerial photo looking south showing the northern and western elevation exterior walls.



Aerial view looking down on NH Block A showing roof tops and exterior grading work.



Corridor lighting fixtures have gone in.



Unit Pre Punch walks were completed in March.



Exterior courtyard cement pours, pathways, pavers and bioretention areas were installed.

The Estuary I
Monthly Update - as of March 31 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$2,461,115	\$2,444,510	99%	\$16,605
Hard Costs	\$28,906,749	\$19,491,661	67%	\$9,415,089
Soft Costs	\$11,597,407	\$3,658,956	32%	\$7,938,451
Total	\$42,965,271	\$25,595,126	60%	\$17,370,145

General Contract Status	
Total Contract Value	\$24,898,007
Change Orders	\$427,181
Revised Contract Value	\$25,325,188
Value of Work Completed to Date	\$22,745,160
Retention Withheld	\$2,223,146
Amount Paid to Date	\$20,522,013
Balance to Finish less retention	\$2,580,028
% Construction Complete	90%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,394,525	\$250,000
Approved Change Orders to Date	\$427,181	
Remaining Balance of Contingency	\$967,344	\$250,000
% of Contingency Used	31%	0%
Anticipated Soil Off-Haul Costs	\$687,700	
Remaining Balance of Contingency	\$279,644	
Projected Use of Contingency	\$967,344	
Remaining Balance After Projected Use	\$0	
% of Contingency Projected	100%	



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: April 16, 2025

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 unit 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 or currently 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 March 31, 2025, is approximately 85%. This month’s construction activities included installation of PTAC heating/cooling appliances at all units, installation of blinds at all units, completion of corridor painting at all units, installation of bathroom flooring at all units, as well as installation of wire shelving at all units. Additionally, elevator installation of both carts has been completed and the switchgear has been installed and received its green tag approval from Alameda Municipal Power to start meter installation.

The project currently has 17 rain delays, attributable to the rain's impact on sitework and offsite items. The interiors are on or ahead of schedule. At this time, the General Contractor



(GC) still anticipates early completions despite the rain delays so long as electrical and elevator trades move forward on time. Staff is reserving an allowance for sitework acceleration if needed.

Change orders over the past month totaled \$0, keeping the total approved change orders at \$466,247. Owner contingency funds are held separately from the contract. Executed change orders have utilized 27% of the available hard cost contingency. Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff closely review all prospective change orders at the site. Staff are also tracking soft cost savings and the use of contingencies, which can also be applied to hard cost uses later in the project's cycle.

Additional funding update:

The project applied to The Home Depot Foundations Grant Program with awards anticipated to be announced in May. If awarded, funds will be used to offset project costs by \$200,000.

Deferred Developer Fee:

At the time of construction loan closing in March 2023, the project anticipated approximately \$3.7 million in permit and impact fees and an 8.50% interest rate. Since then, the project has realized a \$1.2M reduction in permit and impact fees, and is projecting \$650k in interest fee savings due to a slightly reduced interest rate environment (the interest rate has fluctuated down to 7.42% on average). However, staff continue to watch the recent economic changes for potential interest changes. All supplies needed to finish the project have been bought out so there is not expected to be a significant impact from the recently announced tariffs. The project is also anticipating to spend less than the available hard and soft cost contingency on typical line items.

However, Linnet Corner is bearing a significant portion of the anticipated soil-off haul costs, which may reduce the amount of eligible basis, and thus reduce the equity investment from the tax credit limited partner, resulting in a considerable gap. The majority of the gap will be filled by an additional \$1.7 million in deferred fees. However, using conservative estimates, staff calculate that the worst-case scenario may require an additional infusion of funds as equity from AHA in 2026, at the project's conversion. This will help support the future payout of the developer fee and allow the closing of the permanent financing. This is being watched closely. If necessary, Staff will return to the Board in 2026 to request the additional funds.

There are multiple factors that could reduce the need for AHA funds. The Home Depot grant could benefit the project and additional cost savings beyond the current conservative estimates could be realized. A swift lease up could reduce the time to conversion and lower interest costs. If fully leased, the project could use income from operations to fund the gap for part of this and reduce the need for more of ICD or AHA funds.

At the time of closing, the project was expected to defer \$1,284,044 of developer fees which was projected to be paid off by year 12. The project must pay off the deferred fee by year 15 or the owner must contribute the funds to the project. After year 15, the deferred fee is no longer a preferred payment, and other funders will take a significant part of the cash flow. For this reason, staff are working diligently to reduce any need for ICD/AHA cash flow or extra deferred fees.



Draw Down Schedule:

Linnet Corner, like many affordable projects, relied heavily on soft loans at the beginning of the project, and then went into a longer phase of relying on its construction loan to pay each month's draw costs. For the final six months of construction, however, it has \$9.5 million of equity available to use for paying draws. This structure was planned all along and was agreed to by all parties, and is fairly common for 4% tax credit transactions. The main benefit of using equity for monthly draws is to save on interest. The current month's interest rate is 6.71%, versus the original projection of 8.50%, which means that we are saving on interest now. However, keeping the outstanding balance low by using the equity will continue to save on interest expense. A rough estimate of the interest saved is \$200,000.

It is estimated that for about seven months of draws (May through November), including the retention draw, we will use limited partner equity. After those payments, the project will shift back to using its construction loan resources for the final interest carry until stabilization in fall 2026. Staff have reviewed these proposed uses of the different sources with the lenders, and they support the proposed plan. Estuary I does not have any early equity funds available and will continue to rely on its construction loan for monthly draws.

Operation and Lease-Up Activities:

Starting in January 2025, staff worked across agency departments and with external partners to prepare Linnet Corner for lease-up commencement in April 2025. The team has initiated a weekly all-hands meeting to coordinate the deliverables required for a smooth lease-up and transition to property management upon commencement of operations. Linnet Corner's lease-up will utilize a combination of three different sources to lease its 63 units (excluding the manager's unit):

1. CES units: 16 one bed and studio units are reserved for un-housed, disabled senior veterans referred by Alameda County Health Services Agency's (HCSA) Coordinated Entry System (CES) or through other social services agencies. These units all have Project-Based Vouchers (PBVs). Referrals from CES are expected soon. An interest list has also been stated in case CES is unable to provide 16 referrals.
2. PBV units: 24 one bed and studio units will be filled through AHA's existing Project-Based Voucher (PBV) waitlist; lease-up will begin in May for these units, and
3. Lottery Units: 23 studio units will be filled through a public lottery for the units not tied to a subsidy nor CES. The application period for the 23 units leased through a public lottery was opened on April 4, 2025, and will close on April 18, 2025. Links to the application will be made available on Linnet Corner's new leasing website at www.linnetcorner.com.

Outreach efforts for both the public lottery and units reserved for veterans have included social media campaigns and lease-up presentations at city board meetings and community organizations in Alameda. To conduct leasing activities, property management staff have temporarily moved into AHA's offices to intake applications and coordinate with AHA's Housing Programs Department for a seamless review period. Eligibility and compliance verification will be ongoing through the start of move-ins with all eligible residents anticipated to be identified upon receipt of temporary certificate of occupancy (TCO) at the end of September.



Staff also continues to work closely with agency departments on the finalization of first year operating budgets, lease-up agreements, property operations contracts, and supportive services contracts.

FISCAL IMPACT

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time, and may deliver one month early, weather permitting. At this time, any cost overruns are covered by contingency, savings, and deferred developer fees. Linnet Corner is a 4% tax credit project which is reliant on basis-eligible costs for part of its financing. In a conservative scenario, the project may lose tax credit equity because of the changes during construction (including the soil offhaul cost, basis-eligible cost savings, and interest savings due to lower interest rates). This loss will be covered by cost savings, and also by additional deferred developer fee. The project has a \$3 million developer fee in total of which \$1,295,000 was deferred at closing. The maximum additional deferred fee is \$1,705,000. Staff will continue to review and come back to the Board if additional ICD or AHA funding is needed.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner.

ATTACHMENTS

1. 25_04_Linnet Corner - Budget Tracking
2. 25_04_Linnet Corner - Progress Photos

Respectfully submitted,



Paris Howze, Project Manager

Linnet Corner
Monthly Update - as of March 31, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,338	82%	\$114,526
Hard Costs	\$36,513,061	\$25,740,398	70%	\$10,772,663
Soft Costs	\$16,118,331	\$4,608,745	29%	\$11,509,586
Total	\$53,272,256	\$30,875,481	58%	\$22,396,775

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	\$466,247
Revised Contract Value	\$30,027,754
Value of Work Completed to Date	\$25,409,183
Retention Withheld	\$2,481,087
Amount Paid to Date	\$22,928,096
Balance to Finish	\$7,099,658
% Construction Complete	85%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$466,247	(\$50,686)
Remaining Balance of Contingency	\$1,272,470	\$500,686
% of Contingency Used	27%	111%
Anticipated Master Plan Costs	\$573,433	
Projected Use of Contingency	\$699,037	
Remaining Balance of Contingency	\$0	
% of Contingency Projected	100%	

Linnet Corner
Progress Photos
(March 31, 2025)



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



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

Linnet Corner
Progress Photos
(March 31, 2025)



Figure 3: View from Mosley and Mabuhay Avenue



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

Linnet Corner
Progress Photos
(March 31, 2025)



Figure 5: Wire shelving within unit closets

Linnet Corner
Progress Photos
(March 31, 2025)



Figure 6: Elevator Installation

Linnet Corner
Progress Photos
(March 31, 2025)



Figure 7: Blinds and PTAC installation in Units



ISLAND CITY DEVELOPMENT

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

ITEM 4.D

To: Board of Directors
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: April 16, 2025

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 to North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvement 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 latter of the two housing projects' expected completion date. To date, the project has received 30 rain delay day notices (the contract only provided for 20). Despite these notices, the GC still anticipates early completion by July 2025. In order to achieve a Temporary Certificate of Occupancy (TCO) on Estuary I and Linnet Corner, portions of the offsite work must be completed on time with those projects' intended TCO dates. Staff are tracking this and continue to monitor delays, weather, and project schedule to consider if acceleration would be needed to finish on time. There is an allowance reserved for site work acceleration if needed.

The contracted value for the offsite improvements is budgeted in each of the housing developments at Block A and funding was approved by the Board of Commissioners in December 2023. The contractor's contingency of \$150,000 in the contract is 99% used and expected to be 100% used.. Staff anticipate that the contract contingency will be fully used.

The Board approved an additional \$450,000 in owner's contingency, and in March 2025, approved up to amount of \$3 million in budget authority for the soil offhaul. Use of the owner's contingency or soil offhaul budget authority are included pro rata in the contingency



trackers of Estuary I, Linnet Corner, and Estuary II.

The City of Alameda has approved a phasing plan so that appropriate levels of offsite completion are delivered with Estuary I, with the remainder completed concurrent with Linnet Corner, to allow certificates of completion for the earlier project.

Timeline: February 2024 to October 2025.

Status: As of the end of March 2025, offsite improvement work is about 87.5% complete. Contractor billing for March 2025 is \$498,589.62 and consists of earthwork, survey and staking, erosion control, AC paving, onsite and offsite concrete paving, landscape and irrigation, dry utilities joint trench work. The completed work on the Lakehurst Circle realignment and final paving of street surface. All sidewalks and gutters along Lakehurst Circle have also been completed. The parking lot for Linnet Corner is almost complete and received final lifts of asphalt late March. Mabuhay is the next target phase of this project along with a permanent fencing plan. Work continues to be on track to allow for Estuary I's Temporary Certificate of Occupancy to be received on time and not delay lease-up of the project. There is a zero total change order for the offsite contract which does not affect current contingency amounts. The project is on schedule. Details on the contract status and contingency used are attached to this report.

FISCAL IMPACT

The Board of Commissioners approved the funding for the North Housing Master-Plan, including the offsites work for this first phase in August and December 2023.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.

ATTACHMENTS

1. Att1_NH Offsite Budget Update 04.16.25

Respectfully submitted,



With support from Neil Saxby, Consultant, Renew Urban
Jocelyn Layte, Acting Associate Project Manager



North Housing Block A - Offsite Improvements Contract Tracking
Update - as of March 2025

General Contract Status	
Total Contract Value	\$4,015,747
Change Orders	\$0
Revised Contract Value	\$4,015,747
Value of Work Completed to Date	\$3,515,527
Retention Withheld	\$341,995
Amount Paid to Date	\$3,173,532
Balance to Finish	\$842,215
% Construction Complete	88%

Contract Contingency Utilization	
	Hard Cost
Total Contract Contingency	\$150,000
Approved Contract Contingency Usage To Date	\$148,457
Remaining Balance of Contract Contingency	\$1,543
% of Contract Contingency Used	99%

Owner Contingency Utilization	
Total Owner Contingency Outside of Contract	\$450,000
Approved Owner Contingency Usage To Date	\$0
Remaining Balance of Owner Contingency	\$450,000
% of Owner Contingency Used	0%



ISLAND CITY DEVELOPMENT

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

ITEM 4.E

To: Board of Directors
Island City Development

From: Jenny Wong, Senior Project Manager

Date: April 16, 2025

Re: Accept a Report for The Poplar (2615 Eagle Avenue) and Presentation from TWM Architects + Planners.

BACKGROUND

The Housing Authority of the City of Alameda (AHA) purchased the property at 2615 Eagle Avenue in March 2022. AHA has a goal of serving 50 families with affordable housing at this development, with up to 25% supportive housing apartments if required by funding sources. The development will have a preference for Alameda Unified School District (AUSD) staff, as well as a live/work preference for Alamedans.

In December 2023, the Board agreed to enter into a \$3.4 million pre-development loan from Capital Impact Partners Bay’s Future Fund (BFF) to fund the acquisition and pre-development of this site for up to four years. In February 2024, the Board approved a \$2.1 million pre-development loan from the Reserve Policy to supplement the BFF loan amount. In March 2024, the Board approved an option to ground lease with a 20-year term to Island City Development (ICD).

AHA has received redevelopment funding from the City of Alameda totaling \$4,888,053. The project is able to spend an additional \$2,000,000 on work to further the project by June 2025. In March 2024, the project was awarded \$534,565 in Equitable Community Revitalization Grant (ECRG) funds from the Department of Toxic Substances Control Office of Brownfields. The grant has a two-year term (March 2024 to March 2026). Grant funds are disbursed on a reimbursement basis and can only be used for environmental site investigation activities.

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

DISCUSSION

Funding

Staff is working with Capital Impact to modify the due dates for financial audits in the BFF Loan to align with HUD required deadlines. Additionally, the definitions in the loan documents for permitted indebtedness and transactions with affiliates inadvertently treat AHA as a single purpose entity controlling a sole property and requires Capital Impact consent for acquiring new debt and for doing transactions with its affiliates, AAHC and ICD. The definitions will be modified to give AHA flexibility to conduct its usual business without having to request Capital



Impact consent unless it is related to The Poplar project. The loan modification will be negotiated and executed by the Executive Director and brought back to the Board in May 2025 for ratification.

Procurement

TWM Architects + Planners (TWM, Website: <https://www.twmarchitects.com/>) was selected as the qualified and highest-ranking architect for The Poplar project through the November 2022 RFQ process. TWM is an architectural firm based in the Bay Area with project experience in the City of Alameda, affordable multifamily housing, and historically significant buildings. They are attending the April AHA Board meeting to introduce their firm and relevant qualifications to the AHA Board of Commissioners. The total contract amount is \$136,230. Refer to Attachment 2 for their presentation.

Rockridge Geotechnical Inc. (Website: <https://www.rockridgegeo.com/>) was selected as the highest-ranking consultant to provide geotechnical consulting services. The geotechnical engineer evaluates soil and groundwater conditions and provides design recommendations and quality control measures to ensure the building foundation can safely support the future structure. The total contract amount is \$44,300.

AHA has active solicitations for an Abatement and Demolition Contractor and a SB35 Entitlement Consultant. Proposals are due April 11, 2025 and April 7, 2025, respectively. Solicitations for a Pre-development Contractor and a Dry Utility Consultant are anticipated to be published in April 2025.

Design and Entitlements

TWM has begun work on the conceptual design plans. The development programming includes site amenities and resident services programming that aim to support the future tenant's day-to-day life. A detailed program will be available in Summer 2025.

The development will not require CEQA review and is zoned for the planned use. The site will have to submit drawings for a ministerial design review process on objective design standards, and for offsite public works approvals. As an affordable housing project on an infill site, the project is seeking SB35 streamlined review. To qualify for SB35, the project must demonstrate the existing buildings are not on a historic register and the site will be cleared of hazardous waste for residential use, among other requirements. Staff anticipate multiple rounds of interdepartmental review of the plans prior to submitting the preliminary entitlements application to the City of Alameda in July 2025. The SB35 review process typically takes about three to six months.

Community Outreach

Staff drafted a communication plan that will guide the community outreach efforts on the project. The ECRG funding requires the project to perform community engagement, which includes sharing regular project updates and facilitating community meetings. Project details, including project updates and timeline, will be shared via the AHA website and project newsletter. As part of the design and entitlements process, staff will host community meetings to ensure that members of the Alameda community are made aware of The Poplar redevelopment project, including the environmental cleanup and demolition activities onsite, and given the opportunity to get involved with the process and/or comment on the Development Plan for the site as it takes shape.



The proposed community meeting schedule and topics are as follows:

- Project Site and Development Process Overview – April 30th at 6pm-7pm
- Design Charette – May 17th at 10am-12pm
- Site Reuse and Resiliency – June 4th at 6pm-7pm
- Environmental Conditions and Remediation – Date TBD
- Final Development Plan Discussion – June 25th at 6pm-7pm

All meetings will be held in person. Board members and the public are encouraged to attend. The public can also sign up for notifications about The Poplar by following these instructions:

1. Go to this link: <https://www.alamedahsg.org/future-communities/>
2. Scroll down and click “Newsletter Sign Up”
3. Fill out the contact information and check the box for “The Poplar”

In addition to the topics of discussion, each meeting will include a timeline overview, a summary of the last meeting, and a status update on site work including the environmental scope.

Environmental

Staff continues to work with Rincon Consultants, Inc. (Rincon) under the oversight of the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) to document the low levels of environmental concerns and prepare for remediation. Staff will present the full findings along with a proposed remediation plan to the Board next month.

Demolition

A National Environmental Policy Act (NEPA) Part 58 environmental study, abatement of hazardous building materials, and disposition of surplus property on site will be completed prior to demolition of the existing buildings. The HUD Authority to Use Grant Funds (AUGF) is required prior to taking any choice limiting actions on the site, which includes abatement and demolition activities. The NEPA Part 58 will be submitted to HUD for review this month. Additionally, as required by the NEPA Part 58 study, a Section 106 consultation letter was submitted to the State Historic Preservation Office (SHPO) to assess the project’s impact on historic properties. Through extensive research, the NEPA consultant found no evidence that the site has historical or cultural significance, nor will the project have a potential effect on nearby existing historical properties. This information is included in the NEPA, which once submitted and reviewed by HUD will result in an AUGF.

AHA has listed the surplus property at the site for public auction (Website: <https://www.publicsurplus.com/sms/alamedahsg,ca/list/current?orgid=18603>). Any items that do not receive any interest will be hauled and disposed of by May 2025. Prior to demolishing the existing buildings, materials containing lead, asbestos, and/or PCBs need to be properly abated and disposed of by a licensed contractor according to state and local regulations. Abatement and demolition are expected to be completed in Winter 2025.

FISCAL IMPACT



Pre-development expenses at The Poplar are currently being funded by AUSD ROPS funding and the Capital Impact BFF loan. Environmental specific costs can be reimbursed through the ECRG grant. Please refer to Attachment 1 for the pre-development budget.

CEQA

Not applicable.

RECOMMENDATION

Accept a Report for The Poplar (2615 Eagle Avenue) and Presentation from TWM Architects + Planners.

ATTACHMENTS

1. Att1_The Poplar Predevelopment Budget
2. Att2_The Poplar TWM Architects Presentation 2025
3. 2615 Eagle Ave - Celebration Poster

Respectfully submitted,



Jenny Wong, Senior Project Manager

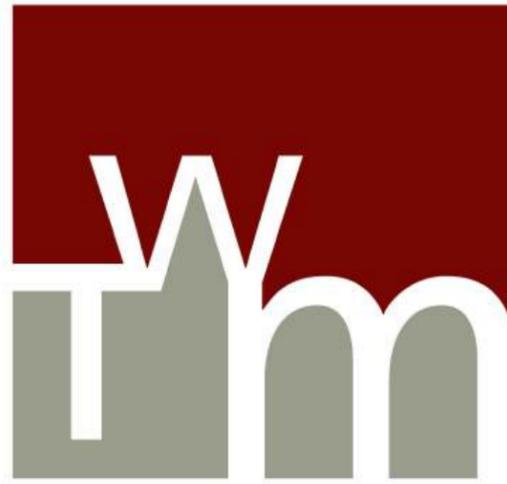
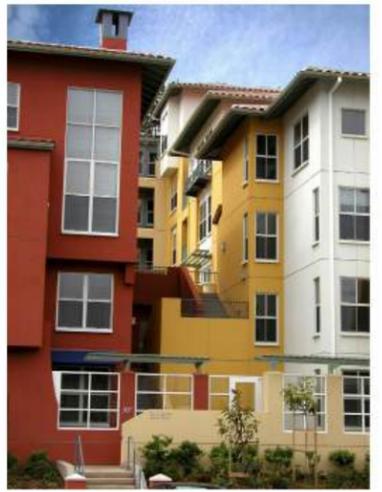
The Poplar – Predevelopment Budget
Update as of March 31, 2025

Uses	Budget	Obligated	Spent to Date
Acquisition	\$2,500,000	\$2,500,000	\$2,500,000
Demolition & Carrying Costs	\$600,000	\$69,231	\$69,231
Design Consultants	\$800,000	\$265,530	\$0
Entitlements & Permitting	\$175,000	\$0	\$0
LIHTC and Financing Fees	\$206,000	\$0	\$0
Predevelopment Financing Fees	\$375,261	\$375,261	\$375,261
Environmental Costs	\$500,000	\$294,754	\$114,932
Other Soft Costs & Contingency	\$280,739	\$175,278	\$132,769
Total	\$5,437,000	\$3,680,054	\$3,192,193

	AUSD ROPS	Capital Impact BFF	ECRG
Total Budget	\$4,888,053	\$3,337,000	\$534,565
Amount Drawn through March 31, 2025	\$3,721,518	\$2,645,457*	\$157,147
Remaining Loan Available	\$1,166,535**	\$691,543	\$377,418

*Amount of Capital Impact BFF funding that has been drawn down, including an interest reserve of \$266,960. The funds minus interest are being held in LAIF for potential use.

**Amount required to be spent by June 30, 2025. AUSD ROPS is available on a reimbursement basis.



ARCHITECTS
+ PLANNERS



TWM Architects + Planners
1011 C Street
San Rafael, CA 94901

Formed in 1977
Incorporated in 1979

**30 ground up affordable housing
communities completed**
providing over 3,300 residences

**21 affordable communities
rehabilitated with over 1,800
residences**



Clients Include

Abode Housing
BRIDGE Housing

Burbank Housing
Citizens Housing
EAH Housing

Eden Housing
County of Santa Clara Housing
Authority

Mercy Housing of California
MidPen Housing

PEP Housing
Satellite Affordable Housing

Associates
South County Housing



CITY OF ALAMEDA REVIEWS & APPROVALS

PLANNING DEPARTMENT

- Pre-Application - Building Exteriors
- Design Review - Building Exteriors
- Design Review - Site Amenities
- Design Review - Retail Building

BUILDING DEPARTMENT

- Building Permit - Building Exteriors
- Demolition Permit - Restaurant Building
- Building Permit - Site Amenities
- Building Permit - Clubhouse Renovation
- Building Permit - Operations Center Renovation
- Building Permit - Office Building
- Building Permit - Fitness Center
- Multiple Building Permits (ongoing) - Units

SOUTH SHORE APARTMENTS RENOVATION

MAXIMUS REAL ESTATE PARTNERS

450 UNITS + AMENITIES

ALAMEDA, CA





Lake Merritt Pergola

AveVista is located on a prominent Grand Avenue site in Oakland's historic Adams Point neighborhood. The design is inspired by many of the neighborhood's prewar historic buildings, including the historic pergola at the north end of Lake Merritt.

AVÉ VISTA

BRIDGE HOUSING

AFFORDABLE FAMILY
APARTMENTS
68 UNITS

OAKLAND, CA





University of San Francisco

The Coronet is located on the site of the old Coronet Theater on Geary Boulevard in San Francisco. The building's Mediterranean take its inspiration from many of the Inner Richmond neighborhood's Mediterranean buildings and at nearby University of San Francisco.

THE CORONET

BRIDGE HOUSING
INSTITUTE ON AGING

AFFORDABLE SENIOR
APARTMENTS
150 UNITS

SAN FRANCISCO, CA





1300 Main is located in historic downtown Napa, CA. The building design is inspired the city's historic masonry buildings, including the Vintners Collective.



Vintners Collective

1300 MAIN

THE WISEMAN COMPANY

MIXED USE COMMERCIAL BUILDING

NAPA, CA





MEADOWLANDS

DOMINICAN UNIVERSITY

HISTORIC REHABILITATION
ACADEMIC BUILDING

SAN RAFAEL, CA





10. Entry Portal

The Villas at Hamilton, Novato, California



VILLAS AT HAMILTON

RHC COMMUNITIES

HISTORIC REHABILITATION
SENIOR APARTMENTS
128 UNITS

NOVATO, CA





DOMINICAN CONVENT

DOMINICAN SISTERS OF
SAN RAFAEL

SPECIALIZED RESIDENTIAL
27 UNITS

SAN RAFAEL, CA





LA LOMA

EAH HOUSING

NEW CONSTRUCTION
AFFORDABLE SENIOR
APARTMENTS
67 UNITS

RODEO, CA





LYNCH CREEK

PEP HOUSING

NEW CONSTRUCTION
 AFFORDABLE MIXED USE
 SENIOR APARTMENTS
 103 UNITS

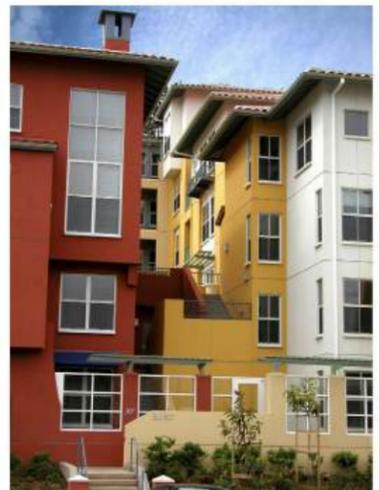
PETALUMA, CA





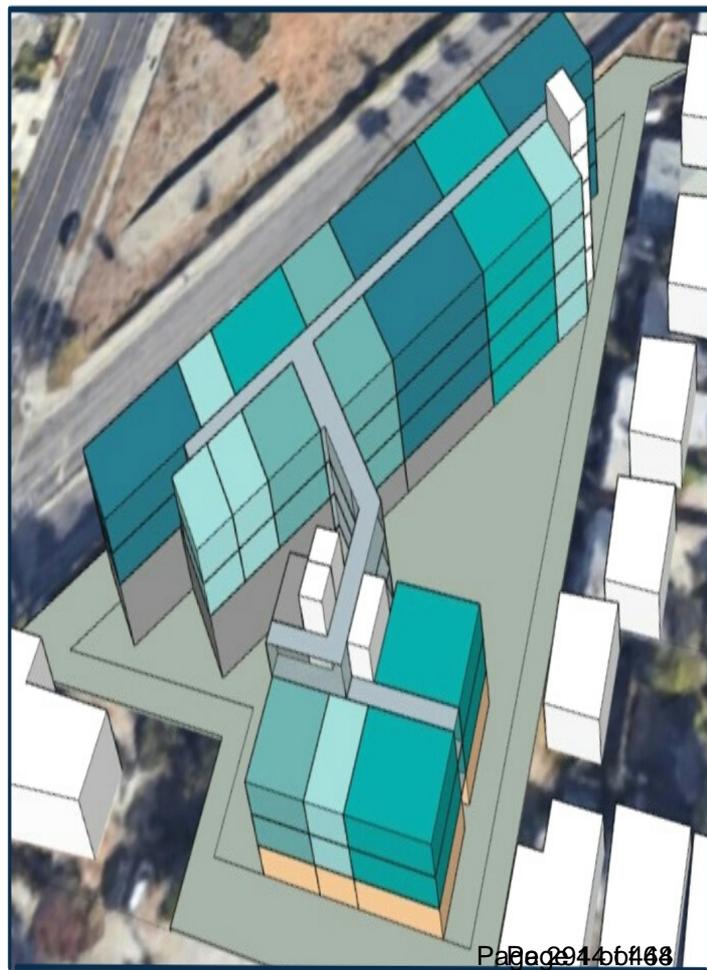
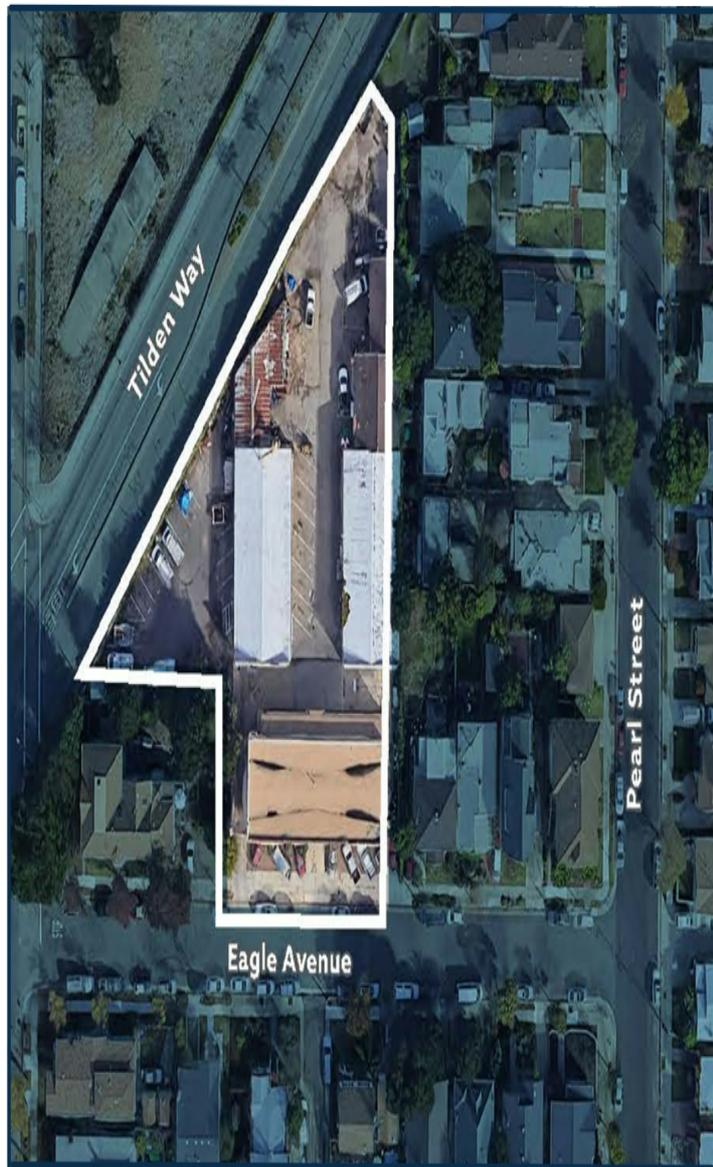
NEIGHBORING
PROPERTIES





ARCHITECTS
+ PLANNERS





2615 EAGLE AVE, ALAMEDA
CA 94501



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Ratify and Approve All Items Approved by the Board of Directors at the May 21, 2025 ICD Special Board of Directors Meeting.

BACKGROUND

DISCUSSION

Items approved by the Board in the period April 2025 and May 2025 are being brought back to the Board to be ratified and approved to meet legal requirements.

FISCAL IMPACT

N/A

CEQA

Not applicable

RECOMMENDATION

Ratify and Approve All Items Approved by the Board of Directors at the May 21, 2025 ICD Special Board of Directors Meeting.

ATTACHMENTS

None

Respectfully submitted,

Sylvia Martinez, Director of Housing Development





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Ratify and Accept all Informational Reports (Items 4B, 4D, 4E, 4F, and 4H) from the May 21, 2025 Special ICD Board of Directors Meeting.

BACKGROUND

DISCUSSION

Items approved by the Board in the period April 2025 and May 2025 are being brought back to the Board to be ratified and approved to meet legal requirements. Items 4B, 4D, 4E, 4F, and 4H were all informational items and do not need to be heard as separate items by the Board.

FISCAL IMPACT

N/A

CEQA

N/A

RECOMMENDATION

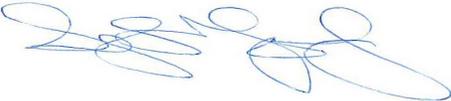
Ratify and Accept all Informational Reports (Items 4B, 4D, 4E, 4F, and 4H) from the May 21, 2025 Special Island City Development Board of Directors Meeting.

ATTACHMENTS

1. Item 4B - Accept the Monthly Construction Report for The Estuary I.
2. Item 4D - Accept the Monthly Report for North Housing Offsites
3. Item 4E -Accept the Quarterly Development Report for The Estuary II.
4. Item 4F - Accept the Quarterly Overview Report for the Housing Development Department.
5. Item 4H - Accept an Update on Camera Systems at North Housing.

Respectfully submitted,





Sylvia Martinez, Director of Housing Development





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: May 21, 2025

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 the 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 April 30, 2025, is approximately 94%. All units have been completed and are receiving appliances at the end of the month and will continue to have contractor punch walks. The AHA team and the General Contractor, JH Fitzmaurice (JHF), completed the 1st through 4th floor pre-punch unit walks that identified common fixes and adjustments to finished units that would be carried out across the project in preparation for sign-offs.

The lobby received its tile and laminate flooring along with ceiling T-bar work. Office spaces have complete finishes and doors with hardware installed. Pavers have been placed in the courtyard along with sidewalks; curbs and gutters were completed.

Closed Circuit Television (CCTV) cameras and the live guard, patrolling the site after hours and on weekends, provide security at the site as JH Fitzmaurice (JHF) continues to make good construction progress. The project has been energized and is now on permanent power. Staff are working with AMP to create accounts. Currently, there are 44 rain days used



due to the rain's impact on site work and offsite items. This means an additional 17 days were used on top of the allotted contractual 27 rain delay days. The interior common areas received most finishes and will be completed in May. Exterior work is ongoing with landscaping being the largest portion of pending work. At this time, the GC still anticipates early completion despite the rain delays, so long as electrical and elevator trades move forward on time. Staff are tracking this and continue to monitor delays, weather, and project schedule to consider if acceleration would be needed to finish on time. There is an allowance reserved for site work acceleration if needed. Temporary certificate of occupancy (TCO) is dependent on the completion of specific offsite scopes which staff are tracking.

April's active construction activities include: installation of corridor flooring and tiling, remaining doors and door hardware, electrical lighting fixtures in hallways, punch walk fixes on interior units, appliance delivery and installation, flooring and tile in community spaces, painting of community and office spaces, continuing excavation and installation of bio-retention areas and drains, exterior courtyard and pathway work on the west and north elevations, pet relief area installation, and irrigation and topsoil delivery. The AHA team looks to have final punch walks for interiors in late May. Interior and exterior work this month is moving forward according to schedule.

A change order was approved over the past month for \$70,337, increasing the total approved change orders to \$497,555. An 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 36% of the owner's hard cost contingency and a General Contractor's contingency combined.

The total projected use of owner contingency (including General Contractor's Contingency and soft cost savings) is 100%. This includes conservative soil off-haul estimates. Only the Executive Director can approve additional costs to the contract and staff closely review all prospective change orders at the site. All supplies needed to finish the project have been bought so there is not expected to be a significant impact from the recently announced tariffs.

Operation and Lease Up Activities:

Staff are working with cross-agency departments and external partners to prepare the project for leasing and operations in 2025. Weekly all-hands meetings and task coordination have begun and will continue throughout the projects lease up and transition to property operations. This month, the team walked through the office spaces to allocate rooms for leasing effort logistics.

All units will be filled from referrals – there are no units open to the general public at Estuary I and 40 of the 44 units will also receive Project-based vouchers (PBV). FPI Management staff are on board working on lease-up reviews as of April 1, 2025. As of April 30, 2025, AHA has received all 44 referrals from the Alameda County Coordinated Entry System (CES) and has scheduled final interviews for all referrals. As of the end of April, 24 people were approved for the Estuary I Project Based Voucher (PBV) units. Property Management is working to approve referrals on their end for the LIHTC compliance requirements. The focus continues to be on finalizing the Memorandum of Understanding with the County of Alameda for referrals from the CES, finalizing lease-up and operating budgets, and executing contracts



with property management (FPI) and services (Building Futures). All units are leased fully furnished. Furnishings for units have been ordered, and model units will be set up for viewing during pre-leasing activities and move-ins.

FISCAL IMPACT

AHA and ICD have completion and lease up guarantees on this development. The construction is currently trending a few weeks early and is 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. Att2_Estuary I Photo updates BOC May 2025
2. Att1_Estuary I Monthly Budget Update 05 2025

Respectfully submitted,



With support from Neil Saxby, Renew Urban, Consultant
Jocelyn Layte, Acting Associate Project Manager



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Jocelyn Layte, Acting Associate Project Manager

Date: May 21, 2025

Re: Accept the Monthly Report for North Housing Offsites.

BACKGROUND

The Housing Development Department provides monthly reports on projects under construction. 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 to North Housing Block A, such as the realignment of Lakehurst Circle, the new water main extension, and the new Mabuhay Street. Offsite improvement 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 latter of the two housing projects' expected completion date. To date, the project has received 30 rain delay day notices (the contract only provided for 20). Despite these notices, the GC still anticipates early completion by July 2025. In order to achieve a Temporary Certificate of Occupancy (TCO) on Estuary I and Linnet Corner, portions of the offsite work must be completed on time with those projects' intended TCO dates. Staff are tracking this and continue to monitor delays, weather, and project schedule to consider if acceleration would be needed to finish on time. There is an allowance reserved for site work acceleration if needed.

The contracted value for the offsite improvements is budgeted in each of the housing developments at Block A and funding was approved by the Board of Commissioners in December 2023. The contractor's contingency of \$150,000 in the contract is 99% used and expected to be 100% used. Staff anticipate that the contract contingency will be fully used.

The Board approved an additional \$450,000 in owner's contingency, and in March 2025, approved up to amount of \$3 million in budget authority for the soil offhaul. Use of the owner's contingency or soil offhaul budget authority are included pro rata in the contingency



trackers of Estuary I, Linnet Corner, and Estuary II.

The City of Alameda has approved a phasing plan so that appropriate levels of offsite completion are delivered with Estuary I, with the remainder completed concurrent with Linnet Corner, to allow certificates of completion for the earlier project.

Timeline: February 2024 to October 2025.

Status: As of the end of March 2025, offsite improvement work is about 87.5% complete. Contractor billing for March 2025 is \$498,589.62 and consists of earthwork, survey and staking, erosion control, AC paving, onsite and offsite concrete paving, landscape and irrigation, dry utilities joint trench work. The completed work on the Lakehurst Circle realignment and final paving of street surface. All sidewalks and gutters along Lakehurst Circle have also been completed. The parking lot for Linnet Corner is almost complete and received final lifts of asphalt late March. Mabuhay is the next target phase of this project along with a permanent fencing plan. Work continues to be on track to allow for Estuary I's Temporary Certificate of Occupancy to be received on time and not delay lease-up of the project. There is a zero total change order for the offsite contract which does not affect current contingency amounts. The project is on schedule. Details on the contract status and contingency used are attached to this report.

FISCAL IMPACT

The Board of Commissioners approved the funding for the North Housing Master-Plan, including the offsites work for this first phase in August and December 2023.

CEQA

Not Applicable

RECOMMENDATION

Accept the Monthly Report for North Housing Offsites.

ATTACHMENTS

1. Att1_OFFSITE monthly budget report May 2025

Respectfully submitted,



With support from Neil Saxby, Consultant, Renew Urban
Jocelyn Layte, Acting Associate Project Manager





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: May 21, 2025

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

BACKGROUND

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

The Housing Authority of the City of Alameda (AHA) is leading the development of a homeless accommodation conveyance, alongside partners Alameda Point Collaborative and Building Futures. Island City Development (ICD) is the developer.

The North Housing parcel was successfully transferred to AHA ownership on May 30, 2019. The AHA Board of Commissioners (the Board) approved the AHA's Vision for the North Housing site at its August 2019 meeting. All entitlements were approved in 2020. In October 2023, the first phase of the Final Map was recorded to create the parcels and the streets within Block A. Estuary II was designed and planned as a condominium project for vertical construction on vacant land. The building permit is ready to be issued upon payment of the building permit fees. Once issued, the permit is good for 12 months or 12 months from the last approved inspection by the Building Department.

Please see previous Board reports for project details before this month's update.

DISCUSSION

Funding

AHA has made a funding commitment through its Reserve Policy of \$3,750,000 which is flowing through the Alameda Affordable Housing Trust Fund (AAHTF) administered by the Alameda Affordable Housing Corporation (AAHC). The AAHTF commitment has been awarded matching funds from the State Local Housing Trust Fund (LHTF) Program with \$1,250,000 of the matching funds committed to The Estuary II project. Together, the AAHTF commitment is \$5 million. Per the Standard Agreement, the final disbursement request for this funding is due by March 31, 2031. The Board also approved an option to ground lease the land at a subsidized rate in 2021. If and when the State of California Department of Housing and Community Development (HCD) funding is awarded to this project and requires a below-market land lease or land donation, the ground lease for up to the Fair Market Value



(FMV) evidenced by the seller's carryback financing may be converted to land contribution to the project for a nominal fee of \$1 per year for 99 years. This similar financing structure was used on the Linnet Corner project with HCD funding.

On June 23, 2023, the Federal Home Loan Bank of San Francisco awarded \$690,000 in Affordable Housing Program (AHP) funds to the project. Projects with an AHP award have 4 years from the award to use the AHP funds, and our AHP award will expire on or about June 23, 2027.

On April 4, 2024, HCD awarded \$9,761,541 from the National Housing Trust Fund (NHTF) program for this project. On October 24, 2024, the Standard Agreement was signed to allow HCD to secure the NHTF from the Department of Housing and Urban Development (HUD). Per the terms of the commitment and milestones, HCD allows the proposed project to commence construction by January 31, 2026. This timeline allows the project to apply for tax credits and other anticipated HCD Notice of Funding Availability (NOFA) in 2025. However, if tax credits are not received by mid-2025, the NHTF award may be rescinded.

On June 10, 2024, the City of Alameda awarded approximately \$550,000 in Permanent Local Housing Allocation (PLHA) funding to this project. On October 28, 2024, the City of Alameda awarded this project approximately \$89,000 in HOME loan funding. Together, the City of Alameda combined funding commitment is approximately \$641,000. The commitment from the City is valid through June 30, 2025. City of Alameda staff has recommended an additional \$170,000 in HOME funds for the May 6, 2025 Council session.

On December 13, 2021, AHA conditionally awarded forty (40) Section 8 Project-Based Vouchers (PBV) for this project. The initial Housing Assistance Payment (HAP) Contract for a total of forty (40) PBVs over twenty (20) years is expected to bring in funding of approximately \$10 million. In March 2025, AHA approved an extension for the project to enter into an Agreement To Enter Into A Housing Assistance Payment Contract (AHAP) to December 31, 2025.

Estuary II continues to need its final tax credits and/or bonds. It is applying actively to tax credit and other soft loan sources. It currently has pending applications submitted to the City of Alameda and the State of California for additional soft funding as well.

Timing

This development will not start construction until 1st quarter 2026 at the earliest, as it is still waiting for its final financing commitments.

As shown in the applications submitted and the awards received to date, staff are actively pursuing all viable options. Similar to 2024, there are overlapping application timelines that will sometimes require AHA/ICD to make a decision to withdraw a pending application, such as a 4%, in order to pursue another application, such as a 9%. Staff will keep the Board informed and will closely monitor how each competition is developing in order to make the best decision possible, given much uncertainty.

The project could be funded by \$20 million in tax credits and bond financing from CTCAC/CDLAC. The Board should be aware that the chances of being funded are low relative to prior projects, due to the state funding outlook and other changes outlined above. It



is very possible that development may need to wait several years. Other financial challenges include:

- Without SuperNOFA funding, the 4% scenario has a \$5 million gap.
- Some conditional funding awards will start to expire in 2026.
- Although the project has normal inflation estimates built in, any import tariffs would add a financial cost burden to the project. A 25% tax on soft lumber has been discussed, along with a 10% tax on other construction materials. Materials are typically 65% of the cost of construction, so a 10% increase in all material costs is approximately \$1.6 million.

The Estuary II project has sufficient pre-development funding for the expected soil off-haul costs to be split pro rata between the North Housing Block A projects, with Estuary II responsible for 17% of the costs (estimated to be approximately \$510,000). These costs are built into the pro forma budget.

FISCAL IMPACT

The total pre-development loan available for the Estuary II project is \$5,250,000, of which \$3,358,3916 has been spent. Funds are disbursed to ICD on an as-needed basis. The Board previously approved \$1,500,000 in AHA funding commitment for the pro rata share of the site preparation and offsite costs for this project which is included in the total pre-development loan amount above. Please refer to the attached chart summarizing expenses through April 30, 2025 (Attachment 1).

CEQA

Not applicable.

RECOMMENDATION

Accept the Quarterly Development Report for The Estuary II.

ATTACHMENTS

1. Att1_Monthly Budget update for Predevelopment Estuary II May 2025

Respectfully submitted,



Sylvia Martinez, Director of Housing Development





ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: May 21, 2025

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

BACKGROUND

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

DISCUSSION

Island City Development

Currently, the Housing Authority of the City of Alameda (AHA) has a non-active pre-development loan to Island City Development (ICD) for The Poplar, and another loan to Estuary II through its affiliate Alameda Affordable Housing Corporation (AAHC) via the Alameda Affordable Housing Trust Fund (AAHTF). The AHA has also provided options for ground leases for ICD pipeline projects (Estuary II & The Poplar). The loan balance and project details are discussed in the subsequent project-specific Board reports.

In September 2023, ICD signed two Agreement to Enter Into a Housing Assistance Payments Contract (AHAP) with the AHA for forty Project-Based Vouchers at Estuary I and for forty Project-Based Vouchers at Linnet Corner. There is a conditional Project-Based Voucher commitment for Estuary II, for forty Project-Based Vouchers, pending full financing of the project.

Affordable Housing Project Pipeline

- **Rosefield Village** – Rosefield has received its IRS form 8609s, which is a major final milestone for development. It has requested an equity contribution of \$100,000 from the Limited Partner, Enterprise, which, in combination with held development funds, should pay the deferred developer fee to Island City Development, an amount likely to be several hundred thousand dollars. The project has already paid AHA its share of the deferred developer fee.
- **Estuary I, Linnet Corner** – Estuary I and Linnet Corner are both under construction. An updated report on these projects is presented as separate Board items. The Housing Development (HD) department is convening a weekly AHA All-Hands meeting to discuss the leasing and start-up operations for these two projects.
- **Estuary II** – Staff has submitted three funding applications for this project in 2025, and



will submit a fourth in May 2025. The limiting factors in terms of competitiveness have been twofold: (1) not being in a high opportunity area, and (2) reliance on limited state tax credits.

- **North Housing Master Plan** – The AHA has contracted offsite work to support Block A of the North Housing Master Plan and an update report is presented as a separate Board item.
- **The Poplar (2615 Eagle)** – An updated report on the project is presented as a separate Board item.
- **Feasibility Studies** – None at present.

New Funding Opportunities

The outlook for funding opportunities for new construction in the State of California is increasingly constrained, with only two major programs (The SuperNOFA and Homekey+) with limited available funding for 2025. Estuary II is vulnerable to losing existing financing commitments if it does not receive tax credits in early 2025. The Poplar will not come online for a few more years, allowing this funding slowdown to clear.

Construction in Progress

A separate report to the Board tracks the many different activities that are underway to improve the portfolio and prepare sites for development. Housing Development, Asset Management, and Property Management staff brought an update on the overall Capital Improvements Plan to the Board in October 2024 and are currently working on the priorities for the Fiscal Year 2025 to 2026 budget cycle.

Community Relations

All Project Managers (PMs) are assigned to City of Alameda working groups (Design Review Team, Human Services, Sustainability) and are encouraged to participate and report on important and relevant information. HD and Community Relations staff attended the Human Services Board to present information to local social service agencies regarding the Estuary I and Linnet Corner projects. HD Staff also held a community sidewalk event in the North Housing neighborhood on April 5 to publicize the lease-up of these projects and inform the community about the anticipated soil offhaul. Two AHA staff members are serving as part of the working group to update the City of Alameda Inclusionary Housing Policy, which is scheduled to be completed in 2025. Staff have provided notices to immediate neighbors, as well as an onsite sidewalk board notice at The Poplar to explain recent soil and geotechnical testing at the site. Staff publish a periodic pipeline newsletter to communicate with interested parties. The most recent newsletter was released in March 2025.

Staffing

The HD department has one position, Associate Project Manager, open at this time. The Housing Development Department has helped coordinate staff training for multiple departments in the last quarter. Nixon Peabody led a training session on Environmental Soil Conditions in February 2025. In April 2025, The Scherer Group held a training session on federal Section 3 hiring requirements for HD, Asset, Portfolio and Administration staff. These trainings will result in the updating of protocols on these issues.

FISCAL IMPACT

Not applicable.



CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Overview Report for Housing Development.

ATTACHMENTS

1. Q1 2025 Quarterly Development Newsletter

Respectfully submitted,



Sylvia Martinez, Director of Housing Development



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: May 21, 2025

Re: Accept an Update on Camera Systems at North Housing.

BACKGROUND

As a building operator, the Housing Authority of the City of Alameda (AHA) is responsible for the security of its residents, their guests, and staff on its sites. In April 2020, the Board approved a policy on the Release of Tenant, Participant, Applicant, Vendor, and Landlord Personally Identifiable Information. In June 2021, the Board approved a Video Camera Policy to clarify the handling of video surveillance equipment and footage (attached). Video surveillance is installed at many properties and at various office properties, managed by AHA, for the protection and safety of employees, residents, visitors, assets, and property of the agency and its clientele.

In August 2023, the AHA Board of Commissioners heard and discussed security issues for permanent supportive housing sites, such as those contemplated at Estuary I and Linnet Corner, including the potential use of remote guarding systems. ICD has typically followed AHA's policies on Video Camera and Release of Tenant, Participant, Applicant, Vendor, and Landlord Personally Identifiable Information.

DISCUSSION

The Estuary has been physically designed for the security of the residents. For instance, there is a single street facing the main entry, that requires an electric key fob and is monitored by cameras. Access to the secondary entry, through the parking lot and courtyard, can be turned off during evening and weekend hours to ensure further security. The courtyard is fenced and landscaped with shrubs along the fence, unlike the design of other Island City Development (ICD) developments.

There is a welcoming lobby that includes a desk which can be staffed by property management, services, or resident volunteers to greet individuals entering and leaving and also monitors the community. ICD expects that all staff will be staggered to provide a greater window of presence than a typical 8:00 AM to 5:00 PM, Monday to Friday workweek. For evenings, weekends, and at times when additional presence is needed, ICD proposes a remote guarding system that has been used with success by other owners of similar developments, even in much more urban locations, to provide a non-intrusive but safe environment. These systems have voice-down capabilities that can help direct residents or building visitors as needed. The systems also provide reporting that can assist emergency



personnel, property management, and service staff to respond to resident issues in an appropriate manner. Some individuals with experiences of trauma find the cameras to be a less-intrusive system, as it avoids the perception that they are being watched. The protocol for the remote guarding system (i.e., deescalation, information on who to call for emergencies or for urgent items, type of voice down requests or activities) has been developed in collaboration with property management and services. It is very typical for the team to have 24/7 responsiveness due to the nature of the development and population. There is also an understanding that responsiveness is a shared responsibility and while some incidents are lease violations, others may reflect a mental or health concern. The operation of permanent supportive housing is always a very hands-on, multi-team member activity.

The alternative to a remote guarding system is a 'front desk system.' These are typically used for transitional housing or shelters, and every individual, whether they are staff, residents, guests, vendors, service providers, etc., is required to sign in and sign out. Front desk staff are typically hired by a third-party security company and are generally a low-paid and low-trained workforce. There are frequent issues with absenteeism and inappropriate responsiveness. More and more, respected owners and managers such as BRIDGE, Wakeland Housing, Affirmed, McCormack Baron, Mercy, and John Stewart Company are utilizing remote guarding systems or equivalent as part of their response to safety. This system is being used successfully in San Francisco, Oakland, and San Jose.

In Fall 2024, staff held a competitive procurement for camera systems at North Housing Block A and selected a vendor who has been working with both the onsite construction and operations teams to finalize the systems. The proposed systems at Estuary I and Linnet Corner include approximately 70 to 85 cameras each, including exterior cameras, cameras in the hallways on all floors, and cameras in common spaces such as all entries, exits, lobby, community room, laundry, bike rooms, and courtyards. All cameras will record 24/7. In addition, approximately 80% of the cameras at Estuary I and 25% of the cameras at Linnet Corner will be live-monitored through a contract with a vendor that specializes in permanent supportive housing and residential sites. This vendor will respond to incidents via a protocol developed by AHA and ICD, working with FPI Management. The protocol will be in compliance with the 2021 AHA Video Camera Policy.

FISCAL IMPACT

The costs of the installation and monitoring for the remote guard systems at Estuary I and Linnet Corner are included in the development and operation budgets.

CEQA

Not Applicable

RECOMMENDATION

Accept an Update on Camera Systems at North Housing

ATTACHMENTS

1. 3-G Approve the Video Camera Policy

Respectfully submitted,





Sylvia Martinez, Director of Housing Development



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: November 19, 2025

Re: Accept the Monthly Construction Report for Linnet Corner, Accept a \$200,000 grant from The Home Depot Foundation, Ratify the Grant Agreement, and Authorize the President to sign all documents

BACKGROUND

Note: This memo was originally heard as item 4C at the May 21, 2025 ICD Board of Directors meeting and is being re-agendized for November 19, 2025.

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 unit 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 or currently 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 April 30, 2025, is approximately 88%. This month’s construction activities included both building and unit meter energization which is a major critical path milestone that results in permanent power to the building. Additionally, installation of unit and corridor flooring on the fourth floor has been completed. Ongoing construction activities include landscaping items such as parking lot



lighting fixture installation, parking lot camera base and foot installation, paver installation in the courtyard areas, and drip irrigation installation in surrounding landscaped areas. The contractor continues to install unit and corridor flooring on the lower floors.

The General Contractor (GC) and their team of subcontractors have commenced soil off-haul activities. The scope of work is estimated to take between 20 and 30 business days. Staff are working closely with the GC and the City of Alameda Building and Planning Department to ensure smooth operations as well as communicating with adjacent neighbors to keep them informed of the activity. Please see previous Board memos for additional details on soil off-haul activities.

The project currently has 20 rain delays, attributable to the rain's impact on site work and offsite items. The interiors are on or ahead of schedule. At this time, the GC still anticipates early completion despite the rain delays so long as electrical and elevator trades move forward on time. Staff are reserving an allowance for site work acceleration if needed.

Change orders over the past month totaled \$22,219 keeping the total approved change orders at \$488,466. Owner contingency funds are held separately from the contract. Executed change orders have utilized 28% of the available hard cost contingency. Only the Executive Director can approve additional costs to the contract, within the planned contingency amounts, and staff closely review all prospective change orders at the site. Staff are also tracking soft cost savings and the use of contingencies, which can also be applied to hard cost uses later in the project's cycle.

Additional funding update:

The Home Depot Foundation (THDF) awarded the project a \$200,000 grant to be used towards construction costs which will help offset overall project costs. Funds will be granted to Island City Development, who will then loan the proceeds back to the partnership. Like the Infill Infrastructure Grant (IIG) funding on the project, it will be subordinate to all other existing senior financing. Additionally, as part of the project's commitment to The Home Depot, staff will host a resident garden day and partner with future residents and volunteers to enhance the project's resident community garden.

Through this Board memo, staff are seeking the Board's approval to accept a grant from THDF, ratify the grant agreement, and approve the President to sign all documents. A copy of the grant agreement is included as an attachment to this memo.

Deferred Developer Fee:

At the time of construction loan closing in March 2023, the project anticipated approximately \$3.7 million in permit and impact fees and an 8.50% interest rate. Since then, the project has realized a \$1.2M reduction in permit and impact fees, and is projecting \$650k in interest fee savings due to a slightly reduced interest rate environment (the interest rate has fluctuated down to 7.42% on average). However, staff continue to watch the recent economic changes for potential interest changes. All supplies needed to finish the project have been bought, so there is not expected to be a significant impact by the recently announced tariffs. The project is also anticipating to spend less than the available hard and soft cost contingencies on typical line items.

However, Linnet Corner is bearing a significant portion of the anticipated soil-off haul costs,



which may reduce the amount of eligible basis, and thus reduce the equity investment from the tax credit limited partner, resulting in a considerable gap. The majority of the gap will be filled by an additional \$1.7 million in deferred fees. However, using conservative estimates, staff calculate that the worst-case scenario may require an additional infusion of funds as equity from AHA in 2026, at the project's conversion. This will help support the future payout of the developer fee and allow the closing of the permanent financing. This is being watched closely. If necessary, staff will return to the Board in 2026 to request the additional funds.

There are multiple factors that could reduce the need for AHA funds. The Home Depot grant will benefit the project and additional cost savings beyond the current conservative estimates could be realized. A swift lease-up could reduce the time to conversion and lower interest costs. If fully leased, the project could use income from operations to fund part of this gap and reduce the need for more ICD or AHA funds.

At the time of closing, the project was expected to defer \$1,284,044 of developer fees, which was projected to be paid off by year 12. The project must pay off the deferred fee by year 15 or the owner must contribute the funds to the project. After year 15, the deferred fee is no longer a preferred payment, and other funders will take a significant part of the cash flow. For this reason, staff are working diligently to reduce any need for ICD/AHA cash flow or extra deferred fees.

Operation and Lease-Up Activities:

Starting in January 2025, staff across different agency departments and external partners worked to prepare Linnet Corner for lease-up commencement in April 2025. The team has initiated a weekly all-hands meeting to coordinate the deliverables required for a smooth lease-up and transition to property management upon commencement of operations. Linnet Corner's lease-up will utilize a combination of three different sources to lease its 63 units (excluding the manager's unit):

1. Coordinated Entry System (CES) units: 16 one-bedroom and studio units are reserved for un-housed, disabled senior veterans referred by Alameda County Health Services Agency's (HCSA) Coordinated Entry System (CES) or through other social services agencies. These units all have Project-Based Vouchers (PBVs). Referrals from CES are expected soon. An interest list has also been stated in case CES is unable to provide 16 referrals.
2. PBV units: 24 one-bedroom and studio units will be filled through AHA's existing Project-Based Voucher (PBV) waiting list; lease-up will begin in May 2025 for these units, and
3. Lottery Units: 23 studio units will be filled through a public lottery for the units not tied to PBV subsidy or CES. In April 2025, staff ran a two-week application period and received over 1,700 applications. At the beginning of May 2025, staff conducted a public lottery and throughout the month will continue to work with property management to identify eligible applicants. Additional project information on Linnet Corner can be found on Linnet Corner's new leasing website at www.linnetcorner.com.

Outreach efforts for both the public lottery and units reserved for veterans have included social media campaigns and lease-up presentations at City Board Meetings and community organizations in Alameda and extensive in-person outreach with various veterans



organizations such as Swords, the Veterans Affairs, etc. To conduct leasing activities, property management staff have temporarily moved into AHA's offices to conduct intake applications and coordinate with AHA's Housing Programs Department for a seamless review period. Eligibility and compliance verification will be ongoing through the start of move-ins with all eligible residents anticipated to be identified upon receipt of a temporary certificate of occupancy (TCO) at the end of September 2025.

Staff also continue to work closely with agency departments on the finalization of first-year operating budgets, lease-up agreements, property operations contracts, and supportive services contracts.

FISCAL IMPACT

The Home Depot grant will provide additional funds to the Linnet project and potentially allow it to defer less developer fee. The grant to ICD will be lent to the Linnet Corner partnership.

AHA and ICD have completion and lease-up guarantees on this development. To date, the construction is on time, and may deliver one month early, weather permitting. At this time, any cost overruns are covered by contingencies, savings, and deferred developer fees. Linnet Corner is a 4% tax-credit project which is reliant on basis-eligible costs for part of its financing. In a conservative scenario, the project may lose tax credit equity because of the changes during construction (including the soil offhaul cost, basis-eligible cost savings, and interest savings due to lower interest rates). This loss will be covered by cost savings, and also by an additional deferred developer fee. The project has a \$3,000,000 developer fee in total of which \$1,295,000 was deferred at closing. The maximum additional deferred fee is \$1,705,000. Staff will continue to review and come back to the Board if additional ICD or AHA funding is needed.

CEQA

Not applicable.

RECOMMENDATION

Accept the Monthly Construction Report for Linnet Corner, Accept a \$200,000 grant from The Home Depot Foundation, Ratify the Grant Agreement, and Approve the President to sign all documents

ATTACHMENTS

1. 25_05_Linnet Corner - Budget Tracking
2. 25_05_Linnet Corner - Progress Photos
3. 25_05_Linnet Corner - THDF Grant Agreement

Respectfully submitted,



Paris Howze, Project Manager



Linnet Corner
Monthly Update - as of April 30, 2025

Total Development Costs to Date				
	\$ Budget	\$ Disbursed	% Disbursed	\$ Balance
Land & Holding Costs	\$640,864	\$526,338	82%	\$114,526
Hard Costs	\$36,513,061	\$27,491,006	75%	\$9,022,055
Soft Costs	\$16,118,331	\$4,978,751	31%	\$11,139,580
Total	\$53,272,256	\$32,996,096	62%	\$20,276,160

General Contract Status	
Total Contract Value	\$29,561,507
Change Orders	\$488,466
Revised Contract Value	\$30,049,973
Value of Work Completed to Date	\$26,484,608
Retention Withheld	\$2,588,629
Amount Paid to Date	\$23,895,978
Balance to Finish	\$6,153,995
% Construction Complete	88%

Contingency Utilization		
	Hard Cost	Soft Costs
Total Contingency Approved	\$1,738,717	\$450,000
Approved Change Orders to Date	\$488,466	(\$41,190)
Remaining Balance of Contingency	\$1,250,251	\$491,190
% of Contingency Used	28%	109%
Anticipated Master Plan Costs	\$573,433	
Projected Use of Contingency	\$676,818	
Remaining Balance of Contingency	\$0	
% of Contingency Projected	100%	

Linnet Corner
Progress Photos
(April 30, 2025)



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



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

Linnet Corner
Progress Photos
(April 30, 2025)



Figure 3: View from Mosley and Mabuhay Avenue



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

Linnet Corner
Progress Photos
(April 30, 2025)



Figure 5: 4th floor unit flooring installation



Figure 6: Paver installation at exterior courtyard

Linnet Corner
Progress Photos
(April 30, 2025)



Figure 7: Elevator Installation showcasing permanent power

Linnet Corner
Progress Photos
(April 30, 2025)



Figure 8: Installation of lighting fixtures within parking lot



Grant Agreement - 202407075

Grant Number: 202407075

Grant Authorization Date: 4/16/25

Interim Report Due Date(s): 07/29/2025

Final Report Due Date(s): 11/25/2025

The Home Depot Foundation Grant Agreement

Island City Development
701 Atlantic Ave
Alameda, CA 94501-2161

Dear Vanessa Cooper:

The Home Depot Foundation (the "Foundation") is pleased to approve a grant, on the terms and conditions set forth below, to Island City Development ("Grantee") in the amount of \$200,000.00 (the "Grant") for "Linnet Corner" project described in the Documents (defined hereinafter) and this letter (the "Project"). In order to accept this Grant, please sign this Grant Agreement ("Agreement") and return a copy to the Foundation within 14 days of the date the DocuSign notification was sent to your first signer. Please retain a copy for your files.

Please note that the Grant funds must be used in accordance with this Agreement and that no substantial changes in the Grant purposes, period or conditions may be made without prior written approval from the Foundation. Any portion of any funds disbursed to Grantee that are not used for the purposes described in this letter will revert to the Foundation and be promptly refunded to it, regardless of any claimed adverse effect of such return on the programs or operations of Grantee. Grantee may use the Grant for the Project by making, directly or indirectly, capital contributions, development advances and/or loans to the owner of the Project.

Your signature on this Agreement acknowledges your acceptance of the following terms of this Grant:

1. The Grant, and any income earned thereon, shall be used exclusively for the Project, and Grantee will promptly return, without the necessity of a request from the Foundation, any portion of the Grant not used for such purpose. During the grant period, the organization intends to achieve the following outcomes with regard to the Project:

- \$200,000.00 is for new construction of Linnet Corner including 64 units of adorable housing for senior families and individuals with 16 units set aside for formerly homeless veterans in



Grant Agreement - 202407075

Alameda County. Property located on the former Naval Air Station.

- Supportive services will be provided on-site by the local VA medical center in partnership with CalVet and LifeSTEPS.
- Sustained use of the Project will be for charitable purposes, including if the Project is sold or transferred to another owner.
- Grantee will notify the Foundation at least 30 days in advance of a groundbreaking or ribbon cutting opportunity.

The specific charitable purposes of this Grant are set forth more fully in Grantee's grant proposal to the Foundation and the related budgets, documents, and correspondence between the Foundation and the Grantee, to the extent approved by the Foundation, and all such documents are incorporated herein by reference (the "Documents"). The Grantee affirms and represents that all statements made and facts presented in the Documents were accurate and complete as of the date they were submitted to the Foundation and remain accurate and complete as of the date hereof. If any statement made or facts presented in the Documents become inaccurate or incomplete in any material way, the Grantee will notify the Foundation in writing within fourteen (14) days. Grantee agrees that neither the purposes for which the Grant may be expended nor the manner in which the Grant may be used will be amended without the prior written consent of the Foundation. This Grant is made for the period April 16, 2025 to October 25, 2025.

2. Before receiving the Grant, the Grantee must (a) return a fully-executed copy of this Grant Agreement to the Foundation; (b) provide evidence (Internal Revenue Service determination letter), if not already provided, that Grantee is an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"); and (c) provide any other specific documentation requested in writing by the Foundation at the time of this Agreement or hereafter.

3. All Grant funds must be used exclusively for charitable purposes in accordance with all applicable federal and state laws, rulings and regulations. If any law, ruling or regulation now or hereafter in effect shall render any provision of this Agreement void, unenforceable or unlawful, either party may terminate this Agreement immediately by providing written notice to the other party. Immediately upon such termination, all disbursements or expenditures of the Grant funds shall cease and Grantee shall return any unexpended portion of the Grant to the Foundation.

4. Grant funds and any interest earned thereon shall not be used:



Grant Agreement - 202407075

- A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 4945(d)(1) of the Code);
- B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 4945(d)(2) of the Code);
- C. To undertake any activity for any purpose other than a charitable, educational, scientific or literary purpose (as such terms are defined in section 170(c)(2)(B) of the Code);
- D. To make any grant, loan, compensation, or similar payment constituting an "excess benefit transaction" described in section 4958 of the Code;
- E. To make any grants to individuals or organizations (unless approved in writing by the Foundation);
- F. To make payments to cover debts, liabilities, or expenses unrelated to the proposed grant activities;
- G. To conduct transactions that involve conflicts of interest, self-dealing, and/or private inurement;
or
- H. To finance past or potential future litigation.

5. Grantee shall maintain separate records of receipts and expenditures of Grant funds and make books, records and personnel available to the Foundation and its agents at reasonable times. The Foundation may, at its own expense, monitor or evaluate the use of Grant funds through various methods, including but not limited to site visits, conferences with your staff, third party evaluations, examination of books and records, etc. Grantee agrees to cooperate with the Foundation with regard to any such monitoring or evaluation.

6. This Agreement shall terminate immediately, the Foundation shall have no obligation to disburse any additional amounts payable under the Grant, all further disbursements or expenditures of the Grant by Grantee shall cease, and Grantee shall immediately return any unexpended portion of the Grant to the Foundation if Grantee ceases to be recognized by the Internal Revenue Service as an organization exempt from taxation under section 501(c)(3) of the Code. Any organizational or operational changes by Grantee that reasonably could be expected to affect the exempt status of Grantee under section 501(c)(3) of the Code must be reported to the Foundation in writing immediately, and the Foundation, in its sole discretion, shall have the right to terminate this Agreement immediately upon such notice and shall thereafter have no further obligations to Grantee hereunder.



Grant Agreement - 202407075

7. Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Grant by Grantee shall cease if any of the facts contained in Grantee's grant proposal cease to be correct and accurate or if Grantee fails to perform any of the requirements of this Agreement. In such event, Grantee shall immediately return any unexpended portion of the Grant to the Foundation, and the Foundation shall have no obligation to disburse any additional amounts payable under the Grant, regardless of any claimed adverse effect on the programs or operations of the Grantee.

8. Grantee will notify the Foundation immediately in the event that any of the following occur:

- A. The Grantee is unable to use any portion of the Grant funds for the intended purposes;
- B. The Grantee is unable to comply with any of the terms of this Agreement; or
- C. Any Grant funds are used in a manner inconsistent with the terms of this Agreement.

9. Public announcements of the Grant may be made by the Grantee and the Foundation. Any materials referencing funds from the Grant should acknowledge the support of the Foundation. The Foundation's consent is required prior to the distribution of any such announcements, including press releases or media alerts. Grantee will meet any listed requirements and follow all principles outlined in the Communications Plan (Attachment A). Unless otherwise stated in the Communications Plan, Grantee agrees to the following guidelines:

- A. Grantee will provide the Foundation written notice of at least fourteen (14) business days to approve any reference to the Foundation in materials produced, such approval not to be unreasonably withheld.
- B. Final copies of written materials must be included with Grantee's next written report to the Foundation.
- C. The Foundation reserves the right to withdraw its consent to any public announcement referencing the Foundation.

10. Grantee shall submit a full and complete written report to the Foundation, in the format outlined in your grant account. The Interim/Final Report forms can be found under your login portal. This report includes information regarding the degree to which Grantee achieved the outcomes specifically set forth in Section 1 hereof. These reports shall be due no later than the grant report due dates set forth on page one of this Agreement. Grantee agrees that the Foundation shall have no obligation to make a disbursement of any Grant funds so long as a written report due pursuant to this Agreement has not been received by the Foundation in a form acceptable to the Foundation in its sole discretion. Grantee's reporting obligation to the Foundation shall survive the termination of this Agreement, regardless of the



Grant Agreement - 202407075

reason therefor.

11. Grantee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Grant funds from being used in support of terrorism or a terrorist organization. Grantee may not expend any grant funds for any activity conducted in a country, or in a manner, that is banned by the United States government, including, without limitation, any support of terrorist organizations or individuals identified as such by the United State government, including, but not limited to, any parties listed on the United States Office of Foreign Assets Control master list of Specially Designated Nationals and Blocked Persons.

12. Grantee acknowledges and agrees that no gifts or services were or will be rendered to the Foundation, The Home Depot or any affiliate thereof, or any official of any of these organizations in exchange for this Grant.

13. The undersigned declares that Grantee does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, gender identity or religious belief.

14. The Foundation reserves the right, in its sole discretion:

- A. To withhold any payments provided for under this Grant, to recover from the Grantee any unexpended Grant funds, and, if the terms of this Agreement are violated by Grantee, to require restitution by the Grantee of any previously expended Grant funds; and
- B. To require the Grantee to take reasonable precautions to prevent any diversion of Grant funds.

15. This Agreement is personal among the parties hereto and shall not be assignable by any party or transferable by operation of law or otherwise.

16. Payment of \$200,000.00 will be made to Grantee upon receipt of a signed Agreement based upon the following schedule.

Payment Schedule:

Estimated Payment Date: 04/29/2025 - \$200,000.00 - Check

17. Grantee certifies that, on the date this Agreement is executed, its tax-exempt status and classification (evidence of which was provided pursuant to paragraph two above) remains in full force and effect. Grantee agrees to inform the Foundation immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of, its tax status and classification described above in paragraph



Grant Agreement - 202407075

two.

18. This Agreement sets forth the entire understanding of the parties hereto as of the date hereof. It may be modified or amended only by the written agreement of both parties. This Agreement does not create a legal partnership or joint venture between the parties. No waiver by any party of any of the conditions, agreements or obligations herein contained shall be construed as a waiver of any succeeding breach thereof, and no delay or omission on the part of any party hereto to exercise any rights acquired through the default of any other party shall be construed as a waiver of, or impair such right. Because the Agreement is not intended to achieve a commercial objective for the Foundation and the Foundation cannot be adequately compensated by monetary damages for a breach by Grantee, the Foundation shall be entitled to specific performance of any provision of the Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.



Grant Agreement - 202407075

The Home Depot Foundation

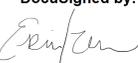
Name: Erin Izen
Title: Executive Director
Organization: The Home Depot Foundation

Agreement of Grantee:

On behalf of the Grantee, we understand and agree to the foregoing terms and conditions of the Foundation's Grant and hereby certify our authority to execute this agreement on the Grantee's behalf.

Name: Vanessa Cooper
Title: President of Island City Development, Sole Manager of ICD Mabuhay LLC; General Partner of Mabuhay and Lakehurst LP
Organization: Island City Development

---- Please sign ----

DocuSigned by:

DBE6D23CAEF7488...

Erin Izen
Executive Director, The Home Depot Foundation
Signed On: 05/07/2025

DocuSigned by:

5AFA57239EC2484

Vanessa Cooper
President of Island City Development, Sole Manager of ICD Mabuhay LLC; General Partner of Mabuhay and Lakehurst LP, Island City Development
Signed On: 05/07/2025



2025 ANNUAL GRANT PARTNERS COMMUNICATIONS PLAN THE HOME DEPOT FOUNDATION

All material submissions must be sent to Lee.Redding@homedepot.com and/or
TeamDepotPR@homedepot.com

OVERVIEW

This document outlines communications materials requested by The Home Depot Foundation (THDF) PR team as well as the process for receiving communications about your Foundation grant, project and/or partnership.

Thank you for your partnership! We look forward to working together to increase awareness of our joint efforts.

NONPROFIT MEDIA MATERIALS

All materials that include a mention of THDF, The Home Depot, reference our partnership and work together and/or incorporate THDF logos or other imagery must be approved by THDF prior to publication.

- I. **Media materials and external communications** – Please submit all media materials (media alerts, press releases, etc.) and external communications (newsletters, blog posts, event signage, posters, videos, annual reports, etc.) to Lee.Redding@homedepot.com and/or teamdepotPR@homedepot.com at least **10 business days** prior to distribution for approval. (Note: During real-time disaster response, above timeline is not a factor for disaster-related materials. Approval will be given as quickly as possible.)
 - a. For press releases and media alerts, please include your proposed distribution plan and date when sending for approval. Based on other company and Foundation announcements, the distribution date may need to change. Please let us know proposed announcement dates as soon as possible to help avoid these conflicts.
 - b. If you're seeking to align media messaging prior to an initiative, please reach out to the above email addresses or find approved language in our Brand Guidelines located at thd.co/pr.
 - c. Please include our updated THDF boilerplate and logo in all press materials. Both can be found at thd.co/pr.
- II. **Social media** – Please submit social media posts (with copy and accompanying media) to lee_redding@homedepot.com and/or teamdepotPR@homedepot.com at least **3 business days** prior to distribution for approval. Post-event social content will be approved in **2 business days** for timely publishing. During real-time response, all social content and media materials will be approved as quickly as possible.
- III. **Logo use** – Logo-only approval requests can be submitted **3 business days** prior to planned distribution. Please find our updated logos at thd.co/pr.

When referencing grant or partnership information, please use “The Home Depot Foundation.” When referencing a Team Depot project’s group of volunteer Home Depot associates, please use “Team Depot.” You can find more information about how to reference the Foundation and Team Depot in the [Nonprofit Partner Media Toolkit](#) at [thd.co/pr](#).

THE HOME DEPOT FOUNDATION REQUESTS

Below is a list of requested materials and actions from The Home Depot Foundation.

I. Share at least one beneficiary story quarterly by sending them to

lee_redding@homedepot.com.

- a. To best showcase our partnership, please share at least one story / beneficiary bio or profile, including images, every quarter.
 - i. This may change, and we welcome your feedback on this process. While we’re asking for quarterly updates, we also always welcome you sharing stories more frequently if you are able.
- b. The best assets include:
 - i. Biographical details on the beneficiary
 - ii. Background on the situation and how our partnership helped pave the way to success
 - iii. Stats and figures that are relevant to the story
 - iv. Any information you have about the impact and the future scope of work,
 - v. Hi-res photography that shows the beneficiary and before/after, as relevant.
 - vi. Please also detail any upcoming events, Team Depot projects, ongoing operations, and announcements relevant to projects funded by The Home Depot Foundation
- c. THDF may use these stories for earned media opportunities, social media or internal THD channels.
 - i. We assume any materials, including photography, shared with us are approved for external use. Please ensure proper photo release forms have been signed, if needed.

II. How we’ll work together

- a. THDF PR team will join partner calls as able to share relevant communications updates or discuss potential PR opportunities. Additional communications-focused calls may be convened as needed.
- b. If your organization is partnering with us for an event or announcement, you can find more details, including media alert templates and social media content recommendations, in the [Nonprofit Partner Media Toolkit](#) located at [thd.co/pr](#).
- c. Final PR reporting will be integrated into the final grant report. More guidance on the final report will be shared by your grant manager. Final PR reporting should include updated stats for historical partnership data.

III. [For disaster relief partners] Real-time disaster response reporting

- a. THDF PR will make immediate contact with partner’s PR team as soon as disaster strikes (or before imminent disaster if applicable) for information on activations, media plans, social media plans, etc.

- b. Please email photos in real-time to lee_redding@homedepot.com.

IV. Engage with The Home Depot Foundation social channels

- a. Please make sure to follow The Home Depot Foundation on social media:
 - i. Facebook: facebook.com/homedepotfoundation
 - ii. Twitter/X: x.com/homedepotfound
 - iii. Instagram: instagram.com/homedepotfoundation
- b. Please post about THDF partnership 2-3 times per quarter, including but not limited to within one week of each partner event or project and in real-time during disaster response efforts when applicable. Please include photos, tag **@HomeDepotFoundation on Facebook/Instagram** and **@HomeDepotFound on Twitter/X** and consider using #TeamDepot if volunteer associates are involved.
 - i. Posts must be submitted to lee_redding@homedepot.com and/or teamdepotPR@homedepot.com prior to publishing.
 - ii. You can find recommendations on capturing videos and photos during events and projects by utilizing the [Nonprofit Partner Media Toolkit](#) on thd.co/pr.
- c. Please feel free to share our Foundation social posts about our partnership on your channels.

V. Let us know about upcoming Team Depot projects

- a. Team Depot projects should be arranged in coordination with your grant manager. Please reach out to them for additional guidance on setting up the project.
- b. Share project information before the event.
 - i. Please provide a detailed background and any available photos with lee_redding@homedepot.com and/or teamdepotPR@homedepot.com no less than **10 business days** before the project for media consideration.
 - ii. Please confirm homeowner or project recipient is willing to be interviewed by media and project partners for external-facing content (social media, videos, news clips, etc.).
- c. Submit photos and videos of volunteerism post-project
 - i. Please submit 8-10 high-resolution photos, videos and descriptions within 48 hours of the Team Depot event.
 - ii. Ideal visuals include before and after photos/videos; volunteers at work; or recipients interacting with Team Depot associates and/or their new space
 - iii. Photos and videos should primarily be shot horizontally for use by media. More tips can be found in the [Nonprofit Partner Media Toolkit](#) at thd.co/pr.
 - iv. [Signed Photo Release Forms](#) must be submitted for each person pictured in photos you share with THDF's PR team. We assume all materials provided to THDF PR team are approved for use in all media, in perpetuity.
- d. THDF representation at events
 - i. Please notify your grant manager and lee_redding@homedepot.com of *locally* scheduled events (groundbreaking, ribbon cutting, etc.) at least **10 business days** in advance and of *regional, national* events at least **6 weeks** prior to event.
 - ii. These events should be included in your quarterly updates, but PR should be notified within the timeline above about events scheduled/occurring between reporting periods.

VI. Stay connected!

- a. Please send any compelling stories, photos or opportunities to partner on content or media to teamdepotpr@homedepot.com. We're always looking for ways to showcase the amazing work of our nonprofit partners.
- b. Loop us in early on newsworthy, national projects for consideration of national media efforts and/or storytelling and production planning.

APPENDIX

I. Helpful links

- a. The Home Depot Foundation Website: HomeDepotFoundation.org
- b. Social media:
 - i. Facebook: facebook.com/homedepotfoundation [@HomeDepotFoundation]
 - ii. Twitter: twitter.com/homedepotfound [@HomeDepotFound]
 - iii. Instagram: instagram.com/homedepotfoundation [@HomeDepotFoundation]
- c. The Home Depot Foundation [Brand Guidelines](#)
 - i. Logos, infographics, media talking points, approved content
 - ii. [Nonprofit Partner Media Toolkit](#) – boilerplate, media/interview best practices, content capture tips, media alert template, and more
- d. Approved Foundation and Team Depot [photos](#)
- e. [THDF Photo Release Form](#)

II. Contacts

- a. THDF Programs + Partnerships contacts:
 - i. Sean Vissar – Sean_Vissar@homedepot.com
 - ii. Erica Headlee – Erica_Headlee@homedepot.com
 - iii. Courtney Jenkins – Courtney_Jenkins@homedepot.com
- b. Communications contacts:
 - i. Lee Redding – Lee_Redding@homedepot.com
 - ii. Whitney Jones – Whitney_V_Jones@homedepot.com
 - iii. THDF PR alias – teamdepotpr@homedepot.com
- c. Team Depot contact:
 - i. Kristine Cohn – Kristine_Cohn@homedepot.com

#



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Nancy Gerardin, Director of Property Operations

Date: November 19, 2025

Re: Approve the Quarterly Write-off to March 31, 2025, of Uncollectible Accounts Receivable from Former Residents.

BACKGROUND

Note: This memo was originally heard as item 4G at the May 21, 2025 ICD Board of Directors meeting and is being re-agendized for November 19, 2025.

Periodically, the Housing Authority of the City of Alameda (AHA) or its affiliates, Alameda Affordable Housing Corporation (AAHC) and Island City Development (ICD), write-off uncollectible rent and miscellaneous charges from its resident ledgers. The term "write-off" indicates a procedure where past due amounts from former residents of an AHA, AAHC, or ICD community are removed from the resident ledgers after the usual means of collection have been exhausted. This procedure does not preclude the AHA, AAHC, or ICD from continuing to pursue collection through a collection agency or other legal actions. Future collection of amounts previously written-off will reduce these expenses.

DISCUSSION

This request is to write-off accounts receivable for residents who have voluntarily vacated, passed, or were evicted and had outstanding balances due to the Alameda Affordable Housing Corporation, the Housing Authority of the City of Alameda, or Island City Development. A final notice will be sent to the respective resident(s) before the outstanding balance is written off. The total amount to be written off is \$202,349.65 and is presented in the attachment to this memorandum. This amount is a combination of past rents due, late fees, damages, and miscellaneous maintenance charges.

FISCAL IMPACT

This resident account write-off will result in an expense to the Alameda Affordable Housing Corporation of \$96,012.88, ICD of \$92,364.77, and the Housing Authority of the City of Alameda of \$13,972.00.

CEQA

N/A

RECOMMENDATION



Approve the Quarterly Write-off to March 31, 2025, of Uncollectible Accounts Receivable from Former Residents.

ATTACHMENTS

1. BOC Attachment Item 5.C Q1 2025 Write Off 05.06.2025

Respectfully submitted,



Nancy Gerardin, Director of Property Operations

Legal Entity	Property Name	Reason for Move Out	Move Out Date	Amount of Bad Debt per reconciliation
AAHC	Esperanza	Relocating	1/7/2025	\$420.00
AAHC	Esperanza	Relocating	3/25/2025	\$769.00
AAHC	Esperanza	Eviction	1/8/2025	\$27,084.23
AAHC	Esperanza	Eviction	1/8/2025	\$32,651.65
AAHC	Parrot Village	Eviction	1/3/2025	\$35,088.00
			TOTAL AAHC	\$96,012.88
ICD	Rosefield	Eviction	1/3/2025	\$18,966.14
ICD	Rosefield	Eviction	1/16/2025	\$14,002.90
ICD	Rosefield	Eviction	2/21/2025	\$45,489.15
ICD	Rosefield	Eviction	1/19/2025	\$13,906.58
			TOTAL ICD	\$92,364.77
AHA	Independence Plaza	Eviction	3/12/2025	\$13,972.00
			TOTAL AHA	\$13,972.00
			TOTAL	\$202,349.65



ISLAND CITY DEVELOPMENT

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

ITEM 6.1

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Lakehurst and Mosley LP for ongoing environmental legal services with Nixon Peabody LLP for Estuary I increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$166,699 for the total term, including extensions, of December 31, 2026.

BACKGROUND

Note: This memo was originally heard as item 4I at the May 21, 2025 ICD Board of Directors meeting and is being re-agendized for November 19, 2025.

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. 25_520_NH PSH I Fourth Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,





Sylvia Martinez, Director of Housing Development



**FOURTH AMENDMENT TO
CONSULTANT SERVICES CONTRACT**

THIS FOURTHAMENDMENT TO CONSULTANT SERVICES CONTRACT ("Amendment"), entered into this 20th day of May 2025 ("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 \$3,333.33 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. The Second Contract Amendment, entered into on October 16, 2024, added \$3,333,33 to the contract amount.

H. The Third Contract Amendment, entered into on January 22, 2025 added \$30,000 to the contract amount.

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

J. 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 Sixty Thousand and Thirty-Two Dollars and Thirty-Four Cents (\$160,032.34) to One Hundred Sixty-Six Thousand Six Hundred and Ninety-Nine Dollars and Zero Cents \$166,699.00. Exhibit A shows the details of this total of all amendments.

The additional scope of work and fee of \$6,666.67 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

The Other Insurance Requirements on page 23 of the original contract shall include the requirement that Lakehurst and Mosley LP is to be listed as named insured on all insurance and the Consultant and its sub-consultants shall provide updated certificates including this name.

[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

"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

EXHIBIT A

SUMMARY OF COSTS

CONTRACT	PSHI
Original	\$ 126,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.33
Amendment 4	\$ 6,666.67
	<u>\$ 166,699.00</u>

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$120,000
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH
TWO OTHER NORTH HOUSING PROJECTS
AT \$40,000.00 EACH



ISLAND CITY DEVELOPMENT

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

ITEM 6.J

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Mosley and Mabuhay LP for ongoing environmental legal services with Nixon Peabody LLP for Estuary II increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$176,699 for the total term, including extensions, of December 31, 2026.

BACKGROUND

Note: This memo was originally heard as item 4I at the May 21, 2025 ICD Board of Directors meeting and is being re-agendized for November 19, 2025.

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 specialty 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 \$3,333.33 was allocated to the contract between Gubb and Barshay and Lakehurst and Mosley LP.

At the October 16, 2024 ICD Meeting, the Board ratified the Second Amendment to the Consultant Services Contract with Gubb and Barshay for the three proposed projects at North Housing Block A. The contract amendments requested an additional \$90,000 for ongoing environmental legal services with Nixon Peabody LLP, split among the three contracts, for a not-to-exceed contract amount between Gubb and Barshay and Lakehurst and Mosley LP of \$156,699.00 for Estuary I, a not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP of \$166,699.00 for Estuary II, and a not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP for \$166,699.00 Linnet Corner projects.

At the February 19, 2025 ICD Meeting, the Board approved The contract amendments request an additional \$10,000 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 \$160,032.34 for the Estuary I project. The new not-to-exceed contract amount between Gubb and Barshay and Mosley and Mabuhay LP is \$170,032.33 for the Estuary II project. The new not-to-exceed contract amount between Gubb and Barshay and Mabuhay and Lakehurst LP is \$170,032.33 for the Linnet Corner project.

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. 25_520_NH PSH II Fourth Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,



Sylvia Martinez, Director of Housing Development

**FOURTH AMENDMENT TO
CONSULTANT SERVICES CONTRACT**

THIS FOURTHAMENDMENT TO CONSULTANT SERVICES CONTRACT ("Amendment"), entered into this 20th day of May 2025 ("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. The Second Contract Amendment, entered into on October 16, 2024, added \$3,333,33 to the contract amount.

H. The Third Contract Amendment, entered into on January 22, 2025 added \$30,000 to the contract amount.

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

J. 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 Seventy Thousand and Thirty-Two Dollars and Thirty-Three Cents (\$170,032.33) to One Hundred Seventy-Nine Thousand Six Hundred and Ninety-Nine Dollars and Zero Cents \$179,699.00. Exhibit A shows the details of this total of all amendments.

The additional scope of work and fee of \$6,666.67 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

The Other Insurance Requirements on page 23 of the original contract shall include the requirement that Mosley and Mabuhay LP is to be listed as named insured on all insurance and the Consultant and its sub-consultants shall provide updated certificates including this name.

[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

"Owner"

Mosley and Mosely LP, a California limited partnership

By: ICD Mosely 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

EXHIBIT A
SUMMARY OF COSTS

CONTRACT	PSHII
Original	\$ 136,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.33
Amendment 4	\$ 6,666.67
	\$ 176,699.00

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$120,000,
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH
TWO OTHER NORTH HOUSING PROJECTS
AT \$40,000.00 EACH



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Sylvia Martinez, Director of Housing Development

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Fourth Amendment to the Consultant Services Contract between Gubb and Barshay and Mabuhay and Lakehurst LP for ongoing environmental legal services with Nixon Peabody LLP for Linnet Corner increasing the total contract amount by \$6,666.67 for a new Total Contract Amount of \$176,699 for the total term, including extensions, of December 31, 2026.

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. 25_0520_NH Seniors Fourth Amendment to Gubb and Barshay Legal Services Contract

Respectfully submitted,





Sylvia Martinez, Director of Housing Development



**FOURTH AMENDMENT TO
CONSULTANT SERVICES CONTRACT**

THIS THIRD AMENDMENT TO CONSULTANT SERVICES CONTRACT ("Amendment"), entered into this 20th day of May 2025 ("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. The Second Contract Amendment, entered into on October 16, 2024, added \$3,333.33 to the contract amount

H. The Third Contract Amendment, entered into January 22, 2025, added \$30,000 to the contract amount.

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

J. 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 Seventy Thousand and Thirty-Two Dollars and Thirty-Three Cents (\$170,032.33) to One Hundred Seventy-Six Thousand Six Hundred and Ninety-Nine Dollars and Zero Cents (\$176,699.00)

The additional scope of work and fee of \$6,666.67 shall be paid for Nixon Peabody work for environmental legal services and environmental scoping unless otherwise directed by the Owner in writing. An updated engagement letter is attached as Exhibit B.

The Other Insurance Requirements on page 23 of the original contract shall include the requirement that Mabuhay and Lakehurst LP is to be listed as named insured on all insurance and the Consultant and its sub-consultants shall provide updated certificates including this name.

[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

"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

EXHIBIT A

SUMMARY OF COSTS

CONTRACT	Seniors
Original	\$ 136,699.00
Amendment 1	\$ -
Amendment2	\$ 30,000.00
Amendment3	\$ 3,333.33
Amendment 4	\$ 6,666.67
	<u>\$ 176,699.00</u>

EXHIBIT B

ENGAGEMENT LETTER WITH NIXON PEABODY FOR UP TO \$120,000
ATTACHED

NOTE: THIS AMOUNT IS SHARED WITH
TWO OTHER NORTH HOUSING PROJECTS
AT \$40,000.00 EACH



ISLAND CITY DEVELOPMENT

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

ITEM 6.L

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Lakehurst and Mosley LP for Additional Civil Engineering Services for The Estuary I, increasing the total contract amount by \$11,697 for a new Total Contract Amount of \$102,782 for the total term, including extensions, of December 31, 2026.

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.

Carlson, Barbee, and Gibson, Inc. (CBG) is the Civil Engineer of North Housing Block A, 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. Additionally, in May and October 2024, the board approved amendments to the trifurcated contract for related survey and Stormwater Pollution Prevention Plan (SWPP) services. Please see previous Board reports for project details.

DISCUSSION

The CBG scope of services will be expanded to include additional construction administration consultation, assistance with stormwater certification reports, the change of information for Block C SWPP, Lakehurst Circle plan revisions, and a permanent fencing plan, which are outlined below.



Additional Construction Administration

Additional construction administration allows CBG to continue providing consultation services through construction completion of the respective projects.

Stormwater Certification Reports

CBG will continue to assemble stormwater certification reports in accordance with City of Alameda requirements.

Change of Information

The current Block A and offsite Construction Stormwater General Permit (GCP) is under 2009 regulatory oversight which is set to expire on September 1, 2025. The two active construction projects are anticipated to be completed before then. However, staff is conservatively transitioning the regulatory coverage of the entire Block A SWPP into the existing Block C SWPP to ensure continued coverage and compliance.

Plan Revisions

Staff requested CBG’s services for the revisions related to the inclusion of speed bumps along the AHA-owned portion of Lakehurst Circle and a permanent fencing plan that will include the boundaries of Lakehurst Circle, North Housing Block C, Mabuhay Street, and the frontage of the Habitat for Humanity property.

Stormwater Operations & Maintenance (O&M) Plan Revisions

The Stormwater Operations & Maintenance plan is being revised to include additional clarification requests from the City of Alameda including incorporation of treatment measures, full trash capture installation, and updated site and boundary demarcations.

The cost for this added work is \$35,090 including reimbursable expenses to be divided equally among the three Block A projects.

The total fees for Civil Engineering services are not-to-exceed \$102,782 for The Estuary I, \$98,181 for The Estuary II, and \$103,036 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>
<u>Amendment No. 3</u>	<u>\$11,697</u>	<u>\$8,946</u>	<u>\$14,446</u>	<u>\$35,090</u>
Grand Contract Total	\$102,782	\$98,181	\$103,036	\$304,000
<u>Contingency Remaining</u>	<u>\$6,902</u>	<u>\$9,653</u>	<u>\$4,153</u>	<u>\$20,710</u>
Total Board Approved Civil	\$109,685	\$107,835	\$107,190	\$324,710



Engineering Budget				
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CBG Contract Amendment No.3 for the additional services for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 1, Attachment 2, and Attachment 3, 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.3 Totaling Up to \$35,090 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner

ATTACHMENTS

1. Estuary I - Lakehurst and Mosley LP - CBG - Consultant Services Contract - Amendment No.3

Respectfully submitted,

Paris Howze

Paris Howze, Project Manager



AMENDMENT NO. 3 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 1st day of May, 2025 ("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. Contract Amendment No.2 increased the total compensation 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).

E. The effective date of this Amendment shall be May 1, 2025.

F. 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 ninety-one thousand, eighty-five dollars and zero cents (\$91,085.00) to one hundred two thousand, seven hundred eighty-two dollars and zero cents (\$102,782.00).

The scope of services is expanded to include additional construction administration, stormwater certification reports, change of information for Lot C SWPP, and plan revisions including the stormwater operations and maintenance plan, and the cost of reimbursable expenses. Please see Exhibit A for additional detail.

Section 10D. Additional Insured has been replaced in its entirety with the following:

D. ADDITIONAL INSURED:

Client, Island City Development (ICD), The Housing Authority of the City of Alameda (AHA), and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers, and ICD Lakehurst LLC, Alameda Affordable Housing Corporation, Bank of America, N.A., Wincopin Circle LLLP and its successors, assigns and transferees and The Banc of America Housing Fund XVII Limited Partnership, LLLP, and City of Alameda shall be named as an additional insured under all insurance coverages, except any professional liability insurance or worker's compensation insurance, required by this Agreement with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37; or both CG 20 38 and CG 20 40). The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Please see exhibit B for full list of additional insured.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

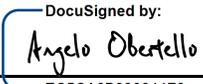
[SIGNATURES ON FOLLOWING PAGE]

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:  _____
EC5CA6B336644F6...

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

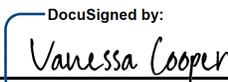
By:  _____
5AFAB7239EC2484...
Vanessa Cooper,
President 

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

The cost for the additional scope attributable to Estuary I is \$10,634 plus \$1,063 for reimbursables for a total of \$11,697. Please see below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

Task Name	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Additional CA	\$9,000	\$3,000	\$2,000	\$4,000
Stormwater Certification Reports	\$9,000	\$3,000	\$1,500	\$4,500
Change of Information (COI) for Lot C SWPP	\$4,000	\$1,334	\$1,333	\$1,333
Plan Revisions	\$6,900	\$1,000	\$1,000	\$1,000
Stormwater O&M	\$3,000	\$1,300	\$1,300	\$1,300
Reimbursables	\$3,190	\$1,063	\$813	\$1,313
Total	\$35,090	\$11,697	\$8,946	\$14,446

Cost breakdown for the new Contract total

Contract	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Initial	\$ 254,060	\$ 85,520	\$85,520	\$83,020
Amendment No. 1	\$ 10,650	\$4,165	\$2,315	\$4,170
Amendment No. 2	\$4,200	\$1,400	\$1,400	\$1,400
Amendment No. 3	\$35,090	\$11,697	\$8,946	\$14,446
Grand Total	\$304,000	\$102,782	\$98,181	\$103,036



April 16, 2025
 Job No.: 2551-000
 Revised: April 30, 2025

Additional Services Request

**North Housing - Phase 1
 Additional Construction Consultation
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>			
	<u>Total</u>	<u>PSH 1</u>	<u>PSH 2</u>	<u>Senior</u>
I. Additional Construction Consultation	\$ 9,000	\$ 3,000	\$ 2,000	\$ 4,000
A. Continued construction administration, including but not limited to attending construction coordination meetings, responding to RFI's, reviewing construction submittals, as requested. Assume 1.5 hours per week for 20 weeks).				
II. Stormwater Certification Reports (27 Facilities)	\$ 9,000	\$ 3,000	\$ 1,500	\$ 4,500
A. Assemble stormwater certification reports in accordance with the City of Alameda requirements.				
III. Change of Information (COI) for Lot C SWPPP	\$ 4,000	\$ 1,334	\$ 1,333	\$ 1,333
A. Prepare a COI for the Lot C SWPPP that complies with the current General Construction Permit requirements and incorporates off-site and Lot A areas.				
B. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.				
C. Prepare an Erosion Control Plan for the project.				
D. Upload the SWPPP and other permit registration documents to the SMARTS website.				
IV. Plan Revisions				
A. Prepare a plan revision to incorporate speed humps on Circle and process with the City of Alameda.	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
B. Prepare Fencing / Interim Edge Condition Plan for PSH 2 Frontage and Habitat of Humanity frontage.	\$ 3,900	\$ 1,300	\$ 1,300	\$ 1,300
V. Stormwater Operations & Maintenance (O&M) Plan Revisions	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
A. Revise Stormwater O&M Plan to address City of Alameda and Client requests.				
VI. Reimbursables		(Cost + 10%)		
A. Printing and Computer Plots.				
B. Delivery Services and UPS.				
C. Acquisition of Record Materials.				
D. Mileage, Tolls and Parking.				
Total	\$ 31,900	\$ 10,634	\$ 8,133	\$ 13,133
Plus Reimbursables				



North Housing - Phase 1

Page 2 of 2

April 16, 2025
Job No.: 2551-000
Revised: April 30, 2025

Description of Work

VII. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

VIII. 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 an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.



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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Exhibit B – Named and Additional Insured Requirements

The following entities are to be listed as Named and Additional Insured on the insurance policies required in Exhibit A.

Estuary I (North Housing PSH I)

- 1. Ownership:** Lakehurst and Mosley LP
Lakehurst and Mosley LP is to be the named insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501
- 2. Entity:** Housing Authority of the City of Alameda
Additional Insured: The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501
- 3. Entity:** Island City Development
Additional Insured: Island City Development, ICD Lakehurst LLC, and its Subsidiaries, and their departments, their respective directors, officers, Boards of Directors, employees, designated volunteers, elected or appointed officials, (ICD), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501
- 4. Entity:** Alameda Affordable Housing Corporation
Additional Insured: Alameda Affordable Housing Corporation named as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501
- 5. Entity:** Bank of America
Additional Insured: Bank of America, N.A. as Additional Insured and Certificate Holder
Address:
Bank of America, N.A.
Gateway Village - 900 Building
Mail Code: NC1-026-06-07
900 W. Trade Street
Charlotte, NC 28255

6. Entity: Enterprise

Additional Insured: Wincopin Circle LLLP and its successors, assigns and transferees (Limited Partner/Investor Member) and The Banc of America Housing Fund XVII Limited Partnership, LLLP

Address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: Asset Management
enterprisecerts@traxlertong.com

7. Entity: City of Alameda

Additional Insured: The City of Alameda, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured.

Include the following statement on certificates:

Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager.

Address:

The City of Alameda
2263 Santa Clara Ave.
Alameda, CA 94501.



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Mosley and Mabuhay LP for Additional Civil Engineering Services for The Estuary II, increasing the total contract amount by \$8,946 for a new Total Contract Amount of \$98,181 for the total term, including extensions, of December 31, 2026.

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.

Carlson, Barbee, and Gibson, Inc. (CBG) is the Civil Engineer of North Housing Block A, 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. Additionally, in May and October 2024, the board approved amendments to the trifurcated contract for related survey and Stormwater Pollution Prevention Plan (SWPP) services. Please see previous Board reports for project details.

DISCUSSION

The CBG scope of services will be expanded to include additional construction administration consultation, assistance with stormwater certification reports, the change of information for Block C SWPP, Lakehurst Circle plan revisions, and a permanent fencing plan, which are outlined below.



Additional Construction Administration

Additional construction administration allows CBG to continue providing consultation services through construction completion of the respective projects.

Stormwater Certification Reports

CBG will continue to assemble stormwater certification reports in accordance with City of Alameda requirements.

Change of Information

The current Block A and offsite Construction Stormwater General Permit (GCP) is under 2009 regulatory oversight which is set to expire on September 1, 2025. The two active construction projects are anticipated to be completed before then. However, staff is conservatively transitioning the regulatory coverage of the entire Block A SWPP into the existing Block C SWPP to ensure continued coverage and compliance.

Plan Revisions

Staff requested CBG’s services for the revisions related to the inclusion of speed bumps along the AHA-owned portion of Lakehurst Circle and a permanent fencing plan that will include the boundaries of Lakehurst Circle, North Housing Block C, Mabuhay Street, and the frontage of the Habitat for Humanity property.

Stormwater Operations & Maintenance (O&M) Plan Revisions

The Stormwater Operations & Maintenance plan is being revised to include additional clarification requests from the City of Alameda including incorporation of treatment measures, full trash capture installation, and updated site and boundary demarcations.

The cost for this added work is \$35,090 including reimbursable expenses to be divided equally among the three Block A projects.

The total fees for Civil Engineering services are not-to-exceed \$102,782 for The Estuary I, \$98,181 for The Estuary II, and \$103,036 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>
<u>Amendment No. 3</u>	<u>\$11,697</u>	<u>\$8,946</u>	<u>\$14,446</u>	<u>\$35,090</u>
Grand Contract Total	\$102,782	\$98,181	\$103,036	\$304,000
<u>Contingency Remaining</u>	<u>\$6,902</u>	<u>\$9,653</u>	<u>\$4,153</u>	<u>\$20,710</u>
Total Board Approved Civil	\$109,685	\$107,835	\$107,190	\$324,710



Engineering Budget				
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CBG Contract Amendment No.3 for the additional services for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 1, Attachment 2, and Attachment 3, 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.3 Totaling Up to \$35,090 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner

ATTACHMENTS

1. Estuary II - Mosley and Mabuhay LP - CBG - Consultant Services Contract - Amendment No.3

Respectfully submitted,

Paris Howze

Paris Howze, Project Manager



AMENDMENT NO. 3 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 1st day of May, 2025 ("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 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, two hundred thirty-five dollars and zero cents (\$89,235.00).

D. Contract Amendment No.2 increased the total compensation from eighty-seven thousand, eight hundred thirty-five dollars and zero cents (\$87,835), to eighty-nine thousand, two hundred thirty-five dollars and zero cents (\$89,235.00).

E. The effective date of this Amendment shall be May 1, 2025.

F. 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, two hundred thirty-five dollars and zero cents (\$89,235.00) to ninety-eight thousand, one hundred eighty-one dollars and zero cents (\$98,181.00).

The scope of services is expanded to include additional construction administration, stormwater certification reports, change of information for Lot C SWPP, plan revisions including the stormwater operations and maintenance plan, and the cost of reimbursable expenses. Please see Exhibit A for additional detail.

Section 10D. Additional Insured has been replaced in its entirety with the following:

D. ADDITIONAL INSURED:

Client, Island City Development (ICD), The Housing Authority of the City of Alameda (AHA), and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers, and ICD Mosley LLC shall be named as an additional insured under all insurance coverages, except any professional liability insurance or worker's compensation insurance, required by this Agreement with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37; or both CG 20 38 and CG 20 40). The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Please see exhibit B for full list of additional insured.

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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: DocuSigned by:
Angelo Obertello
EC5CA6B336644F6...

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: DocuSigned by:
Vanessa Cooper
5AFA87929EC2484... DS Initial DS
SM AR PH
Vanessa Cooper,
President

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

The cost for the additional scope attributable to Estuary II is \$8,133 plus \$813 for reimbursables for a total of \$8,946. Please see below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

Task Name	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Additional CA	\$9,000	\$3,000	\$2,000	\$4,000
Stormwater Certification Reports	\$9,000	\$3,000	\$1,500	\$4,500
Change of Information (COI) for Lot C SWPP	\$4,000	\$1,334	\$1,333	\$1,333
Plan Revisions	\$6,900	\$1,000	\$1,000	\$1,000
Stormwater O&M	\$3,000	\$1,300	\$1,300	\$1,300
Reimbursables	\$3,190	\$1,063	\$813	\$1,313
Total	\$35,090	\$11,697	\$8,946	\$14,446

Cost breakdown for the new Contract total

Contract	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Initial	\$ 254,060	\$ 85,520	\$85,520	\$83,020
Amendment No. 1	\$ 10,650	\$4,165	\$2,315	\$4,170
Amendment No. 2	\$4,200	\$1,400	\$1,400	\$1,400
Amendment No. 3	\$35,090	\$11,697	\$8,946	\$14,446
Grand Total	\$304,000	\$102,782	\$98,181	\$103,036



April 16, 2025
 Job No.: 2551-000
 Revised: April 30, 2025

Additional Services Request

**North Housing - Phase 1
 Additional Construction Consultation
 Alameda, California**

<u>Description of Work</u>	Estimated Fee			
	Total	PSH 1	PSH 2	Senior
I. Additional Construction Consultation	\$ 9,000	\$ 3,000	\$ 2,000	\$ 4,000
A. Continued construction administration, including but not limited to attending construction coordination meetings, responding to RFI's, reviewing construction submittals, as requested. Assume 1.5 hours per week for 20 weeks).				
II. Stormwater Certification Reports (27 Facilities)	\$ 9,000	\$ 3,000	\$ 1,500	\$ 4,500
A. Assemble stormwater certification reports in accordance with the City of Alameda requirements.				
III. Change of Information (COI) for Lot C SWPPP	\$ 4,000	\$ 1,334	\$ 1,333	\$ 1,333
A. Prepare a COI for the Lot C SWPPP that complies with the current General Construction Permit requirements and incorporates off-site and Lot A areas.				
B. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.				
C. Prepare an Erosion Control Plan for the project.				
D. Upload the SWPPP and other permit registration documents to the SMARTS website.				
IV. Plan Revisions				
A. Prepare a plan revision to incorporate speed humps on Circle and process with the City of Alameda.	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
B. Prepare Fencing / Interim Edge Condition Plan for PSH 2 Frontage and Habitat of Humanity frontage.	\$ 3,900	\$ 1,300	\$ 1,300	\$ 1,300
V. Stormwater Operations & Maintenance (O&M) Plan Revisions	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
A. Revise Stormwater O&M Plan to address City of Alameda and Client requests.				
VI. Reimbursables		(Cost + 10%)		
A. Printing and Computer Plots.				
B. Delivery Services and UPS.				
C. Acquisition of Record Materials.				
D. Mileage, Tolls and Parking.				
Total	\$ 31,900	\$ 10,634	\$ 8,133	\$ 13,133
Plus Reimbursables				



North Housing - Phase 1
Page 2 of 2

April 16, 2025
Job No.: 2551-000
Revised: April 30, 2025

Description of Work

VII. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

VIII. 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 an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.



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
-----------------	-------

Exhibit B – Named and Additional Insured Requirements

The following entities are to be listed as Named and Additional Insured on the insurance policies required in Exhibit A.

Estuary II (North Housing PSH II)

1. **Ownership:** Mosley and Mabuhay LP
Mosley and Mabuhay LP is to be the named insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

2. **Entity:** Housing Authority of the City of Alameda
Additional Insured: The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

3. **Entity:** Island City Development
Additional Insured: Island City Development, ICD Lakehurst LLC, and its Subsidiaries, and their departments, their respective directors, officers, Boards of Directors, employees, designated volunteers, elected or appointed officials, (ICD), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

4. **Entity:** Alameda Affordable Housing Corporation
Additional Insured: Alameda Affordable Housing Corporation named as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501



ISLAND CITY DEVELOPMENT

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

ITEM 6.N

To: Board of Directors
Island City Development

From: Paris Howze, Project Manager

Date: November 19, 2025

Re: Authorize and approve the President to negotiate and sign a Third Amendment to the Consultant Services Contract between Carlson, Barbee, & Gibson and Mabuhay and Lakehurst LP for Additional Civil Engineering Services for Linnet Corner, increasing the total contract amount by \$14,446 for a new Total Contract Amount of \$103,036 for the total term, including extensions, of December 31, 2026.

BACKGROUND

Note: This memo was originally heard as item 4J at the May 21, 2025 ICD Board of Directors meeting and is being re-agendized for November 19, 2025.

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.

Carlson, Barbee, and Gibson, Inc. (CBG) is the Civil Engineer of North Housing Block A, 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. Additionally, in May and October 2024, the board approved amendments to the trifurcated contract for related survey and Stormwater Pollution Prevention Plan (SWPP) services. Please see previous Board reports for project details.

DISCUSSION

The CBG scope of services will be expanded to include additional construction administration consultation, assistance with stormwater certification reports, the change of information for



Block C SWPP, Lakehurst Circle plan revisions, and a permanent fencing plan, which are outlined below.

Additional Construction Administration

Additional construction administration allows CBG to continue providing consultation services through construction completion of the respective projects.

Stormwater Certification Reports

CBG will continue to assemble stormwater certification reports in accordance with City of Alameda requirements.

Change of Information

The current Block A and offsite Construction Stormwater General Permit (GCP) is under 2009 regulatory oversight which is set to expire on September 1, 2025. The two active construction projects are anticipated to be completed before then. However, staff is conservatively transitioning the regulatory coverage of the entire Block A SWPP into the existing Block C SWPP to ensure continued coverage and compliance.

Plan Revisions

Staff requested CBG’s services for the revisions related to the inclusion of speed bumps along the AHA-owned portion of Lakehurst Circle and a permanent fencing plan that will include the boundaries of Lakehurst Circle, North Housing Block C, Mabuhay Street, and the frontage of the Habitat for Humanity property.

Stormwater Operations & Maintenance (O&M) Plan Revisions

The Stormwater Operations & Maintenance plan is being revised to include additional clarification requests from the City of Alameda including incorporation of treatment measures, full trash capture installation, and updated site and boundary demarcations.

The cost for this added work is \$35,090 including reimbursable expenses to be divided equally among the three Block A projects.

The total fees for Civil Engineering services are not-to-exceed \$102,782 for The Estuary I, \$98,181 for The Estuary II, and \$103,036 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>
<u>Amendment No. 3</u>	<u>\$11,697</u>	<u>\$8,946</u>	<u>\$14,446</u>	<u>\$35,090</u>
Grand Contract Total	\$102,782	\$98,181	\$103,036	\$304,000
<u>Contingency Remaining</u>	<u>\$6,902</u>	<u>\$9,653</u>	<u>\$4,153</u>	<u>\$20,710</u>



Total Board Approved Civil Engineering Budget	\$109,685	\$107,835	\$107,190	\$324,710
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CBG Contract Amendment No.3 for the additional services for The Estuary I, The Estuary II, and Linnet Corner are included as Attachment 1, Attachment 2, and Attachment 3, 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.3 Totaling Up to \$35,090 to Carlson, Barbee, & Gibson for Additional Civil Engineering Services for The Estuary I, The Estuary II, and Linnet Corner

ATTACHMENTS

1. Linnet Corner - Mabuhay and Lakehurst LP - CBG - Consultant Services Contract - Amendment No.3

Respectfully submitted,

Paris Howze

Paris Howze, Project Manager



AMENDMENT NO. 3 TO CONSULTANT SERVICES CONTRACT

This Amendment of a Consultant Services Contract ("Amendment"), entered into this 1st day of May, 2025 ("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. Contract Amendment No.2 increased the total compensation 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).

E. The effective date of this Amendment shall be May 1, 2025.

F. 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-eight thousand, five hundred ninety dollars and zero cents (\$88,590.00) to one hundred three thousand, thirty-six dollars and zero cents (\$103,036.00).

The scope of services is expanded to include additional construction administration, stormwater certification reports, change of information for Lot C SWPP, and plan revisions including the stormwater operations and maintenance plan, and the cost of reimbursable expenses. Please see Exhibit A for additional detail.

Section 10D. Additional Insured has been replaced in its entirety with the following:

D. ADDITIONAL INSURED:

Client, Island City Development (ICD), The Housing Authority of the City of Alameda (AHA), and their respective directors, officers, Board of Commissioners, Board of Directors, elected and appointed officials, employees, agents, representatives, and designated volunteers, and ICD Mabuhay LLC, Alameda Affordable Housing Corporation, Bank of America, N.A, Wincopin Circle LLLP and its successors, assigns and transferees and The Banc of America Housing Fund XVII Limited Partnership, LLLP, State of California, including its officers, directors, agents, and employees, and California Community Reinvestment Corporation shall be named as an additional insured under all insurance coverages, except any professional liability insurance or worker's compensation insurance, required by this Agreement with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37; or both CG 20 38 and CG 20 40).The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Please see exhibit B for full list of additional insured.

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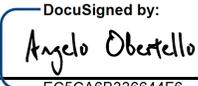
[SIGNATURES ON FOLLOWING PAGE]

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

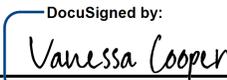
By:  _____
Vanessa Cooper, President
SM AR PA

EXHIBIT A
SCOPE OF SERVICES & FEE BREAKDOWN

The cost for the additional scope attributable to Linnet Corner I is \$13,133 plus \$1,313 for reimbursables for a total of **\$14,446**. Please see below cost breakdown and the attached ASR for additional details.

Cost breakdown for this Amendment

Task Name	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Additional CA	\$9,000	\$3,000	\$2,000	\$4,000
Stormwater Certification Reports	\$9,000	\$3,000	\$1,500	\$4,500
Change of Information (COI) for Lot C SWPP	\$4,000	\$1,334	\$1,333	\$1,333
Plan Revisions	\$6,900	\$1,000	\$1,000	\$1,000
Stormwater O&M	\$3,000	\$1,300	\$1,300	\$1,300
Reimbursables	\$3,190	\$1,063	\$813	\$1,313
Total	\$35,090	\$11,697	\$8,946	\$14,446

Cost breakdown for the new Contract total

Contract	Total Fee	Fee for The Estuary I	Fee for The Estuary II	Fee for Linnet Corner
Initial	\$ 254,060	\$ 85,520	\$85,520	\$83,020
Amendment No. 1	\$ 10,650	\$4,165	\$2,315	\$4,170
Amendment No. 2	\$4,200	\$1,400	\$1,400	\$1,400
Amendment No. 3	\$35,090	\$11,697	\$8,946	\$14,446
Grand Total	\$304,000	\$102,782	\$98,181	\$103,036



April 16, 2025
 Job No.: 2551-000
 Revised: April 30, 2025

Additional Services Request

**North Housing - Phase 1
 Additional Construction Consultation
 Alameda, California**

<u>Description of Work</u>	<u>Estimated Fee</u>			
	<u>Total</u>	<u>PSH 1</u>	<u>PSH 2</u>	<u>Senior</u>
I. Additional Construction Consultation	\$ 9,000	\$ 3,000	\$ 2,000	\$ 4,000
A. Continued construction administration, including but not limited to attending construction coordination meetings, responding to RFI's, reviewing construction submittals, as requested. Assume 1.5 hours per week for 20 weeks).				
II. Stormwater Certification Reports (27 Facilities)	\$ 9,000	\$ 3,000	\$ 1,500	\$ 4,500
A. Assemble stormwater certification reports in accordance with the City of Alameda requirements.				
III. Change of Information (COI) for Lot C SWPPP	\$ 4,000	\$ 1,334	\$ 1,333	\$ 1,333
A. Prepare a COI for the Lot C SWPPP that complies with the current General Construction Permit requirements and incorporates off-site and Lot A areas.				
B. Prepare a Risk Assessment in accordance with the State Water Quality Control Board requirements.				
C. Prepare an Erosion Control Plan for the project.				
D. Upload the SWPPP and other permit registration documents to the SMARTS website.				
IV. Plan Revisions				
A. Prepare a plan revision to incorporate speed humps on Circle and process with the City of Alameda.	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
B. Prepare Fencing / Interim Edge Condition Plan for PSH 2 Frontage and Habitat of Humanity frontage.	\$ 3,900	\$ 1,300	\$ 1,300	\$ 1,300
V. Stormwater Operations & Maintenance (O&M) Plan Revisions	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000
A. Revise Stormwater O&M Plan to address City of Alameda and Client requests.				
VI. Reimbursables		(Cost + 10%)		
A. Printing and Computer Plots.				
B. Delivery Services and UPS.				
C. Acquisition of Record Materials.				
D. Mileage, Tolls and Parking.				
Total	\$ 31,900	\$ 10,634	\$ 8,133	\$ 13,133
Plus Reimbursables				



North Housing - Phase 1
Page 2 of 2

April 16, 2025
Job No.: 2551-000
Revised: April 30, 2025

Description of Work

VII. Assumptions

- A. Qualified SWPPP Developer (QSD) services are limited to this scope. Client will obtain a separate QSD to provide construction related services.

VIII. 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 an Annual Report (AR), Preparation or Processing of a Notice of Termination (NOT), Qualified SWPPP Practitioner (QSP) Services.

Fees will be charged per the attached Standard Hourly Charge Rate Schedule, which is in effect through June 30, 2025.



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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Exhibit B - Additional Insured Requirements

The following entities are to be listed as Named and Additional Insured on the insurance policies required in Exhibit A.

Linnet Corner (North Housing Seniors)

1. **Ownership:** Mabuhay and Lakehurst LP
Mabuhay and Lakehurst LP is to be the named insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

2. **Entity:** Housing Authority of the City of Alameda
Additional Insured: The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (AHA), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

3. **Entity:** Island City Development
Additional Insured: Island City Development, ICD Mabuhay LLC, and its Subsidiaries, and their departments, their respective directors, officers, Boards of Directors, employees, designated volunteers, elected or appointed officials, (ICD), are to be covered as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

4. **Entity:** Alameda Affordable Housing Corporation
Additional Insured: Alameda Affordable Housing Corporation named as additional insured.
Address:
701 Atlantic Avenue
Alameda, CA 94501

5. **Entity:** Bank of America
Additional Insured: Bank of America, N.A. as Additional Insured and Certificate Holder
Address:
Bank of America, N.A.
Gateway Village - 900 Building
Mail Code: NC1-026-06-07
900 W. Trade Street
Charlotte, NC 28255

6. Entity: Enterprise

Additional Insured: Wincopin Circle LLLP and its successors, assigns and transferees (Limited Partner/Investor Member) and The Banc of America Housing Fund XVII Limited Partnership, LLLP

Address:

c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: Asset Management
enterprisecerts@traxlertong.com

7. Entity: California Department of Housing and Community Development

Additional Insured: State of California, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds.

Certificate Holder and Address:

State of California Department of HCD Asset Management and Compliance
P. O. Box 952054
Re: 22-MFSN-17814 & 22-MFSN-17553
Sacramento CA 94252-2054

8. Entity: CCRC

Additional Insured: California Community Reinvestment Corporation

Address:

Attn: Insurance Administrator
100 W. Broadway, Suite 100
Glendale, CA 91210



ISLAND CITY DEVELOPMENT

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

To: Board of Directors
Island City Development

From: Shanon Lampkins, Director of Asset Management, Sylvia Martinez,
Director of Housing Development

Date: November 19, 2025

Re: Authorize the President to approve and sign the Second Amended and
Restated Limited Partnership Agreement of Shinsei Gardens
Apartments, L.P. (an ICD Affiliate)

BACKGROUND

Shinsei Gardens is a 39-unit family property developed by our non-profit partner, Resources for Community Development (RCD). This project was established with Low-Income Housing Tax Credits (LIHTC), part of a widespread redevelopment of the former Naval Air Station. The Housing Authority of the City of Alameda (AHA) owns the land and entered into a 75-year ground lease with Shinsei Gardens Apartments Limited Partnership in 2006.

The property is owned by Shinsei Gardens Apartments, L.P. (Partnership), which consists of Resources for Community Development's (RCD) affiliate, 112 Alves Lane Inc. as the General Partner (0.009% ownership), and ICD Shinsei LLC, an affiliate of Island City Development as the Limited Partner (99.991% ownership).

21 of the property's 39 units are subject to a Project-Based Voucher (PBV) Housing Assistance Payments contract. 1 unit is reserved for the resident manager, which is considered a 'common area' from a LIHTC perspective. Shinsei Gardens is subject to multiple use restrictions. The Ground Lease limits all 38 units to rents affordable to households at 60% Area Median Income (AMI). The property's financing sources require more extensive affordability requirements: the Tax Credit Allocation Committee (TCAC) and Housing and Community Development (HCD) Regulatory Agreements include complex leasing requirements incorporating six different tiers, from 20% AMI to 60% AMI. The restrictions are in effect for 55 years (commencing in 2010).

DISCUSSION

The overall goal for AHA is to gain greater control of the partnership tax credit properties in the portfolio as part of the Year 15 tax credit compliance exit process, thus ensuring the affordability restrictions continue for the property. This is one of 5 LIHTC partnerships with non-AHA developers.

Shinsei Gardens' operational performance has been good, but there were challenges with filling one vacant 3-bedroom unit. For the year ending December 31, 2024, operating revenue was \$977,079, which was 6% lower than budget due to one vacant 3-bedroom unit. The unit



became vacant in June 2024 and is currently still unoccupied. Referrals were sent in June 2024 and August 2024, but a qualified household was not identified. Overall economic occupancy was 93% for the year. Operating expenses were \$538,144. Net Operating Income was \$432,014. The PBV waitlist is expected to be ready between May and June 2025, providing more referrals to fill the vacant 3-bedroom PBV unit.

The Second Amended and Restated Limited Partnership Agreement (LPA) has been adapted to reflect the purchase made by ICD in March 2024 and ongoing operational needs now that the private investor has been replaced. As noted in the Board Memo on May 17, 2023, this agreement clarifies definitions as stated in Article 1. The amendment corrects the General Partner's Contributions and Limited Partner's Contributions as stated in Article 3. The amendment also revises the requirement for deposits in FDIC-insured accounts in Article 6, Section 6.3, as well as adds the maintenance plan. The amendment also prevents the transfer of the property to a Prohibited Actor as defined in Article 9, Section 9.1. Some additional clean-up language has been proposed. The LPA changes have been reviewed by AHA real estate counsel and by RCD.

FISCAL IMPACT

Staff estimates total fees at around \$50,000 for standard transaction fees and legal fees.

CEQA

Not applicable.

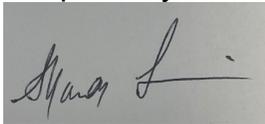
RECOMMENDATION

Accept a report on the Second Amended and Restated Limited Partnership Agreement of Shinsei Gardens Apartments, L.P. (an ICD Affiliate).

ATTACHMENTS

1. Shinsei BOC Presentation May 21 2025
2. Redline (v10 to v7)_Shinsei Gardens Apartments L P - Second AR LPA_v11 SL052025

Respectfully submitted,



Shanon Lampkins, Director of Asset Management, Sylvia Martinez, Director of Housing Development

Shinsei Gardens Year 15 Tax Credit Exit

Board of Commissioners Meeting
May 21, 2025

Property Overview

- Property Name: Shinsei Gardens
- Address: 401 Stargell Avenue
- Placed In Service: September 3, 2009
- Property Type: Family
- Land Owner: City of Alameda Housing Authority
- Resident Services: Operation Dignity
- Property Management: The John Stewart Company,
under direction from Resources for Community Development
- AMI: 20% - 60%
- # PBV Units: 21, including 12 for disabled
- Unit Size and Count: 6 – 1 Bedrooms, 8 - 2 Bedrooms, 12 – 3 Bedrooms, 3 – 4 Bedrooms, 1 Manager’s unit

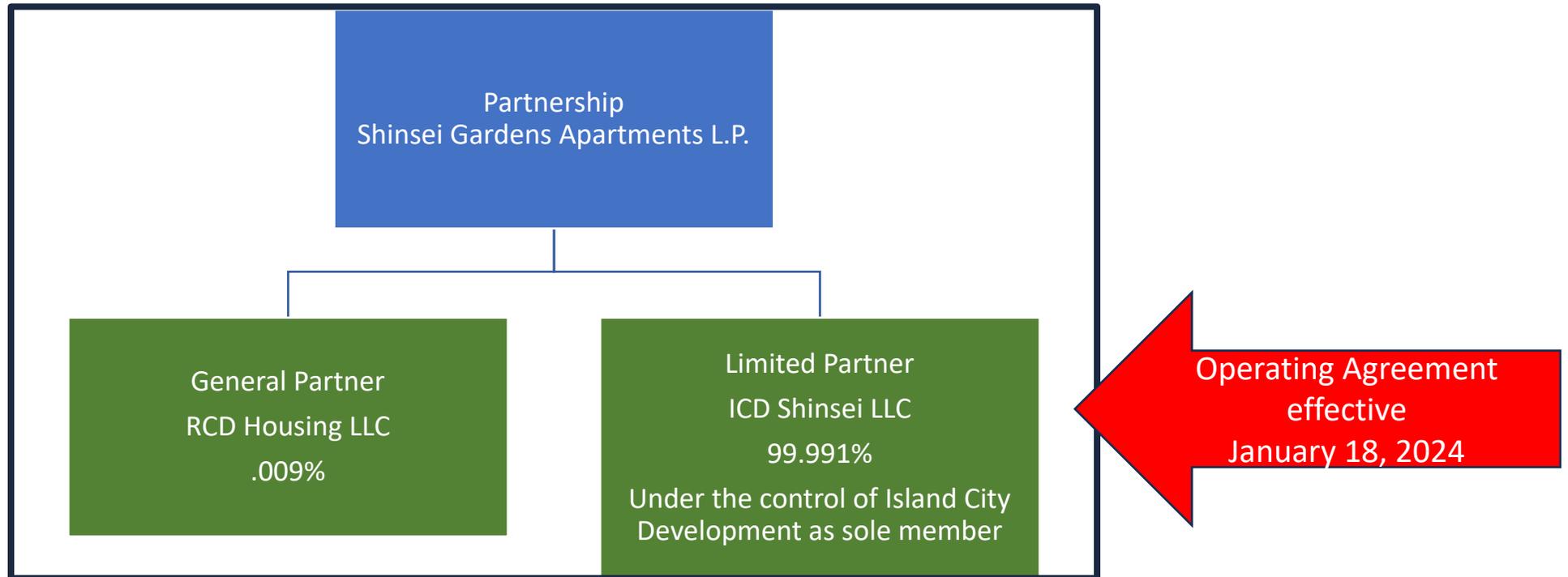


Project Funding Sources

Funding Source	Original Amount	Terms	Maturity Date
HCD MHP	\$3,503,853	Annual .42% payment + residual receipts	06/09/2065
AHA CIC	\$4,000,000	Deferred balloon payment at maturity, residual receipts	03/23/2063
City of Alameda 2007 HOME Loan	\$806,719	Deferred balloon payment at maturity, residual receipts	06/30/2066
City of Alameda 2004 HOME Loan	\$600,000	Deferred balloon payment at maturity, residual receipts	02/10/2063
County of Alameda HOME	\$365,000	Deferred balloon payment at maturity, residual receipts	03/01/2063* Must remain CHDO

Year 15 Exit Event Overview

- National Equity Fund (NEF) has exited the partnership the tax credit investor.
- Current ownership structure:



Revised LPA Key Changes

- Article 1 – Clarifies definition for Credit Period.
- Article 6.3 – Added Cyber Liability Insurance minimum requirement of \$1M.
- Article 6.4:
 - Added requirement that amounts held at any one FDIC-insured banking institution shall not be in excess of maximum insured limits.
 - Added the Partnership will maintain the operating reserve.
 - Added date of HAP contract.
 - Added funds remaining in the Services Reserve Account at the end of the compliance period shall be released..
- Article 8.4:
 - Revised Quarterly unaudited financial statements due date to be within 20 days after each calendar quarter.
 - Revised Audited financials due date for draft form by March 1 and final form by March 15.
 - Revised Tax Returns due date for draft form by March 15 and final form by March 30.
- Additional clean-up language as needed for clarity.

Operations Overview

- As of December 31, 2024 (audited):
 - Operating Revenue: \$977,079
 - Operating Expenses: \$538,144
 - Economic Occupancy: Averaging 93% for fiscal year, which is less than 2 units
 - Net Operating Income: \$438,935
 - Replacement Reserve: \$327,915
 - Services Reserve: \$9,562
 - Operating Reserves: \$157,684
- AHA and the general partner entered into a Continuing Operations and Acquisition Agreement effective as of 07/01/2023.
- Concurrently, AHA and the general partner entered into a Maintenance Plan. This plan uses available project cash, including surplus cash after residual receipts and replacement reserve funds to complete capital improvements as identified in a Capital Needs Assessment dated October 12, 2022.
- The property recently completed an exterior paint capital improvement project.

Recommendation

- Accept a report on approve of the Second Amended and Restated Limited Partnership Agreement for Shinsei Gardens (an ICD Affiliate)

**SECOND AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT**

OF

SHINSEI GARDENS APARTMENTS, L.P.

August 1, 2024

GENERAL PARTNER:

112 Alves Lane, Inc.
2220 Oxford Street
Berkeley, California 94704

LIMITED PARTNER

ICD Shinsei LLC
701 Atlantic Avenue
Alameda, CA 94501

SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF
SHINSEI GARDENS APARTMENTS, L.P.
a California limited partnership
(the “Partnership”)

[_____], 2024 (“Effective Date”)

THIS SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Partnership Agreement”) is entered into as of the date first set forth above by and between 112 ALVES LANE, INC., a California nonprofit public benefit corporation, as the General Partner, and ICD SHINSEI LLC, a California limited liability company, as the Limited Partner.

BACKGROUND

RCD Housing, LLC, as general partner (“Prior GP”), NEF Assignment Corporation, an Illinois not-for-profit corporation (“Prior LP”), as limited partner, and Operation Dignity, Inc., a California nonprofit public benefit corporation (“Prior SLP”), as special limited partner, entered into that certain Amended and Restated Agreement of Limited Partnership dated as of May 30, 2008 (the “Prior Partnership Agreement”). Pursuant to that certain Assignment and Substitution Agreement and First Amendment to Amended and Restated Agreement of Limited Partnership dated May 1, 2010, the Prior GP assigned its rights, title and interests as general partner in the Partnership to the General Partner. The Prior Partnership Agreement has been further amended by:

- (1) First Amendment to Agreement of Limited Partnership dated as of December 17, 2010, by and among Prior GP, Prior LP and Prior SLP (the “First Amendment”).
- (2) Assignment, Withdrawal and Amendment Agreement (Shinsei Gardens Apartments, L.P., dated as of March 31, 2024, by and among Prior LP, as the withdrawing limited partner, General Partner, Prior SLP, Partnership, and Limited Partner (the “Second Amendment”).
- (3) Assignment, Withdrawal and Amendment Agreement (Shinsei Gardens Apartments, L.P.) dated as of March 31, 2024, by and among General Partner, Prior SLP, as the withdrawing special limited partner, Partnership and Limited Partner (the “Third Amendment,” and collectively with the Prior Partnership Agreement, the First Amendment and the Second Amendment, the “Original Partnership Agreement”).

As of the Effective Date, the General Partner and the Limited Partner are the only partners in the Partnership. This Partnership Agreement amends and restates the Original Partnership Agreement in its entirety.

STATEMENT OF AGREEMENT

The parties to this Partnership Agreement, each in consideration of the acts and promises of the others, agree as follows:

ARTICLE 1: DEFINITIONS

The capitalized words and phrases used in this Second Amended and Restated Limited Partnership Agreement for Shinsei Gardens Apartments, L.P. shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of such words and phrases):

“**Accountant**” means [Lindquist von Husen and Joyce, 90 New Montgomery, 11th Floor, San Francisco, California 94105], or such certified public accountant as is selected by the General Partner with the prior written approval of the Limited Partner; provided, however, that the General Partner need not obtain the Limited Partner’s consent if the General Partner selects a “Big 4” accounting firm as the Accountant.

“**Act**” means the California Revised Limited Partnership Act, as the same may be amended from time to time (or any corresponding provisions of any successor law).

“**Adjusted Capital Account Deficit**” means, with respect to any Partner, the deficit balance, if any, in such Partner’s Capital Account as of the end of the relevant fiscal period after giving effect to the following adjustments: (a) the credit to such Capital Account of (i) any amounts which such Partner is obligated to restore under this Partnership Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of §1.704-2(g)(1) and §1.704-2(i)(5) of the Regulations and (ii) the Partner’s share (as determined pursuant to §4.4(a) hereof) of “excess nonrecourse liabilities”; and (b) the debit to such Capital Account of the amounts described in §1.704-1(b)(2)(ii)(d)(4), (5) and (6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of §1.7044(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

“**Affiliate**” means, with respect to any Person: (a) any Person directly or indirectly controlling, controlled by or under common control with such Person; (b) any Person owning or controlling ten percent (10%) or more of the outstanding voting securities of such Person; (c) any officer, director or general partner of such Person; or (d) any Person who is an officer, director, general partner, trustee or holder of ten percent (10%) or more of the voting securities of any Person described in clauses (a) through (c) of this subparagraph.

“**Applicable Federal Rate**” means the minimum interest rate that can be charged without attribution of interest under Code §1274(d).

“Asset Manager” means the Housing Authority of the City of Alameda.

“Asset Management Fee” means an annual fee of \$2,500.00 payment to the Asset Manager.

“Assignee” means a Person to whom all or any part of a Limited Partner’s Partnership Interest has been transferred in a manner permitted under or contemplated by this Partnership Agreement, but who has not been admitted to the Partnership as a Substituted Limited Partner with respect to the transferred Partnership Interest.

“Capital Account” means, with respect to any Partner, the capital account maintained for such Partner pursuant to §3.5.

“Capital Contribution” means, with respect to any Partner, the amount of money and the fair market value of property a Partner agrees to contribute to the Partnership.

“Captive” means an insurance company that only insures all or part of the risks of its parent.

“Cash Flow” means, with respect to any fiscal year of the Partnership, the gross cash receipts of the Partnership, not including insurance proceeds or awards, reduced by the sum of the following: (a) all principal and interest payments and sums paid on or with respect to the Permanent Loan, Subordinate Loans (which have required payments from gross cash receipts) other than loans to the Partnership from the General Partner, including loans made pursuant to §3.7 or §6.4(f)(i) or §6.4(f)(ii) hereof, or the Limited Partner; (b) all cash expenditures incurred incident to the operation of the Partnership’s business other than those that are funded out of the Lease-Up Account (if any), the Operating Reserve Account or any other reserve account that is set up for the Project, including, without limitation, any capital expenditures in excess of funds (i) withdrawn from the Replacement Reserve for such purpose, (ii) paid from insurance proceeds or condemnation awards, or (iii) paid from equity or development financing proceeds); (c) a Property Management Fee of up to 5% of the gross cash receipts of the Partnership; (d) all required replacement reserves deposits, including any arrearages, that must be funded; and (e) such cash as is necessary to (i) pay all accrued, outstanding trade payables, and (ii) establish any additional reserves as the Partners shall from time to time agree to establish. Net Cash from Sales and Refinancing and the proceeds of the Capital Contributions shall be excluded from gross cash receipts for this purpose.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 *et seq.*

“Code” means the Internal Revenue Code of 1986, as the same may be amended from time to time (or any corresponding provisions of any successor law).

“Compliance Period” means, with respect to the Project Property, the 15 taxable years beginning with the first taxable year of the Credit Period as defined in §42(i)(1) of the Code.

“Credit Period” means, with respect to any building the period of one hundred and twenty (120) taxable months beginning with (a) the first full taxable month after the month in which the building is placed in service or (b) at the election of the taxpayer, the first month of the succeeding taxable year, but only if the building is a qualified low-income building (as defined in the Code) as of the close of the first year of such period. Special rules apply to the determination of the Credit Period for multiple building Projects.

“Disposition Fee” means the fee equal to the greater of \$50,000.00 or 1% of the gross sales proceeds to be paid to the Asset Manager out of the net sales proceeds at the time of closing of the sale of the Project or the Limited Partner’s interest in the Project.

“Environmental Law” means (i) CERCLA, (ii) the Hazardous Materials Transportation Act, as amended, 39, U.S.C. Section 1801 et seq., (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., (iv) any similar state or local law, or (v) any regulation adopted or publication promulgated pursuant to any such law.

“Extended Use Agreement” means the extended low-income housing commitment entered into between the Partnership and the State Housing Finance Agency pursuant to §42(h)(6) of the Code.

“General Partner” means 112 Alves Lane, Inc., a California nonprofit public benefit corporation, or any other Person who becomes a successor general partner pursuant to §10.1, §10.2 or §10.3. If there is more than one General Partner, they are referred to herein singularly and collectively as the General Partner, as the context may require or suggest.

“Ground Lease” means that certain Ground Lease Agreement entered into by the Sponsor, as Ground Lessee, and the Housing Authority, as Ground Lessor, dated as of October 4, 2006, for the land on which the Project is located, as amended by that certain First Amendment to Ground Lease Agreement dated as of March 24, 2008 and as evidenced by that certain Memorandum of Ground Lease dated as of March 24, 2008 and recorded in the Official Records of Alameda County, California on March 25, 2008 as Instrument No. 2008-100568. The Ground Lessee’s interest under the Ground Lease has been assigned to and assumed by the Partnership pursuant to that certain Assignment and Assumption Agreement (Ground Lease) entered into by the Ground Lessor, the Sponsor and the Partnership dated as of March 24, 2008, and recorded in the Official Records of Alameda County, California on March 25, 2008, as Instrument No. 2008-100582

“Ground Lessor” means the Housing Authority.

“Hazardous Substance” means any substance defined as a hazardous substance, hazardous material, hazardous waste, toxic substance or toxic waste in (i) CERCLA, (ii) the Hazardous Materials Transportation Act, as amended, 39 U.S.C. Section 1801 et seq., (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., (iv) any similar applicable state or local law, or (v) any regulation adopted or publication promulgated pursuant to any such law.

“**HOME**” means the HOME Investment Partnership Act authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, 42 U.S.C. Section 12701, et seq.

“**Housing Authority**” means the Housing Authority of the City of Alameda, a public body, corporate and politic.

“**Implementation Agreement**” means that certain Implementation Agreement dated as of September 1, 2006, entered into by the Sponsor, the Special Limited Partner, the Housing Authority, the City of Alameda, the Community Improvement Commission of the City of Alameda and the Alameda Reuse and Redevelopment Authority.

“**Indemnitee**” is defined in §6.8(b).

“**Involuntary Event**” means, with respect to any Partner any one of the following events: (a) the making of an assignment for the benefit of creditors by the Partner; (b) the filing of a voluntary petition in bankruptcy by the Partner; (c) the adjudication of the Partner as a bankrupt or insolvent; (d) the filing of a petition or answer by the Partner seeking for itself a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or rule; (e) the seeking, consenting to or acquiescence of the Partner in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of the Partner’s properties; (f) the death of any Partner who is a natural person; or (g) the termination of the legal existence of any Partner who is other than a natural person.

“**Involuntary Transfer**” means any transfer of any Partner’s Partnership Interest effected by operation of law as a result of the occurrence of an Involuntary Event.

“**IRS**” means the Internal Revenue Service.

“**Limited Partner**” means ICD Shinsei LLC, a California limited liability company, or any Person who becomes a Substituted Limited Partner pursuant to §9.1, §9.2, §9.3 or 9.7. if there is more than one Limited Partner, they are referred to herein singularly and collectively as the Limited Partner, as the context may require or suggest.

“**Liquidation Manager**” means any Person selected by the Limited Partner.

“**Maintenance Plan**” means the Shinsei Gardens Maintenance Plan attached hereto as Exhibit A.

“**Maintenance Reserve Account**” means a segregated Partnership bank account established to hold the Maintenance Reserve.

“**Management Agent**” means initially [The John Stewart Company, a California corporation], or such other Management Agent as is selected by the General Partner from time to time with the prior written consent of the Asset Manager.

“Management Agreement” means the agreement between the Partnership and the Management Agent to manage the Project. Without Asset Manager’s written consent, under the Management Agreement: (a) the Management Agent shall in no event earn greater than five percent (5%) of the Project’s gross collected rents; and (b) all fees to any Management Agent related to the General Partner shall be subordinated to the payment of Operating Deficits.

“Market Rate Units” means Project units, if any, that are not subject to income limitations.

“Net Cash from Sales and Refinancings” means, with respect to any fiscal year of the Partnership, the cash proceeds from Partnership sales or refinancings reduced by (a) all reasonable costs and expenses incurred by the Partnership in connection with such sale (not including disposition fees, if any) or refinancing, and (b) all principal and interest payments and other sums paid on or with respect to any indebtedness of the Partnership, other than amounts treated as loans pursuant to this Partnership Agreement from the General Partner or the Limited Partner. Net Cash from Sales and Refinancing shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with the sale or other disposition of Project Property.

“Nonrecourse Deduction” has the meaning set forth in §1.704-2(b)(1) of the Regulations. The amount of Nonrecourse Deductions for any fiscal year of the Partnership equals the excess, if any, of the net increase, if any, in the amount of Partnership Minimum Gain during that fiscal year reduced (but not below zero) by the aggregate amount of any distributions during that fiscal year of proceeds of a Nonrecourse Liability that are allocable to an increase in Partnership Minimum Gain, determined in accordance with §1.704-2(c) of the Regulations.

“Nonrecourse Liability” has the meaning set forth in §1.704-2(b)(3) of the Regulations.

“Operating Deficit” means the amount by which the revenues of the Partnership from rental payments made by tenants of the Project, and all other revenues of the Partnership (other than proceeds of any loans to the Partnership and investment earnings on funds on deposit in the reserve fund for replacements and other such reserve or escrow funds or accounts) for a particular period of time is exceeded by the sum of all of the operating expenses, including all debt service, operating and maintenance expenses, required deposits into the reserve fund for replacements and other reserve accounts, any fees to lenders and/or any applicable mortgage insurance premium payments and all other Partnership obligations or expenditures, excluding payments for construction of the Project and fees and other expenses and obligations of the Partnership to be paid from the Capital Contributions of the Limited Partner to the Partnership pursuant to this Agreement and other financing sources, during the same period of time. In computing the Operating Deficits, all cash expenditures or amounts budgeted to be spent for capital improvements during the period described above shall, also be taken into account, unless such amounts are funded from Project reserves: Operating Deficits shall be measured on a monthly basis.

“Operating Reserve Account” means a segregated Partnership bank account established to hold the Operating Reserve.

“Operating Reserve Target Amount” means \$150,000.00. To the extent funds are available, a balance at least equal to the Operating Reserve Target Amount shall be maintained in the Operating Reserve Account.

“Partner” means a Person who owns an interest in and who has been admitted to the Partnership, including without limitation the General Partner and the Limited Partner.

“Partners” means two or more Partners.

“Partner Minimum Gain” means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with §1.704-2(i) of the Regulations.

“Partner Nonrecourse Debt” has the meaning set forth in §1.704-2(b)(4) of the Regulations.

“Partner Nonrecourse Deductions” has the meaning set forth in §1.704-2(i)(2) of the Regulations. The amount of Partner Nonrecourse Deductions with respect to a Partner Nonrecourse Debt for a Partnership fiscal year equals the net increase during that fiscal year in Partner Nonrecourse Debt reduced (but not below zero) by the proceeds of the Partner Nonrecourse Debt distributed during that fiscal year to the Partner bearing the economic risk of loss for the Partner Nonrecourse Debt that are both attributable to the Partner Nonrecourse Debt and allocable to an increase in Partner Minimum Gain, as determined in accordance with §1.704-2(i)(2) of the Regulations.

“Partnership” means Shinsei Gardens Apartments, L.P., a California limited partnership.

“Partnership Agreement” means this Second Amended and Restated Limited Partnership Agreement, as the same may be amended from time to time. Words such as “herein,” “hereinafter,” “hereof,” “hereto” and “hereunder” refer to this Partnership Agreement as a whole, unless the context otherwise requires.

“Partnership Interest” means the entire ownership interest of a Partner, including, without limitation, the rights and obligations of such Partner under this Partnership Agreement and the Act.

“Partnership Management Fee” means the portion of Cash Flow that is paid to the General Partner pursuant to §5.1(a)(viii) hereof for managing the affairs of the Partnership.

“Partnership Minimum Gain” has the meaning set forth in §1.704-2(d) of the Regulations.

“Partnership Property” means all real and personal property acquired by the Partnership and any improvements thereto, and shall include both tangible and intangible property.

“Person” means any individual, partnership, limited liability company, corporation, trust, or other entity.

“Qualified Occupancy” means the occupancy of 100% of the residential units in the Project.

“Regulations” means the Federal Income Tax Regulations (including without limitation, Temporary Regulations) promulgated under the Code, as the same may be amended from time to time (including corresponding provisions of successor regulations).

“Replacement Reserve” means the amount required by this Partnership Agreement, the Permanent Loan or other loan documents to be reserved by the Partnership, equal to not less than \$600 per unit per year, funded ratably on a monthly basis, with credit given for any amount funded into any lender-controlled replacement reserve, commencing in the month following the month in which Breakeven Operations occurs. After the seventh (7th) anniversary of the completion of construction of the Project, the Limited Partner shall have the right to require a physical assessment of Project Property pursuant to which the amount reserved on a monthly basis may be increased.

“Replacement Reserve Account” means a segregated Partnership bank account established to hold the Replacement Reserve controlled by the General Partner, except as otherwise set forth in §6.4(g)(iii).

“Revenue Deficit Reserve Account” means a segregated Partnership bank account established and controlled as set forth in §6.4(g)(iv) as a Special Purpose Reserve.

“Service” means the Internal Revenue Service.

“Services Reserve Account” means a segregated Partnership bank account established and controlled as set forth in §6.4(g)(v) as a Special Purpose Reserve.

“Special Purpose Reserve” means a reserve, such as the Revenue Deficit Reserve described in §6.4(g)(iv) below and the Services Reserve described in §6.4(g)(v) below, that has been established by the Partnership to hold funds for special Partnership purposes.

“Sponsor” means Resources for Community Development, a California nonprofit public benefit corporation, which appoints the directors of the General Partner’s sole member, 112 Alves Lane, Inc.

“State Housing Finance Agency” means the California Tax Credit Allocation Committee controlling the allocation of Tax Credits and administering the Tax Credits.

[“**Subordinate Loans**” means the following loans from the following lenders in the principal amounts set forth after their names:

<u>Lender</u>	<u>Loan Amount</u>
CA Dept of Housing and Community Development (MHP)	\$3,503,853
Community Improvement Commission, City of Alameda (“CIC”)	up to \$4,000,000
City of Alameda – HOME funds (2007)	\$806,719
City of Alameda – HOME funds (2004)	\$600,000
County of Alameda – HOME funds	\$365,000]

“**Substituted Limited Partner**” means a Person who is admitted as a Limited Partner to the Partnership pursuant to §9.2 or §9.3 in place of and with all the rights of a limited partner under the Partnership Agreement and the Act.

“**Tax Credit,**” “**Tax Credits**” or “**Credit**” means the low income housing tax credit under §42 of the Code.

“**Tax Credit Units**” means Project units that are subject to the Tax Credit income limitations.

“**Voluntary Transfer**” means any sale, assignment, transfer, pledge, or hypothecation of any Partnership Interest by a Partner, except for an Involuntary Transfer.

ARTICLE 2: ORGANIZATION

§ 2.1 Continuation of Partnership. The Partnership was formed as of December 28, 2007 by the filing of the Partnership’s Certificate of Limited Partnership, Form LP-1, with the California Secretary of State, filing no. 200736300013, as modified by that certain (i) Amendment to Certificate of Limited Partnership, Form LP-2, filed with the California Secretary of State on February 6, 2008, (ii) Amendment to Certificate of Limited Partnership, Form LP-2, filed with the California Secretary of State on May 30, 2008, (iii) Amendment to Certificate of Limited Partnership, Form LP-2, filed with the California Secretary of State on May 28, 2010, and (iv) Amendment to Certificate of Limited Partnership, Form LP-2, filed with the California Secretary of State on February 7, 2011. The Partners desire to continue the Partnership under and pursuant to the provisions of the Act. By executing this Partnership Agreement, the parties hereto agree that the Original Partnership Agreement is hereby amended and restated in its entirety.

§ 2.2 Character and Purpose of Business. The general character and purpose of the business of the Partnership is: (a) to acquire, construct, own, finance, lease and operate the Project Property as a qualified low income housing project within the meaning of §42 of the Code; (b) to eventually sell or otherwise dispose of the Project Property in a manner consistent with the provisions of this Partnership Agreement; and (c) to engage in all other activities incidental or related thereto.

§ 2.3 **Name of Partnership.** The name of the Partnership is “Shinsei Gardens Apartments, L.P.”

§ 2.4 **Principal Place of Business.** The address of the principal place of business of the Partnership shall be 2220 Oxford Street, Berkeley, California 94704, or such other address as the Partners may select from time to time.

§ 2.5 **Principal Office.** The address of the principal office of the Partnership is 2220 Oxford Street, Berkeley, California 94704, or such other address as the Partners may select from time to time.

§ 2.6 **Agent for Service of Process.** The Partnership’s agent for service of process is Daniel Sawislak, or such other agent as the General Partner may select from time to time with written notice to the Limited Partner. The address of the agent for service of process is 2220 Oxford Street, Berkeley, California 94704.

§ 2.7 **Name and. Address of General Partner.** The name and address of the General Partner is:

112 Alves Lane, Inc.
2220 Oxford Street
Berkeley, California 94704

§ 2.8 **Names and Addresses of Limited Partner.** The name and address of the Limited Partner is:

ICD Shinsei LLC
701 Atlantic Avenue
Alameda, CA 94501

§ 2.9 **Governmental Filings.** The General Partner shall make all governmental filings as are necessary or appropriate to qualify the Partnership (a) to do or continue to do business in the Project State and any other jurisdiction or (b) to otherwise carry out the purposes and intent of this Partnership Agreement.

§ 2.10 **Term of Partnership.** The term of the Partnership began on December 28, 2007 (the date on which the Partnership’s Certificate of Limited Partnership was first filed with the Secretary of State of the Project State) and the Partnership will continue in existence until December 31, 2081, or such later date as the Partners agree, unless it is earlier dissolved and terminated in accordance with the provisions of this Partnership Agreement.

§ 2.11 **Compliance with Laws.** The Partnership shall comply with all applicable provisions of the Act, and any other applicable statutes and local ordinances governing limited partnerships in the Project State, as well as any other applicable laws of any federal, state, or

local government or agency having legal jurisdiction over the Partnership and the Project (including without limitation, Environmental Laws).

§ 2.12 Statutory Record Keeping. The Partnership shall keep at its principal place of business the following and any and all other items required by the Act:

(a) a current list of the full name and last known address of each Partner, separately identifying each general partner and all limited partners in alphabetical order and setting forth the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Partners and that each Partner has agreed to contribute in the future, and the date on which each became a Partner;

(b) a copy of the certificate of limited partnership of the Partnership, as amended or restated from time to time, together with executed copies of any powers of attorney pursuant to which any such certificate has been executed;

(c) copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;

(d) a copy of the Partnership Agreement, any original or prior written partnership agreements of the Partnership, and any amendments thereto;

(e) financial statements of the Partnership for the three (3) most recent years.

§ 2.13 Related Party Debt. The Partners agree that any entity that is a lending institution having a direct or indirect ownership or beneficial interest in the Limited Partner (a "**Related Lender**"), may at any time make, guarantee, own, acquire or otherwise credit-enhance, in whole or in part, a loan secured by a mortgage, deed of trust or other security instrument encumbering the Project (a "**Related Lender Loan**"). Under no circumstances shall a Related Lender be considered to be acting on behalf or as an agent or the alter ego of the Limited Partner or any of its members, partners or beneficiaries. A Related Lender may in its discretion take any actions that it determines advisable in connection with a Mortgage Loan, including enforcement actions. The Partners hereby acknowledge that no Related Lender owes the Partnership or any Partner any fiduciary duty or other duty or obligation whatsoever by virtue of such Related Lender's direct or indirect ownership or beneficial interest in the Partnership (the "**Related Lender's Equity Interest**"). Neither the Partnership nor any other Partner shall make any claim against a Related Lender, or against the Limited Partner or any other entity through which the Related Lender owns the Related Lender's Equity Interest, relating to a Related Lender Loan and alleging any breach of fiduciary duty, duty of care or any other duty whatsoever to the Partnership, the Limited Partner, or such other Partner, based in any way upon the Related Lender's Equity Interest. As used herein, the term "**Limited Partner**" includes its successors and assigns, as applicable.

§ 2.14 Non-Confidential Tax Shelter. Any obligations of confidentiality contained in or applicable to this Partnership Agreement shall not apply to the federal tax structure or federal tax treatment of the Partnership or the transactions contemplated herein. Each Partner and its

employees, representatives and agents may disclose to any and all persons, without limitation of any kind, such federal tax structure and treatment and such transactions. The Partnership interest shall not be treated as having been issued under conditions of confidentiality for purposes of Treasury Regulations Section 1.6011-4(b)(3) or any successor provision. Each Partner agrees that it has no proprietary or exclusive rights to the federal tax structure of the Partnership, the transactions contemplated herein, or federal tax matters or ideas related to such transactions.

The General Partner shall promptly notify the Limited Partner if it learns that the Partnership has participated in any reportable transaction within the meaning of Treasury Regulations Section 1.6011-4(b)(3).

§ 2.15 Definitions. All capitalized words and phrases used in this Partnership Agreement (other than the full names and addresses of the Partners and governmental subdivisions and agencies) have the meanings set forth in Article 1.

ARTICLE 3: CAPITAL CONTRIBUTIONS AND PARTNER LOANS

§ 3.1 General Partner's Contributions.

(a) In exchange for a 0.009% General Partner Interest, the General Partner has previously made a cash Capital Contribution to the Partnership in the amount of \$ \$941,063.00.

(b) The General Partner has assigned and hereby assigns, and has caused and shall cause its Affiliates to assign, to the Partnership all of its respective rights, title and interest in, to and under all agreements, licenses, approvals, permits, Tax Credit allocations and any other tangible or intangible personal property related to the Project Property or required to permit the Partnership to pursue its business and carry out its purposes as contemplated in this Partnership Agreement. The General Partner's Capital Account will not be credited with any amount as a result of its assignment to the Partnership of the various items referred to in the immediately preceding sentence.

§ 3.2 Limited Partner's Capital Contributions. The Limited Partner has made a cash Capital Contribution to the Partnership in the amount of \$1 for its acquisition of the limited partnership interest in the Partnership. The Limited Partner's predecessor-in-interest has previously made a Capital Contributions to the Partnership in the aggregate amount of \$6,994,834.00 in exchange for a 99.99% Limited Partnership Interest in the Partnership.

§ 3.3 Reserved.

§ 3.4 Interest on Capital Contributions. The Partnership shall not pay any Partner interest on its Capital Contribution.

§ 3.5 Withdrawal and Return of Capital Contributions. Except as provided elsewhere herein, no Partner has the right: (a) to withdraw any part of its Capital Contribution from the Partnership; (b) to demand a return of its Capital Contribution; or (c) to receive property other than cash in return for its Capital Contribution.

§ 3.6 Capital Accounts.

(a) The Partnership shall maintain for each Partner a separate capital account in accordance with §1.704-1 (b) of the Regulations. The Capital Account of each Partner consists of the amount of its Capital Contribution, and will be (1) increased by (i) the fair market value of any property contributed by it to the Partnership, (ii) the amount of any Partnership liability assumed by such Partner or which is secured by any Partnership Property, distributed to such Partner, and (iii) its allocable share of Profits and any items of income or gain specially allocated to it pursuant to §§4.2 (d) through (l), and (2) decreased by (i) the amount of any cash distributed to it, (ii) the fair market value of any Partnership Property distributed to it, (iii) the amount of any liability of such Partner assumed by the Partnership or which is secured by any property contributed. by such Partner to the Partnership, and (iv) its allocable share of Losses and any items of loss or deduction specially allocated to it pursuant to §§4.2 (d) through (l).

(b) If any Partnership Interest is transferred in accordance with the terms of this Partnership Agreement, then the transferee will succeed to the Capital Account of the transferor to the extent it relates to the transferred Partnership Interest. Upon the occurrence of any of the following events, the Partnership shall revalue the Partnership Property and adjust the Partners' Capital Accounts to reflect the gain (or loss) that would have been allocated to each Partner if all the Partnership Property had been sold at its fair market value immediately prior to the occurrence of any of the following events, and if required to cause the provisions herein regarding the maintenance of Capital Accounts to comply with §1.704(b) of the Regulations.

(i) Any new or existing Partner acquiring an additional interest in the Partnership in exchange for more than a de minimis Capital Contribution;

(ii) The Partnership distributing to a Partner more than a de minimis amount of property or money in consideration for an interest in the Partnership; or

(iii) The "liquidation" of the Partnership within the meaning of §1.704-1(b)(2)(ii)(g) of the Regulations, other than a "liquidation" resulting from a termination under §1.708-1(b)(1)(ii) of the Regulations.

The revaluation of the Partnership Property referred to in the immediately preceding sentence will be made in accordance with §1.704-1(b)(2)(iv)(f) of the Regulations.

The foregoing provisions and all other provisions of this Partnership Agreement relating to the maintenance of Capital Accounts are intended to comply with §1. 704-1 (b) of the Regulations and will be interpreted and applied in a manner consistent with such Regulations.

§ 3.7 Loans. Subject to the limitations set forth in §6.2(f), if from time to time the Partnership needs funds in excess of those provided by the Permanent Loan, Subordinate Loans, Capital Contributions of the Partners, Grants and funds required to be provided by the General Partner or any Affiliate of the General Partner pursuant to any obligation hereunder or any other agreement (such as pursuant to §§6.4(f)(i) and §6.4(f)(ii)), any Partner or other person,

organization, or institution may loan such additional funds to the Partnership at an interest cost to the Partnership and upon such terms, as agreed upon by the General Partner in its reasonable discretion, subject to compliance with the terms of existing loan agreements and this Partnership Agreement. Any loan made by a General Partner or an Affiliate of a General Partner will not bear interest in excess of 1.0% per annum below the long term Applicable Federal Rate. Any Partner making any loan to the Partnership will be considered a general creditor of the Partnership and not as a Partner. Any loan made hereunder by a Partner will be paid as provided in §5.1 and §5.2 hereof.

§ 3.8 Additional Capital Contributions. Except as expressly provided in this Partnership Agreement, no Partner is required to make contributions to the capital of the Partnership.

§ 3.9 Reserved.

ARTICLE 4: ALLOCATION OF PROFITS, LOSSES AND TAX CREDITS

§ 4.1 Profit and Loss Allocations. Except as otherwise provided in §4.2, Profits and Losses for any fiscal year of the Partnership are allocated among the Partners in accordance with the following percentages:

Partner:	Primary Percentages
Limited Partner	99.991%
General Partner	.009%
Total	100%

Profits and Losses under this §4.1 shall be allocated among the Partners in accordance with their Primary Percentages.

§ 4.2 Special Allocations. Notwithstanding anything to the contrary contained in §4.1, the following special allocations in all events apply in determining the allocation of Profits and Losses among the Partners and are made prior to the allocations required under §4.1:

(a) **Depreciation.**

(i) Depreciation (cost recovery) deductions are allocated 0.009% to the General Partner, and 99.991% to the Limited Partner.

(ii) Any recapture of Tax Credits is allocated to the Partners that were allocated (or whose predecessors-in-interest were allocated) the depreciation/cost recovery deduction and Tax Credits associated therewith.

(b) **Limitation on Allocations of Losses.** To the extent the allocation of any Losses to a Limited Partner would cause that Limited Partner to have an Adjusted Capital

Account Deficit at the end of any fiscal year of the Partnership, then those Losses will not be allocated to that Limited Partner, but rather will be specially allocated to the General Partner.

(c) **Profit Chargeback.** To the extent any Losses are allocated to the General Partner in accordance with subparagraph (b) of this §4.2, then Profits will thereafter first be specially allocated to the General Partner in proportion to and in an amount (1) up to but not exceeding the amount of any such allocations of Losses made to the General Partner under such subparagraph (b) but (2) not to the extent that Losses would be allocated to the Limited Partner in excess of the amount permitted by such subparagraph (b).

(d) **Partnership Minimum Gain Chargeback.** Notwithstanding any other provision of this Article 4, if there is a net decrease in Partnership Minimum Gain during any Partnership fiscal year; then each Partner will be specially allocated items of Partnership income or gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to the portion of such Partner's share of the net decrease in the Partnership Minimum Gain (determined in accordance with §1.704-2(g) of the Regulations). Any allocations made pursuant to this subparagraph (d) are to be made in proportion to the respective amounts required to be allocated to each of the Partners pursuant thereto. The items of Partnership income or gain specially allocated under this subparagraph (d) are to be determined in accordance with §1.704-2(1) of the Regulations. This subparagraph (d) is intended to comply with the minimum gain chargeback requirements of §1.70472(f) of the Regulations and will be interpreted consistently therewith.

(e) **Partner Minimum Gain Chargeback.** Notwithstanding any other provision of this Article 4 (except subparagraph (d) of this §4.2), if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Partnership fiscal year, then each Partner who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt (as determined in accordance with §1.704-2(i)(5) of the Regulations) will be specially allocated items of Partnership income and gain for such fiscal year (and if necessary, subsequent fiscal years) in an amount equal to the portion of such Partner's share of the net decrease in Partner Minimum Gain attributable to such Partner Nonrecourse Debt (as determined in accordance with §1.704-2(i)(4) of the Regulations). Any allocations made pursuant to this subparagraph (e) will be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items of Partnership income or gain specially allocated under this subparagraph (e) will be determined in accordance with §1.704-2(i)(4) of the Regulations. This subparagraph (e) is intended to comply with the minimum gain chargeback requirements of §1.704-2(i)(4) of the Regulations and will be interpreted consistently therewith.

(f) **Qualified Income Offset.** If a Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in §1.704-1 (b)(2)(ii)(d)(4), (5) or (6) of the Regulations, then items of Partnership income or gain will be specially allocated to that Limited Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of that Limited Partner as quickly as possible. The special allocations required pursuant to this subparagraph (f) are made only if and to the extent that that Limited Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article 4 have been tentatively made as if this subparagraph (f) were not in the Partnership Agreement. This subparagraph (f) is intended to comply with the

qualified income offset requirements of §1.704-1(b)(2)(ii)(d) of the Regulations and will be interpreted consistently therewith.

(g) **Gross Income Allocation.** If a Limited Partner has a deficit balance in its Capital Account at the end of any Partnership fiscal year which exceeds the sum of (1) the amount that Limited Partner is obligated to restore pursuant to any provision of this Partnership Agreement and (2) the amount that Limited Partner is deemed to be obligated to restore pursuant to the penultimate sentences of §1.704-2(g)(1) and 1.704.2(i)(5) of the Regulations, then that Limited Partner will be specially allocated items of Partnership income or gain in the amount of such excess as quickly as possible. The special allocations required pursuant to this subparagraph (g) are made only if and to the extent that that Limited Partner would have a deficit Capital Account in excess of the aforementioned sum after all of the allocations provided for in this Article 4 have been tentatively made as if subparagraph (f) and this subparagraph (g) were not in the Partnership Agreement.

(h) **Nonrecourse Deductions.** Nonrecourse Deductions are specially allocated among the Partners in accordance with the same percentages set forth in §4.1 with respect to Profits and Losses.

(i) **Partner Nonrecourse Deductions.** Partner Nonrecourse Deductions are specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with §1.704-2(i) of the Regulations.

(j) **§754 Adjustment.** To the extent an adjustment to the adjusted tax basis of any Partnership Property undertaken pursuant to §734(b) or 743(b) of the Code is required to be taken into account in determining the Capital Accounts of the Partners under §1.704-1 (b) (2)(iv)(m) of the Regulations, then the amount of such adjustment to the Capital Accounts will be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss will be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to the aforementioned section of the Regulations.

(k) **Imputed Interest.** To the extent the Partnership has taxable interest income with respect to any Capital Contribution pursuant to §483 or §§1271 through 1288 of the Code, then (i) such interest income will be specially allocated to the Partner to whom such Capital Contribution relates, and (ii) the amount of such interest income will be excluded from the Capital Contributions credited to such Partner's Capital Account in connection with the payments of principal with respect to such Capital Contribution.

(l) **Curative Allocations.** The special allocations set forth in subparagraphs (d) through (i) of this §4.2 are intended to comply with the requirements of §1.704-1(b) of the Regulations. These special allocations may lead to results which are inconsistent with the Partners' intentions concerning their sharing in Partnership distributions. Accordingly, the General Partner is hereby authorized and directed to specially allocate other items of Partnership income, gain, loss, and deduction among the Partners so as to prevent the special allocations

required under subparagraphs (d) through (i) of this §4.2 from distorting the Partners' understanding of the manner in which Partnership distributions are to be made to the Partners upon the dissolution and termination of the Partnership. In general, it is anticipated that the special allocations, if any, made under this subparagraph (l) are made by specially allocating other items of Partnership income, gain, loss, and deduction among the Partners so that the sum of the special allocations made to each Partner pursuant to subparagraphs (d) through (i) of this §4.2 equals the sum of the special allocations made under this subparagraph (l).

(m) **Matching Income Allocation of Income or Gain from Sales and Refinancing Proceeds.** All items of Partnership income or gain arising from events resulting in Net Cash from Sales or Refinancings are allocated:

(i) first, as specified in §4.2(d) through (g), (j) and (l) and §4.4(c) of this Agreement;

(ii) second, if after the allocation of Profits and Losses for the fiscal year in which the gain arose, any Limited Partner has a negative Capital Account balance, 99.991% to the Limited Partner, and 0.009% to the General Partner, until the Limited Partner's negative Capital Account is equal to zero;

(iii) third, to any General Partner that has a negative Capital Account balance after the allocation of Profits and Losses for the fiscal year in which the gain arose, until its Capital Account balance is equal to zero;

(iv) fourth, 99.991% to the Limited Partner and 0.009% to the General Partner, until each Limited Partner's positive Capital Account balance equals any amount to be distributed to the Limited Partner pursuant to §§5.2(a)(i) and 5.2(a)(ii); and

(v) fifth, to the Partners in accordance with the percentages specified in §5.2(b)

(n) **Grant Income.** Any income recognized as a result of any receipt of grants by the Partnership shall be allocated one hundred percent (100%) to the General Partner, except that this provision shall not apply to the extent that the Project will be financed with tax-exempt bond proceeds. In addition, if the General Partner is a tax exempt entity, the allocations to the General Partner under this §4.2 shall be limited to the highest percentage of the Partnership's property treated as tax-exempt use property.

(o) **Special Adjustment.** Notwithstanding any provision of this Partnership Agreement to the contrary, and prior to making any special allocations set forth in this §4.2, items of expenses and other deductions (other than depreciation, amortization, cost recovery deductions and Nonrecourse Deductions) equal to the sum of the amount of any loans to the Partnership made by the General Partner or any of its Affiliates pursuant to or for the purposes described in §§3.7, 6.4(f)(i) (but only after achievement of Construction Completion) and 6.4(f)(ii) are specially allocated to the General Partner in each tax year in which any such loan is made.

§ 4.3 Timing of Allocations. Except as otherwise expressly provided in this Partnership Agreement, all allocations of Profits, Losses, Energy Tax Credits and Tax Credits are to be made as of the last day of each fiscal year of the Partnership.

§ 4.4 Other Allocation Rules. The following rules apply for the purpose of interpreting and applying the provisions of this Article 4 relating to the allocation of Profits, Losses, Energy Tax Credits and Tax Credits among the Partners:

(a) **Excess Nonrecourse Liabilities.** Solely for purposes of determining a Partner's proportionate share of the "excess nonrecourse liabilities" of the Partnership within the meaning of §1.752-3(a)(3) of the Regulations, the Partners' respective interests in Partnership Profits shall be those percentage interests set forth in §4.1 (determined without regard to §4.2).

(b) **Effect of Cash Distributions.** To the extent permitted by §1.704-2(h) and §1.704-2(i)(6) of the Regulations, the General Partner shall endeavor to treat distributions of Cash Flow as having been made from the proceeds of a Nonrecourse Liability or a Partner Nonrecourse Debt only to the extent that such distributions would cause or increase an Adjusted Capital Account Deficit for any Limited Partner.

(c) **Recharacterization of Fee as Distribution.** If any fee or portion thereof payable to any Partner or any Affiliate thereof is determined to be a nondeductible distribution from the Partnership to a Partner for federal income tax purposes, there will be allocated to such Partner an amount of gross income equal to such distribution.

§ 4.5 Tax Effect of Allocations. Except as otherwise required under the second paragraph of this §4.5, the allocation of Profits, Losses, Energy Tax Credits and Tax Credits to any Partner under this Article 4 is deemed an allocation to that Partner of the same proportionate part of each separate item of Partnership taxable income, gain, loss, deduction, or credit comprising such Profits, Losses, Energy Tax Credits and Tax Credits, including, without limitation, any "unrealized receivable" or "substantially appreciated inventory item" under §751 of the Code. The Partners are aware of the income tax consequences of the allocations made pursuant to this Article 4 and hereby agree to be bound by the provisions of this Article 4 in reporting their respective shares of Partnership income, gain, loss, deduction, and credit for income tax purposes.

Notwithstanding anything to the contrary contained in this Article 4, income, gain, loss, deduction and credit with respect to any Partnership Property contributed to the capital of the Partnership by any Partner is, solely for tax purposes, allocated among the Partners so as to take into account any variation between the adjusted tax basis of such Partnership Property to the Partnership for federal income tax purposes and the value assigned to such Partnership Property for the purposes of the computation of the Partners' Capital Accounts. If any revaluation of the Partnership Property is made by the General Partner (which revaluation may only be made with the consent of the Limited Partner) then any subsequent allocations of income, gain, loss, deduction, and credit with respect to such Partnership Property will take into account any variation between the adjusted tax basis of such Partnership Property for federal income tax

purposes and the value assigned to such Partnership Property as a result of such revaluation. All allocations required under this paragraph of §4.5 are solely for purposes of federal, state, and local income taxes. These allocations do not affect and must not in any way be taken into account in computing any Partner's Capital Account or any Partner's share of Profits, Losses, Energy Tax Credits, Tax Credits or other items or distributions required or permitted to be made pursuant to any provision of this Partnership Agreement.

ARTICLE 5: DISTRIBUTIONS

§ 5.1 Distribution of Cash Flow.

(a) Cash Flow is, prior to the making of any distributions pursuant to §5.1(b) hereof, paid out in the following order and priority:

(i) ~~(i)~~ **First**, to payment of any accrued and payable Asset Management Fees to the Asset Manager, on a cumulative basis; =

(ii) ~~(ii)~~ **Second**, to the Operating Reserve Account until such time as such account is equal to the Operating Reserve Target Amount; =

(iii) ~~(iii)~~ **Third**, to pay any accrued and unpaid interest and unpaid principal on loans made by the ~~Limited Partner~~ General Partner pursuant to §3.7;

(iv) ~~(iv)~~ **Fourth**, to repay any accrued and unpaid interest and unpaid principal on loans made by the ~~General Partner~~ Limited Partner pursuant to §3.7;

(v) ~~(v)~~ **Fifth**, to the General Partner (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) to repay any amounts treated as loans to the Partnership (without interest) by the General Partner pursuant to §6.4(f)(i) or §6.4(f)(ii) and not yet repaid;

(vi) ~~(vi)~~ **Sixth**, \$25,000.00, to the General Partner as a Partnership Management Fee on a cumulative basis; and

(viii) ~~(vii)~~ **Seventh**, the Maintenance Plan Fee and the PMF Surplus Fee to the General Partner, as applicable.

(b) After making the payments described in §5.1(a), the remaining Cash Flow, if any, shall be distributed to the Partners in accordance with the following percentages:

General Partner	0.009%
Limited Partner	<u>99.991%</u>

Total

100.00%

(c) As of June 30, 2023, the General Partner shall no longer be entitled to receive and retain any incentive management fee, regardless whether such fee is set forth in any other external oral or written agreement between Partners of the Partnership. Any amount of incentive management fee received by the General Partner relating to any period on or after June 30, 2023 (the “Surplus Fee”), regardless of when received by the GP, shall be held in trust by the General Partner upon receipt, and shall be contributed by General Partner to the Partnership as of the date of this Agreement, or such later date as designated by the Housing Authority. Such Surplus Fee contributed to the Partnership by the GP shall be earmarked for the Maintenance Reserve Account. Any incentive management fee paid to GP for 2023 may not exceed \$110,000 in aggregate.

§ 5.2 Net Cash from Sales and Refinancings. Except as otherwise provided in Article 11 of this Partnership Agreement (pertaining to the liquidation and dissolution of the Partnership), Net Cash from Sales and Refinancings is paid or distributed to the Partners as provided in this §5.2.

(a) **Payments.** Net Cash from Sales and Refinancings is, prior to making any distributions pursuant to §5.2(b), paid out in the following order and priority:

(i) First, to the Limited Partner to the extent of any amount which the Limited Partner is entitled to receive to satisfy any Credit Reduction Payment required pursuant to §6.9;

(ii) Second, to the Limited Partner an amount equal to the amount of taxes which would be imposed upon the Limited Partner as a result of the sale or refinancing, assuming that the Limited Partner is subject to the highest marginal federal, state and local income tax rates in effect at such time for corporations;

(iii) Third, to the Sponsor to pay any unpaid balance, if any, on the Deferred Developer Fee;

(iv) Fourth, to the payment of current and accrued Asset Management Fees to the Asset Manager, if outstanding;

(v) Fifth, to the Asset Manager the Disposition Fee;

(vi) Sixth, to the General Partner to pay any accrued and unpaid interest and unpaid principal on loans made by the General Partner pursuant to §3.7;

(vii) Seventh, to the General Partner to pay any accrued and unpaid Partnership Management Fee; and

(viii) Eighth, to the General Partner to pay (in the order of loans made, with earlier loans repaid in full before subsequent loans are repaid) any amounts treated as loans

to the Partnership (without interest) by the General Partner pursuant to §6.4(f)(i) or §(6.4)(f)(ii) and not yet repaid.

(b) After making the payments specified in §5.2(a), the balance of Net Cash from Sales and Refinancings, if any, shall be distributed 94.001% to the Limited Partner, and 5.999% to the General Partner.

§ 5.3 Timing of Distributions. Distributions of Cash Flow shall be made annually within 90 days after the issuance of the audited annual financial statements of the Partnership. The determination of the amount of Cash Flow distributable annually to the Partners under this Article 5 shall be based upon the state of facts existing on the last day of each fiscal year of the Partnership.

§ 5.4 Treatment of Distributions. Distributions to a Partner of Cash Flow are considered draws against such Partner's allocable share of the Partnership's Profits and Losses.

ARTICLE 6: RIGHTS AND DUTIES OF GENERAL PARTNER

§ 6.1 Management of Partnership. The Partnership is managed by the General Partner, who exercises full and exclusive control over the affairs of the Partnership, subject, however, to the limitations on its authority set forth in this Partnership Agreement (including, without limitation, §§6.2 and 6.3). The General Partner is under a fiduciary duty to conduct and manage the affairs of the Partnership in a prudent, businesslike and lawful manner and will devote such part of its time to the affairs of the Partnership as is deemed necessary and appropriate to pursue the business and carry out the purposes of the Partnership as contemplated in this Partnership Agreement. The General Partner shall use its best efforts and exercise good faith in all activities related to the business of the Partnership. Except as set forth in the proviso hereinbelow, the General Partner shall manage the Partnership in accordance with the terms of the Implementation Agreement and cause the Partnership to conduct its activities in accordance with the applicable rights, entitlements and obligations set forth in the Implementation Agreement; provided, however, that if the General Partner believes that there is an action required of it or of the Partnership in order to comply with the terms of the Implementation Agreement which action would (i) violate any provision of this Agreement and/or (ii) adversely affect the interests of the Limited Partner, the General Partner shall, before taking any such action, promptly bring such contemplated action to the attention of the other Partners, and the General Partner must obtain the Limited Partner's approval, in the Limited Partner's sole discretion, of any such action before the General Partner undertakes the same. The General Partner acknowledges and agrees that compliance with the terms of the Implementation Agreement shall not in and of itself constitute a defense to conduct that is otherwise an Event of Default under the terms of this Agreement.

§ 6.2 Restrictions on General Partner's Authority. Notwithstanding anything to the contrary contained in this Partnership Agreement, the General Partner does not have the authority to take any of the actions set forth below without the prior written consent of the Limited Partner:

- (a) Do any act in contravention of or inconsistent with this Partnership Agreement or any other agreement to which the Partnership is a party (including, without limitation, those relating to the Permanent Loan and Subordinate Loans);
- (b) Do any act making it impossible to carry on the ordinary business of the Partnership;
- (c) Confess a judgment against the Partnership;
- (d) Use Partnership Property or assign rights in specific Partnership Property for other than a Partnership purpose;
- (e) Sell or otherwise transfer any interest in the Project Property (other than leases of residential units or, where applicable, commercial space, in the ordinary course of the Partnership's business);
- (f) Incur any liability on behalf of the Partnership in the ordinary course of the Partnership's business in excess of \$25,000 (or enter into any agreement resulting in any such liability being incurred), other than the Permanent Loan and the Subordinate Loans, and those liabilities (or agreements relating thereto) which have been disclosed to and approved in writing by the Limited Partner;
- (g) Acquire any interest in real property or acquire any item of personal property on behalf of the Partnership having a purchase price of more than \$10,000, unless such acquisition is part of the development budget or annual operating budget that has been approved in writing by the Limited Partner;
- (h) Refinance, prepay or modify any mortgage or long-term liability of the Partnership, including, without limitation the Permanent Loan or the Subordinate Loans;
- (i) Compromise any claim or liability in excess of \$25,000 owed by or to the Partnership;
- (j) Make, amend or revoke any tax election required of or permitted to be made by the Partnership under the Code or the Regulations, including, without limitation, any election under §42 or §754 of the Code. In this regard, the General Partner shall make (and the Limited Partner consents thereto) any elections required or permitted under §42 of the Code requested in writing by the Asset Manager;
- (k) Change any accounting method or practice of the Partnership;
- (l) Take any action which would cause the termination of the Partnership for federal income tax purposes or the dissolution of the Partnership for state law purposes;

(m) Construct any improvements on the Project Property other than those contemplated in the Plans and Specifications (or any modification thereof if such modification is expressly approved in writing by the Limited Partner);

(n) Use or cause the Project Property to be used for any purpose other than as a low income housing development as contemplated under §42 of the Code;

(o) Except for the Permanent Loan and Subordinate Loans, mortgage, pledge or encumber any interest in any Partnership Property, including, without limitation, the Project Property;

(p) Loan any money on behalf of the Partnership or guarantee on behalf of the Partnership the indebtedness of any other Person;

(q) Change the nature of the business or purpose of the Partnership;

(r) Hire or retain any Person to manage the Project Property or the Partnership's business other than the Management Agent. The management agreement with Management Agent as the Project Property manager will contain the provisions specified in this Agreement, including those specified under "Management Agent" in Article 1 hereof;

(s) Take any action (or fail to take any action) causing or resulting in a breach of any of the representations, warranties or covenants of the General Partner set forth in this Partnership Agreement, including, without limitation, those set forth in §6.3;

(t) Admit any other person or entity as a Partner;

(u) Except as permitted by §11.1 (pertaining to dissolution of the Partnership), take any action that may cause the dissolution of the Partnership;

(v) Perform any act subjecting any Limited Partner to liability as a general partner in any jurisdiction;

(w) Deposit any Partnership funds in any bank, savings and loan or other financial institution whose accounts are not fully insured by the Federal Deposit Insurance Corporation;

(x) Commingle any Partnership funds with the funds of (1) any other partnership or limited liability company in which a General Partner is a partner or managing member, as the case may be, or (2) a General Partner or any of its affiliates;

(y) Execute or deliver any assignment for the benefit of creditors; or

(z) Enter into any lease or other occupancy agreement with respect to any commercial, child care or other non-residential use of any space within the Project Property, amend, modify or terminate any such lease or occupancy agreement or approve or consent to any

assignment, sublease or change in use under any such lease or occupancy agreement, or amend, modify or terminate the Ground Lease.

§ 6.3 Representations, Warranties and Covenants of the General Partner. As an inducement to the Limited Partner to enter into this Partnership Agreement, and in addition to the representations, warranties and covenants set forth elsewhere in this Partnership Agreement, each of the General Partners (if there is more than one) hereby makes the following representations, warranties and covenants to and with the Limited Partner. All of the representations and warranties are deemed given as of the date hereof and as of every date thereafter throughout the term of the Partnership's existence and may be relied upon by counsel to the Limited Partner in connection with the Limited Partner's investment in the Partnership. The General Partner shall fully comply with and abide by all of these covenants at all times throughout the term of the Partnership's existence.

(a) The Partnership has received an allocation or a reservation (and has or will timely comply with all requirements necessary to receive an allocation) of Tax Credits in an amount no less than the Projected Tax Credits. The General Partner will construct and operate the improvements on the Project Property so as to qualify for the Energy Tax Credits in an amount no less than the Projected Energy Tax Credits.

(b) At all times following the completion of the contemplated improvements to the Project Property, the General Partner shall operate the Project Property in order to qualify all of the Tax Credit Units for the Tax Credit with 100% of the tenants who occupy such units qualifying under the appropriate income and rent restrictions of §42 of the Code as the same may be modified pursuant to the Extended Use Agreement (assuming no repeal or amendment of §42 of the Code renders such qualification impracticable).

(c) To the best of the General Partner's knowledge after due inquiry, there are no actions, suits or proceedings pending or threatened by any person or governmental authority against or affecting the Project Property, the General Partner or any of its Affiliates that may have a material adverse effect on the Project Property or the Partnership or on the ability of the General Partner to perform its obligations hereunder.

(d) The Partnership is not liable (nor has any claim been made against it) for any expense, debt, cost, liability or other charge other than costs incurred in connection with the acquisition and construction of the Project Property, operating expenses arising in the normal course of business, and those relating to the Permanent Loan and Subordinate Loans.

(e) All current leases (if any) for residential units in the Project Property are, and all future leases will be, for an initial term of at least six (6) months.

(f) The General Partner hereby represents and warrants as follows:

(i) To the best of its knowledge, after due inquiry and investigation, except to the extent, if any, disclosed to the Limited Partner or except to the extent encased, encapsulated or otherwise corrected in a manner consistent with federal, state or local law:

(A) the Project does not contain any substance known to be hazardous, including without limitation hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substances, underground storage tanks, polychlorinated biphenyls (PCBs), or radon and the Project is not affected by the presence of oil, toxic substances, or other pollutants that could be a detriment to the Project;

(B) the Project is not in violation of any Environmental Law, and no violation of the Clean Air Act, Clean Water Act, Toxic Substance Control Act, Safe Drinking Water Act, Lead-Based Paint Poisoning Prevention Act, or Occupational Safety and Health Act, or any amendments of these acts or successor statutes, has occurred or is continuing; and

(C) the General Partner has no knowledge and has not received any notice from any source whatsoever of the existence of any of the foregoing hazardous conditions or substances on the Project, or of a violation of any such federal, state, or local law or regulation with respect to the Project, and the General Partner shall throughout the term of the Partnership, notify the Limited Partner in writing of any notice it may receive that such a condition or violation exists.

(ii) If any such hazardous condition or the presence of any hazardous substance is disclosed in the aforesaid environmental report(s) for the Project and such condition or substance has not already been properly encased, encapsulated or otherwise corrected in a manner consistent with federal, state or local law:

(A) the Project budget includes an amount necessary for recommended removal, encapsulation, or other remediation of such condition or substance; and

(B) the General Partner will verify that rehabilitation or construction of the Project has been or is being completed in accordance with the recommendations for removal, encapsulation, or remediation of such conditions or substances and will certify to such in writing to the Limited Partner, upon completion of the rehabilitation or construction.

(iii) The General Partner will deliver to the Limited Partner copies of all test results of materials or soils that are indicated in the environmental report(s) for the Project to be potentially hazardous or copies of any supplemental environmental report(s) that discuss the results of such tests.

(iv) The General Partner will take all actions within its control necessary to comply with and continue to comply with all ongoing or newly arising monitoring, maintenance, inspection, reporting, and remediation requirements of any applicable federal, state, or local environmental laws and regulations.

(v) If the Project has received project-based or tenant-based Section 8 rental subsidies, the Project operating budget shall include sufficient funds for the Project to comply with all applicable federal, state and local lead based paint laws and regulations.

(vi) Unless otherwise approved by the Limited Partner in writing, the aforesaid environmental report(s) are based on assessments of the Project that were performed or recertified not more than one hundred eighty (180) days prior to the date of execution of the Partnership Agreement by the Limited Partner.

For purposes of the representations contained in this §6.3(f), substances known to be hazardous shall not include small amounts of chemicals, cleaning agents, or similar substances employed in routine household uses in a manner typical of occupants in other residential properties, or incidental cleaning supplies, provided that they are used at all times in strict compliance with all applicable laws and regulations and industry standards.

(g) The Partnership is a duly organized limited partnership, validly existing under the Act, and has complied with all filing requirements necessary under the Act for the preservation of the limited liability of the Limited Partner.

(h) No event has occurred that has caused and the General Partner will not act in any manner that will cause (1) the Partnership to be treated for federal income tax purposes as an “association” taxable as a corporation, rather than as a partnership, or (2) any Limited Partner to be liable for Partnership obligations in excess of its Capital Contribution, plus the limited dollar amount of any deficit restoration obligation agreed to by such Limited Partner pursuant to §11.4 and any amount required to be repaid by such Limited Partner to the Partnership pursuant to §7.1 hereof and the Act.

(i) The Partnership holds a leasehold interest in the real property on which the Project is located pursuant to the Ground Lease and owns such leasehold interest and the improvements located thereon free and clear of all liens and encumbrances other than mortgages and other security instruments securing any of the Permanent Loan or the Subordinate Loans and those liens and encumbrances expressly agreed to in writing by the Limited Partner and the General Partner.

(j) The Project Property conforms (or will timely conform) in all respects to all applicable laws, including, without limitation, all zoning, building, health, fire and environmental rules and regulations and there are no laws, planning rules, regulations, ordinances, requirements or environmental laws, regulations or procedures applicable to the Project Property that would materially inhibit or materially adversely affect the operation of the Project Property as a low income housing development.

(k) The General Partner has caused and will cause the Partnership to maintain, with financially sound insurers with an A.M. Best Co. rating of A-VI or better, as designated by A.M. Best & Company, all insurance coverage required by the Limited Partner. The General Partner shall furnish Limited Partner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance

with the requirements below. Such certificates, which do not limit General Partner's indemnification requirements in this Agreement. The Limited Partner's insurance requirements are applicable to the Partnership must name the Limited Partner as an additional insured, and as of the date of this Agreement are as follows:

(1) Workers' Compensation: Statutory coverage as required by the State of California.

(2) Liability: Commercial general liability coverage in the following minimum limits:

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

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

(3) Automotive: Comprehensive automobile liability coverage in the following minimum limits:

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

OR

Combined Single Limit:	\$1,000,000	per accident
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(4) Cyber Liability insurance in the minimum amount of \$1,000,000, covering, but not limited to, data breaches, cyber extortion, business interruption, and identity theft.

(l) Neither of the Permanent Loan, Subordinate Loans nor any other loan or agreement to which the Partnership is a party, nor the General Partner's performance of its obligations thereunder or hereunder, violates or constitutes a default under any provision of law, order of court, indenture, or other instrument affecting the General Partner, the Partnership or the Project Property or, except for the Permanent Loan and Subordinate Loans, result in the creation or imposition of any lien, charge or encumbrance on the Project Property.

(m) The General Partner has provided to the Limited Partner the Plans and Specifications (including, without limitation, all working drawings) and all construction schedules, approved construction draws, certifications concerning occupancy, lien notices, project inspection reports, proposed changes and modifications to the Plans and Specifications,

all available documents pertaining to the Permanent Loan, and Subordinate Loans and any other information which is relevant to the construction and development of the Project Property.

(n) All material information concerning the Project Property known to the General Partner or any of its Affiliates, or which should have been known to any of them in the exercise of reasonable care, has been disclosed by the General Partner to the Limited Partner and there are no facts or information known to the General Partner or any of its Affiliates, or which should have been known to any of them in the exercise of reasonable care, which would make any of the facts or information submitted by the General Partner to the Limited Partner with respect to the Project Property inaccurate, incomplete or misleading in any material respect.

(o) Neither the Partnership nor any Partner has or will have direct or indirect personal liability as maker, guarantor, partner or otherwise with respect to the payment of principal or interest or any other sum due under the Permanent Loan or Subordinate Loans.

(p) The execution and delivery of all instruments and the performance of all acts heretofore or hereafter made or taken or to be made or taken pertaining to the Partnership by the General Partner have been or will be duly authorized by all necessary corporate, limited liability company or other action and the consummation of any such transactions with or on behalf of the Partnership will not constitute a breach or violation of; or a default under, the articles of organization or operating agreement of the General Partner or any agreement by which the General Partner or any of its properties is bound, nor constitutes a violation of any law, administrative regulations or court decree.

(q) Neither the Partners nor any Affiliate of a Partner is a lender to the Partnership unless, based upon the advice of tax counsel or adviser satisfactory to the Limited Partner, such loan will not likely adversely affect or cause a material re-allocation among the Partners of Tax Credits, or Profits and Losses.

(r) The General Partner has no knowledge of, and has not received any notices with respect to, any violations by the Partnership or the Project of federal or state law or municipal ordinances or orders or requirements of any governmental body or authority in whose jurisdiction the Project Property is subject.

(s) There is no default existing, pending or threatened under any provision of the Permanent Loan, Subordinate Loans or any other agreement to which the Partnership is a party and the General Partner shall take all requisite action to comply with the provisions of all such loans and agreements; and, if any such default is alleged, the General Partner shall notify the Limited Partner and the Limited Partner of such actions, and will not result in the breach of or default under any agreement, mortgage or other instrument to which any General Partner is a party or by which any General Partner is bound.

(t) All appropriate roadway and public utilities, including, without limitation, telephone, sewer, water, electricity and, if applicable, gas are available to the Project Property, and all easements required in connection therewith have been obtained and filed of public record

and the General Partner shall use its best efforts to keep all such utilities operating in a manner sufficient to service the Project Property and the residential units contained therein

(u) Intentionally Omitted.

(v) All building permits, environmental permits or other clearances, easements and governmental permits, licenses, and approvals required in connection with the construction, ownership, operation, use and occupancy of the Project Property and all residential units contained therein, have been or will be timely obtained and the General Partner shall take all actions necessary to maintain such approvals in full force and effect;

(w) Six percent (6%) of the Project Property is treated as “tax-exempt use property” as defined in §168(h) of the Code.

(x) No General Partner is under any commitment to any real estate broker, rental agent, finder, syndicator or other intermediary with respect to the Project or any portion thereof, except for arrangements disclosed in writing to the Limited Partner prior to the date hereof.

(y) Intentionally Omitted.

(z) The General Partner is a limited liability company duly organized and validly existing under the laws of the Project State.

(aa) The General Partner has previously provided a true, complete and current copy of the Partnership’s original limited partnership agreement, together with all amendments thereto, to the Limited Partner, which original limited partnership agreement and amendments reflect all agreements among the Partners of the Partnership prior to its amendment hereby.

(bb) The execution and delivery of this Partnership Agreement and each of the other documents and agreements described in or contemplated by this Partnership Agreement by the General Partner, and the performance of the transactions contemplated herein and in each such other document, have been -duly authorized by all requisite corporate actions, and will not result in the breach of or default under any agreement, mortgage or other instrument to which any General Partner is a party or by which any General Partner is bound.

(cc) This Partnership Agreement is binding upon and enforceable against the General Partner in accordance with its terms.

(dd) The General Partner will not transfer a controlling interest in itself without the consent of the Limited Partner.

(ee) The General Partner shall not, and shall cause the Management Agent not to, (1) cause or permit any waste or damage to the Project Property, or (2) allow any tenant to use a residential unit, or, if applicable, commercial space, within the Project Property or any of the

common areas in any manner which is unlawful, hazardous, unsanitary, noxious or offensive or which unreasonably interferes with the use of the Project Property by the other tenants.

(ff) The General Partner shall maintain the Project Property in a decent, safe and sanitary condition.

(gg) The General Partner shall operate the Project Property in accordance with, and lease residential units within the Project Property in compliance with, §6.3(b) and the terms of the Extended Use Agreement. In connection with such leasing of the Project's residential units, the General Partner and the Limited Partner shall form a committee comprised of one representative of each for the purpose of advising the General Partner on matters concerning tenant selection as well as property management. The members of such committee shall meet not less than once every three (3) months at a location and time which is mutually convenient. Upon the mutual consent of the General Partner and the Limited Partner, the committee may also include one representative from each of the Housing Authority or its designee.

(hh) Intentionally Omitted.

(ii) Intentionally Omitted.

(jj) The General Partner has determined that neither the General Partner, the Sponsor, the Limited Partner nor any of the officers, directors, principals, employees or owners of the General Partner, the Sponsor or the Limited Partner are on the list of Specially Designated Nationals and Blocked Persons promulgated by the U.S. Department of the Treasury and located on the internet at <http://www.treas.gov/offices/eotffc>.

§ 6.4 Specific Obligations of General Partner. The General Partner shall, on behalf of and in the name of the Partnership and in addition to any obligations placed upon it elsewhere in this Partnership Agreement, have the following specific obligations:

(a) **Securities Law Matters.** The General Partner shall prepare and file all appropriate reports for the Partnership with the Securities and Exchange Commission and state securities administrators.

(b) **Limited Partnership Status.** The General Partner shall (1) file such certificates and do such other acts as may be required to qualify and maintain the Partnership as a limited partnership under the Act and to qualify the Partnership to transact business in all such jurisdictions as may be required under applicable provisions of law and (2) take or cause the Partnership to take all reasonable steps deemed necessary by counsel to the Partnership to assure that the Partnership is at all times classified as a partnership for federal and state income tax purposes.

(c) **Governmental Filings.** The General Partner shall prepare, sign and submit to the IRS, the State Housing Finance Agency and any other governmental authority having jurisdiction over the Project Property, on a timely basis, any and all annual reports, information returns and other certifications and information required by any such governmental

agency. The General Partner shall comply with all other applicable requirements of any federal, state or local agency having jurisdiction over the Project Property, including, without limitation, any requirements of any such governmental agency with respect to the funding and maintenance of any operating or replacement reserves for the Project Property.

(d) **Bank Accounts.** The General Partner shall establish in the name and on behalf of the Partnership such bank accounts as shall be required to facilitate the operation of the Partnership's business. The Partnership's funds shall not be commingled with any other funds of the General Partner or any of its Affiliates, including without limitation, any other partnership in which a General Partner is a general partner. Funds of the Partnership held in bank accounts shall be deposited in one or more interest-bearing accounts maintained in FDIC-insured banking institutions, with no such account, or accounts in aggregate at any one FDIC-insured banking institution, having a balance in excess of the maximum insured amount, or in such other investment vehicle as shall be approved in writing by the Limited Partner. If the Partnership incurs any loss due to any Partnership funds being deposited in FDIC-insured accounts with balances in excess of the maximum insured amount, the General Partner and the Sponsor (pursuant to the Guaranty Agreement) shall be absolutely and unconditionally liable to the Partnership and the Limited Partner with respect to any such loss, unless the Limited Partner had pre-approved in writing the General Partner's written request to maintain a balance in excess of the maximum insured amount. Promptly upon the request of the Limited Partner, the General Partner shall obtain and deliver to the Limited Partner full, complete and accurate statements of the amount and status of all Partnership bank accounts and all withdrawals therefrom and deposits thereto.

(e) **Required Reserves.**

(i) **Lease-up Reserve.** Intentionally Omitted.

(ii) **Operating Reserve.** The General Partner shall establish the Operating Reserve Account and fund it with the Operating Reserve Target Amount out of loan and/or equity proceeds. The General Partner shall also be obligated, to the extent funds are available, to replenish the Operating Reserve Account up to the Operating Reserve Target Amount out of Cash Flow or the proceeds of sales or refinancing in accordance with §5.1 and §5.2 hereof. The Operating Reserve will be held in the Operating Reserve Account, under the control of the General Partner (or a Project lender, if required), and the Partnership will maintain this account. Withdrawals from the Operating Reserve Account will require the written approval of the General Partner and the Asset Manager (except in cases where the Account is under the control of one of the Project lenders in which case the General Partner shall, within five (5) business days of such withdrawal, notify the Asset Manager in writing of any withdrawal from the Operating Reserve Account and the purpose for which such withdrawal was made). If applicable, within five (5) business days of receipt by the Asset Manager of such requests, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such five (5) business day period, the withdrawal request will be deemed to be approved. So long as funds remain in the Operating Reserve, such funds will be used to fund Project operating and debt service deficits.

(iii) **Replacement Reserve.** The General Partner shall establish the Replacement Reserve. The Replacement Reserve will be held in the Replacement Reserve Account, under the control of the General Partner (unless the Account is under the control of one of the Project lenders). Withdrawals from the Replacement Reserve Account in excess of \$5,000.00 in the aggregate in any given month (unless such withdrawal was provided for in the approved Project budget) will require the written approval of the General Partner and the Asset Manager (except in cases where the Account is under the control of one of the Project lenders, in which case the General Partner shall notify the Asset Manager in writing of any withdrawals from the Replacement Reserve Account and the purpose for which such withdrawal was made). Within five (5) business days of receipt by the Asset Manager of such requests, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such five (5) business day period, the withdrawal request will be deemed to be approved. The General Partner will be required to fund the Replacement Reserve Account on a cumulative basis in the annual amount of \$600 per unit per year (to be increased annually by -0-%) from Project Cash Flow. The Replacement Reserve will be utilized to make capital improvements and repairs to the Project.

(iv) **Revenue Deficit Reserve.** The General Partner shall establish and fund the Revenue Deficit Reserve Account. The Revenue Deficit Reserve will be held in the Revenue Deficit Reserve Account, under the control of the General Partner (unless the Account is under the control of one of the Project lenders). The funds in the Revenue Deficit Reserve Account are to be used solely for the purpose of payment of Operating Deficits which occur or are projected to occur if the existing Housing Assistance Payments Contract for the Project, dated _____, 2024 (the “**HAP Contract**”) is not renewed or housing assistance payments thereunder are terminated or curtailed during the term of the HAP Contract; the funds in the Revenue Deficit Reserve Account are not available to fund Operating Deficits during the term of the HAP Contract that occur as a result of any other cause. Withdrawals from the Revenue Deficit Reserve Account will require the written approval of the General Partner and the Asset Manager (except in cases where the Revenue Deficit Reserve Account is under the control of one of the Project lenders, in which case the General Partner shall notify the Asset Manager in writing of any withdrawals from the Revenue Deficit Reserve Account and the purpose for which such withdrawal was made). Within five (5) business days of receipt by the Asset Manager of such requests, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such five (5) business day period, the withdrawal request will be deemed to be approved.

If the HAP Contract is fully funded during each of the first five (5) years of the term of the HAP Contract, then at the end of each calendar year following the end of the fifth (5th) year of the term of the HAP Contract an amount equal to ten percent (10%) of the amount of the funds that were in the Revenue Deficit Reserve Account as of the end of the fifth (5th) year of the term of the HAP Contract may be withdrawn and ~~used by the General Partner (A) first, to pay any outstanding Deferred Development Fee and (B) second, any remaining funds to be~~ deposited

into the Operating Reserve, the Replacement Reserve and/or the Services Reserve, as elected by the General Partner but with the consent of the Asset Manager as to such election.

(v) **Services Reserve.** The General Partner shall establish the Services Reserve Account and fund it in the amount of at least \$100,000.00. The Services Reserve Account will be held under the control of the General Partner (unless the Account is under the control of one of the Project lenders) and the Partnership will maintain this account until the end of the Compliance Period (without any requirement to replenish the Account). Withdrawals from the Services Reserve Account shall require the written approval of the General Partner and the Asset Manager (except in cases where the Account is under the control of one of the Project lenders, in which case the General Partner shall notify the Asset Manager in writing of any withdrawals from the Services Reserve Account and the purpose for which such withdrawal was made). Within five (5) business days of receipt by the Asset Manager of such requests, the Asset Manager shall notify the General Partner whether the request has been approved, disapproved or whether additional information is needed to evaluate the request. If the Asset Manager does not respond within such five (5) business day period, the withdrawal request will be deemed to be approved. Notwithstanding the foregoing, in the event that the annual operating budget that has been approved by the Asset Manager includes the planned withdrawal of funds from the Services Reserve Account to pay for required services for residents of the Project (as described in the following paragraph), then the approval of the Asset Manager shall not be required again at the time of such withdrawal of funds in accordance with the approved operating budget.

(f) Funds in the Services Reserve Account shall be used solely to pay for required services for residents of the Project when there is a shortfall of funds called for in the approved operating budget to pay for such services; such funds in the Services Reserve Account may be used prior to using funds in the Operating Reserve Account and regardless of whether there is an Operating Deficit. Any excess funds remaining in the Services Reserve Account at the end of the ~~_____~~ Compliance Period shall be released from the Services Reserve Account and applied by the Partnership in accordance with §5.2 hereof, in the case of a sale of the Project, or in accordance with §11.2 hereof, in the case of the dissolution of the Partnership.

(g) **Property Management.** The General Partner, on behalf of the Partnership, shall enter into a Management Agreement with the Management Agent for the physical property management and leasing of the Project, in form and of content as set forth in a separate document approved in writing by the General Partner and Asset Manager. The General Partner, on behalf of the Partnership, shall diligently enforce all of the obligations of the Managing Agent thereunder and shall perform all of the Partnership's obligations as owner thereunder, subject to the following terms and conditions:

(i) **Renewal or Successor Agreements.** Upon the termination of such Management Agreement or any subsequent Management Agreement, the General Partner shall renew the same or enter into an agreement that does not differ materially from the initial Management Agreement in Management Agent obligations and owner remedies, or in any other respect, with the same Management Agent or another Managing Agent of at least comparable ability and experience who can reasonably be expected to perform at least as well, subject to the requirements of subparagraphs (ii) and (iii) hereinbelow.

(ii) Notice and Consultation. If the General Partner wishes to enter into a new form of management agreement or retain the services of a different Managing Agent, it shall give the Asset Manager at least thirty (30) business days' prior written notice of the proposed change, accompanied by a copy of any proposed new Management Agreement and a written description of the identity and qualifications of any proposed new Management Agent, and the General Partner shall consult with the Asset Manager regarding the proposed change.

(iii) Asset Manager Consent. Under any circumstances, the General Partner shall not enter into a new Management Agreement materially different from the initial Management Agreement in any respect without the prior written consent of the Asset Manager as to the form and content of such new Management Agreement, nor shall the General Partner retain the services of a Management Agent other than a Management Agent previously approved by the Asset Manager without the prior written consent of the Asset Manager as to the identity and qualifications of such new Management Agent.

(iv) Termination of Non-Performing Management Agent. If the Management Agent fails to perform any of its obligations under the Management Agreement, whether general or specific obligations, in any material respect, including without limitation failure to capably manage the Project as measured by sustained high Project vacancies, delinquent rents, or operating deficits, inadequate maintenance, or failure to qualify tenants under low-income housing tax credit requirements, or repeated failure to provide or unreasonable delay in providing accurate financial or operating reports to the General and Limited Partners, the General Partner shall promptly comply with the terms of the Management Agreement regarding notice to the Management Agent and its opportunity to cure. The General Partner shall also simultaneously provide the Asset Manager with a copy of this notice and any documentation explaining why the Management Agent should not be terminated for cause. Upon expiration of the applicable cure period, and the failure of the Management Agent to cure its breach of the Management Agreement, the General Partner shall consult with the Asset Manager as to whether or not the Management Agent should be retained and, if so, under what terms and conditions. Unless within ten (10) business days of the delivery of this notice the Asset Manager consents in writing to the retention of the managing agent, the General Partner shall terminate the Management Agent for cause, in accordance with the terms of the Management Agreement. The General Partner shall also immediately enter into a new Management Agreement with a substitute Management Agent, subject to the prior written consent of the Asset Manager.

(v) Removal of Management Agent. The General Partner shall, either on its own or upon the written request of the Asset Manager, promptly remove the Management Agent if cause for such removal exists. As used herein, "cause" shall include, but not be limited to, any one of the following: (a) failure to promptly and competently perform (after any applicable notice and cure period) all duties of the Management Agent under the Management Agreement with the Partnership, (b) failure to materially comply with the record keeping, tenant qualification and rental requirements of the Extended Use Agreement and §42 of the Code and the Regulations, rulings, and policies related thereto, or (c) material mismanagement of the Project.

(vi) Removal of Non-Complying General Partner. If the General Partner fails to comply with any of the requirements of this §6.4(g) and such failure continues beyond applicable notice and cure periods, it may be removed for cause pursuant to §10.6 hereof.

All Management Agreements shall contain specific provisions requiring the Management Agent to rent to low-income tenants at the level required to maintain Qualified Occupancy, to obtain prior written approval of the General Partner for any deviation from such level, to obtain tenant income certifications and employer and/or other relevant verifications of tenant income, to determine low-income tenant eligibility for tax credit purposes, to deliver certifications of its compliance with these requirements and of Project rent rolls upon Qualified Occupancy and annually prior to the times such information is required for low-income housing tax credit purposes, to keep records of such low-income rental and occupancy and deliver copies of leases, certifications, and verifications to the Partnership, and to prepare elections, certifications, and any other materials contemplated by §6.4(i) hereof, to the extent necessary or advisable to qualify for and maintain the low-income housing tax credit and any other available tax benefits in connection with such rental and occupancy. In addition to the foregoing, all Management Agreements shall require the Management Agent to impose the maximum allowable rents for the residential units, as prescribed by the Code or State applicable law, unless such non-conforming lower rents are otherwise approved by the Limited Partner.

Where the Management Agent is the General Partner or its affiliate, each management agreement shall provide that the Management Agent's monthly fees are accrued and subordinated to payment of Operating Deficits until funds are available to pay such fees.

(h) Cooperation with Asset Manager. The General Partner shall cooperate and shall cause the Management Agent to cooperate fully with the Asset Manager so that the Asset Manager may carry out its duties and obligations.

(i) Rental Program. The General Partner shall cause to be kept all records of rental and occupancy and shall take such other actions required under §6.4(l) hereof to claim all available tax benefits in connection therewith. The General Partner and Project Management Agent shall comply with all income certification or other record-keeping requirements of the Code and Regulations, and of prudent management accounting practices, to support the claim of a low-income housing tax credit based on the occupancy requirements for the Project and any other material tax benefits resulting from such low-income occupancy of the Project.

(j) Tax Benefits Requirements. The General Partner acknowledges that it is of great importance that the Tax Credits and all other tax benefits contemplated herein be achieved and maintained. Accordingly, the General Partner agrees as follows:

(i) Record-Keeping. The General Partner shall cause records to be kept, and cause all elections and certifications to be made, pertaining to the number and size of apartment units, occupancy thereof by tenants, income levels of tenants, set-aside for low-income tenants, and any other matters now or hereafter required to qualify for and maintain the Tax Credits and any other available tax benefits in connection with low-income occupancy of the Project.

(ii) Set-Aside Election. The General Partner shall elect the minimum low-income set-aside requirement as may hereafter be required by the Code or regulations thereunder for the Tax Credits; provided, however, that in the event it becomes reasonably certain that such set-aside either will not be met or will be exceeded, the General Partner shall promptly so notify the Partners in writing and shall proceed to elect such other minimum set-aside requirement as will best protect or enhance the projected tax benefits to the Partners under the circumstances.

(iii) Annual Compliance Procedures. As soon as feasible after Qualified Occupancy has occurred and annually thereafter, prior to the times such information is required for Tax Credit reporting purposes, the General Partner shall:

(A) cause the Partnership's Management Agent to submit to the Partnership the certifications and all other applicable materials related to low-income leasing described in §6.4(k) hereof;

(B) check and verify the same against leases, certifications, and other appropriate back-up materials to the extent necessary or advisable to determine with reasonable assurance that the low-income leasing requirements have been met for Tax Credit purposes; and

(C) execute and deliver to the Limited Partner a certification, in form reasonably acceptable to the Limited Partner, stating that the General Partner has complied with the foregoing requirements and attaching copies of the managing agent's certification and rent roll in a format reasonably acceptable to the Limited Partner.

(iv) Local Code Compliance. The General Partner shall maintain the Project in compliance with rules prescribed by the Secretary of Treasury pursuant to §42(i)(3)(B)(ii) of the Code. The General Partner shall also promptly provide the Limited Partner with any notice or other documentation sent by any federal, state or local governmental agency that the Project may be in violation of any health, environmental, safety, building, or other federal, state or local statute, regulation, or ordinance.

(k) Mold Inspections. The General Partner agrees to inspect the Project Property at least once annually for the presence of any mold, fungus or moisture buildup in or on the Project Property. In the event any mold, fungus or moisture buildup is identified in or on the Project Property, the General Partner shall notify the Limited Partner within ten (10) business days and shall consult with the Limited Partner regarding the need to hire an environmental consultant to evaluate the mold, fungus or moisture buildup and the need to prepare and implement a remediation plan, and the General Partner shall implement, or shall cause the implementation, of such remediation plan to eradicate the mold, fungus or moisture buildup.

(l) Maintenance Reserve Plan. General Partner and Limited Partner have entered into the Maintenance Plan, attached hereto as Exhibit A, that requires General Partner to use available Cash Flow after the distributions set forth in Section 5.1(b) (including, but not

limited to surplus cash after residual receipt loan payments) and replacement reserves to make life safety improvements, address deferred maintenance and, perform unit upgrades. The Maintenance Plan addresses all items referenced in that certain Capital Needs Assessment (the “CNA”) for Shinsei Gardens dated October 12, 2022, which identifies life safety and deferred maintenance issues. In addition to addressing the safety and deferred maintenance issues identified in the CNA, the Maintenance Plan requires the General Partner to commission a separate capital needs assessment (the “New CNA”) which was completed September 12, 2023, with a scope of work that includes inspection of all units and the development of a detailed assessment of the condition of each unit’s fixtures, flooring and appliances. The Maintenance Plan includes a scope of work, schedule, sources and uses, and any and all General Partner fees scheduled for payment, whether currently existing under this Agreement or as compensation for the additional General Partner responsibilities associated with implementing the Maintenance Plan. The Parties agree that the Maintenance Plan may be updated from time to time to include additional work deemed necessary by the Limited Partner. To the extent required by the City of Alameda or any other applicable regulatory or governmental body with jurisdiction over the Project, work completed or commissioned under the Maintenance Plan must be completed by licensed contractors, pursuant to validly issued permits from the appropriate governing departments in the City of Alameda.

§ 6.5 Fees for Services Rendered. The Partnership shall pay the following described fees to the Partners or Affiliates of one or more Partners indicated below:

(a) **Maintenance Plan Fee.** The Partnership shall pay to the General Partner “Maintenance Plan Fees” for the General Partner’s good faith and commercially reasonable implementation of the Maintenance Plan, to be paid solely from the “Borrower’s Share” of distributable cash as defined in the HCD Regulatory Agreement and as reflected in the Partnership’s audited financial statements. The Maintenance Plan Fees shall be limited to the amounts for the respective years as follows:

\$10,496	2024
\$9,113	2025
\$7,682	2026
\$6,201	2027
\$4,668	2028
\$3,081	2029
\$1,439	2030
\$0	2031 and after

For calendar year 2024 and 2025, the Maintenance Plan Fee shall be deemed earned on a quarterly basis by GP, in the amount of twenty-five percent (25%) of the applicable fee set forth above per quarter, and shall be paid annually from distributable cash as set forth in Section 5.1(a). For calendar year 2026 and after, the Maintenance Plan Fee shall be deemed earned on a semi-annual basis by General Partner, in the amount of fifty percent (50%) of the applicable fee set forth above per quarter, and shall be paid annually from distributable cash as set forth above. General Partner’s failure to implement the Maintenance Plan in good faith and a commercially reasonable manner, as determined by the Limited Partner in its reasonable discretion, shall be deemed a “GP Nonperformance Event.” Limited Partner shall notify of any

GP Nonperformance Event in writing (the “**Notice of Default**”). The Maintenance Plan Fee shall not be earned for any period of time in which a GP Nonperformance Event has occurred and is continuing, and the annual Maintenance Plan Fee shall be reduced for such nonperformance. If a GP Nonperformance Event occurs and is not cured within 15 days after the date of the Notice of Default, the Limited Partner may exercise its option to acquire the GP Interest as set forth in Section ~~9.7~~ 9.7 below, provided the Limited Partner may elect to specify a date for the acquisition of the GP Interest on any date that is at least 30 days from the date of the Notice of Default.

(b) **Partnership Management Fee.** The Partnership shall pay to the General Partner a Partnership Management Fee in the amount and priority specified in §5.1(a)(vii) hereof to compensate the General Partner for managing the Partnership’s operations and assets and coordinating the preparation of the required State Housing Finance Agency, federal, state and local tax and other required filings and financial reports. In addition to the Partnership Management Fee, the General Partner shall earn annually a “**PMF Surplus Fee,**” to be paid solely from the “Borrower’s Share” of distributable cash as defined in the HCD Regulatory Agreement and as reflected in the Partnership’s audited financial statements and in the amount and priority specified in §5.1(a)(viii). The PMF Surplus Fee shall be limited to the amounts for the respective years as follows:

\$14,504	2024
\$15,887	2025
\$17,318	2026
\$18,799	2027
\$20,332	2028
\$21,919	2029
\$23,561	2030
\$25,000	2031 and after

(c) **Asset Management Fee.** The Partnership shall pay the Asset Management Fee annually to the Asset Manager for property management oversight, tax credit compliance monitoring, and related services. The Asset Manager will not incur any liability to the General Partner or the Partnership as a result of the Asset Manager’s performance of or failure to perform its asset management services. The Asset Manager owes no duty to the General Partner or the Partnership and may only be terminated by the Limited Partner.

(d) **Disposition Fee.** The Partnership shall pay the Asset Manager the Disposition Fee out of the net sales proceeds at the time of closing of the sale of the Project or the Limited Partner’s interest in the Project.

None of the payments or reimbursements to any of the Persons indicated above will be considered a distribution of Cash Flow to any Partner and, except as otherwise specifically provided herein, the General Partner may make any such reimbursement or payment prior to any distribution of any Cash Flow to the Partners.

§ 6.6 Outside Ventures of Partners. Any Partner may engage in or possess an interest in any other business venture of any type or description, independently or with others (including, without limitation, any venture which may be competitive with the business being conducted by the Partnership) and neither the Partnership, nor any Partner will, by virtue of this Partnership Agreement, have any right, title or interest in or to such outside ventures or the income or other benefits derived therefrom.

§ 6.7 With Affiliates. The General Partner may employ or retain in any capacity any Partner or Affiliate of any Partner so long as the terms upon which such Partner or such Affiliate is employed or retained are commercially reasonable under the circumstances and comparable to those terms which could be obtained from an independent person for comparable services in the area where the Project is located or the Partnership has its principal office.

§ 6.8 Indemnification by General Partner.

(a) The General Partner hereby agrees to defend, indemnify and hold harmless each of the Partnership and the Limited Partner and its successors and assigns, from and against any loss, claims, demands, liabilities, lawsuits and other proceedings, judgments, awards, costs and expenses including, without limitation, attorneys' fees or damages (including foreseen and unforeseen damages and consequential damages), arising directly or indirectly out of the presence on, under or about the Project Property of any Hazardous Substance, or the use, release, generation, manufacture, storage or disposal of any Hazardous Substance on, under or about the Project Property.

(b) In the event the Partnership and/or the Limited Partner (each, an "**Indemnitee**") becomes liable, due to the presence of any Hazardous Substance in the Project, under any statute, regulation, ordinance or other provision of federal, state or local law pertaining to the protection of the environment or otherwise pertaining to public health or employee health and safety, including without limitation protection from hazardous waste, lead-based paint, asbestos, methane gas, urea formaldehyde insulation, oil, toxic substance, underground storage tanks, PCBs and radon, the General Partner shall indemnify and hold harmless each Indemnitee from any and all actual out of pocket costs, expenses (including reasonable attorneys' fees), damages or liabilities incurred by the Indemnitee upon demand by the Indemnitee at any time and from time to time, to the extent that the Indemnitee is required to discharge such costs, expenses, damages or liabilities in whole or in part from any source. The foregoing indemnification obligations of the General Partner shall be limited if and to the extent the Indemnitee participates in the control of the Partnership's business after the formation of the Partnership and such participation is the direct cause of the conditions affecting the Project that resulted in such liability under applicable law and the consequent costs, expenses, damages or liability of the Indemnitee. References in this §6.8(b) to an Indemnitee shall include the Indemnitee's assignee(s) (and their respective partners, if any). The foregoing indemnification shall be a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the death, retirement, incompetency, insolvency, bankruptcy or withdrawal of the General Partner.

(c) The General Partner shall indemnify, defend and hold harmless the Limited Partner and its successors and assigns from and against any claims, demands, losses, damages, liabilities, lawsuits and other proceedings, judgments, awards, costs and expenses including, without limitation, attorneys' fees, arising directly or indirectly, in whole or in part, out of a breach of any or all of the representations, warranties and covenants contained in this Partnership Agreement, including, without limitation, those contained in §6.3 hereof. In addition to the foregoing indemnification, the Limited Partner may pursue any other available legal or equitable remedy against the General Partner with respect to the General Partner's breach of any of the representations, warranties or covenants contained herein.

The General Partner's obligations described in this §6.8 shall survive the termination and/or liquidation of the Partnership.

§ 6.9 Intentionally Omitted.

§ 6.10 Intentionally Omitted.

§ 6.11 Co-General Partners. If there is more than one General Partner, or if the General Partner is a joint venture or partnership in which there is more than one general partner, then all general partners of the partnership or of such joint venture of partnership shall be jointly and severally liable to the Partnership, to the Limited Partner, and to its successors and assigns for all obligations of the General Partner, and for any damages that may arise from the acts or omissions of any of such general partners in their performance or breach of the guaranties, management, and all other obligations and the representations and warranties of the General Partner, whether now existing or hereafter created, under this Partnership Agreement as the same may from time to time be amended and under applicable law. Notwithstanding anything to the contrary herein, no General Partner shall be liable to the Partnership or to the Limited Partner for the fraud of any other General Partner.

§ 6.12 Partnership Representative Rules.

(a) Subject to the terms and conditions of this Section 6.12, for the period commencing January 1, 2018, General Partner shall serve as the partnership representative of the Partnership ("**Partnership Representative**") pursuant to Section 6223(a) of the Code for all taxable years for which it remains general partner of the Partnership, provided that it qualifies as a partnership representative under Section 6223(a) of the Code. General Partner will nominate an individual through whom the Partnership Representative proposes to act at any time for all purposes of the Revised Audit Procedures, which nominated individual shall be subject to the Limited Partner's review and approval in its sole discretion (as approved by the Limited Partner, the "Designated Individual"). The Limited Partner in its sole discretion shall appoint a Partnership Representative or replacement Partnership Representative and Designated Individual of the Partnership for all taxable years of the Partnership if, at any time, General Partner does not qualify as a partnership representative under the Code. Subject to the limitations set forth in this Agreement, the Partnership Representative and Designated Individual shall have all of the power and authority of a partnership representative and designated individual, respectively, under the Revised Partnership Audit Procedures and shall represent the Partnership in all dealings with the

IRS and state and local taxing authorities for all taxable years during which they serve in in such positions in accordance with this Section 6.12, provided that (a) the Partnership Representative and Designated Individual shall give prior written notice to the Limited Partner of any administrative or judicial proceeding (“Proceedings”) involving the adjustment of any tax items affecting the Partnership or the Limited Partner and obtain the prior written consent of the Limited Partner regarding the course of action to be taken in such Proceedings, and (b) neither the Partnership Representative nor the Designated Individual shall enter into or consent to a settlement with the IRS that binds the Partnership or the Limited Partner with respect to any Partnership item without obtaining the prior written consent of the Limited Partner. If the Partnership Representative or Designated Individual, or both, resign, or if the General Partner is removed in accordance with any provision of this Agreement, or if for any other reason General Partner no longer serves as general partner of the Partnership, then the Limited Partner in its sole discretion shall designate a replacement Partnership Representative and Designated Individual for all taxable years of the Partnership for which Limited Partner held an interest in the Partnership. If the Partnership Representative or Designated Individual fails to obtain the Limited Partner’s prior written consent as to any filing, election, or course of action in accordance with this Section 6.12 or if the Partnership Representative or Designated Individual fails to perform or observe any other covenant, term or condition to be performed or observed by the Partnership Representative or Designated Individual, respectively, under this Section 6.12, then the Limited Partner, whether or not it exercises its right to remove the General Partner under Section 10.6 in connection with such Event of Default, shall have the right any time thereafter to remove and replace General Partner as Partnership Representative and the individual serving as the Designated Individual for any and all taxable years of the Partnership for which Limited Partner held an interest in the Partnership. The timing of any change in the Partnership Representative and Designated Individual pursuant to this Section 6.12 shall be subject to all applicable requirements of the Code and Regulations. The Partnership Representative or Designated Individual shall provide to the Limited Partner prompt notice of any communication to or from, or agreements with, any federal, state, or local tax authority regarding any Partnership tax return or other Partnership tax matter, including a summary of the provisions thereof. The terms and conditions of this Section 6.13 also shall apply to state and local income tax matters affecting the Partnership to the extent that the terms and conditions hereof have any application to audit procedures at the state and local level.

(b) The Partnership Representative and Designated Individual shall comply with any written direction given by the Limited Partner at any time with regard to making an Opt-Out Election, Push-Out Election, Administrative Adjustment Request or any other tax decisions and elections on behalf of the Partnership or the Limited Partner for any taxable year and shall not make an Opt-Out Election, Push-Out Election, Administrative Adjustment Request or any other tax decisions and elections on behalf of the Partnership or the Limited Partner for any taxable year for which the Limited Partner owned an interest in the Partnership without obtaining the Limited Partner’s prior written consent.

(c) In addition to the other limitations on the Partnership Representative’s authority set forth herein, the Partnership Representative shall not take any of the following actions without obtaining the prior written consent of the Limited Partner for any taxable year during which the Limited Partner owned an interest in the Partnership:

(i) Extend the statute of limitations for assessing or computing any tax liability against the Partnership (or the amount or character of any Partnership tax item);

(ii) Settle any audit or Proceeding with the IRS or any state or local taxing authority;

(iii) File a request for an administrative adjustment of any kind with the IRS or any state or local taxing authority at any time or file a petition for judicial review with respect to any adjustment made by the IRS or any state and local taxing authority;

(iv) Initiate or settle any judicial review or action concerning the amount or character of any Partnership tax item;

(v) Intervene in any action brought by any other Partner for judicial review of a final adjustment of any Partnership tax item; or

(vi) Take any other action that would have the effect of finally resolving a tax matter affecting the rights of the Partnership and its Partners or otherwise have a material effect on any tax matters affecting the Partnership and its Partners.

(d) General Partner shall cooperate with the Limited Partner to amend this Agreement if, after promulgation of final or amended Regulations or other guidance or rules issued by the IRS implementing the Revised Partnership Audit Procedures, the Limited Partner determines in good faith that an amendment to this Agreement is required in order to maintain the intent of the Partners as expressed in this Section 6.12 with respect to any issues raised by such final or amended Regulations or other guidance or rules.

(e) General Partner shall keep Limited Partner advised of any dispute the Partnership may have with the IRS or any state or local taxing authority pertaining to any taxable year for which the Limited Partner owned an interest in the Partnership, and, to the extent permitted by applicable rules of procedure adopted by such taxing bodies, shall afford Limited Partner the right to participate directly in negotiations with any such taxing authority in an effort to resolve any such dispute. In addition, within ten (10) business days after the receipt of any correspondence or communication relating to the Partnership or Partners of the Partnership from the IRS or any state or local taxing authority pertaining to any taxable year for which the Limited Partner owned an interest in the Partnership, General Partner or Partnership Representative shall forward to Limited Partner a photocopy of all such correspondence or communication(s). General Partner or Partnership Representative shall, within ten (10) business days thereafter, advise Limited Partner in writing of the substance and form of any conversation or communication held with any representative of the IRS or any state or local taxing authority.

(f) The Partnership shall indemnify and reimburse the Partnership Representative and the Designated Individual for all expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Partnership or its Partners, provided that the Partnership Representative and Designated Individual will not be entitled to

indemnification for fraud, gross negligence, willful misconduct, breach of fiduciary duty or breach of its obligations under this Section 6.12.

(g) For purposes of this Section 6.12 the following terms shall have the following meanings:

“**Administrative Adjustment Request**” means an administrative adjustment request under Section 6227 of the Code.

“**Final Partnership Adjustment**” means a notice from the IRS of a final partnership adjustment under Section 6231 of the Code.

“**Imputed Underpayment**” shall have the meaning assigned to such term in Section 6225 of the Code.

“**Opt-Out Election**” means action by the Partnership Representative that causes the Partnership to elect out of the Revised Partnership Audit Rules if such election is available to the Partnership under Section 6221(b) of the Code and Regulations or other guidance issued by the IRS.

“**Push-Out Election**” means an election by the Partnership Representative under Section 6226 of the Code with respect to any Imputed Underpayment(s) identified in a Final Partnership Adjustment for the Partnership.

“**Revised Partnership Audit Procedures**” means the revised partnership audit rules contained in Subchapter 63-C of the Code, as amended by the Bipartisan Budget Act of 2015, P.L. 114-74 and the Protecting Americans from Tax Hikes Act of 2015, P.L. 114-113, and the Regulations promulgated thereunder.

(h) General Partner acknowledges and agrees that all rights granted to Limited Partner pursuant this Section 6.12 concerning the rights and obligations of Partnership Representative shall be deemed to be granted to and exercisable by NEF Assignment Corporation, as nominee (“**NEFAC**”), with respect to all taxable years of the Partnership during which the NEFAC held an interest in the Partnership.

ARTICLE 7: POWERS, RIGHTS AND DUTIES OF LIMITED PARTNERS

§ 7.1 Limitation of Liability. Except as otherwise required under the Act (relating to a limited partner’s liability under certain circumstances to refund to the Partnership distributions of cash previously made to it as a return of capital), the Limited Partner shall not be personally liable for any loss or liability of the Partnership beyond the amount of such Limited Partner’s agreed-upon Capital Contribution.

§ 7.2 No Participation in Management. Except as otherwise expressly provided in this Partnership Agreement, the Limited Partner shall not participate in the operation,

management or control of the Partnership's business, transact any business in the Partnership's name, or have any power to sign documents for or otherwise bind the Partnership.

ARTICLE 8: ACCOUNTING AND FISCAL AFFAIRS

§ 8.1 Books of Account. The General Partner shall keep proper books of account for the Partnership. Such books of account shall be kept at the principal office of the Partnership and the General Partner shall make them available during normal business hours for examination and copying by the Limited Partner or its authorized representatives. The General Partner shall retain such books of account for six (6) years after the termination of the Partnership. All decisions as to the fiscal year and accounting methods to be used by the Partnership shall be made only with the prior written consent of the Limited Partner.

The General Partner shall retain all documentation with respect to initial qualification of the Project as a qualified Tax Credit project until the later of six (6) years after completion of the Project's Compliance Period or as long as is required under applicable law. The General Partner shall retain such other documentation relating to the continuing Tax Credit qualification of the Project for at least 6 years, unless requested by the Asset Manager or required by applicable law to retain such documentation for a longer period.

The General Partner shall cooperate fully and in good faith, and shall instruct and cause the Management Agent to cooperate fully and in good faith, with the Asset Manager and the Limited Partner with respect to their monitoring of the Partnership's operation of the Project Property, including the review of and compliance with Tax Credit related laws and regulations.

§ 8.2 Management Reports. The General Partner shall deliver or cause to be furnished to the Asset Manager and the Limited Partner any periodic financial or performance report provided by the Partnership to any federal, state or local governmental agency or to any Partnership lender or any compliance monitoring report provided to the Partnership by the State Housing Finance Agency or its designee. The General Partner shall deliver any such report to the Asset Manager within 20 days after such report is filed with any such governmental agency, a Partnership lender or provided to the Partnership.

The General Partner shall also prepare and deliver to or shall cause to be prepared and delivered to the Asset Manager:

(a) **Intentionally Omitted**

(b) As soon as practicable after the end of each calendar quarter but in no event later than fifteen (15) days thereafter, the General Partner shall provide a management report on the Project and any other Partnership affairs, containing such information as is reasonably necessary to advise the Asset Manager about its investment in the Partnership and the development or operation of the Project (including, to the extent now or hereafter requested by the Asset Manager, a rent roll containing tenant names and addresses, monthly rent, security deposit, lease renewal date; an income and expense statement with budget comparison and a

balance sheet). The General Partner shall also submit such additional documentation or supporting documentation as the Asset Manager may reasonably request.

(c) **Annual Budget.** Annually, no later than October 15th of each calendar year, throughout the term of the Partnership, the General Partner shall prepare and submit, for approval by the Asset Manager, a proposed operating budget for the Project that provides budget projections based upon anticipated Project revenues and expenses. The proposed budgets shall include without limitation an itemized account of projected operating income, expenses, an analysis of reserve sufficiency for the period covered by the budget and a copy of the most recent rent roll for the Project.

(i) The Asset Manager shall review and approve or disapprove the proposed budget based on the financial statements for preceding operating years, the anticipated increases in operating expenses, the current and projected operating income, and the completeness of the documentation provided by the General Partner.

(ii) The Asset Manager shall submit to the General Partner, in writing, any comments on the proposed budget within thirty (30) days after receipt of same. If the Asset Manager does not submit comments on the proposed budget within said 30 day period, the proposed budget shall be deemed to be approved by the Asset Manager.

(iii) The General Partner shall have fifteen (15) days to submit a response, in writing, to the Asset Manager's comments on the proposed budget. If the Asset Manager does not respond in writing to the General Partner's comments within 30 days after receipt of same, the proposed budget shall be deemed approved by the Asset Manager.

(iv) If the Asset Manager responds in writing to the General Partner's comments within thirty (30) days after receipt of same, the General Partner shall submit a revised proposed budget within 15 days after receipt of the Asset Manager's comments, responding to same.

(d) **Other Information.** Upon request from time to time, the General Partner shall provide such information as may be reasonably requested by the Limited Partner with respect to the Partnership and the Project.

§ 8.3 General Disclosure.

(a) The General Partner shall deliver to the Asset Manager a detailed report of any of the following events or receipt of the following information as quickly as possible but no later than five (5) days after the occurrence of such event or receipt of such information:

(i) a material default by the Partnership under any loan, grant, subsidy, construction or property management documents or in payment of any mortgage, taxes, interest or other obligation on secured or unsecured debt;

(ii) receipt by the General Partner of any information regarding any lawsuits to which the Partnership has been made a party, any claims against the Project's hazard or liability insurance, any tax liens filed against the Project or the Partnership, or any notices of violations of any federal, state or local statute or regulation pertaining to the Project or the Partnership and not cured within the time period permitted by the statute, regulation or notice;

(iii) receipt of any notice, including any Form 8823, Report of Noncompliance or Building Disposition from the State Housing Finance Agency, together with a copy of any such notice; accountants to advise all Partners properly about their investment in the Partnership for federal income tax reporting purposes.

(iv) receipt of any notice of any IRS or State Housing Finance Agency audit or proceeding involving the Partnership, together with a copy of any such notice; and

(v) the occurrence of any natural disaster or incident of widespread property damage having an impact on the Project, containing the following information to the extent available: (A) the extent of the damage to the Project, (B) any expected delays in construction or rehabilitation, (C) the effect that the damage sustained, if any, may have on marketing and lease-up activity, and (D) the amount that is anticipated to be recoverable under available insurance policies.

(b) The General Partner shall deliver to the Asset Manager a detailed report of any of the following events with 10 days after the end of any calendar quarter during which such event occurred:

(i) any reserve has been reduced or terminated by application of funds therein for purposes materially different from those for which such reserves was established; or

(ii) any General Partner has received any notice of a material fact which may substantially affect further distributions.

§ 8.4 Tax Information.

(a) **Intentionally Omitted.**

(b) **Financial Reports.** The General Partner shall, within ~~thirty~~twenty (~~30~~20) days after each calendar quarter, submit or cause to be submitted to the Asset Manager unaudited financial statements for the Partnership. With respect to each taxable year of the Partnership, the General Partner shall ~~within 120 days,~~ after each taxable year ends, make or cause to be prepared by the Accountant a written report ~~to each Partner,~~ including a Schedule K-1 or its successor form for preparing federal income tax returns and audited financial statements certified by the Accountant, and deliver said report and audited financial statements to each Partner in draft form by March 1 and in final form by March 15 of each taxable year. The report shall include a balance sheet of the Partnership as at the end of such year; an itemized statement of income, expenses, surplus and deficits; a financial summary which reconciles and summarizes the financial statements and bank statements as of the end of such year; changes in fund balances

and changes in financial position for such year; supporting schedules; a statement of Partners' capital; and such additional statements with respect to the status of the Partnership and the distribution of profits and losses therefrom as are considered necessary by the General Partner or such accountants to advise all Partners properly about their investment in the Partnership for federal income tax reporting purposes.

(c) **Tax Returns.** With respect to each taxable year of the Partnership, the General Partner shall cause to be prepared and filed ~~within 120 days~~ after each taxable year ends, Form 1065 and Schedule K-1 or any successor federal return of income forms required to be filed on behalf of the Partnership, and any and all other forms, schedules, materials required in connection therewith. in All such forms shall be delivered to each Partner in draft form by March 15 and in final form by March 30 of each taxable year, unless tax returns are filed on extension by mutual agreement of the Partners. In addition, the General Partner shall comply with all requirements of §6.3(b) hereof with respect to anticipated Tax Credits and other tax benefits.

(d) **Intentionally Omitted.**

§ 8.5 Review of Compliance. The General Partner shall, 75 days after the end of each fiscal year of the Partnership, certify to the Asset Manager in the same scope and manner that it is required to certify, if requested, to the applicable State Housing Finance Agency that the Partnership is in compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit project within the meaning of §42(h) of the Code. No more frequently than annually, the Limited Partner may, at the Partnership's expense, conduct or cause to be conducted an audit or review of the Partnership's compliance with all regulations and procedures relating to the operation of the Project as a qualified Tax Credit project within the meaning of §42(h) of the Code. This audit or review will be conducted upon not less than 30 nor more than 90 days prior written request. The General Partner shall cooperate with any such audit by making appropriate personnel of the General Partner and Management Agent and all books and records of the Project and Partnership available to the Limited Partner or its representatives at the offices of the Partnership during regular business hours.

§ 8.6 Failure to Provide Information.

(a) Failure by the General Partner to provide the reports required under this Article 8 will result in the assessment of a \$100 per day penalty, due and payable to the Limited Partner, until the reports are received in a form that is acceptable to the Limited Partner. This penalty will not be applicable if (1) waived by the Limited Partner, or (2) the required information is received within seven (7) business days of receipt of a written notice of demand from the Limited Partner (including notice sent by facsimile).

(b) If the General Partner fails to provide in a timely manner any information, report or data required to be provided by the General Partner under this Article 8, or otherwise fails to perform its obligations under this Article 8, then, in addition to any remedies the Limited Partner may have under this Partnership Agreement or applicable law, the Partnership shall not make any distributions or payments to the General Partner pursuant to §5.1 or §5.2 hereof until

such time as such information, report, or data have been provided or such other obligations have been fulfilled.

(c) Regardless of whether the penalties are paid or waived, the Limited Partner shall have the right to request the General Partner to remove the Accountant and the right to approve a replacement accountant if any of the above applicable reporting requirements are not met. The failure on the part of the General Partner to remove the accountant and replace it with an accounting firm that is acceptable to the Limited Partner within thirty (30) days of a written request to do so from the Limited Partner shall be an Event of Default under §10.6(a) hereof.

(d) If the General Partner causes or suffers repeated or unreasonable delay in providing any reports or information required to be submitted to the Limited Partner under Article 8, it shall be an Event of Default under §10.6(a) hereof.

ARTICLE 9: TRANSFER OF LIMITED PARTNER'S PARTNERSHIP INTERESTS

§ 9.1 Voluntary Transfers.

(a) A Limited Partner may at any time make a Voluntary Transfer of all or any part of its Partnership Interest, so long as such Voluntary Transfer complies with the following conditions: (a) the General Partner has received a written instrument of transfer of all such Partnership Interest, which instrument shall be signed by the transferor Limited Partner and the transferee and shall contain the name and address of the transferee and the transferee's express acceptance of and agreement to be bound by all of the terms and conditions of this Partnership Agreement; (b) all requirements of applicable state and federal securities laws have been complied with; (c) such Voluntary Transfer will not result in the Partnership's loss of any exemption (federal or state) from the registration of the sale of securities relied upon in its offering of the Partnership Interest; and (d) such Voluntary Transfer will not result in the Partnership being classified as an "association" which is taxable as a corporation for federal income tax purposes. Upon compliance with all of the conditions of this §9.1, such Voluntary Transfer of a Limited Partner's Partnership Interest binds the Partnership and the General Partner. No such transfer may cause the dissolution and termination of the Partnership and the transferee shall automatically be deemed to be an Assignee with respect to such Partnership Interest. If any transfer of a Partnership Interest, including the transfer of beneficial interests, results in a tax termination of the Partnership, the Limited Partner shall be responsible for the cost of preparing and filing any additional tax returns. The Limited Partner may not transfer to a Prohibited Actor. "Prohibited Actor" shall mean (a) any Person that (i) is the subject of any conviction, order, judgment, decree, suspension, expulsion, or bar with respect to any program administered by a State Housing Finance Agency from participating in any such program, or (ii) has, within the prior five (5) years, instituted an unsuccessful lawsuit against a developer of an Affordable Housing Project (defined below) or a syndicator investing in such Affordable Housing Project, for the purpose of, or having the effect of, prohibiting a developer of an Affordable Housing Project from exercising said developer's rights under (x) an option to purchase an Affordable Housing Project or an investor's interest in the owner of an Affordable Housing Project and/or (y) a right of first refusal to purchase an Affordable Housing Project The

Limited Partner shall pay all costs, including any transfer taxes, in connection with the transfer of its interest.

§ 9.2 General Partner's Consent to Substitution as a Limited Partner.

(a) In addition to the requirements set forth in §9.1, an Assignee of a Limited Partner's Partnership Interest, other than an Assignee of a beneficial interest, will not become a Substituted Limited Partner, unless and until the General Partner consents in writing to such substitution, which consent may not be unreasonably withheld; provided that no such consent shall be required for the substitution of an Assignee that is an Affiliate of the Limited Partner. The General Partner shall duly file for record any required amended certificate of limited partnership reflecting such substitution in such public offices as shall be required under the Act. The effective date of the substitution of the Assignee as a Substituted Limited Partner shall be the date on which the General Partner provides its consent if required or the date of the assignment to such Affiliated Assignee, as the case may be.

(b) If the General Partner's consent is required but the General Partner does not consent to the substitution of an Assignee of a Limited Partner's Partnership Interest, then the transferor Limited Partner retains all the rights of a transferor of a limited partnership interest under the Act and, except as otherwise provided in §9.4, the Assignee shall not be treated as owning any interest in the Partnership. In particular, an Assignee of a Limited Partner's Partnership Interest, other than an Assignee of a beneficial interest, who is not admitted as a Substituted Limited Partner under this §9.2 shall not be entitled to: (1) require any accounting of the Partnership's transactions; (2) inspect the Partnership's books and records; (3) require any information from the Partnership; or (4) exercise any privilege or right of a Limited Partner which is not specifically granted to a nonsubstituted transferee of a limited partnership interest under the Act.

§ 9.3 Involuntary Transfers. The Involuntary Transfer of all or any part of any Limited Partner's Partnership Interest will not cause the dissolution and termination of the Partnership, but rather the business of the Partnership is continued without interruption in accordance with the provisions of this §9.3. Upon an Involuntary Transfer of all or any part of any Limited Partner's Partnership Interest, such Limited Partner's successor or legal representative shall automatically be deemed to be a Substituted Limited Partner.

§ 9.4 Distributions and Allocations with Respect to Transferred Partnership Interests. If any transfer (whether a Voluntary or Involuntary Transfer) of the Limited Partner's Partnership Interest is recognized by the Partnership under this Article 9, then all allocations of Profits and Losses attributable to the transferred Partnership Interest shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal period, using any convention or method of allocation selected by the General Partner which is then permitted under §706 of the Code and the Regulations promulgated hereunder. All distributions of Cash Flow made prior to the effective date of any such transfer shall be made to the transferor and any such distributions made after the effective date of such transfer shall be made to the transferee.

§ 9.5 Disposition of Project. Subject to the restrictions set forth below, the General Partner may cause the sale of all or any portion of the assets or business of the Partnership for their fair market value upon such terms as it shall determine in the exercise of reasonable discretion and prudent business judgment. After the payment of or provision for creditors, the net proceeds of sale shall in the discretion of the General Partner either in whole or in part be distributed among the Partners as provided in §5.2 or §11.2 hereof, as applicable, or in whole or in part be retained by the Partnership and utilized in the business of the Partnership. Any such sale shall cause the dissolution and liquidation of the Partnership only if required by the provisions of Article 11 hereof. Notwithstanding the foregoing, upon any sale of the Project (which term, as used in this §9.5, shall include any portion of the Project containing one or more rental units and any related assets or business of the Partnership), the net proceeds thereof shall be distributed in accordance with §5.2 or §11.2 hereof; as applicable. Except as specifically provided below, the General Partner shall not sell the Project without the prior written consent of the Limited Partner, and shall comply with the following requirements in any proposed sale or refinancing:

The General Partner may in its discretion begin advertising the Project for sale and entertaining third-party purchase offers at any time during the last twelve (12) months of the Compliance Period and shall forward copies of all inquiries and purchase offers as and when received by it to the Limited Partner, but shall have no right or obligation to pursue any sale to a third party except as described further herein below. If the Purchase Option and Right of First Refusal described in §9.6 hereof is exercised and all conditions thereof are met in full to the satisfaction of the Limited Partner, then in lieu of any sale to an unrelated third party, the General Partner shall cause the Project to be sold as provided and within the time specified therein, after the expiration of the Compliance Period. If, however, such Purchase Option and Right of First Refusal is not exercised or the Project is not sold as provided and within the time specified therein, the General Partner shall, commencing upon expiration of the Purchase Option and Right of First Refusal, begin advertising the Project for sale and entertaining third-party purchase offers, as described above.

§ 9.6 Purchase Option and Right of First Refusal. The provisions of §9.5 hereof shall be subject to that certain Purchase Option and Right of First Refusal Agreement between the Partnership, as grantor, and the Housing Authority, as grantee, dated on or about the date hereof, pursuant to which the Partnership has granted to the Housing Authority an option to purchase the Project or the Limited Partner's Partnership Interest and a right of first refusal to purchase the Project, on the terms and conditions set forth therein, provided that the General Partner remains in good standing as General Partner without the occurrence of any event described in §10.6 hereof.

§ 9.7 Acquisition of General Partner Interest. The Limited Partner shall have an option to acquire the General Partner's Interest in the Partnership (the "**Limited Partner GP Purchase Option**") for a period of ten (10) years (the "**Option Period**") following the date of this Agreement, upon the following terms:

(a) The Limited Partner shall give written notice to the General Partner of the exercise of the Limited Partner GP Purchase Option. Such notice shall specify a date for the

acquisition of the General Partner Interest, which date shall not be less than 180 days nor more than three hundred sixty (360) days after the date on which Limited Partner has delivered said notice to the General Partner.

(b) The purchase price for the General Partner Interest shall be equal to the sum of One Hundred Dollars (\$100.00).

(c) The Limited Partner shall cause any unpaid and accrued Partnership Management Fee and PMF Surplus Fee occurring during the Option Period, and any advances, General Partner loans and any other amounts due to be paid to the General Partner.

(d) In the event the Limited Partner GP Purchase Option is not exercised within the Option Period, the Limited Partner GP Purchase Option shall automatically terminate unless otherwise mutually extended by the Parties.

(e) General Partner agrees to timely execute such assignment agreement, amendment to the Partnership Agreement or other documentation as may be necessary to implement such Limited Partner GP Purchase Option, including an orderly transfer of Partnership records, in a timely manner.

(f) The Limited Partner shall obtain all required approvals from any lender or agency prior to assignment of the General Partner Interest.

§ 9.8 General Partner Put Option. At any time during the Option Period, General Partner shall have the right to require that the Limited Partner (or its designee) purchase the entire interest of the General Partner (the “**Put Option**”), for a purchase price equal to \$100 plus any accrued and unpaid Partnership Management Fee (occurring during the Option Period) and other fees due and owing the General Partner (the “**Put Option Price**”). The General Partner may exercise the Put Option by giving written notice to the Limited Partner (the “**Put Option Notice**”). The Put Option Notice shall provide General Partner’s desired closing date for the closing of the purchase pursuant to this section, which date shall not be less than 180 days nor more than three hundred sixty (360) days after the date on which General Partner has delivered said notice to the Limited Partner. As of the effective date of such closing, the General Partner shall withdraw from the Partnership and shall have no further interest in or obligation to the Partnership, and the Limited Partner shall promptly file an amendment to the Certificate of Limited Partnership in the Filing Office reflecting the withdrawal of the General Partner.

ARTICLE 10: TRANSFER OF GENERAL PARTNER’S PARTNERSHIP INTERESTS

§ 10.1 Voluntary Transfers. The Partnership shall not recognize any Voluntary Transfer of a General Partner’s Partnership Interest and any such attempted Voluntary Transfer shall be invalid and ineffective as to the Partnership and the Limited Partner, unless and until: (a) the proposed transfer is of all the Partnership Interest owned by such General Partner; (b) the Limited Partner has received a written instrument of transfer of all such Partnership Interest, which instrument shall be signed by the General Partner and the transferee and shall contain the name and address of the transferee and the transferee’s express acceptance of an agreement to be

bound by all of the terms and conditions of this Partnership Agreement; (c) the General Partner has paid or caused to be paid all costs related to such Voluntary Transfer, including, without limitation, the reimbursement of all legal fees and expenses incurred by the Partnership in connection with such transfer; (d) such Voluntary Transfer will not result in the termination of the Partnership for Federal income tax purposes; (e) such Voluntary Transfer will not result in the Partnership being classified as an “association” which is taxable as a corporation for Federal income tax purposes; (f) the Partnership receives an opinion of legal counsel to the effect of clause (e); and (g) the Limited Partner has consented in writing to such Voluntary Transfer, which consent may be withheld or given, in the sole discretion of the Limited Partner.

Upon compliance with this §10.1, such transfer of a General Partner’s Partnership Interest shall bind the Partnership and all the Limited Partners and no such Voluntary Transfer shall cause the termination of the Partnership. In addition, effective as of the date of full compliance with the requirements of this §10.1, the transferee of a General Partner’s Partnership Interest shall be admitted as a new General Partner of the Partnership and shall be vested with all the powers and obligations with respect to the management of the Partnership as are granted to and placed upon the transferor General Partner under this Partnership Agreement.

§ 10.2 Involuntary Transfers. An Involuntary Transfer of a General Partner’s Partnership Interest at such time as there is more than one General Partner shall not dissolve the Partnership, but rather the business of the Partnership shall be continued without interruption and all of the management powers and authority granted herein to the General Partner making such Involuntary Transfer shall automatically be placed upon the remaining General Partner(s), unless the Limited Partner otherwise elects within 30 days after the occurrence of such Involuntary Transfer to dissolve the Partnership and have the Partnership’s affairs and business wound up and terminated pursuant to Article 11. An Involuntary Transfer of a General Partner’s Partnership Interest when there is no other General Partner in existence shall dissolve the Partnership and the Partnership’s affairs and business shall be wound up and terminated under Article 11, unless the Limited Partner agrees in writing to the continuation of the business of the Partnership and the appointment of a new General Partner pursuant to the provisions of §10.3.

§ 10.3 Continuation of Partnership After Involuntary Transfer of General Partner’s Partnership Interests. Upon an Involuntary Transfer of the last remaining General Partner’s Partnership Interest, the Partnership will dissolve and the affairs and business of the Partnership will be wound up and terminated under Article 11, unless within 90 days after the occurrence of such Involuntary Transfer, the Limited Partner agrees in writing to the continuation of the business of the Partnership and the appointment of a new General Partner. Unless such an election is made within such 90-day period, the Partnership may conduct only those activities, which are necessary to wind up and terminate its affairs and business. If such an election is made within such 90-day period, then: (a) the reconstituted partnership will continue until the end of the term of the Partnership’s existence set forth in this Partnership Agreement; and (b) immediately upon its receipt of cash in an amount equal to the greater of (1) \$100 or (2) the then positive balance in its Capital Account, the former General Partner is automatically (and without the need for the execution of any further documentation) deemed to have relinquished its entire Partnership Interest, with such relinquished Partnership Interest being automatically allocated to the new General Partner.

§ 10.4 Distributions and Allocations with Respect to Transferred Partnership Interests. If any transfer (whether a Voluntary or Involuntary Transfer) of a General Partner's Partnership Interest is recognized by the Partnership under this Article 10, then all allocations of Profits and Losses attributable to the transferred Partnership Interest are divided and allocated between the transferor and the transferee by taking into account their varying interests during such fiscal period, using any convention or method of allocation selected by the Limited Partner which is then permitted under §706 of the Code and the Regulations promulgated thereunder. Any distributions of Cash Flow made prior to the effective date of any such transfer are made to the transferor and any such distributions made after the effective date of such transfer shall be made to the transferee. Neither the Partnership nor the Limited Partner will incur any liability for making allocations and distributions in accordance with the provisions of this §10.4.

§ 10.5 Voluntary Withdrawal. A General Partner may not voluntarily withdraw from the Partnership.

§ 10.6 Removal of General Partner. The Limited Partner may remove the General Partner, or at its election any individual general partner if there is more than one general partner, for any of the following Events of Default:

(a) **Events of Default.**

(i) Any fraud, gross negligence or intentional misconduct of the General Partner that has a material adverse effect on the Partnership or the Project; •or

(ii) Any act by the General Partner outside the scope of its duties or obligations under this Partnership Agreement or any breach by the General Partner of any fiduciary duty to the Partnership or the Limited Partner, that has a material adverse effect on the Partnership or the Project; or

(iii) The material inaccuracy of any representation or warranty of the General Partner contained in this Partnership Agreement, including, without limitation, those contained in §6.3 hereof that has a material adverse effect on the Partnership or the Project; or

(iv) The breach by the General Partner of any covenant of the General Partner contained in this Partnership Agreement, including without limitation those contained in §6.3 hereof which has a material adverse effect on the Partnership or the Project; or

(v) Any action or inaction by the General Partner or any Affiliate of the General Partner that does, or with the passage of time would, (i) cause the termination of the Partnership for federal income tax purposes (except to the extent such action is expressly authorized herein), (ii) cause the Partnership to be treated for federal tax purposes as an association taxable as a corporation, (iii) violate any federal or state securities laws (as they relate to the Partnership or the Partnership Interest), (iv) cause the Partnership to fail to qualify as a limited partnership under the Act, (v) cause the Limited Partner to be liable for Partnership obligations in excess of its Capital Contribution, (vi) qualify as an event of removal or

withdrawal with respect to the General Partner under the Act, or (vii) otherwise substantially reduce tax benefits or substantially increase tax liabilities of the Limited Partner; or

(vi) Any operating deficits are incurred by the Partnership and not funded by loans or other sources of funds on terms that do not adversely affect or financial viability of the Project or the Partnership; or

(vii) A material default occurs under the Permanent Loan or a Subordinate Loan and such default is not cured or waived by the lender within thirty (30) days after the occurrence of such default or, if such default takes more than thirty (30) days to cure and the applicable documentation permits, the General Partner has not promptly begun to cure such default and continued to diligently pursue the same until the default is fully cured; or

(viii) The Project or Partnership is substantially mismanaged and such mismanagement has a material adverse effect on the Partnership; or

(ix) Any lender to the Partnership or other creditor of the Partnership files a foreclosure or other creditor's action for exercise of control over the Project or the rents therefrom, or the filing of a bankruptcy petition or similar creditor's action by or against the Partnership, and any such action is not dismissed within thirty (30) days; or

(x) The Partnership fails to achieve 80% of Projected Tax Credits with respect to any calendar year; or

(xi) The General Partner fails to timely and promptly discharge the Management Agent if at any time cause (as such term is defined in §6.4(i)(v) hereof) for such removal exists; or

(xii) The General Partner fails to remove the Accountant and replace it with an accountant that is approved by the Limited Partner in accordance with the requirements of §8.6(c) hereof;

(xiii) Any payment required to be made to the Limited Partner or the Partnership by the General Partner pursuant to §§6.4(f)(i), 6.4(f)(ii) and 6.4(f)(iii) and §6.9 is not timely made by or on behalf of the General Partner or any guarantor of such obligation; or

(xiv) The occurrence of an "Event of Default" under the Guaranty Agreement; or

(xv) A General Partner transfers a controlling interest in itself without the consent of the Limited Partner as required in §6.3 of this Partnership Agreement; or

(xvi) Failure by the General Partner to prepare or cause to be prepared properly and to deliver or cause to be delivered in its entirety any reporting required under this agreement; or

(xvii) The commencement by a General Partner of a proceeding in bankruptcy or insolvency seeking a compromise, adjustment or other relief under the laws of the United States or of any state relating to the relief of debtors; or

(xviii) The failure of the General Partner to obtain the dismissal of any case commenced against a General Partner (i) for the appointment of a trustee for such General Partner, or any of its property or (ii) in bankruptcy or insolvency or for compromise adjustment or other relief under the laws of the United States or any state relating to the relief of debtors; or

(xix) A material default occurs on the part of the Partnership under the Ground Lease or on the part of the borrower under any lien encumbering the real property on which the Project is located (or any other loan document related to such lien), which is not cured within the applicable cure period under the Ground Lease or such other lien or loan documentation.

(b) **Effectiveness.** Prior to removing and replacing any general partner for an Event of Default, the Limited Partner shall give such general partner reasonable prior written notice setting forth in detail the Event of Default(s) providing the basis for such possible removal and a reasonable opportunity to cure such default(s); provided, however, that no opportunity to cure such default(s) shall be given where the extent or nature of the default is such that there is a likelihood of material loss, liability, or prejudice to the Partnership or the Limited Partner, or both, from any delay in removal and replacement. If the grounds for removal justify an immediate removal under the preceding sentence, such removal shall be effective upon the delivery of a notice thereof to the specified address in accordance with §12.1 hereof. Under all other circumstances, such removal shall be effective only after:

(i) failure by the General Partner to cure the default(s) set forth in the notice of removal within the prescribed cure period,

(ii) a decision by the Limited Partner, in its sole discretion, to remove the General Partner, and

(iii) the Limited Partner provides the General Partner with written notice of its removal as General Partner, which notice shall specify the date on which such removal shall become effective.

Notwithstanding such removal, the General Partner shall remain liable to the Partnership and the Limited Partner for (i) all obligations and liabilities (including, without limitation, its obligations to make any payments pursuant to §§6.4(f)(i), 6.4(f)(ii), 6.4(f)(iii) and 6.9 of the Partnership Agreement and liabilities resulting from any breach of any of the representations and warranties set forth in §6.3 of this Partnership Agreement) incurred by it as a General Partner before the effective date of such removal but is free of any obligations and liabilities incurred on account of Partnership activities from and after the time of such removal, and (ii) all damages and other amounts recoverable or payable hereunder or under applicable law by or to the Partnership or the Limited Partner as a result of the occurrence of the event giving rise to such removal.

ARTICLE 11: DISSOLUTION, WINDING UP AND TERMINATION

§ 11.1 Dissolution. The Partnership will dissolve upon the occurrence of any of the following events:

- (a) The expiration of the term of the Partnership's existence;
- (b) The sale or other disposition of all or substantially all of the Partnership Property and the Partnership's receipt of all or substantially all of the proceeds therefrom;
- (c) The Partners' mutual election to dissolve the Partnership;
- (d) The Limited Partner's election to dissolve the Partnership made at any time that is more than three years after the end of the Compliance Period;
- (e) The failure of the Limited Partner to agree in writing at the time and in the manner provided in §10.3 to the continuation of the business of the Partnership and the appointment of a new General Partner upon the occurrence of an Involuntary Transfer of the last remaining General Partner's Partnership Interest or the removal of the General Partner; or
- (f) The Limited Partner's election pursuant to §10.2 to dissolve the Partnership upon the occurrence of an Involuntary Transfer of a General Partner's Partnership Interest, notwithstanding the fact that one or more other General Partner is in existence at such time.

§ 11.2 Winding Up and Termination. Upon the dissolution of the Partnership, the affairs and business of the Partnership will be wound up and terminated, the Partnership's liabilities discharged and the Partnership Property liquidated and distributed in the manner hereinafter described. A reasonable time will be allowed for the orderly winding up of the affairs and business of the Partnership so as to enable the Partnership to minimize the normal losses attendant to the winding up and termination period. The winding up and termination of the affairs and business of the Partnership shall be supervised and conducted by the Liquidation Manager. The Liquidation Manager has the exclusive power and authority to act on behalf of the Partnership to wind up and terminate the affairs and business of the Partnership, to sell and convey the Partnership Property to such Persons (including, without limitation, any Partner or any Affiliate thereof) for such consideration and upon such terms and conditions as it deems necessary or appropriate, to discharge the Partnership's liabilities, to establish any reserves that it deems necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Partnership, and to distribute the liquidation proceeds in the manner hereinafter described.

Upon completion of the winding up of the affairs and business of the Partnership, the liquidation proceeds will be distributed by the Liquidation Manager in the following manner and order of priority:

- (a) First, such liquidation proceeds will be applied to the payment of debts and liabilities of the Partnership (excluding any loans the General Partner or its Affiliates made

pursuant to §6.4(f)(i), §6.4(f)(ii) and the Guaranty Agreement and any unpaid Development Fee) and the payment of expenses of the winding up of the affairs and business of the Partnership;

(b) Second, such liquidation proceeds will be applied to the setting up of any reserves (to be held by the Liquidation Manager in an interest-bearing account) which the Liquidation Manager may deem necessary or appropriate for any contingent or unforeseen liabilities or obligations of the Partnership; provided, however, that at the expiration of such time as the Liquidation Manager deems necessary or appropriate, the balance of such reserves remaining after payment of such liabilities or obligations will be distributed by the Liquidation Manager in the manner hereinafter set forth in this §11.2; and

(c) Third, such liquidation proceeds will be paid to satisfy debts and liabilities owed to Partners and their Affiliates described in §5.2(a) and in accordance with the priority set forth therein; and

(d) Fourth, such liquidation proceeds will be distributed in compliance with §1.704-1(b)(2)(ii)(b) (2) of the Regulations to the Partners in accordance with their positive Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods, including, without limitation, the allocations to be made under §4.2(m) hereof.

§ 11.3 Compliance with Liquidation Requirements of Regulations. If the Partnership is “liquidated” within the meaning of §1.704-1(b)(2)(ii)(g) of the Regulations, then:

(a) Distributions will be made pursuant to §11.2 (if such “liquidation” constitutes a dissolution and termination of the Partnership) to the Partners who have positive balances in their Capital Accounts in compliance with §1.704-1(b)(2)(ii)(b)(2) of the Regulations;

(b) If a General Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including, without limitation, the taxable year in which such liquidation occurs), then such General Partner will contribute to the capital of the Partnership the amount necessary to restore the balance in its Capital Account to zero;

(c) If a Limited Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including, without limitation, the taxable year in which such liquidation occurs), then such Limited Partner will contribute to the capital of the Partnership the lesser of (1) such deficit balance in its Capital Account or (2) the limited dollar amount, if any, of its Capital Account deficit which the Limited Partner has expressly agreed in writing to restore to the capital of the Partnership pursuant to §11.4; and

(d) Any such contribution by a Partner shall be made on or before the later of (1) the end of the taxable year of the “liquidation” or (2) ninety (90) days after the date of the “liquidation”.

Notwithstanding anything to the contrary contained in this §11.3, in the event the Partnership is “liquidated” within the meaning of §1.704-1 (b)(2)(ii)(g) of the Regulations, but such “liquidation” does not constitute a dissolution and termination of the Partnership pursuant to this Partnership Agreement, then no distributions shall be made pursuant to §11.2. Instead, the Partnership shall be deemed to have distributed the Partnership Property in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have recontributed the Partnership Property in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

§ 11.4 Rights and Obligations of Limited Partner Upon Dissolution. Except as otherwise expressly provided in §11.3(b), the Limited Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution. Except as otherwise elected by the Limited Partner pursuant to this §11.4, the Limited Partner shall not have any obligation to restore any deficit in its Capital Account upon the liquidation of the Partnership. Notwithstanding anything to the contrary contained in this Partnership Agreement, the Limited Partner may from time to time elect to be obligated to restore a deficit in its Capital Account up to a limited dollar amount. Such election shall be made by the Limited Partner’s delivery of a written notice of election to the General Partner no later than April 15 following the taxable year for which such election is to be effective and shall specify the dollar amount of the deficit in its Capital Account that the Limited Partner agree(s) to restore. Such election shall be irrevocable and shall be binding on subsequent transferees of the Limited Partner’s Partnership Interest.

§ 11.5 Waiver of Partition. Each Partner hereby waives any right to partition or cause a partition of the Partnership Property.

§ 11.6 Final Accounting. Liquidation Manager shall furnish each of the Partners with a statement setting forth the assets and liabilities of the Partnership as of the date of the completion of the winding up and termination of the affairs and business of the Partnership. Upon completion of the distribution plan set forth in this Article 11, the Liquidation Manager shall cause to be executed by the appropriate parties and filed in such public offices as shall be required under the Act a cancellation of the certificate of limited partnership of the Partnership and any and all other documents which the Liquidation Manager deems necessary or appropriate to effect the dissolution and termination of the Partnership.

ARTICLE 12: MISCELLANEOUS

§ 12.1 Notices and Addresses. All notices, consents, demands, requests or other communications which may or are required to be given hereunder shall be in writing and shall be sent by telefax, overnight courier or United States mail, registered or certified, return receipt requested, postage prepaid to the Partnership at the address of the Partnership’s principal office and to the Partners at the addresses set forth after their respective names in Article 2. The Partnership and any Partner may change its or his address for the giving of notices, consents, demands, requests or other communications by delivering written notice to the Partnership and to all the Partners of its or his new address for such purpose. Notices, consents, demands, requests or other communications shall be deemed given or served on the day when sent by telefax, one

business day after deposit with an overnight courier or three business days after deposit in the United States mail.

§ 12.2 **Pronouns and Plurals**. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

§ 12.3 **Counterparts**. This Partnership Agreement may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

§ 12.4 **Applicable Law**. This Partnership Agreement and the rights of the Partners hereunder shall be interpreted in accordance with the laws of the State of California.

§ 12.5 **Successors**. This Partnership Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties hereto, their heirs, executors, administrators, successors and assigns.

§ 12.6 **Severability**. The invalidity or unenforceability of any provision of this Partnership Agreement in a particular respect shall not affect the validity and enforceability of any other provisions of this Partnership Agreement or of the same provision in any other respect.

§ 12.7 **Exhibits**. All exhibits attached hereto or referred to herein are incorporated herein by this reference.

§ 12.8 **Limitation of Benefits**. Except with respect to those provisions hereof that confer rights to CUSA, it is the explicit intention of the Partners that no person or entity other than the Partners and the Partnership is or shall be entitled to bring any action or enforce any provision of this Partnership Agreement against any Partner or the Partnership, and that the covenant, undertakings and agreements set forth in this Partnership Agreement shall be solely for the benefit of and shall be enforceable only by the Partners and the Partnership and theirs or its respective successors and assigns as permitted hereunder).

§ 12.9 **Entire Agreement**. This Partnership Agreement contains the entire agreement among the Partners with respect to the transactions contemplated herein, and supersedes all prior or written agreements, commitments, or understandings with respect to the matters provided for herein and therein.

§ 12.10 **Broker's Commission and Indemnity**. Each of the parties to this Partnership Agreement warrants and represents to the others that it has not been introduced to the other party by any broker, nor has it been in contact with any real estate or business broker or consultant otherwise than as specified in this Partnership Agreement regarding the Project Property; and each party to this Agreement agrees to indemnify and hold the other party harmless from all suits, claims, actions, loss or expenses (including reasonable attorney's fees) arising from the claim of any person to a brokerage or other commission in connection with this

transaction and resulting from contact with or other action, alleged or actual, of the indemnifying party.

§ 12.11 Amendment of Partnership Agreement. Except as otherwise provided for herein, this Partnership Agreement may not be amended in whole or in part except by a written instrument signed by the General Partner and Limited Partner.

§ 12.12 Power of Attorney

(a) **Generally.** The Limited Partner, by the execution hereof, hereby irrevocably constitutes and appoints the General Partner its true and lawful attorney-in-fact, with full power and authority in its name, place and stead, to execute and acknowledge under oath, swear to, deliver, file and record at the appropriate public offices such documents as may be required by law to carry out the provisions of this Partnership Agreement, other than the provisions of §10.6 hereof, including without limitation:

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to form, continue or qualify the Partnership as a limited partnership or to transact business under the Act; and

(ii) all amendments to the certificate of limited partnership or other instruments that are required to be filed under applicable law.

The appointment by the Limited Partner of the General Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under the Partnership Agreement will be relying upon the power of the General Partner to act as contemplated by the Partnership Agreement in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the Limited Partner or the assignment by the Limited Partner of the whole or any part of its interest hereunder. Nothing contained herein shall be construed to limit the authority of the General Partner under Article 6 hereof to execute documents and act on behalf of the Partnership without execution or action by the Limited Partner.

(a) **Removal for Cause.** The General Partner, by its execution hereof, hereby irrevocably constitutes and appoints the Limited Partner its true and lawful attorney-in-fact, with full power and authority in its name, place and stead, to execute and acknowledge under oath, swear to, and, if necessary, deliver, file and record at the appropriate public offices such documents as may be required by law to carry out the provisions of §10.6 of this Partnership Agreement, including without limitation:

(i) all certificates and other instruments, including any certificate of limited partnership and any amendment thereto, that are required to remove the General Partner from its role as general partner and replace it with a substitute general partner;

(ii) all amendments to this Partnership Agreement required to remove the General Partner from its role as general partner and replace it with a substitute general partner; and

(iii) all other certificates, documents, amendments and instruments required to effectuate the provisions of §10.6 hereof.

The appointment by the General Partner of the Limited Partner as attorney-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Partnership Agreement will be relying upon the power of the Limited Partner to act as contemplated by §10.6 hereof in any filing and other action by it on behalf of the Partnership. The foregoing power of attorney shall survive the dissolution and termination of the General Partner or the assignment by the General Partner of the whole or any part of its interest hereunder.

[SIGNATURE PAGE FOLLOWS]

The Partners have executed this Partnership Agreement as of the date first set forth at the beginning hereof.

GENERAL PARTNER:

RCD HOUSING LLC,
a California limited liability company

By: 112 Alves Lane, Inc.,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Dan Sawislak
Executive Director

LIMITED PARTNER:

ICD SHINSEI LLC,
a California limited liability company

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

By: _____
Vanessa Cooper
President

EXHIBIT A

Shinsei Gardens Maintenance Plan

This Shinsei Gardens Maintenance Plan is to direct Resources for Community Development, as Managing General Partner, and its management agent, the John Stewart Company, in addressing the maintenance, repair, and replacement of the aging systems, furnishings, fixtures, finishes, and equipment at the property.

The initial phase of this work, Phase I, is informed by the Capital Needs Assessment performed by Physical Property Analysis, LLC and dated October 12, 2022, as well as by RCD Asset Management, John Stewart Company, and Alameda Housing Authority observations and input. Most of these items are ones that can be expensed as routine operational expenses of the property.

The second phase of this work, Phase II, are items that need further investigation to determine scope and cost as well as projects of a more capital improvement nature, which informs the source of funds to pay for the work. RCD shall report all incidents resulting in property damage exceeding \$15,000 or potential legal exposure to AHA within 48 hours of the incident or of RCD's having been informed of the incident. RCD shall review with AHA such incidents for potential insurance claim submittals and upon approval by AHA, shall promptly submit a claim to insurance. Any proceeds received from insurance claims shall be used solely as a source of funds to pay for work completed under this Maintenance Plan.

The scope of work identified in this Maintenance Plan shall be paid for by either operating cash (expensed), the Replacement Reserve (for capitalized items per State HCD guidelines), and surplus cash captured as Borrower's Share of the distributions per the audit. Negotiations may be needed with State HCD in order to increase the annual Replacement Reserve Deposit in order to maximize the amount of operating cash that can be directed towards maintenance, repairs, and improvements.

As part of the ongoing administration of this Maintenance Plan, AHA and RCD shall meet at least monthly until June 30, 2024, and thereafter quarterly, to review progress, discuss the scope of work, and modify the scope, budget, and/or schedule. The discussions and

decisions made at the meetings will be documented in writing and must be confirmed as to accuracy by both AHA and RCD staff within 30 days after each meeting.

The 2024 budget should include a detailed capital budget that will be delivered to AHA by RCD, for AHA's review and approval.

RCD will manage all communications on this plan with their property manager, JSCO and all communications with JSCO, unless emergencies, will go through RCD. RCD and JSCO will manage all tenant communication regarding this maintenance plan. Tenants are to be properly notified in advance of any major work that will be done at the site and all work that will be done in their unit and RCD/JSCO will hold a joint meeting in Q3 with tenants to explain the 2-year capital plan. AHA will also attend.

Attachment 1 to this Exhibit is a listing of the identified scope with projected costs, whether the work is anticipated to be expensed or capitalized, a schedule for the work.

Attachment 2 to this Exhibit is the RCD/John Stewart Company vendor selection, contracting and approval procedure. In addition to the approvals required below in Attachment 2, RCD shall obtain the prior written approval of AHA for any bids that exceed the budgeted costs shown for such work in Attachment No. 1. In addition, all vendors awarded capital improvement projects exceeding \$10,000 must include AHA as an additional insured under the vendor's liability insurance policies, in the same amounts and coverages as provided to the property owner/Limited Partnership.

Shinsei Gardens Maintenance Plan Attachment 1: Scope of Work, Source of Funding, Projected Sequence

	RCD	Source		Projected Sequence				2025
		Expense	Capital	2023		2024		
				Q3	Q4	Q1 & 2	Q3 & 4	
1 Inspect fire sprinkler & 5-year cert	-			X				
2 Fire Extinguishers	-	X		X				
3 Replace fire alarm panel	\$35,000		X		X			
CNA Immediate Repair Cost Estimate								
4 Landscaping - trim trees	\$20,000	X			X			
5 Landscaping - low-water								
6 Full exterior repair & painting	\$150,000		X				X	
7 Exterior wood treat - re-seal	\$50,000	X					X	
8 Breezeway, repair deck surface	\$20,000	X			X			
9 Roof: preventative maintenance	\$15,000	X			X			
10 Gutter cleaning - maintenance	\$5,000	X		X				
11 HVAC Equipment - protective screen	\$1,000	X		X				
12 Laundry Room Flooring	\$2,000	X		X				
Items per CNA, AHA, JSCo/RCD								
13 Water heaters, HW & Hydronic heat	\$100,000	X	X		X	X	X	X
14 Parking lot - resurfacing & restriping	\$10,000	X					X	
15 Fencing/Entrance Gate	\$125,000							
16 Security Cameras	\$50,000		X			X		
17 Photovoltaic (PV)								
18 Unit Inspection CNA	\$7,500	X			X			
19 Elevator		X						
20 Unit Inspection scope	\$195,000	X	X	X	X	X	X	X
21 Common Area HVAC								
22 Play area upgrades/repairs								
5-Year Total	\$785,500							
Cash Flow Projections			Total Source	2023		2024		2025
	Expense	\$180,500		\$23,000	\$82,500	\$25,000	\$ 25,000	\$25,000
	Capitalize		\$250,000			\$50,000	\$200,000	
Notes and Comments								
1 Inspect fire sprinkler & 5-year cert	5-year cert done in Nov. 2022.							
2 Fire Extinguishers	Re-filled and re-certified.							
3 Replace fire alarm panel	Service performed currently no issues; determine if replacement needed							
4 Landscaping - trim trees	Getting bids currently							
5 Landscaping - low-water	Determine scope							
6 Full exterior repair & painting	Getting bids							
7 Exterior wood treat - re-seal	Determine scope. Getting bids.							
8 Breezeway - repair deck surface	Researching scope. RCD price based Adeline patchwork 2022. Getting bids.							
9 Roof: preventative maintenance	Determining scope; getting bids.							
10 Gutter cleaning - maintenance	Scheduled for September							
11 HVAC Equipment - protective screen	Being scheduled.							
12 Laundry Room Flooring	Getting bids; section under the washers need repair							
13 Water heaters, DHW & Hydronic heat	Water hardness test. replacing w/ Bradford & White 50 g water heater at \$4,000 each.							
14 Parking lot - resurfacing & restriping	Appears to be in decent shape; awaiting additional feedback							
15 Fencing/Entrance Gate	Pending scope definition: auto-gate and pedestrian-gate off of Willie Stargell Ave.							
16 Security Cameras	JSCo consult w/portfolio vendor for bids. Camera quality bad & need night vision.							
17 Photovoltaic (PV)	Pending further investigation.							
18 Unit Inspection CNA	Being scheduled. 10 units inspected in initial CNA.							
19 Elevator	Otis. Review for any extensions to useful life. \$2,000 of upgrades in 2022.							
20 Unit Inspection scope	From CNA; do as maintenance; if work aggregated, MHP may require use reserve							
21 Common Area HVAC	Inquiring of JSCo if any issues/concerns.							
22 Play area upgrades/repairs	Review if needed.							

Shinsei Gardens Attachment 2: Vendor Selection and Approval Plan

RCD and JSCo will continue to apply the procedures defined by RCD and included in the Management Agreement with JSCo. The procedure is outlined below.

1	PM/RM prepares Incident Report / <u>Work Order</u> and determines if there's a need to contract out any repair or replacement
2	PM/RM estimates cost of work. If greater than \$2,500, sends Incident Report, Work Order, or other description with determination to involve JSCO Director of Maintenance to RCD-AM for approval as follows:.
	<u>JSCO Approval Tiers:</u>
	<i>Projects over \$2,500 - PM forwards for AM approval</i>
	<i>Projects over \$5,000 - PM forwards w/ 3 bids to AM for approval; bids presented on the Bid Form Template.</i>
	<i>Projects over \$10,000 and not routine - PM forwards w/ 3 bids plus JSCO Director of Maintenance recommendation to AM for approval. Excludes routine projects like flooring</i>
	<i>Projects over \$25,000 - PM forwards w/ 3 bids plus JSCO Director of Maintenance recommendation to AM for approval. Director of Maintenance manages work to completion</i>
	<u>RCD Approval Tiers:</u>
	<i>AM can approve up to \$10,000</i>
	<i>ADAM can approve up to \$25,000</i>
	<i>DAM can approve up to \$100,000</i>
	<i>CFO/ED approve for over \$100,000</i>
3	RM/PM present Bid Form with Vendor recommendation to AM for approval. AM saves completed Bid Form in Property Physical folder
4	RM/PM contracts the approved work and collects appropriate insurance certs received from vendor/contractor. Should have owner and lenders as additional insureds. For Contracts >\$50,000, RCD's Small Project Contract is used and executed by Owner. AM should prepare RCD form of contract and run draft by DAM for review and approval before pursuing execution by RCD ED or CFO, which signature can be pursued by either the AM or DAM, after DAM approval
5	<u>RM/PM monitors progress & payments to completion.</u> Notifies AM for final inspection prior to final payment
6	<u>RM/PM collects work and product warranties upon completion</u> - before final contract payment

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 5/1/2025 2:23:35 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Shinsei Gardens Apartments L.P. - Second AR LPA_v7.docx	
Modified filename: Shinsei Gardens Apartments L.P. - Second AR LPA_v10.docx	
Changes:	
<u>Add</u>	30
Delete	24
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	54