

(Sample only)

**Management Company Name**  
**Management Plan**  
**Project Name**  
**Date**

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## Management Plan

Unless otherwise stated in the plan, the term "Owner" will refer to \_\_\_\_\_

The term "General Management Partner" (if applicable) will refer to \_\_\_\_\_

the term "Management Company" will refer to \_\_\_\_\_

and the term "Project" will refer to \_\_\_\_\_

located at: \_\_\_\_\_

### **I. Statement of Management Policy**

The goal of the above Management Company is to ensure resident satisfaction and the long term financial and physical well being of the Project through the provision of high quality management services. This plan has been developed to set forth the relationship between the Owner, the Management Company, and the Sacramento Housing and Redevelopment Agency (SHRA) to describe in detail the policies, procedures and regulatory requirements to be observed in the management of the Project.

Specifically, the plan intends to outline a definite program of action to assure:

- 1) A well managed and properly maintained project;
- 2) A pleasant, healthy, and secure living environment for the residents; and
- 3) A pleasant relationship among the residents, Management Company, employees, and members of the surrounding community.

#### **A. Role and Responsibility of the Owner and/or Delegation of Authority to the Management Company**

- 1) It shall be the responsibility of the Owner to establish the general policies under which the Project will operate in conformance with the SHRA Regulatory Agreement(s). The Management Company, based on previous experience with effective management practice, shall provide advice and recommendations in this regard, such policies shall include, but are not limited to, resident selection, criteria, and property guidelines, eviction policies, house rules, security and emergency services, resident services, and allocation of parking spaces. The Management Company will set rules subject to review by the Owner regarding the use of community room.

Once the policies have been established by the Owner, the Owner shall delegate authority to the Management Company to implement the policies. The Management Company will, by means of periodic budgets, financial statements, and status reports, advise the owner on the operation of the Project. In addition, the following procedures shall be followed to ensure effective day-to-day operations and cooperation between the Owner and Management Company:

- a. Day-to-day operation of the Project will be under the direct supervision of the project site manager, who will report to the district manager of the Management Company.
  - b. A senior management person shall be the Management Company's representative in reporting to the Owner.
  - c. The Owner shall appoint a key contact person or liaison to represent the owner in regular communications with the Management Company.
  - d. There will be regular meeting times with the Owner and the Management Company for the purpose of reviewing policies, management procedures, resident relations, and budget control. Owner and Management Company will work jointly to establish any changes in the policies and procedures. Should it become necessary to alter these policies, the Management Company will not do so without the prior written approval of the Owner.
  - e. At no time, shall the Owner or owner's representative issue instructions to any on-site personnel. Owner concerns and suggestions shall be communicated to the senior management representative who shall issue instructions to the project site manager.
- 2) The initial budget is prepared by the Owner. The subsequent operating budget shall be prepared by the Management Company once approved by the Owner. In the event that an item needs to be purchased or a repair made that either was not budgeted and/or exceeds \_\_\_\_\_ dollars (\$\_\_\_\_\_), the Management Company will promptly inform the Owner, who will review and approve such additional purchase(s).

In the event that the Management Company must arrange for emergency repairs involving manifest danger to persons or property or make required payments to avoid suspension of any necessary service to the Project, the Management Company will inform the Owner of the facts as promptly as possible.

- 3) The Owner and Management Company shall enter into a Management Agreement which will provide detailed responsibilities which the Owner and the Management Company will assume. These responsibilities shall be clearly assigned and described and shall not overlap.

#### B. Personnel Policy and Staffing Arrangements

Once the personnel and staffing requirements have been established by the Owner and Management Company, the Management Company shall hire, train, pay and supervise all personnel, including independent contractors and other service providers.

- 1) The anticipated staffing pattern at occupancy will be as follows:

- Project Site Manager (Full Time)
- Maintenance (Full Time)

The project site manager will report to a district manager who, in turn, reports to a senior manager at the above Management Company. The maintenance position will be responsible for all maintenance, daily work orders, and unit turnovers. The maintenance person will also be responsible for the daily exterior pick-up of common areas, sidewalks and laundry facilities. Additional temporary staff may be provided for coverage during vacant position periods and/or extended absences. A professional grounds contractor will be hired to mow, edge, trim, fertilize and provide chemical control. Support staff in the Management Company office will also be involved in project management that includes clerical and accounting personnel whose responsibilities are to assist in administrative functions and in the preparation of financial reports, and compliance specialist involved in the monitoring of the lease-related paperwork to ensure compliance within the restrictions set forth in the SHRA Regulatory Agreement(s). Specific responsibilities for all personnel are detailed in the job descriptions attached in Attachments 3, 4 and 5.

## 2) Hiring Policies

- a. All hiring of Management Company's employees shall conform to Equal Employment Opportunity requirements. The Management Company shall not discriminate against any applicant for employment because of race, religion, color, ancestry, national origin, age, sex, pregnancy, marital status, disability, sexual orientation, or AIDS.
- b. Special efforts will be made to provide information regarding job openings to minority candidates and contractors to community organizations, bulletin boards, newspapers and other communication media. All hiring materials will indicate that the Project is "Equal Opportunity Employer."
- c. The minimum qualifications for each position are detailed in the employment descriptions.

## 3) The Management Company believes in hiring personnel with previous experience in their particular field. Nevertheless, all personnel will receive training specific to the record keeping and reporting requirements set by SHRA and Management Company policies and procedures. The training will consist of the following:

- a. One-to-one counseling and supervision on the part of the district manager of the Project.
- b. Written guidelines, manuals and material.
- c. Periodic attendance at special training workshops sponsored by various property management associations for the purpose of updating and renewing work related skills.

## 4) It is company policy to promote from within when possible. When outside hiring occurs, the Management Company will publicize the position(s) within the local community and surrounding areas. Each applicant must provide an acceptable work history with references showing experience that is applicable to the vacant position(s). The Management Company will

verify work history, references, and perform and credit and criminal records check prior to employment.

- 5) All on-site personnel shall be employees of the Management Company; however, the Owner will reimburse the Management Company for compensation payable to on-site staff and service providers for all taxes and assessments incident to the employment of such personnel. This includes additional and/or substitution staff. These reimbursements will be treated as Project expenses and paid out of the Project's General Operating Account.
- 6) Employment grievances, termination of employment and promotions shall be conducted according to the Management Company's personnel policies and procedures, which conform to equal opportunity and affirmative action goals and requirements.

C. Procedures for Marketing and Achieving Appropriate Occupancy

- 1) Units shall be marketed in accordance with Affirmative Fair Housing guidelines and the Resident Selection Policy.
  - a. Prospective renters shall be recruited through an affirmative marketing strategy designed to ensure access to all housing units at the Project for all persons in any category protected by federal, state or local laws governing discrimination. This includes the Fair Housing Act Amendments of 1988 and the American Disability Act, providing that disabled persons may obtain reasonable accommodation in their residence at the Project.
  - b. Public agencies, social services agencies and local community groups will be contacted. In addition, special outreach efforts will be made to informed persons within the local area who would not normally be likely to apply because of existing neighborhood racial or ethnic patterns, rents and/or other factors. If adequate numbers of non-minority applicants are not generated, the marketing period and areas may be extended if necessary to generate an adequate number of potential renters from the various targeted groups and to ensure that the resident selection procedure is fair, meets the Owner's goals and SHRA regulatory requirements.

- c. All advertising for the Project shall include prominent use of Equal Housing Opportunity logos, slogans and/or statements of intent to affirmatively market the units. Material to be used in the affirmative plan include:
  - i) A fair housing poster to be displayed in the rental office, model unit, and/or wherever prospective renter interviews take place;
  - ii) An Equal Housing Opportunity logo to be displayed on the Project sign; and
  - iii) An Equal Housing Opportunity logo to be displayed on the marketing brochure, flyers and other marketing materials,
- 2) The initial lease-up shall be conducted by Management Company's supervised personnel, which includes and is not limited to: SHRA-approved selection criteria, criminal and drug screening standards (see Resident Application Screening Requirements - Attachment 1), household composition criteria, unit size and eligibility requirements.
  - a. Wait List – The Management Company shall maintain a resident wait list of potential residents who will be kept informed of appropriate procedures and timetables to apply for admission.
  - b. Ineligible applicants will be advised of the reason for their ineligibility and their right to appeal this determination, pursuant to the grievance and appeal procedures.
- 3) The Management Company shall apply all Federal, State, County, and City requirements in determining tenant eligibility at initial lease-up and during subsequent recertification of tenant income. When filling a vacancy, initial eligibility of prospective residents shall be determined by the following procedures:
  - a. A brief conversation by phone to determine if the applicant meets minimum eligibility criteria.
  - b. A personal interview.

- c. Prospective residents who have been determined to be ineligible will be so notified so that they will have an opportunity to provide further information if they feel an error has been made in assessing their eligibility.
- d. Actual eligibility will be determined as follows:
  - (i) Each prospective resident shall complete an application form and return it to the project site manager with a signed permission for a third party verification of income.
  - (ii) When an applicant nears the top of the wait list, pertinent information will be confirmed as current and third party verification letters are sent.
  - (iii) The project site manager shall conduct a personal interview.
  - (iv) Second and/or Third party verification forms will be used to compute income eligibility and a determination will be made concerning applicant's ability to live harmoniously within the Project community.
  - (v) Written notice will be sent advising applicant's of their final eligibility status.
- 4) Procedures will be followed to assume that the wait lists are current. Such procedures shall include the following:
  - a. Applicants will be instructed to notify project site manager of their continued interest at least once per year.
  - b. A postcard will go out to all applicants on the wait list asking them to advise the project site manager of their continued interest. Applicants not responding within \_\_\_\_\_ (\_\_\_) days will be removed from the wait list.
- 5) Both public and private community agencies will be used as referral sources for notifying a representative number of the areas general population of the availability of units at the Project. In addition, local newspapers and other media will be sent fliers and marketing material and

will place classified advertising as necessary. All written outreach notifications will display the Equal Opportunity Housing logo. All names appearing on the wait list will be transposed onto a mailing list.

- 6) If it is determined that a significant number of persons in the area of development have limited fluency in English, publications implementing Affirmative Marketing Plan will be provided in the native language of those persons.

D. Procedures for Determining Household Eligibility, Certification, Recertification, and Housing Quality Standards (HQS) Requirements

- 1) All tenants will be recertified annually for continuing income eligibility. Procedures will be as follows:
  - a. A "Tickler File" will be maintained on the move-in anniversary month of all residents.
  - b. One hundred and twenty (120) days prior to their anniversary month, residents will receive a letter advising them of their impending recertification date and asking them to sign the release portion of the third party verification forms.
  - c. Ninety (90) days prior to the anniversary month, the project site manager will review the income information and determine the continued eligibility and income status of each resident due to be recertified and schedule appointments with those residents.
  - d. Sixty (60) days prior to the anniversary month, the project site manager will interview the residents due to be recertified in the following month. At this interview, the residents will be advised of any changes in their eligibility and income status and/or rental obligation. If a tenant is no longer income eligible, his/her residency will be terminated \_\_\_\_\_ (\_\_\_) months from the date of recertification, or in accordance to the SHRA Regulatory Agreement(s), Funding Program Requirement(s); in the event of a ruling discrepancy, the most restrictive rule applies.

- 2) All tenants will comply with the HQS Requirements and are allowed a maximum 30 calendar days for repair of non-emergency failed and notable items during a SHRA annual or special inspection.

E. Plans for Carrying-out and Effective Maintenance and Repair Program

- 1) Interior painting and redecoration of the individual unit shall occur every \_\_\_\_\_ (\_\_\_) to \_\_\_\_\_ (\_\_\_) years based on need substantiated by the annual physical inspection, or as occupancy changes, or as the Management Company, or the Owner may otherwise deem necessary.
- 2) The ongoing maintenance program shall include the following:
  - a. Schedule preventative maintenance and repair of installed equipment in accordance with manufacturers' recommendations and the requirements of equipment operating manuals. This work will be performed by skilled maintenance contractors.
  - b. Routine repairs to kitchen appliances, electrical, plumbing, and heating equipment. This work will be performed by site staff or independent contractors.
  - c. Preventative annual apartment inspections to regularly and consistently ascertain the conditions of each unit. Maintenance problems discovered during these inspections shall be handled according to the work order procedures.
  - d. Preventative inspections, inspections of common areas and equipment, will be regularly scheduled (daily, weekly, monthly, quarterly, and/or annually). Maintenance of exterior and common areas shall include keeping grounds free of litter, discarded cigarettes, trash, paper and debris. Parking areas will be maintained in good repair and free of dirt, oil, litter and debris.
  - e. Garbage removal will be provided by the local collection services. The trash areas will be swept daily and scrubbed with disinfectant when necessary.
  - f. Pest control/extermination services will be contracted to provide a high level of sanitation and cleanliness.

- g. All items needing repair, replacement or installation (including Section 504 of the 1973 Rehabilitation Act), whether reported and/or requested by the residents, discovered and requested by Management Company or SHRA staff, shall be recorded by the project site manager on a Maintenance Work Order form.
  - a. The work order form shall be completed in triplicate; a copy each shall be given to the resident, and the service provider, and one copy shall be retained in a suitable ledger for follow-up as the work proceeds.
  - b. The work order form shall indicate the costs of labor and materials, and the project site manager shall determine any charges to resident for damages beyond normal wear and tear. Residents will be billed promptly for the damages they cause, and per the lease agreement, be required to reimburse the Project within thirty \_\_\_\_\_ (\_\_\_) days or other reasonable time agreed upon by the Management Company and resident.
  - c. Once the work is completed, and the resident has acknowledged this by signing a copy of the work order form, the ledger copy shall be placed in the permanent file assigned to that resident's unit.
- 3) Routine maintenance requests will be investigated within forty-eight (48) hours and completed within seventy-two (72) hours, subject to available parts. All emergency repairs or replacements, regardless of the time of day they occur, shall be handled promptly. Emergency needs shall be defined as those situations posing an immediate threat to the health and safety of residents and/or the integrity of the grounds, buildings and equipment, including: the interruption of services, hot or cold running water, electricity, gas, adequate heat and plumbing; glass breakage, which deprives residents of security or heat; or repairs that, if not performed, would expose residents to injury. In case of an emergency after business hours, a twenty-four (24) hour answering service or maintenance emergency phone number will be available for all residents to contact and notify the project site manager, maintenance staff, and/or the Owner.
- 4) When repairs are required as a result of resident damage or neglect, the project site manager will send a copy of the work order form to the resident and inform them of the amount of repair they owe the Project.

They will also be informed of the provisions of the lease/house rules that define their legal obligation to pay and their options for appealing the charges. The amount charged to the resident will be posted on the rent ledger.

F. Rent Collection and Policies

The resident orientation information both written and oral for the Project shall address rent collection policies and procedures. Such policies and procedures shall be strict, consistent, easily understood and firmly enforced. This information will be provided to all the residents at move-in, as well as to all Management Company staff and the Owner.

- 1) The Management Company shall collect and record all rents, resident fees, and charges, and shall promptly deposit receipts to the appropriate Project account(s).

All rent will be due and payable on the \_\_\_\_\_ (\_\_\_) day of the month, but in no event, no later than \_\_\_\_\_ (\_\_\_) working days after the due date. Method, time and place will be made clear the residents and will specify that payment is to be made on-site either by check or money order. When rent is paid, the Management Company will provide the resident with a receipt and maintain a copy in the resident's permanent file.

- 2) Rents not received by \_\_\_\_\_ (\_\_\_) working days after the due date, are considered late, and the project site manager will issue a written notice of delinquency to the tenant and a copy will be maintained in the resident's permanent file. If the rent is not received by \_\_\_\_\_ (\_\_\_) working days after the due date, the project site manager will inform the district manager who will authorize the retention of a professional collection service and/or attorney to pursue unlawful detainer actions.
- 3) Partial rent payments (except for prorated rents involving a mid-month move-in date) will not be encouraged; however, where the resident is receiving a Social Security check, the resident's payment schedule may be arranged accordingly.
- 4) Residents having financial problems that affect payment of their rent may be referred to an appropriate social service agency for assistance to remedy their problems.

- 5) A late fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) will be charged in connection with any rent payment not received by \_\_\_\_\_ (\_\_\_\_) working days after the due date, and \_\_\_\_\_ dollars (\$\_\_\_\_\_) for each day thereafter. This late fee will be collected without exception.
- 6) A service fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) will be charged for returned checks. Following the occasion of \_\_\_\_\_ (\_\_\_\_) checks being returned by the Bank, rent payments by cashier's check or money order will be required.
- 7) Legal costs incurred in pursuing collections of rents and/or eviction procedures shall be borne by the Project and shall be paid for out of the General Operating Account.
- 8) Rent collections shall be recorded in the property's computerized bookkeeping system, which produces a receipt for the resident, a record on the resident's ledger card and a permanent ledger entry.
- 9) A master "rent roll" shall be maintained and regularly updated, indicating number, name of occupant(s), rental amount, any subsidy payment(s), and current payment status for each of the units in the Project.

G. Plan for Maintaining Adequate Accounting Records

- 1) Financial accounting, reports, and records shall be in conformance with standard accrual basis accounting procedures and responsible to the guidelines provided by the regulatory agencies connected with the Project.

Accordingly, the Management Company will maintain accurate files of all resident transactions, revenue, and expenditures and prepare the following monthly reports for the Owner's review:

- a. Cash status report and financial summary
- b. Monthly and Year-to-Date budget comparisons
- c. List of disbursements
- d. List of Accounts Payable
- e. Vacancy Report

- 2) Bills will be paid and accounts will be funded pursuant to the requirements of the Project's Management Agreement. Specifically:
- a. A purchase order system will be utilized to document all Project expenses with the exception of items and services provided on a regular contractual basis (utilities, trash, removal, service contracts, etc.).
  - b. Purchases up to \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be pre-approved by the Management Company. Purchases more than \_\_\_\_\_ dollars (\$\_\_\_\_\_) shall be pre-approved by the Management Company's district manager.
  - c. Invoices will be matched with outstanding purchase orders by the Management Company, reviewed for accuracy by the district manager and then vouched for payment by the Management Company's central office. Checks will be processed weekly for payment of any payables on-hand.
  - d. The following separate accounts shall be established:
    - (i) General Operating Account into which rental and other miscellaneous income will be deposited and from which the Project's operating expenses will be paid.
    - (ii) Replacement Reserve Account to be funded through regular contributions from the operating budget, based on a capital improvement schedule of anticipated use for life; and replacement for major items.
    - (iii) Security Deposit Account to be funded by the resident's security deposits. Policies and procedures for administering this account are noted in the Security Deposit sub-section of Section H below.
- 3) The Management Company maintains a computerized General Ledger program which shall be continually updated to meet the accounting and reporting needs of the Project and to produce a quality audit trail.
- a. Monthly monitoring shall allow for cost control, prompt identification of potential problems and sufficient lead time to develop plans to meet Project needs.

- b. Major budget variances shall be reviewed by the Management Company with the Owner and appropriate actions shall be taken to ensure that monthly cash flow is sufficient to meet the Project's operating expenses and deposits to the reserve accounts noted above.
  - c. Procurement of contract services:
    - (i) At least \_\_\_\_\_ (\_\_\_) competitive bids will be sought for contract services more than \_\_\_\_\_ dollars (\$\_\_\_\_\_), such as landscape maintenance and services related to periodic capital improvements (i.e., exterior painting, roofing, etc.).
    - (ii) The Management Company shall prepare such bid specifications and supervise the bid proposals and acceptance procedures.
    - (iii) At start-up, the Management Company will bid-out the various major contracts, (i.e., the exterminator service, landscape, property insurance, annual audit and major vendors). All initial bids will be reviewed by the Owner prior to execution of the contracts. All renewals of contracts will be reviewed by the Owner.
  - d. In the event that items need to be purchased that either were not budgeted or would bring the Project over budget, the Management Company will promptly inform the Owner, who will review and approve such additional purchases.
  - e. The Management Company shall work with the Owner to develop a schedule of projected revenues from operating income to be used for loan payment requirements.
  - f. The Management Company shall maintain the Project's files and records in accordance with the SHRA reporting and accounting requirements, and the requirements of any other Agencies administering funds contributing to the development of the Project.
- 4) In order to ensure strict compliance with the requirements noted above, the Management Company will systematically review all pertinent regulatory

agreements and establish a manual of instructions, schedules and tickler files indicating relevant deadlines, reporting formats, etc. This manual will be distributed to all bookkeeping and accounting personnel with the Management Company and to any accounting firm hired to provide audits or other reports for the Project.

- 5) Vacancies and rent losses will be noted and recorded on the Balance Sheet summarizing monthly financial activities for the Project. Such losses can also be inferred from the quarterly variance reports indicating budgeted versus actual rental income.
- 6) Other reports – the Management Company shall provide the lender and SHRA Program with additional reports deemed necessary by the agencies that monitor the Project. The Management Company shall also provide reports required by any other regulatory agencies and funding sources as outlined in the regulatory agreements with those entities.
- 7) The Management Company will ensure that the following reports are filed with the lender and the Owner:
  - a. Budget – A proposed annual budget will be submitted \_\_\_\_\_ (\_\_\_) days prior to the beginning of each fiscal year.
  - b. Monthly Reports – The following reports will be provided as required:
    - (i) Monthly income and expense statements.
    - (ii) Occupancy summary (i.e., rent roll).
    - (iii) Marketing reports.
    - (iv) Capital replacement analysis.

#### H. Resident – Management Relations

Resident – Management Relations shall be based on a policy of communication and cooperation. Residents shall be encouraged to understand that their involvement with the Project and therefore, their ideas, priorities, suggestions, and concerns are both sought and valued. The Management Company shall encourage the establishment of a resident’s committees and shall enlist the support and participation of the residents in the following area:

- 1) Committees: Resident involvement with other residents through volunteer activities (e.g., a welcoming committee for new residents, a service committee to visit the sick and run errands for those in need, an activities committee to plan and carry-out social/cultural/educational events).
- 2) Ongoing Communication: Residents will be encouraged to participate and offer suggestions in the resident service programs (if applicable) to improve the quality of life in their community.
- 3) Emergency contacts: Management Company staff will also provide the residents with a list of emergency numbers for hospitals, ambulance, poison control hotline, fire department, and police department, as well as, the phone number of the on-site office and back-up information in the event of emergencies when the office is closed.
- 4) Emergency preparedness: All persons will be familiarized with building evacuation procedures, fire emergency procedures, use of smoke alarms and fire extinguishers.
- 5) Resident Orientation shall include the following:
  - (i) At the time the lease agreement is signed, all provisions of the rental agreement will be explained and each resident will be provided with the lease agreement.
  - (ii) The House Rules and Regulations will be reviewed with each resident, which includes the SHRA-required Visitation Policy (Attachment 2), and other materials pertaining to policies governing their occupancy at the Project.
  - (iii) Each resident will be acquainted with the physical layout of the Project and the location of fire alarms, fire extinguishers and fire exits, as well as, a review of fire precautions and evacuation measures.
  - (iv) The site project manager will inform each resident that each dwelling unit will be inspected by the project site manager or maintenance staff and/or resident at initial move-in, transfer, annually and move-out. At this time, a

check list of the unit's condition will be signed by both parties. Written instructions will be provided to all residents explaining the use and care of all appliances, flooring, maintenance, service request procedures, and other matter of concern to residents.

- (v) Meetings will be held to explain the rights and duties of residents, rent payment, rules concerning common space and laundry equipment, security deposits, evictions, the physical layout of the building and nearby community services.
- (vi) Residents will be encouraged to play a major role in enhancing the quality of life in the Project. They will be encouraged to organize committees for security (i.e., Neighborhood Watch), maintenance, social functions, etc. If required, the General Management Partner will be involved in developing a list of programs and services in which residents may wish to participate.

6) Security Deposits:

- a. The total amount of any or all pre-paid deposits will not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment [California Civil Code §1950.5].
- b. As part of the resident orientation interviews, residents shall receive an explanation of the use of security deposit and shall sign a security deposit agreement form.
- c. Residents shall be required to make a refundable security deposit in accordance with applicable state and local laws. The security deposits shall be held in a separate trust account with an institution insured by an agency of the federal government or a comparable federal deposit insurance program. The balance of this account shall at times equal or exceed the aggregate of all outstanding deposits, plus accrued interest.
- d. The security deposit shall be retained in a separate account until termination of tenancy. When a unit has been vacated the project site manager or maintenance staff will perform a move-out inspection to

determine any damages to be corrected or cleaning necessary over and above normal wear and tear, which shall be charged against the security deposit. A resident may, but will not be required to participate in this inspection. The move-out inspection form will be compared to the move-in inspection form to determine the extent of resident cause damages.

- e. Within twenty-one (21) days [California Civil Code §1950.5 (f)] from the day of the move-out, a security deposit refund form will be completed, indicating:
  - (i) Security deposit on hand and the amount of rent or unpaid charges owing as of the date of the move-out.
  - (ii) Amount of damage or cleaning charges to be assessed. An itemized list of work and actual costs will be attached to the forms for repair, cleaning, or replacement of items above normal wear and tear.
  - (iii) The balance of the security deposit after deductions for outstanding rent, charges, cleaning and damages will be refunded to the resident with this security deposit refund form and itemization of costs.

## **II. Procedures for Appeal and Grievance**

### **A. Enforcement of the Resident Lease Agreement Terms as they Apply to the Eviction Policies and Procedures**

#### **1) Cases involving non-payment of rent shall be handled as follows:**

- a. As stated above, residents having financial problems that affect payment of their rent may be referred to a social service agency for assistance with remedying their problems. A list of social service agencies shall be maintained in the project site manager's office and will be made available to all persons seeking assistance in financing services. Any rent payment agreements resulting from above will be in writing and signed by the resident household and project site manager. Such documentation will become part of the household's permanent file.

- b. Notwithstanding the above, residents who do not pay rent by the fifth (5<sup>th</sup>) working day of the month shall be issued a three (3) day notice to pay or quit. Such notice shall be in accordance with California Code of Civil Procedures. If the notice is not complied with and management is unable to settle on a suitable rent payment program with the resident, an unlawful detainer action will be filed. Once such procedures are initiated, the eviction process may take twenty (20) to forty (40) days.
  - c. If the rent is paid in full during the eviction process, the resident's tenancy will not be terminated.
- 2) Cases involving a violation of the Resident Lease Agreement or House Rules, shall be handled as follows:
- a. Management will keep residents advised through newsletters, reminders, or written warning notices, of policies in place at the Project. Management will work with residents and enlist the support of service agencies as required to prevent recurring violations. Evictions will take place as a last resort.
  - b. Residents shall be issued written notice of minor infractions of the Resident Lease Agreement and House Rules. The initial notice shall inform residents that such infractions are violations of the Resident Lease Agreement and/or House Rules and that upon issuance of the \_\_\_\_\_ (\_\_\_) warning notice for the same violation; management will issue a \_\_\_\_\_ (\_\_\_) day notice of intent to terminate tenancy.

Any notice of termination or eviction shall contain a statement of the facts, constituting the cause for the termination or eviction, and a statement of the resident's rights under the grievance and appeal procedure.

- 3) Processing Tenant Complaints: The project site manager is responsible to understand the terms and conditions of the Lease Agreement and take the following steps:
- a. Timely and appropriate action to address the problem.
  - b. Document all violations and notify the resident in writing.
  - c. Promptly follow-up as needed to resolve the problem.

- 4) Residents in violation of the Lease Agreement or House Rules will be subject to program termination and/or eviction procedures as described above.

### III. Other Management Plan Considerations

#### B. Special Occupancy Procedures:

- 1) Pets: Except animals specifically trained to assist the disabled, pets such as dogs, cats, or parrots are not allowed in this Project; with the exception of obtaining written authorization from the Management Company.
- 2) Permissible Absences: Occupants must live in the unit as their primary place of residence and shall not leave the unit unoccupied for extended period of time. Absences for more than \_\_\_\_\_ (\_\_\_) days are considered an extended period of time. Exemptions may be given in cases of major illness or hospitalization. In all cases of extended absences, the project site manager should be notified before the absence occurs.
- 3) Tenant death/Incapacitation: Occupants will be required to name and provide written documentation of a conservator in the event a resident dies or becomes disabled while an occupant of the Project. Depending on the situation, these could include law enforcement authorities, social service/welfare agencies, including legal guardians and/or conservators, attorneys, the Social Security Administration office, state, or local agencies on aging.
- 4) Live-in/Personal Care Attendants: A resident may require an attendant on a temporary basis to assist in his/her care. In such circumstances, management will indicate the attendant's occupancy in the unit, the limits of the attendant's obligations, and the exclusion of the attendant's income from the resident's household income for rent calculation purposes (if appropriate).

*Note: The dates, days and dollar amounts are to be determined by the Owner and/or Management Company and must be in compliance with Fair Housing Laws.*



**Resident Application Screening Requirements**

Sacramento Housing and Redevelopment Agency requires the criminal and drug screening standards described in the 4350.3 Occupancy Requirements of Subsidized Multifamily Housing Programs and additional criminal screening as described in Part II below.

Part I. Applicant Screening Criteria will prohibit admission of:

- A) Any household containing a member(s) who was evicted in the last three years from federally assisted housing for drug-related criminal activity. The owner may, but is not required to, consider two exceptions to this provision:
  - i) The evicted household member has successfully completed an approved, supervised drug rehabilitation program; or
  - ii) The circumstances leading to the eviction no longer exist (e.g., the household member no longer resides with the applicant household).
- B) A household in which any member is currently engaged in illegal use of drugs or for which the owner has reasonable cause to believe that a member's illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents;
- C) Any household member who is subject to a State Sex Offender Lifetime Registration requirement; and
- D) Any household member if there is reasonable cause to believe that member's behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.

## **Resident Application Screening Requirements (continued)**

Part II. Additional procedures and standards in the criminal screening process will include:

- A) Process criminal background checks at a Multi-State search level;
- B) In the event, an applicant's current address and any other address is uncovered on the credit report, process manual searches directly to any jurisdictions not reporting arrests and convictions to an online centralized database that is subscribed to private tenant screening companies;
- C) Consider all the circumstances relevant to a particular household's case, such as:
  - i) The seriousness of the offense;
  - ii) The degree of participation in the offending activity by the household member;  
and
  - iii) The extent to which the applicant household has taken responsibility and takes all reasonable steps to prevent or mitigate the offending action.
- D) Crime records are reviewed seven (7) years prior to the application date; and
- E) The cost of screening for criminal background must not be charged to applicants.

**Visitation Policy**

Sacramento Housing and Redevelopment Agency requires the following visitation policy. This policy will be included in the House Rules exhibit referenced in the lease agreement.

**All residents are subject to the following visitation policy:**

Part I. Residents who fail to notify the Management Company of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease agreement. Such persons are considered to be unauthorized occupants by the Management Company, and the entire household will be subject to program termination and/or eviction.

Part II. Family members age eighteen (18) and over who move from the dwelling unit to establish new households shall be removed from the lease agreement. The resident must notify the Management Company of the move-out within \_\_\_\_\_ (\_\_\_) calendar days of its occurrence. The resident may not allow visitors to stay overnight without the consent of management for more than fourteen (14) consecutive days in a twelve (12) month period.

Any adult not included on the SHRA Household Composition form and/or lease agreement, who has been in the unit more than fourteen (14) consecutive days, or a total of fifteen (15) cumulative days in the month, will be considered to be living in the unit as an unauthorized household member. Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

Part III. The Management Company will consider: Statements from neighbors and/or Management Company staff; Vehicle license plate verification; Post Office records; Drivers license verification; Law enforcement reports; and/or Credit reports, as documentation of residence. Use of a unit address as the visitor's current residence, for any purpose that is not explicitly temporary, shall be construed as permanent residence.

## Visitation Policy (continued)

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family, and the Management Company will terminate the family's lease since prior approval was not requested for the addition. Minors and college students who were part of the family, but who now live away from home during the school year, and are not considered members of the household, may visit for up to ninety (90) days per year without being considered a member of the household.

Part IV. In a joint custody arrangement, if the minor is in the household less than one hundred eighty three (183) days per year, the minor will be considered to be an eligible visitor and not a family member.

If both parents reside in an SHRA rental housing program, only one parent would be able to claim the child for deductions and for determination for the occupancy standards.

Part V. Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit. Residents are not permitted to allow a former resident of the Management Company who has been evicted to occupy the unit for any period of time.

Residents must advise the Management Company when they will be absent from the unit for more than thirty (30) days and provide a means for the Management Company to contact the resident in the event of an emergency. Failure to advise the Management Company of extended absences is grounds for termination of the lease.

NOTE: Attachments 3, 4 and 5 are sample employment descriptions.

**Position: District Manager**

Job Description:

- 1) Under the supervision of Regional Manager or President, the District Manager oversees the operation and functioning of properties as well as site employees. While the District Manager's office is at the main address of the Management Company, he/she performs regularly scheduled project site visits to ensure the project site manager of each assigned project.
- 2) The District Manager works closely with the Project Site Manager and staff to promote all aspects of positive facility management as well as to resolve problems and resident issues. The District Manager must relate well to people and exercise solid judgment in dealing with staff, vendors, regulatory agencies, and the Owner.
- 3) The District Manager is expected to be creative, to provide leadership to enrich the community life of the project and to direct staff in a productive, efficient manner.

Duties and Responsibilities:

- 1) Personnel management and job performance of employees under his/her supervision.
- 2) Closely monitoring the fiscal integrity of the project and taking corrective action when appropriate.
- 3) Overseeing the proper maintenance of the project.
- 4) Interacting directly with the Owner, regulatory agencies such as Sacramento Housing and Redevelopment Agency (SHRA), as well as other governmental entities.
- 5) Budget preparation and budget forecasting.
- 6) Marketing and Outreach as it relates to affordable and market rate housing.
- 7) Work with owners of housing development(s) including, but not limited to, monthly narrative reports, quarterly investor reports, enforcement of bi-laws, etc.
- 8) Monitor state and federal housing programs remaining current on all relative regulations.

## **Position: District Manager (continued)**

- 9) Interface with local area agencies that may provide services to resident populations.
- 10) Supervises the development and facilitation of a resident organization.
- 11) Initiating and tracking all legal actions.
- 12) Development and review of requests for proposals for various subcontractors.
- 13) Reviews all written correspondence generated by site personnel.
- 14) Negotiates all contracts.
- 15) Approves and reviews the hiring, training, evaluation and termination of all site employees.
- 16) Preparation of annual rent increase proposals.
- 17) All other duties related to property management, or such duties that may assigned.
- 18) All supervisory personnel are exempt employees.

### **Qualifications:**

- 1) At least four (4) years experience in property management.
- 2) At least (2) years experience in personnel supervision, training, and evaluation.
- 3) Valid driver's license.
- 4) Demonstrated experience in:
  - a. Planning, scheduling, and completing major projects with minimum guidance.
  - b. Concise, pertinent oral and written communications, including Board presentations.
  - c. Problem identification, analysis, recommendation of options and development of logical and workable solutions.
  - d. Preparing and completing administrative statistical and programmatic studies with comprehensive analysis and sound recommendations.
- 5) Knowledge of basic employment issues as they relate to equal opportunity hiring, training, promotion, evaluation, and termination.

**Position: Project Site Manager**

Job Description:

- 1) Under the direction of the Management Company, the Project Site Manager is responsible for the overall operation of the facility. This includes developing a supportive and nurturing environment in the project for all residents and assuring the sound fiscal management of the project.
- 2) The Project Site Manager is responsible for the project's operation at all times and for the appropriate delegation to the on-site staff on twenty-four (24) hour basis. The Project Site Manager must relate well to people, demonstrate sensitivity to (and interest in) the targeted clientele, and exercise good judgment in dealing with residents, clients, and staff.
- 3) The Project Site Manager is expected to provide staff leadership in the development of community life.

Duties and Responsibilities:

- 1) The Project Site Manager has total responsibility (under the policy direction of the Owner and the supervision of the Management Company) for all phases of operation of the project, including operation of the program and operation and maintenance of the project.

Personnel Management and Administrative:

- 1) All site employees are under the direct supervision of the Project Site Manager, and the Project Site Manager is responsible for their job performance.
- 2) In conformance with the principles and directions of the Owner and Management Company, the Project Site Manager is responsible for the hiring, evaluation, disciplining, and termination of all employees. Prior to any employee disciplinary action, evaluation or termination, the Project Site Manager must consult with the District Manager.
- 3) The Project Site Manager is responsible for staff development.
- 4) The Project Site Manager will continue his/her professional development through participation in training programs.
- 5) The Project Site Manager will coordinate the work of the staff to assure the effectiveness of the Program and to encourage cooperation in all aspects of the Program.

**Position: Project Site Manager (continued)**

- 6) The Project Site Manager will perform the following, but is not limited to:
  - a. Process and conduct interviews for initial certifications and annual recertifications.
  - b. Process three (3) day delinquency notices and thirty (30) day notices for termination of tenancy. All thirty (30) day notices must be approved by the project supervisor.
  - c. Submit move-in and move-out statements as required by Management Company.
  - d. Facilitate monthly resident meetings.

**Financial Administration:**

- 1) The Project Site Manager will develop operating budgets with the Management Company and the Owner will adhere to the budgets to ensure the project's fiscal integrity. Significant budget changes will require Owner and Management approval. Any purchase orders of more than \_\_\_\_\_ dollars (\$\_\_\_\_\_) will need the District Manager's approval.
- 2) The Project Site Manager will adhere to all accounting and reporting procedures required by the Owner, the Management Company, and the Sacramento Housing and Redevelopment Agency Program.
- 3) Under the direction of the Management Company, the Project Site Manager will oversee the purchase of supplies and obtain necessary bids on contract services.
- 4) The Project Site Manager will:
  - a. Lease-up the units and maintain a wait list.
  - b. Make daily deposits.
  - c. Prepare and turn-in monthly project reports to the District Manager by the fifth (5<sup>th</sup>) day of the following month.
  - d. Supervise outside contractors working on the project.
  - e. Conduct regular facilities inspections.
  - f. Develop and provide support to resident and client organizations.
  - g. Develop and present recommendations to the Owner and the Management Company for improved methods of operating the project.
  - h. Assume a problem solving role when working with residents individually.

## **Position: Project Site Manager (continued)**

### Maintenance:

- 1) The Project Site Manager is responsible for:
  - a. Continual inspection of the Property to maintain its attractiveness and safety, within the limitation of the budget.
  - b. With the assistance of Maintenance personnel, continuing analysis of maintenance problems.
  - c. With the assistance of Maintenance staff, develop of routine maintenance programs, (e.g., janitorial schedules, work order systems, inventory control, etc.).
  - d. Development of preventative maintenance programs.
  - e. Adherence to all maintenance requirements of the Management Company.
  - f. Other tasks as assigned by the supervisor.

### Qualifications:

- 1) High School graduate or equivalent experience.
- 2) Valid driver's license.
- 3) Proven skills in business and financial management.
- 4) Excellent, proven interpersonal, verbal and written communications skills.
- 5) Demonstrated ability to manage and supervise a staff team.
- 6) Demonstrated ability to multi-task and work in a fast-paced office setting.
- 7) Proven ability to cope with conflict, stress and crisis situations.
- 8) Effective problem-solving and mediation skills.
- 9) Demonstrated ability to share skills and knowledge with others.
- 10) Proficiency with office computer equipment and software.
- 11) A minimum of two years of experience in property management, planning and financial oversight.
- 12) A minimum of two years of experience in personnel management, including hiring, supervision, evaluation and benefits administration.

**Position: Maintenance Representative**

Job Description:

- 1) The Maintenance Representative performs various maintenance duties required to maintain and enhance the value of the project.

Duties and Responsibilities:

- 1) The Maintenance Representative is responsible for the following:
  - a. Completing renovations and repairs on vacant units and ensuring that they are in excellent condition for new move-ins.
  - b. Accurately completing resident requests for maintenance service in accordance with supervisor instructions, company policies, procedures, and deadlines.
  - c. Keeping property grounds clean and well groomed at all times.
  - d. Consistently communicating with the supervisor and maintenance team members to ensure that company standards are met.
  - e. Performing other related tasks as required or assigned

Qualifications:

- 1) High School graduate or equivalent experience.
- 2) Valid driver's license.
- 3) One to five years verifiable hands-on general maintenance experience, including interior/exterior work, carpentry, plumbing, appliances, electrical, and air-conditioning.
- 4) Excellent customer service skills.
- 5) Availability to work weekends.
- 6) Availability to be on-call.
- 7) Demonstrated ability to share skills and knowledge with others.