



Housing Authority of the City of Alameda

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

IF YOU WISH TO ADDRESS THE BOARD:

1. Please file a speaker's slip with the Executive Director, and upon recognition by the Chair, approach the rostrum and state your name; speakers are limited to 3 minutes per item.
2. Lengthy testimony should be submitted in writing and only a summary of pertinent points presented verbally.
3. Applause and demonstrations are prohibited during Board of Commissioners meetings.

AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS

DATE & TIME

Wednesday, June 17, 2015 7:00 p.m. (6:45 p.m. CLOSED SESSION)

LOCATION

Independence Plaza, 703 Atlantic Avenue, Alameda, CA

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

Public Participation

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

PLEDGE OF ALLEGIANCE

1. ROLL CALL - Board of Commissioners
2. CLOSED SESSION – 6:45 p.m. - Adjournment to Closed Session to Consider:
 - 2-A. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Evra Construction, Inc. v. Housing Authority of the City of Alameda, Alameda County Superior Court No. RG1576011
 - 2-B. Conference with Legal Counsel Regarding: Existing Litigation Pursuant to Government Code Section 54956.9(a): Camanag v. City of Alameda and City of Alameda Housing Authority, Alameda County Superior Court No. RG14753248



3. Announcement of Action Taken in Closed Session, if any.

4. Adjournment of Closed Session

5. RECONVENE REGULAR MEETING – 7:00 P.M.

6. CONSENT CALENDAR

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

6-A. Approve Minutes of the Board of Commissioners Regular Meeting held May 20, 2015
Acceptance is recommended

6-B. Accept the Budget Variance Report

6-C. Accept the Monthly Overview Report

7. AGENDA

7-A. Amend Property Management Policy

7-B. Accept the Quarterly Police Report

7-C. Approve the Write-off of Uncollectible Tenant Accounts Receivables

7-D. Adopt the Resolution to Amend the Revised Housing Authority's Personnel Policies

7-E. Authorize the Executive Director to Execute Agreement for Development of Affordable Housing with TL Partners I, L.P. and to Execute an Option and Purchase Agreement and Related Documents to Acquire City Parcel for the Del Monte Project

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

9. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

10. ADJOURNMENT

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Note

- Sign language interpreters will be available on request. Please contact the Housing Authority Executive Assistant at 510-747-4325 or TDD number 510-522-8467 at least 72 hours prior to the Meeting to request an interpreter.
- Equipment for the hearing impaired is available for public use. For assistance, please contact the Housing Authority Executive Assistant at 510-747-4325 or TDD number 510-522-8467 prior to the Meeting or you may also make a request at the Meeting.
- Accessible seating for persons with disabilities, including those using wheelchairs, is available.
- Minutes of the meeting available in enlarged print.
- Please contact the Housing Authority Executive Assistant at 510-747-4325 or TDD number 510-522-8467 at least 48 hours prior to the meeting to request agenda materials in an alternative format, or any other reasonable accommodation that may be necessary to participate in and enjoy the benefits of the meeting.
- 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 SUNSHINE ORDINANCE: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Commissioners exists to conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review.
- FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE SUNSHINE ORDINANCE OR TO REPORT A VIOLATION OF THE ORDINANCE, CONTACT THE OPEN GOVERNMENT COMMISSION: the address is 2263 Santa Clara Avenue, Room 380, Alameda, CA, 94501; phone number is 510-747-4800; fax number is 510-865-4048, e-mail address is lweisige@ci.alameda.ca.us; and contact is Lara Weisiger, City Clerk.
- In order to assist the Housing Authority's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Housing Authority accommodate these individuals.





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DRAFT MINUTES

REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA HELD WEDNESDAY, May 20, 2015

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

PLEDGE OF ALLEGIANCE

1. ROLL CALL

Present: Commissioners Jones, McCahan, Shipe and Vice Chair Rickard

Absent: Chair Kurrasch and Commissioner Allen

Vice Chair Rickard changed the order of the Agenda and moved to take Public Comments first.

Vice Chair introduced Alicia Cost. Ms. Cost said that she is here tonight because she is being terminated because she owns a property and because she has been ill. She received a letter saying termination has been overturned and this Saturday she received another letter saying she is being terminated again. Ms. Cost said that the termination letter says she is being terminated because she did not turn in enough paperwork and that she filed homeowner tax exemption saying that her primary resident is the property she owns and not the Section 8 housing. Ms. Cost said that she has spent time at the IRS building and they have no record of any homeowner tax exemption for her name or social security number. Ms. Cost talked about her medical condition this year. Ms. Cost talked about some issues that happened in 2013 regarding her health and the request from Alameda Housing Authority (AHA) for doctor's verification. Ms. Cost said that she was only requesting more time to get things in order since it had only been a couple of days since her surgery and that if she had time to get well she could be more productive.

Ms. Cooper informed Ms. Cost that we are not able to discuss individual cases in this situation. Ms. Cooper informed Ms. Cost that we do have a process that every participant terminated, or not, is able to go through. Ms. Cooper told Ms. Cost to submit everything in writing to Ms. Cooper's attention. Ms. Cooper said that she would respond to Ms. Cost within the committed timeline after receiving her written request.

Vice Chair introduced April Squires. Ms. Squires thanked the Board for keeping the shopping carts at Independence Plaza. She said that there is a problem with the placement of the carts. They stick out and people are bumping into the carts. She thinks the carts should be moved back inside and secured with a clasp. Ms. Squires



also asked the Board to reconsider the electric vehicle charging station and charging a small fee for usage.

Ms. Cooper said that we have taken the area under the stairwell and installed what is required under the American Disabilities Act for people who are blind. We have to install the bars so that people are not tripping into the stairwells. It is an ADA requirement that the bars be installed. AHA has issued no indications about carts or otherwise. We are reminding people that if they take carts from the shopping centers that it is not their property and these carts should not be stored on AHA property. These carts should be returned to the street where they will be picked-up. Ms. Cooper said that we encourage people to have a small cart that they can put inside their own unit. Mr. Roche said that storing the carts under the stairwells is a fire hazard.

Ms. Cooper said the electric vehicle charging station is not only a cost issue, but also a traffic issue. Ms. Cooper said that we would continue to review this issue. Commissioner McCahan suggested looking at the Alameda Municipal Power website where they have a program rolling out on public charging stations.

Vice Chair Rickard introduced speaker Tyra Lewis. Ms. Lewis said that she has several issues but that she would only speak on the issue involving her uncle. Her uncle has been at Alameda Park Apartments for thirty years. As of November he was having a problem with the landlord because of bedbugs in his unit. Ms. Lewis said that her uncle is being blamed for the bedbugs. Ms. Lewis said that Vector Control came out and stated that it was less than the time the landlord was trying to blame the uncle. The landlord gave a ninety day notice stating that he had the bedbugs well over a year and that the uncle was a nuisance. Ms. Lewis said that Echo Housing tried to mediate the situation. The owner is asking for \$20,000 to allow the uncle to stay. Ms. Lewis said that she is not pleased with the service she has received from AHA.

Ms. Cooper said that we cannot comment on this case but there are two separate relationships in any private landlord Section 8 transaction. There is the relationship between the tenant and the landlord that is governed by the lease. This includes maintaining habitability and other items. Ms. Cooper said that AHA covers the financial side and AHA is not party to the lease and that we are not party to any termination notice. Ms. Cooper said the only thing we can do is turn the subsidy off and on if the housing unit or the tenant does not meet our requirements. Ms. Cooper informed everyone that the Housing Authority does have a complaint form on the AHA website. Ms. Cooper said that Ms. Gleason is leaving the Housing Authority and that she will be taking the calls and complaints.

2. CONSENT CALENDAR

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

Vice Chair Rickard commented on the dramatic water use reduction information provided in the Monthly Overview Report. Mr. Roche said that one million gallons of water saved is correct and this information came directly from East Bay Municipal Utilities District. He said that this is a direct result of the Bay Friendly Landscape Improvements that were done in the fall at Independence Plaza. Mr. Roche



commented that today he received a plaque for Parrot Village and received the final Bay Friendly Certification for that property. He anticipates that we will see similar results with water usage reduction at that property as well.

Ms. Cooper reported that tenant meetings are going on lead by our property management staff who live on the four main properties. Miriam Delagrange who works on our CDBG program is educating people on water usage and saving water. EBMUD provided free kits that test water flow in toilets to make sure there are no leaks.

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

- *2-A. Minutes of the Board of Commissioners Regular Meeting held April 22, 2015 and the Advance Meeting held May 2, 2015. Acceptance is recommended.
- *2-B. Accept the Monthly Overview Report
- *2-C. Accept the Budget Variance Report

3. AGENDA

3-A. Accept the Quarterly Investment Report

Ms. Cooper reported that we have \$3 million in the bank. The funds are held in Local Agency Investment Fund (LAIF). At our last meeting we appointed an Investment Advisor. In July we will be making some recommendations and bringing our projected cash flow for the next three years to the Board so that we can start making some of those investment decisions.

Commissioner Shipe moved to accept the recommendation on page 41 and Commissioner McCahan seconded. The motion carried unanimously.

3-B. Approve the Administrative Plan Changes

Ms. Cooper said that the Administrative Plan regulates the Section 8 Program. The Administrative Plan is available on the Housing Authority's website. Ms. Cooper discussed a couple of the changes to the Administrative Plan and introduced Tonya Schuler to do a presentation and answer questions. Ms. Schuler reviewed each chapter and talked about the changes that are being recommended.

Commissioner McCahan moved to approve the staff recommendation on page 44 and Commissioner Shipe seconded. The motion carried unanimously.

3-C. Discussion of Housing Authority Two-Year Work Plans for Fiscal Years Beginning July 1, 2013 and Ending June 30, 2015 and July 1, 2015 to June 30, 2017

Ms. Cooper opened discussion of the Two-Year Work Plan. She said the Plan includes work that was started 7/1/2013-6/30/2015. The updates start on page 252-254. Vice Chair recommended reviewing the last two years first then going section by section to review the upcoming items. Vice Chair asked if there were any comments



on 2013-2015. There were no comments so Vice Chair moved on to the upcoming items.

Vice Chair commented on Item 1.j Ms. Cooper said that this item was discussed at the Board Retreat. The last Class and Compensation Study was done in 2013 as part of the transition from the City. We are now recommending just a Compensation Study. Unless someone is really in the wrong category we would take the existing category and benchmark them against the market. Lower pay levels have not caught up. Ms. Cooper said that this is a big project and she wants to plan and communicate this well to staff and the Board. Ms. Cooper said that every three years is the correct time frame to do this Study.

On Item 2.b, Vice Chair asked if the Island High site gets approved for less than 22 units would we change that number. Ms. Cooper said yes and that we would come back to the Board and let them know about a number change.

Ms. Cooper gave an update on North Housing Parcel, Item 2.c, per Commissioner Jones's request. There was a discussion on Item 6d, online signatures and online rental payments, Item 6.h, completing the new website and Item 13.d, assess need for MOU with AUSD per Vice Chair Rickard's request.

Ms. Cooper said that she would come back in six months to wrap up the old Plan and give an update on the new Plan.

3-D. Setting Goals and Process for the Executive Director's Performance Evaluation

Ms. Cooper's contract states that she and the Board must meet in the first six months of her employment to set goals and that the goals are reviewed annually. There was discussion regarding this Item at the Board retreat but no decisions were made. This report puts forth a process.

Commissioner Shipe moved acceptance of the staff recommendation on page 259 and Commissioner Jones seconded. The motion carried unanimously.

3-E. Appoint Nominating Committee for Board Officers

Ms. Cooper asked for volunteers who would serve on the Ad Hoc Nominating Committee. Commissioner Jones and McCahan volunteered. Ms. Cooper said that she would ask Chair Kurrasch to put together the Committee including Commissioner Jones and perhaps Commissioner McCahan, depending on needs. An Ad Hoc Committee cannot be the majority of the Board.

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

3-F. Approve Out-of-State Travel for Board and Staff to Attend NAHRO Conference



Ms. Cooper said that the recommendation is that one Commissioner would attend the NAHRO Summer Conference in Austin, Texas and one staff and one Commissioner would attend the NAHRO Legislative Conference in Arlington, VA.

Commissioner McCahan moved acceptance of staff recommendation on page 261 and Commissioner Shipe seconded. The motion carried unanimously.

3-G. Evaluation of Information Technology Systems and Organization of the Housing Authority of the City of Alameda (AHA)

Ms. Cooper said that an RFP was done for our high-level information technology systems. The top two were interviewed and Priest Consulting was selected. Ms. Cooper introduced Clancy Priest to talk about his assessment of our system and his recommendations. Mr. Priest gave an overview then invited questions. Commissioner McCahan asked if there was a need for a CIO in our organization. Mr. Priest said because of our size a CIO might be an overkill. If people are given I.T. assignments as extra jobs and this starts to affect their main duties that can be the tipping point. Ms. Cooper said we have addressed this by having a consulting agreement with Techordia who acts as our help desk. Tonya Schuler does a lot of our I.T. work and we are hiring another Management Analyst to act as backup. Ms. Cooper said that this is a huge growth area and we will continue to review this.

Commissioner Rickard said that having someone from the outside helping to develop our I.T. strategy makes sense because they would have a broader view of what is out there and what our options are.

3-H. Informational Report on Impact of Alameda County HA Absorbing PORTs

Ms. Cooper said that this is for information only. Alameda County said they want to take a number of the people we have ported out to the County and absorb them. This means that they get to pay the HAP money and get all of the administrative fees. Currently AHA pays the HAP and we share the administrative fee. These are individuals who have been ported out for the last five years. This means our leasing will go down. Usually people who port in tend to already have a unit lined up. Ms. Cooper said that she is bringing this to the Board so there are no surprises when they see our leasing numbers going down.

Commissioner Jones asked about the portion of port-ins by the County that are located on the Navy Base. Ms. Cooper said that we do have people who port in and we generally absorb those ports. She said that out at Alameda Point Collaborative we have a contract there that is regulated by the County. The County provides this more under a grant system to house people at the Collaborative. Commissioner Jones asked if administrative fees would be going down at the end of 2016-17 and if this would impact us as far as our maintenance people and keeping people on staff. Ms. Cooper said that it would impact the Section 8 Program. She said that we have enough funds and we present a very conservative budget to the Board. Maintenance staff are paid from the fees that come from our properties. We need to look at the Section 8 side to see how we can do things more efficiently.



Vice Chair Rickard asked if HUD might appropriate less after the port outs happen because our last numbers from them are lower. Ms. Cooper said that this is correct. Vice Chair Rickard asked if at some point would we be in danger because of the port outs and the appropriations go down. Ms. Cooper said that this is a concern. We are working on increasing the payment standards. Tonya Schuler talked about SEMAP and HUD's measurement for high performer status.

3-I. Informational Report on Unfunded Pension Liability

Ms. Cooper said that this is information that Alan Olds went over briefly at the Board Retreat. Ms. Cooper reviewed the report and presented three scenarios in the report. Ms. Cooper said that staff would come back to the Board once a recommendation is made. Commissioner McCahan said that he would like to see an option four, a six year pay off. This would reserve the current funds we have. Alan Olds will be presenting a report on cash flow in July. Vice Chair said that he would need more information on trying to make a decision about this item. He would like more frame work on how this will work and how this sets us up for the future.

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

None

5. COMMISSIONER COMMUNICATIONS, (Communications from the Commissioners)

Commissioner McCahan gave an update of the PSWRC NAHRO Conference held in San Diego. Commissioner McCahan spent his time on the Commissioner Track where there was a lot of discussion on leadership and leadership building. Commissioner McCahan said that we are doing some good work here and that we are in line with best practices.

Commissioner McCahan talked about the smoke alarms being provided for 200 units out at Alameda Point Collaborative and the training and education being provided by the Fire Department a week from Saturday.

6. EXECUTIVE DIRECTOR COMMUNICATIONS

Ms. Cooper thanked Leslie Gleason for her services.

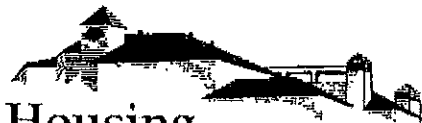
7. ADJOURNMENT

There being no further business, Vice Chair Rickard adjourned the meeting at 8:49 pm.

Stuart Rickard, Vice Chair

Vanessa M. Cooper
Executive Director/Secretary





Housing Authority of the City of Alameda

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To: Honorable Chair and Members
of the Board of Commissioners

From: Vanessa Cooper
Executive Director

Date: June 17, 2015

RE: Budget Variance Report

BACKGROUND

On April 16, 2014 the Board of Commissioners passed and approved a two-year operating budget for all programs covering the fiscal years July 1, 2014 through June 30, 2016. On February 18, 2015, the Board of Commissioner's approved budget revision number 1. This Budget Variance Report covers preliminary unaudited financial operating results compared to budget revision number 1 for the eleven month fiscal period of July 1, 2014 to May 31, 2015.

DISCUSSION

Operating income is over budget and agency wide expenses are also below budget resulting in an operating surplus of \$1,131,518 compared to budget of \$133,036. Please note cash flow from operations is a negative \$-829,355 thru May 31, 2015. The FY 2015 budget allowed for deficit cash spending for major capital improvement projects at Esperanza and ABD. The cash shortfall is taken from cash held in operating reserves, as planned per the approved FY 2015 budget. In addition, these cash deficits are planned to increase as the balance of planned improvement projects reach various stages of completion over the next two years.

On February 26, 2015, AHA received its annual appropriation letter from HUD indicating HAP funding for calendar year 2015 will be \$22,924,432. This funding level combined with AHA's HUD Held reserves should be sufficient to fully fund all HAP payments in 2015. HUD also advised AHA that the administrative fees for the Housing Choice Voucher program would be 74% of what AHA is eligible to receive. This 74% pro-ration level is the same for all housing authorities nationally. Since AHA was funded at 79% in 2014, the reduction by HUD is 6.3%. AHA's total average administrative fees for the last two years have been around \$1,517,000, so a reduction of 6.3% on average fees would be \$95,571 ($\$1,517,000 \times 6.3\%$). Due to the lower leasing levels, HUD's reduction in administrative fees and increased cost associated with the opening of the wait list, it is now likely the Section 8 administrative will incur an operating loss for the current fiscal year. Through the first eleven months of the fiscal year the Section 8 program is showing a loss of \$-94,185. The Section 8 administrative loss for FY 2015 is likely to be approximately \$-130,000. The FY 2015 Section 8 loss will be paid from Section 8 Administrative Fee operating reserves which has a balance of \$568,464.

Keep in mind that with the change to GAAP financial reporting, cash needed to pay the principal on mortgages, capital improvements projects and to fund regulatory replacement reserves must come from these operating surpluses. A schedule titled Budget Variance Schedule of Significant Cash Items is attached to this narrative illustrating the major changes to cash affected by the conversion to GAAP based reporting several years ago.

GENERAL FUND

General Fund has the Shelter Plus Care program, some miscellaneous other income items, pre-development cost and EMP's. General Fund is on target at this early stage in the fiscal year.

EMP activity for the month totaled \$0 and year to date \$22,074.

CIP's for the month totaled \$0 and year to date \$80,530.

AHA/CDBG/HCD/OTHER MANAGED PROGRAMS

The reimbursement program under contract with the City for CDBG, HOME and other affordable housing programs is on track with all staff currently on AHA payroll and reimbursement billing processed monthly.

PARROT VILLAGE AND EAGLE VILLAGE

Total operating revenue for Parrot Village and Eagle Village properties came in over budget. Operating expenses remain well under budget resulting in a surplus of \$320,118 compared to budget at \$41,709

EMP expenses total \$192,441. Fiscal Year CIP's totaled \$106,050.

HOUSING AUTHORITY OWNED

Operating income finished the current period over budget. Other income has a variance of \$97,428 due to a CDBG project that has not been completed or billed yet. Operating expenses are under budget for Housing Authority Owned properties resulting in a surplus of \$204,796 compared to a budgeted loss of \$-261,499 for the fiscal year.

EMP activity for the month totaled \$0 and year to date \$166,148.

CIP's totaled \$1,611,169 for the fiscal year.

INDEPENDENCE PLAZA

Operating income for this fiscal year is over budget for this eleven month fiscal period. Operating expenses continue to be in line with budget. Therefore, IP operations resulted in a surplus of \$744,940 compared to budget of \$558,943.

EMP expenses total \$91,525 and CIP \$133,861 for the fiscal year.

HOUSING CHOICE VOUCHER PROGRAM

Our lease rate is at 92.1 percent for the fiscal year and 90 percent for the HUD calendar year 2015 annual funding cycle, which began in January. A project

reserve (or HAP funds Held by HUD reserve) whereby AHA can draw additional HAP funds if our HAP costs exceed any year's HAP budget has been established by HUD in lieu of significant RNP (Restricted Net Position) cash reserves held by AHA in the past. Currently this HUD held HAP reserve has a balance in excess of \$2.6 million dollars. The operating (or administrative) portion of the Housing Choice Voucher program has an operating deficit of \$-94,185 compared to budget of a negative \$-56,657 based on income from actual units leased for the fiscal year as required by HUD accounting brief number 19. Administrative fee proration is being reported at 74% for the period of January to December 2015.

DEVELOPMENT-AHA

2437 Eagle Avenue

Land	\$1,200,000
Maintenance	4,566
Insurance	13

Stargell Commons at Alameda Landing

Predevelopment	\$12,158
Legal	900

Island City Development (AHA's Affiliate Non-Profit)

Island City Development-General and Administration

Legal	\$12,144
Predevelopment	\$ 5,818

Island City Development-2437 Eagle Avenue

Predevelopment	\$174,848
CIP	10,500

Total	\$185,348

<u>Island City-DelMonte</u>	\$ 0
No financial activity yet	

BUDGET ADJUSTMENTS

Over the past few months AHA has been working with Kone, Inc., our Elevator Service Maintenance Contractor, to solve a Preliminary Finding from DOSH-ERT (State Division of Occupational Safety & Health – Elevator Ride & Tramway Unit) on the Wheelchair Lift at Anne B. Diament Senior Complex. In short, the existing wheelchair lift could not pass the requisite weight load test. On April 2, 2015 AHA was informed by Kone, Inc. that the existing wheelchair lift at our ABD Diament Senior Complex was no longer serviceable. As such, it is necessary that we immediately replace the existing wheelchair lift. The estimated cost of a replacement wheelchair lift is \$25,000. This emergency CIP item is not included in current FY 2015 budget, and requires an immediate budget adjustment.

BUDGET CONSIDERATION/FINANCIAL IMPACT

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

RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa Cooper
Executive Director

VC:ajo

Attachments: 1. Budget Variance Report

**Housing Authority of the City of Alameda
Unaudited Budget Variance Report
For the Eleven Month Fiscal Period Ending May 31, 2015**

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	Budget Used	Annual Budget
		General Fund	AHA/CDBG/Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual			
Operating Income											
HAP/Subsidy	\$ 26,039,490	\$ 180,381	\$ -	\$ 1,385,183	\$ 3,108,106	\$ 1,293,519	\$ 20,893,275	\$ 26,860,464	\$ 820,974	95%	\$ 28,406,716
Dwelling Rent	3,007,840	-	-	453,401	1,300,563	1,313,862	-	3,067,826	59,986	93%	3,281,280
Administrative Fees	1,435,726	-	-	-	-	-	1,436,906	1,436,906	1,180	92%	1,566,247
Interest	32,542	9,751	-	7,867	52,471	2,221	1,135	73,445	40,903	207%	35,500
Other Income	1,029,418	195,239	594,336	14,879	56,865	39,632	7,114	908,065	(121,353)	81%	1,123,001
Total Operating Income	31,545,015	385,371	594,336	1,861,330	4,518,005	2,649,234	22,338,430	32,346,706	801,691	94%	34,412,744
Operating Expenses											
Administrative:											
Salaries	2,355,324	-	395,870	207,817	575,723	217,894	868,052	2,265,356	89,968	88%	2,569,444
Legal	67,441	-	13,065	9,052	33,975	10,296	12,894	79,282	(11,841)	108%	73,572
Travel/Training	44,919	-	11,784	3,140	9,570	3,333	9,548	37,375	7,544	76%	49,002
Publications	2,933	-	229	413	1,116	523	746	3,027	(94)	95%	3,200
Telephone	22,706	-	53	2,661	9,451	6,211	7,618	25,994	(3,288)	105%	24,770
Audit Fees	28,417	-	-	4,774	11,408	8,897	5,921	31,000	(2,583)	100%	31,000
Office Supplies	60,592	-	6,426	6,014	17,600	6,813	28,725	65,578	(4,986)	99%	66,100
Contract Costs	422,592	-	33,487	32,661	118,660	38,914	173,713	397,435	25,157	86%	461,009
Sundry	105,325	-	17,023	47,240	18,365	9,248	51,464	143,340	(38,015)	125%	114,900
Subtotal	3,110,247	-	477,937	313,772	795,868	302,129	1,158,681	3,048,387	61,860	90%	3,392,997
Tenant Services:											
Salaries	87,254	-	-	12,492	43,065	22,266	-	77,823	9,431	82%	95,186
Tenant Activities/Relo Cost	62,242	25,000	-	4,056	36,327	9,746	168	75,297	(13,055)	111%	67,900
Subtotal	149,496	25,000	-	16,548	79,392	32,012	168	153,120	(3,624)	94%	163,086
Utilities:											
Water and Sewer	473,020	-	-	69,296	205,311	103,115	1,800	379,522	93,498	74%	516,022
Electricity	131,872	-	-	12,597	53,807	35,788	5,678	107,870	24,002	75%	143,860
Gas	74,611	-	-	240	39,744	24,363	493	64,840	9,771	80%	81,394
Subtotal	679,503	-	-	82,133	298,862	163,266	7,971	552,232	127,271	74%	741,276
Maintenance:											
Salaries	988,706	-	-	183,866	500,419	233,939	-	918,224	70,482	85%	1,078,588
Materials	195,250	-	-	37,706	104,852	55,431	3,660	201,649	(6,399)	95%	213,000
Contract Costs	1,113,072	-	-	190,233	598,685	218,161	22,925	1,030,004	83,068	85%	1,214,260
Subtotal	2,297,027	-	-	411,805	1,203,956	507,531	26,585	2,149,877	147,150	86%	2,505,848
General:											
Police Services	192,500	-	-	33,635	113,995	32,883	11,988	192,501	(1)	92%	210,000
Insurance	93,313	-	-	20,041	52,889	29,017	5,308	107,255	(13,942)	105%	101,796
Employee Benefits	1,205,505	-	116,399	150,295	414,553	171,248	328,639	1,181,134	24,371	90%	1,315,096
Collection Losses	28,050	-	-	5,690	24,370	1,292	-	31,352	(3,302)	102%	30,600

**Housing Authority of the City of Alameda
 Unaudited Budget Variance Report
 For the Eleven Month Fiscal Period Ending May 31, 2015**

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures							YTD Variance	Budget Used	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8	Total Actual			
Subtotal	1,519,368	-	116,399	209,661	605,807	234,440	345,935	1,512,242	7,126	1,657,492	
Total Operating Exp.	7,755,641	25,000	594,336	1,033,919	2,983,885	1,239,378	1,539,340	7,415,858	339,783	8,460,699	
Mortgage/HAP Payments:											
HAP Payments	20,569,677	180,381	-	-	-	-	20,893,275	21,073,656	(503,979)	22,439,648	
Mortgage Interest	1,002,210	-	-	64,679	688,801	262,762	-	1,016,242	(14,032)	1,093,320	
Interest-City Loan	-	-	-	-	-	-	-	-	0	0	
Subtotal	21,571,887	180,381	-	64,679	688,801	262,762	20,893,275	22,089,898	(518,011)	23,532,968	
Other Expenses:											
Extraordinary Maint.	675,134	22,074	-	192,441	166,148	91,525	-	472,188	202,946	736,510	
CDBG/Other Programs	27,500	110,701	-	-	-	-	-	110,701	(83,201)	30,000	
Pre-Development Costs	186,838	-	-	-	-	-	-	-	186,838	203,823	
Subtotal	889,472	132,775	-	192,441	166,148	91,525	-	582,889	306,583	970,333	
Total Expenses	30,217,000	338,156	594,336	1,291,039	3,838,834	1,593,665	22,432,615	30,088,645	128,355	32,964,000	
Operating Income before Depr.	1,328,015	47,215	-	570,291	679,171	1,055,569	(94,185)	2,258,061	930,046	1,448,744	
Depreciation	1,194,980	91,366	-	250,173	474,375	310,629	-	1,126,543	68,437	1,303,614	
Operating Income after Depr.	133,036	(44,151)	-	320,118	204,796	744,940	(94,185)	1,131,518	998,482	145,130	

Housing Authority of the City of Alameda
Unaudited Budget Variance Report
For the Eleven Month Fiscal Period Ending May 31, 2015

Description	Year to Date Budget	Year to Date (YTD) Actual Income and Expenditures						YTD Variance	S/B 92%	Annual Budget
		General Fund	AHA/CDBG/ Other Managed	Parrot & Eagle Village	HA Owned	Independence Plaza	Section 8			
GAAP to Cash Adjustments:										
Operating Income after Depr.		(44,151)	-	320,118	204,796	744,940	(94,185)	1,131,518		
<u>Cash Adjustments</u>										
Addback Depreciation		91,366	-	250,173	474,375	310,629	-	1,126,543		
Subtract Mig Prin Payments		-	-	(133,605)	(167,442)	(419,063)	-	(720,110)		
Subtract Replacement Res		-	-	(29,516)	(53,480)	(30,500)	-	(113,496)		
Total Adjustments		91,366	-	87,052	253,453	(138,934)	-	292,937		
Adjusted Net Cash		47,215	-	407,170	458,249	606,006	(94,185)	1,424,455		
<u>Reserve Transfers, Loans, Prior Period Adj</u>										
Operating Reserve Transfers		600,000	-	-	(600,000)	-	-	-		
Payoff US Bank Loans		-	-	-	(322,200)	-	-	(322,200)		
Replacement Reserves-Voluntary		-	-	-	-	-	-	-		
Equipment Reserves-Voluntary		-	-	-	-	-	-	-		
Total Reserve Transfers		600,000	-	-	(922,200)	-	-	(322,200)		
<u>Capital Assets</u>										
Capital Asset Additions		(80,530)	-	(106,050)	(1,611,169)	(133,861)	-	(1,931,610)		
Net Capital Assets		(80,530)	-	(106,050)	(1,611,169)	(133,861)	-	(1,931,610)		
Net GAAP to Cash Adj's		566,685	-	301,120	(2,075,120)	472,145	(94,185)	(829,355)		

Unaudited Budget Variance Report
General Fund
For the Eleven Months Ending May 31, 2015

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 92% USED
OPERATING INCOME:								
HAP	230,280	19,190	15,664	(3,526)	211,090	180,381	(30,709)	78%
Interest	2,000	167	907	740	1,833	9,751	7,918	488%
Other Income	147,309	12,276	1,000	(11,276)	135,033	195,239	60,206	133%
Management Fee	0	0	0	0	0	0	0	
Total Operating Income	379,589	31,632	17,571	(14,061)	347,957	385,371	37,414	102%
OPERATING EXPENSES:								
Administrative:								
Salaries	0	0	0	0	0	0	0	0%
Legal	0	0	0	0	0	0	0	0%
Travel/Training	0	0	0	0	0	0	0	0%
Publications	0	0	0	0	0	0	0	0%
Telephone	0	0	0	0	0	0	0	0%
Audit Fees	0	0	0	0	0	0	0	0%
Office Supplies	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Sundry	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Tenant Services:								
Tenant Activities	25,000	2,083	0	2,083	22,917	25,000	(2,083)	0%
	0	0	0	0	0	0	0	0%
Total	25,000	2,083	0	2,083	22,917	25,000	(2,083)	0%
Utilities:								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	
General:								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	0	0	0	0	0	0	0	0%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Total Operating Expenses	25,000	2,083	0	2,083	22,917	25,000	(2,083)	0%
Mortgage/HAP Payments:								
Hap Payments	230,280	19,190	15,664	3,526	211,090	180,381	30,709	78%
Mortgage Interest								
Total	230,280	19,190	15,664	3,526	211,090	180,381	30,709	78%
Other Expenses:								
Extraordinary Maintenance	33,000	2,750	0	2,750	30,250	22,074	8,176	
Pre-development Costs	203,823	16,985	2,485	14,500	186,838	110,701	76,137	0%
Total	236,823	19,735	2,485	17,250	217,088	132,775	84,313	0%
Total Expenses	492,103	41,009	18,149	22,860	451,094	338,156	112,938	69%
Operating Income before Dep	(112,514)	(9,376)	(578)	8,798	(103,138)	47,215	150,353	-42%
Depreciation (paper expense)	50,564	4,214	8,306	(4,092)	46,350	91,366	(45,016)	181%
Operating Income after Depr	(163,078)	(13,590)	(8,884)	4,706	(149,488)	(44,151)	105,337	27%

Unaudited Budget Variance Report
AHA/CDBG/Other Managed Programs
For the Eleven Months Ending May 31, 2015

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 92% USED
OPERATING INCOME:								
HAP	0	0	0	0	0	0	0	#DIV/0!
Interest	0	0	0	0	0	0	0	#DIV/0!
Other Income	665,732	55,478	63,045	7,567	610,254	594,336	(15,918)	89%
Management Fee	0	0	0	0	0	0	0	
Total Operating Income	665,732	55,478	63,045	7,567	610,254	594,336	(15,918)	89%
OPERATING EXPENSES:								
Administrative:								
Salaries	424,927	35,411	39,052	3,641	389,516	395,870	(6,354)	0%
Legal	0	0	6,902	6,902	0	13,065	(13,065)	0%
Travel/Training	0	0	3,733	3,733	0	11,784	(11,784)	0%
Publications	0	0	0	0	0	229	(229)	0%
Telephone	0	0	0	0	0	53	(53)	0%
Audit Fees	0	0	0	0	0	0	0	0%
Office Supplies	0	0	0	0	0	6,426	(6,426)	0%
Contract Costs	78,709	6,559	1,707	(4,852)	72,150	33,487	38,663	0%
Sundry	0	0	497	(497)	0	17,023	(17,023)	0%
Total	503,636	41,970	51,891	8,927	461,666	477,937	(16,271)	0%
Tenant Services:								
Tenant Activities	0	0	0	0	0	0	0	0%
Work Experience	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Utilities:								
Water and Sewer	0	0	0	0	0	0	0	0%
Electricity	0	0	0	0	0	0	0	0%
Gas	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	0	0	0	0	0	0	0	0%
Contract Costs	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	
General:								
Police Services	0	0	0	0	0	0	0	
Insurance	0	0	0	0	0	0	0	0%
Claims Benefits	0	0	0	0	0	0	0	0%
Employee Benefits	132,096	11,008	11,483	(475)	121,088	116,399	4,689	0%
Collection Losses	0	0	0	0	0	0	0	0%
Transfers out	0	0	0	0	0	0	0	0%
Total	132,096	11,008	11,483	(475)	121,088	116,399	4,689	0%
Total Operating Expenses	635,732	52,978	63,374	8,452	582,754	594,336	(11,582)	0%
Mortgage/HAP Payments:								
Hap Payments	0	0	0	0	0	0	0	#DIV/0!
Mortgage Interest	0	0	0	0	0	0	0	#DIV/0!
Total	0	0	0	0	0	0	0	#DIV/0!
Other Expenses:								
Extraordinary Maintenance	0	0	0	0	0	0	0	
CDBG/Other Programs	30,000	2,500	0	2,500	27,500	0	27,500	
Pre-development Costs	0	0	0	0	0	0	0	0%
Total	30,000	2,500	0	2,500	27,500	0	27,500	0%
Total Expenses	665,732	55,478	63,374	10,952	610,254	594,336	15,918	89%
Operating Income before Dep	0	0	(329)	(329)	0	0	0	#DIV/0!
Depreciation (paper expense)	0	0	0	0	0	0	0	#DIV/0!
Operating Income after Depr	0	0	(329)	(329)	0	0	0	#DIV/0!

**Unaudited Budget Variance Report
Parrot Village and Eagle Village
For the Eleven Fiscal Months Ending May 31, 2015**

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	92% USED
OPERATING INCOME:								
HAP	1,467,600	122,300	153,097	30,797	1,345,300	1,385,183	39,883	94%
Dwelling Rents	494,520	41,210	42,133	923	453,310	453,401	91	92%
NonDwelling Rents	0	0	0	0	0	0	0	
Interest	7,000	583	11	(572)	6,417	7,867	1,450	112%
Other Income	15,240	1,270	3,479	2,209	13,970	14,879	909	98%
Total Income	1,984,360	165,363	198,720	33,357	1,818,997	1,861,330	42,333	94%
OPERATING EXPENSES:								
Administrative:								
Salaries	246,755	20,563	16,640	3,923	226,192	207,817	18,375	84%
Legal	9,840	820	1,870	(1,050)	9,020	9,052	(32)	92%
Travel/Training	5,830	486	600	(114)	5,344	3,140	2,204	54%
Publications	400	33	2	31	367	413	(46)	103%
Telephone	2,850	238	192	46	2,613	2,661	(49)	93%
Audit Fees	3,565	297	0	297	3,268	4,774	(1,506)	134%
Office Supplies	7,600	633	358	275	6,967	6,014	953	79%
Contract Costs	38,459	3,205	8,956	(5,751)	35,254	32,661	2,593	85%
Sundry	15,300	1,275	370	905	14,025	47,240	(33,215)	309%
Total	330,599	27,550	28,988	(1,438)	303,049	313,772	(10,723)	95%
Tenant Services:								
Salaries	23,404	1,950	1,624	326	21,454	12,492	8,962	53%
Tenant Activities	4,800	400	0	400	4,400	4,056	344	85%
Total	28,204	2,350	1,624	726	25,854	16,548	9,306	59%
Utilities:								
Water and Sewer	108,900	7,683	0	7,683	99,825	69,296	30,529	64%
Electricity	16,540	1,378	955	423	15,162	12,597	2,565	76%
Gas	6,463	539	15	524	5,924	240	5,684	4%
Total	131,903	9,600	970	8,630	120,911	82,133	38,778	62%
Maintenance:								
Salaries	218,222	18,185	16,422	1,763	200,037	183,866	16,171	84%
Materials	49,700	4,142	2,729	1,413	45,558	37,706	7,852	76%
Contract Costs	250,220	20,852	21,998	(1,146)	229,368	190,233	39,135	76%
Total	518,142	43,179	41,149	2,030	474,964	411,805	63,159	79%
General:								
Police Services	49,770	4,148	3,115	1,033	45,623	33,635	11,988	68%
Insurance	22,569	1,881	1,862	19	20,688	20,041	647	89%
Employee Benefits	174,112	14,509	12,692	1,817	159,603	150,295	9,308	86%
Claims Account			0	0		0	0	
Collection Losses	13,600	1,133	0	1,133	12,467	5,690	6,777	42%
Total	260,051	21,671	17,669	4,002	238,380	209,661	28,719	81%
Total Operating Expenses	1,268,899	104,350	90,400	13,950	1,163,157	1,033,919	129,238	81%
Mortgage Interest								
Mortgage Interest	106,932	8,911	5,969	2,942	98,021	64,679	33,342	60%
Total	106,932	8,911	5,969	2,942	98,021	64,679	33,342	60%
Other Expenses:								
Extraordinary Maintenance	286,500	23,875	8,850	15,025	262,625	192,441	70,184	
Total	286,500	23,875	8,850	15,025	262,625	192,441	70,184	
Total Operating Expenses	1,662,331	137,136	105,219	31,917	1,523,803	1,291,039	232,764	78%
Operating Income before Dep	322,029	28,227	93,501	65,274	295,193	570,291	275,098	177%
Depreciation (paper expense)	276,528	23,044	22,743	301	253,484	250,173	3,311	
Operating Income after Depr	45,501	3,792	70,758	74,550	41,709	320,118	278,409	

Unaudited Internal Budget Variance Report
Housing Authority-Owned Properties
For the Eleven Month Fiscal Period Ending May 31, 2015

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	92% USED
OPERATING INCOME:								
HAP	3,312,960	276,080	307,875	31,795	3,036,880	3,108,106	71,226	94%
Dwelling Rents	1,375,560	114,630	129,725	15,095	1,260,930	1,300,563	39,633	95%
Interest	25,500	2,125	1,042	(1,083)	23,375	52,471	29,096	206%
Other Income	168,320	14,027	6,219	(7,808)	154,293	56,865	(97,428)	34%
Total Income	4,882,340	406,862	444,861	37,999	4,475,478	4,518,005	42,527	93%
OPERATING EXPENSES:								
Administrative:								
Salaries	669,335	55,778	46,790	8,988	613,557	575,723	37,834	86%
Legal	35,328	2,944	1,158	1,786	32,384	33,975	(1,591)	96%
Travel/Training	13,674	1,140	1,657	(518)	12,535	9,570	2,965	70%
Publications	1,100	92	6	86	1,008	1,116	(108)	101%
Telephone	8,600	717	755	(38)	7,883	9,451	(1,568)	110%
Audit Fees	10,757	896	0	896	9,861	11,408	(1,547)	106%
Office Supplies	22,900	1,908	1,082	826	20,992	17,600	3,392	77%
Contract Costs	138,093	11,508	23,430	(11,922)	126,585	118,660	7,925	86%
Sundry	35,800	2,983	1,042	1,941	32,817	18,365	14,452	51%
Total	935,587	77,966	75,920	2,046	857,621	795,868	61,753	85%
Tenant Services:								
Salaries	48,642	4,054	3,386	668	44,589	43,065	1,524	89%
Tenant Activities	30,000	2,500	2,689	(189)	27,500	36,327	(8,827)	121%
Total	78,642	6,554	6,075	479	72,089	79,392	(7,304)	101%
Utilities:								
Water and Sewer	270,775	21,265	13,815	7,450	248,210	205,311	42,899	76%
Electricity	70,880	5,907	4,827	1,080	64,973	53,807	11,166	76%
Gas	49,806	4,151	4,480	(330)	45,656	39,744	5,912	80%
Total	391,461	31,322	23,122	8,200	358,839	298,862	59,977	76%
Maintenance:								
Salaries	612,811	51,068	43,757	7,311	561,743	500,419	61,324	82%
Materials	113,400	9,450	8,286	1,164	103,950	104,852	(902)	92%
Contract Costs	681,010	56,751	51,421	5,330	624,259	598,685	25,574	88%
Total	1,407,221	117,268	103,464	13,804	1,289,953	1,203,956	85,997	86%
General:								
Police Services	106,680	8,890	10,430	(1,540)	97,790	113,995	(16,205)	107%
Insurance	46,012	3,834	4,845	(1,011)	42,178	52,889	(10,711)	115%
Employee Benefits	474,438	39,537	33,937	5,600	434,902	414,553	20,349	87%
Claim Costs	0	0	0	0	0	0	0	
Collection Loss	17,000	1,417	0	1,417	15,583	24,370	(8,787)	
Total	644,130	53,678	49,212	4,466	590,453	605,807	(15,355)	94%
Total Operating Expenses	3,457,041	286,787	257,793	28,994	3,168,954	2,983,885	185,069	86%
Mortgage/HAP Payments:								
Mortgage Interest	735,743	61,312	67,434	(6,122)	674,431	688,801	(14,370)	94%
Interest to City Loan	0	0	0	0	0	0	0	
Total	735,743	61,312	67,434	(6,122)	674,431	688,801	(14,370)	94%
Other Expenses:								
Extraordinary Maintenance	341,240	28,437	0	28,437	312,803	166,148	146,655	49%
Total	341,240	28,437	0	28,437	312,803	166,148	146,655	
Total Expenses	4,534,024	376,535	325,227	51,308	4,156,189	3,838,834	317,355	85%
Operating Income before Dep	348,316	30,326	119,634	89,308	319,290	679,171	359,881	195%
Depreciation (paper expense)	633,588	52,799	43,125	9,674	580,789	474,375	106,414	
Operating Income after Depr	(285,272)	(23,773)	76,509	100,282	(261,499)	204,796	466,295	

Unaudited Internal Budget Variance Report
Independence Plaza
For the Eleven Fiscal Months Ending May 31, 2015

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	Y-T-D Budget	Y-T-D Actuals	YTD Variance	S/B 92% USED
OPERATING INCOME:								
Dwelling Rents	1,411,200	117,600	122,979	5,379	1,293,600	1,313,862	20,262	93%
Deficit Adjustment (City)	1,186,508	98,876	106,090	7,214	1,087,632	1,293,519	205,887	109%
Interest	1,000	83	0	(83)	917	2,221	1,304	222%
Other Income	120,820	10,068	1,298	(8,770)	110,752	39,632	(71,120)	33%
Total Income	2,719,528	226,627	230,367	3,740	2,492,901	2,649,234	156,333	97%
OPERATING EXPENSES:								
Administrative:								
Salaries	263,021	21,918	18,078	3,840	241,103	217,894	23,209	83%
Legal	17,374	1,448	2,262	(814)	15,926	10,296	5,630	59%
Travel/Training	8,798	733	600	133	8,065	3,333	4,732	38%
Publications	400	33	2	31	367	523	(156)	131%
Telephone	3,000	250	532	(282)	2,750	6,211	(3,461)	207%
Audit Fees	3,813	318	0	318	3,495	8,897	(5,402)	233%
Office Supplies	8,000	667	377	290	7,333	6,813	520	85%
Contract Costs	53,417	4,451	7,347	(2,896)	48,966	38,914	10,052	73%
Sundry	25,500	2,125	443	1,682	23,375	9,248	14,127	36%
Total	383,323	31,944	29,641	2,303	351,379	302,129	49,250	79%
Tenant Services:								
Salaries	23,140	1,928	1,770	158	21,212	22,266	(1,054)	96%
Tenant Activities	8,000	667	40	627	7,333	9,746	(2,413)	
Total	31,140	2,595	1,810	785	28,545	32,012	(3,467)	103%
Utilities:								
Water and Sewer	135,990	11,333	13,045	(1,713)	124,658	103,115	21,543	76%
Electricity	47,960	3,997	3,345	652	43,963	35,788	8,175	75%
Gas	24,629	2,052	2,762	(710)	22,577	24,363	(1,786)	99%
Total	208,579	17,382	19,152	(1,770)	191,197	163,266	27,931	78%
Maintenance:								
Salaries	247,555	20,630	21,147	(517)	226,925	233,939	(7,014)	94%
Materials	45,500	3,792	3,343	449	41,708	55,431	(13,723)	122%
Contract Costs	267,280	22,273	15,426	6,847	245,007	218,161	26,846	82%
Total	560,335	46,695	39,916	6,779	513,640	507,531	6,109	91%
General:								
Police Services	37,590	3,133	3,028	105	34,458	32,883	1,575	87%
Insurance	29,152	2,429	2,669	(240)	26,723	29,017	(2,294)	100%
Employee Benefits	190,274	15,856	14,223	1,633	174,418	171,248	3,170	90%
Collection Losses	0	0	0	0	0	1,292	(1,292)	
Total	257,016	21,418	19,920	1,498	235,598	234,440	1,158	91%
Total Operating Expenses	1,440,393	120,033	110,439	9,594	1,320,360	1,239,378	80,982	86%
Mortgage Interest								
Mortgage Interest	250,645	20,887	22,261	(1,374)	229,758	262,762	(33,004)	105%
Total	250,645	20,887	22,261	(1,374)	229,758	262,762	(33,004)	105%
Other Expenses:								
Extraordinary Maintenance	75,770	6,314	0	6,314	69,456	91,525	(22,069)	
Total	75,770	6,314	0	6,314	69,456	91,525	(22,069)	
Total Expenses	1,766,808	147,234	132,700	14,534	1,619,574	1,593,665	25,909	
Operating Income before Dep	952,720	79,393	97,667	18,274	873,327	1,055,569	182,242	111%
Depreciation (paper expense)	342,964	28,580	28,239	341	314,384	310,629	3,755	
Operating Income after Depr	609,756	50,813	69,428	18,615	558,943	744,940	185,997	

Unaudited Budget Variance Report
Section 8 Voucher Program
For the Eleven Months Ending May 31, 2015

Account Description	Annual Budget	Monthly Budget	Monthly Actuals	Monthly Variance	YTD Budget	Y-T-D Actuals	YTD Variance	S/B 92% USED
OPERATING INCOME:								
HAP	22,209,368	1,850,781	1,883,667	32,886	20,358,587	20,893,275	534,688	94%
Dwelling Rents	0	0	0	0	0	0	0	0%
Administrative Fees	1,566,247	130,521	121,829	(8,692)	1,435,726	1,436,906	1,180	92%
Interest	0	0	0	0	0	1,135	1,135	0%
Other Income	5,580	465	405	(60)	5,115	7,114	1,999	127%
Total Income	23,781,195	1,981,766	2,005,901	24,135	21,799,429	22,338,430	539,001	94%
OPERATING EXPENSES:								
Administrative:								
Salaries	965,406	80,451	126,906	(46,456)	884,956	868,052	16,904	90%
Legal	11,030	919	145	774	10,111	12,894	(2,783)	117%
Travel/Training	20,700	1,725	1,042	683	18,975	9,548	9,427	46%
Publications	1,300	108	8	100	1,192	746	446	57%
Telephone	10,320	860	532	328	9,460	7,618	1,842	74%
Audit Fees	12,865	1,072	0	1,072	11,793	5,921	5,872	46%
Office Supplies	27,600	2,300	2,049	251	25,300	28,725	(3,425)	104%
Contract Costs	152,332	12,694	34,118	(21,424)	139,638	173,713	(34,075)	114%
Sundry	38,300	3,192	1,731	1,461	35,108	51,464	(16,356)	134%
Total	1,239,853	103,321	166,531	(63,210)	1,136,532	1,158,681	(22,149)	93%
Tenant Services:								
Salaries	0	0	0	0	0	0	0	
Tenant Activities	100	8	0	8	92	168	(76)	0%
Total	100	8	0	8	92	168	(76)	0%
Utilities:								
Water and Sewer	357	30	370	(340)	327	1,800	(1,473)	504%
Electricity	8,480	707	551	156	7,773	5,678	2,095	67%
Gas	496	41	56	(15)	455	493	(38)	99%
Total	9,333	778	977	(199)	8,555	7,971	584	85%
Maintenance:								
Salaries	0	0	0	0	0	0	0	
Materials	4,400	367	136	231	4,033	3,660	373	0%
Contract Costs	15,750	1,313	1,140	173	14,438	22,925	(8,488)	0%
Total	20,150	1,679	1,276	403	18,471	26,585	(8,114)	132%
General:								
Police Services	15,960	1,330	0	1,330	14,630	11,988	2,642	75%
Insurance	4,063	339	500	(161)	3,724	5,308	(1,584)	131%
Employee Benefits	344,176	28,681	31,670	(2,989)	315,495	328,639	(13,144)	95%
Claim Costs	0	0	0	0	0	0	0	0%
Total	364,199	30,350	32,170	(1,820)	333,849	345,935	(12,086)	95%
Total Operating Expenses	1,633,635	136,136	200,954	(64,818)	1,497,499	1,539,340	(41,841)	94%
HAP Payments:								
HAP	22,209,368	1,850,781	1,883,667	(32,886)	20,358,587	20,893,275	(534,688)	94%
Total	22,209,368	1,850,781	1,883,667	(32,886)	20,358,587	20,893,275	(534,688)	94%
Other Expenses:								
Extraordinary Maintenance	0	0	0	0	0	0	0	0%
Total	0	0	0	0	0	0	0	0%
Total Expenses	23,843,003	1,986,917	2,084,621	(97,704)	21,856,086	22,432,615	(576,529)	94%
Operating Income before Dep	(61,808)	(5,151)	(78,720)	(83,871)	(56,657)	(94,185)	(37,528)	
Depreciation (paper expense)	0	0	0	0	0	0	0	
Operating Income after Depr	(61,808)	(5,151)	(78,720)	(83,871)	(56,657)	(94,185)	(37,528)	

Housing Authority of the City of Alameda
Budget Variance Schedule of Significant Cash Items
For the Reporting Period Ending May 31, 2015

Description	Amount
Operating Income before Depreciation	\$ 2,258,061
Less:	
Principal portion of mortgage payments	(720,110)
Pay off US Bank Loans	(322,200)
Replacement Reserves-Mortgage Required	(113,496)
Capital Improvements	(1,931,610)
Sub-total	(3,087,416)
Net Cash (for these limited, but significant items)	\$ (829,355)



Housing Authority of the City of Alameda

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

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Monthly Overview Report to the Board

BACKGROUND

This memo provides a high level overview of agency activities in the prior month. Data is submitted by each of the five departments – Operations and Property Management, Facilities, Housing Programs, Housing and Community Development and Finance.

Operations/HR

The following positions are being recruited for:

- Director of Finance (Interviews in process)
- Director of Housing Programs (Recruitment closes June 26)
- Senior Management Analyst/Management Analyst (Interviews in process)
- Hearing Officers (Part-time)

Our new Facilities Project Manager, Joyce Fan, started on June 8 along with two interns who will be with us for the summer. We have promoted Kara Korbel; to Acting Housing Programs Supervisor.

We also submit the proposed changes to the Paid Sick Leave Policy of the AHA Personnel Policy. These changes were made to be consistent with the Healthy Workplace Healthy Family Act of 2014 (AB 1522). AHA's Policy exceeded the requirements in the law, with the exception of temporary and at will employees who are now provided with sick leave as described in the proposed changes.

Senior management is working with our HR attorney on a revision to the employment contracts for the full time property management staff. These are "at will" contract staff who live and work at the properties. Changes to the contracts will reflect the new sick leave provisions required by state law and will convert staff from a stipend to an hourly rate. It also clarified which parts of the personnel policy apply for these staff. These employees are not tenants but are provided onsite housing. These four employees will also be eligible for dental coverage paid by the agency for the employee only. The impact to the budget is expected to be less than \$3,000 annually. It is expected that the contracts will be executed shortly and

be effective July 1, 2015. Contracts for the remaining contract part time positions will be reviewed in coming months. These employees are generally tenants of AHA who are paid a stipend for light duties.

A new time clock and vacation request system has been implemented which brings all employees on to a single online system and eliminates the need for multiple paper-based systems used previously.

Property Management

We signed three leases in May. Two of the lease signings fulfilled AHA approved Reasonable Accommodation requests. We ended the month with nine vacant units. We have been working diligently on the large project of moving a number of households that are not residing in an appropriate sized unit.

Rent collections continue to show improvement. We ended May with two residents owing rent for May. Both residents' files have been sent to our attorney for eviction. I expect both will end up with Stipulated Agreements to pay rents due. They will be held to a defined schedule for payment of rents due that if violated, the consequences will be a swift eviction enforced through the Courts.

The Payment Installment Program is showing very good reductions in debt owed to AHA. We ended May with only about \$5,350 in unpaid debt. Of this amount only one resident owes more than \$1,000. We are down to 15 Payment Agreements. Only 3 of the remaining 15 residents are more than a month past due. All received warning letters.

We have not evicted a single resident for non-payment of rent since September of 2014.

Monthly meetings continue for all site managers. At the May meeting we toured Esperanza Gardens checking on the great progress made to remodel this property. Many residents have approached me exclaiming their appreciation for all of the work AHA has done to improve the property.

The Resident Managers are proving to be great advocates for the implementation and education of our residents for drought awareness. They continue to participate in informational resident meetings and have completed a thorough water use testing of each unit at Esperanza Gardens.

A detailed spreadsheet showing each water use source in each unit has been created and was shared with Miriam Delgrange.

Facilities and Maintenance (Director Rod Roche)

Capital Improvements Projects – During the month of May, our contractor for the Esperanza Site Improvements Project continued to make good progress and is now approximately 80% complete with this project. New playground area

development was the primary area of progress this month, and painting onsite is now substantially complete.

Capital Projects Update	
May 2015 Update	ESP - Site Improvements Project
BOD Approval	\$ 1,550,400
Original Contract Amount	\$ 1,292,000
Approved Change Orders	\$ 171,055
Current Contract Amount	\$ 1,463,055
Project Cost To Date	\$ 1,097,291
% Complete	80%
Pending Change Orders	\$5,276
Original Substantial Completion	6/30/2015
Current Substantial Completion	7/30/2015

In addition, our contractor completed its work on the China Clipper Heater Replacement Project during the month of May.

Maintenance Work Orders

Maintenance Work Order Update				
May 2015 Update	FY 2014 Ave.	Jul - Apr 2015	May-15	FY 2015 Ave.
Total Monthly WOs	285	2638	163	255
Preventative Maintenance WOs	41	369	18	35
Vacancy Turnovers	6	56	2	5

Housing Programs

The Housing Program Department (HPD) continued to process rent increases, new move-ins, inspections, annual and interim recertifications, and reasonable accommodations in the month of May. HPD continues to see increased notices to vacate from landlords, and these displaced voucher holders are having difficulty leasing up on the island as the payment standards are well below the market rate for newly vacant units. For example in the past 12 months, just 59% of those issued with a voucher were able to lease up and most of these leased up outside of Alameda, in lower cost neighborhoods. We currently have 28 voucher holders seeking housing on the island and of these 13 are movers who were previously housed under the AHA section 8 program. However, there are currently no units listed on Craigslist within the city of Alameda that meet the payment standards approved by HUD. Monthly renter education sessions are scheduled, as well as opportunities to thank and acknowledge the approximately 400 landlords who are willing to house and housing Section 8 tenants.

Furthermore, utilization is going down due to the continued and understandable absorption of port-ins by neighboring housing authorities. This in turn will reduce both administrative fees, and in due course the agency's budget authority. Staff met with HUD San Francisco Field Office Staff recently to discuss their concerns about the ability of the Housing Authority to respond to such dramatic changes in both availability and cost of rental units in Alameda.

Staff is working on a request for approval of a 120% payment standards. This will still not bring the rents to market, but may provide some encouragement for landlords to stay with the program by allowing higher rents. It should be noted, however, that any increase in the payment standard (resulting in landlords requesting rent increases) causes significant extra administrative work for the agency, and in some cases may lead to an increase in the tenant's portion until the next annual certification when the higher payment standard will be applied.

The front desk continues to be busy with hundreds of enquiries each week from housing seekers who are not eligible for our programs but need housing information and referrals due to the Bay Area rental housing crisis. Relationships with agencies such as 211/Eden I&R, EBHO and ECHO housing are crucial in terms of proving these individuals with information.

Housing and Community Development (Director Victoria Johnson)

CDBG/HOME Programs –

The Five Year Strategic Plan and Annual Action Plan have been submitted to HUD for final approval. Staff is preparing agreements and related documents for the recommended subgrantees. The start of the program year is July 1, 2015.

Rent Review Advisory Committee (RRAC) - There was no cases heard in May. In June there was four cases. Two cases were resolved between the landlord and tenant prior to the meeting. The first case heard involved two units. The RRAC determined that the 10% increase was acceptable, but urged the landlord to complete any of the maintenance issues. The second case involved 18 units. The RRAC made a recommendation for the rent increases to be dropped from 10% to 7.5% for a period of 12 months and that outstanding maintenance issues are addressed immediately.

Housing Rehabilitation Programs –

- Staff is assisting a frail elderly homeowner and her disabled son to bid for major renovations to their property. We are working with a local real estate office who wants to donate time and materials through a "Helping Hands" community program to perform non-construction work and make additional improvements to stretch the \$50K loan maximum.
- Staff is assisting the Owner of a six unit property with a Soft-Story study and seismic retrofit. The soft story report will be funded through a \$5,000 grant

and the retrofit will be funded through the Rental Rehab program for the income eligible tenants, four of whom are current voucher holders. The maximum loan is \$108,000 for this property.

- Staff is working with an owner of a duplex who received a code violation for unsafe conditions for an undocumented third floor living area created in the attic of a Victorian-era structure. The owner is getting engineering and architectural plans to make that area safe to occupy. We will assist using Rental Rehab loans for the work estimated at \$25,000.
- Staff is also working with the owners of a single family house who need replacement windows, painting and other HQS issues to preserve the property. The project cost is expected to be \$40-50,000 and the disabled homeowner will be assisted by a low-interest or deferred payment loan.
- Staff is presenting a series of water conservation programs at all Housing Authority complexes and has included the Public Works staff to present the new green waste recycling program that is now mandatory for multi-family properties.

Inclusionary and Below Market Rate Programs – Hello Housing is working with a group of applicants who were selected by lottery to obtain mortgage financing and purchase the first set of homes at the Alameda Landing Linear subdivision built by TriPointe. The first two applicants have completed the eligibility process and will move forward with Tripoint purchase process.

Real Estate Development –

- Stargell Commons (32 family units): The project was awarded an allocation of Low Income Housing Tax Credits on June 10, 2015. Staff will work with outside counsel in the coming months to review transaction documents, and construction closing will occur in October or November 2015. Staff will seek Board approval of the final transaction prior to closing.
- 2437 Eagle Avenue (22 family units): The Planning Board considered the Housing Authority request for development approval on June 8th. However, the Board voted to continue the item. Board members asked for a modification to the elevations that includes more ornamental features, a reduced number of parking spaces in order to increase green space and to move the trash enclosure away from the street. Staff will work with the architect to address these items and resubmit revised plans. Based on the Planning Board calendar the public hearing is likely to take place in September.
- Del Monte Rental (31 senior units) - The project obtained unanimous approval by the Planning Board on May 26th. The associated City Ordinance will be considered by City Council for approvals on July 7th and July 21st. Staff and outside counsel (Carle, Mackie, Power and Ross) continue to work with the City Attorney and with Tim Lewis Partner's attorneys to finalize document agreements.

A Request for Qualifications for Environmental Consulting Services was initiated in March. This consultant can provide testing and documentation for the

environmental approval process for new construction and substantial rehabilitation projects. Staff reviewed qualifications of eleven respondents. The pool has been reduced to six firms that will be placed on a short list of qualified firms. The six are:

Ninyo and Moore
Northgate Environmental Management, Inc.
Pacific Municipal Consultants (PMC)
SCA Environmental, Inc.
Terraphase Engineering
Tetra Tech, Inc.

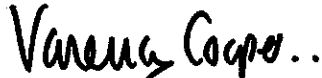
Finance (Director Alan Olds)

Please see the Budget Variance Report.

RECOMMENDATION

For information only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/



Housing Authority of the City of Alameda

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

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Amend Property Management Policy

BACKGROUND

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

DISCUSSION

Staff is proposing a change to the occupancy standards of HOME units and to the definition of over-housed. Current policy requires staff to determine the relationship of the Head of Household to all other adult members of the household. Recent changes make it illegal to discriminate based on marital status. This change would remove the requirement of staff to inquire into the relationships of adult household members, including marital status.

An interest list was established for units without a wait list in an effort to minimize staff effort to fill units without wait lists. It was the intent to all Staff to use approved applications from similarly sized unit for new vacancies without starting from scratch. The interest list was not intended to give applicants rights to vacate units or establish wait lists. This revisions provides clarification that applications become inactive if a unit does not become available within the 120 day period and the applicant does not have a right to future units. The applicant can apply for any vacate unit at any time, but cannot appeal the 120 day limitation of an application.

The Policy allows for different categories of transfers including Emergency Transfers, but it does not address these transfers when the unit meeting the needs has an established wait list. Many of the units with the HOME designation have features needed for reasonable accommodation requests. There is not a regulation prohibiting a transfer into a HOME unit to meet a need, as long as it is in the Agency's Policy. This revision would allow staff to transfer tenants into units with established wait lists for reasons of reasonable accommodation requests or Emergency Transfers. These transfers would be very limited and would be used to meet the needs of a person with a disability or a family that is living in a potentially hazardous situation.



Senior Housing requires the Head of Household to be 62 years of age or older and all other adults, excluding live-in aides, to be 55 years of age or older. The Policy has this requirement for all senior housing, but Independence Plaza. The Policy allows other adult household members to be 45 years of age at Independence Plaza. This is not a requirement of the contract for the assistance at Independence Plaza, so staff is recommending to revise the age requirements at Independence Plaza to conform to the definition of senior housing.

Most private and non-profit housing management companies use 3rd party companies to screen applicants. Staff is proposing a revision to allow for a 3rd party screening of applicants. The Housing Authority currently uses Corelogic for credit screening of applicants. The contract allows for applicant screening including criminal history. The use of this system requires the establishment of a scoring system and more specification of criminal history screening. This revision would establish the rating system. Data from other affordable housing providers was obtained to establish a reasonable rating system. The revision is intended to be broad enough to allow the Housing Authority to use a different 3rd party screening company as needs dictate and contracts expire. Applicants would still have the right to appeal denial decisions, and these decisions would still be eligible for an Informal Review to determine if an exception to the Policy is appropriate due to extenuating circumstances.

This revision updates the Director of Facilities' title and allows for 30 days rather than 14 days to review maintenance charge appeals. This additional time will allow staff time to research and review all documents and pictures relating to the charges. The tenant would not be harmed by this change as there are no late fees or penalties at this stage.

Staff is proposing to allow a review of criminal histories at annual re-examination for all units, if determined necessary by the Executive Director. If determined appropriate, this review would apply to all units.

Staff is recommending a revision to the Policy to match additions to the household with the requirements in the Administrative Plan for the Voucher Program.

During a recent project, it was determined that the Policy did not specify the priority order of transfers. This revision allows staff to prioritize within transfer categories on objective criteria such as approved reasonable accommodations, family composition, and number of years leasing a Housing -Authority owned unit.

Current policy allows tenants to transfer the security deposit on their current unit to a new unit during a transfer. However, landlord/tenant law does not allow the transfer of debts from previous units to new units. The current policy can result in staff not being able to collect debts from current tenants for past units. This revision would not allow the transfer of the security deposit to a new unit. This would allow staff the time allowed by law to determine maintenance charges and unpaid rent from the previous unit and to deduct these amounts from the original security deposit. At that time, any remaining monies from the security deposit would be returned to the tenant. If the charges exceeded the original security deposit, and the tenant did not pay the difference, this



revision would allow for alternate routes, such as referral to a collection agency, to collect the monies owed on the previous unit.

With the revision to not allow the transfer of a security deposit to a new unit, it is anticipated that families may need to transfer while owing money to the Housing Authority. A second revision allows the Executive Director to approve transfers when monies are owed to the Housing Authorities. One use of this authority could be to allow over-housed families who cannot pay the rent on a unit that is too large to transfer to a right-sized unit with a lower rent and then to repay the amount owed to the Housing Authority.

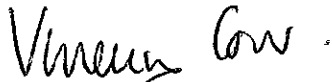
This revision updates the HOME income limits to match those issued by HUD.

The attached shows the recommended changes to the Property Management Policy.

RECOMMENDATION

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

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC/tms

Attachments:

1. Exhibit A – Proposed Amendment to Managed Housing Policy 2015-01



**POLICY FOR THE MANAGEMENT OF
HOUSING AUTHORITY-OWNED PROPERTIES
“PROPERTY MANAGEMENT POLICY”**

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POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES “PROPERTY MANAGEMENT POLICY”

This Policy has been adopted to guide staff in the selection of and continued occupancy of residents of Housing Authority-owned units.

1.0 APPLICANT AND TENANT RIGHTS

Confidentiality. The Housing Authority will maintain the confidentiality of applicant and tenant information. All information provided to the AHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

Equal Opportunity. The Housing Authority will ensure equal opportunity and nondiscrimination on grounds of race, color, religion, national origin, ancestry, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), sexual orientation, familial status, marital status, physical or mental disability, medical condition, source of income or age from participating in, or benefiting from, any Housing Authority program. Also refer to Appendix A.

2.0 REASONABLE ACCOMMODATION

When the Housing Authority has received and verified the need for a reasonable accommodation, the Housing Authority will respond as quickly as possible. The Housing Authority will ask the Applicant or Tenant what specific accommodation is being requested. If the disability for which the reasonable accommodation is being requested is not obvious, the Housing Authority will seek verification from a third party of what accommodation is appropriate. If the Housing Authority finds the requested accommodation reasonable, it will be provided.

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

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

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

The individual will submit his/her request for auxiliary aids or services to the appropriate AHA staff person. For applicants, the request should be addressed to the Director of Housing Programs. For tenants, the request should be addressed to the Property Manager.

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

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

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

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

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

The LAP is available to the public at the Housing Authority office or on the website for the Housing Authority of the City of Alameda (AHA).

4.0 PROPERTY MANAGEMENT UNITS

4.1 Occupancy Limits

The maximum number of household members who can reside in the unit without a reasonable accommodation will be two people per bedroom with one additional person in the living space.

<u>No. of Bedrooms</u>	<u>Minimum No. of Persons</u>	<u>Maximum No. of Persons</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

The minimum number of persons in a Property Management unit with no assistance is one person per bedroom. For units with assistance such as the HOME units, Project-Based Voucher units, and very-low and low-income units at Independence Plaza, the minimum and maximum persons in the unit may be further restricted due to the program rules governing the unit. The most restrictive requirements will apply.

A Live-in Aide in most cases will be allocated one bedroom where available. The family of a Live-in Aide also may occupy the unit if overcrowding does not result, but the Live-in Aide and family will only be allocated one bedroom.

The subsidy standards for HOME units will be a unit with the fewest number of bedrooms that meets the following occupancy standard:

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

- ~~The Head of Household and spouse/domestic partner/significant other are allocated 1 bedroom~~
- ~~For verified reasons of health, an additional bedroom may be provided for: a live-in aide, medical equipment which requires a separate room because of size or function, or a family member who must have a separate bedroom due to other serious medical condition.~~

4.2 **Filling Vacant Units**

In general, vacant units will be filled in the order in which they were vacated. For example, if an applicant is eligible for a three-bedroom unit and there are two such units available, the applicant will be offered the unit that has been vacant for the longest period of time.

If the applicant refuses a unit at a site, the applicant will be removed from the site-specific waiting list.

If the unit does not have a waiting list associated with it (see section 5.2 for a list of waiting lists maintained for the Property Management units), applications will be accepted for the unit until filled. If after filling the unit, there are still approved applications, the Property Manager will create an interest list for other vacancies within the next 120 days. After 120 days, applications will not be considered current and will become inactive. This does not require further notification to the applicant and is not an action open to appeal. If another unit without a waiting list becomes vacant within the 120 days, the unit may be offered to the person on the interest list with the earliest application received date.

For purposes of fulfilling Reasonable Accommodation requests and emergency transfers (such as for issues covered under VAWA), the Executive Director or designee can approve a transfer into a vacant unit operated under a different wait list. This does not apply to units operated under a Project-Based Voucher contract except as allowed under the program rules for the Project-Based Voucher program.

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5.0 TAKING APPLICATIONS

The application constitutes the basic record of each Applicant for admission. Each Applicant is required to supply the information requested on the application form, including declaring any preference(s) to which the family believes it qualifies, and to certify the accuracy of the information provided. The Housing Authority reserves the right to verify the information.

5.1 Application Process

For the Section 8 waiting lists, refer to the Administrative Plan.

As the need arises, the Housing Authority will open the applicable site-based Affordable waiting list or Independence Plaza (IP) Market Rate list to accept pre-applications. The Housing Authority may take applications in a variety of ways, including:

- Open enrollment, or
- First-come, first-served, or
- A lottery system to add a specific number of applicants to a waiting list.

When opening a waiting list, the Housing Authority will provide all relevant information, including dates and times applications will be accepted, what preferences may be claimed, and any criteria specific to a unit or complex (e.g., applicants for all IP units must have a head of household that is 62 years of age; other family members must be at least 45 years of age).

Persons with disabilities who require a reasonable accommodation to complete an application may call the Housing Authority to make special arrangements. The Housing Authority uses either its TDD line or the California relay system for individuals who are hearing-impaired.

Completed applications will be date and time stamped upon return to the Housing Authority. In the case of a lottery, the order in which the Applicants are randomly selected will be used in lieu of the date and time stamp.

When the Independence Plaza Affordable waiting list is reopened after a closure, tenants residing in Market Rate units will be given the opportunity to complete an application. If the Market Rate tenant completes an application, the tenant will be placed on the waiting list in order by date and time or random lottery according to the process that the waiting list will be ordered.

5.2 Waiting Lists

The Housing Authority maintains several waiting lists:

- Section 8 Housing Choice Voucher – Refer to the Administrative Plan.
- Section 8 Project-based Voucher lists – Refer to the Administrative Plan.
- Independence Plaza Affordable – This list is used to fill the 128 units designated for very low and low income seniors.

- China Clipper Plaza Affordable – This list is used to fill non-Section 8 HOME units at this site.
- Condos Affordable – This list is used to fill the seven condominiums in the HOME program. These units are for seniors only.
- Lincoln House Affordable – This list is used to fill HOME units at this site.
- Sherman Street Affordable – This list is used to fill units at this site.
- Independence Plaza (IP) Market Rate – This list is specifically used to fill units not designated as "affordable" at Independence Plaza, the "market rate" units.

5.3 Placement on the Waiting List

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

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

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older), a family where the head of household or spouse is disabled, or a family with two or more members. (3 points)
3. Veteran's preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., as defined by the Department of Veteran Affairs..) (2 points)

When an applicant is selected from the IP Affordable list, the income determination may qualify the applicant for a very-low income unit; however, the only unit available may be a low-income unit. The applicant is given the option to take the first available unit and be placed on the transfer list to wait for an appropriate unit based on the applicant's income.

For the IP Market Rate list, there are two preferences, the residency preference and the veteran's preference. The same point values apply.

Waiting lists are separate. Placement on one list does not deny a person from applying for placement on another list.

5.4 Reporting Changes

Applicants must report changes in family composition, income, or preference factors. The Housing Authority will annotate the Applicant's file. The Housing Authority also will update the Applicant's preferences or family composition which could affect the family's place on the waiting list(s) (e.g., moving from Alameda

will result in the loss of the residency preference, moving to or obtaining a job in Alameda will result in gaining the residency preference.)

5.5 Selecting Families from the Waiting List

The Housing Authority has developed this selection process to ensure that Applicants on the waiting list are selected fairly. This policy prohibits discrimination and favoritism toward friends or relatives, or other situations in which there may be a conflict of interest.

The second phase of the application process takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of preferences, income, suitability and other selection factors are current to determine the family's final eligibility for tenancy in a Housing Authority-owned unit.

The family must sign the Authorization for Release of Information/Privacy Act Notice and the Applicant's/Tenant's Consent to the Release of Information forms. A family's refusal to sign these consent forms and to supply required information will result in denial of eligibility.

If a family does not qualify for a claimed preference, the family will be returned to the appropriate place on the applicable waiting list. The Housing Authority will notify the family in writing of this determination.

5.6 Applicant Interviews

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of denial of admission. The Housing Authority will allow the family to request to reschedule the appointment for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Requests for a reasonable accommodation are exempted from this limitation where the need for the accommodation can be verified.

If the family misses the rescheduled appointment, the applicant family will be sent a notice denying admission and will be removed from the waiting list.

5.7 Removal from the Waiting List

The Applicant will be removed from a specific site-based waiting list when the Applicant:

- Becomes ineligible.
- Misses a scheduled appointment without good cause or without having requested postponement as a reasonable accommodation.
- Refuses an offer of housing without good cause. Good cause is defined as:
 - a. A doctor verifying that the Applicant has a medical emergency;
 - b. A court verifying that the Applicant is serving on a jury, which has been sequestered;
 - c. A copy of a lease verifying a lease commitment;
 - d. Death of a family member; or

- e. Other good cause as determined by the Executive Director or designee (e.g., military service).
- Fails to respond within allotted time frame to the Housing Authority's attempts to contact the Applicant for information, updates, or to determine continued interest (See "Accommodation for the Disabled" below). Or
- Requests in writing to be removed, including from families who receive Section 8 assistance.

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

6.0 RIGHT OF REFUSAL

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

If the Applicant is unable to move at the time of the offer and presents clear evidence (i.e., "good cause"), which substantiates this situation to the Authority's satisfaction, the applicant will not be removed from the site-based waiting list. Good cause is defined in Section 5.7.

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

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

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

6.1 Accommodation for the Disabled

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

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

7.0 NOTIFICATION OF NEGATIVE ACTIONS

The Housing Authority will notify applicants whose names are being removed from the waiting list in writing that they have 14 calendar days from the date of the written correspondence to request an informal review and to present verification of mitigating circumstances. The letter also will indicate that the

Applicant's name will be removed from the waiting list for failing to respond within the 14 calendar days.

8.0 ELIGIBILITY FOR ADMISSION

There are three basic eligibility requirements for admission to a Housing Authority owned unit. The family must:

- Meet program requirements; (Refer to the Administrative Plan for additional information for Section 8 programs or the HOME Program Guidebook for that program.) (See Appendix D for eligibility requirements by complex.)
- 2. Sign consent authorization documents, and
- 3. Meet Housing Authority screening criteria.

8.1 Eligibility Criteria

1. Program Requirements.

- a. **Income Eligibility.** A family may not be admitted to any property management complex without meeting the income requirements with some exceptions for Independence Plaza. Income eligibility varies with the housing program, generally because of the type of funding used to finance the purchase of the complex.

Applicants for units without voucher assistance should have income that is equal to twice the monthly rent amount.

Applicants for units at Independence Plaza should have income that is equal to twice the monthly rent amount. Applicants, who are on both the Affordable and Market Rate Waiting Lists, may choose to take the first available unit, a market rate unit, with a rent that exceeds 50 percent of his/her income while continuing to wait for a very-low or low-income unit. In other cases, income may appear to be too low; however, if the applicant has assets sufficient to draw upon to cover rent for a reasonable period of time, the income requirement will be met.

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

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

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

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

Independence Plaza: The head of household must be 62 years of age or older. All other family members must be a person who resides with the head of household and is at least 45~~55~~ years of age or a spouse/domestic

partner. The age requirement does not apply to a live-in aide.

2. **Signing Consent Forms.** Each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms. The authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
3. **Suitability.** Applicant families will be evaluated to determine whether, based on their recent behavior, they could reasonably be expected to comply with the lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the community's environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Families will be denied admission if they fail to meet the suitability criteria.

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

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud;
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
7. Applicant's ability to meet tenancy requirements;
8. Whether applicant qualifies for a rental unit available only to people with a disability.

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

1. A credit check of all adult family members;
2. A rental history check of all adult family members; and
3. A criminal record check and a check of the State's lifetime sex offender registration program on all adult household members, including live-in aides. This check will be made through local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area,

the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the Federal Bureau of Investigation's National Crime Information Center. The Housing Authority may also use a 3rd party criminal records check.

9.0 GROUNDS FOR DENIAL OF TENANCY

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

1. Failure to meet any of the eligibility criteria in 8.1. This includes the following:
 - One eviction within the past four years; however, the Housing Authority will consider extenuating circumstances (e.g., owner foreclosure, illness that results in substantial medical costs, recent positive references from landlords).
 - Credit history that shows an accumulation of debt of \$6,000 or more or more than half of credit accounts showing poor credit ratings or charge-offs. Exceptions may be granted for debt accumulated as the result of illness/hospitalization or student debt and/or recent positive references from landlords. Exceptions may be granted for poor credit due to a foreclosure or pending foreclosure.
 - Involuntary termination of assistance from any government-subsidized housing unit in the last three years or having committed fraud, bribery, or any other corrupt or criminal act related to such programs.
 - Criminal History:

Type of Criminal Activity	Years Screening for Convictions	Years Screening for Charges
Engaging in drug-related criminal activity currently in past or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.	7	1
Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]	7	1
Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity	7	1
Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).	7	1
Crimes Against Persons (for example: assault, kidnapping, etc.)	7	1
Crimes against Property (arson, burglary, theft of car, fraud, robbery, vandalism, etc.)	7	1
Monetary Crimes against Property (bad checks, embezzlement, blackmail, larceny, etc.)	5	1
Crimes Against Society (drugs, weapons, etc.)	7	1
Crimes Against Society (impair or perverts the law, disorderly conduct, driving under the influence, drunkenness-related, pornography, etc.)	5	1

- ~~Engaging in drug-related criminal activity currently or within the past three years or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.~~
- ~~Engaged in criminal activity within the past five years, including:~~
- ~~Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].~~
- ~~Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or~~
- ~~Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).~~
- Any conviction of drug-related criminal activity for the production or manufacture of methamphetamine.

- Any household member subject to a lifetime registration under a state sex offender registration program.
 - Owes rent or other amounts to a previous landlord, including a housing authority.
 - Has breached the terms of a payment agreement with the Housing Authority, unless the family repays the full amount of the debt covered in the agreement prior to being selected from the waiting list.
 - Does not meet the age requirements for occupancy in a senior complex.
2. Not supplying requested information or documentation, or complete and true information;
 3. Refusing to sign consent forms for obtaining information.
 4. Failing to meet the Housing Authority's income standards for affordable or market rate units, barring some exceptions for Independence Plaza applicants as outlined in Section 8.1.
 5. Failing to meet the Housing Authority's occupancy screening criteria.
 6. Failing to obtain a minimum criteria scoring by a 3rd party vendor on rental history. Scoring determined by Housing Authority (currently 250) and uniformly applied by 3rd party vendor.

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

9.1 Victims of Domestic Violence

The Housing Authority acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the Housing Authority's policies. If the Housing Authority makes a determination to deny admission, the Housing Authority will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

9.2 Mitigating Circumstances

The Housing Authority will make every effort to follow the guidelines set forth in this document. Applicants denied assistance may offer mitigating circumstances for the Housing Authority to consider. The Housing Authority will consider all mitigating circumstances and respond in writing within 14 calendar days with its decision.

10.0 UPDATING THE WAITING LIST

The Housing Authority will update waiting lists at least bi-annually to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information (i.e., applicant's address, family composition, income category, and preferences). E-mail notification can fulfill this requirement.

11.0 VERIFICATIONS

The AHA may use various methods to verify family information, including:

- Up-front Income Verification (UIV)
- Written Third-Party Verification
- Written Third-Party Verification Form
- Oral Third-Party Verification
- Tenant Declaration

Refer to the Administrative Plan for more information about these methods of verification for Applicants to Section 8 Programs.

11.1 Family Verifications

For Applicants to Section 8 Programs, refer to the Administrative Plan.

Ages of Family Members. A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members, an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license - if birth year is recorded) and to provide a self-certification.

Family Relationships. Applicants are required to identify the relationship of each household member to the head of household. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

A certified copy of a divorce decree or other court record is required to document that a couple is divorced or legally separated. If no court document is available, the head of household will be required to certify that the divorce or separation has taken place.

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required for individuals placed in an applicant's household by such agency.

Disabilities. The Housing Authority will verify a claimed disability for purposes of reasonable accommodation, unit modification, or eligibility. The Housing Authority may inquire about the disability to determine if the applicant:

- Needs an applicant-requested reasonable accommodation of a policy or procedure or a unit needs to be modified due to a disability.
- Is qualified for a dwelling available only to persons with disabilities.
- Is qualified for a priority available to persons with disabilities.

The Housing Authority will not inquire about the nature or extent of a person's disability or a person's diagnosis or details of treatment for a disability or medical condition. If the Housing Authority receives a verification document that provides such information, the Housing Authority will not place this information in the tenant file. Under no circumstances will the Housing Authority request a participant's medical record(s).

11.2 Preferences

Residency Preference. The Housing Authority will verify a residency preference claimed by an applicant using:

- Telephone bill (not cell phone)
- Utility bills
- Written verification from an employer that a family member is employed or has been notified that they are hired to work in Alameda
- Signed statement from a homeless shelter employee.

If, at the time of application, the applicant is staying in a shelter that is not located in Alameda and the applicant's last permanent address was in the city of Alameda, the applicant will be given the residency preference.

Veteran's Preference. The Housing Authority will verify a veteran's preference claimed by an applicant using:

- DD214 form to verify veteran and discharge status of a family member or the spouse of a deceased veteran. Merchant Marines who served in active oceangoing service from December 7, 1941, to August 15, 1945, are considered veterans.
- U. S. military card to verify current military service.

Family Preference. This preference applies only to the Affordable waiting lists. Verification for this preference will be completed in conjunction with family verifications.

11.3 Income

Income reported by the family will be verified. Social security numbers are gathered to verify employment or other sources of income. The definition of annual income found at 24 CFR 5.609 will be used in the calculation of annual income for determinations of eligibility.

Earned Income. Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Business and Self-Employment Income. Business owners and self-employed persons will be required to provide:

- An audited financial statement for the previous fiscal year. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

- All schedules completed for filing federal and local taxes in the preceding year.

The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the Housing Authority may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three months, the Housing Authority will accept the family member's certified estimate of income and schedule an interim reexamination in three months. If the family member has been self-employed for three to 12 months the Housing Authority will require the family to provide documentation of income and expenses for this period and use that information to project income.

Periodic Payments and Payments in Lieu of Earnings. To verify the SS/SSI benefits, the Housing Authority will request the most current SSA benefit letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the Housing Authority will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov and to provide it to the Housing Authority.

Alimony or Child Support. The Housing Authority will seek verification for alimony and child support. The method of verification differs depending on whether the family declares that it receives regular or irregular payments.

If the family declares that it **receives regular payments**, the AHA will request a record of payments for the past 12 months through the local or state government entity and request that the entity disclose any known information about the likelihood of future payments or will obtain verification directly from the person paying the support.

Other methods of obtaining this information might include a copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules, copy of the latest check and/or payment stubs, or the family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it **receives irregular or no payments**, in addition to the process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include a statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

Note: Families are not required to undertake independent enforcement action.

Zero Annual Income Status. For families claiming no annual income, the Housing Authority will verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Any adult

family member claiming zero income will be required to complete the Housing Authority's Zero Income Statement form. The Housing Authority will follow up with the family to determine if the situation has changed. The Housing Authority may follow up as often as monthly.

11.4 Income from Assets

Net Income from Rental Property. The family must provide:

- A current executed lease for the property that shows the rental amount or certification from the current tenant; and
- A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If Schedule E was not prepared, the Housing Authority will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including, tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

Retirement Accounts. The Housing Authority will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

11.5 Mandatory Deductions for income calculation

Refer to the Administrative Plan for deductions related to Section 8 Housing Choice Voucher holders or tenants for the Section 8 project-based voucher program. The mandatory deductions at 24 CFR 5.611 apply to all fixed HOME units where the gross income of the family is over 80% of the area median income. For Independence Plaza, there are no deductions.

The mandatory deductions are:

- \$480 for each dependent;
- \$400 for any elderly family or disabled family;
- The sum of the following, to the extent the sum exceeds three percent of annual income
- Unreimbursed medical expenses or any elderly family or disabled family; and
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

12.0 TENANT RENT

12.1 Rent Amount

Because funding sources are different for the following units, the rents are determined in the following manner:

HOME Units (various locations): These units have rents that cannot exceed the HUD-established HOME rents for these units. The Section 8 utility allowance applies.

Independence Plaza Affordable Units: Local Tax Increment – There are flat rents regulated by State law (Health and Safety Code, Section 50053) for the 92 units designated for very low-income applicants and 36 units designated for low-income applicants.

Market Rate Units: Annually, a market survey will be conducted and reasonable, comparable rents will be established.

Contract Rents for Project-Based Units or Units Occupied by Housing Choice Voucher holders. Rents are set by the Housing Authority's HUD-approved independent entity (currently the Oakland Housing Authority) following HUD guidelines for rent reasonableness, the Housing Authority payment standards and utility allowances.

Other Non-subsidized Units: Affordable flat rents, equivalent to the High HOME Rent levels, are set for these units. Gradual implementation is anticipated for existing tenants to minimize the effect of the change.

12.2 Paying Rent and Other Charges

Rent. Rent is payable in full on the first day of each month. Payments will be accepted from 8:30 a.m. to 4:00 p.m., Monday through Friday, except posted holidays. Payment may be made by mail or in person at the Housing Authority at 701 Atlantic Avenue, Alameda, CA 94501-2161. Payment may be made at other times by placing the payment in the mail slot.

Maintenance and Repair Charges. These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the ~~Maintenance Manager~~ Director of Facilities, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within ~~44-30~~ calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing. Refer to Section 20.0.

Method of Payment. Payment may be made by personal check, cashier's check or money order made payable to the Housing Authority or by credit or debit card, when the Housing Authority makes these options available. Cash will not be accepted.

Third-party checks from individuals will not be accepted except in exceptional circumstances and as approved by the Executive Director. Third-party checks from non-profits, social services, agencies and faith groups will be accepted on occasional, emergency basis.

Returned Check Fees. A returned check charge will be assessed according to the Rental Agreement for any check returned by the bank for any reason. Submission of a bad check will require that all payments from a Tenant be made by money order, cashier's check, or credit card for a period of three months. After that time, the Tenant will again be permitted to pay by personal check if he or she wishes.

Delinquency. Rent is due on the first day of the month and is considered late if not received by 4:00 p.m. on the fifth day of the month, or by 4:00 p.m. of the next business day, if the fifth day is a weekend or holiday.

The period from the first day to the fifth day is not a grace period; a Notice to pay or quit may be served any time after the first day, or after the first business day, if the first day falls on a weekend or holiday. Once this Notice has been issued, the Authority will accept only the full amount due without authorization from the Executive Director or designee.

Installment payments. Installment payments are permitted only when the Tenant has entered into a written payment agreement. Late charges do not apply when such a payment agreement is in place. Payment agreements are permitted in unusual circumstances. Refer to Section 19.

If an installment is not received according to the payment agreement terms, the total amount owed becomes due immediately. If the total amount owed is not paid, a Notice to pay or quit may be served.

If payment is not received before expiration of the Notice, an Unlawful Detainer (Eviction) will be filed.

13.0 RENTAL AGREEMENTS

Rental Agreements (i.e., Leases) for HOME units will be approved by the City of Alameda prior to use.

13.1 Execution of Rental Agreement

The Housing Authority will enter into 12-month Rental Agreements with Applicants for HOME units and PBV units, and for units with HCV participants. After the initial 12-month period, the rental agreement will be on a month-to-month basis. If it is a HOME unit, the change to a month-to-month basis will occur only by mutual agreement of the Housing Authority and tenant. Month-to-month Rental Agreements will be used for all other Applicants.

All adult members of the family are required to sign and, therefore, execute the Rental Agreement prior to move in. A copy will be provided to the Tenant. Other items also will be provided to new Tenants and will, at a minimum, include the Schedule of Charges for Maintenance Services. These documents become part of the Rental Agreement.

13.2 Security Deposit

In most cases, the Security Deposit will be equal to one month's rent and is due when the Rental Agreement is executed. If payment of the security deposit imposes a financial hardship, the Housing Authority may enter into a written agreement to allow for payment by installment.

No increase in security deposit will be required for Tenants in residence or in the event of a transfer at the Housing Authority's request. An exception is when a tenant moves from a non-Section 8 subsidized unit to a unit with a Section 8 subsidy. In such cases, the security deposit may be set at one month's rent or less depending on market conditions.

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

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

If a signer of the rental agreement is no longer a member of the household for any reason, the rental agreement will be cancelled and a new rental agreement executed by the head of household and by all remaining adult members of the household, provided the household is eligible for continued occupancy.

If a Tenant transfers to another dwelling unit, the existing rental agreement will be cancelled and a new rental agreement executed before the transfer takes place.

If the Tenant's status changes or any other change occurs that could affect the rental agreement, or if the Authority desires to waive any provisions of the rental agreement with respect to the Tenant, the rental agreement will be cancelled and a new rental agreement or an amendment to the existing rental agreement will be executed.

13.4 Reasonable Accommodations

The Housing Authority, as landlord, will honor verified requests for a reasonable accommodation. The following are examples of actions the Housing Authority will take:

- Providing a unit with an extra bedroom if one is available in that complex or another complex. If one is not available, the tenant's name will go on a waiting list for the next available unit of the appropriate configuration.
- Moving a resident to a fully-accessible unit, upon availability.
- Installing fire alarms that alert with lights rather than sound when the resident has a hearing disability.
- Installing a wheelchair ramp to a unit.
- Installing grab bars in bathrooms.

13.5 Terminating a Rental Agreement and Eviction

Termination of a Tenant's rental agreement will be in accordance with the provisions of the rental agreement and applicable state and federal law. Tenants may request an "Informal Grievance Hearing" (Appendix C) for eviction actions related to maintenance charges. The legal process also may include a civil court proceeding in which the Tenant has the opportunity to present a defense. If the eviction goes to court, the court will decide the rights of the Housing Authority and Tenant. If the tenant was a Section 8 participant, the Director of Housing Programs or designee will be notified of the eviction.

14.0 TENANT PARTICIPATION PLAN

The Housing Authority knows the value of involving residents in the day-to-day activities involving property management. As such, the Housing Authority will:

- Seek to build trusting relationships with tenants.
- Issue newsletters on a regular basis to inform and involve residents.
- Invite tenants to Town Hall/Budget meetings at least annually.
- Provide quality control inspections of property management and maintenance activities.
- Provide for the use of the Informal Hearing process when an eviction action is being taken for property damage.

15.0 RE-EXAMINATIONS

The Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine:

- 1) Rent the family will pay if in one of the Section 8 programs or HOME program,
- 2) Whether the family is housed in the correct unit size; and
- 3) Whether the family continues to be eligible for assistance, relative to some programs.

The Housing Authority, with written approval of the Executive Director, may choose to instigate annual re-verification of criminal background for all Housing Authority-owned units.

15.1 General

Section 8 Tenants. Refer to the Administrative Plan for additional information. The remainder of this section will refer only to non-Section 8 tenants.

HOME Unit Tenants. For those families residing in HOME units (e.g., all seven condominiums (various addresses), all nine units at Sherman Street, 11 of the units at China Clipper Plaza, and the four units at Lincoln House), annual re-examinations take place; however, third-party verifications are required only every sixth year. In the other years, the resident and all adult family members are required to complete a form declaring and certifying their income and family composition and to produce documents to verify the accuracy of this information.

Independence Plaza Tenants. Independence Plaza residents of affordable units will have a re-examination every two years. Hand-carried documentation is sufficient for this process.

Non-Subsidized Unit Tenants. Re-examinations are generally not required, but will be conducted if determined necessary by the Executive Director.

15.2 Scheduling Re-Examinations

The Housing Authority will schedule re-examination effective dates to coincide with the family's anniversary date, which is defined as the family's initial move in or admission date plus the number of months to the first re-examination (i.e., 12 months for the HOME program and 24 months for Independence Plaza

affordable units). The Housing Authority also may schedule a re-examination for administrative purposes.

If the family moves to a new unit, unless the move is in conjunction with a change in program, the Housing Authority will not perform a new re-examination.

Notification. Notifications will be sent by first-class mail and will inform the family of the information and documentation required, the deadline for providing it, the method in which it will be accepted (e.g., mail, fax, or in person) and the date and time for an interview, if applicable.

If the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record, as well as to any alternate address provided in the family's file.

Interview. Families may be asked to participate in a re-examination interview. An interview also will be scheduled if the family requests assistance in providing information or documentation.

If the family is unable to attend a scheduled interview, the family will have the opportunity to reschedule if there is good cause. (Refer to Section 5.7 for the definition of good cause.) If a family misses the scheduled interview without notifying the Housing Authority within 24 hours of the appointment, a notice of termination will be sent to the family's address of record, and to any alternate address provided in the family's file.

If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Housing Authority to request a reasonable accommodation.

An advocate, interpreter, or other assistant may assist the family in the interview process. If an interpreter is requested, the Housing Authority will supply one.

15.3 Conducting Re-examinations

Families will be asked to provide all required information as described in the re-examination notice, signed release/consent forms, and supporting documentation related to the family's income, expenses (if applicable), and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or by mail must be provided within 14 calendar days of the date the Housing Authority notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified at re-examination. These include:

- Legal identity
- Age
- A person's disability status, unless a temporary disability was claimed

If adding a new family member due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, or registered domestic partnership, other operation of law, or reasonable accommodation to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

15.4 Implementing Changes and Effective Dates

Family in a HOME Unit

Changes in rents may take place annually to keep up with the cost of maintaining the units and awareness of market conditions while staying within the HOME income limits, where applicable. If a family's income exceeds HOME income limits, the family is not required to move, but the rent will be increased to market rate in accordance with HOME guidelines. The Housing Authority will provide tenants with a 60-day notice of rent changes.

Independence Plaza Affordable

Changes in rents may take place annually to keep up with the cost of maintaining the units while maintaining affordability for very-low and low-income seniors. If a resident's income increases from the very-low limit to the low limit, rent will increase to that limit. The tenant may be required to move but also may have the option to stay in the smaller unit, but pay the higher rent. If the tenant's income increases beyond the low income limit, the tenant will be required to pay the market rate rent. The tenant's unit will be reclassified as a market rate unit and another market rate unit will be reclassified as a low-income affordable unit. The Housing Authority will provide tenants with a 60-day notice of rent changes.

Family in a Section 8 Project-based Unit

Changes in rents may take place only on the anniversary date of the HAP contract. Housing Management staff, as owner, will submit a request for a rent increase to the Director of Housing Assistance or designee 60 days in advance of the anniversary date. The request will be accompanied by the independent entity's (i.e., Oakland Housing Authority) rent determination. If approved, the Housing Authority, as owner, will give tenants 30 days' notice of the increase in rent.

Family with a Housing Choice Voucher

The Housing Assistance Division processes changes in income, assets, etc. As such, staff in this division also will enter any an increase or decrease in the family's share of rent that results from an annual re-examination and the date on which adjustment in rent will take effect. The Housing Assistance Division will notify the tenant of the change that will be implemented.

16.0 REPORTING AND IMPLEMENTING CHANGES

16.1 Overview

Changes in the number of family members must be reported promptly. Income changes do not need to be reported between re-examinations; however, the Housing Authority will follow up with residents under specific circumstances as outlined in Section 16.5.

For tenant participating the Section 8 Project-based program or with a Housing Choice Voucher see the Section 8 Administrative Plan for income change reporting requirements under those programs.

16.2 New Family Members and Obtaining Housing Authority Approval

All additions of persons to the household must be reported to the Housing Authority within 14 calendar days. Some additions require prior approval.

If the addition is the result of birth, adoption, or court-awarded custody, the family must notify the Housing Authority within 14 calendar days of the addition, but prior approval is not required. If the addition to the household does not meet the requirements for occupancy of a seniors' complex, the family will be given notice to move in compliance with the rental agreement.

If the addition of a family member, due to birth, adoption, or court-awarded custody, to the household results in overcrowding of a HOME unit where there is no other form of assistance (Section 8), the family will be placed on a transfer list for the next available HOME unit of the correct size within the Housing Authority portfolio of HOME properties. If the family does not wish to move, the Housing Authority may allow the family to stay in place. The Housing Authority will consider family composition, age of residents, and size of the bedrooms in making a determination for an exception.

All other additions to the family must be approved by the Housing Authority. This includes live-in aides (see next section), a foster child, and any person not on the rental agreement who no longer qualifies as a "guest" under the terms of this agreement. Requests must be made in writing and approved by the Housing Authority prior to the individual moving into the unit.

Additions of adults will only be allowed due to legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or approval as a reasonable accommodation for an approved family member.

If the individual meets the Housing Authority's eligibility criteria and the unit can accommodate the additional member(s) of the household without overcrowding, the Housing Authority will provide written approval to the family. If the individual does not meet the Housing Authority's eligibility criteria or overcrowding results, the Housing Authority will notify the family in writing of its decision to deny approval of the new household member and the reasons for the denial. The Housing Authority will make its determination within 14 calendar days of receiving all information that is required to verify the individual's eligibility.

If the addition would result in overcrowding of an Independence Plaza affordable unit, the Housing Authority will deny the request. If the addition is for a reasonable accommodation and would result in overcrowding of a one-bedroom market rate unit, the family will be added to the transfer list for a two-bedroom market rate unit within the Housing Authority's portfolio of properties with market rate units.

16.3 Live-In Aides

Live-in aide means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

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

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

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

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

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

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

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

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

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

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

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

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

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

16.4 Overcrowding. Overcrowding is defined as exceeding the Housing Authority's occupancy limits (see Section 4.1).

16.5 Reductions in Family Size

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

If a change in family size results in the family being overhoused in a HOME unit, the Housing Authority will require the family to move to an appropriately-sized HOME unit if one is available. If an appropriately-sized HOME unit is not available among the Housing Authority's portfolio of HOME units, the family will be added to the appropriate transfer list.

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

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

- ~~• The Head of Household and spouse/domestic partner/significant other are allocated 1 bedroom~~
- ~~• For verified reasons of health, an additional bedroom may be provided for a live-in aide, medical equipment which requires a separate room because of size or function, or a family member who must have a separate bedroom due to other serious medical condition.~~

16.6 Changes Affecting Income

The Housing Authority will conduct an interim re-examination when:

- The family has reported zero income. The Housing Authority may contact the resident as often as every month to determine if this situation has changed.
- Tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available.
- To correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

For implementation, refer to Section 15.4.

16.7 Processing Income Changes

If the Housing Authority determines that the family's income exceeds the HOME income limits based upon follow up information obtained, the family's rent will be adjusted to reflect market rents as required under HOME Program rules.

If the Housing Authority determines that the income of an Independence Plaza family in an affordable unit exceeds the income limit, the family will pay the market rate rent. If the family is in a very-low income unit, the family may be required to move to a market rate unit; otherwise, the unit will be reclassified as a market rate unit.

The Housing Authority will provide a legally required notice of any rent increase.

17.0 UNIT TRANSFERS AND INDEPENDENCE PLAZA UNIT CHANGES

17.1 Emergency Transfers

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

17.2 Immediate Administrative Transfers

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

17.3 Regular Administrative Transfers

Regular administrative transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically-advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best way of solving a serious problem.

17.4 Tenant Transfer Requests

A tenant may request a transfer. For instance, a tenant who lives in a complex where pets are allowed may wish to acquire a dog which would require transferring to a unit specifically designated for a pet dog. In such cases, the transfer to a designated pet unit must occur prior to acquisition of a pet.

In considering the request, the Housing Authority may request additional information which may include a meeting with the tenant. The Housing Authority will review the request and respond within 14 calendar days with its decision to grant or deny the transfer request. The Housing Authority will not allow transfers into units with assistance that result in the tenant bypassing an existing wait list.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the family may request a review of the decision by the determining staff member's supervisor.

17.5 Independence Plaza Unit Changes

Independence Plaza has several types of units:

- Very-low income one-bedroom (small)
- Very-low income one-bedroom accessible (large)
- All income levels two-bedroom
- Very-low income two-bedroom accessible
- Low-income or Market Rate one-bedroom (large)
- Low-income or Market Rate two-bedroom (large)

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

When an Independence Plaza tenant has a change in income that would qualify the tenant for a different category of unit, the resident's income level and the unit will be reclassified where possible. If the resident is in a market rate unit, and the resident's income has decreased, the resident must be on the affordable wait list before a transfer to a low or very-low income unit will be considered. If the wait list is not open, the resident can be considered for reclassification upon need by the Housing Authority, but will not be placed in a low or very-low income unit ahead of households on the wait list.

In most cases, market rate and low-income units are the same size and, therefore, interchangeable. As such, the market rate unit will be reclassified to match the tenant's new low-income level allowing the tenant to remain in place, if the tenant meets the above wait list requirement. If the tenant's income

decreases to the very-low income level, the tenant must move to a very-low unit before receiving the lower rent, if the tenant meets the above wait list requirement.

If a tenant's income increases from very-low income to low income or higher, the tenant may remain in place in which case the unit will be reclassified during the tenant's occupancy. At the tenant's request to relocate to a low-income or market rate unit, the tenant will be placed on the transfer list. In the case where the tenant's income makes the household ineligible for the very-low income unit, the tenant will begin to pay the higher rent upon receipt of the notice of rent increase (whether the tenant stays in place, is on the transfer list to relocate, or relocates).

If a very-low income family requests to transfer to a low-income or market rate unit, while remaining income eligible for the very-low income unit, the tenant will be placed on the transfer list, but the tenant will not pay the higher rent until the transfer.

If a low-income tenant requests a transfer to a very-low income unit, the tenant will be placed on a transfer list, but the tenant will pay the higher rent until the tenant transfers.

When there is a transfer, the security deposit for the unit being vacated is handled as it would be whenever a tenant moves out. The tenant will enter into a new rental agreement for the rent and security deposit for the unit into which the tenant transfers.

If a very-low income Independence Plaza tenant is in a low- or market rate unit, the tenant will be required to move if a very-low income unit is available. If such unit is not available, the tenant's name will be placed on a transfer list for a very-low income unit (Regular Transfer category).

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

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

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

17.6 Processing Transfers

The Housing Authority will verify the reason for a transfer, such as the need for a live-in aide or a unit with accessible features, unless the need is obvious.

Families awaiting Emergency transfers will be housed first, followed by families in the Immediate transfer category, the Regular transfer category, and then the Tenant-requested transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer ~~by date and time they were placed on the transfer list~~ 1) need for a reasonable accommodation, 2) over-housed families, 3) under-housed families, and then 4) seniority at the property.

Transfers within Independence Plaza are at the discretion of the Housing Authority and are not subject to preference or other selection criteria.

Upon offer and acceptance of a unit, the family will execute all necessary documents and pay any rent and security deposit.

If the transfer is being made at the request of the Housing Authority and the family rejects the offer, the Housing Authority may take action to terminate the family's tenancy. If the reason for the transfer is due to overcrowding or being over-housed, the family may request in writing to stay in the unit, unless the family is in a Section 8 project-based unit, in which case a move is required if the unit is too small or too big for the family. The Housing Authority will review any requests to remain in place and will consider all factors, which will include at least the following:

- Other families on the transfer list or waiting list that may need the unit.
- The family's composition and ages of members.
- The size of the bedrooms or if there is another room that could be used as a bedroom.

17.7 **Cost of the Family's Move**

The cost of the transfer, including overlapping rent, changes in security and other deposits, and moving expenses, will be borne by the family when the transfer is:

- Made at the request of the family or by others on behalf of the family (i.e., by the police);
- Needed to move the family to an appropriately-sized unit, either larger or smaller;
- Needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer, including overlapping rent and moving expenses, will be borne by the Housing Authority when:

- Necessitated because a family with disabilities needs the accessible unit into which the transferring family moved, and the family without disabilities signed a statement to this effect prior to accepting the accessible unit; or
- The transfer is needed in order to carry out rehabilitation activities; or
- Action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The Housing Authority will not allow the family's security deposit to transfer from

one unit to the other. Any tenant-caused damages which result in repair charges will be applied to the new unit as maintenance charges charged to the tenant's security deposit and any remainder will be billed to the tenant. Failure to repay the monies owed may result in collection activities or termination of tenancy or assistance due to an outstanding debt to the Housing Authority. Refer to Section 12.2 and ~~18~~19 for additional information.

17.8 Tenants in Good Standing

When the transfer is at the request of the family, it will not be approved unless the family is in good standing (i.e., the family is in compliance with its rental agreement and current in all payments to the Housing Authority) unless an exception is made by the Executive Director.

17.9 Refusing a Transfer

If a tenant refuses to accept an Emergency, Immediate, or Regular transfer, excluding a Tenant-requested transfer, when a suitable unit is available and does not provide clear evidence that acceptance of a given offer will result in undue hardship, the tenant's lease may be terminated.

If a tenant refuses to accept a Tenant-requested transfer when the requested type of unit is available, the tenant will be removed from the transfer list.

17.10 Right of the Housing Authority in Transfer Process

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

18.0 INSPECTIONS

18.1 Move-in Inspections

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant's file.

18.2 Annual Inspections

Annually, the Housing Authority will inspect or will contract to inspect all properties, except Independence Plaza to ensure that they meet the Housing Authority's standards. For units occupied by Housing Choice Voucher participants (HCV or PBV), Housing Quality Standards (HQS) apply. Independence Plaza will receive an annual Uniform Physical Conditions Standards inspection. The Housing Authority will use HQS standards for HOME and other miscellaneous units.

Work orders will be submitted and completed to correct any deficiencies.

18.3 Preventive Maintenance Inspections

Preventive maintenance inspections, intended to keep the unit in good repair, generally are conducted prior to the annual inspection. They check the condition of weatherization; plumbing pipes and fixtures; smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; and provide an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

18.4 Special Inspections

A special inspection may be scheduled to enable the Housing Authority or others to inspect a sample of the housing stock.

18.5 Housekeeping Inspections

The Housing Authority will schedule and conduct a housekeeping inspection, when deemed necessary, to ensure the family is maintaining the unit in a safe and sanitary condition.

18.6 Notice of Inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the tenant at least 24 hours written notice if hand-delivered or six days' notice if mailed, in accordance with the rental agreement.

18.7 Emergency Inspections and Access to the Unit

If any employee or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

Housing Authority personnel or agents of the Housing Authority may enter the premises or allow access to law enforcement personnel at any time, without advance notice, when there is reasonable cause to believe that either of the following exists:

- An emergency, which includes allowing entrance for law enforcement personnel or agencies that possess appropriate legal documents (i.e. search warrant, arrest warrant) for entry to a unit when such entry will mitigate or remove a threat regarding the health and safety of other residents or to avoid damage to the property.
- An extreme hazard involving the potential loss of life or severe property damage.

18.8 Move-out Inspections

The Housing Authority conducts a move-out inspection after the tenant vacates to assess the condition of the unit and to determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is

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encouraged to be present. A mirror image of the form used when the tenant moved in will be used to examine the premises. These forms can be compared to determine what, if any, damage to the premises has occurred since move in that is not the result of normal wear and tear. This inspection and the comparison analysis become the basis for any claims that may be assessed against the security deposit.

19.0 PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY

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

When a resident owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement. The Housing Authority has sole discretion of whether to enter into such an agreement.

To enter into a payment agreement to allow the family to pay its outstanding debt in monthly installments, the family must be in good standing with the Housing Authority and the debt amount must be \$3,000 or less. To be in good standing, a family must not have any other outstanding debts related to an existing payment agreement and must be in compliance with the rental agreement. If the amount owed is greater than \$3,000, a payment agreement may only be entered into with the Executive Director's approval.

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

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below (minimum monthly payment is \$25 per month) and pays at least 10 percent down initially within 14 calendar days of the payment agreement date. If the family is unable to make a 10 percent initial down payment, the Executive Director may approve a smaller initial down payment if the family can prove evidence of excessive hardship.

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

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

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

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

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

20.0 PAYMENT OF AMOUNTS OWED TENANTS

If the Housing Authority owes an amount to a tenant, that amount will be paid within 30 days unless other arrangements are made between the Housing Authority and the tenant. Overpayments of rent or other charges made by a tenant will be used by the Housing Authority to offset any other amounts owed to the Housing Authority by that tenant. If the tenant has a notation such as "November rent payment" on the check or money order, this notation will be crossed out, unless the notation says to apply the amount to late charges, before being applied to other charges, such as maintenance charges.

Overpayment amounts will be applied first to rent due and then to other outstanding charges, not including late charges.

21.0 TERMINATION OF RENTAL AGREEMENT

21.1 Termination By Tenant

The tenant may terminate the rental agreement at any time, following the initial term, upon submitting a 30-day written notice. If the tenant vacates prior to the end of the 30 days, he or she may be responsible for rent through the end of the notice period.

21.2 Termination by Housing Authority

The Housing Authority will terminate the rental agreement for serious or repeated violations of the terms of the rental agreement. Violations, that could result in termination, include but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (i.e., four late payment notices issued within 12 months);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent within 14 calendar days of the Housing Authority's request;
- D. Failure to allow inspection of the unit at reasonable times and after reasonable notice; the Housing Authority defines reasonable notice as 24 hours if hand-delivered or six days if mailed; reasonable time is defined as regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; tenancy will be terminated for tenants who miss two inspection appointments;

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- E. Failure to maintain the unit in a safe and sanitary manner or committing waste (e.g., using excessive amounts of water) in violation of the rental agreement;
- F. Failure to pay for utilities when specified in the lease as a tenant responsibility;
- G. Assignment or subletting of the premises;
- H. Use of the premises for purposes other than as a dwelling unit; the unit must be the family's only residence;
- I. Destruction or damages of property;
- J. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- K. Engaging in drug-related criminal activity. This includes drug-related criminal activity which may have occurred either on or off the premises, and includes activities of any family member or guest.

Any family member who engages in drug-related criminal activity according to a preponderance of the evidence, or who allows a live-in aide or guest to engage in such activities, will have his or her tenancy terminated. Evidence of such activity includes the following:

- a. Conviction of a misdemeanor or a felony involving drugs, including the manufacture of methamphetamines (e.g., felony possession of a controlled substance);
- b. A pattern of arrests for drug use or possession or sale; or
- c. A preponderance of evidence exists that a pattern of drug use or possession that interferes with the health and safety or disturbs the peaceful enjoyment of the premises of others.
- L. Engaging in violent criminal activity or using alcohol in a manner that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
- M. Engaging in activity that results in a family member being subject to a state lifetime registration requirement for sex offenders;
- N. Non-compliance with Non-Citizen Rule requirements;
- O. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the Housing Authority;
- P. Engaging in or threatening abusive or violent behavior toward Housing Authority personnel; this includes shouting, threatening gestures, direct or veiled threats against personnel, or following personnel; and
- Q. Failing to accept an Emergency, Immediate, or Regular transfer to an available unit;
- R. Other good cause.

21.3 VAWA Protections.

The Violence Against Women Act (VAWA) provides some protections of tenants assisted under federal programs such as Section 8 and HOME. The following protections apply to tenants in units with such assistance.

In keeping with provisions of the Violence Against Women Act (VAWA), incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

VAWA also gives the AHA the authority to terminate the rental agreement to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

VAWA does not limit the authority of the AHA to terminate the rental agreement of any participant if the AHA "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance."

When a tenant family is facing termination of rental agreement because of the actions of a household member, guest, or other person under the tenant's control and a tenant or immediate family member of the tenant's family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the AHA will require the individual to submit documentation affirming that claim.

The documentation must include:

- A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, or

- A police or court record documenting the actual or threatened abuse, or

- A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the AHA within 14 business days after the AHA issues its written request. The 14-day deadline may be extended at the AHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the AHA may proceed with assistance termination.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's

tenancy is not terminated, the AHA will proceed with the immediate termination of the family's lease.

Although VAWA provides protection for victims of domestic violence against lease termination, it does not provide protection for perpetrators. VAWA gives the AHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. If the AHA chooses to exercise this authority, however, it will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271] which includes the termination of rental agreement.

When the actions of a tenant or other family member result in a AHA decision to terminate the family's rental agreement and another family member claims that the actions involve criminal acts of physical violence against family members or others, the AHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the AHA will terminate the perpetrator's rental agreement. If the victim does not provide the certification and supporting documentation, as required, the AHA will proceed with termination of the family's tenancy.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the AHA will proceed with the immediate termination of the family's rental agreement.

In the case of maintenance charges, the AHA will investigate on a case-by-case basis, upon appeal by the tenant, the cause of the damages and will factor in considerations of VAWA when deciding charges to client for repairs or requested services (such as changing locks).

AHA Confidentiality Requirements

All information provided to the AHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

21.4 Abandonment

The Housing Authority will consider a unit to be abandoned when a resident has fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit. Being absent from the premises for fourteen or

more consecutive days, without notice to the landlord of an extended absence, shall be an indication by actions of an intention not to continue living in the unit.

The Housing Authority will follow State law regarding abandoned property in the unit.

21.5 Return of Security Deposit

After a family moves out, the Housing Authority will return the security deposit within 21 days, or give the family a written statement of why all or part of the security deposit is being kept. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days; or an electronic payment is made and the written statement is e-mailed to tenant upon mutual agreement.

Interest on security deposits of families who move out of complexes is set aside in a dedicated fund by the Housing Authority for tenant-related improvements.

21.6 Right to Hearing

Families whose tenancy is being terminated for maintenance charges may request in writing for an informal grievance hearing prior to the Housing Authority filing an eviction action (Appendix C).

GLOSSARY

Note: Refer to the Administrative Plan for terms that apply to the Section 8 Housing Choice Voucher (tenant-based) and project-based voucher (PBV) programs.

Abusive or violent behavior: verbal as well as physical abuse or violence toward Housing Authority staff or other residents. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. **Threatening** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial or termination of assistance.

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Annual Income: All amounts, monetary or not, that: a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and c) Are not specifically excluded from annual income. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A person or family that has applied for admission to a program or unit but is not yet a tenant.

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved to be signed by applicants and residents to obtain income information from employers or other income sources.

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family: includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; 2) or a group of persons residing together, and such group includes, but is not limited to: i) a family with or without children; ii) an elderly family; iii) a near-elderly family; iv) a disabled family; v) a displaced family; and vi) the remaining member of a tenant family.

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household Members: All members of the household including members of the family, foster children, foster adults, and live-in aides. All household members are listed on the lease, and no one other than household members is listed on the lease. Not all household members are parties to the lease.

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

Interim (examination): A re-examination of a family's income and household composition conducted between the regular re-examinations when a change in a household's circumstances warrants such a re-examination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Non-Citizen: A person who is neither a citizen nor national of the United States.

Person with Disabilities: A person who:

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

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

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

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

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

Residency Preference: A Housing Authority preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area"). Work means gainfully employed for at least 20 hours per week and receiving ongoing monetary compensation for such work at an amount equal to or greater than the minimum wage as established by the State of California. Temporary Agency work may be considered employment in the city of Alameda if:

- a. The person is on ongoing assignment in the city of Alameda, regardless of where the temporary agency is headquartered; or
- b. The temporary agency is located in the city of Alameda and the person received payroll from Alameda, even if the actual assignment was elsewhere.

With the exception of temporary agency work, the actual place where work is performed, and not the location of the employer's headquarters, shall serve as the basis for residency preference determination. Occasional, sporadic, undocumented or unpaid employments (volunteer work) are not considered gainful employment.

A homeless person or family may be considered a resident if the person/family resides in a facility located in the area which provides temporary or transitional shelter for homeless persons or if the family's last permanent address was in the area.

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying a Housing Authority-owned unit.

Tenant Rent: The amount payable monthly by the family as rent to the Housing Authority. Refer to the Administrative Plan for Section 8-assisted tenants.

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Threatening: Oral or written threats or physical gestures that communicate intent to abuse or commit violence. Also see "Abusive or violent behavior."

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(b))

Appendix A
AFFIRMATIVE FAIR HOUSING MARKETING PLAN

The Housing Authority will recruit tenants using a strategy designed to ensure equal access to units for all persons in any categories protected by federal, state, and local laws governing discrimination.

Project Description and Unit Mix/Accessibility

Name of Complex / Type	No. of Units	Income Limit	Accessibility Features
Anne B. Diament Plaza, 920 Park Street*			
0BR / 1Bath	51		Wheelchair lift in Community Room
1BR/1Bath	13		
2BR/1Bath	1	Manager's Unit	
Total ABD Units	65		
China Clipper Plaza, 460 Buena Vista Avenue*			
0BR /1Bath	3	3 HOME	1 unit accessible
1BR/1Bath	14	8 HOME	
2BR/1Bath	8		
3BR/1Bath	1		
Total CC Units	26		
Eagle Village, 700 blocks of Eagle and Buena Vista Avenues			
1BR/1Bath	6	20% of	3 units accessible
2BR/1Bath	21	Units must	
3BR/2Bath	15	remain available	
Total EV Units	42	to Low income	
Esperanza, corner of Third and Brush Streets*			
1BR/1Bath	12		6 units accessible
2BR/1Bath	1	Manager's Unit	
2BR/1Bath	29	80% of units	
3BR/1.5Bath	48	must remain	
4BR/2Bath	24	available to	
5BR/2Bath	6	Low-income	1 unit accessible
Total ESP Units	120		
Independence Plaza, 703, 705, 707, 709, 711 Atlantic Avenue			
1BR/1Bath	89	Very Low	7 units accessible
1BR/1Bath	26	Low	
1BR/1Bath	43	Market Rate	
2BR/1Bath	4	Very Low	2 unit accessible
2BR/1Bath	9	Low	
2BR/1Bath	15	Market Rate	
2BR/1Bath	1	Manager's Unit	
Total IP Units	186		
Lincoln House, 745 Lincoln Avenue			
1BR/1Bath	1	All Units	1 unit accessible
2BR/1Bath	3	Very Low	
Total LH units	4	HOME	
Lincoln/Willow, 2101 & 2103 Lincoln Avenue, 1602 Willow Street*			
1BR/1Bath	5		1 unit accessible
Total LW units	5		

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Parrot Gardens, 1800 blocks of St. Charles and Bay Streets			
2BR/1Bath	6		
3BR/1Bath	2		
Total PG Units	8		
Parrot Village, 1800 blocks of Wood, Chapin, and St. Charles Streets*			
2BR/1Bath	10	20% of Units must	5 units accessible
3BR/2Bath	20	remain available	
4BR/2Bath	20	to Low-income	
Total PV Units	50		
Rosefield Village, 700 blocks of Eagle and Buena Vista Avenues			
1BR/1Bath	29		3 unit accessible
2BR/1Bath	16		
4BR/3Bath	1		1 unit accessible
Total RV Units	46		
Senior Condos, 2000 block of Otis Dr (2 units), 1800 block of Shoreline Drive (1 unit), and 900 block of Shorepoint Court			
1BR/1Bath	7	6 Very Low	
Total CO Units	7	1 HOME Low	
Sherman Street Complex, 1416 Sherman Street			
2BR/1Bath	9	7 Very Low and	
Total SHS Units	9	2 HOME Low	
Stanford House, 1917 Stanford Street*			
1BR/1Bath	1		
2BR/1Bath	2		
3B/1Bath	1		
Total SH Units	4		
* Some units in these locations have project-based voucher (PBV) assistance attached in which case Section 8 income limits apply.			

Qualifying for Residency

The Section 8 Administrative Plan and the Property Management Policy will guide staff on the qualifications for occupancy of Housing Authority units. All applicants will be screened and processed by the Housing Authority's eligibility staff.

Public Noticing and Outreach

All noticing and advertising will include prominent use of the Equal Housing Opportunity logo and the ADA logo. All public notices will state where and when to apply, the type of assistance available, and any limitations on who may apply, including the restrictions on *noncitizens* with ineligible immigration status.

When the Housing Authority determines there is a need for additional families on any affordable waiting list, or if a shortage of applicants for a particular size or type of unit (e.g., four-bedroom unit or handicapped-accessible unit) or special program occurs, the Housing Authority will:

1. Open the waiting list and advertise this opening by:

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- Publishing a notice in local Alameda newspapers (e.g., *Alameda Journal* and *Alameda Sun*);
 - Posting a notice in the Housing Authority office; and
- Posting a notice on the Housing Authority's website.

Refer to the Administrative Plan for guidance on actions to be taken when the Housing Authority opens any Section 8 waiting list.

2. All announcements regarding the availability/acceptance of applications will be mailed and/or e-mailed to a Marketing List of social services providers/community-based organizations. The Housing Authority will concentrate on contacting service providers/community-based organizations in the City of Alameda, but will also do outreach throughout Alameda County primarily through community-based organizations. In particular, where the Housing Authority has been unable to identify a city-wide community based organization for an identified population, the Housing Authority will contact the closest Alameda County organization (e.g., Center for Independent Living Centers for special outreach to persons with disabilities in Oakland and Berkeley and Native American Health Services in Oakland for special outreach to American Indians). The written material will clearly state the method for obtaining and submitting an application. The Housing Authority has developed and will maintain this Marketing List. The current version of the Marketing List is attached as Exhibit A to this Appendix.

Rent Up Procedures / Waiting List / Unit Selection

Refer to the Property Management Policy or Section 8 Administrative Plan.

All Housing Authority staff are informed about the importance of furthering fair housing and providing an equal opportunity to all eligible families without regard to any category protected by federal, state, or local laws governing discrimination. Fair Housing Posters are posted throughout the Housing Authority office, including the lobby and interview rooms.

APPENDIX A
Exhibit A
MARKETING LIST
SOCIAL SERVICE AGENCIES / COMMUNITY-BASED ORGANIZATIONS

- Alameda Chapter of the American Red Cross
- Alameda County Emergency Services Network
- Alameda County Health Care for the Homeless
- Alameda Food Bank
- Alameda Free Library (all)
- Alameda Homeless Network
- Alameda One Stop Career Center
- Alameda Point Collaborative
- Alameda Recreation and Parks (and Mastick Senior Center)
- Alameda Services Agencies Cooperative (ASAC)
- Alameda Social Service Human Relations Board
- Alameda Unified School District (and each individual school, and PTAs)
- American Indian Child Resource Center
- American Indian Resources Institute
- BANANAS (child care facility)
- Bay Area Community Services
- Building Futures With Women and Children
- Centers for Independent Living
- Child and Family Services
- Disabled American Veterans
- East Bay Agency for Children
- East Bay Habitat for Humanity
- East Bay Housing Organizations
- East Bay Native American Health Center
- East Bay Vietnamese Association
- ECHO Fair Housing
- Family Services Agency
- Homean Outreach Agency
- Korean Community Center of the East Bay
- Midway Shelter
- North Cities Jobs/Housing
- Oakland Chinese Community Council
- Project SHARE
- Renewed HOPE
- Senior Citizens Council
- Smart Healthy Babies Work Group
- Spanish Speaking Unity Council
- United Indian Nations Inc.
- Woodstock Child Development Center
- Society of St. Vincent de Paul

**APPENDIX B
INCOME LIMITS**

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

HOME PROGRAM

Income Limits Categories

Income for Very Low and Low by household size (number of family members):

	1	2	3	4	5	6	7	8
Low	\$45,100	\$51,550	\$58,000	\$64,400	\$69,600	\$74,750	\$79,900	\$85,050
Very Low	\$31,250	\$35,700	\$40,150	\$44,600	\$48,200	\$51,750	\$55,350	\$58,900

HOME PROGRAM INCOME LIMITS (updated June 5, 2014)								
Effective: 1/22/2014		Median/Moderate (State) Income Limits: 02/2014						
Based on Median Income of \$88,500								
Household Size	1	2	3	4	5	6	7	8
Very Low	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	\$60,750
Low	\$47,350	\$54,100	\$60,850	\$67,600	\$73,050	\$78,450	\$83,850	\$89,250

APPENDIX C

INFORMAL GRIEVANCE HEARING PROCESS

PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy may result in the tenant's eviction due to unpaid maintenance or repair charges.

APPLICABILITY

This process applies to all individual grievances between the tenant and the Housing Authority where an eviction is proposed for maintenance or repair charges. It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

PROCESS

Request for Grievance Process: The tenant must submit a written request to the Director of Operations within 14 calendar days after receipt of an eviction notice. The tenant should include the reason(s) for the grievance, and the action or relief sought.

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

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

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

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

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

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

The Authority will not commence an eviction action in a State or local court until it has served a notice to vacate on the tenant. In no event shall the notice to vacate be issued prior to a decision being made through this process.

APPENDIX D: ELIGIBILITY REQUIREMENTS BY COMPLEX

All applicants for Property Management units must meet eligibility requirements outlined in the Property Management Policy.

COMPLEX	UNIT TYPE	ADDITIONAL ELIGIBILITY REQUIREMENTS
Anne B. Diament Plaza	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Anne B. Diament Plaza	Affordable	Seniors
China Clipper	Project-Based	24 CFR 982.201; Administrative Plan
China Clipper	HOME	HOME Income Limits
China Clipper	Other	
Condos	HOME	Seniors; HOME Income Limits
Esperanza	Project-Based	24 CFR 982.201; Administrative Plan
Esperanza	Other	
Independence Plaza	Affordable	Seniors
Independence Plaza	Market Rate	Seniors
Lincoln House	HOME	HOME Income Limits
Lincoln/Willow	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Lincoln/Willow	Project-Based	24 CFR 982.201; Administrative Plan
Parrot Village	Project-Based	24 CFR 982.201; Administrative Plan
Parrot Village	Other	
Stanford House	Project-Based	24 CFR 982.201; Administrative Plan
Sherman House	HOME	HOME Income Limits
Sherman House	Affordable	

As allowed by program regulations, units at Anne B. Diament, China Clipper, Eagle Village, Esperanza, Lincoln/Willow, Parrot Gardens, Parrot Village, Rosefield Village, and Sherman House will be available first to Housing Choice Voucher holders.

Seniors: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. Family members must be at least 55 years of age at all complexes but Independence Plaza. At Independence Plaza family members must be at least 45 years of age.

Policy for the Management of Housing Authority-Owned Properties
Amendment: 2015-01

Purpose: This amendment to the Policy for the Management of Housing Authority-Owned Properties revise the Occupancy Limits for HOME units and the definition of over-housed, clarify use of the interest list, allow for Emergency Transfers into units with wait lists, revise age limits on Independence Plaza in compliance with Senior Housing requirements, allow for 3rd party criminal history checks other than the Alameda Police Department and a scoring system to determine eligibility, revises and clarifies criminal history requirements, update job titles, allow 30 days for a review of maintenance charges, allowing for annual criminal history checks, revision of additions to households to reflect wording in Administrative Plan, specify priority order in unit transfers, revision of policy on security deposits during unit transfers and allowing referral to a credit collection agency for non-payment of unit damages, allowing for transfer at approval of Executive Director when monies are owed, and update HOME income limits.

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

1. *Revise section 4.1 Occupancy Limits*

A Live-in Aide in most cases will be allocated one bedroom where available?. The family of a Live-in Aide also may occupy the unit if overcrowding does not result, but the Live-in Aide and family will only be allocated one bedroom.

The subsidy standards for HOME units will be a unit with the fewest number of bedrooms that meets the following occupancy standard:

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

- ~~The Head of Household and spouse/domestic partner/significant other are allocated 1 bedroom~~
- ~~For verified reasons of health, an additional bedroom may be provided for a live-in aide, medical equipment which requires a separate room because of size or function, or a family member who must have a separate bedroom due to other serious medical condition.~~

2. *Revise section 4.2 Filling Vacant Units*

If the unit does not have a waiting list associated with it (see section 5.2 for a list of waiting lists maintained for the Property Management units), applications will be accepted for the unit until filled. If after filling the unit, there are still approved applications, the Property Manager will create an interest list for other vacancies within the next 120 days. After 120 days, applications will not be considered current and will become inactive. This does not require further notification to the applicant and is not an action open to appeal. If another unit without a waiting list becomes vacant within the 120 days, the unit may be offered to the person on the interest list with the earliest application received date.

For purposes of fulfilling Reasonable Accommodation requests and emergency transfers (such as for issues covered under VAWA), the Executive Director or designee can approve a transfer into a vacant unit operated under a different wait list. This does not apply to units operated under a Project-Based Voucher contract except as allowed under the program rules for the Project-Based Voucher program.

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3. *Revise section 8.1 Eligibility Criteria*

Independence Plaza: The head of household must be 62 years of age or older. All other family members must be a person who resides with the head of household and is at least 45~~5~~ years of age or a spouse/domestic partner. The age requirement does not apply to a live-in aide.

4. *Revise section 8.1 Eligibility Criteria, criteria Suitability*

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

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

5. *Revise section 9.0 Grounds for Denial of Tenancy*

- **Criminal History:**

Type of Criminal Activity	Years Screening for Convictions	Years Screening for Charges
Engaging in drug-related criminal activity currently in past or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.	7	1
Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]	7	1
Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity	7	1
Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).	7	1
Crimes Against Persons (for example: assault, kidnapping, etc.)	7	1
Crimes against Property (arson, burglary, theft of car, fraud, robbery, vandalism, etc.)	7	1
Monetary Crimes against Property (bad checks, embezzlement, blackmail, larceny, etc.)	5	1
Crimes Against Society (drugs, weapons, etc.)	7	1
Crimes Against Society (impair or perverts the law, disorderly conduct, driving under the influence, drunkenness-related, pornography, etc.)	5	1

- ~~Engaging in drug-related criminal activity currently or within the past three years or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.~~
- ~~Engaged in criminal activity within the past five years, including:~~
- ~~Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].~~
- ~~Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or~~
- ~~Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).~~

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

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

6. *Revise section 12.2 Paying Rent and Other Charges*

Maintenance and Repair Charges. These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the ~~Maintenance Manager~~ Director of Facilities, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within 14-30 calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing. Refer to Section 20.0.

7. *Revise section 15.0 Re-examinations*

15.0 RE-EXAMINATIONS

The Housing Authority will conduct a re-examination of family income and circumstances. The results of the re-examination determine:

- 1) Rent the family will pay if in one of the Section 8 programs or HOME program,

- 2) Whether the family is housed in the correct unit size; and
- 3) Whether the family continues to be eligible for assistance, relative to some programs.

The Housing Authority, with written approval of the Executive Director, may choose to instigate annual re-verification of criminal background for all Housing Authority-owned units.

8. *Revise section 15.3 Conducting Re-examinations*

15.3 Conducting Re-examinations

Families will be asked to provide all required information as described in the re-examination notice, signed release/consent forms, and supporting documentation related to the family's income, expenses (if applicable), and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or by mail must be provided within 14 calendar days of the date the Housing Authority notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified at re-examination. These include:

- Legal identity
- Age
- A person's disability status, unless a temporary disability was claimed

If adding a new family member due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, or registered domestic partnership, other operation of law, or reasonable accommodation to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

9. *Revise section 16.2 New Family Members and Obtaining Housing Authority Approval*

Additions of adults will only be allowed due to legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or approval as a reasonable accommodation for an approved family member.

10. Revise section 16.5 *Reductions in Family Size*

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

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

- ~~The Head of Household and spouse/domestic partner/significant other are allocated 1 bedroom~~
- ~~For verified reasons of health, an additional bedroom may be provided for: a live-in aide, medical equipment which requires a separate room because of size or function, or a family member who must have a separate bedroom due to other serious medical condition.~~

11. Revise section 17.6 *Processing Transfers*

17.6 Processing Transfers

The Housing Authority will verify the reason for a transfer, such as the need for a live-in aide or a unit with accessible features, unless the need is obvious. Families awaiting Emergency transfers will be housed first, followed by families in the Immediate transfer category, the Regular transfer category, and then the Tenant-requested transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer by date and time they were placed on the transfer list 1) need for a 3) under-housed families, and then 4) seniority at the property.

12. Revise section 17.7 *Cost of Family's Move*

The Housing Authority will not allow the family's security deposit to transfer from one unit to the other. Any tenant-caused damages which result in repair charges will be applied to the new unit as maintenance charges charged to the tenant's the tenant. Failure to repay the monies owed may result in collection activities or termination of tenancy or assistance due to an outstanding debt to the Housing Authority. Refer to Section 12.2 and ~~4819~~ for additional information.

13. Revise section 17.8 *Tenants in Good Standing*

17.8 Tenants in Good Standing

When the transfer is at the request of the family, it will not be approved unless the family is in good standing (i.e., the family is in compliance with its rental agreement and current in all payments to the Housing Authority) unless an exception is made by the Executive Director.

14. Revise Appendix B Income Limits

HOME PROGRAM

Income Limits Categories

Income for Very Low and Low by household size (number of family members):

	1	2	3	4	5	6	7	8
Low	\$46,100	\$51,550	\$58,000	\$64,400	\$69,600	\$74,750	\$79,900	\$85,050
Very Low	\$31,250	\$35,700	\$40,150	\$44,600	\$48,200	\$51,750	\$55,350	\$58,900

HOME PROGRAM INCOME LIMITS (updated June 5, 2014)									
Effective: 1/22/2014	Median/Moderate (State) Income Limits:							02/2014	
Based on Median Income of \$88,500									
Household Size	1	2	3	4	5	6	7	8	
Very Low	\$32,200	\$36,800	\$41,400	\$46,000	\$49,700	\$53,400	\$57,050	\$60,750	
Low	\$47,350	\$54,100	\$60,850	\$67,600	\$73,050	\$78,450	\$83,850	\$89,250	

APPENDIX C

15. Revise *Appendix D: Eligibility Requirements by Complex*

Seniors: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. Family members must be at least 55 years of age ~~at all complexes but Independence Plaza. At Independence Plaza family members must be at least 45 years of age.~~



Housing Authority of the City of Alameda

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

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Quarterly Police Report

BACKGROUND

The Housing Authority budget for this fiscal year provides for community policing services. This report on those services covers the third quarter of the current fiscal year (FY2015) from January 1 to March 31, 2015. The Police Department uses the calendar year; therefore, the data provided by the Police Officers refer to the 1st Quarter 2015.

DISCUSSION

Attached as Exhibit A are the quarterly statistics provided by the officers compiled into chart form showing the number of reports written and arrests made during this quarter of the fiscal year. These reports indicate that the number of reports written on Housing Authority properties made up 2.0 percent of the total number of reports written city wide and 0.7 percent of the arrests. The population of Housing Authority properties in relation to the city as a whole is 1.7 percent; therefore, the level of police report activity is more than would be expected for a population of this size, but the number of arrests is significantly less.

The Senior Property Manager meets frequently with the two assigned officers to determine if households are in non-compliance with their lease, and if so, enforces the lease. Almost a third of the police reports during this period fall into the "miscellaneous" category.

Exhibit B provides a visual indication of the comparison of this activity and also is used to identify potential trends. For ease of comparison, the number of reports written on Housing Authority properties has been multiplied by 50 so that they can be compared with the much larger numbers for the city as a whole. This chart demonstrates that activity on Housing Authority properties tends to be less predictable than the city.



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

RECOMMENDATION

This report is provided for information only.

Respectfully submitted,



Vanessa M. Cooper
Executive Director

VMC:ts

Exhibits:

- A. Police Reports and Arrests Charts for 1st Quarter of 2015
- B. Police Activity Comparison over a Two-year Period

cc: Officer Alicea Ledbetter
Officer Joshua Ramirez

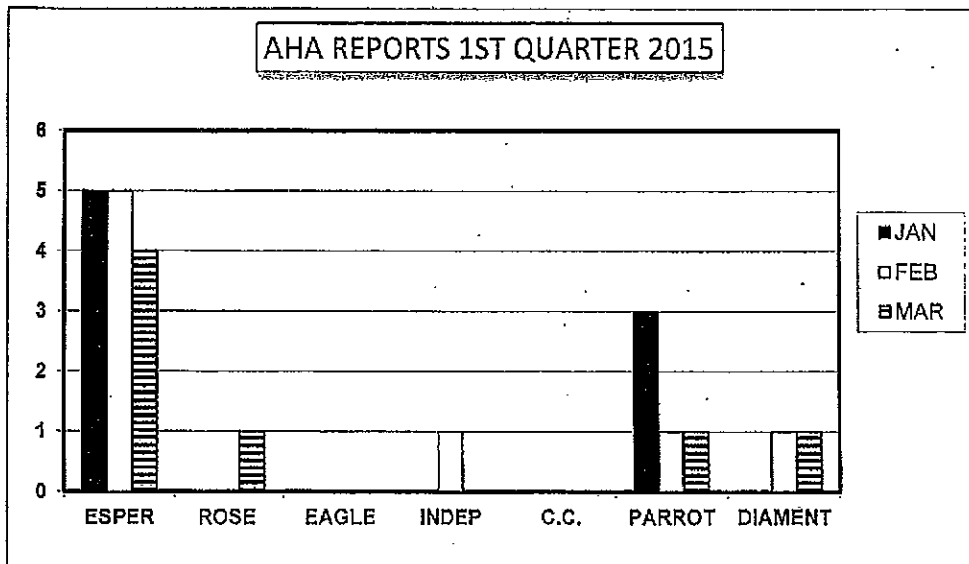
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1ST QUARTER 2015

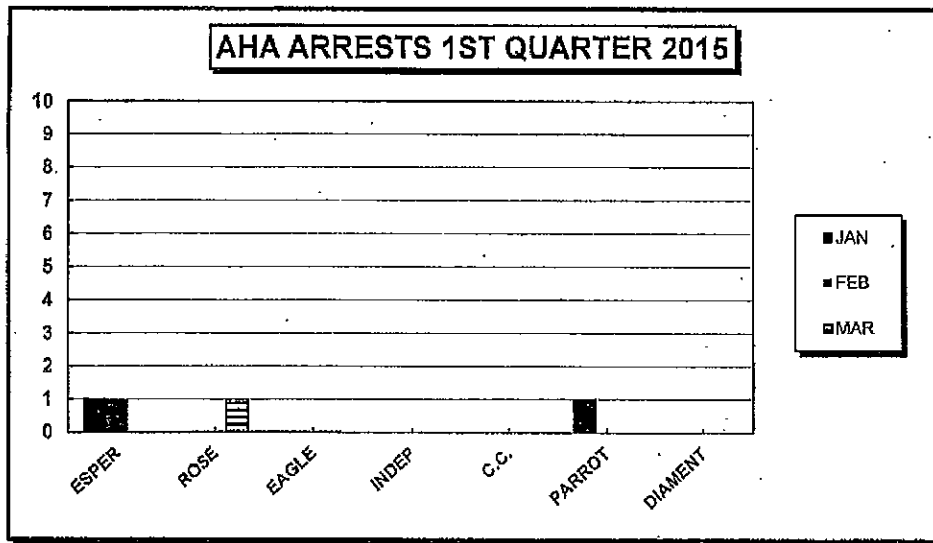
CRIME REPORTS

RD	114	144	145	146	124	212	325	AHA	CITY
	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL	TOTAL
MURDER	0	0	0	0	0	0	0	0	0
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
RAPE	0	0	0	0	0	0	0	0	3
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ROBBERY	0	0	0	0	0	0	0	0	9
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ASSAULT	3	0	0	0	0	3	0	6	91
% CITY	3.3%	0.0%	0.0%	0.0%	0.0%	3.3%	0.0%	6.6%	
BURG	0	0	0	0	0	0	0	0	57
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
THEFT	0	0	0	0	0	0	0	0	317
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VEH THFT	0	0	0	0	0	0	0	0	84
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
NARC	0	0	0	0	0	0	0	0	56
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
INTOX	0	0	0	0	0	0	1	1	85
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.2%	1.2%	
VANDAL	0	0	0	0	0	0	0	0	61
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
OTHER	11	1	0	1	0	2	1	16	359
% CITY	3.1%	0.3%	0.0%	0.3%	0.0%	0.6%	0.3%	4.5%	
TOTAL	14	1	0	1	0	5	2	23	1122
% CITY	1.2%	0.1%	0.0%	0.1%	0.0%	0.4%	0.2%	2.0%	



	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL
JAN	5	0	0	0	0	3	0	8
FEB	5	0	0	1	0	1	1	8
MAR	4	1	0	0	0	1	1	7
TOTAL	14	1	0	1	0	5	2	23

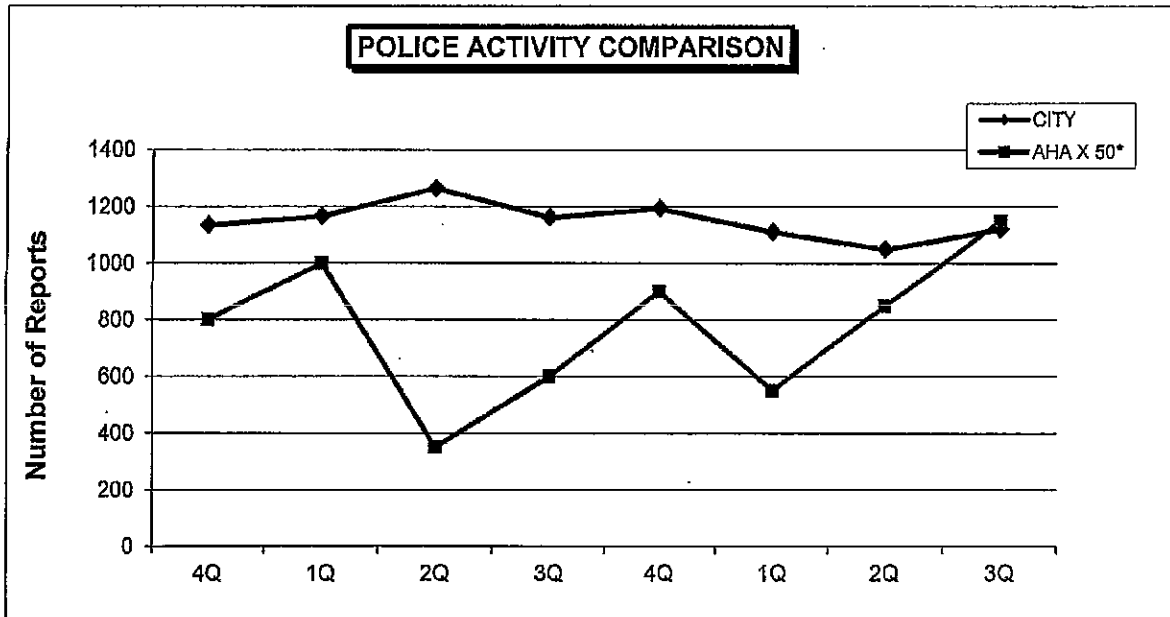
RD	114	144	145	146	124	212	349	AHA	CITY
	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROTT	DIAMENT	TOTAL	TOTAL
MURDER	0	0	0	0	0	0	0	0	0
% CITY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	
RAPE	0	0	0	0	0	0	0	0	0
% CITY	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	
ROBBERY	0	0	0	0	0	0	0	0	3
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
ASSAULT	1	0	0	0	0	1	0	2	64
% CITY	1.6%	0.0%	0.0%	0.0%	0.0%	1.6%	0.0%	3.1%	
BURG	0	0	0	0	0	0	0	0	15
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
THEFT	0	0	0	0	0	0	0	0	20
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VEH THFT	0	0	0	0	0	0	0	0	4
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
NARC	0	0	0	0	0	0	0	0	61
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
INTOX	0	0	0	0	0	0	0	0	73
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
VANDAL	0	0	0	0	0	0	0	0	5
% CITY	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
OTHER	1	1	0	0	0	0	0	2	340
% CITY	0.3%	0.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.6%	
TOTAL	2	1	0	0	0	1	0	4	585
% CITY	0.3%	0.2%	0.0%	0.0%	0.0%	0.2%	0.0%	0.7%	



	ESPER	ROSE	EAGLE	INDEP	C.C.	PARROT	DIAMENT	TOTAL
JAN	1	0	0	0	0	1	0	2
FEB	1	0	0	0	0	0	0	1
MAR	0	1	0	0	0	0	0	1
TOTAL	2	1	0	0	0	1	0	4

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

	4Q FY13	1Q FY14	2Q FY14	3Q FY14	4Q FY14	1Q FY15	2Q FY15	3Q FY15
CITY	1135	1167	1264	1163	1194	1112	1050	1122
AHA X 50*	800	1000	350	600	900	550	850	1150
AHA	16	20	7	12	18	11	17	23



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

ts (u:/Managed Housing/Statistical Reports/Police Reports/Quarterly Trend Chart)
 6/4/2015



Housing Authority of the City of Alameda

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

To: Honorable Chair and
Members of the Board of Commission

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Write-off of Uncollectible Tenant Accounts Receivable

BACKGROUND

Periodically, the Housing Authority writes-off uncollectible rent and miscellaneous charges from its books. The term write-off indicates a procedure where past due amounts from tenants, who are no longer occupying dwelling units in an Authority complex, are removed from its books after the usual means of collection have been exhausted. For budget purposes, this write-off appears as an expense. This procedure does not preclude the Housing Authority from continuing to pursue collection through a collection agency. Future collection of amounts previously written-off will reduce future expenses.

DISCUSSION

This request is to write-off accounts receivable for tenants who have vacated and have outstanding balances due to the Authority. The total is \$31,352.15, this amount is a combination of rents due of \$1,709.22 and miscellaneous charges of \$29,642.93. Uncollected Tenant Accounts Receivable is a budgeted expense item.

BUDGET CONSIDERATION/FINANCIAL IMPACT

This tenant account write-off will result in an expense to the Housing Authority of \$31,352.15 in the fiscal year ending June 30, 2015.

RECOMMENDATION

Staff recommends approval to write-off the attached tenant accounts receivable totaling \$31,352.15.

Respectfully submitted,

Vanessa Cooper
Executive Director

VMC:AJO

Attachment: 1. Annual write-offs worksheet for FYE 2015

95

**ANNUAL WRITE-OFFS
F.Y.E. 6/30/15**

<u>UNIT NUMBER</u>	<u>TYPE OF ACTION</u>	<u>VACATE DATE</u>	<u>RENT OWED</u>	<u>MISC. CHARGE</u>	<u>TOTAL OWED</u>
<u>ESPERANZA:</u>					
<u>2100</u> <u>6</u>	VACATED	9/27/2013	\$ -	\$ 2,350.83	\$ 2,350.83
<u>2100</u> <u>11</u>	EVICTED	5/1/2014	\$ 1,175.16	\$ 2,444.00	\$ 3,619.16
<u>2100</u> <u>22</u>	EVICTED	3/27/2014	\$ 532.06	\$ 5,287.22	\$ 5,819.28
<u>2100</u> <u>80</u>	VACATED	12/10/2013	\$ -	\$ 3,608.67	\$ 3,608.67
<u>2100</u> <u>83</u>	EVICTED	5/31/2014	\$ -	\$ 4,245.90	\$ 4,245.90
<u>2100</u> <u>119</u>	EVICTED	9/25/2014	\$ -	\$ 1,122.31	\$ 1,122.31
			\$ 1,707.22	\$ 19,058.93	\$ 20,766.15
<u>PARROT VILLAGE:</u>					
<u>3100</u> <u>27</u>	VACATED	12/19/2013	\$ -	\$ 5,613.10	\$ 5,613.10
			\$ -	\$ 5,613.10	\$ 5,613.10
<u>EAGLE VILLAGE:</u>					
<u>6100</u> <u>36</u>	VACATED	1/31/2014	\$ -	\$ 77.00	\$ 77.00
			\$ -	\$ 77.00	\$ 77.00
<u>HA OWNED:</u>					

96

**ANNUAL WRITE-OFFS
F.Y.E. 6/30/15**

<u>6070</u>	<u>401</u>	DECEASED	9/12/2014	\$ -	\$ 3,603.90	\$ 3,603.90
				\$ -	\$ 3,603.90	\$ 3,603.90
<u>INDEPENDENCE PLAZA:</u>						
<u>8100</u>	<u>313</u>	VACATED	11/18/2013	\$ -	\$ 79.00	\$ 79.00
<u>8100</u>	<u>455</u>	VACATED	9/30/2013	\$ 2.00	\$ 1,211.00	\$ 1,213.00
				\$ 2.00	\$ 1,290.00	\$ 1,292.00
GRAND TOTAL				\$ 1,709.22	\$ 29,642.93	\$ 31,352.15



Housing Authority of the City of Alameda

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

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Adopt the Resolution to Amend the Revised Housing Authority's Personnel
Policies

BACKGROUND

The Housing Authority became an autonomous agency in 2012 and adopted new personnel policies that replaced the City's Employee Handbook and the ACEA and MCEA Memorandums of Understanding. In drafting the 2012 Personnel Policies staff sought guidance from a variety of sources and perspectives. Sample personnel policies from the Housing Authority Risk Retention Pool (HARRP) provided a good starting place. Attorneys skilled in human resources and covered California and federal laws prepared these policies. Various changes have triggered legal or policy changes since then and have been approved by the Board.

DISCUSSION

Section VI.H. Paid Sick Leave

This month an amendment is proposed for revisions to this section to reflect changes to the sick leave policy needed for compliance with the Healthy Workplace/Healthy Families Act of 2014 (AB 1522). This new law provides an entitlement to paid sick leave for any employee who works in California for 30 or more days within a year and covers part-time and temporary employees in addition to full-time, regular employees. Employees must earn at least one hour of paid leave for every 30 hours worked beginning on the first day of employment or July 1, 2015, whichever is later.

Our policy currently provides for more sick leave than required for full- and part-time employees. The revisions, however, provide for three days of sick leave annually for temporary employees, and clarify usage, carry over, and payment at termination and reinstatement policies.

With the Board of Commissioners adoption of the resolution to approve the revised personnel policies; the policies will go into effect on July 1, 2015.



RECOMMENDATION

Adopt the Resolution to amend the Housing Authority's revised Personnel Policy effective July 1, 2015.

Respectfully submitted,

Vanessa Cooper.

Vanessa M. Cooper
Executive Director

VMC/JB

Exhibit:

Draft Personnel Policy with Track Changing



HOUSING AUTHORITY
OF THE
CITY OF ALAMEDA

PERSONNEL POLICY

Amended
~~December 17, 2014~~ JANUARY 21 ~~JUNE 17, 2015~~
Effective ~~January~~ July 1, 2015

H. Paid Sick Leave

1. Accrual. Paid sick leave shall be accrued by full-time and probationary full-time employees at the rate of 7.5 hours (8 hours for maintenance workers) per month worked. Part-time employees will accrue sick leave on a pro-rata basis, based on actual hours worked. Accrual of paid sick leave will continue to employees who are on a paid leave status. Eligible new regular employees may use accrued sick time during their probationary period, beginning on their hire date, and may use paid sick time as soon as it accrues.

When a Housing Authority-paid holiday occurs while an employee is absent from work on authorized paid sick leave, the holiday will not be deducted from the employee's accumulated paid sick leave.

Temporary employees, whether full-time or part-time, shall be provided with three days (24 hours) of sick time at the time of hire, and on January 1 of each year. Temporary employees may not use sick time until their ninetieth (90th) day of employment.

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Regular employees' accrued, unused sick time may be carried over from one year to the next, and, unlike vacation time, there is no limitation on the amount of sick time a regular employee may accrue. Sick time balances for temporary employees may not be carried over to the next year.

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2. Use. Paid sick leave will be allowed only in case of necessity and actual illness or injury, and for medical and dental appointments of an employee, or for an employee who is a victim of domestic violence, sexual assault or stalking to obtain relief, including medical attention and psychological counseling. Paid sick leave is a benefit provided to protect employees in the case of illness or medical emergency. The employee's accrued paid sick leave may be taken for sickness, or medical and dental appointments of an employee's spouse, parent, child, and registered domestic partner and their child regardless of residence, or a dependent living in the employee's household. Accrued paid sick time may also be used when taking time off of work to care for a seriously ill parent-in-law, grandparent, grandchild, or sibling.

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3. Notification. An employee unable to report to work because of an illness or injury must notify his/her supervisor no later than one half-hour before or after the scheduled start of the workday, if possible. The supervisor must be contacted on each additional day of absence, except in cases where the employee is on an approved leave of absence. Employees who are absent for more than three days due to their own illness or injury are required to provide a doctor's statement certifying that the employee may safely return to work. The Housing Authority may require a doctor's note to substantiate the need for a medical absence of any duration.

4. Coordination of Benefits. If there is an extended absence, the employee also must apply for any other available compensation and benefits for which she/he may be eligible. The paid sick leave benefit is coordinated with any payments that the employee is eligible to receive, e.g., State Disability Insurance (SDI), workers' compensation, or other such paid benefit, such that the employee does not receive more than 100 percent of his/her regular pay while on leave.

~~Paid sick leave benefits accumulate indefinitely. That is, unlike paid vacation accrual, there is no cap on paid sick time accrual. Accrued paid sick leave is not paid out on termination of employment.~~

5. Payment for Sick Leave at Separation. No payment is made for accrued, unused sick time upon separation or at any other time. However, regular employees who are rehired within twelve (12) months shall have their sick leave balance at the time of separation reinstated. Temporary employees who are rehired within 12 months from their date of separation shall also have their sick leave balance reinstated and will be provided with three days of sick time, as described above, up to a combined maximum of six (6) days of sick time.

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6. Health Care Provider's Certification. An employee may be required to provide certification of the medical need for absence from work (including for medical/dental appointments) at the request of the Housing Authority.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

Resolution No. _____

AMEND PERSONNEL POLICY

WHEREAS, the Housing Authority Board of Commissioners adopted the AHA Personnel Policies April 12, 2012; and

WHEREAS, the Housing Authority Risk Retention Pool (HARRP) provided a model for the personnel policies; and

WHEREAS, Liebert Cassidy Whitmore completed a thorough review of the AHA Personnel Policies and certified legal compliance at both the state and federal levels on November 4, 2014; and

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Alameda hereby approves the amendment of the Personnel Policy included in the Agenda Packet. Implementation of the revisions to the Paid Sick Leave policy will be effective July 1, 2015.

ATTEST:

Arthur Kurrasch, Chair
Board of Commissioners

Vanessa M. Cooper
Secretary

Adopted: _____



Housing Authority of the City of Alameda

701 Atlantic Avenue, Alameda, CA 94501 ~ Phone: (510) 747-4300 ~ Fax: (510) 522-7848 ~ TDD: (510) 522-8467 ~ Web: www.alamedahsg.org

To: Honorable Chair and
Members of the Board of Commissioners

From: Vanessa M. Cooper
Executive Director

Date: June 17, 2015

Re: Authorize the Executive Director to Execute Agreement for Development of Affordable Housing with TL Partners I, L.P. and to Execute an Option and Purchase Agreement and Related Documents to Acquire City Parcel for the Del Monte Project

BACKGROUND

In August 2014, the Board authorized staff to meet and work with developer Tim Lewis Communities (TLC) regarding the potential development of a new 31 unit senior rental project at the Del Monte redevelopment project located at 1501 Buena Vista Avenue. In November 2014, the Board provided further direction to staff to proceed with negotiations concerning the acquisition of the site.

Since then, good progress has been made to advance the project. Housing and Community Development staff has negotiated the general development terms and these terms have been defined in the Agreement for the Development of Affordable Housing (Exhibit A). Staff has also worked with TLC and the Del Monte project architect to finalize the site plan, building plan and unit floorplans. These plans were submitted to the City Planning Department in April, and the project received unanimous approval by the Planning Board on May 26, 2015.

The proposed development site is comprised of two separate land parcels. One is now part of the Del Monte warehouse project site and is expected be conveyed by TLC to the Housing Authority in early 2016. The other parcel is owned by the City. The next step in the development process is to obtain City Council approval of the transfer of the City parcel as outlined in the Option and Purchase Agreement (Exhibit B).

DISCUSSION

TLC will be creating 308 new housing units within the existing Del Monte building. This building will include 24 units available to moderate income households; the units may be for-sale or for-rent. The Housing Authority will develop 31 senior rental units (affordable to low and very low income households) on the adjacent "Sub-Area B" (Exhibit C).

The proposed schedule is to apply for low income housing tax credits in March 2016 (and re-apply in July 2016 if necessary) and to commence construction in 2017. Construction of the affordable rental project will depend upon timely completion of infrastructure improvements by TLC. The site infrastructure work is planned to begin in early 2016.

Any sale or transfer of City-owned land must be approved by an Ordinance and requires two readings. At least 4 of 5 City Council members must approve the transfer. The City Council must also approve the Tentative Map that lays out the subdivision of the entire Del Monte site and the Affordable housing Agreement that regulates affordability for 59 years. The first reading of the Ordinance is scheduled for the July 7th Council meeting, and – if passed on July 7th – the second reading will occur on July 21st.

FINANCIAL IMPACT

To date, project expenses have included legal and financial analysis services that have been paid with funds budgeted for development activities. All costs for architectural and engineering design and the City submittal fees have been paid by TLC. After final City Council approval is granted, staff will return to the Board with a detailed project budget and a request for additional pre-development funding.

Pre-development costs associated with the project will be tracked and are eligible development costs within the construction budget. When the construction loan closes (the loan is originated), eligible costs can be charged to the project and reimbursed through project financing.

RECOMMENDATION

Staff requests the Board to authorize the Executive Director to execute an Agreement for Development of Affordable Housing with TL Partners I, L.P. and the Option and Purchase Agreement and any related Documents to acquire the City-owned parcel for the Del Monte project.

Honorable Chair and
Members of the Board of Commissioners

June 17, 2015
Page 3

Respectfully submitted,


Vanessa M. Cooper
Executive Director

VMC/vj

Attachments:

Exhibit A - Agreement for Development of Affordable Housing
Exhibit B – Option and Purchase Agreement – City Parcel
Exhibit C – Map of Proposed Affordable Housing Site

**AGREEMENT FOR DEVELOPMENT OF AFFORDABLE HOUSING
(Del Monte)**

THIS AGREEMENT FOR DEVELOPMENT OF AFFORDABLE HOUSING (Del Monte) (this "Agreement") is made as of _____, 2015 (the "Effective Date"), by and between the HOUSING AUTHORITY OF THE CITY OF ALAMEDA, a public body, corporate and politic (the "Housing Authority"), and TL PARTNERS I, L.P., a California limited partnership ("Developer").

RECITALS

This Agreement is entered upon the basis of the following facts, understandings and intentions of the Housing Authority and Developer, sometimes individually referred to as a "Party" or collectively referred to herein as the "Parties".

A. Developer is currently in contract to acquire approximately 11.06 acres of real property located at the northeast corner of the intersection of Sherman Street and Buena Vista Avenue, identified as Assessor's Parcel Number 072-0383-004 and commonly known as the Del Monte Warehouse, with an address of 1501 Buena Vista Avenue, City of Alameda, County of Alameda (the "Del Monte Property").

B. On December 16, 2014, the City adopted Ordinance No. 3115, approving Developer's Master Plan and Density Bonus Application, allowing for development of a mixed use project on the Del Monte Property comprised of up to 380 housing units (including fifty-five (55) affordable units) and 30,000 square feet of commercial space (the "Master Plan").

C. Also on December 16, 2014, the City adopted Ordinance No. 3116, approving a Development Agreement with respect to the Del Monte Warehouse project, which Development Agreement has an effective date of January 15, 2015 (the "Development Agreement").

D. The Master Plan, the Development Agreement, the TDM Plan, Ordinance No. 3115, Ordinance No. 3116, and City of Alameda Planning Board Resolution _____ are referred to herein individually and collectively as the "Development Documents".

E. Pursuant to the Development Documents, Developer is required to provide fifty-five (55) affordable units, consisting of (i) twenty-four (24) units affordable to moderate-income households (to be incorporated into the Del Monte Warehouse Project, as defined in Section 1.1(h), below) (the "Moderate Income Units"); (ii) fourteen (14) housing units affordable to low-income households (the "Low Income Units"); and (iii) seventeen (17) housing units affordable to very-low-income households (the "Very Low Income Units", and, together with the Low Income Units, the "Low-Income Requirement"). The thirty-one (31) units constituting the Low-Income Requirement shall be affordable rental housing and are collectively referred to herein as the "Affordable Project".

F. The Affordable Project will be constructed and developed on the real property identified in the Master Plan for the development of thirty-one (31) units of affordable housing (the "Affordable Housing Site"). The Affordable Housing Site consists of (i) the "City Parcel" identified as Assessor's Parcel Numbers 072-0383-001 and 072-0383-002, and (ii)

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approximately 0.4 acres of real property owned by Developer and included within Subarea B of the Master Plan, in the general location and configuration shown on Exhibit A, attached hereto (the "Developer Parcel").

G. Developer is permitted to satisfy the Low-Income Requirement by causing the Housing Authority to develop the Affordable Project, and in connection therewith, Developer will provide a subsidy equal to difference between the amount of any Investor capital contributions from Tax Credit financing obtained for the construction of the Affordable Project and the actual cost of construction (the "Developer Subsidy").

H. Developer desires to satisfy the Low-Income Requirement by causing the Housing Authority to develop the Affordable Project, and the Housing Authority desires to develop the Affordable Project, all in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Housing Authority and Developer agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 **Definitions.** The capitalized terms used in the preamble and recitals to this Agreement shall have the meanings given to them therein whenever they are used in this Agreement. In addition, the following definitions shall govern this Agreement:

(a) "Affordable Project" is as defined in Recital E, above, together with associated infrastructure, Improvements (as defined in Section 1.1(t), below), landscaping, and related facilities to be constructed on the Affordable Housing Site.

(b) "Affordable Housing Site" is as defined in Recital F, above.

(c) "Agreement" means this Agreement for the Development of Affordable Housing (Del Monte), including the attached exhibits and all subsequent amendments to this Agreement, if any.

(d) "City" means the City of Alameda, California, a municipal corporation existing under the law of the State of California and its Charter, operating through its governing body, the City Council, and its various departments. The principal office of the City is 2263 Santa Clara Avenue, Alameda, California 94501.

(e) "City Parcel" is as defined in Recital F, above.

(f) "City Parcel Agreement" is as defined in Section 4.1, below.

(g) "Commencement of Construction" means, with respect to the Affordable Project only, that the following conditions have been satisfied: (i) an appropriate contract for construction with a licensed contractor has been executed, (ii) the first building permit necessary for construction has been obtained, and (iii) construction of the Affordable Project has commenced.

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(h) **"Del Monte Warehouse Project"** means Developer's plans for development of 308 residential units and 30,000 square feet of commercial space in the existing Del Monte Warehouse building on the Del Monte Property in accordance with the Development Documents.

(i) **"Developer"** means TL Partners I, L.P., a California limited partnership, whose principal office is located at 3500 Douglas Boulevard, Suite 270, Roseville, CA 95661. Wherever the term "Developer" is used herein, such term shall include its successors and assigns.

(j) **"Developer Parcel"** is as defined in Recital F, above.

(k) **"Developer Parcel Agreement"** is as defined in Section 4.2, below.

(l) **"Developer Subsidy"** is as defined in Recital G, above.

(m) **"Development Approvals"** means the approvals applicable to the Affordable Project, including the Development Documents to the extent they apply to the Affordable Project. The Development Approvals include any amendments to such approvals that are adopted from time to time in accordance with this Agreement.

(n) **"Financing Plan"** is as defined in Section 6.5(d) below.

(o) **"Foreclosure Transferee"** means a Lender or other transferee of the Affordable Project which acquires the Affordable Project through a judicial foreclosure, nonjudicial foreclosure, or deed-in-lieu of foreclosure under any Loan.

(p) **"Ground Lease"** means a ground lease, as amended, entered into by the Housing Authority, as lessor, and the Tax Credit Partnership, as tenant, to facilitate the development of the Affordable Project, with a term of seventy-five (75) years or longer and ground rent to be determined by the Housing Authority.

(q) **"Housing Authority"** means the Housing Authority of the City of Alameda, a public body, corporate and politic. The principal office of Housing Authority is 701 Atlantic Avenue, Alameda, California 94501.

(r) **"Housing Authority's Executive Director"** means the executive director of the Housing Authority in his or her capacity as a staff representative of the Housing Authority, or his or her designee.

(s) **"HUD"** means the U.S. Department of Housing and Urban Development.

(t) **"Improvements"** shall mean the buildings, structures and other improvements, including the building fixtures therein, hereafter constructed on the Affordable Housing Site.

(u) **"Investor"** shall mean the investor limited partner of the Tax Credit Partnership and its related entity as special limited partner of Tax Credit Partnership, if any.

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(v) "Lender(s)" shall mean each and all of the lenders providing the Loans to the Tax Credit Partnership for the Affordable Project, or any portion thereof, and shall also mean any entity which controls, is controlled by, or is under common control with, Lender, and which becomes a Foreclosure Transferee.

(w) "Loans" shall mean the loans obtained by the Tax Credit Partnership to finance construction and operation of the Affordable Project, as evidenced by promissory notes and deeds of trust (or any related security documents, including security agreements, fixture filings, and financing statements) secured against the Affordable Housing Parcel and granted by the Tax Credit Partnership.

(x) "Tax Credit" shall mean collectively (i) 9% federal low income tax credits pursuant to Section 42 of the Internal Revenue Code, and (ii) any state tax credits allocated under an award to the Tax Credit Partnership, each as administered by TCAC.

(y) "Tax Credit Partnership" means the limited partnership that will be the tenant under the Ground Lease. The general partner of the Tax Credit Partnership will be the Housing Authority; the Housing Authority's development company, Island City Development, a California nonprofit public benefit corporation; or an affiliate of either. The initial limited partner of the Tax Credit Partnership will be an affiliate of the Housing Authority or another person or entity selected by the Housing Authority. The Housing Authority intends that an Investor will be the eventual limited partner of the Tax Credit Partnership.

(z) "TCAC" shall mean the State of California Tax Credit Allocation Committee.

(aa) "TDM Plan" is as defined in Section 3.1, below.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement and by this reference are incorporated herein and made a part hereof:

- Exhibit A Developer Parcel
- Exhibit B Form of City Parcel Agreement
- Exhibit C Form of Developer Parcel Agreement
- Exhibit D Milestone Schedule
- Exhibit E Proposed Financing Plan
- Exhibit F Developer Infrastructure Map

ARTICLE II
TERM; TERMINATION

Section 2.1 Term. The term of this Agreement shall commence on the Effective Date and continue until the later of (a) the closing of permanent financing following completion of construction of the Affordable Project, or (b) issuance of the first certificate of occupancy for the first Affordable Project building, unless extended or earlier terminated pursuant to Section 2.2 below. Notwithstanding the foregoing, except in the event that the Housing Authority defaults under this Agreement, Developer shall have no further obligations with respect to the

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development of the Affordable Project once Developer has (i) satisfied Developer's obligations under Section 6.5 and (ii) transferred the Affordable Housing Site to the Housing Authority.

Section 2.2 Termination. Either party may terminate this Agreement if:

- (a) either of the following events has not taken place by September 30, 2015:
(i) agreement of the Parties upon a Financing Plan or (ii) approval by the City of the transfer of City Parcel to the Housing Authority;
- (b) the Development Agreement is terminated during the Term of this Agreement;
- (c) the Housing Authority has not secured a Tax Credit award by September 30, 2016;
- (d) Commencement of Construction has not occurred by June 30, 2017; or
- (e) Either Party defaults under this Agreement and fails to cure such default in accordance with Section 7.1.

ARTICLE III
AFFORDABLE PROJECT SUBJECT TO DEVELOPMENT DOCUMENTS; MUTUAL
COOPERATION

Section 3.1 Developer and the Housing Authority agree that the Affordable Project is subject to the Development Documents, including without limitation, any development schedule stated therein. Developer and the Housing Authority further acknowledge and agree that the Affordable Project shall be subject to the terms and conditions set forth in the Transportation Demand Management Plan for the Master Plan, approved by City of Alameda Planning Board on November 10, 2014 by Resolution PB-14-18 (the "**TDM Plan**"); provided, however, that the Parties further acknowledge and agree that the TDM Plan expressly exempts any affordable housing unit from the obligation to pay the assessments imposed pursuant to the TDM Plan.

Section 3.2 Developer and the Housing Authority shall each cooperate with the other Party in pursuing the matters required to be performed by such other Party as set forth in this Agreement, including executing all documents, joining in any applications and otherwise using commercially reasonable efforts to cooperate with, and assist the other Party in satisfying their respective obligations under this Agreement.

ARTICLE IV
TRANSFER OF THE AFFORDABLE HOUSING SITE

The parties hereto currently contemplate that the Affordable Housing Site will be transferred to the Housing Authority as follows:

Section 4.1 Transfer of the City Parcel

- (a) The City Parcel will be transferred to the Housing Authority pursuant to a

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separate option agreement between the City and the Housing Authority (the “**City Parcel Agreement**”), in the form attached hereto as Exhibit B. The transfer of the City Parcel to the Housing Authority shall be subject to the conditions precedent and for the consideration described in the Development Documents, without any consideration due from the Housing Authority. The Parties shall use their best efforts to ensure that the City Parcel Agreement is executed concurrently with the execution of this Agreement.

(b) Developer and Housing Authority shall cooperate in obtaining all necessary approvals to allow the transfer of the City Parcel to the Housing Authority, including requesting that the City Council transfer the City Parcel to the Housing Authority, in accordance with the terms of the Development Agreement.

(c) The Housing Authority acknowledges that the City Parcel Agreement may include a reverter clause that would be triggered if the Affordable Project is not developed in accordance with the Development Documents and the City Parcel Agreement.

Section 4.2 Transfer of the Developer Parcel

(a) In accordance with the Development Documents, Developer will transfer the Developer Parcel to the Housing Authority, for consideration from the Housing Authority in the amount of One Dollar (\$1.00). The transfer of the Developer Parcel shall be accomplished pursuant to an option agreement between the Developer and the Housing Authority, substantially in the form attached here to as Exhibit C (the “**Developer Parcel Agreement**”), which shall be executed concurrently with the execution of this Agreement.

(b) Developer shall be solely responsible for causing the Developer Parcel to be a separate legal parcel in compliance with applicable subdivision laws prior to closing under the Developer Parcel Agreement.

Section 4.3 The Housing Authority and Developer will cooperate in the creation of any necessary or appropriate easements between the Affordable Housing Site and the Del Monte Warehouse Project, provided that such easements do not have a material adverse effect on the intended use of either the Affordable Housing Site or the Del Monte Warehouse Project. Such easements shall be recorded at the time that the City and Developer transfer their respective portions of the Affordable Housing Site to the Housing Authority. Developer shall also cooperate in a commercially reasonable manner with the Housing Authority in obtaining any easements over City-owned land that the Housing Authority determines would be necessary or appropriate for the construction and operation of the Affordable Project.

Section 4.4 After completion of the transfers of both the City Parcel and the Developer Parcel to the Housing Authority, the Housing Authority shall enter into the Ground Lease.

Section 4.5 In the event that the Housing Authority or the Tax Credit Partnership fails to develop the Affordable Project in accordance with the Development Documents and such failure triggers any reverter clause included in either the City Agreement or the Developer Parcel Agreement, the Housing Authority or the Tax Credit Partnership, as applicable, shall relinquish ownership of the City Parcel to the City and the Developer Parcel to the Developer and shall have no further obligations with respect to the Affordable Project.

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ARTICLE V
PREDEVELOPMENT, CONSTRUCTION AND OPERATION OF THE AFFORDABLE
PROJECT

Section 5.1 The Housing Authority shall develop the Affordable Project substantially in accordance with the Milestone Schedule attached hereto as Exhibit D.

Section 5.2 Developer shall assist the Housing Authority in obtaining required approvals from the City for the development of the Affordable Project and take such other actions as may be required under the Development Documents, including without limitation assisting in retaining an architect to prepare the design review package, processing subdivision maps, and preparing legal descriptions and plat maps for any easements the Parties deem necessary or appropriate for the Affordable Project.

Section 5.3 Developer and the Housing Authority shall negotiate in good faith and in a commercially reasonable manner to develop a mutually acceptable schedule for all infrastructure and site improvements needed for development of the Affordable Housing Site by the Housing Authority.

Section 5.4 The Housing Authority shall be responsible for managing the design and construction process for the Affordable Project, including requesting any adjustment to the development schedule for the Affordable Housing Site set forth in the Master Plan. Any design for the Improvements shall ensure that all parking requirements can be satisfied within the boundaries of the Affordable Housing Site and that such design is consistent with the requirements set forth in the Development Documents. In addition, Developer shall retain the right to review and comment on the proposed design at all stages of development of the Affordable Project for the purpose of ensuring consistency with the Development Documents.

Section 5.5 The Housing Authority shall be solely responsible for all leasing activities, maintenance costs, on-going management and other costs associated with operation of the Affordable Project, including participation in, on a non-payment basis, the homeowners' association for the entire Del Monte Property, for purposes of complying with the TDM Plan.

ARTICLE VI
FINANCING OF THE AFFORDABLE PROJECT

Section 6.1 The Parties agree that the Housing Authority will use its best efforts to obtain Tax Credits to finance the construction of the Affordable Project. The Parties intend to leverage the Tax Credits to attract capital contributions from an Investor, and certain construction and/or permanent loans from Lender(s) in amounts and a structure to be determined. In accordance with the Milestone Schedule, the Housing Authority shall apply for Tax Credits during the 2016 application cycle and seek such other financing as may be contemplated by the Proposed Financing Plan, attached hereto and incorporated herein as Exhibit E.

Section 6.2 In furtherance of the Parties' efforts to develop the Affordable Project, Developer and the Housing Authority shall cooperate, to the extent appropriate and as permitted

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by law, in the Housing Authority's efforts to obtain Tax Credits and any permits and approvals from other governmental or quasi-governmental entities.

Section 6.3 Developer will cooperate with the Housing Authority and the Tax Credit Partnership in order to obtain any reasonable modifications or amendments to the Development Documents required by Investor or Lender(s) or requested by the Tax Credit Partnership or Housing Authority, which may include:

- (a) Permitting transfers of limited partnership interests in the Tax Credit Partnership.
- (b) Permitting Investor to replace the general partner of the Tax Credit Partnership upon certain defaults by such general partner.
- (c) Subordinating the interests and rights of the City to the security interests of Lender(s), which may include subordination of any affordability restrictions to deeds of trust and/or any rights of reverter set forth in either the City Parcel Agreement and/or the Developer Parcel Agreement.

Section 6.4 Developer and the Housing Authority agree that their obligations hereunder are subject to mutual agreement on the Financing Plan, which Financing Plan shall (a) specify Developer's financial obligations with respect to the Affordable Project; (b) specify the Housing Authority and/or the Tax Credit Partnership's obligations to the City as to the Affordable Project; (c) reflect any requirements of Investor or its tax counsel or a Lender; and (d) be approved in writing by the Developer and the Housing Authority.

Section 6.5 The Housing Authority and the Developer agree that any Financing Plan shall reflect that Developer shall be solely responsible for:

- (a) The cost of a lot line adjustment or parcel map, as appropriate, establishing the Developer Parcel as a separate legal parcel.
- (b) The costs of preparing improvement plans for and the construction of infrastructure and site improvements along the perimeter of the Affordable Housing Site that provide pedestrian and vehicular access to and from the Affordable Housing Site, landscaping and hardscaping adjacent to the Affordable Housing Site, as listed below and depicted on Exhibit F, attached hereto (collectively, "Developer Site Obligations"), and for coordinating such plans with the improvement plans for the Del Monte Warehouse Project. Prior to the Commencement of Construction, all of the Developer Site Obligations that are reasonably necessary or appropriate to commence construction of the Affordable Project will be completed. Developer Site Obligations shall be substantially complete on or before the completion of construction of the Improvements. **[It may be helpful to have Victoria, Mike and the engineer review the plans and agree upon the items and the timing. We may also wish to insert critical items in the Exhibit D schedule. For example, we understand the Sherman Street improvements will be completed well after completion of the Affordable Project.]**

(i) Along Buena Vista Avenue: all improvements, landscape and hardscape from the back (north) edge of the sidewalk fronting Buena Vista Avenue, and to the

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south;

(ii) Along Sherman Street: all improvements, landscape and hardscape from the back (east) edge of the sidewalk fronting Sherman Street, and to the west;

(iii) Along Parcel 5 Drive Aisle: all improvements, landscape and hardscape from the back (west) edge of the curb fronting Parcel 5 to the east;

(iv) Along Parcel 6 Drive Aisle: all improvements, landscape and hardscape from the back (south) edge of the curb fronting Parcel 6 and to the north;

(v) Utility provisions as follows:

(A) Dry Utilities: Install a joint dry utility trench service, including electric, natural gas and telecommunications, extending and capped at five feet into the Affordable Housing Site beyond the improvements described above.

(B) Wet Utilities: Install a 6" sanitary sewer pipeline extending and capped at five feet into the Affordable Housing Site beyond the improvements described above. Install a 12" diameter storm drain pipeline extending and capped at five feet into the Affordable Housing Site beyond the improvements described above.

(c) The cost of landscaping and hardscaping the sidewalks, swales, curbs, and roads adjacent to the Affordable Housing Site, including pedestrian and vehicular access to and from the Affordable Housing Site; completion prior to the Commencement of Construction of all hardscaping that is reasonably necessary or appropriate for construction of the Affordable Project; and substantial completion of all such landscaping and hardscaping on or before the completion of construction of the Improvements.

(d) Payment of the Developer Subsidy, with a credit to Developer for any and all costs incurred by Developer which qualify as eligible Tax Credit basis. If, and only if, no Tax Credit financing is obtained for the Affordable Project, Developer shall fund the entire cost of constructing the Affordable Project, provided that any predevelopment costs funded by the Developer shall be applied to the Affordable Project's Development Costs.]

Developer and the Housing Authority acknowledge that the financing plan (the "Financing Plan") has not been finalized, and that the Housing Authority and the Tax Credit Partnership may require flexibility as to how Developer will satisfy its financial obligations regarding the Affordable Project. Notwithstanding the foregoing, Developer and the Housing Authority agree that the preferred structure shall be to have Developer transfer any Developer Subsidy to the Housing Authority for the construction of the Affordable Project, which funds the Housing Authority may lend or cause to be contributed to the Tax Credit Partnership.

ARTICLE VII DEFAULT AND REMEDIES

Section 7.1 General Default. In the event of any default under this Agreement by

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either Party, which default, (a) if it be in the payment of money, continues uncured for a period of ten (10) Business Days after the defaulting Party's receipt of written notice from the non-defaulting Party, or (b) if it be a non-monetary default under this Agreement, and such default continues uncured for a period of thirty (30) days (the "*Non-Monetary Default Cure Period*") after the defaulting Party's receipt of written notice from non-defaulting Party, or such longer period as reasonably required for the defaulting Party acting diligently to cure, then in either case the non-defaulting Party shall have the right to terminate this Agreement and all rights of the defaulting Party under this Agreement. Notwithstanding the foregoing, if the defaulting Party commences cure of a non-monetary default within the Non-Monetary Default Cure Period, and diligently pursues such cure thereafter, the Non-Monetary Default Cure Period shall be extended for such additional period of time as is reasonably necessary to complete such cure.

Section 7.2 Developer's Additional Remedy. In the event the Housing Authority defaults under this Agreement at any time after an application for Tax Credits has been filed and fails to cure, in addition to termination of this Agreement, Developer shall have the right to require the Housing Authority and/or the Tax Credit Partnership, to assign to a new development entity selected by Developer:

(a) to the extent permitted by applicable law or by TCAC, any Tax Credit application or Tax Credit allocation, as applicable;

(b) all design documents, construction drawings, structural drawings, engineering plans and other documents or materials relating to the design and development of the Affordable Project.

The Housing Authority agrees that any such assignment shall be completed within sixty (60) days after receipt of a written request from Developer. ~~[We would like a provision that allows the Housing Authority/Tax Credit Partnership to be compensated for any net value (after adjusting for Developer financial contribution and improvement work and deducting Developer's costs of enforcement) that it has brought to the Affordable Project. This may also be necessary for the successor owner to have the appropriate basis in the project.]~~

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Notices, Demands and Communications. All notices, consents, requests, demands or other communications to or upon the respective parties made pursuant to this Agreement shall be in writing and shall be effective for all purposes upon receipt on any Business Day (defined below) before 5:00 PM local time and on the next Business Day if received after 5:00 PM or on other than a Business Day, including, without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, and (iv) transmittal by facsimile or electronic mail, addressed as follows:

Housing Authority: Housing Authority of the City of Alameda
701 Atlantic Avenue
Alameda, CA 94501

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Attention: Executive Director

With a copy to:

Carle, Mackie, Power & Ross LLP
100 B Street, Suite 400
Santa Rosa, CA 94952
Attention: Henry Loh II

Developer:

TL Partners I, L.P.
12667 Alcosta Blvd., Suite 170
San Ramon, CA 95583
Attention: James L. Meek

With a copy to:

Buchalter Nemer, A Professional Corporation
55 Second Street, Suite 1700
San Francisco, CA 94105-3493
Attention: Alicia Guerra

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by notice given as provided in this Section 8.1.

Section 8.2 Conflict of Interests. No member, official or employee of the Housing Authority shall make any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 8.3 Non-Liability of Public Officials, Employees and Agents. Notwithstanding anything to the contrary in this Agreement, no elective or appointive board, commission, member, officer, employee or agent of the City or the Housing Authority shall be personally liable to Developer, its successors and assigns, in the event of any default or breach by the Housing Authority or for any obligation of the Housing Authority under this Agreement.

Section 8.4 Inspection of Books and Records. The Housing Authority shall have the right at all reasonable times, upon twenty-four (24) hours written notice, to inspect, on a confidential basis the books, records and all other documentation of Developer pertaining to its obligations under this Agreement.

Section 8.5 Brokerage Commissions. None of the Parties shall be liable for any real estate commissions or brokerage fees which may arise as a result of this Agreement. The Parties each represent that it has not engaged any broker, agent or finder in connection with this transaction. Each Party agrees to indemnify, defend and hold the other Party harmless from any claims and liability, including reasonable attorneys' fees and court costs, in connection with a

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claim by any person or entity for a real estate commission or brokerage fee based on contacts between the claimant and the indemnifying Party.

Section 8.6 Rights and Remedies Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise or failure to exercise one or more of such rights or remedies by any Party shall not preclude the exercise by it, at the same time or different times, of any right or remedy for the same default or any other default by another Party.

Section 8.7 Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the State of California, applicable to contracts executed in and to be performed entirely within California, and without regard to the conflicts of laws, or choice of law provisions hereof.

Section 8.8 Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 8.9 Binding Upon Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. Either Party shall have the right assign this Agreement without the other Party's consent, provided that the assigning Party gives the other Party written notice of such assignment within ten (10) business days after the effective date thereof. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor or assign of such Party who has acquired an interest in compliance with the terms of this Agreement, or under law.

Section 8.10 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

Section 8.11 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless in writing and signed by the Party granting the waiver, and only to the extent expressly provided in such written waiver.

Section 8.12 Attorneys' Fees. If any Party institutes any action or proceeding in court or before an arbitrator to enforce any provision hereof or for damages by reason of an alleged breach of any provision of this Agreement, the prevailing Party shall be entitled to receive from the other Party court or arbitration costs or expenses incurred by the prevailing Party including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as the court or arbitrator may judge to be reasonable attorneys' fees for the services rendered to the prevailing Party in such action or proceeding.

Section 8.13 Time. Time is of the essence of this Agreement.

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Section 8.14 Title of Articles and Sections. Any titles of the articles, sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any part of its provision.

Section 8.15 Exhibits. Each of the exhibits referenced in this Agreement, if any, is attached hereto and incorporated herein.

Section 8.16 Amendment. This Agreement shall not be modified except by written instrument executed by an officer or other authorized representative of all Parties hereto.

Section 8.17 Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. This Agreement may be executed and delivered by the exchange of electronic facsimile copies, .pdf or other electronic image files of counterparts of the signature page, which shall be considered the equivalent of ink signature pages for all purposes.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

HOUSING AUTHORITY:

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

By: _____
Vanessa M. Cooper
Executive Director

DEVELOPER:

TL Partners I, L.P.,
a California limited partnership

By: TL Management, Inc., a California corporation,
Its: General Partner

By: _____
J. Timothy Lewis, President

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Exhibit A
Developer Parcel

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Exhibit A - Page 1

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Exhibit B

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Exhibit B – Page 1

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Exhibit C
Form of Developer Parcel Agreement

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Exhibit C – Page 1

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Exhibit D

Milestone Schedule
[[Subject to Further Review and Comment]]

Due By Date	Event
March 2015	Affordable Project Development Agreement circulated
March 2015	Affordable Project Schematic Plans and Elevations complete (TLP)
April 2015	Low Income Housing Development Agreement to City Attorney; City to prepare and provide all required Ordinances
May 2015	Submittal by Housing Authority to City to include: T-Map, Land Conveyance Agreement?, <i>[This is for both City and Developer Parcels. We can discuss timing]</i> Affordable Housing Agreement, <i>[This will be the City's affordability restrictions.]</i> Design Review Plans Option Agreement with the City?
June 2015	Planning Board approval
July 2015	City Council approval; Project Financing Plan finalized; AHA to solicit for Architectural & engineering Services
September 2015	TLP to provide detailed site development schedule
January 2016	TLP commence site construction
February 2016	TCAC Application to State <i>[Re 2015 TCAC application, we can discuss timing.]</i>
June 2016	Notice of credit allocation
December 2016	Construction Loan Closing (early)
January 2017	Construction Start (early)
July 2016	Second round TCAC application if necessary
September 2016	Notice of second round credit allocation
May 2017	Construction loan Closing (late)
June 2017	Construction start (late) - 18 month construction period
June or November 2018	Rental Project Substantial Completion <i>[Notice of Completion, Temp COO and punch list? We can discuss.]</i>

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Exhibit E
Proposed Financing Plan
[TBD]

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**REAL PROPERTY
OPTION AND PURCHASE AGREEMENT**

THIS REAL PROPERTY OPTION AND PURCHASE AGREEMENT (this "**Agreement**") is entered into as of _____, 2015 ("**Effective Date**") by and between CITY OF ALAMEDA, a municipal corporation ("**Seller**"), and ALAMEDA HOUSING AUTHORITY, a public body, corporate and politic ("**Buyer**"), in the following factual context:

RECITALS

- A. Seller is the legal and beneficial owner of approximately .45 acres of real property identified as assessor's parcel numbers 072-0333-001 and -002 located at the northeast corner of the intersection of Buena Vista Avenue and Sherman Street in the City of Alameda, Alameda County, California, as more particularly described in Exhibit A. This real property, together with all improvements and all right, title and interest of Seller in and to all privileges, rights, easements and appurtenances attaching to or associated with the real property, all minerals, water, and oil, gas and other hydrocarbon substances, and all air and water rights relating to the real property, is referred to as the "**Land**".
- B. Without making any representations as to the extent of such property, Seller may also own certain tangible and intangible personal property relating to the Land (the "**Intangible Property**"). The Land and the Intangible Property and such other tangible and intangible property acquired by Seller in connection with the Land are referred to collectively as the "**Property**".
- C. Seller and Buyer acknowledge and agree that this Agreement is entered into pursuant to the terms of that certain Development Agreement (Del Monte Warehouse Project) dated January 15, 2015 (the "**DA**"), entered into between Seller and TL Partners I, LP, a California limited partnership ("**Developer**") with respect to the development of the Del Monte property located at 1501 Buena Vista Avenue in Alameda, directly adjacent to the Property. Specifically, this Agreement is entered into pursuant to a written request from Developer to Seller to have the Property transferred to Buyer in accordance with Section 7.c. of the DA, a copy of which is attached hereto as Exhibit B.
- D. Buyer desires to obtain from Seller, and Seller desires to grant an exclusive option to purchase the Property to Buyer, and each has entered into this Agreement for this purpose.

In this factual context, the parties agree as follows:

AGREEMENT

Section 1. Grant of Option. Subject to the terms and conditions of this Agreement including the Recitals set forth in paragraphs A, B and C above, Seller grants to Buyer an exclusive and irrevocable option ("**Option**") to purchase all of the Property for the Purchase Price.

Section 2. Purchase Price. The purchase price for the Property shall be One Dollar (\$1.00) (the "**Purchase Price**").

Section 3. Option Consideration. The consideration for the grant of the Option is comprised of: (a) the steps that Buyer currently taking to design a new senior affordable housing building on the Property (the "**Affordable Project**"); and (b) Buyer's obligation to pursue tax credit financing and construct the Affordable Project pursuant to that certain Agreement for Development of Affordable Housing (Del Monte) (the "**Affordable Housing Agreement**") between Buyer and Developer dated _____, 2015.

Section 4. Duration and Exercise of Option.

4.1. Option Period. The period of time for any exercise of the Option by Buyer shall commence on the Feasibility Date and shall expire at 11:59 p.m. _____ days thereafter (the "**Option Period**"). The foregoing notwithstanding, Buyer shall have the right to extend the Option Period monthly for not more than ___ consecutive months so long as Buyer is able to demonstrate on-going efforts to apply for and obtain tax credit financing for the Affordable Project.

4.2. Exercise of Option. Buyer shall have the right to exercise the Option at any time during the Option Period by giving Seller written notice stating that Buyer exercises the Option (the "**Option Exercise Notice**"). If Seller has not received an Option Exercise Notice prior to the expiration of the Option Period, it shall give written notice to Buyer of the expiration of the Option Period, and Buyer shall have a grace period of five (5) Business Days from receipt of the notice to exercise the Option by delivering the Option Exercise Notice to Seller. If the grace period expires without receipt by Seller of the Option Exercise Notice, Seller may terminate this Agreement and Buyer shall have no further rights to acquire the Property.

4.3. Purchase and Sale upon Exercise. In the event of exercise of the Option by Buyer, Buyer shall purchase and Seller shall sell the Property on the terms and conditions set forth in this Agreement.

Section 5. Due Diligence.

5.1. Right of Entry and Inspection. For the period (the "**Feasibility Period**") commencing on the Effective Date, and continuing until 5:00 p.m. on the _____ (___) day thereafter (the "**Feasibility Date**"), Buyer and its designees shall have the right to enter upon all portions of the Property at all reasonable times for the purpose of conducting soils tests, tests for the presence of Hazardous Substances and wastes, engineering, seismic and geologic studies, inspection of structures, investigation of the availability of governmental entitlements and utilities and any other purposes reasonably related to Buyer's acquisition of the Property and Buyer's planning, development and construction of the Affordable Project. In the event of a Buyer Termination, Buyer shall repair any material damage to the Land resulting directly from Buyer's testing or sampling, and immediately provide Seller, at no additional cost to Seller, with copies of any reports, maps, analyses, studies and other nonproprietary and non-privileged documents developed, or produced during the Feasibility Period, together with Buyer's written consent (to the extent it can be provided) to Seller's future use of the materials.

5.2. No Liens; Indemnity. Buyer shall keep the Property free of liens arising from the conduct of Buyer and its designees and their employees, agents or contractors. Buyer shall defend (with counsel reasonably acceptable to Seller) and indemnify Seller against any claims, damages, liabilities or costs (including reasonable attorneys' fees) directly caused by Buyer's or Buyer's designees' entry and activities upon the Property; provided, however, that this indemnity shall not apply to impacts on the value of the Property arising from conditions discovered by

Buyer's testing, inspection or investigation. This indemnity shall survive the termination of this Agreement.

5.3. Termination. Buyer shall have the right, in its sole discretion, to terminate this Agreement for any or no reason during the Feasibility Period by written notice to Seller, whereupon all rights and obligations of the parties to each other shall cease without further liability. In the event of termination, Seller and Buyer shall instruct the Title Company to cancel the Escrow.

5.4. Title Review.

a. Title Report. Within fifteen (15) days after the Effective Date, Seller shall deliver to Buyer a current preliminary title report for the Property prepared by the Title Company, together with legible copies of all documents referred to in the title report (collectively, the "**Title Report**").

b. Approval/Disapproval of Title. Buyer shall have fifteen (15) days after receipt to review the Title Report and to give Seller written notice of any objections to title. If Buyer fails to give Seller written notice of any objections to title, the exceptions to title listed on Schedule B of the Title Report shall be deemed disapproved. Within ten (10) days following its receipt of Buyer's notice, or, if Buyer fails to give Seller the written notice, within thirty (30) days following the receipt by Buyer of the Title Report, Seller shall advise Buyer in writing whether it will remove the exceptions not approved (or deemed disapproved) by Buyer. If Seller fails to so notify Buyer, Seller shall be deemed to have refused to remove the exceptions other than Monetary Liens. If Seller refuses to remove any exception, Buyer, at its election, by written notice to Seller within thirty (30) days following the Seller's notice or if no notice, on the Feasibility Date, may terminate this Agreement. In the event of termination, Seller and Buyer shall instruct the Title Company to cancel the Escrow. If Buyer elects to proceed with the purchase, Buyer shall be deemed to have accepted title in the condition described in the Title Report.

c. New Title Matters. If either party discovers a new title matter that affects the Property and is not reflected in the Title Report, Buyer may object to the new title matter by delivering written notice to Seller within ten (10) days after Buyer receives written notice of the exception. If Buyer fails to so notify Seller, or if the new title matter was caused by Buyer, then the new title matter shall be deemed approved. Seller shall have ten (10) days after notice from Buyer to notify Buyer whether Seller will cause the new title matter to be removed at or before Closing. If Seller fails to so notify Buyer, Seller will be deemed to have elected not to remove the new title matter. If Seller refuses to remove the new title matter, Buyer may terminate this Agreement upon written notice to Seller within thirty (30) days after receipt of Seller's election. In the event of termination, Seller and Buyer shall instruct the Title Company to cancel the Escrow and the Option Fees shall be returned to Buyer. If Buyer does not terminate this Agreement, the new title matter shall be deemed approved. During the pendency of this Agreement, Buyer shall not create any title matter with respect to the Property without Seller's prior written consent, which shall not be unreasonably withheld. In any event, this Section 5.4.c. shall not apply to any title matter created by Buyer.

d. Seller's Refusal to Deliver Title. If, on the Closing Date, title remains subject to any exceptions Seller has agreed to remove pursuant to Section 5.4.b. or c., or if title is subject to an exception that Seller caused to occur after the Effective Date without first obtaining

Buyer's written consent, then Buyer, at its election may terminate this Agreement and seek damages or other appropriate remedies in law or equity.

5.5. Development of the Land. Buyer and Seller acknowledge and agree that Buyer intends to develop the Affordable Project on the Land, in accordance with the Development Plan and Design Review approved by the City of Alameda Planning Board on May 26, 2015 and the Del Monte Warehouse Master Plan (adopted December 2, 2014, City of Alameda Ordinance No. 3115). From and after the Effective Date, Buyer shall have the right to seek all further discretionary governmental or quasi-governmental approvals necessary or desirable to develop the Land as intended (collectively, the "**Entitlements**"). All out-of-pocket costs for any Entitlements necessary or desirable to develop the Land shall be borne by Buyer.

Section 6. Covenants.

6.1. Pre-Closing Mutual Cooperation. Seller and Buyer shall each cooperate with the other (a) to obtain all third party consents required for Seller's assignment to Buyer of Intangible Property and (b) in pursuing the matters required to be performed by the other as set forth in this Agreement, and otherwise shall use commercially reasonable efforts to fulfill the conditions to Closing.

6.2. Seller's Cooperation. Subject to Section 5.5 above, at Buyer's request, Seller shall execute all documents, join in any applications and otherwise use commercially reasonable efforts to cooperate with and assist Buyer in obtaining any Entitlements. Buyer shall pay any reasonable out-of-pocket costs incurred by Seller in connection with obtaining any of the Entitlements. Except at the request of Buyer or with Buyer's prior written consent in Buyer's reasonable discretion, Seller shall not file any applications or seek any approvals with respect to any Entitlements.

6.3. Preservation of the Property. Seller shall not: (a) sell, encumber or transfer any interest in or any portion of the Property between the Effective Date and the Closing Date; (b) take any action that materially and adversely affects title to the Property; or (c) without Buyer's written consent in Buyer's reasonable discretion, enter into any other agreement of any type affecting the Property that will survive the Closing Date or materially and adversely affect Buyer's development of the Property or Buyer's obtaining any Entitlement. Seller shall fully and timely comply in all material respects with any obligations that are applicable to the Property during the period prior to the Closing Date. Seller shall maintain and keep the Property in substantially the same condition and repair as on the date of this Agreement, and all Entitlements, licenses, permits, easements, rights-of-way and other rights affecting the Property shall be maintained in full force and effect. Seller shall not make any improvements or material alterations to the Property without Buyer's prior written consent.

6.4. Documents. Seller shall deliver to Buyer copies of all documents relating to the Property that are received or sent by Seller between the Effective Date and the Closing Date, within five (5) days of receipt or sending. Nothing in this Section 6.4, however, shall be construed as extending Buyer's rights under Sections 3, 5.1, 5.4 or 8.1.

Section 7. Conditions to Closing.

7.1. Seller's Conditions. In the event of exercise of the Option by Buyer, the following are conditions precedent to Seller's obligation to sell the Property:

a. All representations and warranties made by Buyer in this Agreement shall be true when made and shall be true on the Closing Date as if made as of the Closing Date, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller has accepted in writing; and

b. Buyer shall not be in default in the performance of its obligations under this Agreement.

7.2. Buyer's Conditions. In the event of exercise of the Option by Buyer, the following are conditions precedent to Buyer's obligation to purchase the Property:

a. All representations and warranties made by Seller in this Agreement shall be true when made and shall be true on the Closing Date as if made as of the Closing Date, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing;

b. Seller shall not be in default in the performance of its obligations under this Agreement;

c. The Title Company shall be irrevocably committed to issue the Title Policy; and

d. As of the Closing, there shall not be any litigation, appeal or other governmental proceeding pending which could materially and adversely affect Buyer's proposed development of the Property.

7.3. Failure to Satisfy Conditions. In the event that any of the conditions set forth in Section 7.2 are not satisfied or waived by the Closing Date, Buyer shall have the right to terminate this Agreement. In the event of termination, Seller and Buyer shall instruct the Title Company to cancel the Escrow.

Section 8. Closing and Escrow.

8.1. Closing Date. Subject to the conditions set forth in this Agreement, in the event of exercise of the Option by Buyer, the purchase of the Property by Buyer shall take place thirty (30) days after Buyer's exercise of the Option (the "**Closing**" or the "**Closing Date**"). The Closing shall be consummated through the offices of First American Title Company First American Title Company, 6683 Owens Drive, Pleasanton, California, 94588 (the "**Title Company**"), Escrow No. _____; attention _____ (the "**Escrow**").

8.2. Closing Deliveries by Seller. At least one day prior to Closing, Seller shall deposit into Escrow the following documents:

a. A duly executed and acknowledged Grant Deed conveying fee simple title to the Land portion of the Property to Buyer or its assignees permitted under Section 13.7, free and clear of all liens and encumbrances other than the exceptions accepted or deemed accepted by Buyer pursuant to Section 5 and any exceptions created by Buyer with Seller's written consent pursuant to Section 5.c.;

b. A certificate duly executed by Seller in a form satisfactory to Buyer representing that, to the best of Seller's knowledge, all of the representations and warranties made by Seller under this Agreement were true and correct on the Effective Date and are true and correct in all

material respects as of the Closing Date, or if they are no longer true, in what material respect they are untrue, and that Seller has performed all of its obligations under this Agreement;

c. Such documentation as is satisfactory to Buyer to establish that the transaction contemplated by this Agreement is not subject to withholding under FIRPTA or California Revenue and Taxation Code Sections 18805(a)(2) and 26131(a)(2) (the "**Non-Foreign Certification**");

d. Seller's share of the closing costs in immediately available funds; and

e. Such additional documents, including without limitation written escrow instructions consistent with this Agreement, as are reasonably required by the Title Company to close the Escrow and consummate the purchase and sale of the Property under this Agreement.

8.3. Closing Deliveries by Buyer. At or prior to Closing, Buyer shall deposit into Escrow the following:

a. The Purchase Price and all additional amounts due in immediately available funds; and

b. Such additional documents, including without limitation written escrow instructions consistent with this Agreement, as are reasonably required by the Title Company to close the Escrow and consummate the purchase and sale of the Property under this Agreement.

8.4. Assignments. At or prior to the Closing Date, Seller shall deliver in form and substance reasonably acceptable to Buyer such assignments as may be reasonably necessary to close the Escrow and consummate the purchase and sale of the Property under this Agreement. If any third-party consent is required to allow the transfer, Seller shall obtain that consent.

8.5. Prorations. General ad valorem real property taxes payable in the fiscal year in which the Closing Date occurs shall be prorated as of the Closing Date, based on a thirty-day month. If, after Closing, any supplemental real property taxes or any other additional real property taxes or assessments that are applicable to the period prior to the Closing are levied for any reason, including, without limitation, back assessments, escape assessments or any assessments under "Proposition 8," then Seller shall pay all such additional taxes and assessments, to the extent applicable to the period prior to the Closing. Any utility charges, annual permits and/or inspection fees (calculated on the basis of the period covered), and other expenses of the operation and maintenance of the Property shall be prorated as of 12:01 a.m. on the Closing Date on the basis of a 365-day year, unless the Closing Date is in a leap year, in which case expenses shall be prorated on the basis of a 366-day year. Seller and Buyer hereby agree that if any of the prorations cannot be calculated accurately on the Closing Date, then they shall be calculated as soon as reasonably possible after the Closing Date and any adjustments shall be paid within ten (10) days of the subsequent proration together with interest at the rate of 10% per annum if not paid within ten (10) days after demand. The provisions of this Section 8.5 shall survive the Closing.

8.6. Title Policy and Closing Costs. Buyer shall pay the cost of the premium for a standard CLTA owner's policy of title insurance and, if Buyer elects, an ALTA extended

coverage title insurance policy (the "**Title Policy**"), with coverage limits equal to the appraised value of the Property, insuring fee simple title to the Property in Buyer or its assignee, as the case may be, subject only to a lien for real property taxes not yet delinquent, and such other exceptions accepted or deemed accepted by Buyer pursuant to Section 5, together with such endorsements as Buyer may reasonably require. Seller shall pay all transfer taxes. Buyer shall pay all escrow fees and any other costs and charges of the Closing.

8.7. Possession. Possession of the Property shall transfer to Buyer at the Closing.

8.8. Closing. At the Closing, the Title Company shall: (a) record the Grant Deed; (b) issue the Title Policy to Buyer; (c) deduct the Purchase Price from the Closing adjustments owed by Seller; (d) collect all cost and charges of the Closing from Buyer and Seller, calculated pursuant to the prorations and allocations set forth in Section 8.5 and 8.6, above; (e) deliver a conformed copy (showing all recording information thereon) of the Grant Deed and a fully executed original of the Non-Foreign Certification to Buyer; and (f) deliver to the appropriate party such other documentation, agreements and assignments as may be required by this Agreement. The Title Company shall also prepare and sign closing statements showing all receipts by and disbursements from Escrow and deliver copies to Buyer and Seller, and shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code, if applicable.

8.9. Seller Reverter. Notwithstanding anything to the contrary in this Agreement, in the event Buyer Closes on the Property in accordance with this Agreement and fails to obtain the necessary tax credit financing to construct the Affordable Project on or before _____, ownership of the Property shall revert to Seller, subject only to Developer's right to receive the Property under the terms of the DA. In such an event, Buyer agrees to execute all necessary documents necessary to transfer title to the Property back to Seller and shall pay all recording fees or other costs associated therewith.

Section 9. Representations and Warranties.

9.1. Seller's Representations and Warranties. Seller makes the following covenants, representations and warranties for the benefit of Buyer:

a. Documents. As soon as practicable, but in no event later than fifteen (15) days following the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or control relating to the ownership, condition, development and operation of the Property and the rights included in or related to the Property.

b. Authorization. At the time of their execution and delivery, this Agreement and all other documents executed by Seller and delivered by Seller to Buyer are and shall be: (i) duly authorized, executed and delivered by Seller; (ii) legal, valid and binding obligations of Seller (and, with respect to those documents which are instruments of conveyance, sufficient to convey title); and (iii) enforceable in accordance with their respective terms; provided, however, this section 9.1.b. shall not apply to the documents Seller provides to Buyer under Section 9.1.a.

c. No Options. No individual or entity other than Buyer holds any valid and enforceable option, right of first refusal or other right to purchase all or any part of the Property or any interest in the Property.

d. Actions and Defaults. To the best of Seller's knowledge, or as may be disclosed in the documents provided under Section 9.1.a., there are no existing actions, suits, proceedings, judgments, orders, decrees, arbitration awards, defaults, delinquencies or deficiencies pending, outstanding or, to the best of Seller's knowledge, threatened against the Property.

e. Condemnation. Except as described in the Disclosure Schedule attached hereto as Exhibit C, Seller has no notice of any condemnation, environmental, zoning or other land-use regulation proceedings, either instituted, or planned to be instituted, which would detrimentally affect Buyer's proposed use of the Property or the value of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property.

f. Power. Seller has the legal power, right and authority to enter into this Agreement and the instrument referenced in it and to consummate the transactions contemplated by the Agreement.

g. Requisite Action. All requisite actions have been taken by Seller in connection with the entering into of this Agreement, the execution and delivery by Seller of the instruments referenced in it, and the consummation of the transactions contemplated by this Agreement.

h. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions of this Agreement.

9.2. Buyer's Representations and Warranties. Buyer represents and warrants for the benefit of Seller that, at the time of their execution and delivery, this Agreement and all other documents executed by Buyer and delivered by Buyer to Seller are and shall be: (i) duly authorized, executed and delivered by Buyer; (ii) legal, valid and binding obligations of Buyer; and (iii) enforceable in accordance with their respective terms, and further that:

a. Power. Buyer has the legal power, right and authority to enter into this Agreement and the instrument referenced in it and to consummate the transactions contemplated by the Agreement, if that is to occur.

b. Requisite Action. All requisite actions (corporate, partnership or otherwise) have been taken by Buyer in connection with the entering into of this Agreement, the execution and delivery by Buyer of the instruments referenced in it, and the consummation of the transactions contemplated by this Agreement.

c. Authority. The individuals executing this Agreement and the instruments referenced in it on the Buyer's behalf have the legal power, right and actual authority to bind Buyer to the terms and conditions of the Agreement.

Section 10. Condition of Property.

Except for the limited representations contained in Section 9, the parties acknowledge that Seller does not hereby make and has not made any warranties or representations, express or implied, as to the Property's legal, physical, environmental and/or financial condition in the past, now or in the future. In addition, Seller makes no representations, guaranty or warranty as to the Entitlements or of the legal rights, whether granted by Seller or any other governmental entity, the Property or Seller may possess. Buyer will thoroughly investigate and satisfy itself as to the

legal right to develop the Property for Buyer's intended purposes during the Feasibility Period. Buyer expressly acknowledges that no such representations have been made by Seller. Except as otherwise provided in this Agreement, Buyer acknowledges that it is buying the Property in an "AS IS" and "WITH ALL FAULTS" condition, based solely on Buyer's own studies, analyses and investigations.

Section 11. Loss by Casualty or Condemnation.

11.1. Risk of Loss. In the event of any casualty (including without limitation landslide or other substantial earth movement) prior to the Closing Date that materially and adversely affects the capability or suitability of the Property to support the development contemplated by this Agreement or that would or could materially increase the cost of development, Buyer shall have the right to terminate this Agreement.

11.2. Condemnation.

a. If, prior to the Closing Date, any proceedings are commenced to take all or any material portion of the Property by eminent domain, or any individual or entity with the power of eminent domain threatens to take all or any portion of the Property, Buyer shall have the right, in its sole discretion, to terminate this Agreement. If Buyer does not elect to terminate, (i) Buyer shall have the right to participate in the proceedings in order to attempt to maximize the amount of the award, minimize the adverse impact of the taking and otherwise protect its interests; and (ii) the portion of the Property taken shall be excluded from the Property.

b. If the taking is not completed until after Closing, Seller shall deliver to Buyer at Closing all amounts received by Seller on account of the award, together with an assignment of all of Seller's right, title and interest in and to the award for the taking of the Property. All amounts payable to Buyer at Closing pursuant to the preceding sentence may be offset against the Purchase Price.

c. Seller shall notify Buyer in writing immediately upon receipt of notice, and in any event prior to Closing, of any pending or threatened condemnation proceeding against all or any portion of the Property.

d. Seller shall request that the condemning authority allocate any award between the Property and any other property which is the subject of the condemnation.

Section 12. Termination.

12.1. Termination by Seller. In the event of any default under this Agreement by Buyer, which default, (a) if it be a default that can be cured by the payment of money, continues uncured for a period of five (5) Business Days after Buyer's receipt of written notice from Seller, or (b) if it be a nonmonetary default under this Agreement, and the default continues uncured for a period of thirty (30) days (the "**Buyer Non-Monetary Default Cure Period**"), or such longer period as reasonably required for Buyer acting diligently to cure, after Buyer's receipt of written notice from Seller, then in either case Seller shall have the right to terminate this Agreement and all rights of Buyer under this Agreement. Notwithstanding the foregoing, if Buyer commences cure of a nonmonetary default within the Buyer Non-Monetary Default Cure Period, and diligently pursues cure thereafter, the Buyer Non-Monetary Default Cure Period shall be extended for such additional period of time as is reasonably necessary to complete such cure.

12.2. Termination by Buyer. In the event of any default under this Agreement by Seiler, which default, (a) if it be in a default that can be cured by the payment of money, continues uncured for a period of five (5) Business Days after written notice from Buyer to Seller, or (b) if it be a non-monetary default under this Agreement, and the default continues uncured for a period of thirty (30) days after written notice from Buyer to Seller, or such longer period as reasonably required for Seller acting diligently to cure, then in either case Buyer shall have the right to terminate this Agreement and all rights of Seller under this Agreement. In the event of a termination, Buyer may exercise all of its remedies at law or in equity.

Section 13. Miscellaneous.

13.1. Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party shall pay the prevailing party's actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including contempt, garnishment, levy, discovery and bankruptcy. For this purpose, "expenses" include, without limitation, court or other proceeding costs and reasonable experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

13.2. Construction of Agreement. The parties mutually acknowledge that they and their respective attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties may have caused the uncertainty to exist.

13.3. Further Assurances. Each party, at any time before or after the Closing, shall at its own expense execute, acknowledge and deliver any additional deeds, assignments, conveyances and other assurances, documents and instruments reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by such other party, for the purpose of confirming, consummating and effectuating any of the transactions contemplated by this Agreement.

13.4. Notices. All notices, consents, requests, demands or other communications to or upon the respective parties made pursuant to this Agreement shall be in writing and shall be effective for all purposes upon receipt on any Business Day (defined below) before 5:00 PM local time and on the next Business Day if received after 5:00 PM or on other than a Business Day, including, without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, and (iv) transmittal by facsimile or electronic mail, addressed as follows:

To Buyer: [Name]
[Address]
[Facsimile: _____]
[Email: _____]

With a copy to: [Name]
[Address]
[Facsimile: _____]
[Email: _____]

To Seller: [Name]
[Address]
[Facsimile: _____]
[Email: _____]

With a copy to: [Name]
[Address]
[Facsimile: _____]
[Email: _____]

In this Agreement "**Business Days**" means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above.

13.5. Relationship. The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of independent parties to an arm's-length contract for the sale and purchase of real estate.

13.6. Severability. The provisions of this Agreement are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of the Agreement in any other jurisdiction. The unaffected portion and provisions of the Agreement will be enforced to the maximum extent permitted by law.

13.7. Assignability. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective, heirs, executors, administrators, successors and assigns. Buyer shall have the right to assign this Agreement without Seller's consent, provided Buyer gives Seller written notice of any such assignment at least five (5) Business Days prior to Closing. Any purported assignment in violation of the terms of this Agreement shall be void. Any assignment permitted under the terms of this Agreement shall not relieve the assigning party from any liability hereunder.

13.8. Time of the Essence. Time is of the essence in the performance of each party's respective obligations under this Agreement.

13.9. Transaction Expenses. Whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own fees and expenses incident to the negotiation, preparation, execution, authorization (including any necessary meetings or actions) or delivery of this Agreement and in consummating the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of its attorneys, accountants and other advisors.

13.10. Waiver, Modification and Amendment. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that

provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

13.11. Brokers' Fees. Buyer and Seller represent to each other that they have not dealt with any agent or broker in connection with this transaction. Seller and Buyer shall each indemnify, defend and hold the other harmless from and against all liability, costs, damage or expenses (including, without limitation, attorneys' fees and costs) on account of any claims for brokerage commission or finder's fees by anyone else as a result of dealings with the indemnifying party. The provisions of this Section shall survive the Closing and any termination of this Agreement.

13.12. Force Majeure. Performance by either party of its obligations hereunder shall be excused during any period of "**Permitted Delay**." Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay including, without limitation (a) acts of God, including, without limitation, earthquakes, floods, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities, (b) civil commotion; (c) riots or terrorist acts; (d) strikes, picketing or other labor disputes; (e) shortages of materials or supplies; (f) damage to work in progress by reason of fire, floods or other casualties; (g) failure, delay or inability of the other party to act; (h) vandalism; (i) moratoria or other delays caused by restrictions imposed or mandated by governmental entities, but specifically excluding a party's financial inability to perform; or (j) legal or administrative actions related to the development of the Land, or any other third party actions or claims that prevent or delay development of all or a portion of the Land subject to the applicable deadline. The party claiming the benefit of the Permitted Delay shall notify the other Party of its intent to claim a Permitted Delay and the specific grounds of the same within ten (10) Business Days after the occurrence of the conditions which establish the grounds for the claim.

13.13. Entire Contract. This Agreement constitutes the entire contract between the Buyer and the Seller and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

13.14. Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. This Agreement may be executed and delivered by the exchange of electronic facsimile copies, .pdf or other electronic image files of counterparts of the signature page, which shall be considered the equivalent of ink signature pages for all purposes.

13.15. Performance on Day Other Than Business Day. If any date on which a time period scheduled to expire herein is not a Business Day, the date shall be extended to the next Business Day.

13.16. Survival. Any covenant, promise or obligation in this section which is not by expressed language intended to be fulfilled or performed at Closing shall not merge into the Grant Deed but shall remain in full force and effect and be binding on the parties until fully performed or fulfilled.

13.17. Exhibits. The following Exhibits attached to this Agreement shall be deemed to be a part of this Agreement and are fully incorporated by reference.

Exhibit A Legal Description of Land

Exhibit B
Exhibit C

Section 7.c. of the DA
Disclosure Schedule

[SIGNATURES APPEAR ON FOLLOWING PAGE]

BUYER:

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

By: _____
Vanessa M. Cooper
Executive Director

Date: _____

Attest:

Lara Weisiger, City Clerk

Approved as to Form:

Farimah F. Brown
Senior Assistant City Attorney

SELLER:

City of Alameda, a municipal corporation

By: _____
[City Manager]

Date: _____

Recommended for Approval:

Andrew Thomas, City Planner

Andrico Q. Penick
Assistant City Attorney

Authorized by City Council Ordinance No. _____

EXHIBIT C

PROJECT LOCATION

LAND PLANTING

IMP GRASSES AND
SUNDOVER PLANTING

SWALE PLANTING

TP PAVR TYPE 1

TP PAVR TYPE 2

CONCRETE PAVING TYPE 1

CONCRETE PAVING TYPE 2

MENTAL STONE

SWALE TREE -

Quercus agrifolia

GREEN TREE TYPE 1 -

Thuja occidentalis

GREEN TREE TYPE 2 -

Juniperus communis

SHEDDING TREE TYPE 1 -

Quercus agrifolia

SHEDDING TREE TYPE 2 -

Prunus x yedoensis

GREEN TREE TYPE 3 -

Quercus agrifolia

SHEDDING TREE

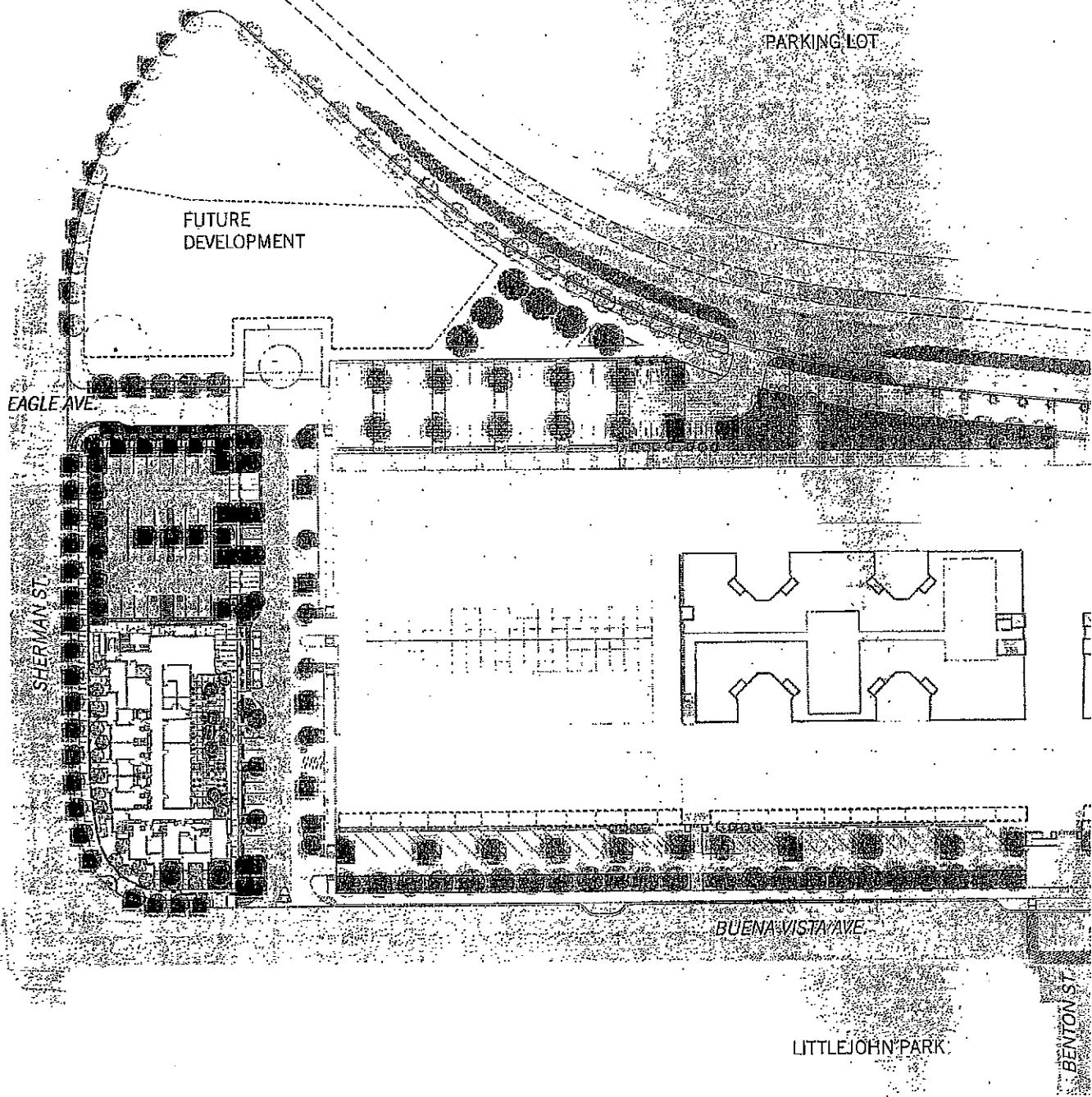
SHEDDING TREE

SHEDDING TREE

SHEDDING TREE

SHEDDING TREE

SHEDDING TREE



DEL MONTE SENIOR HOUSING

ALAMEDA, CA