PHA 5-Year Plan (2010-2014) and Annual Plan (2010)

Housing Authority of the City of Pleasanton, CA (CA-081)

THE CITY OF PLEASANTON

April 15, 2010

PHA 5-Year Plan (2010-2014) and Annual Plan (2010)

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PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011

1.0 PHA Information

PHA Name: Pleasanton Housing Authority PHA Code: CA 081

PHA Type: ☒ Small ☐ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning. (MM/YYYY): 07/2010

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: 50 Number of HCV units: 0

3.0 Submission Type

☒ 5-Year and Annual Plan ☐ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

5.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

PHA Goal: Expand the supply of assisted housing

- Rehabilitation of existing housing to create affordable units.
- Enhancement of opportunities through the existing rental assistance programs. The Housing Authority will support the efforts of the Housing Authority of Alameda County (HACA) to secure commitments from HUD for new Section 8 allocations.
- Support the efforts of BRIDGE Housing to complete construction and rental of a 105 unit assisted living facility on Sunol Blvd. in Pleasanton.

PHA Goal: Improve the quality of assisted housing

- Improve public housing management.
- Increase customer satisfaction.

PHA Goal: Increase assisted housing choices

- Support the efforts of the Housing Authority of Alameda County (HACA) to conduct outreach efforts to potential landlords.

Progress (2005-2009): During the past five years, the PHA has been working on a plan to redevelop Kottinger Place and its neighboring senior development, Pleasanton Gardens (a 40-unit Section 236 / Section 8 elderly rental development at 251 Kottinger Drive) into a new project that would have up to 150 units. The City has made significant progress although a development plan will likely not be approved until 2011-12 due to the complexity of issues surrounding the proposed project. The PHA supported the completion of the Parkview assisted living facility, a collaborative project by the City of Pleasanton and BRIDGE Housing, which opened in February 2007 and includes 31 assisted living units (including housing plus assisted living services) for very low and extremely low income seniors. This new project provides an opportunity for assisted living for elderly residents of Public Housing such as Kottinger Place. The PHA has made strides in improving management by implementing an asset management model at Kottinger Place through its management partnership with Barcelon Associates. The number of management positions / hours on site has been nearly doubled during the past five years with a strong emphasis on maintenance. These combined efforts have led to a decrease in resident complaints and higher resident satisfaction.

HUD Strategic Goal: Improve community quality of life and economic vitality

PHA Goal: Provide an improved living environment

Progress (2005-2009): As noted above (and as detailed in Section 10), the PHA has made a number of physical and administrative improvements at Kottinger Place that have improved the living environment of the residents.

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households

- Provide or attract supportive services to increase independence for the elderly or families with disabilities.

Progress (2005-2009): During the past five-year period, the PHA introduced and gradually increased the hours of an on-site social services coordinator who has had success in providing supportive services to the primarily elderly population at Kottinger Place. The social services coordinator works in conjunction with Pleasanton Gardens (a 40-unit senior complex across the street) to achieve greater management efficiencies and maximum effectiveness.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability;
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability;
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required;

Progress (2005-2009): The PHA benefits from the City of Pleasanton's contractual relationship with ECHO Housing, a nonprofit housing counseling agency, to provide housing counseling, tenant-landlord mediation, discrimination investigation, and related fair housing support to residents of Kottinger Place and greater Pleasanton. The City of Pleasanton completed an updated Analysis of Impediments to Fair Housing in collaboration with the Alameda County HOME Consortium in 2009.

Other PHA Goals and Objectives

- In accordance with the views expressed by residents, including the Resident Advisory Council, during the development of this Plan, the most important goal of the Plan is to preserve the high quality of physical and social amenities provided at Kottinger Place. To accomplish this, our primary objective will be to ensure that adequate provision is made for future maintenance and replacement.

Progress (2005-2009): As noted above (and as detailed in Section 10), the PHA has made a number of physical and administrative improvements at Kottinger Place that have improved the living environment of the residents. This strong emphasis is reflected in the expenditures that have been submitted under the CFP and OFND grants.

6.0 PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

- An updated Procurement Policy was adopted in February 2010 primarily to incorporate revisions to meet the requirements of the American Recovery and Reinvestment Act (ARRA) of 2009.
- The PHA had previously received approval from HUD Headquarters for a Designated Housing Plan (DHP) in December 2003 to designate all 50 units at Kottinger Place as housing exclusively for elderly aged 62 and older consistent with the original intent of the property when it was first opened in 1972. The DHP expired in December 2008. The PHA sought approval of a new DHP in 2009 but was advised by HUD Headquarters that it would not be approved again due to fair housing concerns. Consequently, Kottinger Place no longer has a DHP; however, the waiting list policy will continue to include a priority for elderly applicants aged 62 and older as agreed by HUD Headquarters.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

- Main administrative office of the PHA (123 Main St., P.O. Box 520, Pleasanton, CA 94566)
- PHA development management offices (Kottinger Place, 240 Kottinger Dr., Pleasanton, CA 94566)
- Pleasanton Library (400 Old Bernal Ave., Pleasanton, CA 94566)
- Copies will be made available to PHA (Kottinger Place) residents upon request.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

[n/a]

8.0 Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

A copy of form HUD-50075.1 is attached for the current CFP grant.

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

A copy of form HUD-50075.2 is attached for the Five-Year Action Plan.

8.3 Capital Fund Financing Program (CFFP).

☐ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0	**Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ▪ The waiting list type is Public Housing and is solely for persons seeking residency at Kottinger Place (the only property owned by the PHA) ▪ There are a total of 139 families on the waiting list as of April 2010. ▪ The annual turnover rate is approximately 6 families per year. ▪ The waiting list does not include information on the income levels of prospective applicants ▪ There are no (0) families with children on the waiting list ▪ There are 139 (100%) elderly families on the waiting list. ▪ There are no (0) non-elderly disabled families on the waiting list ▪ The waiting list does not include information on the race/ethnicity of prospective applicants ▪ There are 117 families on the waiting list for studio units and 134 on the waiting list for one-bedroom units (most families are on the list for both units types) ▪ The waiting list is currently closed as of April 2010. It was last opened in April 2007 (36 months ago) The PHA does not expect to reopen the list in the coming PHA Plan year (2010). ▪ The waiting list includes preferences for elderly persons aged 62 and older, Pleasanton residents and relatives of Pleasanton residents, applicants who meet disabled criteria, and certified veterans of the U.S. Armed Forces.
9.1	**Strategy for Addressing Housing Needs**. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.** **Need: Shortage of affordable housing for all eligible populations** Strategy 1: Maximize the number of affordable units available to the PHA within its current resources by: ▪ Employ effective maintenance and management policies to minimize the number of public housing units off-line ▪ Reduce turnover time for vacated public housing units ▪ Reduce time to renovate public housing units ▪ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies Strategy 2. Increase the number of affordable housing units by: ▪ Support the efforts of the Housing Authority of Alameda County and the City of Pleasanton to increase Section 8 allocations and to construct new affordable housing units consistent with the Consolidated Plan **Need: Specific Family Types: Families at or below 30% of median** Strategy 1. Target available assistance to families at or below 30 % of AMI **Need: Specific Family Types: Families at or below 50% of median** Strategy 1: Target available assistance to families at or below 50% of AMI **Need: Specific Family Types: The Elderly** Strategy 1. Target available assistance to the elderly: ▪ Continue to include a priority on the Kottinger Place waiting list for elderly persons aged 62 and older. **Need: Specific Family Types: Families with Disabilities** Strategy 1: Target available assistance to Families with Disabilities: ▪ Support the proposed development of housing for persons with disabilities in Pleasanton. **Need: Specific Family Types: Races or ethnicities with disproportionate housing needs** Strategy 1. Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs: ▪ Affirmatively market to races/ethnicities shown to have disproportionate housing needs ▪ Support the efforts of the ECHO fair housing program to ensure that private housing is available without barriers. Strategy 2. Conduct activities to affirmatively further fair housing **Other Housing Needs & Strategies:** The following factors listed below influenced the PHA's selection of the strategies it will pursue: ▪ Funding constraints ▪ Staffing constraints ▪ Limited availability of sites for assisted housing ▪ Extent to which particular housing needs are met by other organizations in the community ▪ Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA ▪ Influence of the housing market on PHA programs ▪ Community priorities regarding housing assistance ▪ Results of consultation with local or state government ▪ Results of consultation with residents and the Resident Advisory Board

- Results of consultation with advocacy groups

10.0 **Additional Information**. Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

The PHA has made satisfactory progress toward the goals and objectives established in the 5-Year Plan for FY 2005-2009. As noted in the prior plan, the primary emphasis of the Plan is to preserve the high quality of physical and social amenities provided Kottinger Place. To accomplish this, our primary objective has been to ensure that adequate provision is made for future maintenance and replacement.

The following specific accomplishments were made in relation to this overall objective during the previous 5-year Plan period:

- All 50 units received energy efficient refrigerators.
- All 50 units received energy efficient air conditioners
- All 50 units received new weather stripping to improve energy efficiency.
- All 50 units received energy efficient light fixtures and accompanying light bulbs.
- The energy efficiency projects listed above resulted in a savings of approximately 40% to the utility costs for the master-metered complex
- Wood rot repairs were made to the north side carport and approximately six residential buildings (about 15 units)
- A major project to replace the prior antiquated irrigation system was completed
- The exterior of the 3.59 acre property was completely re-landscaped following completion of the irrigation project.
- A new "meditation garden" was designed with resident input and installed in the center of the common area.

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

a. Substantial Deviation from the 5-Year Plan

A "substantial deviation" from the PHA's 5-Year Plan is defined as:

- A change to the PHA's overall mission, or
- A complete change or abandonment of the PHA's identified goals that significantly affect services to residents.

A "substantial deviation" does not relate to meeting identified objectives or delays in implementation of an objective due to the PHA's business needs, emergencies, or circumstances beyond the PHA's control.

b. Significant Amendment or Modification to the Annual Plan

A "significant amendment or modification" to the PHA's 5-Year Plan and Annual Plan is defined as:

- A significant change to the PHA's strategies for meeting the housing needs of families in its jurisdictions, or
- A significant change in the planned use of financial resources.

A "significant amendment or modification" does not relate to identified goals/objectives that are later refined through coordination with the local jurisdictions, city/county planning departments, or local jurisdictions' Consolidated Plan proposals/programs.

11.0 **Required Submission for HUD Field Office Review**. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)
(b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)
(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.
(g) Challenged Elements
(h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only)
(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U S Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U S Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit The information requested does not lend itself to confidentiality

Instructions form HUD-50075

Applicability This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

1.0 PHA Information
Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY)

2.0 Inventory
Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

3.0 Submission Type
Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only

4.0 PHA Consortia
Check box if submitting a Joint PHA Plan and complete the table

5.0 Five-Year Plan
Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903 6). Complete only at 5-Year update.

5.1 Mission. A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

5.2 Goals and Objectives. Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families

6.0 PHA Plan Update. In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must.

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families The description shall include the following information: 1) development name and number; 2) designation type, 3) application status, 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected

7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS, **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking, **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers

(a) **Hope VI or Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at:
http //www hud gov/offices/pih/programs/ph/hope6/index cfm

(b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at:
http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert, **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion See guidance on HUD's website at
http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) **Homeownership** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval

(e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

8.0 Capital Improvements. This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8 3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075 1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

(a) To submit the initial budget for a new grant or CFFP,

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

(c) To record a budget revision on a previously approved open grant or CFFP, e g , additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1 At the end of the program year; until the program is completed or all funds are expended,

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e g , expenditures for emergency work, revisions resulting from the PHAs application of fungibility), and

3. Upon completion or termination of the activities funded in a specific capital fund program year

8.2 Capital Fund Program Five-Year Action Plan

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075 2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year

8.3 Capital Fund Financing Program (CFFP). Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm

9.0 Housing Needs. Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan)

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan)

10.0 Additional Information. Describe the following, as well as any additional information requested by HUD.

(a) Progress in Meeting Mission and Goals. PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification" **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance **(Note: Standard and Troubled PHAs complete annually).**

11.0 Required Submission for HUD Field Office Review. In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged

(h) Form HUD-50075.1, ***Capital Fund Program Annual Statement/Performance and Evaluation Report*** **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2

Attachment 1

PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution

Exhibit A:
Form HUD-50077
PHA Certifications of Compliance
with the PHA Plans and Related Regulations
(including all certifications relating to Civil Rights)

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X *5-Year and/or* X *Annual PHA Plan for the PHA fiscal year beginning* 07/2010 *, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
    (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
    (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
    (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Pleasanton Housing Authority	CA-081
PHA Name	PHA Number/HA Code

X 5-Year PHA Plan for Fiscal Years 2010 - 2014

X Annual PHA Plan for Fiscal Years 2010 - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Steven Bocian	Executive Director
Signature	Date
	4/15/2010

Exhibit B:
Form HUD-50070
Certification for a Drug-Free Workplace
(PHAs receiving CFP grants only)

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of Pleasanton, CA

Program/Activity Receiving Federal Grant Funding

Kottinger Place

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Kottinger Place
240 Kottinger Drive
Pleasanton, CA 94566

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Steven Bocian	Executive Director
Signature X	Date 4/15/2010

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Exhibit C:
Form HUD-50071
Certification of Payments to Influence Federal Transactions
(PHAs receiving CFP grants only)

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Applicant Name

Housing Authority of the City of Pleasanton, CA

Program/Activity Receiving Federal Grant Funding

5-Year / Annual Agency Plan / Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Steven Bocian	Executive Director
Signature	**Date (mm/dd/yyyy)**
	4/15/2010

<u>Exhibit D:</u>
Form SF-LLL
Disclosure of Lobbying Activities
(PHAs receiving CFP grants only)

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[a] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[X] Prime [ ] Subawardee
Tier _____, *if known*:

Congressional District, *if known*: 10

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Pleasanton Housing Authority
P.O. Box 520, Pleasanton, CA 94566

Congressional District, *if known*: 10

6. Federal Department/Agency:

Housing and Urban Development (HUD)

7. Federal Program Name/Description:

Capital Fund Program

CFDA Number, *if applicable*: 14.872

8. Federal Action Number, *if known*:

(not known)

9. Award Amount, *if known*:

$ (not known)

10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):

N/A

b. Individuals Performing Services (*including address if different from No. 10a*) (*last name, first name, MI*):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [signature]
Print Name: Steven Bocian
Title: Executive Director
Telephone No.: 925-931-5002 Date: 4/15/2010

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E:
Form SF-LLL-A
Disclosure of Lobbying Activities Continuation Sheet
(PHAs receiving CFP grants only)

[not applicable]

Exhibit F:
Resident Advisory Board (RAB) Comments

The Resident Advisory Board and other residents met on several occasions prior to the public hearing to discuss issues raised by the proposed 5-Year and Annual Plans Throughout these discussions, there was broad consensus on the following points:

- Kottinger Place is well-managed and generally in very good condition. The Housing Authority's primary goal should be to continue to operate the development as it has in the past, giving particular attention to avoiding deferred maintenance and implementing the recently developed investment program assisted through the CFP and OFND
- Residents have mixed opinions regarding the need to replace Kottinger Place with a newer development (as is the subject of a collaborative effort by the City of Pleasanton, the PHA, and the Pleasanton Gardens Board of Directors). Residents see some benefits but would like to retain certain aspects of Kottinger Place which provides a unique opportunity for Pleasanton seniors
- Kottinger Place should be retained primarily as housing for seniors aged 62 and older consistent with its history and original intended purpose when it was first opened in 1972.
- Security is not a significant problem. Minor vandalism and other problems are similar to those found in any middle-class neighborhood in this area. Police are very responsive and provide fairly frequent bicycle patrols through the development.
- The HUD-mandated planning process continued to place a disproportionate burden on staff and residents since many of the substantive requirements do not apply to Kottinger Place. However, minor improvements have been made during the past five years
- More affordable housing with rents equivalent to Public Housing levels (as opposed to other affordable housing) is needed in Pleasanton

The PHA determined that no changes to the PHA Plan were necessary in order to address these comments.

Exhibit G:
Challenged Elements

[No elements of the PHA Plan have been challenged at this time]

Exhibit H:

Form HUD-50075.1

Capital Fund Program Annual Statement/Performance and Evaluation Report

(PHAs receiving CFP grants only)

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant:**
Pleasanton Housing Authority	Capital Fund Program Grant No: CA39P08150110 Replacement Housing Factor Grant No: Date of CFFP: _____	2010 **FFY of Grant Approval:** 2009

Type of Grant
☒ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no: 1)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	$50,000.00			
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	$50,000.00			
21	Amount of line 20 Related to LBP Activities	$0			
22	Amount of line 20 Related to Section 504 Activities	n/a			
23	Amount of line 20 Related to Security – Soft Costs	n/a			
24	Amount of line 20 Related to Security – Hard Costs	n/a			
25	Amount of line 20 Related to Energy Conservation Measures	n/a			

[1] To be completed for the Performance and Evaluation Report
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Pleasanton Housing Authority	Capital Fund Program Grant No: CA39P08150110 Replacement Housing Factor Grant No: Date of CFFP: _____	2010 FFY of Grant Approval: 2009

Type of Grant
☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no: 1)
☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Steven Bocian	April 15, 2010		

Part II: Supporting Pages

PHA Name: Pleasanton Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CA39P08150110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
CA-081-002	Kottinger Place							
	Site Improvement			$50,000.00				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Pleasanton Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CA39P08150110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Pleasanton Housing Authority					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CA-081-002	6/30/2011				

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Pleasanton Housing Authority					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Exhibit I:
Form HUD-50075.2
Capital Fund Program Five-Year Action Plan
(PHAs receiving CFP grants only)

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/20011

Part I: Summary

PHA Name/Number			Locality (City/County & State) Pleasanton, CA		☒ Original 5-Year Plan	☐ Revision No:
A.	Development Number and Name Kottinger Place CA-081-002	Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011	Work Statement for Year 3 FFY 2012	Work Statement for Year 4 FFY 2013	Work Statement for Year 5 FFY 2014
B.	Physical Improvements Subtotal	Annual Statement	$50,000 (est'd)	$50,000 (est'd)	$50,000 (est'd)	$50,000 (est'd)
C.	Management Improvements					
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		$50,000 (est'd)	$50,000 (est'd)	$50,000 (est'd)	$50,000 (est'd)
L.	Total Non-CFP Funds					
M.	Grand Total					

Part I: Summary (Continuation)

PHA Name/Number Pleasanton Housing Authority	Locality (City/county & State) Pleasanton, CA	☒ Original 5-Year Plan ☐ Revision No:

	Development Number and Name	Work Statement for Year 1 FFY _____	Work Statement for Year 2 FFY _____	Work Statement for Year 3 FFY _____	Work Statement for Year 4 FFY _____	Work Statement for Year 5 FFY _____
		Annual Statement				

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011			Work Statement for Year: 3 FFY 2012		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Kottinger Place (CA-081-002)			Kottinger Place (CA-081-002)		
Annual	Site Improvement		$50,000	Site Improvement		$50,000
Statement						
	Subtotal of Estimated Cost		$ 50,000	Subtotal of Estimated Cost		$ 50,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 4 FFY 2013			Work Statement for Year: 5 FFY 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	Kottinger Place (CA-081-002)			Kottinger Place (CA-081-002)		
Annual	Site Improvement		$50,000	Site Improvement		$50,000
Statement						
	Subtotal of Estimated Cost		$ 50,000	Subtotal of Estimated Cost		$ 50,000

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 2 FFY 2011		Work Statement for Year: 3 FFY 2012	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	Kottinger Place (CA-081-002)		Kottinger Place (CA-081-002)	
Annual				
Statement				
	Subtotal of Estimated Cost	$	Subtotal of Estimated Cost	$

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2010	Work Statement for Year 4 FFY 2013		Work Statement for Year: 5 FFY 2014	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See	Kottinger Place (CA-081-002)		Kottinger Place (CA-081-002)	
Annual				
Statement				
	Subtotal of Estimated Cost	$	Subtotal of Estimated Cost	$

HOUSING AUTHORITY OF THE CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. HA-2010-3

RESOLUTION APPROVING THE SUBMISSION OF THE PHA 5-YEAR PLAN FOR 2010-2014 AND THE ANNUAL PHA PLAN FOR FISCAL YEAR 2010 FOR THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON

WHEREAS, The Housing Authority of the City of Pleasanton has reviewed the draft 5-Year Plan for 2010-2014 and the Annual PHA Plan for fiscal year 2010; and

WHEREAS, The Housing Authority Board of Commissioners approved the submission of the Plans at its meeting of April 15, 2010;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: Approves the 5-Year Plan for 2010-2014 and the Annual PHA Plan for fiscal year 2010 for the Housing Authority of the City of Pleasanton and authorizes staff to submit the Plans to HUD by the appropriate deadline.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED APRIL 15, 2010.

APPROVED:

Daniel Mermelstein, Chairperson
Housing Authority Board of Commissioners

ATTEST:

Steven R. Bocian
Executive Director

Attachment 2

Local Government Certification of Consistency with the Consolidated Plan.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Steven Bocian the Assistant City Manager certify that the Five Year and Annual PHA Plan of the Pleasanton Housing Authority is consistent with the Consolidated Plan of Alameda County HOME Consortium prepared pursuant to 24 CFR Part 91.

April 15, 2010

Signed / Dated by Appropriate State or Local Official

Attachment 3

Fair Housing Documentation Supporting Fair Housing Certifications

Fair Housing Documentation Supporting Fair Housing Certifications

I, Steven Bocian, Executive Director, Pleasanton Housing Authority, certify that the PHA has examined its programs programs, identified any impediments to fair housing choice in those programs, is addressing those impediments in a reasonable fashion in view of the resources available, and is working with the City of Pleasanton to implement any of its initiatives to affirmatively further fair housing that require the PHA's involvement. Further, the Five Year and Annual PHA Plan of the Pleasanton Housing Authority are consistent with the "Analysis of Impediments to Fair Housing Choice" adopted January 2010 by the Alameda HOME Consortium Jurisdictions (of which the City of Pleasanton is a member jurisdiction).

April 15, 2010

Steven Bocian, Assistant City Manager

Date

Attachment 4

Housing Needs Statement of the Consolidated Plan

DRAFT

Consolidated Plan

Housing and Community Development Strategic Plan FY 2010 – FY 2014

THE CITY OF PLEASANTON

Alameda County HOME Consortium

March 31, 2010

INTRODUCTION: GUIDING PRINCIPLES

In September 2009, a multi-jurisdictional subcommittee comprised of commission and staff representatives from the cities of Pleasanton and Livermore held two joint workshops to discuss issues of common interest related to the upcoming preparation by both cities of the respective 5-Year Consolidated Plans. In addition to developing specific priorities, objectives, goals, and measures, the subcommittee developed an overarching set of guiding principles for the next Consolidated Plan. Specifically, the activities and programs supported under this Plan will:

- Be culturally accessible, appropriate and inclusive
- Encourage community engagement and involvement
- Promote energy and resource efficiency
- Encourage networking and information sharing across service providers
- Encourage process streamlining
- Consolidate service delivery

PART I. PRIORITY HOUSING NEEDS

Priority: Increase the availability of affordable rental housing for extremely low income (30%), very low (50%), and low income (80%) households.

Priority Analysis and Obstacles to Meeting Underserved Needs

The need for affordable rental housing in Alameda County has increased dramatically in the past ten years. The need for truly affordable units targeted to low, very low, and extremely low income households far exceeds the supply of affordable rental housing in the Alameda County HOME Consortium. The Alameda County HOME Consortium Housing Needs Analysis indicates that the majority of low income rental households (earning 80 percent or less of the Area Median Income, or AMI) spend more than 30% of their incomes on housing costs.

Affordable housing is in short supply throughout the county. Very high cost housing markets reduce the supply of affordable housing even further. During the past several years, the effect has been exacerbated by increased competition in the rental market due from former homeowners who have been displaced due to foreclosure. As rents increase, subsidies in rental assistance programs also increase, which results in a reduction in the number of persons that can be served in these programs.

In the late 1990's, rents increased significantly while vacancy rates decreased. These trends peaked in 2000-01 and again in 2008. The resulting competition resulted in an extremely tight rental market, notably in Pleasanton and the surrounding Tri-Valley area. Some landlords who had

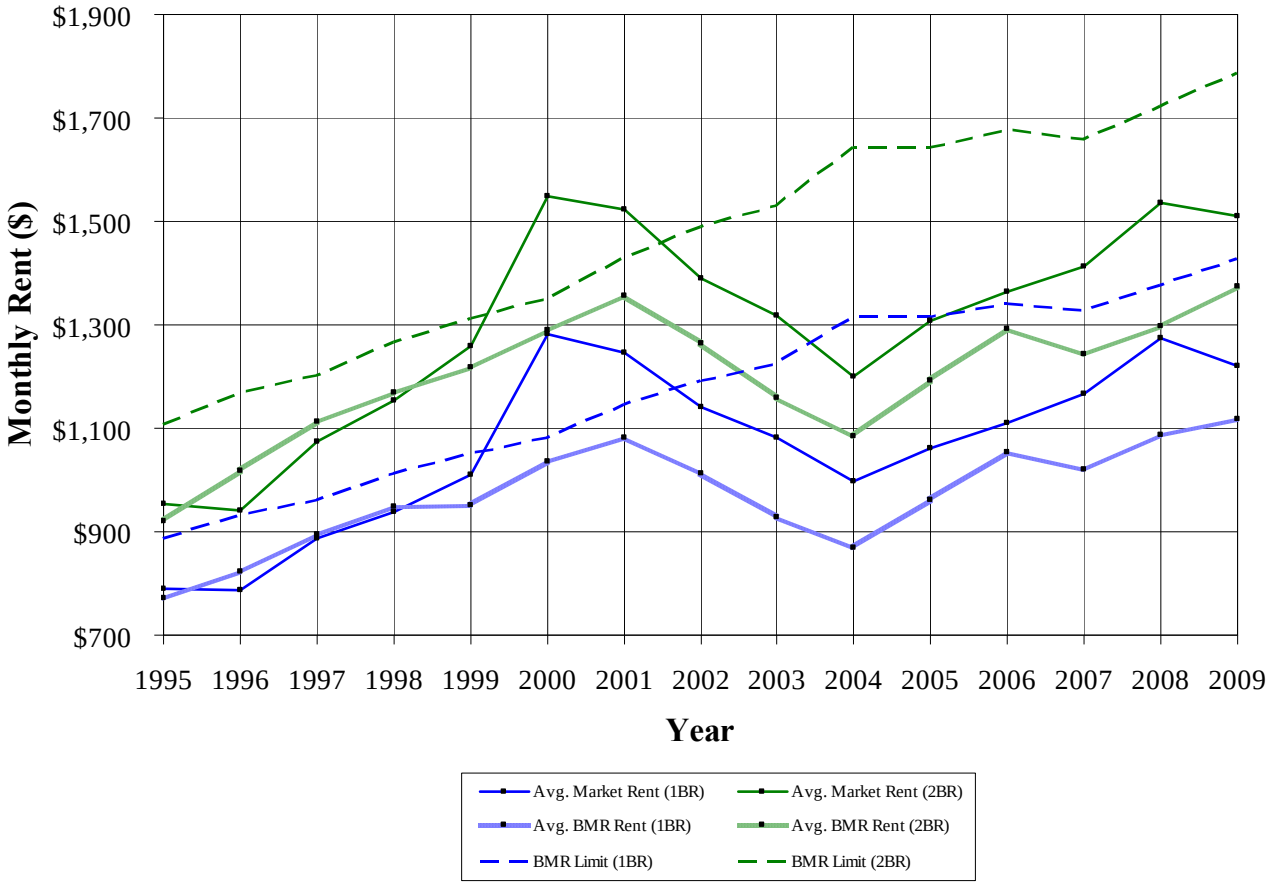
previously accepted Section 8 were no longer willing to do so because of the limitations on the rents that can be charged under the program. Rents have recently indicated a trend toward stabilization after the recent peak reached in 2008. However, the rental market still poses a significant challenge to households in the lower income categories.

Figure 1 shows rent trends in Pleasanton between 1995 and 2009. The figure includes average rents for one- and two-bedroom apartments during the time period as well as the applicable annual maximum limits for below-market rent (BMR) apartments based on 80% of AMI.

Figure 1:

Rent Trends in Pleasanton

1995 - 2009



Data from the 2010 Census are not yet available. The most recent Census from 2000 indicated that there were over 54,992 low income renters in the Alameda County HOME Consortium with a household income less than 80% of AMI. In Pleasanton, the figure is 1,747 households, or 28.7% of all renters. Although the number of low income renters in Pleasanton was (and likely still is) relatively low compared to the county as a whole, the need for affordable housing in Pleasanton is amplified for low income renters due to the dual challenge of limited income and the disproportionately high cost of housing in the area. Table 1 shows household income statistics for Pleasanton renters (based on 2000 Census data).

Table 1:
Pleasanton Households (Renters) by Income Level, 2000

	Households	% of Total	
Extremely Low Income (<=30% Median)	550	9.0%	28.7%
Very Low Income (>30% to <=50% Median)	540	8.9%	
Low Income (>50 to <=80% Median)	657	10.8%	
Moderate and Above (>80% Median)	4,338	71.3%	
Total Households (Renters)	**6,085**	**100.0%**	

Source: 2000 Census – CHAS Data Book

Census information indicated that there were over 86,000 low income renters in Alameda County in 2000. The need for affordable housing is especially acute among extremely low income renters (30% of median income). Over seventy-five percent of extremely low income renters had difficulty finding suitable housing that they can afford. Almost all (92%) extremely low income renters with large families had problems finding housing.

Alameda County Housing and Community Development (HCD) completed an update of its Inventory of Subsidized Rental Housing in Alameda County in 2007. In Alameda County, there are approximately 26,300 rental housing units with long-term affordability and income restrictions (project-based units). The majority of these units are small (e.g., one- and two-bedroom) and are more suitable for singles, elderly and smaller households than for larger families. Of the total designated subsidized units, approximately 10,800 are designated for family housing, 9,500 are designated for senior housing, 1,600 are Single Room Occupancy (SRO) units, and 2,500 units have been identified as accessible to people with disabilities (note that these numbers may overlap with each other or with other types of housing).

Table 2 shows similar information for Pleasanton (again based on the 2000 census). As seen in the table, half of large family households (5 or more persons) who rent were paying more than 30% of their household income for housing, while almost 5% paid more than 50% of their income. For elderly households who rent, nearly 54% paid more than 30% of their income, while 27% paid more than 50% of their income. In most cases, the percentage of households with this type of housing problem increased between 1990 and 2000 based on information collected in the decennial censuses.

The 2000 Census did not reveal any clear trends regarding housing problems among minorities. However, census data from 1990 and 2000 indicate a gradual shift toward greater ethnic diversity in Pleasanton, and a continuation of this trend is expected in the 2010 Census. Therefore, the City will continue to monitor housing trends among different ethnic groups in the future.

In 2005, it was reported that a sizeable portion of the subsidized units in Alameda County faced conversion to market-rate rents in the near future. This trend appears to have stabilized over the past five years through the addition of new subsidized units combined with a softening of the rental market. Nevertheless, the potential loss of rent-restricted units continues to be an on-going concern throughout the county.

A total of 98 below-market rental units in two Pleasanton apartment complexes reverted to market rates between 2005 and 2010 due to the expiration of regulatory agreements. This occurred in spite of the City's efforts to create financial and other incentives for apartment owners to extend the agreement terms. These trends indicate that very low income families face an increasing risk of becoming homeless, experiencing overcrowded housing conditions and/or paying precariously high percentages of their incomes for housing. In response to this trend, all City regulatory agreements since 2001 have required that the affordability restrictions remain in place in perpetuity (e.g., Archstone Hacienda Apartments, The Kensington).

Most subsidized housing developments with units for very low income households have long waiting lists, and the waiting time can be two years or more. Section 8 and Public Housing programs within the HOME Consortium have approximately 10,000 households on their waiting lists. The number of landlords who are willing to provide subsidized housing will still not keep up with demand, even with these additional vouchers.

There are approximately 6,800 Section 8 vouchers in use in the portion of the county administered by the Housing Authority of Alameda County, or HACA (Pleasanton, Dublin, Castro Valley, Emeryville, Fremont, Hayward, Newark, San Leandro, San Lorenzo, Union City, and the unincorporated county). Approximately 17,600 more vouchers are in use in other areas of Alameda County. When HACA last opened its waiting list in December 2001 (it has been closed since that time), 12,560 applications were received. However, only 3,500 or about a quarter of these were placed on a waiting list (through a lottery process).

Table 2: Housing Problems by Income Level and Tenure, Pleasanton (1990 and 2000)

RENTERS:

Household by Type, Income, & Housing Problem	Elderly (1 & 2 persons)			Small Related Households (2 to 4 persons)			Large Related Households (5+ persons)			All Other Households			Total Renters		
	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff
Extremely Low Income (<=30% Median)	180	239	32.8%	86	155	80.2%	10	25	150.0%	136	131	-3.7%	412	550	33.5%
Very Low Income (>30% to <=50% Median)	75	159	112.0%	179	207	15.6%	9	18	100.0%	226	156	-31.0%	489	540	10.4%
Low Income (>50 to <=80% Median)	38	53	39.5%	320	285	-10.9%	38	69	81.6%	334	250	-25.1%	730	657	-10.0%
Moderate and Above (>80% Median)	8	189	2262.5%	309	2,099	579.3%	15	315	2000.0%	280	1,735	519.6%	612	4,338	608.8%
Total Households	391	640	63.7%	2,577	2,746	6.6%	281	427	52.0%	2,119	2,272	7.2%	5,368	6,085	13.4%
Paying >30% income for housing (%)	54.5%	53.6%	*-0.9%*	37.9%	36.1%	*-1.8%*	39.9%	49.9%	*10.0%*	44.8%	31.7%	*-13.1%*	41.9%	37.3%	*-4.6%*
Paying >50% income for housing (%)	*25.3%*	*27.0%*	*1.7%*	*10.7%*	*11.6%*	*0.9%*	*3.6%*	*4.4%*	*0.8%*	*12.2%*	*9.0%*	*-3.2%*	*12.0%*	*11.8%*	*-0.2%*

OWNERS:

Household by Type, Income, & Housing Problem	Elderly (1 & 2 persons)			Small Related Households (2 to 4 persons)			Large Related Households (5+ persons)			All Other Households			Total Owners		
	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff	1990	2000	% Diff
Extremely Low Income (<=30% Median)	149	212	42.3%		135			34		114	58	-49.1%	263	439	66.9%
Very Low Income (>30% to <=50% Median)	202	305	51.0%		124			4		138	74	-46.4%	340	507	49.1%
Low Income (>50 to <=80% Median)	217	390	79.7%		308			42		320	140	-56.3%	537	880	63.9%
Moderate and Above (>80% Median)	104	1791	1622.1%		9,894			1720		445	1,829	311.0%	549	15,234	2674.9%
Total Households	1619	2698	66.6%		10,461			1800		11,688	2,101	-82.0%	13,307	17,060	28.2%
Paying >30% income for housing (%)	20.8%	27.0%	*6.2%*		25.2%			31.0%		39.7%	41.4%	*1.7%*	37.4%	28.1%	*-9.3%*
Paying >50% income for housing (%)	*8.7%*	*13.7%*	*5.0%*		*6.8%*			*6.5%*		*4.5%*	*12.8%*	*8.3%*	*5.0%*	*8.6%*	*3.6%*

Source: U.S. Census Bureau (1990 and 2000)

As of March 2010, Pleasanton had 162 households with Section 8 vouchers , including 53 families with children and 100 elderly and/or disabled households (HACA, March 2010). The majority of vouchers were used to rent one-bedroom units, with an average monthly subsidy of slightly less than $500. For families, the average length of participation in the Section 8 program in Pleasanton is approximately four years. The length of participation for elderly and disabled households is longer due to the on-going need for the subsidy. Only 12 Pleasanton households were successful in being selected for HACA's waiting list in the December 2001 application and lottery process.

For the past several years, increasing numbers of Section 8 vouchers have been returned to housing authorities because participants cannot find landlords who are willing to rent to them. HACA has requested and received authorization to charge "exception rents," rent levels that are higher than the Fair Market Rents set by HUD. This allows participants to pay higher rates than currently set for the area by HUD. While this gives tenants the ability to rent units at market rates, it will create a greater cost burden for these participants.

More detailed information regarding rental housing trends and housing affordability can be found in the City's General Plan Housing Element. This document can be viewed on the City's web site (*www.ci.pleasanton.ca.us*). Copies are also available at the Pleasanton Library (400 Old Bernal Avenue, Pleasanton) or at the City of Pleasanton Planning Department (200 Old Bernal Avenue, Pleasanton; tel. 925-931-5600).

Objectives

The objectives presented in this section reflect the broad areas which will be pursued under this priority. Implementation will be contingent on current and projected need, availability of financial and other resources, and regular re-assessment of the proposed objectives and accomplishments.

Five Year Objectives	Five Year Goals	Performance Measures
Promote the production of affordable rental housing by supporting the acquisition, rehabilitation, and new construction of units by non-profit developers. A combination of funds will be used, including federal, state, and local housing program funds.	Identify existing rental properties that might benefit from rehabilitation. Enter into regulatory agreements with owners to ensure long-term affordability (using CDBG and City Housing Funds).	At least 100 rental units will receive rehabilitation, with a minimum of 30 units (15 low and 15 very low income) available at below-market rents in perpetuity for eligible households.
Encourage the inclusion of affordable rental housing by the private sector in new housing developments.	Support the efforts of private developers seeking to develop affordable rental housing in Pleasanton (City financial assistance and fee waivers; tax credits secured by project developers).	There will be 50 additional rental units (30 low income and 20 very low income) constructed that will be available in perpetuity for eligible households.
	Seek opportunities to acquire one or more vacant sites for new affordable rental housing development.	N/A (dependent upon the availability of suitable land).

Five Year Objectives	Five Year Goals	Performance Measures
Support the development of high density rental housing in conjunction with BART stations and other transit centers including a portion of the units as affordable to extremely low and very low income households.	Support the efforts of the Housing Authority of Alameda County to secure additional Section 8 Assistance certificates and vouchers for low and very low income Pleasanton residents.	The number of vouchers held by Pleasanton residents will increase by 50 for the five-year period.
	Encourage the execution of new agreements for Below Market Rate (BMR) units through the Inclusionary Zoning Ordinance in future private multiple family developments.	There will be at least 50 new rental units affordable to low income households for the five-year period.
	Work with ECHO Housing through the agency's contacts to promote opportunities for affordable housing in Pleasanton (provide information to one-third of ECHO's estimated 300 clients per year).	Affordable housing information and referrals will be provided to 500 persons or households during the five-year period.

GEOGRAPHIC DISTRIBUTION

Except where a specific location is indicated, all of the programs listed above will be available throughout the City of Pleasanton. There are currently no concentrations of ethnic groups or special needs populations within the city (with the exception of several large senior housing complexes). The City will continue to monitor demographic trends and will incorporate new or modified policies to address changes that may occur in the future.

Priority: Preserve existing affordable rental and ownership housing households at or below 80% of Area Median Income (AMI).

Priority Analysis and Obstacles to Meeting Underserved Needs

The Alameda County HOME Consortium Housing Market Analysis describes the condition of the Consortium's housing stock, including the existence of substandard rental and ownership housing. According to data collected from the U.S. Census in 2000, about 43% of rental housing stock and 34% of the owner housing stock in the Urban County were defined as having housing problems.

As compared to the County as a whole, Pleasanton's housing stock is in generally excellent condition overall – a reflection of the large percentage of newly built structures. Only 660 units, or 3 percent of the existing housing stock, were built prior to 1950. As shown in Table 3, an additional 34 percent of the existing stock was constructed between 1950 and 1970, while 63 percent was built after 1970.

In the 2000 census, only 60 units, or 0.3 percent of the total housing stock, were found to be lacking complete plumbing facilities, and only 14 units lacked complete kitchen facilities. Eight units lacked adequate heating equipment.

At the same time, the City's Building and Safety Division estimated that no more than 100 units required major rehabilitation and no more than 10 required replacement city-wide. Through the City's housing rehabilitation program (targeted toward lower-income households), approximately 35 dwellings and mobile homes units received minor home repair services, and 6 homes received major rehabilitation work between 2005 and 2009. In addition, many property owners conducted their own rehabilitation work independent of the City's program; there are several hundred older buildings in the Downtown area which have been privately restored and/or which have been well maintained through the years.

In the 2000 census, dwellings had an average of 6.3 rooms per unit. Over time, the trends in new home construction have favored larger units. Consequently, very few examples of overcrowding exist in Pleasanton. Only 3.0 percent, or 694 units, contained more than one resident per room.

Since 2005, the City has rehabilitated relatively few substandard units. This is because of the allocation of most of the City's housing-related resources to meeting housing needs through new construction. At the same time, the City has lost fewer than 5 units to demolition, and in almost all cases these were replaced with a greater number of new units. In the short-term, housing condition is unlikely to change significantly. However, in the next five or ten years, homes that were constructed in the 1950's may begin to experience structural problems unless they have been well maintained or rehabilitated. The 660 units built prior to 1950 will require increasing maintenance to avoid demolition in the long-term. Most of the units with structural problems are located in the Downtown area, which is targeted as a specific plan area to address these and other issues.

Nevertheless, due to the increased cost of housing and the desirability of living in or near the Downtown, a significant number of older single-family homes and two multiple-family residential structures have been rehabilitated independently by the property owners since 2005.

Table 3 – Age of Housing Stock

Year Built	No. of Units	% of Total
2005 – 2009	896	3%
2000 – 2004	1,245	5%
1995 – 1999	2,617	10%
1990 – 1994	1,807	7%
1985 – 1989	5,806	22%
1980 – 1984	1,936	7%
1975 – 1979	2,058	8%
1970 – 1974	4,611	18%
1960 – 1969	3,713	14%
1950 – 1959	589	2%
1940 – 1949	212	1%
Pre1940	448	2%
Total	**25,938**	**100%**

Sources: California Department of Finance, Summary Reports: Alameda County Controlled Population Estimates, 2000 – 2009; U.S. Bureau of the Census, 1990 Census of Population and Housing; City of Pleasanton General Plan 2005-2025.

The incidences of lead paint hazards in the County's older housing stock, which poses dangers for young children living in those dwellings, has been documented in the Consortium's Housing Needs Assessment. According to California Department of Finance, 68% (63,451) of the housing stock in the Urban County was constructed pre-1980's. As shown above, 45% of Pleasanton's housing stock was constructed prior to 1980.

The use of lead paint was banned in 1978. Use of lead paint dwindled in the years prior to 1978; however, there is a potential hazard in a significant percentage of Pleasanton's housing stock. Alameda County's Lead Poisoning Prevention Program has worked since 1991 to mitigate lead-based paint in the housing stock. Starting in July 2010, the City will begin to routinely compile lead paint data for each new residential rehabilitation project processed through the Housing Rehabilitation Program, including assumed lead present, lead safe work practices followed, testing, abatement, and clearance test performed.

Many low income homeowners cannot afford the substantial costs involved in rehabilitating their homes. In Pleasanton's housing rehabilitation program, which is currently administered by Neighborhood Solutions, the average cost of major rehabilitation projects is $35,000 to $40,000 per

unit. The program has seen a steady increase in costs in recent years as the costs of building materials and labor increases. According to the CHAS data there were 2,698 elderly homeowner households in Pleasanton in 2000. Of those households, nearly 20% (517) were extremely low and low income households. The additional rehabilitation needs of the low and moderate income owner-occupied stock creates a priority for programs to preserve that supply.

As of March 2010, there were 860 units specifically reserved for very-low- and low income households in rental apartment complexes in Pleasanton as part of the City's Below-Market-Rate Program regulatory agreements. Of this total, about 565 units were reserved for the elderly and about 295 units for other qualifying households. These units are supported by a variety of assistance sources, including HUD Section 236 funding, CHFA tax-exempt bonds, non-profit consortiums, City funding, and private regulatory agreements through the City's Inclusionary Zoning Ordinance.

Although two projects (with a total of 98 below-market-rent apartment units) lost their affordability restrictions within the past five years, there is currently only one additional project (Pleasanton Gardens, a 40-unit Section 236 / Section 8 development for very low income seniors) facing potential expiration. As noted earlier, all of the regulatory agreements executed by the City since 2001 will not be subject to expiration and will apply in perpetuity by agreement with the affected property owners. In addition, the 40 units at Pleasanton Gardens are owned by an interfaith non-profit group, and it is unlikely that these units will convert to market when the owner becomes eligible to pay off the HUD mortgage in 2010. However, it may be necessary for the City to provide financial and/or technical assistance to ensure that this is the case. The City is currently working on a project to redevelop Pleasanton Gardens in conjunction with another adjacent development, Kottinger Place, that was also developed in the early 1970's.

At present rates for new construction and/or acquisition and rehabilitation, it costs approximately $250,000 or more to create one unit of housing that is comparable in size and rent levels to the units that are at risk of losing their affordability provisions. Therefore, it would cost approximately $10 million to replace the 40 below-market housing units at Pleasanton Gardens. However, as noted earlier, it is anticipated that these units will be preserved through efforts that are currently under way.

The data in Table 2 show that low income households in Pleasanton are highly likely to pay more for housing than they can afford and have other housing related problems. These housing related problems include overcrowding of units, substandard plumbing and electrical, inadequate kitchen facilities, low numbers of affordable units and high rents. The affordability problems facing low income renters in Pleasanton were summarized under the previous Priority and more fully discussed in the Housing Needs Assessment Section.

Objectives

The objectives presented in this section reflect the broad areas which will be pursued under this priority. Implementation will be contingent on current and projected need, availability of financial and other resources, and regular re-assessment of the proposed objectives and accomplishments.

Five Year Objectives	Five Year Goals	Performance Measures
Provide Minor Home Repair assistance to low and moderate income homeowners in order to maintain and preserve their housing.	Maintain and expand the Housing Rehabilitation program (currently administered by Neighborhood Solutions) to increase the number of existing ownership units rehabilitated.	50 very low and 50 low income households will receive housing rehabilitation services over the five-year period, including an estimated 50 percent elderly households.
Promote the preservation of existing owner housing stock occupied by low and moderate income households.	Continue to monitor existing rental units required to be rented at Below Market Rate (BMR) rent levels through City regulatory agreements and encourage the extension of existing BMR agreements through the programs stated in the City's Housing Element policies, including provision of grants and/or technical assistance to management groups and non-profit organizations, tenant groups interested in purchasing their complexes, and other means.	40 affordable units will be maintained affordable to low and very low income households during the five-year period.
Promote the preservation of existing rental housing stock occupied by low and moderate income households.	Continue to monitor the sale of existing PHAP ownership and use available means (resale restrictions under property deeds or City acquisition) to ensure that units are maintained in the ownership of income-eligible households.	Existing units (approximately 90) plus any new units constructed during the period will be maintained affordable to very low, low, and moderate income households during the five-year period.
Use all resources available to preserve restricted or subsidized housing that could potentially opt out or expire; in order to keep units affordable.	Support the efforts of the Housing Authority of Alameda County (HACA) to preserve existing Section 8 vouchers for Pleasanton residents.	The number of Section 8 voucher holders will Pleasanton (currently 162) will remain stable or will increase during the five-year period.

GEOGRAPHIC DISTRIBUTION

Except where a specific location is indicated, all of the programs listed above will be available throughout the City of Pleasanton.

Priority: Assist low and moderate income first time homebuyers.

Priority Analysis and Obstacles to Meeting Underserved Needs

The Alameda County HOME Consortium Housing Needs Analysis documented that a sizable proportion of low income households (80% of AMI) spend over 30% of their incomes on housing costs. Data for Pleasanton echo this statistic, as shown in the preceding Table 2, where it can be seen that 20% of all owner households pay over 30% of their income toward housing, while nearly 9% more pay over 50% of their income. This observation is partly due to the long-term trend of Bay Area household incomes not keeping pace with increasing rental and ownership costs. The gap between median incomes and median home prices is sizable.

In 2009, according to HUD, the median household income (for a family of four) for Alameda County is $89,300, while the countywide median home price was $310,000 (DataQuick, 2009). Although this reflects a 37% decrease during the past five years countywide, median home prices in Pleasanton remained stable during the same period and actually saw a 1% increase. Consequently, in spite of a softening housing market, ownership housing has continued to remain relatively out of reach in Pleasanton since a low income household making $89,300 per year can only comfortably afford to purchase a home with sales price of $257,000 or less.

As described above, sales prices for homes in Pleasanton are higher than the county average. Recent data on house sales compiled by Bay East Association of Realtors® indicate that the median sales price for single-family homes in Pleasanton was approximately $688,000 in 2009, while the median price for condominiums was $391,000. Trends in average and median house sales prices for the past several years are shown in Table 4:

Table 4 – Pleasanton House Sales Prices, 2009

Reprinted with permission of the Bay East Association of Realtors®, July 2009 (www.bayeast.org)

Year	Single Family Homes			Condominiums		
	# Sales	Avg.	Med.	# Sales	Avg.	Med.
2009 *(as of July)*	270	$893,103	$688,000	77	$480,337	$391,000
2008	270	$1,064,371	$845,000	64	$496,578	$442,500
2007	424	$1,117,938	$872,000	114	$552,100	$550,000

With the high cost of ownership housing, combined with a volatile market for housing financing, it is very difficult for even moderate income households to become homeowners. Initial down payment and closing costs, as well as high on-going mortgage and other costs, are significant barriers to homeownership. High rents in the area make accumulation of initial capital needed even more difficult. First time home buyers, who do not have the equity windfall from the sale of their previous home, face increasing costs. Younger working households are moving further out of the

urban areas in order to afford a home, reducing economic vitality, adding to jobs/housing imbalances, and increasing congestion and environmental concerns. The high costs of ownership can also lead to neighborhood destabilization as homeowners sell to investors who then offer the properties for rent, rather than first-time homebuyers who may become long-term residents of the community.

Objectives

The objectives presented in this section reflect the broad areas which will be pursued under this priority. Implementation will be contingent on current and projected need, availability of financial and other resources, and regular re-assessment of the proposed objectives and accomplishments.

Five Year Objectives	Five Year Goals	Performance Measures
Assist moderate and middle income, first-time homebuyers through provision of City-assisted down payment assistance and second mortgage loans.	Continue to offer down payment assistance loans through the Down Payment Assistance program to help bridge the gap between a minimum down payment and first mortgage and increase buying capacity.	Down payment loans will be provided to 20 households during the five-year period.
Continued participation in the Mortgage Credit Certificate (MCC) Program administered by HCD.	Contribute City Housing Funds annually toward the administrative costs of the MCC program by Alameda County HCD.	MCC's will be issued to 25 Pleasanton low and moderate income homebuyers during the five-year period.
Continued participation in American Dream Downpayment Initiative (ADDI) Program administered by HCD.	[Administered by HCD]	[Administered by HCD]
Assist moderate and middle income, first-time homebuyers through dissemination of information on affordable ownership housing opportunities.	Continue and augment efforts to promote opportunities for affordable ownership housing in Pleasanton through the dissemination of information on new housing construction, price trends in new and resale homes, and PHAP assistance, including expansion of existing marketing on the City's web site.	500 households seeking home ownership opportunities will be provided information on City and other programs during the five-year period as measured through additions to the City's ownership mailing list and referrals to the Tri-Valley Housing Opportunity Center.
Assist moderate and middle income, first-time homebuyers through construction of new affordable ownership housing units.	Continue to work with local housing developers to construct additional ownership homes for sale under the Pleasanton Homeownership Assistance Program (PHAP) at affordable prices.	20 new units for low and moderate income homebuyers will be constructed and sold during the five-year period.
Assist moderate and middle income, first-time homebuyers through the establishment of a "clearing house" for home ownership programs in the Tri-Valley area.	Work collaboratively with the cities of Livermore, Dublin, San Ramon, and Danville to continue to support the growth and capacity of the Tri-Valley Housing Opportunity Center (TVHOC) which opened September 2005 in Livermore.	25 households will attain home ownership in Pleasanton during the five-year period.

Five Year Objectives	Five Year Goals	Performance Measures
All homeowner programs will adhere to HUD and EPA lead requirements.		

GEOGRAPHIC DISTRIBUTION

Except where a specific location is indicated, all of the programs listed above will be available throughout the City of Pleasanton.

Priority: Reduce housing discrimination.

Priority Analysis and Obstacles to Meeting Underserved Needs

The Alameda County HOME Consortium Housing Market Analysis shows that Alameda County is racially and ethnically diverse. In 2000, over half of the population was people of color. By the 2010 Census, it is expected that people of color will be in the majority in many communities. Pleasanton is comparatively less diverse, with about 20% of the population comprised of persons of color based on 2000 Census data (see Table 5 below). However, the City's population increased in diversity from 1990, when persons of color comprised only about 10% of the population. This trend is projected to continue in the future as data from the 2010 Census become available. Census data do not show any geographic concentrations of people of color in Pleasanton at this time.

Table 5 – Pleasanton Population by Race/Ethnicity, 2000

Race / Ethnicity	Persons	Percent
Total population	**63,654**	**100%**
One race:	**61,313**	**96.3%**
White	51,203	80.4%
Black or African American	876	1.4%
American Indian and Alaska Native	210	0.3%
Asian	7,444	11.7%
Native Hawaiian and Other Pacific Islander	85	0.1%
Some other race	1,495	2.3%
Two or more races:	**2,341**	**3.7%**
Hispanic or Latino (of any race)	*5,011*	*7.9%*

Eden Council for Hope and Opportunity (ECHO Housing), a local fair housing advocacy organization, reports in recent years it has received increased numbers of fair housing complaints which charge discrimination based on race, ethnicity, family composition and size. A review of the complaints received by ECHO and audits by the agency indicates that these issues have been consistently identified as the basis for complaints.

Fair housing services are provided to reduce housing discrimination. In Pleasanton, these services are currently provided through a contract with ECHO. Services include housing counseling to tenants and landlords on their rights and responsibilities, investigating complaints of housing discrimination, dispute mediation and resolution, and education and training for realtors and property owners on fair housing laws. Tenant / landlord counseling also includes information and referral, mediation/attempted reconciliation, and referral to attorneys or small claims court.

Despite increased knowledge of fair housing law and continued community efforts, discrimination continues to exist. The discrimination has also become much more subtle. In tight housing markets, investigating complaints is harder due to the speed at which vacancies are filled and the hesitancy of tenants to complain due to fear of losing their housing. It also gives the landlords the ability to pick and choose among prospective tenants, which may lead to increased discrimination.

Objectives

The objectives presented in this section reflect the broad areas that will be pursued under this priority. Implementation will be contingent on current and projected need, availability of financial and other resources, and regular re-assessment of the proposed objectives and accomplishments.

Five Year Objectives	Five Year Goals	Performance Measures
Continue to support programs to reduce housing discrimination by investigating complaints, counseling tenants and landlords, and educating the owners and managers of rental housing in Pleasanton through fair housing and complaint investigation services.	Contract annually with ECHO Housing or a similar agency for fair housing and complaint investigations services throughout the City. This service is funded through a combination of City Housing Funds and CDBG funding and includes information and outreach to owners, renters, and buyers concerning their rights and obligations and the support services available in the community.	Based on prior years' case loads, the City estimates the investigation of approximately 100 complaints of discrimination based on race, ethnicity, family composition, and household size during the five-year period.
Continue to support programs to reduce housing discrimination by investigating complaints, counseling tenants and landlords, and educating the owners and managers of rental housing in Pleasanton through tenant/landlord counseling.	Contract annually with ECHO Housing or a similar agency for fair housing and complaint investigations services throughout the City. The service includes mediation services provided by housing counselors and referral to other agencies.	Based on prior years' case loads, the City estimates that counseling services will be provided to approximately 2,000 households during the five-year period.

GEOGRAPHIC DISTRIBUTION

Except where a specific location is indicated, all of the programs listed above will be available throughout the City of Pleasanton.

Table 1: Subsidized Housing Options Available to Pleasanton Residents

Complex	Location (City)	Units (Total)	Units (Aff.)	Program / Affordability Level	Waiting List Information: Total		Studio		1BR		2BR		Elderly		Disabled (Non-Elderly)		Preference for Pleasanton Residents
					# HHs	*Wait*	# HHs	*Wait*	# HHs	*Wait*	# HHs	*Wait*	# HHs	*Wait*	# HHs	*Wait*	
1) Units with Rents at Public Housing Formula Levels (Pleasanton / Tri-Valley Region):																	
Kottinger Place	Pleasanton	50	50	Public Housing	139	*5 to 11*	117	*11*	134	*5*	0	*n/a*	139	*5 to 11*	0	*n/a*	Yes; elderly
Parkview Assisted Living	Pleasanton	105	9	Local Reg. Agrmt.	76	*3-18 mo*	76	*3-18 mo*	0	*n/a*	0	*n/a*	76	*3-18 mo*	0	*n/a*	Yes; elderly
Pleasanton Gardens	Pleasanton	40	40	Sec236 / Sec8	50	*2-4+yr*	35	*2-4+yr*	35	*2-4+yr*	0	*n/a*	80	*2-4+yr*	0	*n/a*	Yes; elderly
Promenade Apts.	Pleasanton	146	8	Tax Credit / Sec8	56	*6-12 mo*	0	*n/a*	15	*6-12 mo*	39	*6-12 mo*	0	*n/a*	0	*n/a*	Yes; disabled
REACH / HOUSE, Inc.	Pleasanton	12	12	HOME / Sec8	20	*2-4+yr*	0	*n/a*	20	*2-4+yr*	0	*n/a*	0	*n/a*	20	*2-4+yr*	Yes; disabled
Ridge View Commons	Pleasanton	200	50	Tax Credit / Sec8	51	*1-12+ mo*	0	*n/a*	42	*1-12+ mo*	9	*1-12+ mo*	51	*1-12+ mo*	10	*1-12+ mo*	Yes; elderly
Arroyo Vista	Dublin	150	150	Public Housing	Waiting list closed; property undergoing conversion												Yes
Arbor Vista	Livermore	80	80	Sec202	30	*6-24 mo*	0	*n/a*	30	*6-24 mo*	0	*n/a*	30	*6-24 mo*	0	*n/a*	No
Arroyo Commons	Livermore	12	12	Sec811	10	*1-3+ yr*	0	*n/a*	10	*1-3+ yr*	0	*n/a*	0	*n./a*	10	*1-3+ yr*	Yes; disabled
Carmen Ave. Apts.	Livermore	29	29	HOME/Hsg Trust	89	*1-3+ yr*	22	*1-3+ yr*	43	*1-3+ yr*	17	*1-3+ yr*	0	*n/a*	20	*1-3+ yr*	Yes; disabled
Las Posadas / Leahy Square	Livermore	134	134	Public Housing	200	*2-4+ yr*	0	*n/a*	75	*2-4+ yr*	125	*2-4+ yr*	25	*2-4+ yr*	20	*2-4+ yr*	Yes (Las Posadas)
Lorenzo Creek	Castro Valley	28	28	HOME/Hsg Trust	3	*6-24 mo*	3	*6-24 mo*	3	*6-24 mo*	3	*6-24 mo*	0	*n/a*	3	*6-24 mo*	Yes; disabled
Fremont Oak Gardens	Fremont	51	51	HOME/Other	25	*1-3+ yr*	0	*n/a*	25	*1-3+ yr*	0	*n/a*	25	*1-3+ yr*	25	*1-3+ yr*	Yes; disabled
Total:		1,037	653		749		253		432		193		426		108		
2) Section 8 / Public Housing Administered by Housing Authorities Serving Tri-Valley Area:																	
HACA (Alameda County)	(various)	6,403	6,403	Sec8 (cert/voucher)	1,048	*1-10 yr*	(Not tracked by unit size)						62	*1-10 yr*	173	*1-10 yr*	No; by application
HACA (Alameda County)	(various)	230	230	Public Housing	1,247	*1-7+ yr*	0	*n/a*	272	*1-4+ yr*	903	*1-10 yr*	142	*1-10 yr*	256	*1-10 yr*	No; by application
Livermore	Livermore	718	718	Sec8 (cert/voucher)	1,800	*2-4+ yr*	(Not tracked by unit size or elderly / disabled status)										No; by application
3) Tri-Valley Housing Scholarship Program (Funded by City of Pleasanton; Administered by Abode Services):																	
(Tenant-based)	Pleasanton	6	6	HOME	15	*3-6+ mo*	0	*n/a*	5	*3 to 6+*	10	*3 to 6+*	0	*n/a*	3	*3 to 6+*	Yes
4) Units in Other Subsidized Rental Complexes in Pleasanton (Below-Market; Could be Combined with Section 8):																	
Archstone Hacienda Apts.	Pleasanton	540	135	80% AMI													Yes; family
Division St. Apts.	Pleasanton	20	20	50-80% AMI													Yes; elderly
Gardens at Ironwood	Pleasanton	172	138	50-60% AMI													Yes; elderly
Kensington Apts.	Pleasanton	100	31	50-80% AMI													Yes; family
Ridge View Commons	Pleasanton	200	150	50-60% AMI													Yes; elderly
Parkview Assisted Living	Pleasanton	105	22	50% AMI													Yes; family
Promenade Apts.	Pleasanton	146	60	50-60% AMI													Yes; family
Stanley Junction Apts.	Pleasanton	86	86	50-80% AMI													Yes; elderly

Notes:

Section 1 (top) includes projects with Public Housing level rents that are located in the Tri-Valley area (i.e., the cities of Pleasanton, Livermore and Dublin) as well as "regional housing projects" in the broader region, most of which have received funding from the City of Pleasanton in exchange for a priority for Pleasanton residents. These are generally projects that provide housing for "special needs" groups (e.g., persons with physical / mental / developmental disabilities). Note that some households may be on multiple waiting lists (e.g., 1BR, 2BR, etc.). The projects listed in section 4 are not publicly managed and do not offer rents equivalent to Public Housing levels without Section 8 subsidies; therefore, waiting list information is not provided.

Attachment 5

FY 2010 Approved Operating Budget

KOTTINGER PLACE
PROJECTED OPERATING BUDGET
FOR THE YEAR 2010-11
PREPARED BY BARCELON ASSOCIATES MANAGEMENT CORPORATION

		ACTUAL 2008-2009	ACTUAL Year to Date 7/09-3/10	PROPOSED BUDGET 2010-11 ANNUAL	PROPOSED BUDGET 2010-11 MONTHLY	BUDGET PERCENT CHANGE from 2008-09
3000	**INCOME**					
3110	RENT	175,873	122,876	155,000	12,917	-11.87%
3610	OPERATING INTEREST	2,383	1,754	2,000	167	-16.07%
3690	OTHER INCOME	705	295	400	33	-43.26%
3691	LAUNDRY	1,050	400	1,100	92	4.76%
3692	CABLE TV	26,004	19,213	26,830	2,236	3.18%
3693	OPERATING SUBSIDY	160,061	138,873	155,000	12,917	-3.16%
	TOTAL INCOME	**366,076**	**283,411**	**340,330**	**28,361**	**-7.03%**
4000	**PROJECT EXPENSES**					
4100	**ADMIN. EXPENSES**					
4110	ADMIN. SALARIES	41,603	34,709	42,520	3,543	2.20%
4112	PAYROLL TAXES & TAX	7,251	6,035	7,134	595	-1.61%
4113	OTHER PAYROLL EXPENSE	9,154	6,458	9,041	753	-1.23%
4120	MANAGEMENT FEE	24,052	18,000	30,000	2,500	24.73%
4150	OTHER ADMIN. EXPENSES	6,163	3,270	4,600	383	-25.36%
4170	AUDIT FEES	7,140	7,110	7,466	622	4.57%
4190	SUNDRY ADMIN EXPENSES	89	95	100	8	0.00%
4191	OFFICE SUPPLIES	2,549	833	2,000	167	-21.54%
4192	POSTAGE	814	280	400	33	-50.86%
4193	TELEPHONE	1,958	2,646	3,700	308	88.97%
4194	ADVERTISING	75	105	150	13	100.00%
	TOTAL ADMIN. EXPENSES	*100,848*	*79,541*	*107,111*	*8,926*	*6.21%*
4200	**TENANT SERVICES**					
4210	SERVICE COORDINATOR	8,509	6,389	8,518	710	0.11%
4220	RECREATION SUPPLIES	1,397	716	1,500	125	7.37%
	TOTAL TENANT SERVICES	9,906	7,105	10,018	835	*1.13%*
4300	**UTILITY EXPENSES**					
4310	WATER	8,167	6,654	9,316	776	*14.07%*
4320	ELECTRICITY	33,811	14,721	25,000	2,083	*-26.06%*
4330	GAS	29,635	16,888	25,000	2,083	*-15.64%*
4390	SEWER	7,585	5,072	7,000	583	*-7.71%*
4391	CABLE TV	26,435	14,202	26,830	2,236	1.50%
	TOTAL UTILITIES	*105,633*	*57,537*	*93,146*	*7,762*	*-11.82%*
4400	**ORDINARY MAINTENANCE**					
4410	MAINTENANCE SALARIES	28,465	22,021	30,829	2,569	8.31%
4420	MATERIALS/SUPPLIES	4,949	5,812	8,137	678	64.41%
4430	CONTRACT COSTS	117	5,452	7,633	636	6423.76%
4431	JANITOR CONTRACT	6	225	315	26	5150.00%
4432	EXTERMINATING	1,777	1,299	1,819	152	2.34%
4433	TRASH REMOVAL	3,192	3,192	4,469	372	40.00%
4434	GROUNDS/LANDSCAPING	21,061	12,474	17,464	1,455	-17.08%
4435	PLUMBING REPAIRS	6,895	7,952	11,133	928	61.46%
4436	ELECTRICAL REPAIRS	4,301	2,970	4,158	347	-3.32%
4437	HEAT/COOL REPAIRS	2,505	1,596	2,234	186	*-10.80%*
4438	APPLIANCE REPAIRS	1,124	100	140	12	*-87.54%*

KOTTINGER PLACE
PROJECTED OPERATING BUDGET
FOR THE YEAR 2010-11
PREPARED BY BARCELON ASSOCIATES MANAGEMENT CORPORATION

	ACTUAL 2008-2009	ACTUAL Year to Date 7/09-3/10	PROPOSED BUDGET 2010-11 ANNUAL	PROPOSED BUDGET 2010-11 MONTHLY	BUDGET PERCENT CHANGE from 2008-09
4439 PAINTING SUPPLIES	1,569	2,637	3,692	308	*135.30%*
4440 OTHER MAINT. EXP.REPAIR	0	0		0	*#DIV/0!*
4450 OTHER MAINT. EXP. CARPET	460	120	168	14	*-63.48%*
4460 JANITOR SUPPLIES	802	952	1,333	111	*66.18%*
4470 SECURITY SUPPLIES	1,226	335	469	39	*-61.75%*
4490 OTHER MAINT. EXPENSES	1,461	1,145	1,603	134	*9.72%*
TOTAL REPAIRS & MAINT.	*79,910*	*68,282*	*95,595*	*7,966*	*19.63%*
4500 GENERAL EXPENSES					
4540 EMPLOYEE BENEFIT CONTR.	11,919	8,888	12,264	1,022	*2.89%*
4590 OTHER GENERAL EXPENSES	0	0	0	0	0.00%
TOTAL GENERAL EXPENSES	*11,919*	*8,888*	*12,264*	*1,022*	*2.89%*
4616 EXTERIOR REPLACEMENT	0	0	0	0	
CASUALTY LOSSES				0	*0.00%*
TOTAL OPERATING EXPENSES	**308,216**	**221,353**	**318,134**	**26,511**	**3.22%**
FUND INCREASE (DECREASE)	*57,860*	*62,058*	*22,196*	*1,850*	*-61.64%*
4600 EXTRAORDINARY MAINT.					
4110 ADMINISTRATIVE COSTS	20	0	1,000	83	
4612 APPLIANCE REPLACEMENT	113	4,461	5,000	417	*4324.78%*
4613 INTERIOR REPLACEMENT	1,149	3,720	4,000	333	*248.13%*
4614 PLUMBING REPLACEMENT	3,528	4,164	5,000	417	*41.72%*
4615 HEAT/AIR REPLACEMENT	800	0	2,000	167	*150.00%*
4410 MAINTENANCE SALARY	852	32	1,000	83	
4616 EXTERIOR REPLACEMENTS	350	0	1,500	125	*328.57%*
4454 GOUNDS - LANDSCAPING	1,425	0	2,000	167	*40.35%*
*TOTAL CFP EXPENDITURES**	*8,237*	*12,377*	*21,500*	*1,792*	*161.02%*

This budget was approved as submitted by the City of Pleasanton Housing Authority on April 15, 2010.

Steven Bocian, Executive Director

4/15/2010
Date

Footnotes to the 2010-2011 Budget for Kottinger Place

The footnotes below are for line items in the budget that are not self-explanatory

INCOME

3110 Rent

Based on projected income from tenant rents; projected rent revenue is slightly below current levels as applicants on wait list are likely to have lower average income than current residents.

3610 Operating Interest

Based on interest from operating account; as the economy is still stagnant, we are anticipating a flat amount of interest revenue based on current year's income.

3690 Other Income

Interest from Operating Reserve accounts; this is a conservative estimate on income from the operating reserve accounts, based upon lower available interest rates upon the maturity of current certificates of deposit, etc.

3691 Laundry Income

Based on 2008/2009 income with no expected increase.

3692 Cable TV

Based on YTD amounts annualized with a 5% increase.

3693 Operating Subsidy

Based on the grant award for FY2010, the grant amount would be calculated at $173,606, or $14,467 monthly, however, as the grant amount is only a HUD estimate and may be reduced, this budget shows an anticipated OFND grant of $155,000. It is anticipated that the actual grant would be closer to $173,606.

EXPENSES *(Note: Please refer to the Payroll Computation Table for detailed payroll information)*

4110 Administive Salary

Administrator; based on an hourly salary of $20.

4120 Management Fee

Based on $50 per unit per month. While this is a significant increase over current fees, it is still $6 below HUD's maximum of $56 per unit per month.

4170 Audit Fees

Based on current year's costs with a 5% estimated increase

4194 Advertising

Cost for personnel advertising as well as advertising for closing the waiting list

4210 Service Coordinator
Based on hourly rate of $26.23 (a 3% increase); 5 hours per week plus supervision costs

4310 Water
Annualized with a 5% increase

4320 Electricity
Based on current expenses, annualized with a 10% increase.

4330 Gas
Based on current expenses, annualized with a 10% increase.

4390 Sewer
Annualized with a 5% increase

4391 Cable TV
Based on current rates with a 5% increase. This expense is a "pass through" expense, matched by income from residents.

4410 Maintenance Salaries
Based on a full time maintenance tech at $15.00, living on-site.

4432 Exterminating
For insects as well as gophers

4434 Landscape Maintenance
Annualized with a 5% increase

4438 Appliance Repairs
Incidental repairs to refrigerators, stoves and air conditioners

4450 Other Maintenance Expenses
Carpet cleaning, etc.

4470 Security Supplies
Keys and smoke alarms, etc.

4540 Employee Benefit Contributions
This line has increased due to an increase in health insurance costs

4600 Extraordinary Maintenance
This section represents anticipated expenditures from the Capital Fund Program grant. The exact amount of the grant for 2009/2010 is unknown, but is anticipated to be approximately $50,000

Title	Monthly Lodging	Monthly Wage	Hourly Wage	Hours Per Month	Start Month (1-12)	End Month (1-12)	Bonus	Annual Salary	Annual Loddging	Payroll/Lodging %	Payroll Taxes	Workers Comp	Benefits Yes/No	Start Month (1-12)	End Month (1-12)	Annual Benefits
Administrative Salaries																
Accounting Asst.								0	0	0.00%	0.00	0.00				0.00
Admin Asst.								0	0	0.00%	0.00	0.00				0.00
Admin Asst.								0	0	0.00%	0.00	0.00				0.00
Admin Asst.								0	0	0.00%	0.00	0.00				0.00
Occupancy								0	0	0.00%	0.00	0.00				0.00
Receptionist								0	0	0.00%	0.00	0.00				0.00
On-Call								0	0	0.00%	0.00	0.00				0.00
On-Call		100.00						100	0	0.00%	10.75	6.94				0.00
Total Administrative Salaries	**0.00**	**100.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**100.00**	**0.00**	**0.00**	**10.75**	**6.94**	**0.00**	**0.00**	**0.00**	**0.00**
Administrator Salary	**0.00**		**20.00**	**173**	**1**	**12**	**1,000**	42,520	0	0.00%	3469.78	2,950.89	yes	1	12	6,132.00
Janitorial/Cleaning Salaries																
Janitor								0	0	0.00%	0.00	0.00				0.00
Janitor								0	0	0.00%	0.00	0.00				0.00
Total Janitorial/Cleaning Salaries	**0.00**	**0.00**	**0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**	**0**	**0**	**0.00**
Grounds Payroll																
Grounds Person								0	0	0.00%	0.00	0.00				0.00
Grounds Person								0	0	0.00%	0.00	0.00				0.00
Grounds Person								0	0	0.00%	0.00	0.00				0.00
Grounds Person								0	0	0.00%	0.00	0.00				0.00
Total Grounds Payroll	**0.00**	**0.00**	**0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**	**0**	**0**	**0.00**
Repair Payroll																
Maintenance Person								0	0	0.00%	0.00	0.00				0.00
Maintenance Person								0	0	0.00%	0.00	0.00				0.00
Maintenance Person								0	0	0.00%	0.00	0.00				0.00
Maintenance Person								0	0	0.00%	0.00	0.00				0.00
Maintenance Supervisor	748.00		15.00	173	1	12	600	31,740	8,976	18.56%	2875.65	2,825.69	yes	1	12	6,132.00
Total Repair Payroll	**748.00**	**0.00**	**15.00**	**173**	**1**	**12**	**600**	**31,740**	**8,976**	**0**	**2,876**	**2,825.69**	**0**	**1**	**12**	**6,132.00**
Dietary Salaries																
Dietary Staff								0	0	0.00%	0.00	0.00				0.00
Dietary Staff								0	0	0.00%	0.00	0.00				0.00
Dietary Staff								0	0	0.00%	0.00	0.00				0.00
Total Dietary Salaries	**0.00**	**0.00**	**0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**	**0**	**0**	**0.00**
Housekeeping Salaries																
Housekeeper								0	0	0.00%	0.00	0.00				0.00
Housekeeper								0	0	0.00%	0.00	0.00				0.00
Housekeeper								0	0	0.00%	0.00	0.00				0.00
Total Housekeeping Salaries	**0.00**	**0.00**	**0.00**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0.00**	**0**	**0**	**0**	**0.00**
Service Coordinator																
Service Coordinator			**26.23**	**22**	**1**	**12**	**400**	7,325	0	0.00%	777.34	508.34	no			0.00
Service Coordinator Super								0	0	0.00%	0.00	0.00				0.00
Service Coordinator Total	**0.00**	**0.00**	**26.23**	**22.00**	**1.00**	**12.00**	**400.00**	**7,324.72**	**0.00**	**0.00**	**777.34**	**508.34**	**0.00**	**0.00**	**0.00**	**0.00**
BusDriver Salary								0	0	0.00%	0.00	0.00				0.00
GRAND TOTAL	748.00	100.00	61.23	368	3	36	2,000	81,685	8,976	0	7,134	6,291.85	#VALUE!	2	24	12,264.00

Benefit Amount Paid By Site	**511**
Workers' Comp Rate For Site	**6.94**

HOUSING AUTHORITY OF THE CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. HA-2010-2

RESOLUTION ADOPTING THE ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2010/11 FOR THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON FOR KOTTINGER PLACE

WHEREAS, The Housing Authority of the City of Pleasanton has reviewed the proposed Low-Rent Housing Program Operating Budget for Kottinger Place, covering the Fiscal Year 2010/11; and

WHEREAS, The Housing Authority Board of Commissioners approved the proposed Low-Rent Housing Program Operating Budget at its meeting of April 15, 2010;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: Approves the Operating Budget for Fiscal Year 2010/11 for Kottinger Place.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED APRIL 15, 2010.

APPROVED:

Daniel Mermelstein, Chairperson
Housing Authority Board of Commissioners

ATTEST:

Steven R. Bocian
Executive Director

Attachment 6

Public Housing Management and Maintenance Policy Documents

ANNUAL INSPECTION

SITE NAME

RESIDENT NAME: _____ **INSPECTED BY:** _____

ADDRESS: _____ **Unit #** _____

Code: A = Acceptable D = Damaged R = Repair/Replace

	INSPECTION DATE	Cost to Correct
ENTRANCE / HALLS	___/___/___	
Ceilings		$
Closets		
Doors/Door Viewer		
Electrical Outlets/Switches		
Fire Alarms/Equipment		
Floors/Coverings/Baseboards		
Handrails		
Hardware/Locks		
Lighting		
Steps/Landings		
Weatherstripping		
Windows/Coverings/Screens		
LIVING ROOM		
Ceiling		$
Electrical Outlets/Switches		
Floors/Coverings/Baseboards		
Lighting		
Walls/Coverings		
Windows/Coverings/Screens		
DINING ROOM		
Ceiling		$
Electrical Outlets/Switches		
Floors/Coverings/Baseboards		
Lighting		
Walls/Coverings		
Windows/Coverings/Screens		
KITCHEN		
Cabinets/Counter		$
Ceiling		
Closets/Pantry		
Electrical Outlets/Switches		
Exhaust Fan		
Fire Alarms/Equipment		
Floors/Coverings/Baseboards		
Lighting		
Range		
Refrigerator		
Sink/Faucets		
Towel/Paper Bars		
Walls/Coverings		
Windows/Coverings/Screens		

Code: A = Acceptable D = Damaged R = Repair/Replace

	INSPECTION DATE	Cost to Correct
BEDROOM(S)	___/___/___	
Ceilings		$
Closets		
Doors/Locks		
Electrical Outlets/Switches		
Floors/Coverings/Baseboards		
Lighting		
Walls/Coverings		
Windows/Coverings/Screens		
BATHROOM(S)		
Cabinets		$
Ceiling		
Closets		
Curtain rack/Door		
Doors/Locks		
Electrical Outlets/Switches		
Exhaust fan		
Floors/Coverings/Baseboards		
Lighting		
Shower/Tub		
Sink/Faucets		
Toilet		
Towel bar/rod		
Walls/Coverings		
Windows/Coverings/Screens		
OTHER EQUIPMENT		
Air-conditioning unit(s)		$
Doorbell		
Heating Equipment		
Hot-water heater		
Smoke/Fire alarms		
Thermostat		
Other		
Serial # - Oven		
Serial # - Stove		
Serial # - Refrigerator		

ITEM	WORK ORDER NUMBER	COMMENTS	CHARGE TO RESIDENT
			$
			$
			$
			$
			$
			$

*** State reason if damaged and no work order is issued**

_____ / / _____ / /

Resident Signature Date Administrator Signature Date

_____ / /

Resident Signature Date

MOVE IN / MOVE OUT INSPECTION

SITE NAME

RESIDENT NAME: _____ **ADDRESS:** **Unit#**_____ _____

Code: A = Acceptable D = Damaged R = Repair/Replace

	MOVE-IN	PRE MOVE-OUT	MOVE OUT	Cost to Correct
ENTRANCE / HALLS	___/___/___	___/___/___	___/___/___	
Ceilings				$
Closets				
Doors/Door Viewer				
Electrical Outlets/Switches				
Fire Alarms/Equipment				
Floors/Coverings/Baseboards				
Handrails				
Hardware/Locks				
Lighting				
Steps/Landings				
Weatherstripping				
Windows/Coverings/Screens				
LIVING ROOM				
Ceiling				$
Electrical Outlets/Switches				
Floors/Coverings/Baseboards				
Lighting				
Walls/Coverings				
Windows/Coverings/Screens				
DINING ROOM				
Ceiling				$
Electrical Outlets/Switches				
Floors/Coverings/Baseboards				
Lighting				
Walls/Coverings				
Windows/Coverings/Screens				
KITCHEN				
Cabinets/Counter				$
Ceiling				
Closets/Pantry				
Electrical Outlets/Switches				
Exhaust Fan				
Fire Alarms/Equipment				
Floors/Coverings/Baseboards				
Lighting				
Range				
Refrigerator				
Sink/Faucets				
Towel/Paper Bars				
Walls/Coverings				
Windows/Coverings/Screens				

Code: A = Acceptable D = Damaged R = Repair/Replace

	MOVE-IN	PRE MOVE-OUT	MOVE OUT	Cost to Correct
BEDROOM(S)	___/___/___	___/___/___	___/___/___	
Ceilings				$
Closets				
Doors/Locks				
Electrical Outlets/Switches				
Floors/Coverings/Baseboards				
Lighting				
Walls/Coverings				
Windows/Coverings/Screens				
BATHROOM(S)				
Cabinets				$
Ceiling				
Closets				
Curtain rack/Door				
Doors/Locks				
Electrical Outlets/Switches				
Exhaust fan				
Floors/Coverings/Baseboards				
Lighting				
Shower/Tub				
Sink/Faucets				
Toilet				
Towel bar/rod				
Walls/Coverings				
Windows/Coverings/Screens				
OTHER EQUIPMENT				
Air-conditioning unit(s)				$
Doorbell				
Heating Equipment				
Hot-water heater				
Smoke/Fire alarms				
Thermostat				
Other				
Serial # - Oven				
Serial # - Stove				
Serial # - Refrigerator				

ITEM	WORK ORDER NUMBER

*** State reason if damaged and no work order is issued**

COMMENTS	CHARGE TO RESIDENT
	$
	$
	$
	$

Move-In

_____ (Manager to initial) This unit is in decent, safe, and sanitary condition. Any deficiencies identified in this report will be remedied within 30 days of the date the tenant moves into the unit.

_____ (Resident to initial) I have inspected the apartment and found this unit to be in decent, safe, and sanitary condition. Any deficiencies are noted above. I recognize that I am responsible for keeping the apartment in good condition, with the exception of normal wear. In the event of damage, I agree to pay the cost to restore the apartment to its original condition.

Move-Out

_____ (Manager to initial)

____ Agree with move-out inspection

____ Disagree with move-out inspection (if disagree, list specific items of disagreement

_____

_____

_____

_____ (Resident to initial)

_____ (Resident to initial)

Inspected by	Date ___/___/___
Resident Signature	Date ___/___/___
Administrator Signature	Date ___/___/___

Inspected by	Date ___/___/___
Resident Signature	Date ___/___/___
Administrator Signature	Date ___/___/___

APARTMENT VACATING GUIDE

THE FOLLOWING ITEMS, IF APPLICABLE, SHALL BE THE BASIS FOR CHARGES WITHHELD FROM THE RESIDENT'S SECURITY DEPOSIT.

KITCHEN

- ☐ Clean refrigerator and freezer out, including shelves, crisper, and defrost if required. Leave the refrigerator plugged in and the temperature on the lowest setting.
- ☐ Clean cupboards inside and out, under sink, faucet fixtures, and countertops, backsplash and grout (if applicable).
- ☐ Clean and wash walls, ceiling, light fixtures, and shelves. DO NOT USE ABRASIVES.
- ☐ Clean and mop floors.
- ☐ Clean oven, stove, and stove hood including drip pans, rings, and exhaust fan.
- ☐ Clean kitchen cabinets and drawers inside and out. REMOVE ALL SHELF PAPER. Remove adhesive.

LIVING ROOM AND DINING ROOM

- ☐ Clean ceilings and baseboards, wash walls and clean finger marks, or other marks off switch plates, switches, doors and walls. DO NOT USE ABRASIVES.
- ☐ Clean traverse rods, windowsills, windows, sliding doors, clean and vacuum out sliding window tracks.
- ☐ Clean window coverings, drapes and blinds as necessary.

BEDROOMS

- ☐ Clean ceilings and baseboards, wash walls and clean finger marks, or other marks off switch plates, switches, doors and walls. DO NOT USE ABRASIVES.
- ☐ Clean traverse rods, window sills, windows, sliding doors, clean and vacuum out sliding window tracks.
- ☐ Clean window coverings, drapes and blinds as necessary.
- ☐ Clean and vacuum closets and remove clothes hangers. Wash down shelving.

BATHROOMS

- ☐ Clean toilet, toilet tank, vanity bowl, cabinets, and countertops.
- ☐ Clean fixtures.
- ☐ Clean and wash walls, ceiling, doors and ceiling vents. DO NOT USE ABRASIVES.
- ☐ Clean medicine cabinet, drawers and remove all shelf paper and adhesive.
- ☐ Clean and wax floor.
- ☐ Clean shower, tub, shower doors, and shower door runner. Remove soap scum and water build up (extra fine gauge steel wool or plaster scraper will aid in removal.)

GARAGE/CARPORT/STORAGE AREAS

- ☐ Clean floors and shelving.
- ☐ Remove all grease and oil stains from ground and driveways.

PATIOS

- ☐ Clean and sweep concrete patio. Remove all weeds and cut grass if necessary.

GENERAL AREAS

- ☐ Clean all walls and ceilings, switch plates, switches, outlets and other wall fixtures. DO NOT USE ABRASIVES.
- ☐ Replace all burned out light bulbs.
- ☐ Remove nails from walls and fill nail holes with spackle.
- ☐ Remove all of your personal property.
- ☐ Check smoke detectors. Replace battery if necessary.
- ☐ Clean carpet throughout the unit. Arrange with Management for all carpet cleaning.

IF THERE ARE ANY QUESTIONS REGARDING THE ABOVE, PLEASE CONTACT THE MAINTENANCE DIRECTOR OR ADMINISTRATOR OF THE PROPERTY.

SEQUENTIAL MAINTENANCE WORK ORDER STATUS

Property Name: _____

WORK ORDER NUMBER	DATE	UNIT NO.	WORK REQUESTED	COMMENTS REGARDING STATUS – INCLUDING ANTICIPATED COMPLETION	COMPLETED Date	Initials
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PREVENTIVE MAINTENANCE PROGRAMMING CHART

Property Name: _____

Frequency & Month Due	Frequency	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Heater (clean & inspect)	1 / year												
Trees & Shrubs (trim)	1 / year												
Circulator Pumps (oil)	1 / month												
Water Heater (drain residue)	6 months												
Fertilizing	3 months												
Storm Drains (clean)	6 months												
Roof (inspect & repair)	6 months												
Rain Gutters (clean)	Sep / Dec												
Screens (inspect & repair)	1 / year												
Exterior Lighting & Timers	1 / month												
Power Tools (inspect for safety)	1 / month												
Power Equipment (inspect for service)	1 / month												
Fire Equip. Inspection/Sprinkler System Test	6 months												
Fences & Buildings Paint (inspect for damage)	1 / month												
Common Area Carpets (clean)	4 months												
Other													

Emergency & Frequently Used Numbers
Fire
Police
Ambulance
Plumber
Electrician
PG&E
Elevator

Preventive & Service Call Schedule		
SUN		
MON		
TUE		
WED		
THU		
FRI		
SAT		

Weekly Routine Schedule	SUN	MON	TUE	WED	THU	FRI	SAT
Outside Lighting							
Garbage Areas (clean)							
Parking Lot/Walkways (clean)							
Graffiti Patrol (clean)							
Entry Doors/Windows (clean)							
Other							

Position	Name & Unit #	Phone Number
Administrator		
Emergency/On-Call		
Maintenance		
Painter		
Janitor/Grounds		

APARTMENT STATUS CHART

PROPERTY NAME: **ADMINISTRATOR:** **DATE:**

Unit Number	Unit Size	Refrig Replaced Date	Carpet Replaced Date	Vinyl Replaced Date	Blinds Replaced Date	Stove Replaced Date	Garbage Disp. Replaced Date	Toilet Replaced Date	Vanity Replaced Date	Countertop Replaced Date	Bath enclosure Replaced Date	Misc. Item Replaced	Misc. Item Replaced	Misc. Item Replaced
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0 = STUDIO, 1 = 1BEDROOM, 2 = 2 BEDROOMS, 3 = 3 BEDROOMS, 4 = 4 BEDROOMS, 5 = 5 BEDROOMS

EQUIPMENT & APPLIANCE SERVICE RECORD

Property Name: _____

Office _____ Maintenance _____ Grounds _____ Housekeeping _____

TYPE OF EQUIPMENT OR APPLIANCE

Purchased from _____

Invoice Number _____

Date purchased and name of individual authorized purchase _____

Cost _____

Serial Number _____

Model Number _____

Warranty expiration date _____

Extended warranty expiration date (if applicable) _____

Schedule of Preventive Maintenance Inspection _____

Serviced by _____

Date serviced and service invoice number & cost of service _____

Serviced by _____

Date serviced and service invoice number & cost of service _____

Serviced by _____

Date serviced and service invoice number & cost of service _____

Note: Use one sheet for each appliance and/or equipment. If site maintenance staff services equipment, please note this on the form.

WORK SAFETY GUIDELINES

1. No employee is to jeopardize his/her health or safety, or the health or safety of his/her co-workers by rushing or taking shortcuts on safety measures.

2. Material Safety Data Sheets, which outline the hazards and precautions for use of chemicals, are available in the office. Utilize this safety information in your daily use of these substances. For example, chlorine and bleach can be explosive when mixed together; this combination should never be used.

3. Before using any chemicals, read the label directions completely and follow accurately. Read the Material Data Safety Sheet if it is a substance listed with the State as a hazardous substance.

4. Ensure that all toxic and flammables are stored in a well-ventilated area, apart from workshop areas. The Material Data Safety Sheet provides information on proper storage.

5. If the electricity needs to be shut off for any reason because of work being done, a tag should be taped over the switch stating that the system is shut down, and the name of the person who is working on the system.

6. Always use mechanical moving aids such as handcarts and dollies when possible. Get help when needed.

7. Always plan lifting and moving jobs so that the path is clear and you have the help necessary to do the job.

8. All ladders should be inspected prior to each use. Do not use aluminum ladders when making electrical repairs, including minor fixture repairs. Do not use extension ladders unless another adult is present.

9. Do not work on roofs unless another adult is present. Use a lifeline when working on roofs on windy days, or when working near the roof's edge.

10. During work performance, do not leave tools or equipment on walkways (potential trip hazard for residents or other employees).

11. Rings should not be worn when climbing or doing construction-type work. Watches, bracelets, and rings should be removed or covered with electrical tape when making electrical repairs.

12. When painting with toxic-base paints, open windows and ensure adequate ventilation.

13. Ensure safety of power tools and equipment. Check for loose mower blades, bare wires, and short circuits in power tools, safety catches on ladders, etc.

14. Personnel are to wear safety glasses or goggles when performing tasks where flying debris is probable. Example: power lawn edger, power saws, bench grinders, when hammering on steel objects, etc.

15. Hearing protection should be worn when using two-cycle engine equipment such as backpack air blowers or weed eaters.

16. When cutting lawns on hilly areas, never pull the mower up the hill backwards. Heavy boots must be worn when mowing.

SUPERVISORY GUIDELINES

1. Administrator will ensure the safety wear and equipment on onsite, in its proper location, and available to personnel.

2. Ensure that employees are using the correct tools and equipment for the type of work they are performing.

3. If continued heavy lifting is required, ascertain that enough personnel are assigned to handle such tasks.

4. Properties owning or leasing vehicles are to set up a safety and operation inspection schedule of said vehicles.

5. Material Safety Data Sheets, which outline the hazards and precautions for use of chemicals, are to be obtained from vendors for all chemicals used and listed with the State as hazardous substances.

I have read the above guidelines and agree to abide by t hem at all times w hen performing my duties.

Name: _____

Signature: _____ Date: _____

WORK ORDER

WORK ORDER #

Resident Name	Work Order Date / /	Work Order Completion Date / /
Address	Permission To Enter	Yes ( ) No ( )
WORK REQUESTED	Appointment Time	_____:_____
	Call First Yes ( ) No ( )	Phone: ( ) -

MATERIALS USED	
Qty	Item

LABOR	
Time Started	Time Finished

WORK COMPLETED

CONTRACTED SERVICES		
Date	Company Name	Invoice #

SMOKE DETECTOR CHECKED: OK / REPLACE

Detail of costs billed to Resident	
Item	Cost
	$
	$
	$
	$
Total due from Resident	$

Requested by
Resident Signature
Completed by
Approved by

PROPERTY KEY LOG

PROPERTY NAME: _____

Keyholder's Name	Key Location	Date Given	Keyholder's Initials	Date Returned
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This form is to be used for all keys signed out to residents, employees, caregivers, vendors, contractors, or any other persons in possession of any facility key.

SMOKE DETECTOR CLEANING

PROPERTY NAME: _____

DATE	UNIT #	APPT. TIME	COMMENTS
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LANDSCAPE AND MAINTENANCE – SCHEDULE A

Note: Minimum frequency guide only. Some areas will require frequent cycles. Also weather conditions will change frequency.

TOTAL YEARLY	DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
40	Lawn Mowing and Edging	2	2	3	3	4	4	4	4	4	4	3	2
4	Fertilizing		1			1			1			1	
1	Aerating	1											
3	Selective Weed Control			1		1				1			
2	Pre-emergent weed control – other areas		1					1					
2	Pest Control & Lawn				1			1					
3	Tree, Bushes Pest Control		1			1				1			
2	Trimming & Pruning Trees			1									1
3	Trimming & Pruning hedges, ivy, ice plants	1			1							1	
53	Watering Schedule			2	4	8	8	8	8	8	4	2	1

For trimming and pruning shrubs, acquire a pruning guide for different types of shrubs.

APARTMENT TURNOVER CHART

PROPERTY NAME: | **ADMINISTRATOR:** | **MONTH:** | **YEAR:** | **PAGE OF**

UNIT MOVE-OUT STATUS							MAINTENANCE STATUS											MARKETING STATUS					
																		Unit Pre-Lease Status					
Unit Number	Unit Size	30-Day Notice Received	Move-Out Letter Sent Date	Pre-M/O Inspection Date	Actual Move-Out Date	Move-Out Inspection Date	Trash Removed Date	Locks Changed Yes/No	Major Maint. Yes/No	Minor Maint. Date	Paint Compl. Date	Carpet Cleaned Date	Vinyl Cleaned Date	Blinds Cleaned Date	General Clean Date	Detail Inspect Date	Unit Ready Date	New Tenant Name	Sec. Dep. Received	Estimated M/I Date	Actual M/I Date	Rent Charged	COMMENTS
		/	/	/	/	/	/			/	/	/	/	/	/	/	/		$	/	/	$	
		/	/	/	/	/	/			/	/	/	/	/	/	/	/		$	/	/	$	
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(THIS SECTION SHOULD BE COMPLETED USING PEN)							(THIS SECTION SHOULD BE COMPLETED USING PEN)											(THIS SECTION SHOULD BE COMPLETED USING PENCIL)					

0 = STUDIO, 1 = 1BEDROOM, 2 = 2 BEDROOMS, 3 = 3 BEDROOMS, 4 = 4 BEDROOMS, 5 = 5 BEDROOMS

KEY: If item is replaced, write "R" to show a replacement with the date in the date box.

QUARTERLY INSPECTION REPORT

Property Name: _____ Date: _____/_____/_____

Inspection Conducted by: _____

NOTE: If more than one building, use page 1 for each building

EXTERIOR – BUILDING NO. _____	**A=Acceptable M=Maintenance N/A – Not Applicable**	**Comments**
Paint		
Siding/trim		
Patios		
Railing		
Roofs		
Gutters		
Downspouts		
Flashing		
Vents		
Screens		
Windows		
Doors		
Water-heaters		
LIGHTING / FIXTURES	**A / M / N/A**	**Comments**
Walkways		
Parking Areas		
Patios/lights		
Other		
GROUNDS	**A / M / N/A**	**Comments**
Lawns		
Shrubs		
Ground cover		
Trees		
Sprinklers		
Drainage		
Weed Control		
Debris Removal		
Common Area		
Signage		
Sidewalks		
Cobweb Removal		
Fences		
Ramps		
Dumpster Areas		
Parking Spaces		
LAUNDRY ROOM # _____	**A / M / N/A**	**Comments**
Washer Hoses		
Drains		
Floors		
Garbage		
Door Handles/locks		
Lint/traps		

LAUNDRY ROOM # _____	**A=Acceptable M=Maintenance N/A – Not Applicable**	**Comments**
Washer Hoses		
Drains		
Floors		
Garbage		
Door handles/locks		
Lint/traps		
LAUNDRY ROOM # _____	**A / M / N/A**	**Comments**
Washer Hoses		
Drains		
Floors		
Garbage		
Door handles/locks		
Lint/traps		
BATHROOMS	**A / M / N/A**	**Comments**
Sink		
Toilet		
Mirror		
Floor		
Lighting		
Garbage		
MEETING/ACTIVITY RM.	**A / M / N/A**	**Comments**
Floor		
Doors/Locks		
Fire Extinguisher – mounted and date last serviced		
MAINTENANCE SHOP	**A / M / N/A**	**Comments**
Work Area		
Supply/Storage		
Tool Inventory		
Safety Equipment		
Lighting		
Emergency Contacts		
Shut off Location Maps		
Work Order Log – current and updated		
Stock Sheet		
Prevent Maintenance Chart		
Apt. Turnover Chart		
SAFETY	**A / M / N/A**	**Comments**
Fire Extinguisher mounted and date last serviced		
Emergency Exit – Exit Clear		
Emergency Exit sign lit		
Safety Posters Posted Hazardous protruding objects – posts, pipes, etc.		
Holes/depressions in lawns, walks, pavement		
Missing access covers		
Exposed common area wiring		
Earthquake Safety plan		

Date last updated		
Work Safety Guidelines posted		
Elevator inspection posted or on file. Date of last inspection		
OFFICE	**A=Acceptable** **M=Maintenance** **N/A – Not Applicable**	**Comments**
Office hours posted		
No Cash Accepted sign posted		
Fair Housing Posting Posted		
Office Neat and uncluttered		
On-Call Emergency Numbers Posted		
Fire Extinguisher Mounted and Serviced		
Income Limits Posted		
SWIMMING POOL	**A / M / N/A**	**Comments**
Pool Servicing (list if contracted or site monitoring		
Auto Chlorinators		
Safety signs/equipment		
Pool furniture condition		

Overall Comments, if any maintenance is noted list corrective action that will be taken. _____

_____

_____

_____

_____

_____

Inspection submitted to: _____ Date: _____/_____/_____

Reviewed by: _____ Date: _____/_____/_____

DRIVER'S VEHICLE INSPECTION REPORT

Property Name: _____ Location: _____

Date: _____/_____/_____ Time: ____:____ am/pm Vehicle License #:_____

Odometer Reading: _____

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

Initial
- ☐ leaks (oil, fuel, water)
- ☐ engine oil / engine
- ☐ water
- ☐ belts and hoses

Interior
- ☐ windows
- ☐ seats
- ☐ emergency exits
- ☐ entry door
- ☐ trip hazards

Driver Area
- ☐ fire extinguisher
- ☐ emergency equip.
- ☐ driver seat
- ☐ seat belt

Operational Items
- ☐ low air warning
- ☐ air pressure & brakes
- ☐ service brakes
- ☐ parking brake
- ☐ windshield wipers
- ☐ horn / steering

Comfort
- ☐ heat
- ☐ air conditioning
- ☐ rest room
- ☐ PA system
- ☐ lighting
- ☐ cleanliness

Exterior
- ☐ tires and wheels
- ☐ lugs
- ☐ marker lights
- ☐ turn lights
- ☐ brake lights
- ☐ head lights
- ☐ body damage
- ☐ license plates
- ☐ wheelchair lift
- ☐ automatic side doorstep
- ☐ destination sign
- ☐ reflectors
- ☐ mirrors
- ☐ windshield
- ☐ compartment doors
- ☐ fuel cap
- ☐ exhaust system
- ☐ engine noise
- ☐ battery

Remarks: _____

_____

_____

_____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

Driver's Signature: _____

☐ ABOVE DEFECTS CORRECTED
☐ ABOVE DEFECTS NEED NO CORRECTION FOR SAFE OPERATION OF VEHICLE

Mechanic's Signature: _____ Date: _____/_____/_____

Driver's Signature: _____ Date: _____/_____/_____

HAZARDOUS SUBSTANCE STATEMENT

Property Name: _____

Name of Contractor: _____

Address: _____ City: _____ ZIP Code: _____

Phone: (_____)_____-_____

I certify that no chemicals or substances known to the State of California Health and Welfare Agency to cause cancer or reproductive toxicity will be used in work for this site.

I also agree to notify Barcelon Associates Management Corporation, 590 Lennon Lane, #110, Walnut Creek, CA 94598, in writing of any hazardous chemical or substance discovered in my work at the site.

Signed: _____ Date _____

Copy to Property Contractor File

PEST CONTROL SERVICE
NOTICE & ACKNOWLEDGEMENT

Resident is renting from Owner / Agent the premises located at:

Street address		Unit #
City	CA	ZIP Code

California state law (SB 2143) requires that an owner/agent of a residential dwelling unit provide new residents with a notice provided by a registered structural pest control company if a contract for ongoing periodic pest control service is in effect.

Pursuant to law, we are notifying you that the location you are renting and/or the common areas of the community are covered by a contract for standard pest control service. We are also attaching a notice provided by the pest control company containing additional information including pesticides used for extermination.

The undersigned hereby acknowledges that Resident(s) has/have received a copy of this notice and a copy of the notice provided by a registered structural pest control company.

Resident Signature	Date / /
Resident Signature	Date / /
Administrator/Management Agent Signature	Date / /

Copy to Resident file

EMERGENCY CONTACT LIST

BAMC Corporate office: (925) 627-7000

Asset Manager: _____
Home No.: (____)_____-_____ Cell No.: (____)_____-_____

Administrator: _____
Home No.: (____)_____-_____ Cell No.: (____)_____-_____

Site Maintenance Supervisor: _____
Home No.: (____)_____-_____ Cell No.: (____)_____-_____

EMERGENCY: 911 LOCAL NON-EMERGENCY NO.: (____)____-_____

SERVICE	NAME	OFFICE NO.	24-HOUR NO.
Water			
Electric/Gas			
Electrician			
Elevator Co.			
Heating-A/C			
Plumber			
Fire Sprinkler Monitoring and/or Security			
Insurance Co.			
Property Owner and/or Board Representative			
Emergency Restoration Company			

This form is to be kept current and available for accessibility in case of emergency.
Copy provided to BAMC Corporate office.

STOCK ROOM USAGE – INVENTORY CONTROL

Property: _____ Date of Inventory: _____

DATE	ITEM & PART NUMBER	NUMBER IN STOCK	USED	BALANCE	INITIALS
/ /					
/ /					
/ /					
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MECHANICAL EQUIPMENT RECORD

Calendar Year: 20____

Name of Property: _____

Equipment	Scheduled Service Date	Actual Service Date	Company Performing Service
Boilers			
Elevators			
Fire Alarm			
Fire Sprinklers			
Hot Water Heaters			
HVAC			
Irrigation			
Kitchen Systems			
Solar Systems			
Trash Compactor			
Generator			
Co-Generation System			
Playground Equipment			
Laundry Room Equipment			
Pool filtering pump system			
Emergency Pull Cord System			
Remote Pendant Alarm System			
Fire Damper System			

Note: A new form is to be used <u>each</u> calendar year and maintained in a master property file.

UNIT MAKE READY REPORT

PROPERTY: _____ UNIT NO.: _____ TYPE: _____

DATE VACATED: _____/_____/_____ DATE TO BE OCCUPIED: _____/_____/_____

INITIAL INSPECTION BY: _____ DATE: _____/_____/_____

Checklist Before Move-In	Instructions/Comments
Check all plumbing (Toilets, faucets, all plumbing in unit), make sure no leaks.	
Check all appliances (run dishwasher once on each cycle, check for proper operation of refrigerator, disposal, and range).	
Check hardware in unit (all doorknobs, closet hooks, closet rods, door pulls, night locks, door stops, magnetic catches).	
Check windows and screens (no breaks in either). Clean out tracks on all sliding glass windows and doors (make sure they are working correctly). Ensure that all screens are installed where needed.	
Check all walls for holes, seams, cuts, or nail pops.	
Check paint (all walls, ceilings, woodwork trim, which needs to be cleaned or painted). No spots, streaks or scratches.	
Check flooring (all floors cleaned and waxed, carpet vacuumed, parquet block floors or wood strip and asphalt tile included).	
Clean bathroom(s) (tubs, toilets, tile walls, tile floors, vanities, mirrors, utility cabinet, and sinks; all towel bars, toilet paper holders, soap dispenser installed and cleaned).	
Check tile in bathroom(s) for cracks or flaws.	
All baseboards, closet shelves, and electrical outlet plates installed properly.	
All thresholds and metal strips installed where needed.	
Check that all doors close properly, with no rubbing or warping.	

Check that all vents and registers are installed and clean.	
Check heating and air conditioning (when appropriate) to be sure working properly.	
Check that filters are installed in all air handling units or air conditioning units (as appropriate).	
Clean all closets, drawers and cabinets inside and out.	
Clean windows.	
Check all lighting (new bulbs in all fixtures and all fixtures hung and working).	
Check all electrical outlets to be sure that they are working properly.	
Check plumbing for chips or cracks.	
Check front entrance to be sure cleaned and swept, including spider webs.	
Check patio or balcony to be sure cleaned and swept and all rails or fences secure.	
Check drapes and blinds. All drapes or blinds hung on all windows, clean, unstained, and operating properly.	
Check that the following items are in the apartment (if appropriate): 2 ice cube trays, butter dish, 1 garbage disposal stopper, 1 bathroom stopper, 1 broiler pan.	

Final Inspection by: _____ Date: _____/_____/_____

Approved by: _____ Date: _____/_____/_____

EQUIPMENT INVENTORY

Office Equipment

Quantity	Item/Description	Manufacturer	Model Number	Serial Number

Miscellaneous Equipment

Quantity	Item/Description

Grounds Equipment

Quantity	Item/Description

Power Equipment

Quantity	Item/Description	Manufacturer	Model Number	Serial Number

Hand Tools

Quantity	Item/Description

Kitchen Equipment

Quantity	Item/Description	Manufacturer	Model Number	Serial Number

Housekeeping Equipment

Quantity	Item/Description	Manufacturer	Model Number	Serial Number

Laundry Equipment

Quantity	Item/Description	Manufacturer	Model Number	Serial Number

VENDOR AND CONTRACTOR LIST

NAME	ADDRESS	TAX ID #	PHONE #

UNIT APPLIANCE INVENTORY FORM

PROPERTY NAME: _____

Unit #	Type of Appliance	Model Number	Serial Number	Date Purchased

POTENTIAL CLAIMS REPORT

Complete and submit to Barcelon Associates' corporate office within 24 hours of any property damage, resident injury, fire, or police matter, to the attention of Ron Holz and Christine Freeze.

Property Site: _____

Date and time of occurrence: _____

Location of occurrence: _____

Description of occurrence: _____

_____

_____

_____

Witnesses: _____

_____

Staff present/assisting: _____

_____

Police remarks: _____

_____

Police report #: _____ (attach copy of report)

Recommended follow-up action: _____

_____

_____

_____

Date	Signature of Administrator
Date	Signature of Asset Manager

For completion by the Corporate Office

Copied to:
- ❑ Asset Manager
- ❑ Director of Asset Management
- ❑ File: Property / Insurance

INCIDENT INVESTIGATION

RESPONSE AND FORMS

An incident investigation must be completed following every incident or accident.

The purpose of the investigation is to obtain factual information so that the cause can be determined and recurrence prevented. It is not to fix blame.

It is the responsibility of the supervisor to make an immediate report of every incident, "near miss", and accident. The supervisor usually has more information about what occurred than anyone else, and it is up to the supervisor, in most cases, to put into effect whatever measures may be adopted to prevent similar incidents and accidents.

Each investigation should be made as soon after the incident / accident as possible. A delay of only a few hours may allow important facts to be destroyed or removed.

The following items should be covered in the supervisor's incident investigation:

- **Describe injuries or property damage, if any.** Cover what injuries were sustained by employees or others and/or damage to equipment, vehicles or materials. Examples might be:
  - Particle in eye
  - Left arm broken
  - Right index finger lacerated
  - Strain in lower right side of back
  - Drove over bicycle
  - Back Strain
  - Contusion

- **What was involved during the incident / accident?** Cover the items involved and how it occurred. Examples may be:
  - Grinding tool on grinder without safety glasses or guard
  - Standing on three boxes to change light bulb
  - Boxes slipped and employee fell.
  - Feeding unguarded electric meat slicer
  - Employee was loading boxed can goods into cabinet
  - Backing car/van out of driveway
  - Assisting resident to bed or shower
  - Uncooperative resident

- **How was th e incident / accident caused?** Describe unsafe act, unsafe condition or defective equipment or material. This should cover the specific cause of the incident / accident. Examples may be:
  - Failed to have eye shield on grinder and to wear safety glasses
  - Employee stood on boxes instead of ladder
  - Electric meat slicer was not guarded and employee was feeding slicer by hand instead of using hand-feeding tool
  - Lifted and piled boxes improperly
  - Failed to look before backing up the car/van
  - Wheelchair too far from resident
  - Not in correct position to lift load

- **How can thi s be pr evented in the fu ture?** Cover corrective action to prevent recurrence of the incident / accident. Examples may be:
    - Personal protection has been purchased for persons using the scrap grinder, and employees need to be instructed on use of safety glasses with a sign to be posted enforcing the use of this protection.
    - Checked to see that ladders were available and will instruct employees on the use of ladders at the next safety meeting.
    - Will guard machine and provide hand feeding tools
    - Will instruct employees on proper lifting at next safety meeting and review instructions to employees before they begin job
    - Driver has been instructed to check behind the vehicle before backing up, have someone assist while backing or avoid situations that require unnecessary backing
    - Correct placement of wheelchair
    - Obtain assistance to attend to this resident.

MANAGING THE ACCIDENT SCENE

An accident scene is a chaotic place, particularly when injuries are involved. The supervisor will take charge of the site and direct any response activities.

It is important to remember that two concerns take priority at any incident scene:

- Care and treatment of the injured
- Elimination or control of remaining hazards

TREAT THE INJURED FIRST

The care and treatment of the injured will take first priority at the scene. However, when hazardous conditions at the scene present an immediate threat to the health or safety of anyone, including rescue workers, eliminating or controlling the hazard should take priority.

When injuries are encountered at an accident scene, the supervisor should make sure that proper emergency help has been summoned and the victims are given any necessary first aid. If emergency providers are already on the scene, the supervisor should make sure they receive whatever cooperation they need to get the job done. Only authorized first-aid personnel should be administering first-aid treatment. This includes trained employees, emergency medical technicians (EMTs), paramedics and medical personnel.

CONTROLLING REMAINING HAZARDS

After an accident, conditions at the site can remain hazardous. If anything at the scene still presents a danger, restrict access to the area until the hazard can be eliminated or controlled. If there is any uncertainty about conditions at an incident site, do not take chances, keep people out of the area until no danger remains.

ISOLATE THE SITE TO PROTECT PEOPLE AND PRESERVE EVIDENCE

Keep area from being disturbed until it has been inspected. A common way to handle this is to use a brightly colored marking tape, rope, cones, barricades or other types of signs to outline the restricted area. If none of these are available, employees may be posted around the site to keep people out of an area.

INCIDENTS INVOLVING NON-EMPLOYEES

STEP 1 – CARE FOR THE INJURED PERSON(S)

1. Take necessary precautions to ensure that no one else is injured and that the injured person is safe from additional injury.
2. Arrange for first aid or any other necessary emergency treatment. (Note: Do not promise to take care of any medical or hospital bills)
3. Make the injured person as comfortable as possible.
4. Secure injured person's version of the accident.

STEP 2 – SECURE THE NAMES OF WITNESSES

1. Gather the names, addresses, telephone numbers and account of the incident from others in the vicinity.
2. Gather the names, addresses, telephone numbers, and account of the incident from employees. It is important to have the witness reports created in advance. The reports can help generate the pertinent information by prompting the witnesses for the kind of information needed to complete the investigation.
3. Get two or more employees to inspect the scene of the incident and fill out witness reports on what they saw.

STEP 3 – EVALUATE THE CONDITION OF THE PREMISES

1. Analyze and evaluate the premises where the incident occurred for:
   a. Noteworthy problems in flooring, equipment or hazards in the immediate area.
   b. Cleanliness and general housekeeping.
   c. Water and/or moisture (find source of moisture and remedy immediately)
   d. Any objects near the injured person.
   e. If the person was injured by falling objects, determine whether the objects were improperly stored or maintained.
   f. If equipment was involved in the injury, determine whether the equipment was operating properly.
   g. Complete a signed and dated Incident Report and give it to your Administrator
2. Fill out a maintenance report.
3. Preserve pre-incident cleaning/Maintenance/repair records for the area or equipment involved.
4. Take photos of the area. (Note: Do not start investigating the incident scene until after the injured person has been cared for and removed from the area.)

KEY POINTS TO REMEMBER – NON EMPLOYEE

DON'T…

- Apologize for the incident.
- Argue with the injured party about the cause of the incident.
- Reprimand an employee at the scene of an incident.
- Offer to pay all medical bills.
- Admit responsibility. (Responsibility is often a legal conclusion that parties at the scene are not competent to make.)
- Mention insurance.

- Discuss the incident with anyone other than parties within your organization that need the information. Only discuss the incident with outside parties upon the recommendation of your legal counsel.
- Permit investigators to take pictures at the scene without supervision and management approval.

DO…

- Go to the scene of the incident at once.
- Show your concern for the injured parties and safety.
- Secure the scene so that others are not injured.
- Act courteously.
- Act professionally.
- Inspect scene closely.
- Get all essential details.
- Report the incident to your Asset Manager or Director of Assisted Living. In their absence, report the incident to either Senior Vice President or VP of Human Resources at your earliest convenience, no matter how slight the injury.

SUPERVISOR'S INVESTIGATION REPORT
FOR WORKPLACE INCIDENTS / ACCIDENTS

1. Name of Employee involved in incident/accident _____
2. Position _____ Dept. _____
3. Incident Date: _____ Time: _____:_____ AM / PM
4. Place of Incident/Accident _____ Rm/Apt# _____
5. Witness Information:
   Name_____
   Address_____
   Telephone Number_(_____)_____
6. Did you authorize first aid or Doctor? YES NO (If no, give reason):
   _____
7. Did Employee refuse medical treatment? YES NO
8. Did employee leave work? YES NO Date _____ Time ____:____ AM / PM
9. Employee return to work? YES NO Date _____ Time ____:____ AM / PM
10. Describe the incident / accident:
    _____
    _____
    _____

11. Describe nature and extent of injuries, if any:
    _____
    _____
    _____

12. Cause of incident /accident (mark those that apply)

PHYSICAL SOURCES

- Poorly maintained tools or equipment
- Poor housekeeping, slippery floor or tripping hazards
- Unguarded equipment
- Crowded work conditions
- Poor storage practices
- Personal protection and clothing not adequate for hazards
- Insufficient lighting or ventilation
- Cold or hot temperatures
- Other contributing conditions
- _____

UNSAFE BEHAVIORS

- Inadequate instructions
- Did not use assigned personal protective equipment
- Did not follow rules or instructions
- Circumvented safety features
- Used poorly maintained tools and machinery
- Failed to follow established procedures and practices
- Unable to physically perform work
- Other contributing behaviors
- One Employee for 2 person transfer
- _____

13. Actions required to avoid recurrence: _____
_____

(Over)

14. Prepared by:

_____ Date: _____ Time: _____:_____ AM / PM

Supervisor's printed name

_____

Supervisor's Signature

15. Reviewed by:

_____ Date: _____ Time: _____:_____ AM / PM

Administrator's printed name

_____ _____

Administrator's Signature Name of Property

_____ Date: _____ Time: _____:_____ AM / PM

(Corporate Safety Coordinator – Print)

(This form must be completed immediately after attending to injured and incident scene hazards)

This report and all attached additional statements or descriptions must be signed and dated by the person completing the report and attachments and faxed to: Employee Benefits Administrator at (925) 627-7045.

Date Faxed _____

Time Faxed _____ AM / PM

Note: If employee's injury is more than "First-aid", complete an Employer's Report of Occupational Injury or Illness and fax to: Employee Benefits Administrator at (925) 627-7045 within 24 hours of the injury.

EMPLOYEE INJURY REPORT FORM
(To be completed by the injured employee)

Report Date**:** _____

_____ _____
Employee's Name (please print) Department

Months or years in department _____ Months or years doing the task causing injury _____

_____ _____
Name of Supervisor Date and Time Reported to Supervisor

Where did the injury occur? _____ Rm/Apt# _____

Date of the injury _____ Time of injury _____ AM / PM

When did you first report the injury? Date _____ Time _____AM / PM

To whom did you report the injury? Name _____ Title _____

When did you report it to your Supervisor? Date _____ Time _____AM / PM

Do you require medical treatment? YES NO

(Circle One) Are you … RIGHT HANDED LEFT HANDED AMBIDEXTROUS

Describe the accident in detail. Include equipment name(s) and type, what was being processed or handled, dimensions, weight, exact incident location, what you were doing when the incident occurred, injured body area (left, right, or both) and body part, etc.

_____

_____

_____

Continue on reverse side, if needed)

If equipment was involved in the incident, was it equipped with adequate guards? ☐ Yes ☐ No ☐ N/A
(a) Safeguards in place, used and in good condition? ☐ Yes ☐ No ☐ N/A
(b) Properly adjusted protecting bystanders and operators? ☐ Yes ☐ No ☐ N/A
(c) Hands and fingers kept clear of point of operation and other hazards? ☐ Yes ☐ No ☐ N/A
Was the equipment being serviced at the time of the incident? ☐ Yes ☐ No
Did the equipment jam or malfunction at the time of the incident? ☐ Yes ☐ No
If yes to either of the previous 2 questions, was lockout/tagout performed? ☐ Yes ☐ No

Explain in more detail the situation as you saw it: _____
_____
_____

Witness Information:

_____	_____	M / F	_____
First Name	Last Name		Relationship to Injured?
_____	_____	M / F	_____
First Name	Last Name		Relationship to Injured?
_____	_____	M / F	_____
First Name	Last Name		Relationship to Injured?

In your opinion:

(a) Does the work procedure need to be changed? ☐ Yes ☐ No ☐ Don't Know
If yes, please describe _____
_____
_____

(b) Is there a better way/tool of doing the job? ☐ Yes ☐ No ☐ Don't Know
If yes, please describe _____
_____
_____

I hereby certify that the above information is true and correct to the best of my knowledge.

_____ _____
Signature of Employee Date of certification

_____
Name of Property

Complete this report as soon as p ossible (no later than 24 hours from the t ime of the injury) and fax it to: Employee Benefits Administrator at (925) 627-7045.

Date Faxed _____ Time Faxed _____ AM / PM

Give this completed report to your Supervisor.
Date and time provided to Supervisor: _____ _____
Date Time AM / PM

Procurement Policy
Pleasanton Housing Authority

Approved February 18, 2010

Revised February 2010 in accordance with 24 CFR PART 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and the guidelines for the American Recovery and Reinvestment Act (ARRA).

I. Procurement Standards

A. The Pleasanton Housing Authority (PHA) will use its own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

B. The PHA will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of its contracts or purchase orders.

C. The PHA will maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent of the PHA shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

   i. The employee, officer or agent,
   ii. Any member of his immediate family,
   iii. His or her partner, or
   iv. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

D. The PHA's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. The PHA may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the PHA's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

E. PHA procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

F. To foster greater economy and efficiency, the PHA is encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

G. The PHA is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

H. The PHA is encouraged to use value engineering clauses in contracts for construction projects of

I. The PHA will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

J. The PHA will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The level of documentation should be commensurate with the value of the procurement. Individual contract records are to be retained for a period of six (6) years after final payment and all matters pertaining to that contract are closed, including litigation. Procurement records related to Grants are to be retained a minimum of three (3) years after audit and close out of each Grant.

K. The PHA will use time and material type contracts only

   i. After a determination that no other contract is suitable, and
   ii. If the contract includes a ceiling price that the contractor exceeds at its own risk.

L. The PHA alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the PHA of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the PHA unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

M. The PHA will have protest procedures to handle and resolve disputes relating to its procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the PHA before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to 1) violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities); and 2) violations of the PHA's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the PHA.

   i. <u>Informal Appeals Procedure</u>. The PHA shall adopt an informal bid protest/appeal procedure for contracts of less than $100,000. Under these procedures, the bidder/contractor must request to meet with the Procurement Officer or designee. The decision of the PHA's designated Procurement Officer shall be the final determination. For solicitations/contracts over $100,000, the Procurement Officer's decision shall inform the contractor of its formal appeal rights to the Board of Commissioners.
   ii. <u>Formal Appeals Procedure</u>. A formal appeals procedure shall be established for solicitations/contracts of more than $100,000. Under these procedures, the bidder/contractor must request to meet with the Procurement Officer. Decisions of the Procurement Officer may be appealed to the Board of Commissioners for resolution. The Board of Commissioners shall be the final authority of PHA disputes and or claims.

a. Bid Protest. Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Procurement Officer or designee, who shall issue a written decision on the matter. The Procurement Officer or designee may at his/her discretion suspend the procurement pending resolution of the protest if the facts presented so warrant.

b. Contractor Claims. All claims by a contractor relating to performance of a contract shall be submitted in writing to the Procurement Officer or designee for a written decision. The contractor may request a conference on the claim. The Procurement Officer's decision shall inform the contractor of its appeal rights to the PHA Board of Commissioners. Contractor claims shall be governed by the changes clause in the HUD 5370 or 5370-C.

II. Delegations of Authority

A. The PHA Board of Commissioners designates the Executive Director as PHA's Contracting Officer. The Executive Director is responsible for ensuring that PHA's procurement actions comply with this Policy. The Executive Director may delegate all or some procurement authority as is necessary and appropriate to conduct the business of the Commission. The Executive Director shall appoint delegations of Contract Authority in writing. The appointment shall state the scope and limitations of authority. Changes in the scope or limitations shall be made in writing by amendment to the existing delegation or by issuance of a new appointment. Each Delegation of Authority shall clearly state the position's limit of authority, e.g.:

i. Award, agree to, or execute any contract, contract modification, or notice of intent;
ii. Obligate, in any way, the payment of grant funds by the government;
iii. Make a final decision on any contract matter subject to disputes; or
iv. Terminate, for any cause, the contractor's right to proceed.

Further, and in accordance with this delegation of authority, the Executive Director shall ensure that the established standard operating procedures are followed to implement this Policy. The Executive Director shall also establish a system of sanctions for violations of the ethical-standards described in Page 6 and 7 of this policy, consistent with Federal, State, or local law. The Executive Director, or designee(s), shall ensure:

i. Contracts and modifications are in writing and clearly specify the desired supplies, services, or construction, and are supported by sufficient documentation.
ii. Procurement requirements are subject to an annual planning process to assure efficient and economical purchasing.
iii. For contracts exceeding $100,000, one (1) or more public advertisement(s) shall be made over a minimum of 10 business days. Contractor/vendor preparation and submission of bids or proposals shall be allowed a minimum of 10 business days. Solicitation procedures are conducted in full compliance with the Federal standards set forth at 24 CFR 85.36; and/or the Recovery Act.
iv. An independent cost estimate shall be prepared before solicitation for all procurement actions that exceed $2,500.
v. A cost or price analysis is conducted on responses for all procurement actions that

vi. Contract awards are made to the lowest responsive responsible bidder. In the case of Requests for Proposals or quotes, contract awards are to be made only to the offeror whose proposal or quote offers the greatest value to PHA, considering the evaluation criteria stated in the solicitation.
vii. Notice of award is made available to the public.
viii. Unsuccessful firms are notified.
ix. Work, equipment, or service is inspected/reviewed and accepted/approved prior to payment.
x. PHA complies with applicable HUD review requirements as provided by "the Recovery Act".

III. Competition

A. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of Sec. 85.36. Some of the situations considered to be restrictive of competition include but are not limited to:

i. Placing unreasonable requirements on firms in order for them to qualify to do business,
ii. Requiring unnecessary experience and excessive bonding,
iii. Noncompetitive pricing practices between firms or between affiliated companies,
iv. Noncompetitive awards to consultants that are on retainer contracts,
v. Organizational conflicts of interest,
vi. Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement, and
vii. Any arbitrary action in the procurement process.

B. The PHA will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

C. The PHA will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a brand name or equal description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
ii. Identify all requirements which the offerors must fulfill and all other factors to be used in

D. The PHA will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the PHA will not preclude potential bidders from qualifying during the solicitation period.

IV. Methods of Procurement to be Followed

A. Procurement by Small Purchase Procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at $100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

B. Procurement by Sealed Bids (Formal Advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in Sec. 85.36(d)(2)(i) apply.

   i. In order for sealed bidding to be feasible, the following conditions should be present:
      a. A complete, adequate, and realistic specification or purchase description is available;
      b. Two or more responsible bidders are willing and able to compete effectively and for the business; and
      c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
   ii. If sealed bids are used, the following requirements apply:
      a. The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
      b. The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
      c. All bids will be publicly opened at the time and place prescribed in the invitation for bids;
      d. A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
      e. Any or all bids may be rejected if there is a sound documented reason.
   iii. Solicitation must be done publicly. The PHA must use one or more of the following solicitation methods, provided that the method employed provides for meaningful competition:
      a. Advertising in newspapers or other print mediums of local or general circulations.
      b. Advertising in various trade journals or publications.
      c. Mailing/Faxing or emailing to Vendor Lists.

C. Procurement by Competitive Proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

   i. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;
   ii. Proposals will be solicited from an adequate number of qualified sources;
   iii. The PHA will have a method for conducting technical evaluations of the proposals received and for selecting awardees;
   iv. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
   v. The PHA may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

D. Procurement by Noncompetitive Proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

   i. Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:
      a. The item is available only from a single source;
      b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
      c. The awarding agency authorizes noncompetitive proposals; or
      d. After solicitation of a number of sources, competition is determined inadequate.
   ii. Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.
   iii. The PHA may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

V. Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

A. The PHA will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

B. Affirmative steps shall include:

   i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

VI. Contract Cost and Price

A. The PHA must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the PHA must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

B. The PHA will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

C. Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see Sec. 85.22). The PHA may reference its own cost principles that comply with the applicable Federal cost principles.

D. The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

VII. Awarding Agency Review

A. The PHA must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the PHA desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

B. The PHA must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

   i. The PHA's procurement procedures or operation fails to comply with the procurement standards in this section; or
   ii. The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
   iii. The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
   iv. The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
   v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

C. The PHA will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.

   i. The PHA may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
   ii. The PHA may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the PHA that it is complying with these standards. The PHA will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.

VIII. Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the PHA provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

A. A bid guarantee from each bidder equivalent to five percent of the bid price. The ``bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

IX. Contractor Qualifications / Duties

A. Contractor Responsibility. The PHA will not award any contract until the prospective contractor (i.e., low responsive bidder or successful offeror) has been determined to be responsible. A responsible bidder/offeror must:

   i. Have adequate financial resources to perform the contract, or the ability to obtain them;
   ii. Be able to comply with the required or proposed delivery or performance schedule-, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
   iii. Have a-satisfactory performance record;
   iv. Have a satisfactory record of integrity and business ethics;
   v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
   vi. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
   vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed Limited Denial of Participation.

   If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

B. Suspension and Debarment. Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD or other Federal, State or local governmental agencies when necessary to protect its business dealings.

C. Vendor Lists. All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction), shall be kept current and include enough sources to ensure competition.

X. Contract Provisions

The PHA's contracts must contain the provisions listed this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the PHA. Additionally, applicable HUD forms 5369, 5369A, 5369B, 5369C, 5370, 5370C, 5370-EZ, 51915, and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than $100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by the PHA.

A. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

B. Termination for cause and for convenience by the PHA including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

C. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of $10,000 by the PHA and its contractors or subgrantees)

D. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of $2000 awarded by the PHA when required by Federal grant program legislation)

F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by the PHA in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers)

G. Notice of awarding agency requirements and regulations pertaining to reporting.

H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.

J. Access by the PHA, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

K. Retention of all required records for three years after the PHA makes final payments and all other pending matters are closed.

L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

XI. Specifications Statement / Scope of Work

A. General. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the PHA's needs. Specifications shall be reviewed by the Procurement Officer or designee prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form or procurement.

B. Limitation. The following types of specifications shall be avoided:

   i. Geographic restrictions not mandated or encouraged by applicable Federal law (except for architect/engineer contracts, which may include geographic location as a selection factor if adequate competition is available); and
   ii. Brand name specification (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use.)

XII. Procurement of Activities Utilizing ARRA Funding

The provisions in this section pertain only to procurement transactions paid with Capital Fund Program grants funded under the American Recovery and Reinvestment Act of 2009 (ARRA).

A. Origin of Manufactured Products. For contracts and purchases exceeding $100,000, the PHA may only purchase materials and equipment manufactured in America. The PHA will retain on file evidence demonstrating compliance with this provision.

B. Inapplicability of State and Local Laws. State and local laws do not apply to procurement transactions under this section.

C. Use of the Non-Competitive Method of Procurement. The need to expend grant funds is considered a public exigency by HUD; and the PHA may use this declaration as the basis for using the non-competitive proposals method of procurement in accordance with the standards set forth under Section III.E of this Policy. Each procurement action, based on noncompetitive proposals, shall be supported by a written justification for the selection of this method. The Executive Director or designee shall approve the justification in writing. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information.

   i. Description of the requirement.
   ii. History of prior purchases and their nature (competitive vs. noncompetitive).
   iii. The specific exception in 24 CFR 85.36(d) (4) (i) (A) through (D) which applies.
   iv. Statement as to the unique circumstances that require award by noncompetitive proposals.
   v. Description of the efforts made to find competitive sources (e.g., advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.).
   vi. Statement as to efforts that will be taken in the future to promote competition for the

vii. Signature by the Executive Director or designee.

D. Eligibility of Expenses. The PHA may not use grant funds to support housing operations. Prohibited purchases include, but are not necessarily limited to: Management improvements, including training, travel, salary costs, maintenance programs, occupancy programs, social services, consulting services (other than architectural, engineering and other types of services related to physical improvements); office equipment and furniture; and maintenance equipment.

E. File Documents. The PHA must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

i. Rationale for the method of procurement;
ii. Rationale of contract pricing arrangement;
iii. Reason for accepting or rejecting quotes, bids or proposals;
iv. Basis for the contract price;
v. Copies of solicitation documents;
vi. Bid tabulations;
vii. Copies of written offers (including, where applicable, catalog pages, brochures, advertisements, web pages, etc.);
viii. Transcript of offers where not in writing;
ix. Copies of contract documents;
x. Copies of submittals received by the PHA (e.g., insurance certificates, payroll reports, shop drawings, payment requests, contract modification requests, requests for time extensions, etc.);
xi. Basis for contract modifications;
xii. All directives issues by the PHA (e.g., notices-to-proceed, stop orders, change orders, approvals, designation of contracting officer forms, etc.);
xiii. Inspection reports generated by the PHA or consultant;
xiv. Certificates of completion;
xv. Documentation describing disputes or protests; and
xvi. Warranty documentation.

F. Filing System. The PHA shall maintain one file folder for procurement transactions under $2,000; and at least two file folders (one set for the planning and solicitation processes; and a second set for contract award and administration processes) for all procurement transactions over $2,000. All paperwork shall be neatly filed and in chronological order. Multi-leaf folders shall be used when the size of the contract warrants it.

G. Record Retention. Records are to be retained for a period of five years after final payment, or all matters pertaining to the contact are closed, whichever is longer.

HOUSING AUTHORITY OF THE CITY OF PLEASANTON
ALAMEDA COUNTY, CALIFORNIA

RESOLUTION NO. HA-2010-01

RESOLUTION APPROVING REVISIONS TO THE PROCUREMENT POLICY FOR THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON

WHEREAS, The Housing Authority Board of Commissioners is periodically required to amend the policies and procedures for the Housing Authority to remain current with applicable federal requirements; and

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) recently enacted new procurement policies and requirements related to the American Recovery and Reinvestment Act (ARRA) of 2009; and

WHEREAS, The Housing Authority Board of Commissioners of the City of Pleasanton has reviewed the proposed revisions to the Procurement Policy at its meeting of February 18, 2010;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF PLEASANTON RESOLVES AS FOLLOWS:

Section 1: Approves the revised Procurement Policy for the Pleasanton Housing Authority as presented in the agenda report reviewed at the meeting of February 18, 2010.

Section 2: This resolution shall become effective immediately upon its passage and adoption.

THIS RESOLUTION ADOPTED FEBRUARY 18, 2010.

APPROVED:

John Casey, Chairperson
Housing Authority Board of Commissioners

ATTEST:

Steven R. Bocian
Executive Director

BARCELON ASSOCIATES

MANAGEMENT CORPORATION

MAINTENANCE

MANUAL

BAMC

MAINTENANCE MANUAL
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APPENDIX A - MAINTENANCE FORMS

BAMC

THIS PAGE IS FOR FUTURE USE

BAMC

CHAPTER 1

MAINTENANCE

BAMC

100. MAINTENANCE

Analysis

In property management, maintenance is the activity that preserves the physical investment of the Owner and provides for the resident's physical safety and well-being.

Adequate and conscientious care and maintenance of the property can often mean the difference between a property's success and failure.

If the grounds and buildings of a property are well maintained and attractive, the value of the property will stabilize and increase. Conscientious employees and an effective maintenance program are the key contributors to full occupancy and satisfied residents.

Implementation

The maintenance and improvement of the property is accomplished through a system that efficiently manages a regular program of preventive and regular maintenance and custodial care.

The objective of good property management is to provide successful and prompt service to residents while controlling costs, safeguarding the Owner's investment, and contributing to the community's appearance.

It is the responsibility of the Administrator, Asset Manager, and Resource Team to see that the property maintains pleasing curb appeal and an efficient maintenance program.

To achieve this goal, it is necessary for the maintenance department to work hand-in-hand with the Administrator and the Asset Manager, applying the priorities set forth in this manual. All activities must be coordinated between the property's office and maintenance department, especially in the areas of budgeting, managing the maintenance work order system, and scheduling of inspections.

With regard to budgeting, the property must operate within an established budget. Budgets must reflect realistic maintenance costs for the successful operation of the property.

Open and recognized communication lines must be maintained between the property's office and the maintenance department. At all times, the Administrator must keep the Asset Manager up-to-date on any anticipated expenses that could affect the budget.

Evaluation

The utilization of the maintenance manual should be evident in the appearance of the property and its improvements, in the level of service provided to the residents, and in controlled maintenance costs.

Daily, weekly, monthly, semi-annual, and annual inspections performed by various property personnel and Barcelon Associates Management Corporation (BAMC) personnel will further evaluate and show the progress of the property.

The procedures and policies of this manual have been established in an effort to standardize, professionalize, and control the physical maintenance of the property and its improvements.

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CHAPTER 2

MAINTENANCE PRIORITIES

BAMC

200. MAINTENANCE PRIORITIES

The Administrator must use personal judgment to set the priorities in handling maintenance issues. The following guide lists the six (6) most important maintenance concerns in the order of their priority.

1. Any item affecting the health and safety of the residents or items causing damage to the property. Examples are interruption of the following services - hot or cold running water, electricity and gas, adequate heat/air conditioning, leaking roofs, plumbing, garbage removal; inability of the following appliances to function - refrigerator and stove; glass breakage wherein the resident is deprived of security and/or loss of heat; repairs of a nature which, if left, would expose people to personal injury, such as water intrusion or trip hazards in the units or in common areas.

2. Important maintenance requests, which are an inconvenience to the resident and affect the suitability of the resident's living conditions and comfort. Examples include minor but necessary repairs, adjustments, and replacements such as a chipped toilet seat, missing towel bars, chipped floor tile, inoperable fans, etc.

3. Cleanliness of the lobby, laundry rooms, rest rooms, recreation areas, sidewalks, stairs, elevators, grounds, and public areas.

4. The cleaning and repairing of units for occupancy, including, but not limited to, interior building and fixture repairs, drapery and carpet cleaning, and painting of the unit. Extra attention should be given to minor repairs and final clean up.

5. Normal maintenance items of a cosmetic nature such as replacement of a chipped floor tile, bent towel bars, etc., that are of a routine, minor, and non-hazardous nature.

6. Preventive maintenance tasks, which lengthen the life of major operating equipment including, but not limited to, cleaning out boilers or water heaters, oiling motors, changing filters, and clearing rain gutters.

A preventive maintenance program conducted on a regularly scheduled basis will result in a reduction of major problems. For this reason, preventive maintenance is to be worked into the maintenance department's daily schedule.

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CHAPTER 3

SAFETY

BAMC

300. SAFETY

Emergency Operating Procedures

1. The emergency maintenance program is composed of a series of maintenance responses to emergency needs.

2. Emergency needs are situations, which are an immediate threat to the safety of the residents and/or the integrity of the grounds, buildings, and equipment.

3. The response to these needs must be made in an orderly and rapid manner. No two emergency situations are alike. It is most important not to act too hastily or take actions in a panicked frame of mind.

4. A twenty-four (24) hour, seven (7) day a week emergency contact list (BAMC-M-57) is to be posted in the Administrator's office, posted in the employee work area, and provided to the Asset Manager and on-call personnel.

~~5.~~ An additional list of back-up persons is to be kept current as to which individual of the property and the company are to be notified and under what circumstances. ~~Please use BAMC M-54 Home Numbers of Administrators and Relief Persons.~~

6. Instruct site staff who to call in an emergency. Staff will all have access to a list of phone numbers, which is to be posted in the office and employee work area, and will list, at a minimum, the following:

Asset Manager	Heating & Air Conditioning
Administrator	Assistant Administrator
Doctor/Hospital (RCFE only)	Electrician
Fire, Police, Ambulance	Water Company
Towing Company	Electric Company
Plumber	Gas Company
Fire/Sprinkler & Monitoring Company	

7. Each property must have a BAMC Emergency Safety Plan.

8. Emergency exiting plans are to be prepared, framed, and posted throughout the building.

9. Routine preventive maintenance procedures will alleviate and help identify emergencies before they occur. As a normal procedure, inspection of grounds, buildings, and equipment should be made after:

   a. Rainstorms
   b. Windstorms
   c. Hailstorms
   d. Any fire damage
   e. Earthquake
   f. Any other unusual occurrence

10. Work orders covering emergency work will be filled out even if the work is already complete. This is to provide a full record of all maintenance work done.

11. The licensing agency has strict requirements for night supervision and on-call schedules. Please see Section 87514 Night Supervision of the Licensing Manual.

12. Persons providing night supervision shall be trained in the facility's emergency procedures and first aid.

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Emergency Shut-Off Location Charts

1. All BAMC-managed properties must have Emergency Shut-off Location Charts posted in the office or maintenance room.

2. Use the basic plot plan from the blueprints and clearly mark color codes.

3. As listed below, all utilities are to be included (but not limited to):

   a. Gas main valves;
   b. Electrical main breakers;
   c. Hot water shut-off valves;
   d. Cold water shut-off valves;
   e. Irrigation main valves;
   f. Fire sprinkler main valves;
   g. Fire equipment location;
   h. Sewer cleanouts

4. Identify all circuits on all electrical distribution panels.

5. Operating directions for all items of property equipment are also to be kept on file.

Work Safety Guidelines

All properties are to comply with the following work safety guidelines. These are only a few of the safety practices each employee should be aware of in their daily routines.

1. No employee is to jeopardize his/her health or safety, or the health or safety of his/her co-workers by rushing or taking shortcuts on safety measures.

2. Material Safety Data Sheets, which outline the hazards and the precautions for use of chemicals, are available in the site office and posted. Utilize this safety information in the use of these substances.

3. Chlorine and bleach when mixed together can be explosive; therefore, this combination should never be used.

4. Before using any chemicals, read the label directions completely and follow the instructions accurately. Read the Material Data Safety Sheet if it is a substance listed with the State as a hazardous substance.

5. Ensure that all toxic and flammable materials are stored in well-ventilated areas and away from workshop areas on an approved Fire Proof cabinet. The Material Data Safety Sheet provides information on proper storage.

6. If work is being done and the electricity needs to be shut off for any reason, a tag with the name of the person who is working on the system should be taped over the switch stating that the system is shut down.

7. Always use mechanical moving aids, such as handcarts and dollies, where possible. Get help when needed.

8. Always plan lifting and moving jobs so that the path is clear and you have the necessary help to do the job.

9. Inspect ladders prior to climbing and use according to their design. Do not use aluminum ladders when making electrical repairs, including minor fixture repairs. Do not use extension ladders unless another adult is present.

10. Do not work on roofs unless another adult is present.

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11. Use a lifeline when working on roofs on windy days, or when working near the roof's edge.

12. During work performance, do not leave tools or equipment on walkways for employees and residents to trip over.

13. Do not wear rings when climbing or doing construction-type work. When making electrical repairs, remove watches, bracelets, and rings or cover them with electrical tape.

14. When painting with toxic-base paints, open windows and ensure adequate ventilation.

15. Ensure safety of power tools and equipment. Check for loose mower blades, bare wires, and short circuits in power tools, safety catches on ladders, etc.

16. Personnel are to wear safety glasses or goggles when performing tasks where flying debris is probable. Example: Power lawn edger, power saws, bench grinders, when hammering on steel objects, etc.

17. Ear protectors should be worn when using any motorized equipment such as backpack air blowers, weed eaters, or table saws.

18. Never pull the mower backwards up the hill when cutting lawn on a hilly area. Wear steel-toed work boots when mowing. It is highly recommended that all maintenance workers use steel-toed shoes for safety purposes.

SUPERVISORY GUIDELINES

1. Administrator will ensure that safety wear and equipment are on-site, in their proper location and available to personnel.

2. Ensure that employees are using the correct tools and equipment for the type of work they are performing.

3. If continued or heavy lifting is required, ascertain that the appropriate personnel are assigned to handle such tasks.

4. Properties owning or leasing vehicles are to set up a safety and operation inspection schedule of said vehicles. Any new hire that will be driving a vehicle must be _____? through our insurance company and approved to operate our vehicle (TAG/AMs as appropriate).

5. Material Data Safety Sheets, which outline the hazards and precautions for use of chemicals listed with the state as hazardous substances, are to be obtained from vendors for all hazardous chemicals used and discussed with each employee using them.

It is recommended that each employee be given a copy of these guidelines on an annual basis. A copy is to be posted, in plain view, in the Maintenance Office at all times (see BAMC-M-39 Work Safety Guidelines).

CAL/OSHA

1. The California Occupational Safety and Health Act (CAL/OSHA) became law in 1973. The Act places the responsibility upon the employer to provide “workplaces that are safe and healthful.”

2. Stiff fines can be levied if unsafe conditions are found, whether by CAL/OSHA or other agencies.

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3. For Worker's Compensation & Employee Injuries, CAL/OSHA requires that accurate and current records be kept on the accidents or injuries occurring on the property.

4. Listed below are a few of the areas which, if not in order cause some of the most frequent OSHA violations for which penalties may be imposed.

    a. Fire extinguishers must be mounted, inspections current, and access clear.
    b. All extinguishers are to be annually recharged.
    c. Stair handrails must be in place and in good repair.
    d. Ladders must be in good repair.
    e. Exits and aisles must be clear.
    f. Exits must be marked.
    g. Lights must be working and replaced as needed.
    h. Elevators must be in running condition with valid permits posted.
    i. Workshop areas, restrooms, and lunchrooms must be clean and free from debris.
    j. All secondary containers must be clearly marked as to their content.
    k. Material Safety Data Sheets must be obtained and used for all chemicals listed by the state as hazardous substances.
    l. Safety equipment is to be available for all types of work, conditions, and substances used on the site.

Consult the property SB198 safety guidelines and participate in its implementation.

Supervisory Safety Guide

BAMC places its Administrators and Asset Managers in a unique position of trust; not only does the company rely on them as the direct management representatives to apply its policies wisely and fairly, but also entrusts to them the obligation to safeguard the well-being of the workers in their charge. No responsibility transcends this importance.

A Supervisor should:

1. Be sure each employee understands and accepts his or her employment responsibility.

2. Know the rules of safety that apply to the work he or she supervises. An employee injury should never occur because the Supervisor was not aware of the precautions required on the job.

3. Anticipate the risks that may arise from changes in equipment or methods. Make use of the expert safety advice that is available to help guard against such new hazards.

4. Encourage employees to discuss the hazards of their work. No job should proceed where a question of safety remains unanswered. When a supervisor is receptive to the ideas of employees, he or she taps a source of firsthand knowledge that will help prevent needless loss.

5. Instruct employees to work safely. Utilize the information provided on the Material Safety Data Sheets.

6. Follow instructions consistently. See to it that employees make use of the safeguards provided them. If necessary, enforce safety rules by disciplinary action.

7. Set a good example. Demonstrate safety in his or her own dress, work habits, personal conduct, and use of safety apparatus such as gloves, goggles, guards, etc.

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8. Investigate and analyze every accident—however slight—that befalls any of the employees. Where minor injuries go unheeded, crippling accidents may later follow.

9. Cooperate fully with those in the organization who are actively concerned with employees' safety. Their purpose is to keep employees fully able and on the job and to cut down the heavy personal toll of accidents.

10. Remember: Not only does accident prevention reduce bodily injury and loss, but from the practical viewpoint, it is good business.

11. Recognize unsafe conditions and take action immediately to eliminate the hazard. Remember: Unsafe conditions are to be corrected immediately. They are not to be worked into a routine schedule.

12. Be sure that all employees conscientiously read, sign and comply with the corporate work safety guidelines and the SB 198 manual.

13. Have safety meetings as outlined in the SB198 manual.

Fire Safety

1. Emergency evacuation routes and instructions must be posted on each floor. Check with the local fire department for their advice and approval.

2. Internal system for checking the following must be set up:

    a. Emergency exit lights;
    b. Smoke detectors;
    c. Fire extinguishers (especially if there is a problem with them disappearing); and
    d. The storage of combustible materials.

3. The emergency alarm panel must be operational at all times. All buttons, lights, and cords must be in good repair.

4. The use of home-type or lightweight extension cords is never acceptable in any area of the building or operation. Keep a supply of heavy-duty extension cords on hand.

5. All electrical cords in any offices, shops, and common areas are to be in perfect condition or they are to be replaced.

6. Appliance and lamp cords in the residents' apartments are to be checked/observed when performing routine repairs and during the annual apartment inspection. Any cords, which are not in perfect condition, are to be brought to the immediate attention of the Administrator. The Administrator will follow up appropriately with the resident in writing, and will follow up to ensure compliance.

7. All fires, regardless of their size, are to be reported to the Corporate Office for documentation on a Potential Claims Report (BAMC-M-65).

8. Periodic fire safety meetings are to be set up with the residents. The local fire departments have always been willing to participate.

9. Schedule periodic fire drills with the participation of the local Fire Chief. All drills are to be documented and kept on file with a copy to the Asset Manager.

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10. Give demonstrations on the proper use of fire extinguishers. Let staff and residents actually experience the use of the extinguisher.

11. A location map showing units of handicapped persons and naming their handicap is to be kept at the lockbox, office, and/or maintenance shop.

Use of Chemicals

1. It is imperative that no unsafe levels of hazardous substances that are harmful to animal or human life be allowed to exist on or around any property.

2. Take care in the use or application of any chemical. The instructions printed on the package, container, or the Material Safety Data Sheet must be adhered to strictly.

3. Many chemicals require a use permit from the Agricultural Department in the local area. If this is the case, a licensed and insured independent contractor is to be hired to complete the job.

4. A "Material Safety Data Sheet" is to be obtained for all chemicals purchased that are listed with the State of California as hazardous. The salesperson is familiar with this law.

5. The Director's List of Hazardous Substances prepared by the Department of Industrial Relations is to be posted in the maintenance office for reference.

6. Section 5194 of Title 8 of the California Administrative Code (Hazardous Communications Act) requires the employer to furnish an employee with an explanation of the material data sheet for any hazardous substance listed with the Department of Industrial Relations. The law requires that employees be informed when they are using a potentially hazardous chemical or substance.

    a. Review safety precautions.
    b. Provide any necessary safety equipment such as goggles, gloves, guards, masks, etc.
    c. Discuss emergency procedures.
    d. Post the Material Safety Data Sheet in the maintenance shop.
    e. Maintain the data sheets in a binder in the maintenance shop or administrator's office for quick reference.

7. When using liquid drain openers, remove water from the fixture being cleared and never use liquid drain opener in toilets, as heat build-up can crack the porcelain bowl. Make sure the room is well vented. Use liquid drain openers only as a last resort; try a hand-snake and/or plunger first.

8. Application of chemicals is to be closely monitored and supervised by the Administrator or site Maintenance Supervisor.

9. Caution should be taken in the purchase of chemicals from high-pressure salespersons. Previous experience has proven that more information regarding the chemical, its use, and application, may be required than what is sometimes given by the salesperson. Also, a Department of Agriculture permit for its application may be required.

10. Reference to SB198.

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Vehicle Safety and Operation Inspection

1. Properties which own and operate a vehicle, whether it is a van or bus for resident transportation or a truck for maintenance purposes, are responsible for the vehicle's repair, condition, safety, and inspection.

    a. The driver is responsible on a daily basis for the condition of the vehicle and the vehicle inspection.
    b. The Administrator and the Asset Manager are ultimately responsible for the condition of the vehicle and the inspection reports.

2. A Driver's Vehicle Inspection Report (BAMC-M-53) is to be completed and signed on a regular basis by the driver.

    a. If a vehicle is a van or bus carrying passengers, by law the report is to be completed and signed and kept on file daily.
    b. If the vehicle is a truck used for maintenance, daily inspections are also recommended. Weekly reports are required.

3. The Driver's Vehicle Inspection Report (BAMC–53) pad will be used as follows:

    a. Keep the pad in the vehicle with the yellow permanent copy intact.
    b. The law requires that the reports be kept on file for a minimum of one month.

4. If the report shows any needed maintenance or repairs, it is a requirement that they are rectified before the vehicle is driven again.

5. The California Highway Patrol performs an annual inspection of all vehicles that carry ten or more passengers. A copy of their inspection report is to be sent to the Corporate Office for the insurance files. The following items will be covered:

    a. Inspection reports
    b. Maintenance records
    c. Documented preventive maintenance program

6. Reference: Title 13, California Code of Regulations.

    a. Section 1215B requires the daily inspections of passenger-carrying vehicles.
    b. Section 1234E requires that the employee insure that the driver performs the inspections.

7. Safety items to be carried in the vehicle are:

    a. Fire extinguisher
    b. Large triangular reflectors
    c. Accident reporting information

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CHAPTER 4

MAINTENANCE FILES

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400. MAINTENANCE FILES

The following is a list of the minimum files each property should maintain at the site.

Maintenance Files

1. Annual Unit Inspections, BAMC-M-31 (a file for each year, maintained in each Resident file)
2. Driver's Vehicle Inspection Reports, BAMC-M-53
3. Energy Conservation
4. Equipment and Appliance Service Records, BAMC-M-38
5. Equipment and Appliance Warranties
6. Equipment and Appliance Manuals
7. Mechanical Equipment Record, BAMC-M-59
8. Quarterly Property Inspections, BAMC-M-52
9. Stock Room Control, BAMC-M-58
10. Supplier Catalogs
11. Hazard Control, BAMC-M-56
12. SB198 Manual
13. SB198 Meeting Sheet
14. Sequential Maintenance Work Order Status Binder. This binder will contain BAMC-M-35, which is the log that tracks all work orders and their status.
15. Preventive Maintenance Log (where applicable)
16. Smoke Detector Cleaning Log, BAMC-M-45
17. Unit Make Ready Report Binder, BAMC-M-60
18. Emergency Contact List, BAMC-M-57
19. Equipment Inventory, BAMC-M-61
20. Unit Appliance Inventory Form, BAMC-M-63

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CHAPTER 5

PROPERTY INSPECTIONS

BAMC

500. PROPERTY INSPECTIONS

Introduction

The Management Agreement, which Barcelon Associates Management Corporation has entered into with the Owner/Sponsor for each property states:

> "We will maintain the property in good repair in accordance with local, state, and federal codes and in a condition at all times acceptable to the Owner."

In order to meet the above requirement and goal, property and apartment inspections are required to be made on a scheduled basis with the results recorded and kept on file. Maintenance-repair work orders are to be issued to repair any discrepancies noted during the inspection.

The following inspections are standard:

1. The Maintenance Supervisor or Administrator performs daily interior and exterior inspections of the property by walking the entire property.

2. The Asset Manager along with the Administrator and Maintenance Supervisor performs a formal property inspection of the entire property each quarter, utilizing BAMC-M-52.

3. The Administrator and/or Maintenance Supervisor perform formal annual apartment inspections of each unit.

4. The Administrator and/or Maintenance Supervisor perform the apartment turnover inspections.

    a. Pre-inspection with vacating resident, BAMC-M-32
    b. Apartment Inspection Move-out with vacating resident, BAMC-M-32
    c. Unit Make-Ready Report before new resident is shown the unit, BAMC-M-60
    d. Apartment Inspection Move-in with new resident, BAMC-M-32

5. The Administrator and/or Maintenance Supervisor will always accompany any outside vendors conducting a property inspection.

Daily Property Inspection

It is Barcelon Associates Management Corporation's policy that the Administrator and/or Maintenance Supervisor makes daily inspections of the property and the operations in order to assure the quality of maintenance and service being performed is acceptable.

1. Walk the property grounds on a daily basis. This practice will ensure and assist in the following:

    a. Scheduling of the daily workload of the maintenance and housekeeping staff.
    b. The progress of work being performed by outside contractors.
    c. Determination of any overnight changes that may have taken place due to vandalism or weather conditions.

2. All common areas and public facilities are to be inspected on a daily basis to ensure that they are safe, clean, well lit, and in good repair.

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3. Inspect vacant units on a regular basis to ensure that the Administrator is knowledgeable at all times regarding the condition of each vacant unit and the process of refurbishing taking place.

4. Regularly inspect the housekeeping, laundry, kitchen, and maintenance work areas and storage rooms to ensure that:

    a. Stock is being properly stored;
    b. All equipment and tools are in good condition;
    c. No hazardous conditions exist; and
    d. All work areas are neat and sanitary.

5. The following procedures and charts are to be reviewed on a daily basis:

    a. Maintenance, housekeeping, and kitchen staff scheduling
    b. Sequential Maintenance Work Order Status (BAMC-M-35)
    c. Preventive Maintenance Chart (BAMC-M-36)
    d. Apartment Status Chart (BAMC-M-37)
    e. Apartment Turnover Chart (BAMC-M-51)
    f. Stock Room and Inventory Control, (BAMC-M-58)

Quarterly Property Inspection

1. A Quarterly Property Inspection (BAMC-M-52) is to be made by the Asset Manager/in coordination with the Administrator and Maintenance Supervisor four times each year.

2. The lender or regulating agency makes a similar annual inspection, which may take place at any time during the year.

3. Areas covered in these inspections are: grounds, lighting, building exterior, public facilities, common areas, vacant units, maintenance workshop and programs, and safety. A sampling of occupied units may also be inspected.

4. The Asset Manager will take the appropriate follow-up action:

    a. If the items noted are of such a nature that the on-site staff may perform the work, then a maintenance-repair work order will be prepared and signed by the Administrator.
    b. If items noted cannot be completed by the on-site staff, the Asset Manager will work with the Administrator to hire an outside contractor to complete the work, following the appropriate guidelines for the bidding process.

Annual Apartment Inspection

1. Inspect all units on an annual basis or more frequently if the situation warrants.

2. Should the resident have any questions regarding this procedure, direct him/her to their signed lease and house rules.

3. Send Annual Inspection notification to the residents at least five (5) days prior to the inspection of their units.

4. Record unit inspections and results on the Annual Apartment Inspection form (BAMC-M-31).

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5. Record any necessary repairs on a maintenance work-order form and schedule into the daily workload. Some minor repairs may be made during the inspection to avoid a second trip to the unit.

6. The Annual Apartment Inspection also allows management the following opportunities:

    a. To replace batteries in smoke detectors. Use form BAMC-M-45 to record the completion.
    b. To establish if further pest control services should be utilized.
    c. If applicable, to examine emergency pull cords and/or pendants and remote emergency transmitters to ensure they are operable.

7. File the original Annual Apartment Inspection in the resident's individual file and place a copy in the unit maintenance file.

~~8. In addition, there are several logs that note the specific timing of window screen inspection, ceiling fan cleaning, smoke detector cleaning and battery replacement, exterior lighting, etc. that are to be used throughout the year. These inspections are part of your preventive maintenance schedule. Be sure to schedule these inspections throughout the year as needed (see forms BAMC-M-46 through BAMC-M-49).~~

Apartment Turnover and Inspection Procedure

1. When a resident gives their thirty day notice, a copy of the Vacating Guide (BAMC-M-33) is to be given to them and a pre-apartment inspection is to be scheduled so that the resident has an understanding of what is expected in order to receive his/her security deposit refund. BAMC-M-32 is to be used for both the pre-move-out and move-out inspection reports.

2. Record the unit on the Apartment Turnover Chart (BAMC-M-51).

3. After a resident has given thirty-day notice of intent to vacate, set up an appointment with the resident for a mutually convenient time (during normal office hours) to perform the Inspection Move-out (BAMC-M-32).

    a. Move-out inspections are usually held on the last day of occupancy or the morning immediately following.
    b. All items must be removed from the unit before the move-out inspection can be made.
    c. It is important that the resident be present to sign off on the inspection move-out form (BAMC-M-32). Make every effort to coordinate the above-listed items.
    d. In addition to the resident's signature, and the site employee who conducts the inspection, the administrator will also review and sign all BAMC-M-32 Move-In/Move-Out Inspection forms.

4. Place all items needing repair or replacement on a maintenance work order form (BAMC-M-41).

5. Record the refurbishing progress on the Apartment Turnover Chart (BAMC-M-51).

6. The completed inspection form indicating any and all labor and material charges beyond normal wear and tear is then given to the on-site accounting person for the preparation of the Final Closing Statement. This is to be completed and mailed to the resident within 21 days of move-out, and including a refund check, if applicable.

7. The Unit Make Ready Report (BAMC-M-60) is used by:

    a. The Maintenance Supervisor and repairperson before turning the unit over to the Administrator on completion.
    b. The Administrator to double-check the unit before it is shown to a prospective resident.

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8. On the day a new resident is to sign the leasing forms, pay the rent, and receive the keys, the Apartment Inspection Move-in, BAMC-M-32, will be made by the resident and Administrator (note: as per the form, both will sign as to the condition of the unit).

9. Use the Apartment Turnover Chart (BAMC-M-51) for every step in this procedure. It is the coordination point for administration, maintenance, housekeeping, marketing, and accounting during a unit turnover.

Apartment Turnover & Inspection Sample Calendar

Day of the Month	Procedure
1	The Resident gives a 30-day notice. The Administrator gives the resident a copy of the Vacating Unit Guide (BAMC-M-33). The Administrator schedules a pre-unit move-out inspection with the Resident. The unit is placed on the Apartment Turnover Chart, (BAMC-M-32).
8	Administrator conducts pre-apartment inspection with Resident and schedules Move-out Inspection, (BAMC-M-32).
10	Approximate move-in date is suggested, but **not promised** to new resident.
15	Resident vacates (early)
16	Resident returns to remove personal belongings.
18	The Resident and Administrator conduct Move-out Inspection, (BAMC-M-32). The Administrator records all information on the Unit Make Ready Report (BAMC-M-60), initiates refurbishing work orders, and contacts new resident with suggested move-in date.
20	Administrator and staff update Apartment Turnover Chart (BAMC-M-51).
21	The ~~Apartment Maintenance Checklist, BAMC-M-34~~, is completed by the Maintenance Supervisor and then reviewed by the Administrator.
22	The new Resident and Administrator have a pre-occupancy orientation, Apartment Move-In Inspection (BAMC-M-32), sign all papers (effective 23rd) pay rent, and receive keys.
23	Bookkeeper prepares Final Closing Statement and refunds for vacating resident. Vacating resident's ledger card is closed out showing application of Security Deposit. Rent refund and the entire resident file are stored for 3 years.

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HUD, CalHFA, and Mortgagor Physical Inspections

1. The U.S. Department of Housing and Urban Development (HUD) makes an annual Real Estate Assessment Center (REAC) inspection of HUD-related properties, which is similar to Barcelon Associates Management Corporation's Quarterly Property Inspection guidelines.

2. California Housing Finance Agency (CalHFA) mortgagor or other agencies may conduct similar annual inspections.

3. The Asset Manager, Maintenance Supervisor, and Administrator will accompany the inspector(s).

4. The Asset Manager will ensure that all Exigent Health and Safety (EH&S) items are corrected and responses sent within statutory requirements (check the report for appropriate timeframes). Examples of these forms are shown below:

    a. EH&S items Detail
    b. EH&S Response
    c. Project Owner's Certification of Correction
    d. REAC Inspection Summary Report
    e. REAC Inspection Response

5. Asset Managers will respond to each inspection report after consulting the Administrator. All parties concerned will receive a copy of the inspection report and the response. Examples of these forms are shown below:

    a. REAC Inspection Summary Report
    b. REAC Inspection Response

6. It will be the responsibility of the Asset Manager and the Administrator to coordinate all necessary repairs or improvements and to meet established deadlines.

7. Should there be any unforeseen circumstances which prevent the completion of the items agreed upon, it will be the responsibility of the Asset Manager to notify the Director of Asset Management of BAMC at least five (5) days prior to the deadline so that an amended response can be prepared.

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CHAPTER 6

MAINTENANCE WORK ORDERS

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600. MAINTENANCE WORK ORDERS

Instructions

The Maintenance Supervisor for each property, under the direction of the Administrator, shall be responsible for maintaining a system for rapid and efficient attention to work orders and assignment of their priorities.

1. It is necessary to prepare a Property Work Order (BAMC-M-41) for any and all maintenance repairs to be completed on the property, other than routine housekeeping or custodial cleanup, whether initiated by management or by a resident.

2. Every work order must state the name of the person requesting the work. This may be the resident, the Administrator, the Asset Manager, or property employee.

3. Except for emergency-type repairs, resident-initiated work orders will be handled during work hours in the order of receipt. Work orders involving health or safety issues must be completed within 24 hours. BAMC's goal is to complete all other work orders within 24 – 48 hours, depending on the type of work needed.

4. A resident should not have to wait an excessive amount of time to have repairs made. If the work cannot be completed the same day the work order is received, then it should be completed early the next day. If there is some reason why it cannot be completed within that time, such as the need for parts or materials to be ordered, notify the resident immediately, either personally or by leaving a written memo, explaining the delay and an approximate date for completion of the repair. A notation as to the date the resident was notified shall be entered on the work order in the "work requested" section.

5. Keep the resident or responsible party informed of any problems that might tend to delay an estimated completion date. The resident should not have to make repeated calls to determine the status of an expected repair.

6. The BAMC Property Work Order (BAMC-M-41) 3-part work order formbook is to be used at all properties. Any voided work orders must be intact and filed in a permanently maintained "void" file, which the auditor can crosscheck against the numerical series.

7. A Sequential Maintenance Work Order Status form BAMC-M-35 will also be maintained on-site under the direction of the Administrator. The form is to be up-to-date at all times. Furthermore, it is to be presented to the Asset Manager for review on a weekly basis.

8. Fill out work orders for each apartment that is being refurbished. Separate work orders are to be prepared for housekeeping, painting, and maintenance repairs. Enter expended staff hours on each form.

9. Order the work order formbook with property name, address, and "permission to enter" printed on each form.

10. As per the Management Agreement, which Barcelon Associates Management Corporation has entered into with the Owner/Sponsor of each property:

    "The Agent will systematically and promptly receive and investigate all service requests from tenants, take such action thereon as may be justified, and will keep records of the same..."

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Procedure

1. The work order (BAMC-M-41) is a three-part form. The white copy is for the unit file, the yellow copy is for the resident, and the pink copy is for the office's work order file.

2. When a request comes into the office for repair, cleaning, or extra work, initiate a work order form (BAMC-M-41). The resident will sign any resident-initiated work orders. The Administrator or Maintenance Supervisor will sign any site-staff initiated work orders. If the request is taken over the phone, the maintenance person will have the resident sign the form upon completion.

3. The person who performs the work will complete the work order in full, listing the materials used, a description of work completed, labor hours, start and finish time, and any other information required on the form that is applicable to the specific work order.

4. It is preferred that the resident, if available, sign the form upon completion. The yellow copy is left in the apartment so that the resident may see that the work was done.

5. The white copy and pink copy will then be returned to the Administrator/Maintenance Supervisor for review and filing, and then logged in the Sequential Maintenance Work Order Status form, BAMC-M-35.

6. Note any resident charges (in red ink) and reference the work order number on the ledger card. Send a statement to the resident within 10 days, itemizing any charges incurred.

7. The Sequential Maintenance Work Order Status form (BAMC-M-35), is to be reviewed daily by the Administrator as well as being updated at the end of each day.

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CHAPTER 7

CHART SYSTEM CONTROLS

BAMC

700. CHART SYSTEM CONTROLS

Preventive Maintenance Programming

1. The preventive maintenance program is composed of a series of inspections followed by appropriate corrective maintenance work. The goal of preventive maintenance is to keep every piece of operating equipment in running order and to detect potential equipment failure before it becomes a problem. Daily, weekly, monthly, quarterly, semi-annual, and annual checklists of performance activities accomplish this.

2. The sample 1/4-scale Preventive Maintenance Programming Chart (BAMC-M-36) is to be transcribed in full scale to white poster board, attached to the wall of the maintenance shop or office, and covered with clear acetate sheets. Use grease pencils to make the entries on the charts (chart may be provided by the Corporate Office).

3. The charts may be adjusted to meet the specific property requirements and maintenance force. Requirement frequencies will vary depending on the type of property, type of amenities, and property location.

4. The chart indicates the desired frequency for which items are to be checked and work performed. Put the date completed and the initials of the person servicing the equipment in the appropriate box.

5. Handle preventive maintenance on a time-permitting basis along with the necessary daily maintenance work and in accordance with the procedures listed in Chapter 2 – Maintenance Priorities.

Apartment Status Chart

1. An Apartment Status Chart (BAMC-M-37) is to be prepared for each Barcelon Associates Management Corporation-managed Property.

2. The chart is meant to be a coordination point between office administration and maintenance departments scheduling. It is to be posted in a common employee area and kept up to date by the Administrator (with the assistance of the office staff) and the Maintenance staff.

3. Enlarge the chart and legibly arrange it on white poster board. Purchase "Pres-a-ply" labels 43-524. Use these to record information. To change, apply on top or remove old label.

Apartment Turnover Chart

1. The Apartment Turnover Chart (BAMC-M-51) is to be used by all sites to document the progress of the apartment turnover.

2. The chart is a coordination point for the administrator, occupancy, maintenance, housekeeping, marketing, and the bookkeeper.

3. Record each step of the turnover, from the vacating residents' 30-day notice, through refurbishing, to the lease effective date.

4. The chart is to be kept posted on a bulletin board accessible by all site departments and the Asset Manager.

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Equipment and Appliance Service Record

1. Equipment and Appliance Service Record (BAMC-M-38)

    a. In an effort to prolong the useful life expectancy of property equipment and appliances, a service record will be maintained for the equipment and appliances. BAMC-M-38 will be used in each department.
    b. List capital items owned by the property on the form. Complete the requested data and keep each item current.
    c. Such items are to be listed as follows (but not limited to): typewriters, computers, copy machine, lawn mower, power edger, carpet extractor, vacuum cleaners, floor polisher, freezers, refrigerators, etc.

2. Mechanical Equipment Record (BAMC-M-59). This form is to be maintained to document the manufacturer, installer, and local service company for all large mechanical equipment in the building.

3. BAMC-M-38 is to be maintained in a ½ binder by the administrator and maintenance person and kept in the administrator's office. The Equipment and Appliance Service Record and Mechanical Equipment Record (both forms in one binder) are to be available for review by the Asset Manager at all times.

Inventories

1. Semi-annually during the months of March and September, take complete inventories of all stock (e.g. maintenance supplies, janitorial and housekeeping supplies, and grounds supplies) with records maintained in each stock room and general office files.

2. Stock Room Usage Control Inventory (BAMC-M-58) will be kept current at all times.

3. Maintain stock control to:

    a. Assist in replenishing the required amount of stock needed on hand;
    b. Monitor usage for budget purposes; and
    c. Observe usage for inventory control.

4. The Asset Manager and Administrator will determine the amount and types of stock to be kept onsite, based on the size and specific needs of the individual property, as well as the amount of secured storage area that is available. At a minimum, the amount will consist of major maintenance supplies and standard janitorial supplies, which will be purchased in bulk.

Sequential Maintenance Work Orders Status

Hang three (3) clipboards in the maintenance workshop for incomplete work orders. Use the following headings:

1	**2**	**3**
EMERGENCY WORK ORDERS	COMMON AREA WORK ORDERS	RESIDENT SERVICE WORK ORDERS

~~Other Clipboards can be added for:~~

- ~~Work orders/contractors - those assigned to an independent contractor.~~
- ~~Work orders/resident requests - those requests that can be worked in on a time-permitting basis, such as hanging a picture or cutting an extra shelf in a closet.~~

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- ~~Housekeeping work order.~~
- ~~Janitorial work order.~~
- ~~Grounds work order.~~
- ~~Night Clerk or Security work order.~~

Add sequential maintenance form policy & procedure (Sandy B)

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CHAPTER 8

LANDSCAPE & GROUNDS

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800. LANDSCAPING & GROUNDS

Introduction

1. After emergency maintenance, our primary concern is the daily upkeep, improvements, and general appearance of the landscaped grounds surrounding the property.

2. The appearance of the grounds provides the first impression of the property, the management, and the type of residents who live there. This will have a large bearing on the type of prospective residents who will be received in the rental office.

3. The appearance of the grounds affects the care and respect the residents and their families will have for the property.

4. One of the most important aspects of property management is maintaining the appearance of the grounds and public areas.

5. Curb appeal is very important to how the residents and members of the surrounding community perceive the property. It is BAMC's policy that the grounds be trimmed, mowed, weeded, and clean at all times.

Landscape Maintenance Guide for On-Site Personnel

1. Fertilizing program to get weak, yellow, and patchy lawns into shape:

    a. Apply Ammonium Sulfate 21-0-0 as per specifications on bag.
    b. After thirty (30) days, apply 16-6-8 at the rate of 280 lbs. per acre. Setting: 5 to 7 on a Scotts spreader. One (1) acre: 208.75 feet X 208.75 feet = 43,650 square feet. NOTE: Use caution with this application; if not watered properly, lawns will get a chemical burn.
    c. Follow up with application of 16-6-8 as per specifications on the bag in two and one-half (2 1/2) to three (3) months or sooner if yellowing or deterioration appears. Good lawn care reference books include Ortho's All About Lawns (from Ortho's "All About Gardening" series) (ISBN 0897214218) or Scotts Lawns: Your Guide to a Beautiful Yard (ISBN 0696212706).

2. Fertilizing of average, healthy lawns, shrubs, and trees:

    a. Lawns, shrubs, and ground cover: Apply 16-6-8 at the rate of 280 lbs. to the acre. Follow up with application of 16-6-8 as per specifications on the bag in two and one-half (2 1/2) to three (3) months or sooner if yellowing or deterioration appears.
    b. Trees: Fertilize at drip line with 0-20-0 in the fall season.
    c. Fertilizing should be started as soon as the average daytime temperature reaches 70 degrees or above, usually in February or March. All fertilizer is to be applied to dry grass and watered to the point of run-off on repeat short cycles. DO NOT FLOOD to the point where run-off occurs. NOTE: A minimum of four (4) fertilizer applications will be done per year. Some areas may require more frequent applications with lesser quantities.

3. Mowing:

    a. A good, healthy lawn cut is 1 1/2" to 2". Frequent mowing is of extreme importance. Do not remove more than 1/3 of the blade at a cutting. Removal of more is stressful for the grass and may result in an increase of disease and pest problems. It exposes the lower stems of the grass to sunlight, causing

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them to burn. It also accelerates baking and drying at the topsoil, which causes more water use. If the grass is too high, reduce it a little at a time. Mow when the grass is dry and change your mowing pattern to avoid compacted ruts. Keep mower blades sharp. Dull blades tear the grass and give the lawn a whitish appearance. Dull blades injure the grass, making it more vulnerable to pests and diseases. During the summer months, consider keeping the grass higher to retain soil moisture. If the grass is healthy and the clippings are small enough to drop out of sight, it is not necessary to remove them. They can provide nutrition the grass needs and result in fewer fertilizer applications.

b. If you have Bermuda lawns, and it is decided that you maintain it rather than get rid of it, you should crop the lawn close to the ground 2-3 times yearly to slow excessive build-up and browning.

4. Irrigation:

a. Lawns: Water in early morning, for example between 3 - 7 a.m. An alternative for manual or hand-controlled watering could be between 7 - 11 a.m. To guard against fungus, blades need to be dry sixteen (16) hours out of every twenty-four (24) hours. Watering should be done on repeated short cycles. Do not flood. NOTE: Do not water in late afternoon or evenings. A couple of hours after watering, the soil should be wet 3-4 inches down. Check by pushing a shovel into the soil and tilting it forward. If the water has penetrated more than 4 inches, you can reduce your watering time. Clay soils retain moisture and will need less frequent irrigations. Sandy soils drain quickly and may need more. If there are areas where the water pools or runs off, the soil may be compacted. Take a screwdriver and push it into the soil. If you can't push it into the soil 5" – 6", then it needs to be aerated. Irrigate the area 5" – 6" deep, allow it to dry slightly and use a hollow tined aerator, either manual or motorized. The aerator will remove plugs of soil that can be left on the lawn and broken up with a garden rake.

b. Shrubs: Deep water weekly, allowing 5 or 6 days between intervals for a drying-out period. For shrubs in ground cover areas the ground cover irrigation will suffice.

c. Trees: Trees on lawn areas -- the lawn irrigation should suffice. If not, deep water as needed. Trees in shrub areas -- deep water weekly with shrubs. Do not allow water to pool around trees and shrubs. If soil raising is required in these areas, take care not to raise above the crown.

d. Ground cover: Each ground cover has its own watering requirements. Consult a good guide, such as Ortho's All About Ground Covers (from Ortho's "All About Gardening" series) (ISBN 0897214587).

The irrigation system should be cleaned out, checked, and repaired as necessary in January or February and before any fertilizers are applied. Also, periodic checks and repairs during the year are equally important for the assurance of healthy maintenance.

5. Reseeding:

Seeding should be done as soon as the average daytime temperature reaches 70 degrees or above, usually March. Seeds can be kept damp by covering with 1/8 inch of compost and repeated short-cycle watering, allowing enough time between cycles for soil to gain the advantage of sun warmth. Again, do not allow water to run off.

6. Weed Control:

a. Shrub and ground cover beds: Pre-emergent granules should be applied in early spring before ground gets warm enough to stop new germination of weeds. Any existing weeds should be pulled after watering to ensure complete root removal. Because pre-emergent granules prevent any seed from germinating, do not apply to areas where future seeding may be likely.

b. Lawns: Apply Super D Weedone to healthy lawns only. It is a good selective broadleaf "weed" killer. Apply as per specifications on can. Do not get near shrubs or ground cover. If labor permits, hand removal may be preferable on your property.

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c. Around trees, along borders, and in sidewalk section cracks: Contact your local Department of Agriculture for guidance on selection of vegetation killers.
d. Be careful about overspray and wind drift on while performing items b. and c. above.

7. Staking of Trees:

   a. Tree ties should be loosened periodically to eliminate girdling or choking.
   b. Stakes should be positioned so as not to rub off tree bark. The bark is the avenue for food to the tree. Ideally, three (3) stakes in a triangle one (1) foot from the tree should be used with rubber hose and wire for ties.

8. Pruning:

   a. Trees: Prune during dormant period, usually December and January. The only pruning you would do before fall is removal of dead limbs, suckers, or pruning for maintenance access or safety reasons, i.e. around air conditioners, along walkways.
   b. Shrubs: For pruning shrubs, consult a pruning guidebook, since the species and pruning schedules for each differ. Ortho's All About Pruning (from Ortho's "All About Gardening" series) (ISBN 0897214293) is a good resource.
   c. Consideration of desired growth direction should be taken prior to pruning.
   d. Cuts should be made ¼ inch above an outward facing bud. The cut should be made at a slight angle to ensure that moisture doesn't collect on the fresh cut.

9. Refer to Landscape Maintenance Schedule "A" (BAMC-M-50) for minimum maintenance frequencies.

10. Any further information desired, can be acquired from the local County Agricultural Commissioner or State Agriculture Office from which an abundance of free literature is available. Another good reference is the Sunset Western Garden Book (ISBN 0376039175). This book is highly recommended as part of every maintenance library.

Landscape Maintenance Contracts

1. Any property that is going to use the services of a landscape maintenance contractor or company shall first request approval from the Asset Manager.

2. The Administrator in conjunction with the Asset Manager/Director of Asset Management will prepare the bid specifications, on which the contracts are to bid:

   a. These bid specifications, including insurance requirements, are issued by the Administrator, and are the only specs for which the maintenance department is authorized to receive bids. All bids must include references of current customers.
   b. Each contractor or company will be given the same bid specs upon which to bid.
   c. Bids should only be taken from a landscape contractor or company that is experienced in landscape maintenance.

3. Take a minimum of three (3) bids.

4. Copies of each bid received will be received by the Asset Manager and then forwarded to the Director of Asset Management for final review and approval.

5. Visit at least two (2) current customers of each bidder to ensure the landscape quality of each bidder's work.

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CHAPTER 9

SPECIAL ITEMS

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900. SPECIAL ITEMS

Key Systems and Locks

1. Master Keys

    a. All master keys are the Administrator's responsibility.
    b. Any master keys given out to contractors must be signed for on the Key Log (BAMC-M-44).
    c. Any employee who is issued a master key must sign for the responsibility of that key.
    d. Master keys are only available to staff as a life-saving precaution, not as a convenience.
    e. Master keys must be returned before a final paycheck is issued upon employment termination.

2. Common Area Keys

    a. Common area keys (office, storage room, recreation room, etc.) will not be marked by location.
    b. Keys will be coded, with the key code card kept in a separate location from the key box.
    c. Any storage areas should have a separate deadbolt lock, which is used at night and on weekends.

3. Unit Keys

    a. Unit keys <u>will</u> be kept in a locked key control box.
    b. Two duplicate keys <u>will</u> be kept for each apartment; the last key will <u>never</u> be given out.
    c. As a rule, unit keys will not be given out to residents' family members or caregiver. Exceptions can be made for the purpose of caregiving provided a record is maintained of all persons with a key and logged on BAMC-M-44. If a unit needs to be opened, a staff member should open it and return the key to the office.

Sanitation and Pest Control

1. Garbage areas should be kept absolutely clean and garbage containers tightly closed at all times.

    a. Detached garbage areas should be a minimum of ten (10) feet from the building and in good repair <u>at all times</u>.
    b. Best protection is afforded if the area is completely enclosed and garbage is kept in sealed containers.
    c. Wash and sanitize trashcans and dumpsters with a liquid Clorox, Lysol-water solution, or a commercial disinfectant on a regular basis for sanitation purposes.
    d. These areas are to be sprayed every month by the pest control company under contract.

2. Garbage chutes in high-rise buildings are to be sanitized a minimum of every two (2) weeks by the onsite staff; and sprayed once a month by the pest control company under contract.

3. All walkways, halls, stairways, and other areas should be free from litter and food remnants.

4. Eliminate any stagnant water and weeds near the building (if this is the situation on vacant land near the property, it should be reported to the City for proper action.)

5. All properties should be under a pest control contract with a licensed and insured exterminating company.

6. The frequency with which the services of a professional pest control company are used, will vary, depending on the individual property, but administration of monthly service is required.

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Independent Contractors and Maintenance Contracts

1. Any property use the services of an outside contractor must require the following from the contractor:

    a. State and city business license (if applicable)
    b. Certificate of Insurance showing current coverage for:
        - Worker's Compensation – Statutory and $1,000,000 Employer Liability
        - Liability Insurance - $1,000,000/occurrence minimum
    c. The property is to be named "Additional Insured" on the contractor's Liability insurance coverage for all major or repetitive jobs.

2. Any property that is going to use the services of a contractor or company for major repairs and/or improvements shall first:

    a. Check with the State Contractor's Licensing Board;
    b. Check with the local Better Business Bureau;
    c. Request approval from the property's Asset Manager;
    d. Obtain Insurance Certificates; and
    e. Obtain a completed and signed W-9 form.

3. The Administrator in conjunction with the Asset Manager/Director of Asset Management will prepare bid specifications, on which the contracts are to bid.

    a. These bid specifications, including insurance requirements, are issued by the Administrator, and are the only specs for which the maintenance department is authorized to receive bids. All bids must include references of current customers.
    b. Each contractor or company will be given the same bid specs upon which to bid.
    c. Bids should only be taken from contractors or companies that are experienced in bid-specific maintenance.

4. Take a minimum of three (3) bids.

5. Copies of each bid received will be received by the Asset Manager and then forwarded to the Director of Asset Management for final review and approval.

6. Visit at least two (2) current customers of each bidder to ensure the quality of each bidder's work.

Maintenance Equipment Sample List

The following is a list of typical maintenance equipment and tools for a large property. Smaller communities would only need a selected portion of this list.

<u>BURTON</u>

Power Snake w/ accessories and 75'x1/2" cable	$350
Reel-type sink snake w/35'x3/8" cable	$ 46
Toilet snake	$ 21

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CRAFTSMAN for Maintenance

Electric Drill	$33		Electric Circular Saw	$65
Electric Saber Saw	$35		Electric Sander	$54
Propane Torch Kit	$15		Soldering Gun Kit	$14
Bench Vise	$21		Compression Stapler	$11
Flaring Tool Set	$19		2-gallon Sprayer	$14
Square	$ 6		Trowel, Flat	$ 3
Trowel Angle	$ 3		Trowel Corner	$ 3
4 Saw Horse Brackets	$14		Wood Plane	$15
Brace & Bit Set	$25		2 Crosscut Saws	$23
Level	$ 7		Drill Bit Set	$16
Hack Saw	$ 4		Hack Saw Close Quarter	$ 4
Tin Snips	$ 8		Basin Wrench	$ 5
Strap Wrench	$ 5		Set of 4 Wood Chisels	$11
Scratch Awl	$ 2		Steel Tape 12’	$ 5
Knife Combination	$ 6		Set of 6 Box End Wrenches	$13
Set of 6 Open End Wrenches	$11		Regular Nose Slip Pliers	$ 3
Diagonal Cutting Pliers	$ 6		Lineman’s Pliers	$ 6
Long Chain Nose Pliers	$ 6		All-Purpose Pliers	$ 4
Locking Pliers	$ 4		Slip Joint Pliers	$ 5
Adjustable Wrench 4”	$ 5		Adjustable Wrench 6”	$ 5
Adjustable Wrench 8”	$ 5		Adjustable Wrench 12”	$ 9
Pipe Wrench 8”	$ 5		Pipe Wrench 14”	$ 8
Pipe Wrench 24”	$15		Set Screw Wrench Set	$ 3
Punch & Chisel Set	$12		Wedge Bar	$ 5
Claw Hammer	$ 3		Ball Pein Hammer 8 oz	$ 5
Ball Pein Hammer 16 oz	$ 6		Slot Screw Driver Set	$ 6
Nut Driver Set	$10		Phillips Screw Driver Set	$ 6
13-piece Socket Set	$19		Tool Box	$12
Extension Ladder 26”	$80			

CRAFTSMAN for Cleaning

Vacuum	$ 95		Vacuum, Wet-Dry	$65
Shampooer	$155		Bucket	$ 4
Broom	$ 5		Mop	$ 4

CRAFTSMAN for Landscape

Lawn Edger, power	$115		Push Mower, Power	$190
Rider Mower	$675		Post Hole Digger	$ 13
Shovel	$ 8		Hoe	$ 7
Rake	$ 7			

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Maintenance Staff Training

1. Administrator and Maintenance Supervisors should evaluate their staff. If the maintenance staff is generally stable, conduct a full training program. In any case, the Administrator and Maintenance Supervisor should be aware of the importance of helping the staff to better understand equipment and procedures, even if it is on an informal, unscheduled basis.

2. The emphasis on training begins when staff is first hired. From that moment, habits, practices, and working rules should be put into effect. Orientation, or initial training, is a one-time opportunity, and first impressions are lasting.

3. Here are some hints for developing an effective maintenance training program:

    a. Establish the needs of staff and training goals. These will differ between properties.
    b. The responsibility for the onsite training program is that of the Administrator through the Maintenance Supervisor, who may then delegate responsibility for various training phases. For example, an employee particularly skilled in using a certain piece of equipment could, assist with a demonstration. Suppliers can aid in training and actually provide training tools.
    c. Periodically reevaluate training needs and notify the Asset Manager/Director of Maintenance so he or she can make arrangements with the BAMC Corporate Office.

4. The maintenance staff should be aware of the property objectives, identify with them, know what is expected of them, and know how they are to perform.

Procedure for Elevator Problems and Service

At the first detection of a problem:

1. Determine whether a resident is locked inside the elevator. If so, establish voice contact either through the doors, or preferably by use of the elevator phone.

    a. Ordinarily the elevator phone is wired so that if the receiver is lifted, it automatically dials the office.
    b. Reassure resident that service is on the way. The resident should relax and perhaps sit down while they wait. See if there is anyone who you should call for them who might be waiting for them.

2. Post a sign on the outside of the elevator for service. The below-listed items are on-site responsibilities for which the elevator service company will charge the property for, as they are not warranted or service contracted items.

    a. Is stop switch in normal run position?
    b. Are all key-operated switches in their normal positions?
    c. Are there any obstructions in the door path or sills?
    d. Are there any blown fuses in the main disconnect?
    e. Does your building have full power from the power company?

    <u>8:00 a.m. to 5:00 p.m. - Monday through Friday</u>

3. Call and state that you wish to place a call for service.

4. Report the problem as specifically as possible, giving the building name and address, your name, and the exact elevator affected.

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5. Give a brief description of the problem, i.e. doors not opening, car not answering calls, etc.

Give this information immediately if passengers are stuck in elevator, so the elevator company can dispatch a technician to remove them safely.

5:00 p.m. to 8:00 a.m. - Monday through Friday, Weekends and Holidays

6. Follow the procedures as noted above.

7. The elevator company's answering service will take the call. Be sure to leave all requested information including a phone number where you can be reached.

8. The on-call service technician will contact you to verify your need for service and to advise when they will be on the jobsite.

Energy Conservation

1. All buildings should make energy conservation education a regular part of their staff meetings.

2. Monitor rates for any substantial changes:

    a. Meter readings could be in error;
    b. Changes in weather, resident habits, number of residents, rate increases; or
    c. Undetected leaks.

3. Areas to consider:

a. Caulking
b. Weather-stripping - replace as needed
c. Windows - no cracks or chips
d. Lighting - clean fixtures, proper wattage
e. Insulation - pipes, water heaters, building
f. Leaks - faucet washers, flush tank valves
g. Water temperature - correct levels
h. Thermostats and timers adjusted for seasonal changes
i. Filters - regularly replaced or cleaned
j. Devices, i.e. water flow restrictors in showers and toilets
k. Window coverings - blinds, films, shades
l. Appliances - well maintained refrigerators, stoves, air conditioners
m. Watering schedule - in the morning

Pest Control

The majority of communities should be under a pest control contract with a licensed and insured extermination company. Pest control service frequency will vary depending on the individual property's contract. The pest control company's agreement is to include the "Contractor's Hazardous Substance Statement" BAMC-M-56.

Senate Bill 2143, in conjunction with California law 1940.8, requires that all residents be notified prior to initial pest control service. Among other things, the notice includes the products applied and frequency of service.

Resident Notices

A registered structural pest control company will provide BAMC a pesticide disclosure notice for the property where work is to be done. This notice will contain, but is not limited to, the following information:

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1. The pest to be controlled;
2. Any pesticide(s) proposed to be used and the active ingredient(s);
3. The application frequency; and
4. Contact information.

The Administrator will review the disclosure notice with the new resident during the initial lease agreement signing, prior to move in.

The Pest Control Notice (BAMC-M-56a) will need to signed by residents and filed in resident's file. Residents will be notified of new information within 48 hours of a contractor change.

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APPENDIX A

MAINTENANCE FORMS

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APPENDIX A – SUPPLEMENTAL FORMS

FORM	REFERENCE
Apartment Status Chart (see pages 22 and 31)	BAMC-M-37
Equipment Inventory (see page 19)	BAMC-M-61
Unit Appliance Inventory (see page 19)	BAMC-M-63
Vendor & Contractors List	BAMC-M-62
Hazardous Substance Statement (see pg. 19, 22, & 32)	BAMC-M-56

These forms are not mentioned in detail in the manual

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APPENDIX A - MAINTENANCE AND GROUNDS FORMS

NUMERICAL SORT

FORM	REFERENCE
Annual Apartment Inspection	BAMC-M-31
Move-in & Move Out	BAMC-M-32
Apartment Vacating Guide	BAMC-M-33
Sequential Maintenance Work Order Status	BAMC-M-35
Preventive Maintenance Programming Chart	BAMC-M-36
Apartment Status Chart	BAMC-M-37
Equipment and Appliance Service Record	BAMC-M-38
Work Safety Guidelines	BAMC-M-39
Property Work Order	BAMC-M-41
Key Log	BAMC-M-44
Smoke Detector Cleaning Log	BAMC-M-45
Landscape and Maintenance Schedule A	BAMC-M-50
Apartment Turnover Chart	BAMC-M-51
Quarterly Inspection Report	BAMC-M-52
Driver's Vehicle Inspection Report	BAMC-M-53
Hazardous Substance Statement	BAMC-M-56
Pest Control Notice	BAMC-M-56a
Emergency Contact List	BAMC-M-57
Stock Room Usage - Inventory Control	BAMC-M-58
Mechanical Equipment Record	BAMC-M-59
Unit Make Ready Report	BAMC-M-60
Equipment Inventory	BAMC-M-61
Vendor & Contractors List	BAMC-M-62
Unit Appliance Inventory	BAMC-M-63
Potential Claims Report	BAMC-M-65
Work Safety Forms	See SB198

BAMC

APPENDIX A - MAINTENANCE AND GROUNDS FORMS

ALPHABETICAL SORT

FORM	REFERENCE
Annual Apartment Inspection	BAMC-M-31
Apartment Status Chart	BAMC-M-37
Apartment Turnover Chart	BAMC-M-51
Apartment Vacating Guide	BAMC-M-33
Driver's Vehicle Inspection Report	BAMC-M-53
Emergency Contact List	BAMC-M-57
Equipment and Appliance Service Record	BAMC-M-38
Equipment Inventory	BAMC-M-61
Hazardous Substance Statement	BAMC-M-56
Key Log	BAMC-M-44
Landscape and Maintenance Schedule A	BAMC-M-50
Mechanical Equipment Record	BAMC-M-59
Move-in & Move Out	BAMC-M-32
Pest Control Notice	BAMC-M-56a
Potential Claims Report	BAMC-M-65
Preventive Maintenance Programming Chart	BAMC-M-36
Property Work Order	BAMC-M-41
Quarterly Inspection Report	BAMC-M-52
Sequential Maintenance Work Order Status	BAMC-M-35
Smoke Detector Cleaning Log	BAMC-M-45
Stock Room Usage - Inventory Control	BAMC-M-58
Unit Appliance Inventory	BAMC-M-63
Unit Make Ready Report	BAMC-M-60
Vendor & Contractors List	BAMC-M-62
Work Safety Forms	See SB198
Work Safety Guidelines	BAMC-M-39

BAMC

Attachment 7

Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant:**
Pleasanton Housing Authority	Capital Fnnd Program Grant No: CA39P08150109 Replacement Honsing Factor Grant No: Date of CFFP: _____	2009 **FFY of Grant Approval:** 2008

Type of Grant
☐ **Original Annnal Statement** ☐ **Reserve for Disasters/Emergencies** ☒ **Revised Annnal Statement (revision no: 1)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Fnnds				
2	1406 Operations (may not exceed 20% of line 21) [3]	$50,000.00	$56,405.00		
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Strnctnres				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	$50,000.00	$56,405.00		
21	Amount of line 20 Related to LBP Activities	$0	$0		
22	Amount of line 20 Related to Section 504 Activities	n/a	n/a		
23	Amount of line 20 Related to Security – Soft Costs	n/a	n/a		
24	Amount of line 20 Related to Security – Hard Costs	n/a	n/a		
25	Amount of line 20 Related to Energy Conservation Measures	n/a	n/a		

[1] To be completed for the Performance and Evalnation Report.
[2] To be completed for the Performance and Evalnation Report or a Revised Annnal Statement.
[3] PHAs with nnder 250 nnits in management may nse 100% of CFP Grants for operations.
[4] RHF fnnds shall be inclnded here.

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Pleasanton Housing Authority	Capital Fnnd Program Grant No: CA39P08150109 Replacement Honsing Factor Grant No: Date of CFFP: _____	2009 FFY of Grant Approval: 2008

Type of Grant
☐ **Original Annnal Statement** ☐ **Reserve for Disasters/Emergencies** ☑ **Revised Annnal Statement (revision no: 1)**
☐ **Performance and Evaluation Report for Period Ending:** ☐ **Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended

Signature of Executive Director	Date	Signature of Public Housing Director	Date
Steven Bocian	April 13, 2009	Steven Bocian	September 1, 2009

Part II: Supporting Pages

PHA Name: Pleasanton Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CA39P08150109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** 2009

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	
CA-081-002	Kottinger Place							
	Operations			$50,000.00	$56,405.00			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Pleasanton Housing Authority	**Grant Type and Number** Capital Fund Program Grant No: CA39P08150109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant:** 2009

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated [2]	Funds Expended [2]	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Pleasanton Housing Authority					**Federal FFY of Grant:** 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CA-081-002	6/30/2010		6/30/2010		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Pleasanton Housing Authority					**Federal FFY of Grant:** 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Attachment 8

Most Recent Fiscal Year Audit of PHA (conducted under the Single Audit Act as implemented by OMB Circular A-133)

Housing Authority of the City of Pleasanton

Pleasanton, California

Basic Financial Statements and Independent Auditors' Reports

For the years ended June 30, 2009 and 2008

C&L
Caporicci & Larson
Certified Public Accountants

Housing Authority of the City of Pleasanton

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Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
of the Housing Authority of the City of Pleasanton
Pleasanton, California

We have audited the basic financial statements of the Housing Authority of the City of Pleasanton (Authority), a component unit of the City of Pleasanton, California (City), as of and for the years ended June 30, 2009 and 2008. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audits in accordance with generally accepted auditing standards in the United States and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall component unit financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

n our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority at June 30, 2009 and 2008, and the respective changes in financial position and cash flows for the years then ended in conformity with generally accepted accounting principles in the United States.

As described in Note 1 to the basic financial statements, the Authority adopted Statement of Governmental Accounting Standards Board No. 55, the Hierarchy of Generally Accepted Accounting Principles for State and Local Governments and No. 56, Codification of Accounting and Financial Reporting Guidance Contained in the AICPA Statements on Auditing Standards.

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2009 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing on internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audits.

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4858 Mercury, Suite 106
San Diego, California 92111

The accompanying Required Supplementary Information such as Management's Discussion and Analysis as listed in the table of contents is not a required part of the basic financial statements but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the Required Supplementary Information. However, we did not audit the information and express no opinion on it.

Out audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying supplementary information is presented for purpose of additional analysis and is not a required part of the basic financial statements. The supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Caporicci & Larson

Oakland, California
December 18, 2009

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the Housing Authority of the City of Pleasanton's (Authority) financial performance provides an overview of the Authority's financial activities for the fiscal year ended June 30, 2009. This is the discussion and analysis and is the result of implementing Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments.* Please read it in conjunction with the Authority's basic financial statements.

Financial Highlights

- The Authority expended federal funds totaling $184,179 during the year.
- Net assets increased by $42,570 or 8.2%.
- Cash receipts from leases during the year totaled $175,873, which were used to pay operating expenses for fiscal year 2008-09.
- The Authority's cash and investments increased by $92,003 from $237,652 at June 30, 2008 to $329,655 at June 30, 2009.

Financial Statements

The Authority's financial statements are those of a special-purpose government engaged only in providing low-income housing at one location. The Authority's basic financial statements are prepared on an accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Comparative Analysis

The following table indicates the net assets as of June 30, 2009 and June 30, 2008:

	2009	2008
Assets:		
Current assets	$ 329,655	$ 237,652
Capital assets	533,915	597,351
Total assets	863,570	835,003
Liabilities:		
Current liabilities	128,177	90,950
Long-term debt outstanding	174,875	226,105
Total liabilities	303,052	317,055
Net Assets:		
Invested in capital assets, net of related debt	307,810	323,234
Unrestricted	252,708	194,714
Total net assets	$ 560,518	$ 517,948

The following table indicates the changes in net assets for the fiscal years ended June 30, 2009 and June 30, 2008:

	2009	2008
Revenues:		
Operating revenues	$ 453,344	$ 430,330
Interest income	2,993	8,566
Total revenues	456,337	438,896
Expenses:		
Operating expenses	397,771	352,934
Interest expense	15,996	19,116
Total expenses	413,767	372,050
Net gain (loss)	$ 42,570	$ 66,846

The current assets increased 38.7% due primarily to an operating gain of $42,570 and unspent grant revenue of $36,851, which resulted in an increase of current liabilities of 40.9% compared to the prior fiscal year. The non-current liabilities decreased 22.7% because of the amortization of the U.S. Department of Housing and Urban Development (HUD) loan. The net invested in capital assets also decreased 4.8% due to the normal amortization of the HUD loan and also due to the depreciation of capital assets.

Long-Term Debt

The long-term debt of the Authority at June 30, 2009, consisted of a $226,105 note to HUD. Annual payments of $66,153 are made by the City since the operating revenue does not provide sufficient fund pay the debt service.

Major Project Activities

The Authority is currently undergoing project improvements to improve the habitability of the resident units and landscaping of the common areas, and studying the potential for a major project rehab or replacement of the development.

Request for Information

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Finance Department of the City of Pleasanton.

BASIC FINANCIAL STATEMENTS

Housing Authority of the City of Pleasanton
Statements of Net Assets
June 30, 2009 and 2008

	2009	2008
ASSETS		
Current assets:		
Cash and cash equivalents	$ 329,655	$ 237,652
Total current assets	329,655	237,652
Capital assets:		
Non depreciable assets	51,750	51,750
Depreciable assets, net	482,165	545,601
Total capital assets	533,915	597,351
Total assets	863,570	835,003
LIABILITIES		
Current liabilities:		
Accounts payable	17,592	12,636
Deferred revenue	36,851	5,604
Interest payable	9,949	12,0[illegible]
Tenant security deposits	12,555	12,60[illegible]
Note payable, due within one year	51,230	48,012
Total current liabilities	128,177	90,950
Note payable, due in more than one year	174,875	226,105
Total liabilities	303,052	317,055
NET ASSETS		
Invested in capital assets, net of related debt	307,810	323,234
Unrestricted	252,708	194,714
Total net assets	$ 560,518	$ 517,948

See accompanying Notes to the Basic Financial Statements.

Housing Authority of the City of Pleasanton
Statements of Revenues, Expenses and Changes in Net Assets
For the years ended June 30, 2009 and 2008

	2009	2008
OPERATING REVENUES:		
Dwelling rental	$ 175,873	$ 159,226
Other income	277,471	271,104
Total operating revenues	453,344	430,330
OPERATING EXPENSES:		
Administrative	122,696	113,070
Repairs and maintenance	82,344	79,648
Utilities	105,633	71,148
Depreciation	87,098	89,068
Total expenses	397,771	352,934
Operating income	55,573	77,396
NONOPERATING (EXPENSES):		
Interest income	2,993	8,566
Interest expense	(15,996)	(19,116)
Total nonoperating (expenses)	(13,003)	(10,550)
Net income (loss)	42,570	66,846
NET ASSETS:		
Beginning of year	517,948	451,102
End of year	$ 560,518	$ 517,948

See accompanying Notes to the Basic Financial Statements.

Housing Authority of the City of Pleasanton
Statements of Cash Flows
For the years ended June 30, 2009 and 2008

	2009	2008
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from tenants/other funds	$ 484,542	$ 370,217
Payments for employee services	(122,696)	(113,070)
Payments for suppliers for goods and services	(183,021)	(163,581)
Net cash provided by operating activities	178,825	93,566
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Principal paid	(48,012)	(45,086)
Interest paid	(18,141)	(21,067)
Acquisition of capital assets	(23,664)	(46,098)
Net cash (used) by capital and related financing activities	(89,817)	(112,251)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest received	2,993	8,566
Net cash provided (used) by investing activities	2,993	8,5
Net change in cash and cash equivalents	92,001	(10,119)
CASH AND CASH EQUIVALENTS:		
Beginning of year	237,652	247,771
End of year	$ 329,655	$ 237,652
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED IN OPERATING ACTIVITIES:		
Operating income	$ 55,573	$ 77,396
Adjustments to reconcile operating income to net cash provided in operating activities:		
Depreciation	87,098	89,068
Changes in assets and liabilities:		
Increase (decrease) in accounts payable	4,956	(12,785)
Increase (decrease) in deferred revenue	31,247	(59,877)
Increase (decrease) in tenant security deposits	(49)	(236)
Net cash provided by operating activities	$ 178,825	$ 93,566

See accompanying Notes to the Basic Financial Statements.

1. ORGANIZATION

The Housing Authority of the City of Pleasanton (Authority), a component unit of the City of Pleasanton, California (City), was established pursuant to the laws of the State of California to provide housing, transact business and to have those powers as defined by law. The Authority has entered into an annual contribution contract with the U.S. Department of Housing and Urban Development (HUD) pertaining to its Conventional Low Rent Owned Housing Program.

The Authority is an integral part of the City, and the accompanying financial statements are included as an enterprise fund and as part of its business-type activities in the basic financial statements of the City. The financial statements are intended to present the financial position and results of operations for the Authority, and not those transactions of the City as a whole.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. *Basis of Accounting and Measurement Focus*

Proprietary funds are accounted for using the *"economic resources"* measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Assets. The Statement of Revenues, Expenses and Changes in Net Assets present increases (revenues) and decreases (expenses) in total net assets. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses.

B. *Use of Restricted and Unrestricted Net Assets*

When an expense is incurred for purposes for which both restricted and unrestricted net assets are available, the Authority's policy is to apply restricted net assets first.

C. *Cash and Cash Equivalents*

The Authority considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents for purposes of the accompanying statement of cash flows.

D. *Capital Assets*

Capital assets are stated at cost. Depreciation is provided on the straight-line basis over the following estimated useful lives:

Building and improvements	40 years
Equipment	7-10 years

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

E. *Deferred Revenue*

Deferred revenue is recognized for transactions for which revenues have not yet been earned. Typical transactions recorded as deferred revenues are unspent grant funds.

F. *Net Assets*

Invested in Capital Assets, Net of Related Debt - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that attributed to the acquisition, construction, or improvement of the assets.

Restricted Net Assets - This amount is restricted by external creditors, grantors, contributors, or laws or regulations of other governments.

Unrestricted Net Assets - This amount is all net assets that do not meet the definition of "invested in capital assets, net of related debt" or "restricted net assets."

G. *Use of Estimates*

The preparation of the basic financial statements in conformity with generally accepted accounting principles in the United States (GAAP) required management to make certain estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results may differ from those estimates.

H. *New Pronouncements*

In 2009, the Authority adopted new accounting standards in order to conform to the following Governmental Accounting Standards Board Statements:

- GASB Statement No. 55, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments* - This Statement establishes the incorporation of the hierarchy of Generally Accepted Accounting Principles (GAAP) for state and local governments which is currently set forth in the American Institute of Certified Public Accountants' (AICPA) into the Governmental Accounting Standards Board's (GASB) authoritative literature.

- GASB Statement No. 56, *Codification of Accounting and Financial Reporting Guidance Contained in the AICPA Statements on Auditing Standards* - This Statement establishes the incorporation into the Governmental Accounting Standards Board's (GASB) authoritative literature certain accounting and financial reporting guidance presented in the American Institute of Certified Public Accountants' Statement on Auditing Standards. This Statement addresses three issues not included in the authoritative literature that establishes accounting principles - Related party transactions, going concern considerations, and subsequent events.

3. CASH AND CASH EQUIVALENTS

At June 30, 2009, the Authority's cash and investments including restricted funds consisted of the following:

	2009 Fair Value	2008 Fair Value
Authority's Treasury		
Cash deposits with banks	$ 143,514	$ 87,990
Cash on hand	200	200
Certificates of Deposits	185,941	143,831
Money Market Savings	-	5,631
Total cash and cash deposits	$ 329,655	$ 237,652

A. *Deposits*

The carrying amount of the Authority's cash deposits were $329,655 and $237,652 at June 30, 2009 and 2008. Bank balances before reconciling items were $341,512 and 251,142 respectively. The total bank balance was collateralized or insured with securities held by the pledging financial institutions in the Authority's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the Authority's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the Authority's name.

The market value of pledged securities must equal at least 110% of the Authority's cash deposits. California law also allows institutions to secure city deposits by pledging first trust deed mortgage notes having a value of 150% of the Authority's total cash deposits. The Authority may waive collateral requirements for cash deposits, which are fully insured up to $250,000 by the Federal Deposit Insurance Corporation.

B. *Investments*

Under the provisions of the Authority's investment policy, and in accordance with Section 53601 of California Government Code, the Authority may invest or deposit in the following:

- Bankers' acceptances
- Commercial paper
- Local Agency Investment Fund
- Mutual funds
- Medium-term corporate notes
- Money market funds
- Negotiable certificates of deposit
- Repurchase agreements
- Securities of the Federal government or its agencies

4. CAPITAL ASSETS

A summary of the changes in capital assets during the year ended June 30, 2009 were as follows:

	Balance June 30, 2008	Additions	Deletions	Balance June 30, 2009
Capital assets, not being depreciated :				
Land	$ 51,750	$ -	$ -	$ 51,750
Total capital assets, not being depreciated	51,750	-	-	51,750
Capital assets, being depreciated:				
Buildings	1,686,766	17,366	-	1,704,132
Machinery and equipment	95,120	6,297	-	101,417
Total capital assets, being depreciated	1,781,886	23,663	-	1,805,549
Less accumulated depreciation for:				
Buildings	(1,187,763)	(78,736)	-	(1,266,499)
Machinery and equipment	(48,522)	(8,362)	-	(56,884)
Total accumulated depreciation	(1,236,285)	(87,098)	-	(1,323,383)
Total capital assets, being depreciated, net	545,601	(63,435)	-	482,166
Total capital assets, net	$ 597,351	$ (63,435)	$ -	$ 533,915

5. NOTES PAYABLE

The note payable is collateralized by a deed of trust on land and building. Principal and interest at 6.6% are due in annual installments of $66,153 through November 2012. Changes to the Authority's notes payable were as follows:

	Balance June 30, 2008	Additions	Deletions	Balance June 30, 2009	Classification: Amount Due Within One Year	Classification: Amount Due in More Than One Year
Notes Payable	$ 274,117	$ -	$ (48,012)	$ 226,105	$ 51,230	$ 174,875
	$ 274,117	$ -	$ (48,012)	$ 226,105	$ 51,230	$ 174,875

5. NOTES PAYABLE, Continued

Future note payments due are as follows:

For the Years Ending June 30,	Principal	Interest	Total
2010	51,230	14,923	66,153
2011	54,612	11,542	66,154
2012	58,216	7,937	66,153
2013	62,047	4,107	66,154
Total	$ 226,105	$ 38,509	$ 264,614

6. CONTINGENCIES

Grants have been received by the Authority for specific purposes that are subject to review and additional audit by HUD. Such audits could lead to a request for reimbursement for expenditures disallowed under the terms of the grant. The amount, if any, of expenditures that may be disallowed by HUD cannot be determined at this time, although the Authority expects such amounts, if any, to be immaterial.

7. ECONOMIC DEPENDENCE

The Authority is dependent upon grant funding from HUD for a significant portion of the funding for the continued services of the notes payable. Grant receipts from HUD are subject to audits to determine if the monies were expended in accordance with appropriate statutes, grant terms and regulations.

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF BASIC FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
of the Housing Authority of the City of Pleasanton
Pleasanton, California

We have audited the financial statements of the Housing Authority of the City of Pleasanton (Authority) as of and for the year ended June 30, 2009, and have issued our report thereon dated December 18, 2009. We conducted our audit in accordance with generally accepted auditing standards in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the entity's financial statements that is more than inconsequential will not be prevented or detected by the entity's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, we did not identify any deficiencies in internal control over financial reporting that we consider to be significant deficiencies or material weaknesses, as defined above.

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Sacramento
[illegible] Campus Commons Rd., Suite 200
Sacramento, California 95825

San Diego
4858 Mercury, Suite 106
San Diego, California 92111

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The result of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

This report is intended solely for the information and use of management, the City Council, others within the entity, and the State Controller and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Caporicci & Larson

Oakland, California
December 18, 2009

C&L
Caporicci & Larson
Certified Public Accountants

INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED-UPON PROCEDURES

To the Board of Directors
of the Housing Authority of the City of Pleasanton
Pleasanton, California

We have performed the procedure described in the second paragraph of this report, which was agreed to by the Housing Authority of the City of Pleasanton (the Housing Authority) and the U.S. Department of Housing and Urban Development, Real Estate Assessment Center (REAC), solely to assist them in determining whether the electronic submission of certain information agrees with the related hard copy documents. The Housing Authority is responsible for the accuracy and completeness of the electronic submission. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedure is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedure described below either for the purpose for which this report has been requested or for any other purpose.

We compared the electronic submission of the items listed in the "UFRS Rule Information" column with the corresponding printed documents listed in the "Hard Copy Documents" column. The results of the performance of our agreed-upon procedure indicate agreement or non-agreement of the electronically submitted information and hard copy documents as shown in the chart below.

Procedures	UFRS Rule Information	Hard Copy Documents	Agreed	Does Not Agree
1	Balance Sheet, Revenue and Expense (data line items 111 to 13901)	Financial Data Schedule, all CFDAs, if applicable	X	
2	Footnotes (data element G5000-010)	Footnotes to audited Basic Financial Statements	X	
3	Type of opinion on FDS (data element G3100-040)	Auditor's supplemental report on FDS	X	
4	Audit finding narrative (G5200-010)	Schedule of Findings and Questioned Costs	X	
5	General information (G2000, G2100, G2200, G9000, G9100)	OMB Data Collection Form	X	
6	Financial Statement Report Information (data element G3000-010 to G3000-050)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form	X	
7	Federal Program Report Information (G4000-020 to G4000-040)	Schedule of Findings and Questioned Costs, Part 1 and OMB Data Collection Form	X	
8	Type of compliance requirement (G4200-020 & G4000-030)	OMB Data Collection Form	X	
9	Basic financial statements and auditor reports required to be submitted electronically	Basic financial statements (inclusive auditor reports)	X	

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We were engaged to perform an audit in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations,* for the Reporting Entity as of and for the year ended June 30, 2009, and have issued our report thereon dated March 1, 2009. The information in the "Hard Copy Documents" column was included within the scope or was a by-product of that audit. Further, our opinion on the fair presentation of the Housing Authority's Financial Data Schedule (FDS) dated December 18, 2009, was expressed in relation to the basic financial statements of Reporting Entity taken as a whole.

A copy of the reporting package required by OMB Circular A-133, which includes the auditor's reports, is available in its entirety from the Housing Authority. We have not performed any additional auditing procedures since the date of the aforementioned audit reports. Further, we take no responsibility for the security of the information transmitted electronically to the U.S. Department of Housing and Urban Development, REAC.

This report is intended solely for the information and use of the Housing Authority and the U.S. Department of Housing and Urban Development, REAC, and is not intended to be and should not be used by anyone other than these specified parties.

Caporicci & Larson

Oakland, California
March 1, 2010

Entity Wide Balance Sheet Summary

CA081 *06/30/2009* *Audited/A-133*

	Project Total	COCC	Subtotal	ELIM	Total
111 Cash - Unrestricted	280249		280249		280249
112 Cash - Restricted - Modernization and Development					
113 Cash - Other Restricted					
114 Cash - Tenant Security Deposits	12555		12555		12555
115 Cash - Restricted for Payment of Current Liabilities	36851		36851		36851
100 Total Cash	329655		329655		329655
121 Accounts Receivable - PHA Projects					
122 Accounts Receivable - HUD Other Projects					
124 Accounts Receivable - Other Government					
125 Accounts Receivable - Miscellaneous					
126 Accounts Receivable - Tenants					
126.1 Allowance for Doubtful Accounts -Tenants					
126.2 Allowance for Doubtful Accounts - Other					
127 Notes, Loans, & Mortgages Receivable - Current					
128 Fraud Recovery					
128.1 Allowance for Doubtful Accounts - Fraud					
129 Accrued Interest Receivable					
120 Total Receivables, Net of Allowances for Doubtful Accounts	0		0		0
131 Investments - Unrestricted					
132 Investments - Restricted					
135 Investments - Restricted for Payment of Current Liability					
142 Prepaid Expenses and Other Assets					
143 Inventories					
143.1 Allowance for Obsolete Inventories					
144 Inter Program Due From					
145 Assets Held for Sale					
150 Total Current Assets	329655		329655		329655

161 Land	51750		51750		51750
162 Buildings	1704115		1704115		1704115
163 Furniture, Equipment & Machinery - Dwellings	101417		101417		101417
164 Furniture, Equipment & Machinery - Administration					
165 Leasehold Improvements					
166 Accumulated Depreciation	-1323367		-1323367		-1323367
167 Construction in Progress					
168 Infrastructure					
160 Total Capital Assets, Net of Accumulated Depreciation	533915		533915		533915
171 Notes, Loans and Mortgages Receivable - Non-Current					
172 Notes, Loans, & Mortgages Receivable - Non Current - Past Due					
173 Grants Receivable - Non Current					
174 Other Assets					
176 Investments in Joint Ventures					
180 Total Non-Current Assets	533915		533915		533915
190 Total Assets	863570		863570		863570
311 Bank Overdraft					
312 Accounts Payable <= 90 Days	17592		17592		17592
313 Accounts Payable >90 Days Past Due					
321 Accrued Wage/Payroll Taxes Payable					
322 Accrued Compensated Absences - Current Portion					
324 Accrued Contingency Liability					
325 Accrued Interest Payable	9949		9949		9949
331 Accounts Payable - HUD PHA Programs					
332 Account Payable - PHA Projects					
333 Accounts Payable - Other Government					
341 Tenant Security Deposits	12555		12555		12555
342 Deferred Revenues	36851		36851		36851
343 Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue Bonds	51230		51230		51230
344 Current Portion of Long-term Debt - Operating Borrowings					
345 Other Current Liabilities					
346 Accrued Liabilities - Other					
347 Inter Program - Due To					
348 Loan Liability - Current					
310 Total Current Liabilities	128177		128177		128177

351 Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue	174875		174875		174875
352 Long-term Debt, Net of Current - Operating Borrowings					
353 Non-current Liabilities - Other					
354 Accrued Compensated Absences - Non Current					
355 Loan Liability - Non Current					
356 FASB 5 Liabilities					
357 Accrued Pension and OPEB Liabilities					
350 Total Non-Current Liabilities	174875		174875		174875
300 Total Liabilities	303052		303052		303052
508.1 Invested In Capital Assets, Net of Related Debt	307810		307810		307810
509.2 Fund Balance Reserved					
511.2 Unreserved, Designated Fund Balance					
511.1 Restricted Net Assets					
512.1 Unrestricted Net Assets	252708		252708		252708
512.2 Unreserved, Undesignated Fund Balance					
513 Total Equity/Net Assets	560518		560518		560518
600 Total Liabilities and Equity/Net Assets	863570		863570		863570

Entity Wide Revenue and Expense Summary

CA081 *06/30/2009* *Audited/A-133*

	Project Total	COCC	Subtotal	ELIM	Total
70300 Net Tenant Rental Revenue	175873		175873		175873
70400 Tenant Revenue - Other					
70500 Total Tenant Revenue	175873		175873		175873
70600 HUD PHA Operating Grants	161879		161879		161879
70610 Capital Grants	21669		21669		21669
70710 Management Fee					
70720 Asset Management Fee					
70730 Book Keeping Fee					
70740 Front Line Service Fee					
70750 Other Fees					
70700 Total Fee Revenue					
70800 Other Government Grants					
71100 Investment Income - Unrestricted	2993		2993		2993
71200 Mortgage Interest Income					
71300 Proceeds from Disposition of Assets Held for Sale					
71310 Cost of Sale of Assets					
71400 Fraud Recovery					
71500 Other Revenue	93923		93923		9392[illegible]
71600 Gain or Loss on Sale of Capital Assets					
72000 Investment Income - Restricted					
70000 Total Revenue	456337		456337		456337
91100 Administrative Salaries	41603		41603		41603
91200 Auditing Fees	7140		7140		7140
91300 Management Fee	24052		24052		24052
91310 Book-keeping Fee					
91400 Advertising and Marketing	9838		9838		9838
91500 Employee Benefit contributions - Administrative	11649		11649		11649
91600 Office Expenses	20		20		20
91700 Legal Expense					
91800 Travel					
91810 Allocated Overhead					
91900 Other					
91000 Total Operating - Administrative	94302		94302		94302

92000	Asset Management Fee				
92100	Tenant Services - Salaries	8509		8509		8509
92200	Relocation Costs				
92300	Employee Benefit Contributions - Tenant Services				
92400	Tenant Services - Other	1397		1397		1397
92500	Total Tenant Services	9906		9906		9906
93100	Water	8167		8167		8167
93200	Electricity	33811		33811		33811
93300	Gas	29635		29635		29635
93400	Fuel				
93500	Labor				
93600	Sewer	7585		7585		7585
93700	Employee Benefit Contributions - Utilities				
93800	Other Utilities Expense	26435		26435		26435
93000	Total Utilities	105633		105633		105633
94100	Ordinary Maintenance and Operations - Labor	29318		29318		29318
94200	Ordinary Maintenance and Operations - Materials and Other	10489		10489		10489
94300	Ordinary Maintenance and Operations Contracts	42538		42538		42538
94500	Employee Benefit Contributions - Ordinary Maintenance	11919		11919		11919
94000	Total Maintenance	94264		94264		94264
95100	Protective Services - Labor				
95200	Protective Services - Other Contract Costs				
95300	Protective Services - Other				
95500	Employee Benefit Contributions - Protective Services				
95000	Total Protective Services	0		0		0
96110	Property Insurance				
96120	Liability Insurance				
96130	Workmen's Compensation	6567		6567		6567
96140	All Other Insurance				
96100	Total insurance Premiums	6567		6567		6567
96200	Other General Expenses				
96210	Compensated Absences				
96300	Payments in Lieu of Taxes				
96400	Bad debt - Tenant Rents				
96500	Bad debt - Mortgages				
96600	Bad debt - Other				
96800	Severance Expense				
96000	Total Other General Expenses	0		0		0

96710 Interest of Mortgage (or Bonds) Payable	15996		15996		15996
96720 Interest on Notes Payable (Short and Long Term)					
96730 Amortization of Bond Issue Costs					
96700 Total Interest Expense and Amortization Cost	15996		15996		15996
96900 Total Operating Expenses	326668		326668		326668
97000 Excess of Operating Revenue over Operating Expenses	129669		129669		129669
97100 Extraordinary Maintenance					
97200 Casualty Losses - Non-capitalized					
97300 Housing Assistance Payments					
97350 HAP Portability-In					
97400 Depreciation Expense	87099		87099		87099
97500 Fraud Losses					
97600 Capital Outlays - Governmental Funds					
97700 Debt Principal Payment - Governmental Funds					
97800 Dwelling Units Rent Expense					
90000 Total Expenses	413767		413767		413767
10010 Operating Transfer In					
10020 Operating transfer Out					
10030 Operating Transfers from/to Primary Government					
10040 Operating Transfers from/to Component Unit					
10050 Proceeds from Notes, Loans and Bonds					
10060 Proceeds from Property Sales					
10070 Extraordinery Items, Net Gain/Loss					
10080 Special Items (Net Gain/Loss)					
10091 Inter Project Excess Cash Transfer In					
10092 Inter Project Excess Cash Transfer Out					
10093 Transfers between Program and Project - In					
10094 Transfers between Project and Program - Out					
10100 Total Other financing Sources (Uses)	0		0		0
10000 Excess (Deficiency) of Total Revenue Over (Under) Total Expenses	42570		42570		42570

11020 Required Annual Debt Principal Payments					
11030 Beginning Equity	517948		517948		517948
11040 Prior Period Adjustments, Equity Transfers and Correction of Errors					
11050 Changes in Compensated Absence Balance					
11060 Changes in Contingent Liability Balance					
11070 Changes in Unrecognized Pension Transition Liability					
11080 Changes in Special Term/Severance Benefits Liability					
11090 Changes in Allowance for Doubtful Accounts - Dwelling Rents					
11100 Changes in Allowance for Doubtful Accounts - Other					
11170 Administrative Fee Equity					
11180 Housing Assistance Payments Equity					
11190 Unit Months Available	576		576		576
11210 Number of Unit Months Leased	571		571		571
11270 Excess Cash	0		0		0
11610 Land Purchases	0		0		0
11620 Building Purchases	14338		14338		14338
11630 Furniture & Equipment - Dwelling Purchases	7331		7331		7331
11640 Furniture & Equipment - Administrative Purchases	0		0		0
11650 Leasehold Improvements Purchases	0		0		0
11660 Infrastructure Purchases	0		0		0
13510 CFFP Debt Service Payments	0		0		0
13901 Replacement Housing Factor Funds	0		0		0

Attachment 9

Public Housing Admissions and Continued Occupancy Policy (ACOP)

HOUSING AUTHORITY OF THE CITY OF PLEASANTON
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

I. Nondiscrimination

A. Complying with Civil Rights Laws

It is the policy of the Housing Authority of the City of Pleasanton (PHA) to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (As amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the individual rights of residents, applicants, or employees which may subsequently be enacted.

PHA shall not discriminate because of race, color, creed, religion, sex, familial status, national origin or disability in the leasing, rental, or other disposition of housing or related facilities, (including land), included in any Development or Developments under its jurisdiction or in the use or occupancy thereof.

PHA shall not on account of race, color, creed, religion, sex, familial status, national origin or disability:

1. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;

2. Provide housing that is different than that provided others;

3. Subject a person to segregation or disparate treatment;

4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

5. Treat a person differently in determining eligibility or other requirements for admission;

6. Deny a person access to the same level of services; or

7. Deny a person the opportunity to participate in a planning or advisory group, which is an integral part of the housing program.

PHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g. welfare recipients) or against individuals who are not members of the sponsoring organization of the project). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

PHA agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD/PHA requirements. (HUD/PHA Lease item #28).

B. Making Programs and Facilities Accessible to People with Disabilities

PHA will seek to identify, eliminate and correct situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, PHA will make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Such accommodations may

include changes in the method of administering policies, procedures, or services.

The Pet Rules (24 CFR Part 5 HUD/PHA regulations) do not apply to an animal used by a tenant or visitor that is needed as a reasonable accommodation for the tenant or visitors' disability.

Service animals [HUD/PHA ref 4350.30, 4-14 (b)] that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from the refundable pet deposit. Examples include guide dogs for persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional assistance animals for persons with chronic mental illness.

In addition, PHA may perform structural modifications to housing and non-housing facilities on sites where such modifications would be necessary to afford full access to the housing program for qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with handicaps, PHA is not required to:

1. Make structural alterations that require the removal or altering of a load-bearing structural member;

2. Provide support services that are not already part of PHA's programs;

3. Take any action that would result in a fundamental alteration in the nature of the program or service;

4. Take any action that would result in an undue financial and administrative burden on PHA including structural impracticality as defined in the UFAS.

5. If a requested structural modification poses a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.

II. Eligibility for Admissions and Processing of Application

A. Affirmative Marketing

Marketing will be done in accordance with the Housing and Urban Development (HUD)/Public Housing Authority (PHA) approved Affirmative Fair Housing Marketing Plan, all Fair Housing and Equal Opportunity Requirements, and applicable provisions of PHA's Rental Assistance Contract.

B. Qualifying for Admission

1. It is the PHA's policy to admit only qualified applicants.

2. An applicant is qualified if he or she meets all of the following criteria:

   (a) All household members must be 62 years of age or older;

   (b) Meets HUD requirements on citizenship or immigration status;

(c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in PHA offices.

(d) Provides documentation of Social Security numbers for family members age 6 or older, or certifies that they do not have Social Security numbers; and

(e) Meets the Applicant Selection Criteria in Section II. F. of these policies, including completing a PHA-approved pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting List

1. It is the policy of PHA to administer its waiting list as required by HUD's regulations.

2. Opening and Closing Waiting Lists

(a) The PHA will periodically determine specific date(s) when it will accept applications for residency, if the PHA's waiting list does not have sufficient applications to fill anticipated vacancies for the coming 12 months. At the end of the designated period, the waiting list will be closed until further notice.

(b) A decision to open the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the PHA to house applicants in twelve to eighteen months. Decisions to open, restrict intake, or close the waiting list will be publicly announced.

(c) When the waiting list is closed, PHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

3. Determining if the Waiting List may be Opened

PHA will use its "Waiting List Policy" to determine whether the waiting list(s) should be opened.

4. Updating the Waiting List.

(a) Applicants will be contacted annually to confirm their continued interest in obtaining a unit. It is the applicant's responsibility to respond in writing in order to maintain their place on the current waiting list.

(b) It is also applicant's responsibility to notify management in writing of any change of address or other pertinent information submitted on the initial application.

At the time if initial intake, PHA will advise families that they must notify the PHA at least once every 6 months of their continued interest. Notations of dates of contacts and of applicant's continued interest are to be made a part of the application record.

(a) PHA will remove an applicant's name from the waiting list only in accordance with it's "Resident Selection Plan".

5. Change in Preference Status While on the Waiting List

(a) If an applicant on the waiting list experiences a change in circumstances that later qualifies or disqualifies them for a preference(s), the family should contact PHA. After verification of the change in eligibility for a preference status the applicant will be repositioned on the waiting list in accordance with their preference(s) and original lottery number, and the applicant will be advised of how the change in status has affected their position on the waiting list.

D. Processing Applications for Admission

1. PHA will accept and process applications in accordance with applicable HUD Regulations and PHA's Resident Selection Plan. PHA will assume that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and asked to come to the PHA for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule and interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

(a) The following items will be verified according to PHA's "Resident Selection Plan", to determine qualification for admission to PHA's housing:

(i) Family composition: all household members must be 62 years old;

(ii) Annual Income

(iii) Assets and Asset Income;

(iv) Deductions from Income;

(v) Preferences;

(vi) Social Security Numbers of all Family Members;

(vii) Applicant Screening Information, and

(viii) Citizenship or eligible immigration status.

(b) Third party written verification is the required form of documentation to substantiate applicant or resident claims. If attempts to obtain third party written verification are unsuccessful, PHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by PHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.

(c) Verification of eligible immigration status shall be carried out pursuant to **24 CFR § 5.5**.

3. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, debts, household items, etc. and what the source of income is for these expenses.

4. PHA's applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by PHA as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

E. The Preference System

1. An admission preference does not guarantee admission. Preferences establish the order of placement on the waiting list. Every applicant must still meet PHA's Selection Criteria before being offered a Unit.

2. Factors other than preferences that affect the selection of applicants from the waiting list:

Before applying its preference system, PHA will match the characteristics of the available unit to the applicants available on the waiting list. Unit size or accessibility features limit the admission of families to households whose characteristics "match" the vacant unit available.

Factors other than the preference system that affect applicant selection are described below:

(a) When selecting a family for a unit with accessible features, PHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with such features, PHA will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.

3. Local Ranking Preferences

At the time of application, each applicant will be assigned to one preference category and a corresponding point allocation in accordance with the PHA's "Waiting List Policy".

4. Administration of Preferences

(a) Depending on the time an applicant may have to remain on the waiting list, PHA will either verify preferences at the time of application or require that applicants certify to their qualification for a preference at the time of pre-application.

(b) Information submitted and certified by the applicant regarding the applicant's qualification for preference at the time of application will be reverified at the time of certification. The applicant will be advised to notify PHA of any change that may affect their ability to qualify for preference.

(c) Applicants that are otherwise eligible and self-certified as qualifying for preference will be placed on the waiting list in the appropriate applicant pool.

(d) Applicants that self-certify to preference(s) at the time of pre-application and cannot verify current preference(s) status at the time of certification will be moved into the appropriate preference or no-preference category, and to a lower position on the waiting list based on their lottery assigned placement number.

5. Notice and Opportunity for a Meeting

If an applicant claims but does not qualify for a preference, the applicant can request a meeting.

(a) PHA will provide a notice that an applicant does not qualify for a preference containing a brief statement of the reasons for the determination, and that the applicant may request to meet with PHA's designee to review the determination.

(b) If the applicant requests the meeting, PHA will designate someone to conduct the meeting. This can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person chosen by the PHA. A written summary of this meeting shall be made and retained in the applicant's file.

(c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, disability or familial status has contributed to the PHA's decision to deny the preference.

F. Screening Applicants for Admission

1. All applicants shall be screened in accordance with HUD's regulations and the PHA's "Resident Selection Plan". During screening, PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

(a) Past performance in meeting financial obligations, especially rent;

(b) to care for and avoid damaging the unit and common areas;

(c) to use facilities and equipment in a reasonable way;

(d) to create no health, or safety hazards, and to report maintenance needs;

(e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

(f) not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

(g) to comply with necessary and reasonable rules and program requirements of HUD and the PHA.

2. How PHA will check ability to comply with essential lease requirements:

(a) Applicant ability and willingness to comply with the essential lease requirements will be check and documented in accordance with PHA's "Resident Selection Plan". Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the PHA.

(b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected **not to:**

(i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety or welfare;

(ii) adversely affect the physical environment or financial stability of the project;

(iii) violate the terms and conditions of the lease;

(iv) require services from PHA staff that would alter the fundamental nature of PHA's program.

(c) PHA will conduct a detailed interview of all applicants. Applicant will be asked questions based on the essential elements of tenancy. Answers will be subject to third party verification.

(d) PHA will complete a credit check and rental history check on all applicants.

(e) Payment of funds owed to PHA or any other housing authority is part of the screening evaluation. PHA will reject an applicant for unpaid balances owed PHA by the applicant for any program that PHA operates.

(f) PHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the PHA rejects an applicant on the basis of criminal history, the PHA must notify the household of the proposed rejection and provide the household member whose criminal history is at issue with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record.

(g) If any screening activity suggest that an applicant household member may be currently engaged in illegal use of drugs, the PHA shall seek information from a drug abuse treatment facility to determine whether the facility has reasonable cause to believe the household member is currently engaging in illegal drug use.

(h) PHA's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant's adult family members:

- Past performance in meeting financial obligations, especially rent and utility bills.

- Record of disturbances of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other tenants or neighbors.

- History of criminal activity on the part of any applicant family member involving

- ✓ PHA may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection;

- ✓ PHA may, if a stature requires that the PHA prohibit admission for a prescribed period of time after some disqualifying behavior or event, choose to continue that prohibition for a longer period of time.

- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).

- An applicant's ability and willingness to comply with the terms of PHA's lease.

(i) The PHA is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:

- The PHA shall reject the application of any applicant for three years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related criminal activity. However, the PHA may admit the household if the PHA determines that:

  - ✓ The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA, or

  - ✓ The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).

- The PHA is required to reject the application of a household if the PHA determines that:

  - ✓ Any household member is currently engaging in illegal use of a drug; or

  - ✓ The PHA has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents; or

  - ✓ Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing; or

  - ✓ Any member of the household is subject to a lifetime registration requirement under a State sex offender registration program; or

  - ✓ Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

(j) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

(k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of PHA's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by PHA.

3. Screening applicants who claim mitigating circumstances

(a) If negative information is received about an applicant, PHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.

(b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

(c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, PHA shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstances. PHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

(d) Examples of mitigating circumstances might include:

(i) Evidence of successful rehabilitation;

(ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or

(iii) Evidence of successful and sustained modification of previous disqualifying behavior.

(e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. PHA will consider such circumstances in light of:

(i) the applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;

(ii) the applicant's overall performance with respect to all the screening requirements; and

(iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants

(a) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the applicant as a family;

(ii) Eligibility of the applicant with respect to income limits for admission;

(iii) Eligibility of the applicant with respect to citizenship or eligible immigration status;

(iv) Unit size required for and selected by the family;

(v) Preference category (if any) to which the family is entitled; and

(vi) Qualification of the applicant with respect to the Selection Criteria.

(b) Qualified families will be notified by PHA of the approximate date of admission insofar as that date can be determined, however the date stated by PHA is an estimate and does not guarantee that applicants can expect to be housed by that date.

(c) Unqualified applicants will be promptly notified by a Notice of Rejection from PHA, stating the basis for such determination and offering an opportunity for informal hearing.

(d) Applicants known to have a disability that are eligible but fail to meet the Selection Criteria, will be offered an opportunity for a second meeting to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

G. Occupancy Guidelines

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear and under-utilization.

Minimum and Maximum-Number –of-Persons-Per Unit

Unit Size	Number of Residents
Studio	1
One Bedroom	1-2
Two Bedroom	2-4

(a) One-bedroom units are for the use of a two-person household unless there are no two-person households on the waiting list who qualify. In this case, a one-bedroom unit will be given to a one-person household with the understanding that should a qualified, two-person household need a one-bedroom unit, and if a studio unit is available, the single person in the one-bedroom unit will be transferred to the studio unit.

(b) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

(c) When a family is actually offered a unit, if they no longer qualify for the unit size where they were sublisted, they will be moved to the appropriate sublist, retaining their preferences and lottery assigned placement number. This may mean that they may have to wait longer for a unit offer.

(d) After move-in, if a unit becomes undercrowded or overcrowded because of changes in household composition, PHA may require the family to:

(e) Move within 30 days after PHA notifies him/her that a unit of the required size is available within the project; or

(f) Remain in the same unit and pay HUD/PHA-approved market rent.

III. TENANT SELECTION AND ASSIGNMENT PLAN

A. Organizing the Waiting List

It is PHA's policy that each applicant shall be assigned his/her appropriate place on the waiting list in sequence based on:

- Type and size of unit needed by the family (e.g. accessible or non-accessible unit, number of bedrooms);
- Applicant preference or priority, if any;
- Lottery assigned placement number.

PHA will maintain its waiting list in the form that records the type and size of unit needed, each applicants priority/preference status, lottery assigned placement number, date and time of application, and the race and ethnicity of the family head.

B. Making Unit Offers to Applicants

1. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status the following criteria will be used to make unit offers.

   - The first qualified applicant in sequence of the waiting list is made one offer of a unit of appropriate size and type.
   - The applicant must accept the vacancy offered or, for first refusal, applicant's application will be re-dated as of the date of the refusal, and applicant's name will be moved to the end of the applicable waiting list sublist. If applicant is offered a unit a second time and refuses to accept the offered unit, applicant's name will be removed from PHA's waiting list.
   - Applicants who are removed from the waiting list because they refuse unit offers without good cause may not reapply for housing for 18 months from the date of the second refusal to the offer of a unit.

2. PHA will first match the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the lower lottery assigned placement number will receive the earliest offer.

3. In the selection of a family for a unit with accessible features, PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

4. Local and ranking preferences will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the PHA will make an offer to an applicant who does not qualify for a ranking preference. Certain types of transfers will also be processed with new admissions.

5. The applicant must accept the vacancy offered within 5 working days of the date the offer is communicated or be repositioned (first refusal), or removed (second refusal) from the waiting list. All offers made over the phone will be confirmed by letter.

6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. If two units are ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.

C. Removing Applicant Names from the Waiting List

No applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;

2. The applicant fails to return required documents; or

3 The applicant fails to keep a personal, qualifying interview appointment; or

4. The applicant refuses an offered unit; or

5. The applicant requests that his/her name be removed from the waiting list; or

6. The applicant was clearly advised of the requirements to tell PHA of his/her continued interest in housing by a particular time and failed to do so; or

7. PHA made a reasonable effort to contact the applicant to determine if there is continued interest in housing but has been unsuccessful; or

8. PHA has notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing.

D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant

will not be dropped to the bottom of the list.

1. Examples of "good cause" for refusal of an offer of housing are:

   - The unit is not ready for move-in at the time of the offer of housing. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in.

   - Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;

   - The family demonstrates that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;

   - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other house members (each as listed on final application) or live-in aide necessary to the care of the principal household member;

   - The unit has lead paint and the family has children under the age of seven;

   - The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move;

2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

3. PHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

E. Leasing Accessible Units

1. Before offering a vacant accessible unit to a non-disabled applicant, PHA will offer such units:

   - First, to a current public housing resident having a disability that requires the special features of the vacant unit.

   - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

2. When offering an accessible/adaptable unit to a non-disabled applicant, PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease signed with the applicant.

F. Administering the Applicant and Transfer Waiting Lists

1. Resident initiated:

A Resident transfer may be approved when a Resident qualifies due to a health condition. To qualify, Resident must have signed documentation from a practicing, licensed physician containing all of the following:

(a) Detailed definition of current medical condition.

(b) Changes(s) requested by physician.

(c) Explanation of how the apartment currently occupied by Resident would contribute to the deterioration of Resident's health.

(d) Explanation of how the new apartment would help in the recovery or preservation of Resident's health.

2. Management intiated:

(a) In the event that a resident accepts a handicap accessible unit and does not have handicaps requiring the accessible features of the unit, PHA requires resident to agree to move to a non-accessible unit when a non-accessible unit becomes available and the handicap unit is required by a handicapped applicant or resident.

(b) After move-in, if a unit becomes undercrowded or overcrowded because of changes in household composition, PHA will require the family to:

(i) move within 30 days after PHA notifies him/her that a unit of the required size is available within the project.

(c) Tenants may refuse transfer offers for the "good cause" reasons cited in Section D above.

(d) Tenants who refuse a transfer without good cause and whose transfer are mandatory are subject to lease termination.

(e) Tenants may use the PHA grievance Procedure if the PHA is requiring them to transfer and they do not want to do so.

IV. Leasing Policies

A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.

2. The lease shall be signed by the head, spouse, and all other adult members of the household and by the Executive Director or other authorized representative of PHA, prior to actual admission.

3. If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling

4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

   (a) A new lease agreement will be executed, or

   (b) A Notice of Rent Adjustment will be executed, or

   (c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of PHA.

5. Residents must advise PHA if they will be absent from the unit for more than 7 days. Residents shall notify the manager, secure the unit and provide a means for PHA to contact the resident in an emergency. Failure to advise PHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, PHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will contact the applicant to set up a date to show the unit.

2. Once the unit is shown and the applicant accepts the unit, the manager will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then sent to the Occupancy department for a "good cause" determination.

3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

   - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

   - Also included, would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure.
   - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. When a resident requests approval to add a new person to the lease, PHA will conduct pre-admission screening of any proposed new adult member to determine whether the PHA will grant such approval.

Children added through a formal custody award are exempt from the pre-admission screening process.

3. Examples of situations where the addition of a family or household member IS subject to screening are:

   - Resident plans to be married and requests to add the new spouse to the lease;

   - Resident desires to add a new family member to the lease, or employ a live-in aide.

   - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

4. Residents who fail to notify PHA of additions to the household or who permit persons to join the household without undergoing screening are violating the terms of the lease. Persons added without PHA approval will be considered unauthorized occupants and the entire household will be subject to eviction.

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on PHA premises that would be a lease violation.

   - Visits of less than three days need not be reported to or approved my the Manager.

   - Visits of more than three and less than fourteen days are permitted, provided the are reported to the Manager within 72 hours and authorized by the manager.

   - Visits of more than 14 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.

   - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.

7. Residents will not be given permission to allow a former resident of PHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease.

   - The resident shall report the move-out within 30 calendar days of its occurrence.

   - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.

   - Medical hardship, or other extenuating circumstances shall be considered by PHA in making determinations under this paragraph.

V. Transfer Policy

A. General Transfer Policy

1. Transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability.

B. Types of Transfers

1. Resident Initiated

   (a) Resident transfer may be approved when a resident qualifies due to a health condition. To qualify, the resident must have signed documentation from a practicing, licensed physician containing all of the following:

      (i) Detailed definition of current medical condition

      (ii) Changes(s) requested by physician

      (iii) Explanation of how the unit currently occupied by resident would contribute to the deterioration of resident's health

      (iv) Explanation of how the new unit would help in the recovery or reservation of the resident's health.

2. Management Initiated:

   (a) After move-in, if a unit becomes undercrowded or over crowded because of changes in household composition, PHA will require the family to:

      (i) Move within 30 days after Management notifies him/her that a unit of required size is available within the project; or

      (ii) Remain in the same unit and pay market rent.

   (b) In the event that a resident accepts a handicap accessible unit and dies not have handicaps requiring the accessible features of the unit, management requires resident to agree to move to a non-accessible unit when a non-accessible unit becomes available or when the handicap unit is required by a handicapped applicant or resident.

C. Transfer Responsibilities

When a resident transfers to a new unit due to either a Resident or Management initiated transfer:

1. Management will be responsible for the following:

   (a) Move-out inspection of old unit

(b) Returning balance of security deposit of old unit after deduction any tenant damages, unpaid rent, or other items permitted by State or local law.

(c) Move-in inspection of new unit.

2. Resident will be responsible for the following:

(a) Returning unit key

(b) Returning the unit completely vacated an cleaned

(c) Attending final move-out inspection

(d) Charges for any and all damages to building, unit and/or its' common areas cause by the moving of furniture and personal property

(e) Charges for any and all damages that are considered to be beyond normal wear and rear of the old unit

(f) Any and all charges including those charges that might be over and above the amount being held as a security deposit

(g) Move-in inspection

(h) Wherever applicable, notifying all utility and cable television companies of his/her interest in contracting for the services provided by the individual company

(i) Signing of new lease and agreements

(j) All monies due for rent, security deposit, and any and all other charges as may apply.

D. Good Record Requirement for Transfers

1. In general, and in all cases of all resident-requested transfers, resident will be considered for transfers only if the head of household and any other family members for the past two years:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- Do not owe back rent or other charges, or evidence a pattern of late payment; and
- Meet reasonable housekeeping standards and have no housekeeping lease violations.

E. Paying for Transfers

1. Residents shall bear the cost of transfers to correct occupancy standards. Transfers requested or required by PHA, including those for temporary relocation during lead hazard reduction work, and all transfers for reasonable accommodations will be paid for or made by PHA.

V. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XII of this policy.

2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.

3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.

5. Who are in compliance with PHA's 8 hour per month community service requirements.

B. Remaining Family Members and Prior Debt

1. Remaining family members age 18 hears or older will be held responsible for arrearages incurred by the former head or spouse. PHA will not hold remaining family members (other that the head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18.

2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Reexaminations

1. Regular reexaminations: PHA shall, at least once a year, re-examine the family composition and incomes of all resident families, except that families paying Flat Rent shall have their incomes re-examined only every three years.

2. Special Reexaminations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special reexamination will be scheduled ever 60 days until a reasonably accurate estimate of income can be made.

3. Special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.

4. New Reexamination Date Following Income Disallowance: When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.

5. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Monetary or non-monetary contributions from person not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall

6. Reexamination Procedures

(a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.

(b) Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be filed in the resident's folder.

(c) Verified information will be analyzed and a determination made with respect to:

(i) Eligibility of the resident as a family or as the remaining member of a family;

(ii) Unit size required for the family (using the Occupancy Guidelines); and

(iii) Rent the family should pay.

(d) Residents with a history of employment whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.

(e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

(f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within the same month. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for termination of the lease.

7. Action Following Reexamination

(a) If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued.

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available.

VII. Interim Rent Adjustments: Fixed Rent System

A. Adjusting Rent Between Regular Reexaminations

1. Residents are required to report all changes in family composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly. Residents are also required to report interim increases in income if they have been granted interim rent reductions.

2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee.

3. PHA will process interim adjustments in rent as follows:

   (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

   (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

4. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases or it is time for the next regularly scheduled reexamination, whichever occurs first.

B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

VIII. Lease Termination Procedures

A. General Policy: Lease Termination

No resident's lease shall be terminated except in compliance with HUD regulations and the lease terms.

B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by PHA in writing the reason for the termination.

   - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

   - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity.

2. Notices of lease termination may be served personally or posted on the apartment door.

3. Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the

C. Recordkeep ing Requirements

A written record of every termination and/or eviction shall be maintained by PHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

IX. Utilities

Contract Rent (CAL 81-2) includes all utilities

X. Flat Rents

A. Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents are offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of PHA's housing units. PHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood;
- Size of PHA's units compared to non-assisted rental units from the neighborhood;
- Age, type of unit and condition of PHA's units compared to non-assisted rental units from the neighborhood;
- Land use in the surrounding neighborhood;
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at PHA's property and in the surrounding neighborhood;
- Crime in PHA's development and the surrounding neighborhood;
- Quality of local schools serving PHA's development;
- Availability of public transportation at PHA's development;

- Availability of accessible units for persons with mobility impairments.

B. Annual Update of Flat Rents

PHA shall review the Flat Rent structure annually and adjust the rents as needed. When a resident chooses Flat Rent, his/her rent shall be adjusted only at the next regular reexamination/recertification rather than at the point the Flat rent may change.

C. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements (if applicable) are met.

XI. Definitions and Procedures to be used in Determining Income and Rent

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal stature. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   If the Family has Net Family Assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.);

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph b.3. below concerning treatment of lump-sum additions as Family assets).;

6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;

7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B.7. below concerning pay for exposure to hostile fire.)

B. Items not included in Annual Income

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker'' compensation:, capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

   (See paragraph 14. below for treatment of delayed or deferred periodic payments of Social Security or Supplemental Security Income benefits.)

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide; provided the person meets the definition of a live-in aide (see Section 12 of these policies);

6. The full amount of student financial assistance paid directly to the student or the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Certain amounts received that are related to participation in the following programs:

   (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc, for the duration of the training);

   (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;

(d) A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and

(e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the PHA;

9. Temporary, non-recurring, or sporadic income (including gifts);

10. Reparations payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

11. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);

12. Adoption assistance payments in excess of $480 per adopted child;

13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result if increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

(a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work Programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least $500.

(b) During the 12 month period beginning when the member first qualifies for a disallowance, the PHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.

(c) Regardless of how long it take a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.

(d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).

14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxed paid on the dwelling unit.

16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

17. Amounts specifically excluded by any other Federal Stature from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7USC 2017 (h)];

- Payments to volunteers under the Domestic Volunteer Service Act of l173 [42 USC 5044 (g), 5088];

- Payments received from programs funded under Title V of the Older American Act of 1965 [42 USC 3056 (f)]:

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);

- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q);

- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j))

- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima

- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

C. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

For All Families:

1. Child Care Expenses: A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by PHA when the expense is incurred to permit education or to seek employment.

2. Dependent Deduction: An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. Work-related Disability Expenses: A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

   Equipment and auxiliary apparatus may include but are not limited to: Wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

   (a) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

   (b) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three

For elderly and disabled families only:

4. Medical Expense Deduction: A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines (prescribed by a physician), transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by PHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

(a) for elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

(b) For elderly or disabled families with both work-related disability expenses and medical expenses: The amount of the deduction is calculated as described in paragraph 3 (b) above.

5. Elderly/Disabled Household Exemption: An exemption of $400. per household.

6. Optional Deductions/Exemptions: PHA has not amended this policy to grant further deductions.

E. Computing Rent

1. The first step in computing rent is to determine each family's Total Tenant Payment. Total Tenant Payment includes the Utility Allowance (utilities are paid by PHA) and equals Tenant Rent.

2. Total Tenant Payment is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less that the
- Minimum Rent; and never more than the
- Flat Rent, if chosen by the family

3. The minimum Rent shall be $50.00 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the $50.00 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;

- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- a death in the family has occurred; or
- Other circumstances as determined by PHA

5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the unit they will be occupying.

KOTTINGER PLACE
RESIDENT SELECTION PLAN

I. FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS, STATEMENTS OF NON-DISCRIMINATION

It is this community's policy to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (As amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Fair Housing Act of 1988, and any legislation protecting the individual rights of residents, applicants, or employees which may subsequently be enacted.

Kottinger Place shall not discriminate because of race, color, creed, religion, sex, familial status, national origin or disability in the leasing, rental, or other disposition of housing or related facilities, (including land), included in any Development or Developments under its jurisdiction or in the use or occupancy thereof.

Kottinger Place shall not on account of race, color, creed, religion, sex, familial status, national origin, or disability:

A. Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs;
B. Provide housing which is different than that provided others;
C. Subject a person to segregation or disparate treatment;
D. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
E. Treat a person differently in determining eligibility or other requirements for admission;
F. Deny a person access to the same level of services; or
G. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

This site shall not automatically deny admission to a particular group or category of otherwise eligible applicants (e.g., families with children born out of wedlock, welfare recipients, single parent households) or against individuals who are not members of the sponsoring organization of the community. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

The Landlord agrees to allow resident and resident organizers to conduct on the property the activities related to the establishment or operation of a resident organization set out in accordance with HUD requirements.

This site will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, this site will make reasonable accommodation for individuals with handicaps or disabilities (applicants or residents). Such accommodations may include changes in the method of administering policies, procedures, or services.

The Pet Rules (24 CFR Part 5 HUD regulations) do not apply to an animal used by a resident or visitor that is needed as a reasonable accommodation for the resident or visitors' disability.

Service animals [HUD ref 4350.30, 4-14 (b)] that assist persons with disabilities are considered to be auxiliary aids and are exempt from the pet policy and from the refundable pet deposit. Examples include guide dogs for

persons with vision impairments, hearing dogs for persons with hearing impairments, and emotional assistance animals for persons with chronic mental illness.

In addition, this site may perform structural modifications to housing and non-housing facilities where such modifications would be necessary to afford full access to the housing program for qualified individuals with handicaps.

In reaching a reasonable accommodation with, or performing structural modifications for, otherwise qualified individuals with disabilities, this site is not required to:

A. Make structural alterations that require the removal or altering of a load-bearing structural member;
B. Provide support services that are not already part of this site's programs;
C. Take any action that would result in a fundamental alteration in the nature of the program or service; or
D. Take any action that would result in an undue financial and administrative burden on this site including structural impracticality as defined in the UFAS.

If a requested structural modification poses a substantial financial and administrative hardship, the Landlord must then allow the resident to make and pay for the modification in accordance with the Fair Housing Act.

To reach the Section 504 Coordinator, contact the Dir. of Asset Management at 590 Lennon Lane, Suite #110, Walnut Creek, CA 94598 or call (925) 627-7000 or TTY (925) 627-7015.

II. PRIVACY POLICY

It is this community's policy to guard the privacy of individuals conferred by the Federal Privacy Act of 1974, and ensure the protection of such individuals' records maintained by this site.

Therefore, neither Kottinger Place nor its agents shall disclose any personal information contained in its records to any person or agency unless the individual about whom information is requested shall give written consent to such disclosure.

This privacy policy in no way limits this site's ability to collect such information as it may need to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

Consistent with the intent of Section 504 of the Rehabilitation Act of 1973, any information obtained on handicap or disability will be treated in a confidential manner.

III. NON-CITIZEN

This policy is being put forth to implement Section 214 of the Housing and Community Development Act of 1981 which prohibits persons without proper citizenship or residency documentation from receiving Federal housing assistance (see HUD-4350.3, Chapter 3, Section 3-11 & 3-12, dated 6/07). All applicants as well as future residents of the household must comply with Section 214 by completing all of the appropriate non-citizen documents such as, but not limited to:

- Family/Owner's Summary Sheet
- Applicant/Resident Declaration Form
- Applicant/Resident Verification Consent Form
- Applying for HUD Housing Assistance (form HUD -1141)

The applicant is required to provide one of the following documents in order to be eligible for assistance:

A. If declaring to be a citizen of the United States or a national
   1. Birth certificate
   2. U.S. passport
   3. Voter registration card

B. If declaring to have eligible immigration status
   1. Form I-551, Alien Registration Receipt Card (for permanent resident aliens).
   2. Form I-94, Arrival-Departure Record, with one of the following annotations:
      a. "Admitted as Refugee Pursuant to section 207"
      b. "Section 208" or "Asylum"
      c. "Section 243(h)" or "Deportation stayed by Attorney General"
      d. "Paroled Pursuant to section 212(d) (5) of the INA"
   3. If Form I-94, Arrival-Departure Record is not annotated, then accompanied by one of the following documents:
      a. Final court decision granting asylum (only if no appeal is taken)
      b. A letter from an INS asylum officer granting asylum
      c. A court decision granting withholding of deportation
      d. A letter from an INS asylum officer granting withholding of deportation
   4. Form I-688, Temporary Resident Card, which must be annotated "section 245A" or "section 210".
   5. Form I-688 B, Employment Authorization Card, which must be annotated "Provision of Law 274a.12 (11)" or "Provision of Law 274a.12".
   6. A receipt issued by the INS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and the applicant's entitlement to the document has been verified.

The applicant's failure to comply with the non-citizen requirements can result in not receiving assistance for the household.

The applicant must notify management before anyone is added to the current household in order for the necessary non-citizen documents to be completed before the household actually moves in.

The applicant needs to know that the outcome of this new documentation may affect the percentage of housing assistance the household can receive. If all household members are eligible citizens or eligible non-citizens, the household rent is based on 30 percent (30%) of the household's total income. However, if some household members are eligible citizens or eligible non-citizens, and some household members are ineligible citizens or ineligible, the household rent is based on a prorated amount of total household income. If the entire household is ineligible citizens or just ineligible, the household is not entitled to subsidy.

IV. DRUG FREE

It is this community's intention is to provide a safe, clean, and drug-free environment. This site upholds, in accordance with federal law, a strict, drug-free policy. The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) will not be tolerated.

It is understood that the use, attempted use, or possession, manufacture, sale, or distribution of an illegal, controlled substance (as defined by local, state, or federal law) while in or on any part of this apartment complex or cooperative is an illegal act. It is further understood that such action is a material lease violation. Such violations (hereinafter called a "drug violation") may be evidenced upon the admission to or conviction of a drug violation.

The Landlord may require any lessee or other adult member of the Resident household occupying the unit (or other non-adult person outside the Resident household who is using the unit) who commits a drug violation to vacate the leased unit permanently, within time frames set by the Landlord, and not thereafter enter upon the Landlord's premises or the lessee's unit without the Landlord's prior consent as a condition for continued occupancy by members of the Resident household. The Landlord may deny consent for entry unless the person agrees to not commit a drug violation in the future and is either actively participating in a counseling or recovery program, complying with court orders related to a drug violation, or completed a counseling or recovery program.

The Landlord may require any lessee to show evidence that any non-adult member of the Resident household occupying the unit, who committed a drug violation, agrees to not commit a drug violation in the future, and to show evidence that the person is either actively seeking or receiving assistance through a counseling or recovery program, complying with court orders related to a drug violation, completed a counseling or recovery program within time frames specified by the Landlord as a condition for continued occupancy in the unit. Should a further drug violation be committed by any non-adult person occupying the unit the Landlord may require the person to be severed from tenancy as a condition for the continued occupancy of the lessee.

If a person vacating the unit, as a result of the above policies, is one of the lessees, the person shall be severed from the tenancy and the Lease shall continue among any other remaining lessees and the Landlord. The Landlord may also, at the option of the Landlord, permit another adult member of the household to be a lessee.

Should any of the above provisions governing a drug violation be found to violate any of the laws of the land, the remaining enforceable provisions shall remain in effect. The provisions set out above do not supplant any rights of Residents afforded by law.

V. VIOLENCE AGAINST WOMEN ACT

It is the policy of this property to comply fully with the Violence Against Women Act and Department of Justice Reauthorization Act of 2005, Public Law 109-162, hereafter referred to as VAWA.

In summary, the VAWA provides legal protections to victims of domestic violence, dating violence or stalking. These protections prohibit owners and management agents from evicting or terminating rental assistance from individuals being assisted under a project-based Section 8 program if the asserted grounds for such action are an instance of domestic violence, dating violence or stalking.

VAWA Protections

A. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

B. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a resident's household or any guest or other person under the resident's control, cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of that abuse.

C. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

All new residents will be required to sign the HUD-approved Lease Addendum, Form HUD-91067 as a part of their lease signing. This lease addendum includes the VAWA provisions.

VI. QUALIFYING FOR ADMISSION

Based on Kottinger Place' Project Rental Assistance Contract execution date of November 1, 1974, this community may not admit ineligible applicants. In order to be eligible, a household must meet the outlined eligibility criteria:

A. Applicant (s) must be 62 years of age or older or disabled individual over the age of 18.

B. Owners must make at least 40 percent (40%) of the assisted units that become available in each year of the community's fiscal year available for leasing to households whose income does not exceed 30 percent (30%) of the area median income ("extremely low income") at the time of admission (**NOTE**: Under HUD Notice H 00-18, Income-Targeting):

Section 8 Program – Extremely Low Income

Extremely Low Income Limit for one person:	$18,750
Extremely Low Income Limit for two persons:	$21,450

Extremely low-income limits are set at 30 percent (30%) of the area's median income and are used only for Section 8 residents.

Section 8 Program – Very Low Income

Very Low Income Limit for one person	$31,250
Very Low Income Limit for two persons	$35,700

Very Low Income Limits are set at 50 percent (50%) of the area's median income and are used only for Section 8 residents.

C. The resident must comply with the unit size standards as outlined in this policy.

D. The applicant agrees to pay the rent required by the subsidy program under which the applicant will be admitted. **NOTE:** Under HUD Notice H 00-18, a minimum rent of $25 per month is required.

E. The unit will be the family's only residence.

F. At the time of admission, the applicant is not receiving assistance on any unit. **NOTE**: This paragraph prevents residents from receiving assistance on two units at the same time. It does not prevent a person who is currently receiving assistance from applying for an assisted unit in another community. Management staff will review the Existing Tenants Report in HUD's Enterprise Income Verification System to help determine compliance with this requirement.

G. The applicant meets the eligibility criteria as outlined below:

Kottinger Place is a 221d3/Section 8 community, whose units are to be leased to eligible elderly persons or family where the head of household or spouse is 62 or older or a disabled or handicap person as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act. To qualify for admission to one of the units for the elderly, the applicant must be an elderly person or "elderly family".

The definition of an elderly family is:

1. Families of two or more persons, one of whom is 62 years of age or older;
2. The surviving member or members of any family in paragraph A above living in an assisted apartment with the deceased member of the family at the time of his or her death;

3. A single person who is 62 years of age or older; or
4. Two or more "elderly persons" living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well being.

A handicapped person is defined as:
1. An adult having a physical or mental impairment that:
2. Is expected to be of long-continued and indefinite duration;
3. Substantially impedes the person's ability to live independently; and
4. Is such that the person's ability to live independently could be improved by more suitable housing conditions.

An adult who has a developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Acts generally provided as follows:

1. A severe, chronic disability, which is attributable to a mental and/or physical impairment or combination of mental and physical impairments;
2. Was manifested before age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitations in three (3) or more of the following areas of major life activity: self care; receptive and responsible language; learning; mobility; self-direction; capacity for independent living; and 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 which are of lifelong, or extended duration and are individually planned and coordinated.
6. An adult who has a chronic mental illness, i.e., if he or she has a severe and persistent mental or emotional impairment that seriously limits his/her ability to live independently (e.g., by limiting functional capacities relative to primary aspects of daily living such as personal relations, living arrangements, work, recreation, etc.), and whose impairment could be improved by more suitable housing conditions.

Restrictions on assistance to students enrolled in an institution of higher education. No assistance shall be provided under section 8 of the 1937 Act to any individual who:
1. Is enrolled as either a part-time or full-time student at an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965) (20 U.S.C.1002) for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential;
2. Is under 24 years of age;
3. Is not a veteran of the United States military;
4. Is unmarried;
5. Does not have a dependant child;
6. Is not a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)) and was not receiving section 8 assistance as of November 30, 2005;
7. Is not living with his or her parents who are receiving Section 8 assistance; and
8. Is not individually eligible to receive Section 8 assistance and has parents (the parents individually or jointly) who are not income eligible to receive Section 8 assistance.

The student must meet all of the following criteria to be eligible for Section 8 assistance. The student must:
1. Be of legal contract age under state law;
2. Have established a household separate from parents or legal guardians for at lease one year prior to application for occupancy, or meet the U.S. Department of Education's

3. Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
4. Obtain a certification of the amount of financial assistance that will be provided by parents, signed by individual providing the support. This certification is required even if no assistance will be provided

Every applicant must meet the Resident Selection criteria. The resident selection criteria are used to demonstrate the applicant's suitability as a resident using verified information on past behavior to document the applicant's ability, either alone or with assistance, to comply with essential lease provisions and any other rules governing tenancy. The applicant family will be judged on past habits and practices related to tenancy and not on any attribute or behavior which may be imputed to a particular group or category of persons of which an applicant may be a member. **NOTE:** Per HUD Notice H 00-18, for the purpose of deterring crime, this community reserves the right to lease a Section 8 unit to an employed police officer or security person who is over the HUD income limits set for this property.

V. OCCUPANCY STANDARDS

To determine how many bedrooms a Household may have, Kottinger Place:

A. Will count all full-time members of the household;
B. Will count all persons under the age of 18 anticipated to reside in a unit (**EXAMPLES** include children expected to be born to pregnant women, children who are in the process of being adopted by an adult, children whose custody is being obtained by an adult, children who are subject to a joint custody agreement but who live in the unit at least 50 percent of the time, foster children who will reside in the unit, children who are temporarily absent due to placement in a foster home).
C. Will count live-in attendants; and
D. Will count children who are away at school but live with the family during school recesses. Occupancy standards for this community are as follows:

Apartment Size	Number of Residents
Standard Studio	1 - 2
One Bedroom	1 – 3

After move-in, if an apartment becomes underutilized or overcrowded because of changes in household composition, Management will require the family to:

1. move within 30 days after Management notifies him/her that an apartment of the required size is available within the community;
   or
2. remain in the same unit and pay HUD-approved market rent.

VI. APPLICATION INTAKE, PROCESSING, & INTERVIEW

Application Intake and Processing

It is this community's policy to accept and process applications in accordance with applicable HUD Handbooks and Regulations.

When the Wait List is open, applications may be obtained from the site office during the hours of 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday, excluding weekends and holidays. All applications are to be either taken or mailed to the site at the following address:

When an application is received, a staff member of this site will review the application with the applicant to verify that the application is completely filled out. If the application is received via the mail and the application is not completely filled out, a call will be made to the applicant to allow the applicant the opportunity to complete the application. After the application is completely filled out, the application will be date and time stamped and applicant's name will be added to the wait list according to the process currently in place (see Wait List Management section).

All communication with applicants will be by first class mail. Failure to respond to letters may result in withdrawal of an application from further processing. Management may make exceptions to the procedures described herein to take into account circumstances beyond the applicant's control, for example, medical emergencies or extreme weather conditions.

Anyone who wishes to be admitted to this site or be placed on the wait list must complete an application. This site may refuse to take a family's application only if the wait list is so long that the average wait for a unit will be a year or longer and the wait list has been officially closed.

Every application must be completed and signed by the head of the household, spouse, and each household member that is 18 years or older. All other members of the household will be listed on the application form. Staff will assist any applicant who might have trouble completing the application form. This assistance might take the form of answering questions about the application, helping applicants who might have literacy, vision, or language problems, and, in general, make it possible for interested parties to apply for assisted housing.

Application Interview

The top five (5) applicants on the wait list will be verified at all times. When an applicant becomes one of the top five (5) on the wait list, site staff will interview the applicant and obtain current information about the family's circumstances. In order to meet the 40% rule (see V) if, at the time an apartment becomes available, there are no *extremely-low income* applicants within the top five (5), site staff will continue the qualifying process down the wait list until an *extremely-low income* applicant has been found.

When an apartment becomes available, if we have not met our 40 percent (40%) requirement, we will endeavor to rent this apartment to someone in the *extremely-low income* bracket. When an apartment becomes available:

- The top person on the wait list will be looked at. If that person is an *extremely-low income* applicant, the apartment will be offered to them.
- If they are not an *extremely-low income* applicant and the property has not met the 40% requirement, the next person on the wait list will be looked at. This process will continue through the wait list until an *extremely-low income* applicant has been found.
- If the property is within their 40% requirement, the top person on the wait list would then be offered an apartment.

All household members *18 years of age and older* must attend the interview. At the interview, site staff will:

A. Confirm and update all information provided on the application.
B. Go over HUD Fact Sheet, HUD Form 9887, and HUD Form 9887a which requires the owner to give the applicant or resident a copy of all verifications, HUD Form 9887, HUD Form 9887a, and allows the applicant or resident the opportunity to bring home the forms, before signing, to read or to discuss them with a third party of their choice. The owner will give the applicant or resident another date to return to sign the forms.

C. Review the financial information on the application.

D. Explain eligibility requirements including family composition and income requirements. Obtain other family income and composition information and other data needed to certify eligibility and compute the applicant's share of the rent.

E. Explain non-citizen requirements, obtain non-citizen data to certify eligibility and compute the applicant's share of rent.

F. Explain program requirements, verification procedures, and penalties for false information. The penalties include eviction, loss of assistance, fines up to $10,000, and imprisonment up to five years.

G. Explain allowances (if applicable), including dependent deductions, child care expenses, disability care/expenses, elderly household allowances, and medical expenses.

H. Go over in detail the Notice to all Applicants: Options for Applicants with Disabilities or Handicaps form.

I. Review and complete a Special Unit Requirements Questionnaire and explain why information is needed. Review responses on the application and obtain signed releases as necessary. Give explanation of reasonable accommodation and limitations.

J. Ask the head of household, spouse, and household members age 18 and over to sign the release of information consent portion of any verification request used for them.

K. Require the head of household and spouse to give a written certification as to whether any family member did/did not dispose of any assets for less than fair market value during the two years preceding the effective date of the certification/ recertification. The certification must include: a list of all assets disposed of for less than fair market value; the dates disposed; the amount received; and the asset's market value at the time of disposition.

L. Require the head of household, spouse and all family members to disclose and document all social security numbers or execute a certification when a social security number has not been assigned.

1. Applicants who cannot provide their social security number by producing their card or other document showing the social security number must execute a written certification. The certification must be signed and dated.
    a. If one or more members of the family are under 18 years of age, the certification will be executed by their parent or guardian.
    b. Individuals who have applied for legalization under the Immigration Reform and Control Act of 1986 (IRCA) will be able to disclose the social security numbers but unable to supply the cards for documentation. Social security numbers are assigned to these persons when they apply for amnesty. The cards go to INS until the persons are granted temporary lawful resident status. Until that time, their acceptable documentation is a letter from INS indicating social security numbers have been assigned.
2. Individuals have 60 days from the date of the certification in paragraph a. above to obtain and supply documentation to verify the disclosed social security numbers.
3. Individuals who have not been assigned a social security number must execute a certification. The certification must state the individual's name, that a social security number has not been assigned, and must be signed and dated.
    a. The certification for individuals under 18 years of age will be executed by a parent or guardian.
    b. No further action is required for these individuals.

M. Advise the family that HUD is requiring management to compare the information provided by the family with information provided by Federal, State, or local agencies regarding the family's income and household composition, and credit, and criminal background history.

N. Tell the family that a final decision on eligibility cannot be made until all verifications are complete.

O. Inform the family that Federal laws prohibit this site from discriminating against individuals with disabilities.

P. Inform all applicants of housing for the elderly or disabled about the rules on owning pets.

VII. PREFERENCES FOR RESIDENT SELECTION

Selection of In-place Residents versus Wait List Applicants

It is this community's policy to give a vacant unit to a family already in occupancy before an applicant on the wait list if an apartment transfer meets the transfer policy requirements due to one of the following:

- A unit transfer because of changes in family size/composition;
- A deeper subsidy (if applicable); or
- A unit transfer for a medical reason with written verification by a medical provider.

Selection of Wait List Applicants

It is this site's policy that a preference does not guarantee admission. Every applicant must still meet Lakemount Apartment's Resident Selection Standards before being accepted as a resident.

VIII. WAIT LIST MANAGEMENT

It is this community's policy to administer its Wait List as required by HUD handbooks and regulations.

In-House Transfer Wait List

Upon notice of a vacant unit and if there is no current resident on the in-house transfer list, we would immediately qualify the next applicant on the wait list. This site will not hold up the qualification of an applicant when a vacancy occurs if there is no one on the in-house transfer list. Applications and in house transfers are always based on date of receipt.

This site maintains an in-house transfer wait list for those residents who need:

- A unit transfer because of changes in family size/composition;
- A deeper subsidy (if applicable); or
- A unit transfer for a medical reason with written verification by a medical provider.

Upon notice of vacancy of an appropriate sized unit for the in-house transfer wait list, the individuals on the in-house transfer list would be required to move within 30 days of notice from management or remain in the unit and pay HUD market rent. Applicants on the regular wait list would be contacted for qualification for the unit that the current resident is transferring from. If a resident household is being moved to a different unit as a reasonable accommodation to a household member's disability, then the owner will pay for the move.

Opening and Closing Wait Lists

In order to maintain a balanced application pool, this site may, at its discretion, restrict application taking, suspend application taking, and close wait lists in whole or in part. This site will also update the wait list by removing the names of those who are no longer interested in or no longer qualify for housing.

If this site has sufficient applications which will make the wait period exceed one year, it may elect to: (a) close the wait list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference or priority.

Decisions about closing the wait list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a Federal preference, and the ability of this site to house an

applicant in an appropriate unit within a reasonable period of time.

Closing the wait lists, restricting intake, or opening the wait lists will be publicly announced in local and regional media outlets, as well as other agencies serving disabled and non-profit clientele. If a wait list is closed, it will be posted in the property's office in plain view.

During the period when the wait list is closed, this site will not maintain a list of individuals who wish to be notified when the wait list is reopened as outlined in the Affirmative Fair Housing Marketing Plan.

Applicants will be contacted every January to confirm their continued interest in obtaining a unit. It is applicant's responsibility to respond in writing in order to maintain their place on the current wait list.

It is also applicant's responsibility to notify management in writing of any change of address or other pertinent information submitted on the initial application.

If a family's income changes from very low to low income by the time they reach the top of the wait list, the owner must give the family a written notice that:

A. Informs the family they are not presently eligible to be selected for assistance under this Section 8 contract because their income is above 50 percent of median income and, by law, assistance must be given first to persons whose income is at or below 50 percent of median income;
B. Advises them that they could become eligible if their household income decreases, the number of household number changes; or HUD grants an exception to the income limits; and
C. Asks if they want to stay on the wait list. If the family asks to remain on the wait list, the owner must permit them to do so.

Opening the wait list will be announced in the local newspapers and other publications which are listed in the HUD approved Affirmative Fair Marketing Plan (a copy will be available upon applicant's request); the announcement will include where and when to apply.

Failure to Return Required, Verification Documents

A. If an applicant fails to return required verification documents by the date specified, the applicant's application will be re-dated as of the failed date to return verification documents, and applicant's name will be moved to the end of this site's wait list.
B. If an applicant fails to return required verification documents a second time, applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to return required documents.
C. If an applicant is unable to return verification documents due to hospitalization, the applicant's name will stay in place on this site's wait list. However, if the applicant is unable to return verification documents a second time for any reason, applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to return required documents.

Failure to be Available for Personal, Qualifying Interview

A. If an applicant should refuse or seem to be resistant (keep changing interview date or unsure when they will be available to interview) to a personal, qualifying interview, applicant's application will be re-dated and applicant's name will be moved to the end of this site's wait list.
B. If an applicant should refuse or seem to be resistant (keep changing interview date or unsure when they will be available to interview) to a personal, qualifying interview a second time, applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to a personal interview.

C. If an applicant is unable to take part in a personal interview due to hospitalization, the applicant's name will stay in place on this site's wait list. However, if the applicant is unavailable for a personal interview a second time, the applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to a personal interview.

Failure to Accept Offered Apartment

A. If an applicant is offered an apartment and refuses to accept the offered apartment, applicant's application will be re-dated as of the date of the refusal, and applicant's name will be moved to the end of this site's wait list.
B. If an applicant is offered an apartment a second time and refuses to accept the offered apartment, applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to the offer of an apartment.
C. If an applicant is unable to accept an apartment due to hospitalization, the applicant's name will stay in place on this site's wait list. However, if the applicant is unavailable to accept an apartment a second time, the applicant's name will be removed from this site's wait list. In this case, the applicant may not reapply to this site for 18 months from the date of the second refusal to the offer of an apartment.

Removal of Applicants from the Wait List

This site will not remove an applicant's name from the wait list unless:

A. The applicant fails to return required verification documents; or
B. The applicant fails to keep a personal qualifying interview appointment; or
C. The applicant refuses an offered apartment; or
D. The applicant requests that the name be removed; or
E. The applicant was clearly advised of the requirements to tell this site of his/her continued interest in housing by a particular time and failed to do so; or
F. This site made a reasonable effort to contact the applicant to determine if there is continued interest in housing but has been unsuccessful; or
G. This site has notified the applicant of its intention to remove the applicant's name because the applicant no longer qualifies for assisted housing and has had no response from the applicant.

IX. VERIFICATION REQUIREMENTS

This site shall obtain verifications in compliance with requirements set forth in Appendix 3, Acceptable Forms of Verification of the HUD Handbook 4350.3. No decision to accept or reject an application shall be made until all verifications have been collected and the necessary Follow-Up Interview has been performed.

Types of Verifications Required

All information relative to the following items must be verified as described in these procedures:

A. Eligibility for admission, such as:
   Income, assets, and asset income
   Family composition
   Social Security numbers

B. Allowances, such as:
   Age, disability, or handicap of family members
   Full time student status

Child care costs
Handicap expenses
Medical costs (Elderly Families only)

C. Compliance with Applicant Selection Criteria, such as:
Documented ability and willingness to abide by lease requirements
Previous history of tenancy, rent paying, caring for a home
No Criminal activity of any family member

D. Special Program Requirements, such as:
Transitional housing
Congregate Housing
Special Needs Housing

All the above information must be documented and appropriate verification forms or letters placed in the applicant or resident's file.

Period for Verification

Only verified information that is less than hundred twenty (120) days old may be used for certification or recertification. Verified information not subject to change (such as a person's date of birth) need not be re-verified.

Information obtained which is subject to change, and for which verifications are more than 120 days old, must be re-verified.

Attempted Fraud

Any information provided by the applicant that verification proves to be untrue may be used to disqualify the applicant for admission on the basis of attempted fraud. This site considers false information about the following to be grounds for rejecting an applicant:

- Income, assets, family composition
- Social security numbers
- Allowances
- Previous resident history or criminal history

Unintentional errors that do not secure an advantage with regard to program eligibility, preferences, or rent will not be used as a basis to reject applicants.

Sources of Information

Sources of information to be checked may include, but are not limited to the following:

- The applicant by means of interviews;
- Present and former landlords, or housing providers;
- Present and former employers;
- Credit and criminal background checks;
- Family social workers, parole officers, court records, drug treatment centers, clinics, physicians, clergy.

Verifications and Rent Computations

Income and rent computations: Annual income (used to determine eligibility) and adjusted income (the income upon which rent is based), will be computed in accordance with the definitions and procedures established in Federal law and set forth in the applicable HUD regulations.

Preferred forms of Verification

Verifications shall be attempted in the following order:

- Third-party written;
- Third-party oral with a record kept in the file;
- Review of documents provided by the family;
- Forms faxed, e-mail or from the Internet (such as governmental agencies websites);
- In the absence of any of the above: affidavits (self-certifications) from the family.

Each file will be documented to show that that site staff attempted to obtain third-party written documentation before relying on some less acceptable form of information.

Verifying Annual Income

A. Projections of annual income shall be based on the best available information, considering the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family group.

B. The income of irregular workers will be estimated on the basis of the best information available, considering earning ability and work history.

C. When a resident or applicant reports zero income, site staff will visit the resident/applicant in his/her unit to determine the likelihood of the resident/applicant's report. If the resident/applicant is found to have a car, a telephone, to smoke, use disposable diapers, or have other evidence of some form of income, the applicant will be asked to explain the source of income supporting cash expenditures when zero income is present. Investigations may include ordering a credit report on the resident/applicant.

D. Overtime income will be computed in accordance with verification obtained from the employer, in the absence of more reliable or accurate information.

E. Income is the most important factor in determining a family's eligibility and rent. This site has established methods of verifying income which include:

1. Enterprise Income Verification (EIV), a web-based computer system containing employment and income information on individuals participating in HUD's rental assistance program.
2. Written third-party verification through an employer or public agency. Site staff may update this verification by phone provided a memorandum to the file is prepared.
3. Property review of documentation provided by the family such as:
    - Benefit checks
    - Income tax returns
    - W-2 forms
4. In the absence of any of the above, affidavits from the family describing the amount and type of income are acceptable documentation.

X. DETERMINATION OF APPLICANT ELIGIBILITY

Information needed to determine applicant eligibility shall be obtained and verified, and the determination of applicant eligibility performed in accordance with HUD requirements.

XI. DETERMINATION OF APPLICANT QUALIFICATION

The Applicant Screening Policy

All applicants for assisted housing will be screened for a drug-related and criminal activity (including registrations as a sex offender), and Landlord rental history, according to the criteria set forth in this Resident Selection Plan. This site prohibits the admission of individuals who have been evicted from a federally subsidized community in the past three (3) years for drug/criminal activity, or engaged in drug related criminal behavior, or are subject to a state lifetime sex offender registration program, or all individuals whose abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents (see HUD Handbook 4350.3, Chapter 4, Paragraph 4-7). These criteria, which are based on those set forth in the HUD Regulations, relate to the individual behavior of each applicant household.

General Principles of Screening

This site will be the final judge of what constitutes adequate and credible documentation. If staff have doubts about the authenticity or reliability of information received, they may pursue alternative methods until they are satisfied that their documentation is the best available.

A distinction is drawn in this document between verifications provided by landlords and information from other housing providers. This is because landlords have a relationship with applicants that is more similar to that which a management agent has with its residents than do other housing providers such as friends, relatives, shelters or institutions. Also, landlords are more likely to use leases that are comparable to assisted housing leases than are other housing providers.

Site staff will be prepared to explain, if necessary, to landlords and other housing providers what the obligations of assisted housing tenancy entail, to help these verification sources provide informed references about applicant's future ability to comply with these requirements.

The Application Form and Screening

Certain key questions relating to the applicant's eligibility, preferences, and resident history will be asked as a part of the application form such as, but not limited to, the Social Security numbers of all family members and the name, address, and telephone numbers of either current and former landlords or the housing provider with whom they are currently living. Failure to provide this information will result in a delay or possible termination of application processing. Site staff will assist applicants, as needed, in understanding the application process and completing this site’s forms.

Obtaining Applicant Releases

When applicants are interviewed prior to the eligibility and preference determination, all adult family members will be required to execute the following releases, at a minimum.

A. At least three (3) copies of the Landlord Reference Form: one each for the current and two former landlords, plus others as needed.
B. Two (2) copies of the Utility Verification Form: one each for the gas and electric companies.
C. One (1) copy of the Detoxification Verification Form for each Detox Center.
D. One (1) copy of the Verification of Ability to Comply with Lease Terms Form, but only if applicants are currently residing in some setting other than a unit with a lease and a landlord.

How Applicant's History Will Be Checked

Outlined below are the methods by which every applicant's performance relative to each of the criteria will be checked:

A. Past performance in meeting financial obligations, especially rent:

1. This will be checked first by contacting the current landlord and at least one prior landlord and utility suppliers (if applicable). The Landlord Verification Form will be used to gather information about past performance meeting rental obligations. The Utility Verification Form will be used to collect utility history.
2. The reason for checking with prior landlords is that current landlords of dangerous, destructive, or costly applicants may misrepresent information about them to get this site to take over their problem. Contacts with all prior landlords for at least the past five years are to be pursued.
3. This site will run a credit check and a criminal background investigation on all applicants. In addition, this site may check court records for evidence of eviction or judgments against the applicant. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments.
4. If verified records of timely rental payments (and utility payments, if applicable) are received from landlord(s) and utility supplier(s), no further documentation of past performance in meeting financial obligations, especially rent, need be collected.
5. If the applicant has no landlord reference (e.g. because of living with friends or family or in an institution or shelter) or if the landlord reference is ambiguous or not credible, this site will run a credit check on the applicant. In addition, this site may check court records for evidence of eviction or judgments against the applicant. The purpose of these checks is to obtain information on the applicant's past history of meeting financial obligations and future ability to make timely rent payments.
6. In the absence of credible landlord references with respect to past performance meeting rental obligations, in addition to credit check, this site will contact the current housing provider with a request that someone with knowledge of the applicant's behavior and abilities complete the Verification of Ability to Comply with Lease Terms form. Staff will also use the Checklist: Ability to Comply with Lease Terms in an interview with the applicant. If the current housing provider is a relative, this site may collect additional information on the applicant’s ability to comply with lease terms.
7. If site staff has questions about information received, they may contact the housing provider in order to get reliable and credible documentation.

B. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety, or welfare of other residents, or cause damage to the unit or development;

1. Staff will check for these potential problems with the current landlord and at least one former landlord using the Landlord Verification Form.
2. If the applicant is not currently living under a lease with a landlord, the housing provider will be asked to verify the applicant's ability to comply with this site’s lease terms as it relates to this standard. Any area for which the applicant has upkeep responsibility will be verified.
3. An applicant's behavior toward site staff will be considered in relation to future behavior toward neighbors. Physical or verbal abuse or threats by an applicant toward site staff will be noted in the file.

C. Involvement in criminal activity by any member of an applicant family that would adversely affect the health, safety, or welfare of other residents will be verified using the Landlord Verification Form. The current and former landlord will be asked to indicate problems in this area during the applicant's tenancy. If these verifications or any other verifications when returned and indicate possible criminal activities, court records will be examined. The Landlord may reject an applicant for the following conditions at his/her current or previous housing:

1. drug related criminal activity engaged in, on, or near the premises, by any resident, household member, or guest, and any such activity engaged in on the premises by any

2. determination made by the Landlord that a household member is illegally using a drug;
3. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
4. any household member who is subject to a state sex offender lifetime registration requirement;
5. criminal activity by a resident, any member of the resident's household, a guest or another person under the resident's control:
    a. that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including management staff residing on the premises); or
    b. that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
6. if the resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor; or
7. if the resident is violating a condition of probation or parole under Federal or State law;
8. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
9. if the Landlord determines that the resident, any member of the resident's household, a guest or another person under the resident's control has engaged in criminal activity, regardless of whether the resident, any member of the resident's household, a guest or another person under the resident's control has been arrested or convicted for such activity.

D. A record of eviction from housing or termination from residential programs:
1. Staff will check Kottinger Place' records, landlord records, and other court records to determine whether the applicant has been evicted from this site, any other assisted housing or any other property in the past.
2. Record of termination from residential programs will be checked with police, service agencies, and with any housing providers referred by the applicant.
3. Conditions of former tenancy may not apply to an applicant, individual or group, where the new lessee is to be a person other than the former lessee. If there has been a change in head of household, or a family member other than the former lessee is now seeking assisted housing as an individual, the applicant will in no way be held accountable by this site for the rental delinquency or other problems of the former lessee unless the applicant or other members of the applicant's household contributed to the cause of the involuntarily termination. A spouse of a former resident who signed a previous lease will be considered responsible for the family's former actions.
4. Staff must consider the date and circumstances of any past eviction or termination in determining its relevance to tenancy at this site.

E. An applicant's ability and willingness to comply with the terms of this site's lease.
1. If an applicant is able to document that he or she is complying with lease terms in current and former residences, through landlord references, this standard will be considered to have been satisfied. Ability to comply with this site's lease terms will be checked only in the absence of satisfactory landlord's documentation.
2. If the applicant is currently living in a setting that does not require compliance with lease terms comparable to the lease used by this site, staff will send the Verification of Ability to Comply with Lease Terms form to the housing provider. Staff will also complete the Checklist: Ability to Comply with Lease Terms. These forms may bring to light justifying circumstances or reasonable accommodations an applicant may need (to care for the unit or manage money, for example) and enables this site to be sure such services are in place before the applicant is admitted.

F. An applicant's misrepresentation of any information related to eligibility award of preference for admission, allowances, family composition, or rent.
   1. The application shall be rejected if, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, applicant selection criteria qualification, allowances, or rent.
   2. This provision shall not be applied to minor mistakes in fact that produce no benefit to the applicant.

G. If anyone in your household is subject to a lifetime registration requirement under a state sex offender registration program, your admission to the program will be denied.

Preliminary Recommendation of Admission or Rejection

When the verification forms have been returned or telephone verifications obtained, site staff will make a preliminary recommendation of Admission or Rejection. This preliminary determination will be based on the following:

A. Response from current and at least one former landlord. The responses must be positive or neutral. If applicants have been evicted from a federally subsidized community in the past three (3) years for drug/criminal activity their application will be rejected.
B. Responses from utility suppliers. The responses must be positive or neutral and be consistent with the landlord information.
C. Responses from landlord reports, credit reports, court records, etc. No member of the applicant family should be involved in current drug-related or criminal activity or subject to a state lifetime sex offender registration program. If any member of the applicant household is currently involved with criminal activity, the applicant will be denied admission.
D. Response from housing provider other than a private landlord (if applicable). The applicant must be considered capable of and willing to comply with this site's lease terms.
E. Credit Report or Landlord Record Service Report (if applicable). The applicant must have a neutral or good record.
F. Response from the Detoxification Center. The applicant must have no current record of detoxification center admission for abuse of illegal drugs. If the applicant has had prior drug abuse, applicant must have graduated from an accredited rehabilitation treatment center. With respect to alcohol abuse, the applicant must have no history of disturbance of the peace or violence to persons or property when using alcohol.

The following list of factors may not be considered in making a decision to reject an application: Race, Color, Creed, Religion, Sex, Familial Status, National Origin, or Disability including mental or emotional illness.

After examining the screening criteria if the applicant appears to be ineligible and the applicant is known to have a disability or handicap, the applicant will be contacted and an interview set up to determine whether extenuating circumstances or reasonable accommodations would make it possible to house the applicant. If the applicant is not known to have a disability or handicap, the application will be rejected.

Applicants with Disabilities or Handicaps

It is illegal to reject an applicant because he or she has a handicap or disability, or for reasons that could be overcome by this site's reasonable accommodation of the applicant's disability or handicap. If, even with reasonable accommodation, applicants with disabilities or handicaps cannot meet essential program requirements, it is permissible to reject them.

Site staff will hold a second interview with any applicant known to have a disability or handicap who cannot meet one or more of the applicant screening criteria. The purpose of this interview is to determine whether it is

possible to admit the applicant through consideration or mitigating circumstances or by applying reasonable accommodation.

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, would indicate both the reason for the unsuitable rental history and/or behavior; and that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and applicant's prospect for lease compliance at this site is an acceptable one, justifying admission. Mitigating circumstances will be verified.

If the evidence of mitigating circumstances presented by the applicant relates to a change in medical condition or course of treatment, this site shall have the right to refer such information to person or persons qualified to evaluate the evidence and verify the mitigating circumstances.

Where applicants claim that prior unsuitable behavior resulted from alcoholism or drug addiction and that they are not currently engaging in alcohol abuse or use of illegal drugs, acceptable verification or mitigating circumstances would have to establish that:

> There is no verified current use of alcohol or illegal drugs.
>
> During the period for which the applicant has claimed no current use, the applicant's behavior in the previously unsuitable area must have shown improvement. Unimproved behavior shall be taken to imply that either the applicant's unsuitable behavior was not caused by alcohol or drug abuse, or the applicant is still engaging in alcohol or drug abuse. In any case, a lack of improvement in a previously unsuitable area shall result in a rejected application for applicants in this category.

This site shall also have the right to request further information reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature. If the applicant refuses to provide or give access to such further information, this site will not give further consideration to the mitigating circumstances.

If no mitigating circumstances exist that satisfy this site's applicant selection criteria, this site must consider reasonable accommodations that this site could make to eliminate barriers to housing the applicant. Reasonable accommodations may take the form of adjustment of policies, practices, and services, where such adjustment offers an acceptable prospect of lease compliance in a previously unsuitable area of behavior.

A reasonable accommodation is one which would not result in either altering the fundamental nature of the housing program or placing an undue financial and administrative burden on the property. If a service is necessary for compliance with the lease, this site cannot be required to provide it to an applicant with a disability or handicap if it is not provided to other residents, but this site must consider admitting that applicant if he/she can document that the service will be provided by others at no cost to this site.

Any applicant with a disability or handicap who cannot meet the applicant screening criteria, taking into account possible mitigating circumstances, reasonable accommodations by this site, or services needed for lease compliance verified to be provided to the applicant by others, will be rejected.

XII. REJECTION OF INELIGIBLE OR UNQUALIFIED APPLICANTS

This site complies with applicant rejection requirements set forth in Paragraph 4-9 of the HUD Handbook 4350.3.

Applicants who do not pass the eligibility process, who do not meet resident selection criteria, or who are unable to disclose and provide all required documents will be sent a written "Proposed Rejection" letter explaining the following:

A. Reason or reasons for the rejection;
B. The applicant has 14 days to respond in writing to request a meeting to discuss the rejection;
C. If the applicant is an individual with disabilities or handicaps, the applicant may inform the site of this fact and may request this site to make reasonable accommodations in nonessential policies or practices to enable the applicant equal opportunity.

XIII. GRIEVANCE PROCEDURES

Kottinger Place' Owners and Management will make every effort to resolve grievances presented by Applicants or Residents in an informal manner. Open communication is the basis for resolution of most disputes. Management is open to discuss a problem with a Resident during normal office hours. If a satisfactory resolution cannot be made informally, then the Resident or Applicant has the right to file a grievance using the following guidelines:

A. APPLICANT: If an Applicant is rejected for residency at this site following the written Application/Selection policies, the Applicant may request a meeting to discuss the rejection. The Applicant must request a meeting in writing no later than fourteen (14) days from date of notice of rejection.
   1. Requests for a meeting must be mailed to: Kottinger Place, 240 Kottinger Dr., Pleasanton, CA 94566.
   2. After receipt of request, Management will set up a meeting within five (5) days after request. The notice will provide the date, time, and place for the meeting. Management will allow one postponement in the event the first date is inconvenient. The meeting will be scheduled within the time frame of five to ten (5-10) days after receipt of request. An Applicant's family member is welcome at this informal meeting.
   3. Management will have the Asset Manager or Director of Asset Management conduct the meeting with the presence of the Administrator or person who made the decision for the rejection.
   4. Within five (5) days after the meeting, a written decision will be sent to the Applicant.

B. RESIDENT: When a Resident has a concern with or grievance concerning a policy, procedure, decision, or employee, the Resident should:
   1. Request a meeting with the administrator. If the resident is not satisfied or his or her concerns were not addressed to his or her satisfaction, the resident may proceed to process number 2 below. Please remember that the administrator needs to have the opportunity to meet with you and address whatever is on your mind.
   2. Request a meeting with the Asset Manager of Kottinger Place. Please mail your request to: Asset Manager of Kottinger Place, 590 Lennon Lane #110, Walnut Creek, California, 94598. The Asset Manager will call you within five (5) days of receipt of your letter to schedule a meeting with the resident. If the resident is not satisfied with the outcome of this meeting, the resident may proceed to process number 3 below.
   3. Request a meeting with the Director of Asset Management for Barcelon Associates Management Corporation. Please mail the request to: the Director of Asset Management, BAMC, 590 Lennon Lane #110, Walnut Creek, California, 94598. The Director will set a time convenient for the resident. If the resident is not satisfied with the outcome of this meeting, he or she may proceed to process number 4 below.
   4. If the above three (3) courses of action do not satisfactorily resolve the matter, the Resident may contact California Affordable Housing Initiatives, Inc. (CAHI). Unresolved concerns should be sent to: CAHI 505 14th Street, Suite 940, Oakland, California, 94612. Or contact the U.S. Department of Housing and Urban Development (HUD). Unresolved concerns should be sent to HUD Loan Management Branch, 600 Harrison Street, San Francisco, CA 94107, RE: Kottinger Place, FHA #121-35320.

**The resident may elect to bring a relative or confident to any of the meetings and is*

encouraged to do so.

C. 504 GRIEVANCE PROCEDURE: If you have a Fair Housing and/or discrimination complaint, and you are either an applicant for housing at, or a resident of this site, the following steps are to be taken:

1. Immediately bring your concern to the administrator of the property site, at which you are applying or currently residing. When possible, put your concerns in writing. If you cannot put your concerns in writing, site staff will assist you with this documentation. If you are not satisfied with the response that you receive from the site administrator, move to step #2.
2. Immediately inform the 504 Coordinator at Barcelon Associates Management Corporation's Corporate office at (925) 627-7000. The 504 Coordinator will attempt to resolve your issue with you. The 504 Coordinator will review Company policies and procedures to determine whether your assertions have any merit and make corrections as necessary to ensure compliance with Fair Housing requirements. If you are not satisfied with the response that you receive from the 504 Coordinator, move to step #3.
3. Contact the Regional Office of Fair Housing and Equal Opportunity for the U.S. Department of Housing and Urban Development at (415) 489-6524 or (800) 347-3739. For TTY, call (415) 436-6594. Alternatively, you may contact California Assisted Housing Initiatives' Call Center at (800) 982-5221.

XIV. ACCEPTANCE AND MOVE-IN OF ELIGIBLE AND QUALIFIED APPLICANTS

If an applicant is clearly eligible and passes the screening criteria, admission shall be authorized.

Determination of Rent and Security Deposit

Monthly rent and security deposit amount will be determined in accordance with the Federal regulations governing the housing program and state law.

Offering a Unit

When an apartment becomes available for occupancy, it will be offered to the applicant at the top of the wait list for that unit type. However, in order to meet the 40% rule (see V), if there are no *extremely-low income* applicants within the top five (5), site staff will continue the qualifying process down the wait list until an *extremely-low income* applicant has been found.

The HUD rule states that "Owners may not select residents in an order different from that of the wait list for the purpose of selecting higher-income families for residence. While higher-income applicants may be skipped in order to achieve 40 percent (40%) *extremely-low income* applicants, lower-income applicants may not be skipped in favor of others who have higher income." Because of this ruling, your position on the active wait list could change. When an apartment becomes available, if we have not met our 40 percent (40%) requirement, we will endeavor to rent this apartment to someone in the *extremely low-income* bracket. When an apartment becomes available:

- The top person on the wait list will be looked at. If that person is an *extremely low-income* applicant, the apartment will be offered to them.
- If they are not an *extremely low-income* applicant and the property has not met the 40% requirement, the next person on the wait list will be looked at. This process will continue through the wait list until an *extremely low-income* applicant has been found.
- If the property is within their 40% requirement, the top person on the wait list would then be offered an apartment.

If the household cannot be contacted within five (5) working days, the offer will be canceled and the unit will be offered to the next qualified applicant on the wait list. In that event, the first household will be sent a letter requesting confirmation of its interest in remaining on the wait list. If the household replies affirmatively, its application will retain its position on the wait list; if the reply is negative or if no reply is received within five working days, the application will be withdrawn.

Prior to Move-in

Credit check and criminal background investigation must be obtained on all household members of legal age.

Non-citizen data on all household members must be obtained and applicant and household members must sign all of the required non-citizen paperwork.

All household members eighteen years of age or older will be required to sign the lease and related documents;

The applicant and management will inspect the unit and will sign the move-in inspection form;

The applicant will pay the security deposit (and pet deposit, if applicable);

The applicant will pay the rent of the first month or partial month of occupancy, as set forth in the lease; and

Payment of the first month's rent must be by cashier's check, money order, or personal check. A separate cashier's check, money order, or personal check will be required for the security deposit.

The required documents will be reviewed with the applicant and a copy of these documents will be given to the applicant thereafter. These documents include, but are not limited to, the following:

- HUD Fact Sheet
- HUD Form 9887 and 9887a
- Lease
- Lease addendum
- Lease attachments
- Move-in inspection form
- House rules
- Security deposit agreement
- Annual recertification notice
- Receipt for the security deposit
- First month's rent
- Other move–in related documents

Applicant is responsible for notifying telephone & cable television companies of his/her interest in contracting for the services provided by the individual company.

At Move-in

Each household will be issued one (1) apartment key, one (1) mailbox key, and any and all other keys necessary for occupancy.

Failure to Move In On Time

If a household fails to move in on the agreed date, the application will be declined, and the unit will be offered to the next applicant on the wait list.

(Page 24 is the signature page)

Page 24 must accompany your application forms for submission to the site office!

This Page must accompany your application forms for submission to the site office!

PENALTIES FOR SUBMITTING FALSE INFORMATION:

Knowingly giving Management false information regarding income or other factors considered in determining Resident's eligibility and rent is a material noncompliance with the Lease subject to termination of tenancy. In addition, Resident could become subject to penalties available under Federal law. Those penalties include fines up to $10,000 and imprisonment for up to five years.

I/we have read and unde rstand the aforementioned Resident Selection Policy and understand and agree that by my/our signature(s) this Resid ent Selection Policy become a part of my/our Lease. Violation of any of portion of this policy can be cause for termination of my/our tenancy at Kottinger Place.

Resident	Date
Resident	Date
Resident	Date
Management Agent	Date

KOTTINGER PLACE
GRIEVANCE PROCEDURE

Kottinger Place's Owners and Management will make every effort to resolve grievances presented by Applicants or Residents in an informal manner. Open communication is the basis for resolution of most disputes. Management is open to discuss a problem with a Resident during normal office hours. If a satisfactory resolution cannot be made informally, then the Resident or Applicant has the right to file a grievance using the following guidelines.

Kottinger Place provides the following guidelines for Applicants and Residents who wish to file a grievance against Management.

I. APPLICANT

If an Applicant is rejected for residency at Kottinger Place following the written Application/Selection policies, the Applicant may request a meeting to discuss the rejection. The Applicant must request a meeting in writing no later than fourteen (14) days from date of notice of rejection.

Requests for a meeting must be mailed to: Kottinger Place, 240 Kottinger Drive, Pleasanton, California 94566.

1. After receipt of request, Management will set up a meeting within five (5) days after request. The notice will provide the date, time, and place for the meeting. Management will allow one postponement in the event the first date is inconvenient. The meeting will be scheduled within the timeframe of five to ten (5-10) days after receipt of request. An Applicant's family member is welcome at this informal meeting.

2. Management will have the Property Manager or Occupancy Specialist conduct the meeting with the presence of the Administrator or person who made the decision for the rejection.

3. Within five (5) days after the meeting, a written decision will be sent to the Applicant.

II. RESIDENT

When a Resident has a concern with or grievance concerning a policy, procedure, decision, or employee, the Resident should:

1. Request a meeting with the Administrator. If the Resident is not satisfied or his or her concerns were not addressed to his or her satisfaction, the Resident may proceed to process number 2 below. Please remember that the Administrator needs to have the opportunity to meet with the Resident and address whatever is on his/her mind.

2. Request a meeting with the Property Manager of Kottinger Place. Please mail your request to: Property Manager of Kottinger Place, 240 Kottinger Drive, Pleasanton, California 94566. The Property Manager will call the Resident within five (5) days of receipt of your

This site accepts applications, admits residents, and employs staff without regard to race, color, creed, religion, sex, national origin, age, familial status, or disability.

letter to schedule a meeting with you. If the Resident is not satisfied with the outcome of this meeting, the Resident may proceed to process number 3 below.

3. Request a meeting with the Director of Asset Management for Barcelon Associates Management Corporation. Please mail your request to the Director of Asset Management, BAMC, 590 Lennon Lane, #110, Walnut Creek, California, 94598. The Director will set a time convenient for the Resident. If the Resident is not satisfied with the outcome of this meeting, he or she may proceed to process number 4 below.

4. Request a meeting with Scott Erickson. Please mail the request to: Mr. Scott Erickson, City of Pleasanton, P. O. Box 520, Pleasanton, California, 94566. The Housing Specialist will call the Resident and arrange a meeting with the Resident or arrange an opportunity for the Resident to address Affordable Housing Commission.

*** The Resident may elect to bring a relative or confidant to any of the meetings and is encouraged to do so.**

I/we have read and understand the aforementioned Grievance Procedure and understand and agree that by my/our signature(s) these procedures become a part of my/our Lease.

_____

Resident Date

_____

Resident Date

_____

Management Agent Date

Attachment 10

Policy on Ownership of Pets in Public Housing
(as required by regulation at 24 CFR Part 960, Subpart G).

KOTTINGER PLACE
PET POLICY

THIS AGREEMENT entered into this _____ day of _____, 20____ by and between Kottinger Place, Owner, and _____ Resident, in consideration of their mutual promises agree as follows:

1. Resident desires and has received permission from the owner to keep the pet named _____ described as _____
_____

2. This Agreement is an Addendum to and part of the Rental Agreement. In the event of default by resident of any of the terms of this Agreement, resident agrees, upon proper written notice of violation from owner, to cure the violation, remove the pet or vacate the premises.

3. Pet Deposit

   A. As a special deposit hereafter defined as Pet Deposit, Resident agrees to pay Owner the total sum of $300, but with initial good faith payment of $50 and subsequent payments of $10 per month until the amount of deposit is reached.

   B. Pet deposit is applicable for cats and dogs only.

   C. Owner may use the deposit during occupancy or after resident vacates or after resident no longer owns the pet, for the following:

      1. Reasonable expenses directly attributable to the presence of the pet.

      2. Cost of repairs or replacements to the unit or common areas.

      3. Cost of animal care facilities, if required.

      4. Fumigation of the resident's unit.

4. Resident agrees to comply with:

   A. The California State Health and Safety Code

   B. All other applicable governmental laws and regulations, such as but not limited to licensing, vaccinations, etc.

   C. Annual updates for vaccinations and licensing

5. Only the following types of pets will be allowed and only one type of pet per household.

A.	Dog	Maximum number: 1 Maximum Size: 15 pounds Minimum age: 1 year (no puppies) Spayed or neutered All vaccinations (shots) Licensed
B.	Cat	Maximum number: 1 Maximum size: 10 pounds Minimum age: 1 year (no kittens) Spayed or neutered All vaccinations (shots)
C.	Birds	Maximum number: 2 Small domesticated birds only, i.e., parakeets, canaries, etc. No birds of prey
D.	Fish	Maximum aquarium size: 5 gallons

Note: No reptiles, (except turtles), monkeys, or other exotic undomesticated animals of any type will be allowed.

6. Pet Registration with Owner:

   A. Resident must completely register pet (Attachment A) with owner before it is brought onto the property. (With the exception of the pet interview.)

   B. Resident must complete and sign the Pet Placement Card, (Attachment B) naming a facility which may care for the pet, if management determines it necessary.

   C. Pet Care and/or Removal Agreement (Attachment C) must be completed with the name, address, and phone number of the responsible party who will care for the pet if resident becomes incapacitated or is otherwise unable to care for the pet due to sickness, vacation, etc.

   D. The Pet Registration Card is to be accurately completed and signed by a licensed veterinarian or a state or local authority empowered to vaccinate animals.

   E. Pet is to have all vaccinations as required by state and local law.

   F. Resident is to supply owner with information sufficient to identify pet as a common household pet.

   G. Owner will notify the resident if owner refuses to register the pet. Said notice will be properly served.

   H. Each pet, except for fish, must be brought into the office for an "interview" and appropriate documentation.

7. Resident assumes responsibility that the pet will be quiet and housebroken and will not cause any damage or annoy other residents.

8. Owner may refuse to register a pet if:

   A. Pet is not a common household pet.

B. Keeping of the pet would violate any applicable house rule or regulation.

C. Resident fails to provide or allow owner to obtain complete pet registration information or fails to annually update the pet registration.

D. Owner reasonably determines, based on the resident's habits and practices, that resident will be unable to keep the pet in compliance with the pet rules and other agreements, policies, and obligations.

E. Owner reasonably determines that the pet's temperament may interfere with the resident's ability to comply with the pet rules or other agreements, policies or obligations.

9. Resident shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way inconvenience or cause complaints from any other resident. Any "mess" created by the pet shall immediately be cleaned up by resident and reported to the owner for further cleaning consideration.

10. Owners of pets that disturb the peace and quiet of the neighbors through noise (barking, meowing, whining, etc.), odor, animal waste, scratching, or other nuisance will receive written notice of violation.

11. Pet Restraint:

A. Pet must be appropriately and effectively restrained and under the control of a responsible adult while in the common areas or on the grounds.

B. Under no circumstances will pets be allowed to wander through the building or grounds.

C. Resident agrees that a cat must be supervised when outside the resident's unit. A dog will not be permitted outside the resident's unit unless restrained by a leash in corridors and common areas of building.

D. Resident agrees that birds will not be let out of the cage.

E. Resident agrees to keep pet under control at all times so that pet does not jump up on other residents or guests or housekeeping staff.

F. Resident agrees to keep pet from excessively barking, meowing, whining, etc., or bothering or unduly frightening or other aggressive behavior towards other residents or guests.

12. Nuisance or Threat to Health or Safety: Owner or appropriate community authority may require the removal of a pet if pet's conduct or condition is determine, under provisions of state or local law, to be a nuisance or a threat to the health or safety of other residents or other persons in the community.

13. Any pet left unattended for approximately 12 hours or more, or whose health is jeopardized by the resident's neglect, mistreatment or inability to care for the animal, shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purpose of the owner's right to enter the resident's unit to allow such authority to remove the animal from the premises.

14. If the resident is to be away from the apartment for longer than approximately 12 hours, arrangement must be made for the care of the pet.

15. Under no circumstances are pets to be left unattended outside on the resident's patio AT ANY TIME.

16. Protection of the Pet:

A. Owner may contact the responsible party named on the Pet Care and/or Removal Agreement if the health or safety of the pet is threatened by resident's illness, incapacity, death or by other factors that render the residents unable to care for the pet.

B. If responsible party is unable or unwilling, or owner has not be able to reach the responsible party, Kottinger Place may contact appropriate state or local authorities and request removal of the pet to a facility that will provide care.

C. Owner may have the pet placed in a facility that will provide care and shelter until the resident is able to assume responsibility.

17. The resident agrees to provide adequate care, nutrition, exercise, and medical care for pet including current distemper and rabies shots as required or necessary. Pets that appear to be poorly cared for will be reported to the SPCA or other appropriate authority for removal at the resident's expense. If the pet is a cat, the resident agrees to provide a litter box and scratching post within the apartment.

18. Emergencies:

    A. If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of other residents, this would constitute an emergency.

    B. In cases of emergency, resident must permit owner to enter the premises, have pet removed and placed in a facility that will provide care and shelter or whatever is appropriate. Resident is responsible for the cost. Owner will utilize Pet Placement Card for this purpose.

19. Inspections:

    Owner may, after reasonable notice to the resident and during reasonable hours, enter and inspect the premises only if the owner has received a signed, written complaint alleging (or owner has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit constitutes a nuisance or a threat to the health or safety of the occupants of the complex or of other persons in the community where complex is located.

20. Sanitary Standards:

    A. Resident is to change litter in box or cage every day each week or as necessary. This is the responsibility of the resident.

    B. Said pet waste and litter can only be bagged in plastic bags and sealed tightly with a tie.

    C. Sealed plastic bag is to be disposed of in the garbage bin as indicated in Attachment D.

    D. Pet dog must be removed from the premises and from the property to urinate or defecate, as well as to exercise.

E. Resident agrees to clean up immediately an accident on the complex grounds or within the common areas of the building. Resident agrees to report the location to owner for possible further cleaning.

21. Charges:

A. Resident may be required to pay a separate pet waste removal charge of $5 per occurrence if resident fails to remove waste in accordance with prescribe rules and sanitary standards.

22. The resident also acknowledges that other residents may have chemical sensitivities or allergies or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy in respect to peaceful and quiet enjoyment of the premises.

23. Resident agrees to keep a "Pet Sticker" on the front door of his/her unit at all times. This is to alert emergency personnel, maintenance people to use special caution.

24. Resident shall not alter their porch or unit area to create an enclosure for an animal. No dog houses.

25. Resident shall take adequate precautions to eliminate any pet odors within or around the unit and maintain unit in a sanitary condition at all times.

26. Resident agrees not to bring pet to or through a dining or eating area, or social event within the building.

27. Resident agrees to indemnify, defend, and hold owner harmless from and against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by the resident's pet.

28. "Pet Care and/or Removal Agreement," "Pet Registration Card" and the "Pet Placement Card" must be keep current and on file in the office. It is the responsibility of the resident to bring any changes to the office in writing.

29. Resident has read and agrees to comply with the Pet Rules and the "Pet Care and/or Removal Agreement," "Pet Registration Card," and the "Pet Placement Card" which are herein incorporated by reference. Resident

agrees to comply with such rules and regulations as may be reasonable adopted from time to time by owner.

30. Any violation of the above items shall be deemed a violation of the lease.

I/we have read and understand the aforementioned Pet Rules and understand and agree that by my/our signature(s) these Pet Rules has become a part of my/our Lease. Violation of these rules can be cause for termination of my/our tenancy at Kottinger Place.

_____ _____
Signature of Resident Date

_____ _____
Signature of Resident Date

_____ _____
Management Agent Date

ATTACHMENT A

KOTTINGER PLACE
PET REGISTRATION CARD

RESIDENT'S NAME: _____ UNIT #_____

PET'S NAME: _____ AGE: _____

DESCRIPTION: _____
(Photo attached)

PET'S LICENSE #: _____ DATE ISSUED:_____

VET'S NAME_____ PHONE #:_____

ADDRESS: _____

****

FOR EXCLUSIVE USE OF YOUR PERSONAL VETERINARIAN

TYPE	WEIGHT	RABIES	DISTEMPER	DATE SPAYED/NEUTERED
DOG	_____	_____	_____	_____
CAT	_____	_____	_____	_____

I affirm that the above information is correct according to my records. Above named pet has had the above vaccinations and is in good health.

Veterinarian Signature: _____ Date: _____

COMMENTS:
_____

Date of booster shots: (To be completed by management with written proof from veterinarian)

____/____/_____ Vet's initials ____/____/_____ Vet's initials

____/____/_____ Vet's initials ____/____/_____ Vet's initials

Kottinger Place accepts applications, admits residents, and employs staff without regard to race, color, creed, religion, sex, national origin, age, familial status, or disability.

ATTACHMENT B

KOTTINGER PLACE
PET PLACEMENT CARD

Should it be determined that my pet needs to be removed in my absence, in the absence of the authorized person, or in management's judgment, I authorize the below named facility to receive my pet:

Name: _____

Address: _____

City: _____ State: _____

Phone #: _____

I acknowledge that I am responsible for the daily cost as provided in writing to myself or KOTTINGER PLACE by the above named facility.

I realize that management can in no way be held liable or responsible for this cost, the care my pet receives, or the length of stay at this location even if it extends beyond a 30 day period.

I agree to keep management informed; therefore, I will update this pet Placement Card annually. In case this facility is no longer in the business of pet care or moves to a new location, I will inform management. I agree to allow management to find an alternate facility of comparable service and cost, if possible, if the unforeseen occasion arises. I also would request that this facility care for my pet over and above a 30 day period if need be.

_____ _____
Signature of Resident Date

_____ _____
Signature of Resident Date

_____ _____
Signature of Management/Agent Date

ATTACHMENT C

KOTTINGER PLACE
PET CARE AND/OR REMOVAL AGREEMENT

In the event of my illness or death while I am a Resident at KOTTINGER PLACE, I, _____(Resident), hereby designate

Name: _____

Address: _____

City: _____ State: _____

Phone #: _____

as the person authorized by me to forthwith care for and/or remove my pet should the health or safety of the pet be threatened by illness, incapacity, or death. I understand that my pet cannot, under any circumstances, be left unattended for more than 12 hours. I agree to hold KOTTINGER PLACE completely free and harmless from any and all liability resulting from care and/or removal of said pet.

****

ACCEPTANCE OF RESPONSIBILITY

Having furnished and provided satisfactory identification to the management of KOTTINGER PLACE, I, the undersigned, hereby declare that I am the person designated above and have been authorized to take care and/or take possession of the pet. I understand that if the above-named Resident will be gone from the premises for more than 24 hours or the health and safety of the pet is threatened by illness or death, the pet will be removed from the premises by me and cared for. I hereby expressly agree to hold KOTTINGER PLACE and/or its manager, employees, and representatives completely free and harmless from any and all liability.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20___, at_____

_____ _____
Signature of Resident Date

_____ _____
Signature of Resident Date

_____ _____
Signature of Designee Date

_____ _____
Management/Agent Date

ATTACHMENT D

Kottinger Place accepts applications, admits residents, and employs staff without regard to race, color, creed, religion, sex, national origin, age, familial status, or disability.

KOTTINGER PLACE
PET DEPOSIT REFUND

Resident: _____ Date Pet Moved In _____
Address: _____ Date Pet Vacated _____

Total Pet Deposit Paid: $_____

1. Less fumigation charges $_____

2. Less cleaning charges directly related to pet (carpet, drapery, etc.) $_____

3. Less maintenance charges directly related to pet (unclog toilet, replacement of door jams, etc.) $_____

4. Less unpaid pet waste removal charges $_____

5. Refund to Resident: $_____ Check # _____ Date_____

6. Amount Resident owes complex $_____

Forwarding Address: _____

_____

****

OFFICE USE Date: _____

	Amount	Check #	Balance
Applied to cleaning	$_____	_____	$_____
Applied to damages	$_____	_____	$_____
Applied to _____	$_____	_____	$_____

Prepared in triplicate:

1. *Copy to Pet Deposit Refund File.*
2. *Copy to Resident's file.*
3. *Copy to accompany checks for signature and a copy of the Resident's ledger card showing above charges.*

Kottinger Place accepts applications, admits residents, and employs staff without regard to race, color, creed, religion, sex, national origin, age, familial status, or disability.

ATTACHMENT E

KOTTINGER PLACE
PET POLICY PAYMENT AGREEMENT

BETWEEN

_____Resident

AND KOTTINGER PLACE

A payment plan of $_____ a month until the total of $300.00 has been paid in full.

Payments shall begin on _____, 20____.

_____ _____
Signature of Resident Date

_____ _____
Signature of Resident Date

_____ _____
Signature of Management/Agent Date

Attachment 11

Results of Latest Public Housing Assessment System (PHAS) Assessment

integrated assessment subsystem (nass)

REAL ESTATE ASSESSMENT CENTER
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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April 13, 2010

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PHAS Score Report for Fiscal Year 2007

PHA Information

PHA Code:	CA081	PHA Name:	Housing Authority of the City of Pleasanton	Fiscal Year End:	06/30

PHAS Score: *74* **Designation Status:** ***Standard Performer*** **PHAS Status:** ***Released***

Select a PHAS indicator to view details relating to the composite score.

PHAS Indicator	Original Score	Adjustment	Net Score	Maximum Score	Indicator/PHAS Explanation
Physical	26	-	26	30	Explanation
Financial	20	-	20	30	Explanation
Management	20	-	20	30	Explanation
Resident	10	-	10	10	Explanation
Late Penalties	-	Details	Details	-	
PHAS Total Score	**76**		**74**	**100**	

Last Updated: 01/03/2008

PHAS Score Report

PHAS Scoring Packet (printable version)

The sum of the indicators as displayed may not equal the composite PHAS score shown due to rounding.

Download Acrobat Reader

Comments or Questions? Contact the REAC Technical Assistance Center.

iNtegrated Assessment SubSystem

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PHA Score Report for Fiscal Year 2008

PHA Code: CA081

Fiscal Year: 2008

Submit

PHA Information

PHA Code:	CA081	PHA Name:	Housing Authority of the City of Pleasanton	Fiscal Year End:	

PHAS Score: *N/A* **Designation Status:** *N/A* **PHAS Status:**

Select a PHAS indicator to view details relating to the composite score.

PHAS Indicator	Original Score	Maximum Score	Indicator/PHAS Explanation
Physical	N/A	30	Explanation
Financial	N/A	20	Explanation
Management Operations	N/A	40	Explanation
Capital Fund	N/A	10	Explanation
PHAS Total Score	**N/A**	**100**	

Last Updated:

The scores in RED and ITALICS have been invalidated.

The sum of the indicators as displayed may not equal the composite PHAS score shown due to rounding.

iNtegrated Assessment SubSystem

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PHA Score Report for Fiscal Year 2009

PHA Code: CA081

Fiscal Year: 2009

Submit

PHA Information

PHA Code:	CA081	PHA Name:	Housing Authority of the City of Pleasanton	Fiscal Year End:	

PHAS Score: *N/A* **Designation Status:** *N/A* **PHAS Status:**

Select a PHAS indicator to view details relating to the composite score.

PHAS Indicator	Original Score	Maximum Score	Indicator/PHAS Explanation
Physical	23	30	Explanation
Financial	N/A	20	Explanation
Management Operations	N/A	40	Explanation
Capital Fund	N/A	10	Explanation
PHAS Total Score	**N/A**	**100**	

Last Updated: 12/12/2009

The scores in RED and ITALICS have been invalidated.

The sum of the indicators as displayed may not equal the composite PHAS score shown due to rounding.