



**NOTICE OF REGULAR MEETING**  
**Sacramento Housing and  
Redevelopment Commission**  
**Wednesday, September 20, 2017 – 6:00 pm**  
**801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor Commission Room**  
**Sacramento CA**

**ROLL CALL**

**APPROVAL OF AGENDA**

**CITIZENS COMMENTS**

While the Commission welcomes and encourages participation in the Commission meetings, please limit your comments to three minutes, so that everyone may be heard. If you wish to speak under Citizens Comments or on a posted agenda item, please fill out a speaker card and present it to the Agency Clerk. SHRA provides opportunities for the public to address the Commission at this time in order to listen to opinions regarding non-agendized matters within the subject matter jurisdiction of SHRA. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "question and answer" periods or conversations with Commission members. Members of the public with questions are encouraged to contact staff before or after the meeting. Commission attendees are requested to silence any electronic devices that they have in their possession during the meeting.

**APPROVAL OF MINUTES** - September 6, 2017

**PUBLIC HEARING**

1. Approval of Commercial Property Lease with Salvation Army For Property Located At 1224 North B Street

**DISCUSSION/BUSINESS ITEMS**

2. Updated Agency and Housing Authority Maintenance Schedule of Fees and Charges
3. 2018 Annual Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2018 Annual Plan to the U.S. Department of Housing and Urban Development

**WORKSHOP**

4. Housing Authority Budget Overview

**EXECUTIVE DIRECTOR REPORT**

**COMMISSION CHAIR REPORT**

**ITEMS AND QUESTIONS OF COMMISSION MEMBERS**

**ADJOURNMENT**

**REPORTS:** Copies of documents relating to agenda items are available for review in the Agency Clerk's office located at 801 12<sup>th</sup> Street, Sacramento CA 95814. Agendas and reports are also posted online at [www.shra.org](http://www.shra.org). Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Agency Clerk's office during normal business hours and will also be available at the meeting.

**AMERICANS WITH DISABILITIES ACT:** Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



INVESTING IN COMMUNITIES

## MINUTES

### **Sacramento Housing and Redevelopment Commission (SHRC)**

**Meeting of September 6, 2017**

Meeting noticed on September 1, 2017

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Vice Chair Creswell.

**MEMBERS PRESENT:** Creswell, Alcalay, Johnson, Macedo, Morgan, Simas, Staajabu

**MEMBERS ABSENT:** Griffin, Painter, Raab, (one vacancy)

**STAFF PRESENT:** La Shelle Dozier, David Levin, James Shields, Asa Standfeldt, Karen Wallace, Tina McKenney, Cecette Hawkins, Christine Weichert, Yvonne Dang, Greg Potts, Sarah Thomas, Mark Hamilton, Tyrone Williams, La Tanna Jones, Yvonne Dang, MaryLiz Paulson.

**APPROVAL OF AGENDA** - the agenda was approved as submitted.

**CITIZENS COMMENTS** – Karen Wallace introduced Shadonna Carter and La Shaunda Henderson, both residents graduating from the FSS program. Jeffery Tardaguila provided general comment.

**APPROVAL OF MINUTES** - The August 16, 2017 and August 30, 2017 minutes were approved unanimously, with a correction to the spelling of Tardaguila, surname of Jeffery Tardaguila.

#### **PUBLIC HEARINGS**

1. 2018 Annual Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2018 Annual Plan to the U.S. Department of Housing and Urban Development

MaryLiz Paulson presented the item.

Sarah Ropelato of Legal Services of Northern California provided comments.

Chair Creswell requested that when documents go out to public comment that Commissioners are provided with a link. She also requested that in the future

staff provide the Commission with summary of significant comments/changes requested by the Resident Advisory Board.

## PRESENTATIONS

### 2. 2018 SHRA Budget Workshop

Tina McKenney presented the item

## EXECUTIVE DIRECTOR REPORT

La Shelle Dozier reviewed the following:

- Next Meeting is on September 20<sup>th</sup>.
- There will be a Land Park Woods Re-Dedication on September 7<sup>th</sup> at 4:30 pm.
- Rio Linda Community Center Renovation Celebration on October 5<sup>th</sup> at 11am.
- Sutter Place Apartments Grand Re-Opening on October 30<sup>th</sup> at 11am.

## COMMISSION CHAIR REPORT

None.

## ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Alcalay asked if the Sacramento Housing and Redevelopment Agency is associated with the Mill project. Executive Director Dozier responded that SHRA is not associated with the Mill.

Commissioner Alcalay asked if there were any updates on homelessness assistance on the national level. Executive Director Dozier responded that there are not currently any significant updates.

Commissioner Morgan announced events being sponsored by the Resident Advisory Board to assist residents in getting the Regional Transit Connect Card.

Commissioner Morgan also requested anytime documents of value to the Commission are posted to the website, please send Commissioners a link.

## ADJOURNMENT

As there was no further business to be conducted, Chair Creswell adjourned the meeting at 7:07 pm.

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Clerk



September 14, 2017

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Approval of Commercial Property Lease with Salvation Army For Property Located At  
1224 North B Street

SUMMARY

The attached informational report is presented for your review prior to review by the City  
of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendation outlined in the attached report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment



**REPORT TO HOUSING AUTHORITY**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Consent**  
**October 10, 2017**

**Chair and Members of the Housing Authority Board**

**Title: Approval of Commercial Property Lease with Salvation Army For Property Located At 1224 North B Street**

**Location/Council District:** 1224 North B Street, Council District 3

**Recommendation:** Adopt a **Housing Authority Resolution** authorizing the Executive Director or her designee to execute a lease effective October 13, 2017 and terminating December 31, 2022 with the Salvation Army.

**Contact:** Michael Taylor, Program Manager, Real Estate and Construction Services, 916-449-6285

**Presenters:** Not applicable.

**Department:** Sacramento Housing and Redevelopment Agency (SHRA)

**Description/Analysis**

**Issue Detail:** In June 1989, the Housing Authority of the City of Sacramento (HACS) purchased property at 1224 North B Street by Resolution 89-024 to establish a permanent homeless shelter, replacing the existing modular buildings, in the Richards Boulevard Area. The site began serving homeless women in the early 2000s. This report requests authority for HACS and the Salvation Army to execute an updated lease agreement for the continued operation of the women's homeless shelter. SHRA, the County of Sacramento and the City of Sacramento have supported the shelter's programs and operations through allocations of Community Development Block Grant (CDBG), Emergency Shelter Grant, and General Funds.

The lease to the Salvation Army is contingent upon the use of the premises remaining a women's homeless shelter, and is specifically tied to the contract between the Sacramento Housing and Redevelopment Agency (CDBG funding) and the Salvation Army for emergency shelter programs and operations. Staff recommends entering into a new five-year lease with the Salvation Army for the continued operation of the women's shelter.

**Policy Considerations:** The recommended actions are consistent with the intent of the original purchase of the property and the ongoing activities of the property. No new policies are recommended in this report.

**Economic Impacts: not applicable.**

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The proposed action consists of a lease of existing commercial space with no expansion of use or change in the type of use in an existing facility. Therefore, this recommended action is categorically exempt from environmental review under California Environmental Quality Act (CEQA), Guidelines Section 15301.

**National Environmental Policy Act (NEPA):** There is no federal funding or other federal action associated with this project; therefore, the National Environmental Policy Act (NEPA) does not apply.

**Sustainability Considerations: N/A**

**Commission Action:** At its meeting on September 20, 2017, it is anticipated that the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Housing Authority Board in the event this does not occur.

**Rationale for Recommendation:** Since the early 2000s, the women's shelter has served approximately 525 unduplicated homeless women. The attached resolution will enable the Housing Authority to enter into a lease with the Salvation Army effective October 13, 2017, terminating on December 31, 2022, allowing the Salvation Army to continue to operate the homeless women's emergency shelter, a much needed and valuable service to the community. .

**Financial Considerations:** The total rental rate for the premises at the property is \$1.00 for the Lease Term.

**LBE - M/WBE and Section 3 requirements:** The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. City LBE considerations do not apply to this report.

Respectfully Submitted by:

  
LA SHELLE DOZIER  
Executive Director

**Attachments**

- 01 Description/Analysis and Background
- 02 Resolution
- 03 Exhibit A to Resolution
- 04 Map

## **RESOLUTION NO. 2017 -**

**Adopted by the Housing Authority of the City of Sacramento**

on date of

### **AUTHORIZATION AND CONSENT TO EXECUTE A LEASE FOR A COMMERCIAL BUILDING LOCATED AT 1224 NORTH B STREET, SACRAMENTO TO THE SALVATION ARMY**

#### **BACKGROUND**

- A. The Housing Authority of the City of owns 1224 North B Street on June 13, 1989.
- B. This site has operated as a homeless shelter for over 25 years, and for the last 15 years as a homeless women's shelter, providing food, shelter, and services to non-mentally ill, non-inebriated homeless women 18 years of age or older.
- C. The Salvation Army has been the operator and service provider for the homeless programs at the site.
- D. The proposed action consists of execution a new lease of existing commercial space with no expansion of use or change in the type of use in an existing facility. Therefore, this recommended action is categorically exempt from environmental review under California Environmental Quality Act (CEQA), Guidelines Section 15301.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:**

Section 1. All the facts presented having been fully considered, the declarations and environmental findings stated above, are found to be true and correct.

Section 2. The Executive Director, is authorized to enter into to the lease with the Salvation Army (attached here to as Exhibit A) in support of the use of the Premises specifically tied to the existence of a contract between the Sacramento Housing and Redevelopment Agency and the Salvation Army.

#### **Table of Contents:**

Exhibit A: Lease Agreement

**LEASE AGREEMENT**  
**1224 N. B Street, Sacramento, California**

THIS LEASE, dated October \_\_, 2017 (Effective Date) is entered into between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO (LESSOR)**, and the **SALVATION ARMY (LESSEE)**.

**IT IS AGREED:**

**1. USE:**

A. The Premises shall be used by LESSEE only for purposes related to the operation of a women's homeless shelter providing food, shelter, and services to non-mentally ill, non-inebriated homeless women who are 18 years of age or older, nightly, seven days per week pursuant to a contract between the Sacramento Housing and Redevelopment Agency and the Salvation Army effective October 13, 2017 and titled "Contract for Homeless Activities-The Salvation Army" ("Contract"). If LESSEE wishes to use the Premises for any additional uses and/or services not included in this Lease, LESSEE must describe in writing the intended uses and/or services and obtain LESSOR'S written approval.

B. LESSOR is providing the Premises to LESSEE at a discounted rental rate to enable LESSEE to more cost effectively provide and focus its services to LESSOR'S program participants.

**2. LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy commencing on the Effective Date and terminating on December 31, 2022, or earlier pursuant to Section 2 (C) below (the "Lease Term"), in the following property:

1. The Lodge with the common address of 1224 North B Street, Sacramento California, APN: 002-0041-021-0000 ("Premises"). A legal description of the Premises is attached as "Exhibit A", and incorporated herein by reference.

B. There shall be no holdover beyond the Lease Term. Further use and enjoyment of the premises beyond the Term cannot be granted without Agency Governing Board approval at its sole discretion.

C. LESSEE understands and agrees that this Lease by the Housing Authority of the City of Sacramento is in conjunction with annual contracts for LESSEE's homeless activities known as "the Lodge" and that this Lease shall terminate upon the termination, cessation or expiration of those contracts.

**3. RENTAL RATE:**

A. The total rental rate for the Premises at the properties is \$1.00 for the Lease Term.



B. LESSEE accepts the Premises in "as is" condition. LESSEE has been in sole possession of the premises and is fully aware and knowledgeable of their status and condition.

**4. UTILITIES:**

A. LESSEE shall pay, when due, all sewer, water, gas and electricity charges incurred for operating, heating, lighting, and cooling the Premises.

**5. MAINTENANCE AND JANITORIAL:**

A. LESSEE shall, at its own cost, maintain in good repair and tenantable condition, the interior of the leased premises, including but not limited to: interior walls, ceilings, glazing, floor covering, plumbing fixtures, plumbing clogs caused by LESSEE, hot water heater, lighting fixtures (ballasts/bulbs), furnishings, partitions or systems specifically installed or required for the LESSEE's use. LESSOR shall, at its cost, maintain the electrical wiring, plumbing (excluding fixtures and tenant-caused clogs of the plumbing system), roof, grounds, exterior lighting, HVAC equipment, and fire alarm extinguisher systems.

B. LESSOR shall designate service providers to be called when repairs to the electrical and plumbing systems are required. Said service providers shall be called in the event LESSEE is unable, within a reasonable time period, to make contact with LESSOR in order to request LESSOR-responsible repairs as set forth above.

C. LESSEE agrees that it will notify LESSOR in writing of any problem with, damage to or malfunction of the roof, HVAC, plumbing, or electrical systems

D. LESSEE shall, at its cost, provide janitorial service in the Premises.

**6. SECURITY SYSTEM:**

LESSEE shall obtain written permission from LESSOR should LESSEE wish to replace or install a security system. If approved, the system's equipment cost, maintenance/repairs, and monitoring shall be at LESSEE'S expense.

LESSEE shall obtain written permission from LESSOR should LESSEE wish to repair, replace or install any security systems, including, but not limited to, alarms, motion sensors, and video and/or audio surveillance equipment. If approved by LESSOR, any security system's equipment cost, maintenance/repairs, and monitoring shall be borne by the LESSEE.

**8. ALTERATIONS BY LESSEE:**

A. LESSEE is responsible for the construction or installation of any tenant improvements (e.g. painting, installing shelving, installing carpeting, installing blinds or other window fixtures, etc.) required to conform the Premises to LESSEE'S needs. If any such improvements are required, LESSEE shall be responsible for all associated costs. LESSEE further agrees that it must obtain LESSOR'S approval of any proposed tenant improvements before commencing any such improvements. LESSEE shall immediately pay all costs of labor, services, and materials associated with any work to be done on the

Premises, if such work is approved by LESSOR. LESSEE shall keep the Premises free and clear of all mechanics liens and any other liens or encumbrances. All completed work must be approved by LESSOR, in addition to any required City approvals, before LESSEE commences its operations on the Premises.

B. LESSEE may not make any other alterations to the Premises without the prior written consent of LESSOR.

**19. LESSEE OWNED ITEMS:**

All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased premises resulting from removal of any fixture, partition, or other improvement installed by LESSEE, including any nail holes in walls or other surfaces of the Premises.

**10. INSURANCE:**

LESSEE currently has insurance in accordance with it Contract between the Sacramento Housing and Redevelopment Agency and LESSEE, found Section 5 of Attachment 1, on page 1 of 5 on the Attachment to the Contract. LESSEE agrees to add and maintain LESSOR: the Housing Authority of the City of Sacramento as additionally insured on that insurance for the term of this Lease.

Lessor currently has insurance covering the Property with the HAI Group LESSEE may review a copy of the policy upon request.

**11. RISK OF HAZARDS:**

LESSEE shall not do anything on the premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction of the area in which the premises are situated.

**12. NON-DISCRIMINATION:**

The LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all persons claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sub-lessees, subtenants or vendees in the Premises herein leased. The provisions of this Paragraph 12 notwithstanding, the parties acknowledge that the purpose for this lease is to operate a women's homeless shelter. As such, only women will be admitted to this facility, and only women will receive services provided by Lessee. In order to operate this women's shelter, some staff positions will require the employee to be a woman. These participant and employee eligibility requirements do not violate this Non-Discrimination paragraph.

**13. INDEMNIFICATION:**

Except to the extent of LESSOR negligence or willful misconduct, LESSEE agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents, and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in, on or about the Premises during the Lease term; the negligence or willful misconduct of LESSEE or LESSEE'S agents, employees, and contractors wherever it occurs; or, an Event of LESSEE'S default. The provisions of this paragraph shall survive the expiration or sooner termination of this Lease.

**14. SUCCESSORS-IN-INTEREST:**

LESSEE may not transfer or assign this Lease. Any purported assignment of this LEASE by LESSEE or any interest in this LEASE shall be void and of no effect.

**15. NO INTEREST IN REAL PROPERTY AND NO RELOCATION BENEFITS:**

LESSEE understands and acknowledges that the use of the Premises is specifically tied to the contract between the Sacramento Housing and Redevelopment Agency and the Salvation Army effective January 1, 2017 and titled "Homeless Activities-The Salvation Army. LESSEE shall not, by this Lease or otherwise, be entitled to relocation benefits or replacement space resulting from the expiration or termination of this Lease. This Lease does not mean, imply or suggest that said contract between the Sacramento Housing and Redevelopment Agency and LESSEE shall be renewed or extended.

**16. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail.

Such matters shall be addressed to the other party at the following address:

**To LESSOR at:**

Housing Authority of the City of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attention: Sandy Lee  
Phone No. (916) 449-6288

**To LESSEE at:**

The Salvation Army  
Del Oro Division  
3755 North Freeway Blvd  
Sacramento CA 95834  
Attention: Property  
Phone No. (916) 678-4024

or such other address as a party may designate to the other by notice.

B. Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**17. RIGHT AND REMEDY:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**18. RULES AND REGULATIONS:**

LESSEE'S occupancy and use of the Premises shall at all times be conducted in manner that is in compliance with LESSOR'S Rules and Regulations as promulgated from time to time at the sole discretion of LESSOR. Violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**19. GOVERNING LAW:**

This Lease shall be governed by and construed in accordance with the laws and regulations of the State of California.

**LESSOR:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO, a public  
body, corporate and politic

**LESSEE:**

The Salvation Army, A California Corporation

By: \_\_\_\_\_  
La Shelle Dozier, Executive Director

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

DATE: \_\_\_\_\_

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

APPROVED AS TO FORM:

DATE:

\_\_\_\_\_  
AGENCY COUNSEL

\_\_\_\_\_

## **Exhibit "A"**

### **Legal Description**

The land described herein is situated in the State of California, County of Sacramento, City of Sacramento, described as follows:

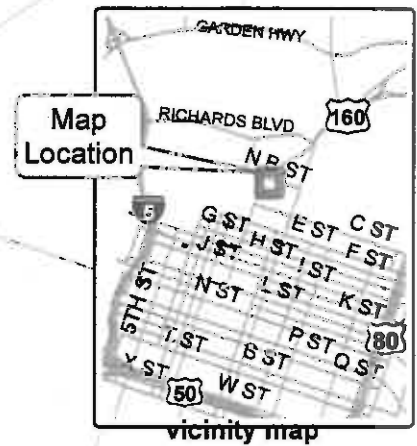
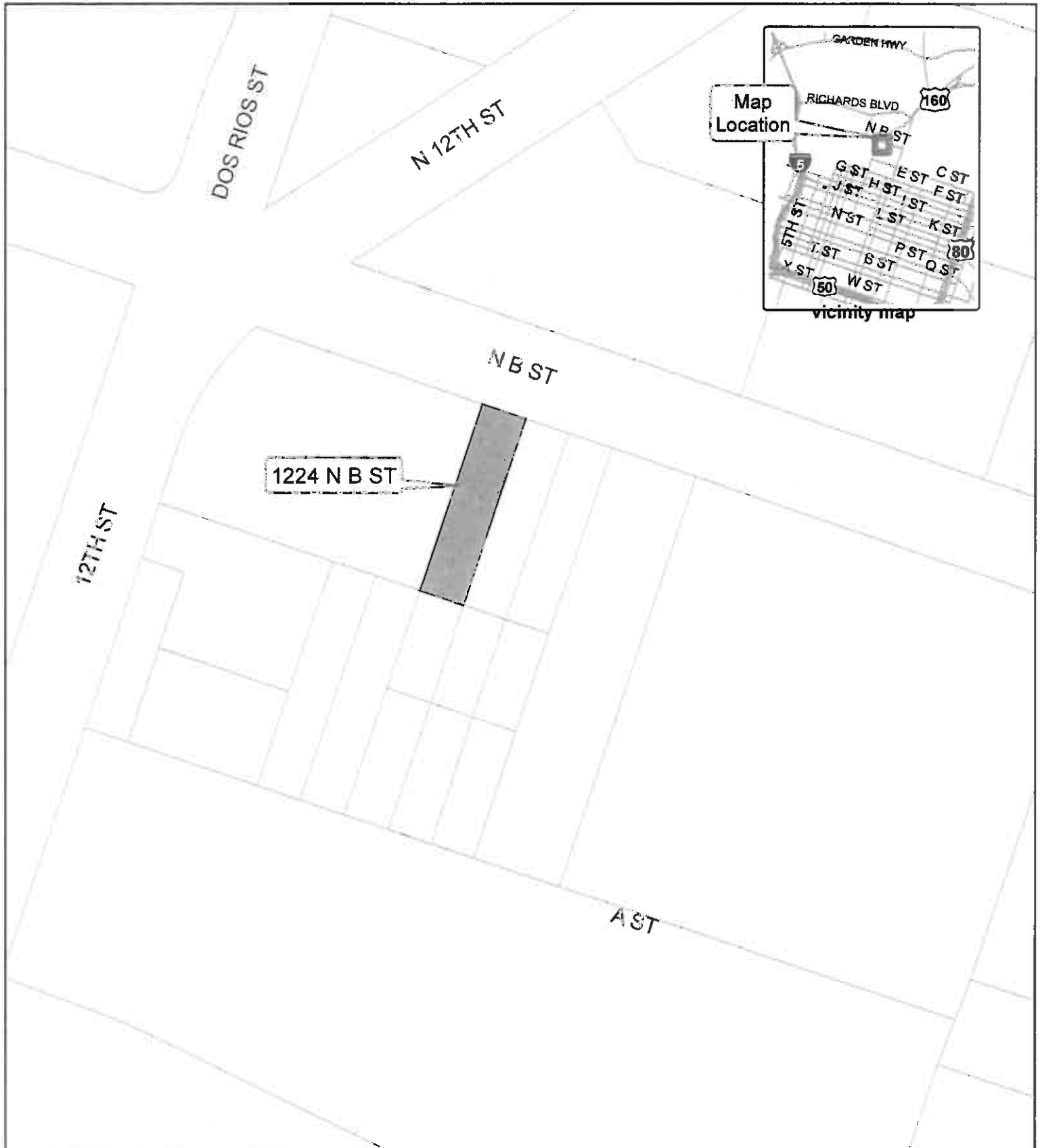
The West one-half of Lot 4, Block 13, also described as in the Block bounded by "A" and North "B", Twelfth and Thirteenth Streets, according to the Official "Map of Park of Sacramento City, lying between 10th and 25th Streets, "A" Street and the American River", recorded in the office of the County Recorder of Sacramento County, April 24, 1850, in Book 1 of Maps, Map No. 8.

TOGETHER WITH the North 1/2 of the alley (now abandoned lying between the Southerly production of the West line of West 1/2 of Lot 4 and the Southerly production of Easterly line of the West 1/2 of Lot 4 in the Block bounded by "A" and North "B" Twelfth and Thirteenth Streets, according to the official "Map of Park of Sacramento City, lying between 10th and 25th Streets, "A" Street and the American River", recorded in Book 1 of Maps, Map No. 8, records of said County.

APN: 002-0041-021-0000



# 1224 N B St Lease to Salvation Army



1224 N B St



SHRA GIS  
September 6, 2017

September 20, 2017



Sacramento Housing and Redevelopment Commission  
Sacramento, California

Honorable Members in Session:

**SUBJECT** Updated Agency and Housing Authority Maintenance Schedule of Fees and Charges

### **RECOMMENDATION**

Staff recommends adoption of the attached resolution which 1) approves the 2018 Sacramento Housing and Redevelopment Agency (Agency) and Housing Authority Maintenance Schedule of Fees and Charges, and 2) authorizes the Executive Director or her designee to implement , revise, or update the 2018 Agency and Housing Authority Maintenance Schedule of Fees and Charges.

### **CONTACT PERSONS**

LaTanna Jones, Assistant Director of Housing, 916-440-1334  
Cecette Hawkins, Management Analyst, 916-449-6218

### **SUMMARY**

This report recommends additions and revisions to the Agency and Housing Authority Maintenance Schedule of Fees and Charges for various Agency activities and services. The proposed Schedule of Fees and Charges is intended to recover the actual costs incurred for materials and services performed.

### **BACKGROUND**

The Agency first implemented a Schedule of Fees and Charges (Schedule) in 1983. The Schedule has been revised in subsequent years to reflect additions, deletions, and increases to the prior schedule, and it is now necessary to revise the previous Schedule. The most recent update to the Schedule was in December 2016.

### **FINANCIAL CONSIDERATIONS**

The proposed changes will have a minor positive financial impact on the Agency. The primary purpose of the proposed actions is to:

- identify fees to potential users of Agency services;
- standardize fees to the greatest extent possible; and
- charge fees to cover the cost of providing services

The fees and charges are intended solely to recover the Agency's actual costs in providing services. There is no change to the adopted budget.

### **POLICY CONSIDERATIONS**

There are no policy changes recommended in this report.

### **ENVIRONMENTAL REVIEW**

The proposed action does not constitute a project under the California Environmental Quality Act (CEQA) per 14 California Code of Regulations (CCR) §15378(b)(4) (government funding mechanism), and is an exempt activity under the National Environmental Policy Act (NEPA) per 24 Code of Federal Regulations (CFR) §58.34(a)(3).

### **M/WBE AND SECTION 3 CONSIDERATIONS**

The items discussed in this report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

### **Attachments**

- 1 2018 Sacramento Housing and Redevelopment Agency Schedule of Fees and Charges
- 2 2018 Housing Authority Maintenance Schedule Fees and Charges



## RESOLUTION NO. SHRC-\_\_\_\_\_

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

### **2018 Agency and Housing Maintenance Fees and Charges Schedule**

WHEREAS, the Schedule of Fees and Charges (Schedule) was first implemented by the Sacramento Housing and Redevelopment Agency (Agency) in 1983. It has been revised in subsequent years to reflect additions, deletions, and increases to previous versions.

BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1: The Fees and Charges Schedule for the Agency, as set forth in Attachment 1& 2, is hereby approved.

Section 2: All prior Agency Fees and Charges Schedules are rescinded and are replaced in full by this resolution. Additional or expanded authorities of the Agency to charge fees with respect to specific programs or activities are not rescinded by this resolution and remain in full force and effect.

Section 3: The Executive Director, or her designee, is authorized to implement, revise, or update the 2018 Agency and Housing Authority Maintenance Schedule of Fees and Charges and distribute copies to consumers of Agency services.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
CLERK

**SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**  
**SCHEDULE OF FEES AND CHARGES**

*Effective Date – January 1, 2018*

<b>Charging Department</b>	<b>Activity</b>	<b>Current Rate</b>	<b>New Rate</b>
All Agency	Reproduction - Agency Employees	\$.10 per copy	<i>No Change</i>
	Reproduction - Outside Agency	\$.10 per copy	<i>No Change</i>
	Personal Fax Transmissions	\$.10 per incoming page	<i>No Change</i>
	Personal Fax Transmissions	\$.75 per outgoing page	<i>No Change</i>
Development	Good Faith Deposit/Option Fees	No set deposit; 10% recommended for disposition and development agreements (DDA's); Agency keeps if other party does not perform	<i>No Change</i>
	Industrial Development Bond Local Fee (through Bonds for Industry Agreement)	25 basis points at bond closing	<i>No Change</i>
	Mortgage Revenue Bond Issuance Fee	Fee of 25 basis points of the total bond issuance amount at bond closing for new issuances and/or re-fundings.	<i>No Change</i>
	Multi-Family Loan and Mortgage Revenue Bond Application /fee	\$5,000 for loan and 12,500 Mortgage Revenue Bonds	<i>No Change</i>
Finance	Returned Checks	\$15 per check	<i>No Change</i>
	Taxpayer Identification Number (TIN)	\$100 per incorrect TIN resulting in payment of penalty to IRS.	<i>No Change</i>
Housing Choice Voucher (HCV)	Admin fee charges for tax levies imposed on Owners/Vendors' payments	\$20 per \$1000 of each levy. Levies with amount less than \$1000 will be charged an admin fee of \$20.	<i>No Change</i>
Housing Authority Maintenance	Maintenance Fees and Charges Schedule	Fixed charges for specific items and/or material and labor costs in accordance with Maintenance Fees and Charges Schedule.	<i>See Maintenance Fees and Charges Schedule</i>
Housing Authority Management	Security Deposits	Greater of \$250 or one month's rent per unit.	<i>No Change</i>
	Pet Security Deposit – Dogs and Cats	Medically Certified Companion /Service Animal: No Charge. Elderly/Disabled and all other families \$250 per pet.	<i>No Change</i>
	Missed PHA Contractor Trip Charge	All Contractor and/or Vendor actual trip charge for missed appointments that were scheduled.	<i>No Change</i>

Charging Department	Activity	Current Rate	New Rate
Housing Management, Cont'd.	Legal Fees	All costs associated with lease enforcement or eviction will be determined by actual cost to the agency. Fees will be determined by the contract and the court.	<i>No Change</i>
	Folding Clothes Line	\$30.00	<i>No Change</i>
	Smoke/CO Detector - Tampering	\$50.00	<i>No Change</i>
	Late Fees	\$20.00	<i>No Change</i>
Legal	Assignments of OPAs or DDAs after adoption. Legal review of subordination agreement following project completion.	\$1,000 minimum legal service fee and \$200 per hour exceeding 15 hours.	<i>No Change</i>
	Amendments or Modifications to OPAs or DDAs after adoption	\$1,500 minimum legal service fee, \$200 per hour exceeding 20 hours.	<i>No Change</i>
	Coordination of NEPA review for HUD grants to nonprofits	\$1200 minimum environmental coordination fee and all third party costs associated with the review	<i>No Change</i>
	Authorized legal review and work for other agencies.	\$165 per hour.	<i>No Change</i>
Homeownership Services	Plan Deposits	\$35 each - refundable within 10 days after bid date	<i>No Change</i>
	Termite, Appraisal and Title	Actual Cost of Vendor	<i>No Change</i>
	Loan Fee – Rehab	1 1/4 % of loan amount for owner occupied.	<i>No Change</i>
	Loan Set-up Fee – Amortized Loan Set-up Fee – Deferred	\$25- plus \$75 for tax monitoring	<i>No Change</i>
	Mortgage Credit Certificate Lender Participation Fee	\$350 Initial Application Fee	<i>No Change</i>
	Mortgage Credit Certificate Program Application Fee	\$350 non-refundable	<i>No Change</i>
	Reissued MCC Application Fee	\$300	<i>No Change</i>
	Mortgage Credit Certificate Extension	\$50 for 30 days	<i>No Change</i>
	Lender Participation Fee Renewal	\$300	<i>No Change</i>
	<del>BEGIN Commitment Fee (Developer)</del>	<del>2% of the total BEGIN funds to be allocated to a project</del>	<del><i>No Change</i></del>
	<del>BEGIN Program Fee</del>	<del>2.5% the BEGIN loan amount to a maximum of \$1,250</del>	<del><i>No Change</i></del>
Portfolio Management	Subordination processing fee – <del>single family</del>	\$300	<i>No Change</i>
	<del>Subordinate processing fee – multifamily</del>	<del>\$300</del>	<del>\$500</del>
	Subordination Redraw Fee	\$100	<i>No Change</i>
	Demand statement preparation fee	\$35	<i>No Change</i>
	Demand statement fax fee (if required)	\$20	<i>No Change</i>
	Demand update fee (if required)	\$20	<i>No Change</i>
	Reconveyance fee	\$45	<i>No Change</i>

<b>Charging Department</b>	<b>Activity</b>	<b>Current Rate</b>	<b>New Rate</b>
Portfolio Management, Cont'd.	Recording fee	Per County Recorder fee schedule	<i>No Change</i>
	Compliance Monitoring – Non Financed Projects	\$900 initial fee + \$28.00 per inspected unit/year.	<i>No Change</i>
Portfolio Management – Multifamily Regulatory Agreement Compliance Violations	Regulatory Agreement Monitoring Fees – County Affordable Housing Ordinance – Multifamily Units	Multifamily Affordable Units x Average Public Subsidy/Unit x .15% x 55 years x discount rate (Project specific amount is reflected in the regulatory agreement)	<i>No Change</i>
	Regulatory Agreement Monitoring Fees – County Affordable Housing Ordinance – Single family Units	Single Family Affordable Units x Appreciation Differential/Unit x .5% x 30 years x discount rate (project specific amount is reflected in the regulatory agreement)	<i>No Change</i>
	Assignment/Assumption Processing Fee - Multifamily	\$500 plus recording fees and appraisal charges	\$750
	Loan Payment Late Fee	5% of monthly payment if payment not made within 15 days after payment due date	<i>No Change</i>
	Annual Multi-Family Administration Fee	Fee of 15 basis points of the original bond amount for the longer of the life of the bonds or bond regulatory agreement, paid in advance, semi-annually.	<i>No Change</i>
	Annual Multi-Family Loan Administration Fee	Fee of 15 basis points of the original loan amount for the longer of the life of the loan or loan regulatory agreement, paid in advance, semi-annually.	<i>No Change</i>
	Tenants over income at initial move in	Initial \$500 per unit, and again every 90 days until violation is resolved.	<i>No Change</i>
	Incorrect eligibility documentation	Initial \$50 per file for incorrect calculations, verifications, required documents; \$50 per month until corrected	<i>No Change</i>
	Failure to complete annual recertifications	Initial \$250 for each incomplete file; \$50 per month until corrected.	<i>No Change</i>
	Failure to maintain tenant eligibility records	Initial \$500 per unit, and again every 90 days until violation is resolved.	<i>No Change</i>
	Incorrect Rents	\$100 for each over-charged unit.	<i>No Change</i>

<b>Charging Department</b>	<b>Activity</b>	<b>Current Rate</b>	<b>New Rate</b>
Portfolio Management–Multifamily Regulatory Agreement Compliance Violations Cont'd.	Failure to submit complete and correct monthly bond report by due date	Initial \$100 per report. \$100 per day until violation resolved.	<i>No Change</i>
	Failure to comply with approved Management Plan	Initial \$100 per report. \$100 per day until violation resolved.	<i>No Change</i>
	Failure to submit complete and accurate quarterly Resident Services report by due date	Initial \$100 per report. \$100 per day until violation resolved.	<i>No Change</i>
	Failure to provide a resident service required by Resident Services Plan	Initial \$250 per service. \$100 per day until violation resolved.	<i>No Change</i>
	Noncompliant lease	\$100 per noncompliant lease.	<i>No Change</i>
	Verifiable existence of toxic mold	Initial \$200 per unit. 30 days to obtain certification unit is mold free. \$75 per day after 30 days.	<i>No Change</i>
	Broken pipes and plumbing facilities	\$200 per unit.	<i>No Change</i>
	Non-working smoke detectors	\$200 per unit.	<i>No Change</i>
	Windows with large cracks or missing glass	\$200 per unit.	<i>No Change</i>
	Infestation of roaches or vermin	\$200 per infested unit.	<i>No Change</i>
	Non-working heating unit (Winter) or air conditioning unit (Summer)	\$500 per non-working unit.	<i>No Change</i>
	Excessive amount of urine/feces	\$200 per unit.	<i>No Change</i>
	Excessive amount of trash/garbage in unit	\$75 per unit.	<i>No Change</i>
	Hazardous exterior conditions	\$500 per hazardous condition.	<i>No Change</i>
	Large holes walls/ceiling	\$100 per unit.	<i>No Change</i>
	Non-Operable Security Gate	\$500 per non-working gate.	<i>No Change</i>
	No Security Cameras (if required)	\$250 per discovery. \$75 reinspection fee.	<i>No Change</i>
	Non-working Security Cameras	\$100 per camera per discovery. \$75 reinspection fee.	<i>No Change</i>
	Non-working or non-accessible amenities/services	\$100 per item per discovery. \$75 reinspection fee.	<i>No Change</i>

Charging Department	Activity	Current Rate	New Rate
Agency Clerk	Agenda Packets (hard copy) - Outside Agency	\$600 per year	<i>No change</i>
	Tape Cassette, CD Reproduction or USB flash drive	\$15	<b>\$8</b>
Facility Use	Non-resident group area of Community Room	Security Deposit \$50 (refundable cleaning deposit) Basic charge - \$5 per hour	<i>No Change</i>
	Commission Room (801 12 <sup>th</sup> Street) and Riverview Plaza Meeting Room Rental	Security Deposit \$50 First Hour \$40 Each Additional Hour \$30	<i>No Change</i>

			Current		Proposed		Explanation
	HOUSING MAINTENANCE CHARGES	Labor Charge (Per Each)	Material Charge (Per Each)	Current Rate (Labor + Material)	Material Charge (Per Each)	Proposed Rate (Labor + Material)	Explanation of Increase or Decrease
Appliances & Accessories							
1	Freezer Door Gasket	\$ 19.80	\$ 57.91	\$ 77.71	No	Change	Increased based on actual cost.
2	Hood Fan Assembly	\$ 9.90	\$ 31.55	\$ 41.45	No	Change	
3	Hood Fan Filter	\$ 9.90	\$ 4.61	\$ 14.51	No	Change	
4	Oven Door (varying depending on make/size)	\$ 9.90	Service Only	\$ 9.90	No	Change	
5	Oven Door Handle	\$ 9.90	\$ 45.00	\$ 54.90	No	Change	
6	Range Burner, Electric	\$ 9.90	\$ 7.33	\$ 17.23	No	Change	
7	Range, Elec. Broiler Pan, Replace	\$ 3.30	\$ 24.00	\$ 27.30	No	Change	
8	Range, Gas Broiler Pan, Replace	\$ 3.30	\$ 24.00	\$ 27.30	No	Change	
9	Range Burner, Gas	\$ 9.90	\$ 30.00	\$ 39.90	No	Change	
10	Range, Clean	\$ 79.20	Service Only	\$ 79.20	No	Change	
11	Range Hood, 30" , Replace	\$ 39.60	\$ 51.23	\$ 90.83	No	Change	
12	Range Hood, 36" , Replace	\$ 39.60	\$ 58.10	\$ 97.70	No	Change	
13	Range Hood, 42" , Replace	\$ 39.60	\$ 72.99	\$ 112.59	No	Change	
14	Range, Inf. Switch	\$ 9.90	\$ 29.75	\$ 39.65	No	Change	
15	Range, Knobs	\$ 3.30	\$ 2.40	\$ 5.70	\$ 24.26	\$ 27.56	
16	Range, Oven Rack 20"	\$ 3.30	\$ 27.37	\$ 30.67	No	Change	
17	Range, Oven Rack 30"	\$ 3.30	\$ 34.27	\$ 37.57	\$ 43.63	\$ 46.93	
18	Range, Oven Control, Gas	\$ 19.80	\$ 78.53	\$ 98.33	\$ 67.54	\$ 87.34	
19	Range, Oven Control, Electric	\$ 19.80	\$ 90.00	\$ 109.80	\$ 58.45	\$ 78.25	
20	Range, Replace Electric 20"	\$ 39.60	\$ 350.00	\$ 389.60	\$ 340.00	\$ 379.60	
21	Range, Replace, Electric 30"	\$ 39.60	\$ 324.00	\$ 363.60	\$ 440.00	\$ 479.60	
22	Range, Replace, Gas 20"	\$ 39.60	\$ 370.00	\$ 409.60	\$ 465.00	\$ 504.60	
23	Range, Replace, Gas 30"	\$ 39.60	\$ 360.00	\$ 399.60	\$ 440.00	\$ 479.60	
24	Range, Stove-top Grate	\$ 3.30	\$ 13.37	\$ 16.67	\$ 22.95	\$ 26.25	
25	Refrigerator, Replace (All Sizes)	\$ 19.80	\$ 460.00	\$ 479.80	\$ 465.00	\$ 484.80	
26	Refrigerator, Clean	\$ 79.20	Service Only	\$ 79.20	No	Change	
27	Refrigerator, Crisper	\$ 3.30	\$ 68.22	\$ 71.52	\$ 86.95	\$ 90.25	
28	Refrigerator, Crisper Cover	\$ 3.30	\$ 74.17	\$ 77.47	\$ 64.88	\$ 68.18	
29	Refrigerator, Gasket	\$ 39.60	\$ 36.19	\$ 75.79	\$ 71.95	\$ 111.55	
30	Refrigerator, Shelf Front	\$ 6.60	\$ 48.77	\$ 55.37	\$ 36.65	\$ 43.25	
31	Refrigerator, Door Liner	\$ 39.60	\$ 16.90	\$ 56.50	No	Change	
32	Top Burner, Grate / Gas - Replace	\$ 20.00	\$ 22.92	\$ 42.92	No	Change	
Bath Accessories							
33	Medicine Cabinet Shelf	\$ 3.30	\$ 4.16	\$ 7.46	No	Change	Increased based on actual cost.
34	Medicine Cabinet/Complete	\$ 19.80	\$ 50.99	\$ 70.79	No	Change	
35	Toilet Paper Holder, Replace	\$ 9.90	\$ 7.49	\$ 17.39	No	Change	
36	Toilet Paper Spindle, Replace	\$ 3.30	\$ 1.49	\$ 4.79	No	Change	
37	Toilet Seat (Elongated)	\$ 9.90	\$ 19.99	\$ 29.89	No	Change	
38	Toilet Seat (Regular)	\$ 9.90	\$ 11.49	\$ 18.89	No	Change	
39	Toilet Tank Lid, Replace	\$ 9.90	\$ 31.29	\$ 41.19	\$ 32.99	\$ 42.89	
40	Tub/Shower Stopper (Fit-all)	\$ 3.30	\$ 3.19	\$ 6.49	No	Change	
*	Explanation of Significant Changes						
*15	Range, Knobs: Based on brand of range that the knobs are installed on. Generic knobs had been originally used to price cost to resident, but due to poor fit and shorter lifespan--brand specific knobs have been ordered.						
*22	Range, Replace, gas 20": Based on a unit-price contract with Master's Wholesale to provide appliances.						
*23	Range, Replace, gas 30": Based on a unit-price contract with Master's Wholesale to provide appliances.						
*29	Refrigerator, Gasket. Based on the specific brand that is ordered through Master's Wholesale to ensure fit and longevity.						



			Current		Proposed		Explanation
	HOUSING MAINTENANCE CHARGES	Labor Charge (Per Each)	Material Charge (Per Each)	Current Rate (Labor + Material)	Material Charge (Per Each)	Proposed Rate (Labor + Material)	Explanation of Increase or Decrease
Bath Accessories, Cont'd		Labor	Material Price	Current Rate	Material Price	Proposed Rate	
41	Tub/Shower (tub-stopper)	\$ 3.30	\$ 4.19	\$ 7.49	\$ 9.79	\$ 13.09	Increased based on actual cost.
42	Towel Bar, Replace	\$ 9.90	\$ 5.18	\$ 15.08	No	Change	
43	Tub/Shower Curtain Rod, Replace	\$ 6.60	\$ 4.65	\$ 11.25	No	Change	
Carpentry		Labor	Material Price	Current Rate	Material Price	Proposed Rate	
44	Banister (price per linear foot)	\$ 20.00	\$ 2.98	\$ 22.98	No	Change	
45	Baseboard 2 3/8 Reversible (per sq foot)	\$ 20.00	\$ 1.26	\$ 21.26	No	Change	
46	Breadboard, Replace	\$ 6.60	\$ 22.99	\$ 29.59	No	Change	
47	Bi-fold / Bi-pass Door, Set	\$ 59.40	\$ 57.99	\$ 117.39	No	Change	
48	Cabinet Drawer Track	\$ 19.80	\$ 2.85	\$ 22.65	No	Change	
49	Cabinet Drawer, Replace	\$ 39.60	\$ 19.95	\$ 59.55	No	Change	
50	Cabinet, Vanity Replace	\$ 39.60	\$ 102.00	\$ 141.60	No	Change	
51	Closet Bi-Pass Floor Guides	\$ 9.90	\$ 0.97	\$ 10.87	No	Change	
52	Closet Pole Center Support Bracket	\$ 9.90	\$ 4.09	\$ 13.99	\$ 3.99	\$ 13.89	Increased based on actual cost.
53	Closet Pole End Brackets	\$ 9.90	\$ 1.76	\$ 11.66	\$ 0.40	\$ 10.30	Decreased based on actual cost.
54	Door Bumpers, Common Replace	\$ 3.30	\$ 0.58	\$ 3.88	\$ 1.26	\$ 4.56	Increased based on actual cost.
55	Door Casing (per stick) *	\$ 59.60	\$ 5.25	\$ 64.85	\$ 4.99	\$ 64.59	Decreased based on actual cost.
56	Door Jamb / Repair	\$ 39.60	\$ 39.99	\$ 79.59	\$ 15.69	\$ 55.29	Decreased based on actual cost.
57	Door Viewer (Replace)	\$ 6.60	\$ 4.39	\$ 10.99	\$ 3.99	\$ 10.59	Decreased based on actual cost.
58	Door-Metal, Replacement *	\$ 143.80	\$ 120.00	\$ 263.80	No	Change	
59	Door-Wood, Interior HC *	\$ 143.80	\$ 38.49	\$ 182.29	\$ 38.99	\$ 182.79	Increased based on actual cost.
60	Door, Pocket HC, Replace *	\$ 118.80	\$ 38.49	\$ 157.29	\$ 38.99	\$ 157.79	Increased based on actual cost.
61	Door, Weather stripping	\$ 19.80	\$ 11.99	\$ 31.79	\$ 0.00	\$ 28.80	Decreased based on actual cost.
Electrical & Lighting		Labor	Material Price	Current Rate	Material Price	Proposed Rate	
62	Electric Outlet Cover	\$ 3.30	\$ 0.40	\$ 3.70	\$ 0.35	\$ 3.65	Decreased based on actual cost.
63	Electric Switch Cover	\$ 3.30	\$ 0.69	\$ 3.99	\$ 0.35	\$ 3.65	Decreased based on actual cost.
64	Light Bulb / Appliances	\$ 3.30	\$ 0.85	\$ 4.15	\$ 0.89	\$ 4.19	Increased based on actual cost.
65	Lamp (Light Bulb), Replace (60 watt)	\$ 3.30	\$ 1.00	\$ 4.30	No	Change	
66	Light Bulb / 2' T-12	\$ 3.30	\$ 3.10	\$ 6.40	No	Change	
67	Light Bulb / 2' T-8	\$ 3.30	\$ 3.10	\$ 6.40	No	Change	
68	Light Bulb / 4' T-12	\$ 3.30	\$ 3.85	\$ 7.15	\$ 2.35	\$ 5.65	Decreased based on actual cost.
69	Light Bulb / 4' T-8	\$ 3.30	\$ 3.25	\$ 6.55	No	Change	
70	Light Bulb / 6" Circeline	\$ 3.30	\$ 5.50	\$ 8.80	No	Change	
71	Light Bulb / 8" Circeline	\$ 3.30	\$ 5.00	\$ 8.30	No	Change	
72	Light Bulb / 12" Circeline	\$ 3.30	\$ 5.50	\$ 8.80	No	Change	
73	Light Bulb, 28 watt quad	\$ 3.30	\$ 12.99	\$ 16.29	No	Change	
74	Light Diffuser, Circeline	\$ 3.30	\$ 19.69	\$ 22.99	No	Change	
75	Light Diffuser, Glass Drum	\$ 3.30	\$ 12.89	\$ 16.19	No	Change	
76	Light Diffuser, 4 ft.	\$ 3.30	\$ 24.37	\$ 27.67	No	Change	
77	Light Diffuser, Exterior Porch	\$ 3.30	\$ 7.37	\$ 10.67	No	Change	
Explanation of Significant Changes							
*53	Closet Pole End Brackets; Price has decreased based on what HD Supply is currently charging this year, versus last year.						
*56	Door Jamb / Repair; Price has decreased based on material cost from HD Supply compared to last year. PO and Contract with HD supply.						



			Current		Proposed		Explanation	
	HOUSING MAINTENANCE CHARGES	Labor Charge (Per Each)	Material Charge (Per Each)	Current Rate (Labor + Material)	Material Charge (Per Each)	Proposed Rate (Labor + Material)	Explanation of Increase or Decrease	
Electrical & lighting, Cont'd		Labor	Material Price	Current Rate	Material Price	Proposed Rate		
78	Light Fixture, 2' or 4' bulb fluorescent	\$ 39.60	\$ 52.87	\$ 111.56	No	Change		
79	Light Fixture, Circline	\$ 19.80	\$ 53.55	\$ 73.35	No	Change		
80	Light Fixture, Emergency Exit	\$ 39.60	\$ 64.74	\$ 104.34	No	Change		
81	Exterior wall pack (Light Fixture)	\$ 39.60	\$ 155.77	\$ 195.37	No	Change		
82	Porch Light Shade / Plastic	\$ 3.30	\$ 5.65	\$ 8.95	No	Change		
83	Porch Light Shade / Glass	\$ 3.30	\$ 8.29	\$ 11.59	\$ 24.05	\$ 27.35	Increased based on actual cost.	
84	Receptacle, Replace: 110 basic	\$ 19.80	\$ 3.59	\$ 23.39	No	Change		
85	Receptacle, Replace: GFI	\$ 19.80	\$ 11.55	\$ 31.35	No	Change		
86	Receptacle, Replace: Appliance	\$ 39.60	\$ 3.59	\$ 43.19	No	Change		
87	Smoke Detector, Replace	\$ 9.90	\$ 22.49	\$ 32.39	\$ 44.99	\$ 54.89	Increased based on actual cost.	
88	Carbon Dioxide/Smoke Detector	\$ 9.90	\$ 53.99	\$ 63.89	No	Change		
89	120 Volt Smoke Detector	\$ 9.90	\$ 15.39	\$ 25.29	\$ 46.99	\$ 56.89		Increased based on actual cost.
90	Battery Smoke Detector	\$ 9.90	\$ 22.49	\$ 32.39	No	Change		
91	Switch, Replace	\$ 9.90	\$ 1.35	\$ 11.25	No	Change		
92	Splitter / TV	\$ 6.60	\$ 3.75	\$ 10.35	No	Change		
93	Telephone, Jack Replacement	\$ 9.90	\$ 2.39	\$ 12.29	No	Change		
Floor coverings & accessories		Labor	Material Price	Current Rate	Material Price	Proposed Rate		
94	Floor Tile, Replace 12" x 12" (Each)	\$ 6.60	\$ 0.74	\$ 7.34	\$ 0.87	\$ 7.47	Increased based on actual cost.	
95	Carpet/glue down (actual cost or prorated)		\$ 18.00	\$ 18.00	No	Change		
96	Carpetw/pad (actual cost or prorated)		\$ 22.00	\$ 22.00	No	Change		
97	2 1/2 " or 4" Base / Per foot	\$ 6.60	\$ 0.44	\$ 7.04	No	Change		
Glazing & Hardware		Labor	Material Price	Current Rate	Material Price	Proposed Rate		
98	Patio Sliding Door Handle	\$ 9.90	Special Order	Material Price	No	Change		
99	Patio Sliding Door Latch	\$ 9.90	Special Order	Material Price	No	Change		
100	Window Board up/Clean up	\$ 39.60	Service Only	\$ 39.60	No	Change		
101	Window Glass 20" X 20" / single pane	\$ 85.00	\$ 12.60	\$ 97.60	No	Change		
102	Window Glass 24" X 24" / single pane	\$ 85.00	\$ 17.11	\$ 102.11	No	Change		
103	Window Glass 24" X 60" / single pane	\$ 85.00	\$ 63.45	\$ 148.45	\$ 40.00	\$ 125.00	Decreased based on actual cost.	
104	Window Glass 36" X 36" / single pane	\$ 85.00	\$ 45.52	\$ 130.52	\$ 36.00	\$ 121.00	Decreased based on actual cost.	
105	Window Glass 36" X 60" / single pane	\$ 85.00	\$ 91.59	\$ 176.59	\$ 60.00	\$ 145.00	Decreased based on actual cost.	
106	Window Glass 50" X 50" / single pane	\$ 85.00	Special Order	\$85.00 plus Material Price	No	Change		
107	Window Glass 20" X 20" / dual pane	\$ 115.00	\$ 43.92	\$ 158.92	\$ 42.00	\$ 157.00		Decreased based on actual cost.
108	Window Glass 24" X 24" / dual pane	\$ 115.00	\$ 63.20	\$ 178.20	\$ 60.00	\$ 175.00		Decreased based on actual cost.
109	Window Glass 24" X 60" / dual pane	\$ 115.00	\$ 107.50	\$ 222.50	\$ 150.00	\$ 265.00		Increased based on actual cost.
110	Window Glass 36" X 36" / dual pane	\$ 115.00	\$ 96.75	\$ 211.75	\$ 135.00	\$ 250.00		Increased based on actual cost.
*	Explanation of Significant Changes							
*83	Porch Light Shade, Glass: Current unit item price with HD Supply. Part is not normally ordered in bulk due to infrequent number of repairs needed.							
*87	Smoke Detector, Replace: Agency has adopted 10-year lithium ion powered smoke detector and carbon monoxide detectors for a longer duration of coverage.							
*89	120 Volt Smoke Detectors: For compliance purposes, these detectors are also combination Carbon Monoxide detectors which adds to the cost.							
*103	Window Glass 24" X 60" / single pane: Multiple vendors who can provide product, this represents the most competitive price for this size of glass.							
*105	Window Glass 36" X 60" / single pane: Multiple vendors who can provide product, this represents the most competitive price for this size of glass.							
*109	Window Glass 24" X 60" / dual pane: Multiple vendors who can provide product, this represents the most competitive price for this size/type of glass.							
*110	Window Glass 36" X 36" / dual pane: Multiple vendors who can provide product, this represents the most competitive price for this size/type of glass.							
	**Window Glass: Prices above reflect when the material is installed by in-house staff. Invoice price is passed to residents for jobs completed by vendors.							

			Current		Proposed		Explanation
	HOUSING MAINTENANCE CHARGES	Labor Charge (Per Each)	Material Charge (Per Each)	Current Rate (Labor + Material)	Material Charge (Per Each)	Proposed Rate (Labor + Material)	Explanation of Increase or Decrease
Glazing & Hardware, Cont'd			Material Price	Current Rate	Material Price	Proposed Rate	
111	Window Glass 36" X 60" / dual pane	\$ 115.00	\$ 161.25	\$ 276.25	No	Change	
112	Window Glass 50" X 50" / dual pane	\$ 175.00	\$ 214.52	\$ 389.52	No	Change	
113	Window Glass 20" X 20" / screen	\$ 19.80	\$ 16.60	\$ 36.40	No	Change	
114	Window Glass 24" X 24" / screen	\$ 19.80	\$ 19.72	\$ 39.52	No	Change	
115	Window Glass 24" X 60" / screen	\$ 19.80	\$ 33.76	\$ 53.56	No	Change	
116	Window Glass 36" X 36" / screen	\$ 19.80	\$ 29.08	\$ 48.88	No	Change	
117	Window Glass 36" X 60" / screen	\$ 19.80	\$ 38.44	\$ 58.24	No	Change	
118	Window Glass 50" X 50" / screen	\$ 19.80	\$ 40.00	\$ 59.80	No	Change	
119	Window Lock, Casement	\$ 9.90	Special Order	\$9.90 plus Special Order Price	No	Change	
120	Window Operator, Casement	\$ 19.80	Special Order	\$9.90 plus Material Price	No	Change	
Heating & Air			Material Price	Current Rate	Material Price	Proposed Rate	
121	A/C Thermostat	\$ 6.60	\$ 25.82	\$ 32.42	No	Change	
122	Furnace, Thermostat	\$ 6.60	\$ 25.82	\$ 36.08	No	Change	
123	Exhaust Fan Cover	\$ 9.90	\$ 6.99	\$ 16.89	No	Change	
Locks, keys and hardware			Material Price	Current Rate	Material Price	Proposed Rate	
124	Eviction Lockout	\$ 9.90	Service Only	\$ 9.90	No	Change	
125	Combo Lock Repair	\$ 19.80	Service Only	\$ 19.80	No	Change	
126	Combo Lock Replace	\$ 19.80	\$ 54.99	\$ 74.79	No	Change	
127	Deadbolt, Replace	\$ 19.80	\$ 31.99	\$ 51.79	\$ 29.11	\$ 48.91	Decreased based on actual cost.
128	Door Lever knobset (interior)	\$ 9.90	\$ 10.99	\$ 20.89	No	Change	
129	Door Standard knobset (interior)	\$ 9.90	\$ 9.99	\$ 19.89	No	Change	
130	Drawer Pulls	\$ 9.90	\$ 5.99	\$ 15.89	No	Change	
131	Gate Hinge	\$ 19.80	\$ 5.28	\$ 25.08	\$ 29.11	\$ 48.91	Increased based on actual cost.
132	Gate Latch	\$ 9.90	\$ 4.69	\$ 14.59	\$ 4.97	\$ 14.87	Increased based on actual cost.
133	Garage OH Door Handle	\$ 19.80	\$ 10.79	\$ 30.59	No	Change	
134	Garage Door, Bolt Lock	\$ 19.80	\$ 18.59	\$ 38.39	No	Change	
135	Key (Best Replacement)	\$ 9.90	\$ 7.50	\$ 17.40	No	Change	
136	Key, (Unit Replacement)	\$ 9.90	\$ 0.50	\$ 10.40	No	Change	
137	Key, (Unit Replacement) (Delivered)	\$ 9.90	\$ 0.50	\$ 10.40	No	Change	
138	Lock, Install-a-Lock, wrap-around (Single)	\$ 19.80	\$ 12.50	\$ 32.30	\$ 22.00	\$ 41.80	Increased based on actual cost.
139	Lock, Install-a-Lock, wrap-around (Combo)	\$ 19.80	\$ 11.50	\$ 31.30	\$ 32.00	\$ 51.80	Increased based on actual cost.
140	Lock / Key in Knob / Entry	\$ 19.80	\$ 11.50	\$ 31.30	No	Change	
141	Lock Change (non-damaged lock) + 2 keys	\$ 19.80	\$ 16.84	\$ 36.64	\$ 1.00	\$ 20.80	Decreased based on actual cost.
142	Lockout After Regular Business Hours	Call Locksmith	Locksmith Replacement Key Charge	Call Locksmith	No	Change	
143	Lockout During Regular Business Hours	\$ 79.20	Service Only	\$ 79.20	No	Change	
144	Mailbox Lock Replace	\$ 9.90	\$ 6.89	\$ 16.79	No	Change	
Explanation of Significant Changes							
*131	Gate Hinge; This item is based on the most commonly used product for this category. As gates vary, the price for this item will vary. Resident would be charged actual cost to replace. Most commonly associated with Single Family Homes.						
*138	Lock, Install-A-Lock, wrap-around (Single): This is associated, in most cases, with the new Smart Lock system. It is a more expensive system, but changing locks becomes less expensive (see item 141)						
*141	Lock Change (non-damaged lock) + 2 keys: With the smart lock system, changing locks has a minimal expense as it does not require significant modification.						

HOUSING MAINTENANCE CHARGES			Current		Proposed		Explanation
	(Per Each)		(Per Each)	(Labor +	Charge	(Labor +	Increase or Decrease
Locks, keys and hardware, Cont'd			Material Price	Current Rate	Material Price	Proposed Rate	
145	Mechanical Door Chime	\$ 19.80	\$ 22.49	\$ 42.29	No	Change	
146	Privacy / Passage / Patio Locks, Replace	\$ 9.90	\$ 10.99	\$ 20.89	No	Change	
147	Store Room / Community Room Locks	\$ 19.80	\$ 76.00	\$ 95.80	No	Change	
148	Auto Gate Clickers	N/A	\$ 47.00	\$ 47.00	\$30.00	\$40.00	Decreased based on actual cost.
149	Pedestrian CARD Readers	N/A	\$ 7.00	\$ 7.00	No	Change	
Paint & preparation			Material Price	Current Rate	Material Price	Proposed Rate	
150	Paint, int/ext Door, Stain finish	\$ 59.40	\$ 9.99	\$ 69.39	No	Change	
151	Paint, int/ext Door, Paint finish	\$ 39.60	\$ 9.99	\$ 49.59	No	Change	
Plumbing			Material Price	Current Rate	Material Price	Proposed Rate	
152	Basin Faucet, Replace	\$ 19.80	\$ 97.89	\$ 117.69	No	Change	
153	Basin Stopper	\$ 3.30	\$ 3.39	\$ 6.69	No	Change	
154	Basin, Replace	\$ 59.40	\$ 39.39	\$ 98.79	No	Change	
155	Basin, P-Trap, Replace	\$ 9.90	\$ 11.79	\$ 21.69	No	Change	
156	Basket Strainer (crumb cup)	\$ 3.30	\$ 2.29	\$ 5.59	No	Change	
157	Drain Stoppage, Tub / Shower	\$ 39.60	Service Only	\$ 39.60	No	Change	
158	Drain Stoppage, Sink	\$ 39.60	Service Only	\$ 39.60	No	Change	
159	Flush Tank (Toilet)	\$ 39.60	\$ 50.00	\$ 89.60	No	Change	
160	Garbage Disposal Stopper	\$ 3.30	\$ 2.89	\$ 6.19	No	Change	
161	Garbage Disposal, Replace	\$ 39.60	\$ 54.99	\$ 94.59	No	Change	
162	Garbage Disposal, Splash Guard	\$ 9.90	\$ 2.59	\$ 12.49	No	Change	
163	Garbage Disposal, Stoppage	\$ 9.90	\$ 1.89	\$ 11.79	No	Change	
164	Gas Connector, Replace	\$ 19.80	\$ 13.04	\$ 32.84	No	Change	
165	Hand Held Shower Head (Wand Only)	\$ 9.90	\$ 21.19	\$ 31.09	No	Change	
166	Hose Bibs, Replace	\$ 19.80	\$ 6.09	\$ 25.89	No	Change	
167	Kitchen Faucet, Replace	\$ 19.80	\$ 36.39	\$ 56.19	No	Change	
168	Laundry Faucet, Replace	\$ 19.80	\$ 24.49	\$ 44.29	No	Change	
169	Lavatory	\$ 118.80	\$ 32.99	\$ 151.79	No	Change	
170	Toilet Bowl, Std. Only	\$ 39.60	\$ 56.00	\$ 95.60	No	Change	
171	Toilet Bowl, Elongated	\$ 39.60	\$ 75.00	\$ 114.60	\$ 128.40	\$ 168.00	Increased based on actual cost.
172	Toilet Bowl, ADA	\$ 39.60	\$ 80.00	\$ 119.60	\$ 128.40	\$ 168.00	Increased based on actual cost.
173	Toilet Stoppage / Local	\$ 19.80	Service Only	\$ 19.80	No	Change	
174	Toilet, Standard, Replace	\$ 39.60	\$ 60.00	\$ 99.60	\$ 80.40	\$ 120.00	Increased based on actual cost.
175	Shower Head	\$ 6.60	\$ 4.99	\$ 11.59	\$ 5.40	\$ 17.00	Increased based on actual cost.
Window Coverings & Screens			Material Price	Current Rate	Material Price	Proposed Rate	
176	Screen Door Closer	\$ 9.90	\$ 10.99	\$ 20.89	No	Change	
177	Screen Door Grill 36" X 36"	\$ 9.90	\$ 19.99	\$ 29.89	No	Change	
178	Screen Door Kick Panel	\$ 39.60	\$ 19.99	\$ 59.59	No	Change	
179	Screen Door Latch	\$ 6.60	\$ 5.49	\$ 12.09	No	Change	
180	Screen Door / Passage	\$ 39.60	\$ 49.99	\$ 89.59	\$ 50.40	\$ 90.00	Increased based on actual cost.
Explanation of Significant Changes							
*148	Auto Gate Clickers: Able to order these in bulk and save on the cost of the clickers. Distributed to each community based on need.						
172	Toilet bowl, ADA: This is based on the most commonly used product in this category, and based on need of resident. Cost may be higher or lower based on need.						



			Current		Proposed		Explanation
	HOUSING MAINTENANCE CHARGES	Labor Charge (Per Each)	Material Charge (Per Each)	Current Rate (Labor + Material)	Material Charge (Per Each)	Proposed Rate (Labor + Material)	Explanation of Increase or Decrease
Window Coverings & Screens, Cont'd.		Labor	Material Price	Current Rate	Material Price	Proposed Rate	
181	Screen Door, Storm Door, Replace	\$ 59.40	\$ 129.00	\$ 188.40	No	Change	
182	Screen Door / Std / Rescreen	\$ 39.60	\$ 45.99	\$ 85.59	\$ 50.40	\$ 90.00	Increased based on actual cost.
183	Shower Door Kit / Towel Bar	\$ 9.90	\$ 20.85	\$ 30.75	\$ 20.85	\$ 30.75	
184	Sliding Screen Door/Rescreen	\$ 9.90	\$ 12.95	\$ 22.85	\$ 20.10	\$ 30.00	Increased based on actual cost.
185	Traverse Rod 28" X 48"	\$ 19.80	\$ 13.98	\$ 33.78	\$ 13.20	\$ 33.00	Decreased based on actual cost.
186	Traverse Rod 48" X 84"	\$ 19.80	\$ 17.39	\$ 37.19	\$ 17.20	\$ 37.00	Decreased based on actual cost.
187	Traverse Rod 66" X 120"	\$ 19.80	\$ 17.39	\$ 37.19	\$ 17.20	\$ 37.00	Decreased based on actual cost.

### Explanation of Charges Not Covered

- 1) The adjusted rate in the Schedule of Fees and Charges does not reflect
- 2) All charges for repairs performed by vendors will be determined by actual cost.
- 3) Services not described in the Schedule of Fees and Charges will be charged \$39.60 per hour during normal, business hours and \$41.58 per hour for all after-hours work. Both rates are subject to a trip charge. Parts and materials costs are charged at actual cost.

An asterisk in the Schedule of Fees and Charges indicates that the charge is for more than one trade.

September 20, 2017



Sacramento Housing and Redevelopment Commission  
Sacramento, California

Honorable Members in Session:

**SUBJECT** 2018 Annual Plan for the Housing Authority of the City of Sacramento (HACS) and the Housing Authority of the County of Sacramento (HACOS); Submission of the 2018 Annual Plan to the U.S. Department of Housing and Urban Development (HUD)

**RECOMMENDATION**

Staff recommends adoption of the attached resolution which:

1) certifies that the required public hearing has been held and comments have been received and considered, 2) approves the *2018 Public Housing Agency (PHA) Annual Plan* consisting of the *Public Housing Admissions and Continued Occupancy Policy* for both HACS and HACOS, and the *Administrative Plan* for the Housing Choice Voucher (HCV) program for HACOS only, 3) authorizes the Executive Director or her designee to make non-substantive changes to the *Plan* based on additional public comments, 4) authorizes the Executive Director or her designee to make changes to the *PHA Plan* as directed by HUD or required for compliance with the Quality Housing and Work Responsibility Act of 1998, 5) certifies that the plan is consistent with the *Consolidated Plan* per 24 Code of Federal Regulations (CFR) §903.15, and 6) authorizes the Executive Director or her designee to execute and submit all required documents for the submission and certification of compliance of the *2018 PHA Annual Plan* to HUD or to comply with the Quality Housing and Work Responsibility Act of 1998.

**CONTACT PERSONS**

LaTanna Jones, Assistant Director, Conventional Housing Program, 916-440-1334  
Sarah Thomas, Assistant Director, Housing Choice Voucher Program, 916-440-1397  
Cecette Hawkins, Management Analyst, Conventional Housing Program, 916-440-1658  
MaryLiz Paulson, Management Analyst, Housing Choice Voucher Program, 916-449-6201

**SUMMARY**

This report recommends consideration of the *2018 PHA Annual Plan (Plan)* for the Housing Authorities of the City (Attachment 1) and County (Attachment 2) of

## **SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

Sacramento Housing and Redevelopment Commission  
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Sacramento (collectively “Housing Authority”) that are consistent with the *Five-Year Consolidated Plan* (2013-2019).

The 2018 PHA Plan also consists of:

- *Public Housing Admissions and Continued Occupancy Policy* (ACOP) for the Housing Authority of the City of Sacramento (Attachment 3) ;
- *Public Housing Admissions and Continued Occupancy Policy* (ACOP) for the Housing Authority of the County of Sacramento (Attachment 4);
- *Administrative Plan for the Housing Choice Voucher program* (Administrative Plan) for the Housing Authority of the County of Sacramento (Attachment 5);
- *Capital Fund Plan Five-Year Action Plan* for the Housing Authority of the City of Sacramento (Attachment 6); and
- *Capital Fund Plan Five-Year Action Plan* for the Housing Authority of the County of Sacramento (Attachment 7).

These documents provide a comprehensive guide to the Housing Authority's policies, programs, operations, and strategies for meeting local housing needs and goals consistent with the Housing Authority's overall goals to improve operating efficiencies and services to residents. These documents can be found on SHRA's website at [www.shra.org](http://www.shra.org) (click on PHA Annual Plan to access draft documents for 2018).

### **BACKGROUND**

Applicable federal law and HUD regulations require that each Housing Authority develop and adopt a *Plan* and update it on an annual basis. The 2018 PHA Plan is an annual update to the Five-Year PHA Plan. The Housing Authority submitted its last Five-Year Plan to HUD in 2014 for 2015-2019. The next Five-Year Plan is due in 2019 for the 2020-2024 period.

Staff updated the programs' guiding policy documents after reviewing internal procedures, available funding and new HUD regulations. There are 27 significant changes proposed for 2018 (Attachment 8). They are organized as follows:

- 10 significant changes proposed by the Public Housing program; and
- 17 significant changes proposed by the HCV program.

These proposed changes were presented to the Sacramento Resident Advisory Board (SRAB), which then solicited resident input about proposed changes to the policy documents and proposed changes at their public housing sites.

Notices announcing the 45-day public comment period and the location of the draft documents were published in local newspapers and posted on the website at [www.shra.org](http://www.shra.org).

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The Annual Plan contains summaries of the significant changes proposed for 2018. The following policy documents have been revised to incorporate these changes:

- The Conventional Public Housing program's policies are contained in policy document called the *Admissions and Continued Occupancy Plan (ACOP)*.
- The Conventional Public Housing program's plan for the current year's utilization of Capital Grant funds are included in the *Capital Fund Five-Year Action Plan*, and
- The Housing Choice Voucher (HCV) program's policies are contained in the *Administrative Plan*.

### Significant changes

Significant changes to the 2018 ACOP include three regulatory updates to the policy to align with new HUD regulations. Other changes include:

- 1) update to documents that are accepted as proof of custody when a single parent is adding a child to the household,
- 2) the provision of additional time to households to respond to the PHA when the wait list is being purged,
- 3) update to the notification process for residents when they request a transfer to another unit,
- 4) clarification of charges when households are being transferred to another unit,
- 5) the screening of elderly and/or disabled family members who are added to a household, and
- 6) regulatory updates to the Violence Against Women's Act (VAWA).

Information on all significant changes can be found in the attached *Significant Changes to the 2018 ACOP and HCV Administrative Plan* document (see Attachment 8).

Significant changes to the 2018 HCV Administrative Plan include two regulatory updates to policies to align with new HUD regulations. Other changes include:

- 1) lengthening the timeframe for responses to purging the existing waitlist,
- 2) the screening of elderly and/or disabled family members who are added to a household,
- 3) language to clarify additional family members impacted when one person is incarcerated,
- 4) language to create additional housing expeditiously for homeless families, and
- 5) regulatory updates as a result of the Housing Opportunities through Modernization Act of 2016 (HOTMA).

## **SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

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Information on all significant changes can be found in the attached *Significant Changes to the 2018 HCV Administrative Plan and ACOP* document.

### **FINANCIAL CONSIDERATIONS**

The *Capital Fund Program (CFP) Five-Year Action Plan* identifies the anticipated annual allocations from HUD and the proposed uses for those funds. The 2018 Annual Plan (CFP) updates the Five-Year Action Plan and makes annual adjustments for funding realities. The recommended action before the Commission requires no additional funding consideration.

### **POLICY CONSIDERATIONS**

The Public Housing Authority complies with applicable federal laws and regulations, including the *Quality Housing and Work Responsibility Act of 1998 (QHWRA)*.

### **ENVIRONMENTAL REVIEW**

The *Capital Fund Program Five-Year Action Plan (2015-2019)* was previously analyzed in accordance with CEQA and NEPA. All programs included in the *Five-Year Action Plan* were found to be Exempt under CEQA Guidelines and Exempt or Categorically Excluded under NEPA Guidelines. The actions proposed in this *2018 Annual Plan* are in support of the Five-Year Plan.

**California Environmental Quality Act (CEQA):** The recommended actions are considered administrative and therefore determined not to be a project subject to provisions of CEQA per 14 California Code of Regulations (CCR) §15378(b)

Changes to the *PHA Annual Plans* are administrative and are therefore determined not to be a project subject to provisions of CEQA per 14 CCR §15378(b).

Changes to the Capital Fund Program involve adjustments for funding realities only, and do not propose any new projects. The Capital Fund Program identifies projects which are “contemplated actions,” and does not demonstrate a commitment of funds. Prior to implementation of any particular activity (or aggregated activities) identified in the Annual Plan that has not previously undergone environmental review, environmental clearance will be conducted in accordance with CEQA Guidelines.

**National Environmental Policy Act (NEPA):** The recommended actions are considered administrative and therefore determined to be Exempt from NEPA per 24 CFR §58.34(a)(3), “administrative and management activities”. Changes to the Capital Fund Program involve adjustments for funding realities only, and do not propose any



## SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

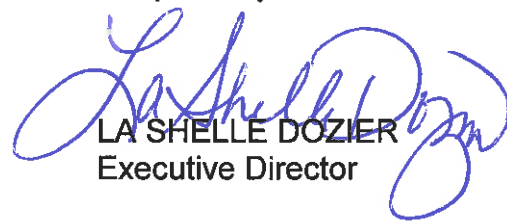
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new projects. The Capital Fund Program identifies projects which are “contemplated actions,” and does not demonstrate a commitment of funds. Therefore, the activities contemplated in the *Annual Plan* are considered Exempt according to 24 CFR §58.34(a)(1), “environmental and other studies, resource identification, and the development of plans and strategies.” Prior to implementation of any particular activity identified in the *Annual Plan* that has not previously undergone environmental review environmental clearance will be conducted in accordance with NEPA regulations.

### **M/WBE AND SECTION 3 CONSIDERATIONS**

Minority and Women’s Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

### **Attachments (Available [www.shra.org](http://www.shra.org))**

Attachments 1 - 7 are on file with the Clerk. Attachments 8, 9, 10, and 11 are included with the Staff Report.

1. *City of Sacramento 2018 Annual PHA Plan*
2. *County of Sacramento 2018 Annual PHA Plan*
3. *Public Housing Admissions and Continued Occupancy Policy (ACOP)-City*
4. *Public Housing Admissions and Continued Occupancy Policy (ACOP)-County*
5. *Housing Choice Voucher Program Administrative Plan*
6. *Capital Fund Program Five-Year Action Plan - City*
7. *Capital Fund Program Five-Year Action Plan – County*
8. *Significant Changes to the 2018 ACOP and HCV Administrative Plan*
9. *Sacramento Resident Advisory Board Comments*
10. *Legal Services of Northern California (LSNC) Comments*
11. *SHRA’s response to LSNC Comments*

## **RESOLUTION NO. SHRC-\_\_\_\_\_**

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

**September 20, 2017**

### **2018 PUBLIC HOUSING AGENCY ANNUAL PLAN FOR THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO AND HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO**

**WHEREAS**, the 2013-2019 Consolidated Plan is a planning document that identifies overall housing and community development needs in the City and County of Sacramento, and outlines a strategy to address those needs.

**WHEREAS**, the proposed 2018 Public Housing Agency (PHA) Plan is consistent with the 2013-2019 Consolidated Plan which was approved by the City and County of Sacramento.

**WHEREAS**, beginning with the 2001 fiscal year budget and associated resolutions and reauthorized each subsequent year in the resolutions approving the Housing Authority of the City and Housing Authority of the County of Sacramento (collectively Housing Authority) budgets, the Sacramento Housing and Redevelopment Agency (SHRA) and its Executive Director, or her designee, are delegated authority by the governing boards of the Housing Authority to conduct a public hearing on behalf of the Housing Authority to discuss the Public Housing Agency Annual Plan (PHA Plan) as applicable and invite public comment on the plans.

**WHEREAS**, the proposed PHA Plan changes were presented to the Resident Committees and the Resident Advisory Board (RAB), and made available to the public on July 28, 2017.

**WHEREAS**, a public hearing, duly noticed for more than a 45-day period, was held on September 6, 2017 on the 2018 PHA Annual Plan and the Capital Fund Program Five Year Action Plan (2018-2022) on behalf of the Housing Authority and comments received were considered by the Sacramento Housing and Redevelopment Commission (Commission).

**WHEREAS**, the Capital Fund Program (CFP) Five-Year Action Plan (2018-2022) was previously analyzed in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). All programs included in the Five-Year Action Plan were found to be exempt under CEQA Guidelines and exempt or categorically excluded under the NEPA Guidelines. The actions proposed in this 2018 Annual Plan are in support of the Five-Year Action Plan.

**WHEREAS**, activities authorized by the PHA Plan and CFP have been analyzed in accordance with CEQA and NEPA. The recommended actions and all changes to the Annual Plan are administrative in nature and therefore are not a project subject to provisions of CEQA per 14 California Code of Regulations (CCR) §15378(b), and are determined to be exempt from NEPA per 24 Code of Federal Regulations (CFR) §58.34(a)(3). Changes to the Capital Fund Program involve adjustments for funding activities only, and do not propose any new projects. To the extent that funding becomes available, making these projects possible, individual

environmental review under CEQA and/or NEPA will be performed prior to any actual funding commitment or choice-limiting action.

**NOW, THEREFORE BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. After due consideration of the facts presented in the recitals above, the staff report and at the public hearing, the findings, including the environmental findings regarding this action, are found to be true and correct and are hereby adopted.

Section 2. The Public Housing Agency Annual Plan, consisting of the Public Housing Admissions and Continued Occupancy Policy for both the Housing Authority of the City of Sacramento and the Housing Authority of the County of Sacramento and the Administrative Plan for the Housing Choice Voucher program for the Housing Authority of the County of Sacramento only, is hereby approved.

Section 3. The Executive Director or her designee is authorized to make non-substantive changes to the Plan based on any additional public comments received.

Section 4. The Executive Director or her designee is authorized to make changes to the PHA Plan as directed by the Department of Housing and Urban Development (HUD) or as required to comply with the Quality Housing and Work Responsibility Act of 1998.

Section 5. The Public Housing Agency certifies that the Plan is consistent with the Consolidated Plan per 24 CFR §§ 903.5 and 903.15.

Section 6. The Executive Director or her designee is authorized to execute and submit all required documents for the submission and certification of compliance of the 2018 PHA Annual Plan to the Department of Housing and Urban Development or to comply with the Quality Housing and Work Responsibility Act of 1998.

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CHAIR

ATTEST:

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CLERK

## SIGNIFICANT CHANGES 2018 Public Housing Authority Plan (ACOP and Administrative Plans)

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s stated mission and the persons the Authority serves. The proposed changes below have not been deemed “significant”.

New language is indicated in red. Deleted language is shown in ~~strikeout~~.

There are 27 proposed changes to the 2018 PHA Plan which have been deemed “significant”. There are 10 chapters below with changes in the ACOP and 17 changes in the Administrative Plan.

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

#### **1. Chapter 2 – Eligibility, Page 8**

##### **Multiple Families in the Same Household**

An applicant household who wishes to include a child(ren) must provide documentation proving they have custody of the child(ren). Documentation may include:

- A court ordered guardianship order;
- A notice from the County Welfare department verifying the child is in the home of the applicant;
- a letter from each school-aged child’s school verifying the address at which the child is registered and the person who is listed as the guardian;
- A notarized letter from the missing parent of the child stating the applicant has been granted custody of the child.

All mitigating circumstances will be considered.

*This change includes the documents that may be accepted to show proof of custody.*

#### **2. Chapter 4 – Resident Selection and Assignment Plan, Page 5**

##### **G. Removal from Wait List and Purging**

If an applicant fails to respond within ~~fifteen~~ forty-five (45) days of the date of the purge letter, or electronically through the PHA applicant portal the applicant will be removed from the wait list. If the ~~purge~~ letter is returned to SHRA by the Post

Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within ~~thirty~~ forty-five (45) days from the purge deadline to report a change in address, they will be given the opportunity to update their address and be reinstated. If an applicant is removed from the wait list for failure to respond after the ~~thirty~~ forty-five (45) day grace period, mitigating circumstances will be considered before determining they will not be reinstated. If the family provides proof that the return mail was due to an error of the PHA or the Postal Service, the family will be reinstated.

*This change lengthens the timeframe for a response to the purge of the existing wait list.*

#### **H. Wait List Preferences**

If the applicant family or individual falsifies documents or knowingly makes false statements to qualify for any preference, they will be removed from the wait list.

#### **3. Chapter 5 – Occupancy Guidelines, Page 1**

- Exception; infants under one years of age may be allowed to share a room with two other members of the household, at the discretion of the family.

The PHA assigns an additional bedroom under the following conditions:

- ~~Adults (18 and over) who are not in a spousal relationship shall be allocated separate bedrooms~~

Other consideration in determining the bedroom size:

- Foster children may be considered when determining unit size. Requests for the addition of foster children to the household must be approved by the PHA prior to the actual move-in of the proposed new member. Approval will be based on current bedroom size, additional bedrooms will not be awarded.

*This change removes language allowing adults over 18 who are not in a spousal relationship with an additional bedroom, and encourages families to consider their current bedroom size when adding foster children.*

#### **4. Chapter 6 – Determination of Total Tenant Payment, Page 7**

##### **Tracking the Earned Income Exclusion**

- Ending date of the maximum ~~forty-eight (48)~~ twenty four (24) month, ~~four (4) year~~ disallowance period ~~forty-eight (48) months~~ from the date of the initial earned income disallowance

## **F. Averaging and Annualizing Income**

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

*This regulatory change shortens the length of time a person is allowed the earned income disallowance. It also includes information on how averaging and annualizing income will be determined.*

## **5. Chapter 8 – Transfer Policy, Page 2**

### **Appropriate notice for transfers**

Residents who have submitted transfer requests will be provided with a referral letter stating that a unit meeting their needs has become available for transfer, the resident will have 10 days to place a deposit, sign the appropriate paperwork, and move into the new unit. Mitigating circumstances will be considered if more time is required to complete the transfer. All current residents will be required to sign a Transfer Addendum, and new residents will sign a Transfer addendum at move-in.

*This change updates how a resident will be notified for a transfer to another unit.*

## **6. Chapter 8 – Transfer Policy, Page 5**

### **Transfer Vacate Charges**

Residents with approved transfers are allowed three days of overlap between the unit transferred from and the unit transferred to. ~~The resident is responsible for the prorated rent for each unit during the transition to the new unit.~~ The resident will sign an agreement that will specify that the keys to former unit must be returned within 3 days or a \$25.00 per day charge will be levied, for a maximum of 7 days. ~~The resident will forfeit possession of unit and remaining personal property.~~ On the 8<sup>th</sup> day, the PHA will consider the unit surrendered and any personal property or belongings remaining in the former unit will be disposed of by the PHA without notice.

~~Keys to the vacated unit must be returned to the vacating management office not later than the third (3<sup>rd</sup>) day from the new lease date. If the resident fails to return keys by the end of the third (3<sup>rd</sup>) day the PHA may levy a per day storage fee of \$25.00 per day until the keys are returned, equivalent to the prorated daily unit rent or unit deposit of the vacated unit, whichever is greater. After the third (3<sup>rd</sup>) day if the resident has not returned keys to the unit from which they are transferring, the PHA may either charge the prorated storage rent stated above~~

~~or contract to have the resident's belongings placed in a secure storage facility at the expense of the resident.~~

*If personal property remains on the premises after a tenancy has terminated and the premises have been vacated by the resident, the PHA will give written notice to the resident.*

*The notice shall advise the person to be notified that reasonable costs of storage may be charged before the property is returned, where the property may be claimed, and the date before which the claim must be made. The date specified in the notice shall be a date not less than 15 days after the notice is personally delivered or, if mailed, not less than 18 days after the notice is deposited in the mail.*

*This change clarifies information to the resident being approved for transfer and the charges associated with the transfer.*

#### **7.Chapter 9 - Leasing, Page 8**

#### **DETERMINING FACTORS FOR HOUSEHOLD ADDITIONS**

Household additions subject to screening:

- The parent or grandparent of the head, spouse, or co-head who is elderly or disabled

*This change has been added to include screenings involving household additions who are elderly and/or disabled.*

#### **8.Chapter 11 - Recertification, Page 12**

PROCEDURES WHEN THE CHANGE IS NOT PROCESSED BY THE PHA IN A TIMELY MANNER

Added Language: If the family has submitted all of the documentation needed to project their future rent amount, every effort should be taken to provide the family with the projected rent. The family will be expected to pay this projected amount until their interim is resolved.

*This change adds language to address the PHA's efforts to project the future rent amount for a family at the time of recertification or eligibility.*

#### **9.Chapter 17 – Violence Against Women Act (VAWA) & Domestic Violence, Page 1 and 2**

Definitions Added:

- Actual or imminent threat
- Affiliated individual
- Spouse or intimate partner of the victim

- Safe Unit

### **Chapter 17 – VAWA & Domestic Violence, Page 3**

#### **C. CERTIFICATION AND CONFIDENTIALITY**

The person seeking VAWA protections shall provide complete and accurate certifications to a PHA owner or manager within 14 business days after the party requests in writing that the person completes the certifications. If the person does not provide a complete and accurate certification within the 14 business days, a PHA owner or manager may take action to deny or terminate participation or tenancy. Mitigating circumstances would be considered in any case where the person seeking VAWA protection did not submit their documentation timely. Additional time may be granted on a case by case basis.

### **Chapter 17 – VAWA & Domestic Violence, Page 5**

#### **G. APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE, OR TENANCY**

A public housing resident who moves out of an assisted dwelling unit to protect his or her health or safety and who: (a) is protected under VAWA pursuant to this Policy; (b) reasonably believes he or she is imminently threatened by harm from further violence if he or she remains in the unit; and (c) has complied with all other obligations of the Program, ~~may receive a voucher and move to another Housing Choice Voucher jurisdiction.~~ Public Housing program will be placed on the PHA's transfer list. Once selected from the transfer list, the resident will be presented with transfer offers.

### **Chapter 17 – VAWA & Domestic Violence, Page 7**

#### **K. NOTICE TO APPLICANTS, PARTICIPANTS AND TENANTS**

The PHA shall provide notice to applicants, participants, tenants, and managers of their rights and obligations under VAWA, including the right to confidentiality when a person is denied assistance, when a person is admitted, and when a tenant is notified of eviction or termination of housing benefits and within the 12 month period following December 16, 2016 either during the annual recertification process or lease renewal process, whichever is applicable. Tenants will also be provided with HUD form-5382 and the Notice of Occupancy Rights under VAWA.

### **Chapter 17 – VAWA & Domestic Violence, Page 8**

#### **N. Transfers**

Any family that requests to transfer will be provided with a copy of the PHA's Emergency Transfer Plan (HUD Form 5381.) This plan will provide information to family's looking to transfer due to a VAWA-related incident, as well as



providing additional VAWA resources to the family. These transfers will be categorized as emergency transfers, and will be treated at the highest level of priority. VAWA transfers will be in the same category as other displacement related transfers.

Families will be placed on a transfer list, and will be provided with Public Housing options in both the City and County of Sacramento. Eligibility will need to be redetermined if moving between the City and County of Sacramento.

*These regulatory changes to VAWA that include: additional definitions, mitigating circumstances in certification and confidentiality, when a resident will be placed on the transfer list if they move from their unit for safety reasons, providing notice to residents and applicants within a certain time frame, and updating information on transfers.*

#### **10. Chapter 18 – Public Housing Non-Smoking Facility Policy, Page 1**

**1. Definition** The term "smoking" means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, electronic nicotine device, or other tobacco product or similar lighted product (marijuana, herb, or any combustible substance) in any manner or form.

**2. The Housing Authority of the City/County of Sacramento is not a guarantor of a smoke-free environment:** The PHA will take reasonable steps to enforce the Non-Smoking Facility Policy if there is sufficient evidence of the policy violation. The PHA ~~is not required~~ may not be able to take additional steps in response to the smoking unless management or other employees have actual knowledge of the smoking and the identity of the responsible resident.

Smoking is prohibited inside residential units, any common interior areas, including but not limited to hallways, laundry rooms, stairways, elevators, and within 25 feet of building(s) including entry way, porches, balconies, windows, and patios. This policy applies to all staff, tenants, guests, visitors and contractors.

#### **Addendum 3: ~~Medical~~ Marijuana Policy**

*This change has been updated language to clarify the prohibition of smoking in certain areas and address the legalized use of marijuana in California.*

## **Administrative Plan 2018**

### **1. Chapter 4 Establishing Preferences and Maintaining the Wait List, page 4-3**

- 4) (1 point) Rent burden preference for participants whose rent burden (documented rent and utilities according to applicable or prorated utility allowance schedule) exceeds 50% of gross income (gross income from financial aid for a student does not include tuition and fees)

*When gross income includes the financial aid students receive to pay for tuition and fees, they do not meet the rent burden definition. Yet financial aid used to pay tuition and fees is excluded when calculating rent. This language proposes to exclude this income for rent calculation and preference determination.*

### **2. Chapter 4 Establishing Preferences and Maintaining the Wait List, page 4-4** **D. REMOVAL FROM WAIT LIST AND PURGING**

If an applicant fails to respond within forty-five (45)-~~fifteen~~ days of the date of the ~~purge~~-letter/notice, the applicant will be removed from the wait list. If the ~~purge~~ letter is returned to SHRA by the Post Office, the letter will be maintained in accordance with the SHRA document retention policy. If the applicant contacts SHRA within forty-five (45) ~~thirty~~ days from the purge deadline to report a change in address, they will be given the opportunity to update their address and be reinstated. If an applicant is removed from the wait list for failure to respond after the forty-five (45) ~~thirty~~-day grace period, mitigating circumstances will be considered before determining they will not be reinstated. If the family provides proof that the return mail was due to an error of the PHA, the Postal Service, or other mitigating circumstances acceptable to the Housing Authority, the family will be reinstated.

*This change lengthens the timeframe for response to the purge.*

### **3. Chapter 5 Subsidy Standards, page 5-2**

#### **Adding Additional Members to the Household**

All additions except for birth must have the prior approval of the owner and the PHA. Approvable additions may include:

- The parent or grandparent of the head, spouse or co-head who is elderly or disabled

*This change allows families with an elderly or disabled parent or grandparent to be added to the family.*

### **4. Absence Due to Incarceration, page 6-7**

If the sole member or head of household is incarcerated for more than thirty consecutive days, ~~and does not notify the Housing Authority, s/he will be~~ considered permanently absent and the PHA may terminate the participant's assistance according to procedure. If there are additional family members who would lose access to housing, mitigating circumstances will be considered when evaluating the status of the voucher.

*This language clarifies that we consider when there are additional family members that are impacted when one person is incarcerated and we consider mitigating circumstances.*

## **5. Chapter 9 request for Tenancy Approval and Contract Execution, page 9-2**

### **B. Eligible Types of Housing**

The PHA may approve any of the following types of housing:

- All structure types can be utilized
- Manufactured homes where the tenant leases the mobile home and the pad
- ~~Manufactured homes where the tenant owns the mobile home and leases the pad~~
- Group homes
- Congregate facilities (only the shelter rent is assisted)
- Single room occupancy (SRO)
- Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements).

A participant can own a rental unit and receive assistance with the space rental and other eligible expenses ~~but cannot reside in it while being assisted, except in the case when the participant owns the mobile home and leases the pad.~~ A family may lease in and have an interest in a cooperative housing development. This must be reported as an asset.

The PHA may not permit a voucher holder to lease a unit receiving HUD project-based Housing Choice Voucher assistance or any duplicative rental subsidies.

### **Owner Interest in Unit**

The owner may not reside in the assisted unit ~~regardless of whether (s)he is a member of the assisted family, unless the family owns the bmobile home and resnt the pad, excluding for shared housing unless the client is a participant in the Homeownership Program.~~

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

## **6. Chapter 10 Housing Quality Standards and Inspections, page 10-5**

**F. Carbon Monoxide (CO) Monitor / Alarm**

The State of California requires that CO detectors be installed in all residential units with fuel-burning appliances such as oil or gas furnaces and gas stoves or with attached garages. Carbon monoxide detectors may be battery operated or hard-wired in existing construction. CO detectors are required

- Just outside each sleeping room, and
- At least one on every level of the unit.

**G. EARTHQUAKE STRAPS**

The State of California requires water heaters be braced, anchored or strapped when installed to prevent it from falling during an earthquake.

*This language was added to be in compliance with State laws.*

**7. Chapter 11, Owner Rents, Rent Reasonableness, and Payment Standards, page 11-3**

**C. Rent Reasonableness Determinations.**

The PHA must also reassess rent reasonability if there is a 105% decrease in the published Fair Market Rent (FMR) in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**8. Chapter 11 Owner Rents, Rent Reasonableness, and Payment Standards, page 11-4**

**D. Payment Standards for the Voucher Program**

Beginning in 2017, HUD will publish the FMRs by metropolitan areas as well as by zip code (i.e. Small Area FMRs). Payment standards may be established by zip code between 90-110% of the given FMR for each bedroom size for the tenant based voucher program only. The PHA may continue with the practice of using the metropolitan fair market rent or may choose to use small area FMRs.

With metropolitan-wide FMRs or Small Area FMRs,

- where the new FMRs are decreasing, the PHA will hold the families harmless who are already living in the area with a HAP contract.
- where the new FMRs are increasing, the PHA will implement the change at the next annual recertification.

~~The PHA will establish a single voucher payment standard amount for each FMR area in the PHA jurisdiction. The PHA will establish payment standard amounts~~

~~for each "unit size." The PHA may have a higher payment standard within the PHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90% to 110% of FMR range.~~

The PHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities. However, the payment standard cannot be approved for an amount over 120% of the Fair Market Rent.

#### **~~E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR Part 982.503]~~**

~~Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA will not raise Payment Standards solely to make "high end" units available to voucher holders. The PHA may use some or all of the measures below in making its determination of whether an adjustment should be made to the Payment Standards.~~

#### **Assisted Families' Rent Burdens**

~~The PHA may review its voucher payment standard amounts annually to determine whether more than forty percent 40% of families in a particular unit size are paying more than thirty percent 30% of their annual adjusted income for rent.~~

#### **Quality of Units Selected**

~~The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.~~

#### **PHA Decision Point**

~~The PHA will review the average percent of income of families on the program. If more than 25% of families are paying more than 30% of monthly adjusted income, the PHA will determine whether there is a difference by voucher size, whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards included by the PHA in this Administrative Plan.~~

~~If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the PHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents, the PHA will continue increasing the payment standard.~~

#### **Time to Locate Housing**

~~The PHA may consider the average time period for families to lease-up under the voucher program. If more than 50% of voucher holders are unable to locate suitable housing within the term of the voucher and the PHA determines that this is due to 30% of rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.~~

#### **Lowering of the Payment Standard**

~~Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 90% of the FMR without authorization from HUD.~~

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

### **9. Chapter 19 Special Housing Types, page 19-5**

#### **F. Manufactured Homes**

The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will provide assistance for a family that owns the manufactured home and leases only the space.

For a manufactured home owner who is renting the manufactured home space, the monthly housing assistance payment is calculated as the lower of:

- (a) The PHA payment standard minus the total tenant payment; or
- (b) The rent of the manufactured home space (including other eligible housing expenses) minus the total tenant payment.

The payment standard for the family is the lower of the payment standard amount for the family unit size or the payment standard amount for the size (number of bedrooms) of the manufactured home. (The separate fair market rent (FMR) for a manufactured home space is no longer applicable to establishing the payment standard for a manufactured homeowner who is renting the manufactured home space since the payment is assisting the homeowner with other housing expenses.) The PHA payment standard will be based on the applicable HUD published FMR for the area in which the manufactured home space is located.

The PHA may approve a live-in aide if requested as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

The rent of the manufactured home space (including other eligible housing expenses) is the total of:

- (a) The rent charged for the manufactured home space;
- (b) owner maintenance and management charges for the space;

- (c) the monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
- (d) the applicable allowances for tenant paid utilities.

Debt service for setup charges incurred by a family may be included in the monthly amortization payments made by the family but not increased debt service due to refinancing. Set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner's monthly management and maintenance charges), the PHA may pay the remainder to the family, lender or utility company.

#### **Housing Quality Standards** [24 CFR Part 982.621]

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" in Chapter 10 of this Administrative Plan, and as set forth in 24 CFR Part 982.401. In addition, the manufactured home also must meet the following requirements:

- A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
- A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

#### **Manufactured Home Space Rental** [24 CFR Part 982.622]

~~Rent to an owner for a manufactured home space will also include payment for maintenance services the owner must provide to the tenant under the lease for the space.~~

~~Rent to an owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.~~

#### **Reasonable Rent**

~~During the assisted tenancy, the rent to the owner for the manufactured home space may not exceed a reasonable rent as determined by the PHA.~~

~~The PHA will not approve a lease for a manufactured home space until the PHA has determined that the initial rent to the owner for the space is reasonable. At least annually during the assisted tenancy, the PHA will re-determine whether the rent is reasonable.~~

~~The PHA will determine whether the rent paid to the owner for a manufactured home space is a reasonable rent in comparison with rents for other comparable manufactured home spaces. The PHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.~~

~~By accepting each monthly housing assistance payment from the PHA, the owner of the manufactured home space certifies that the rent to the owner for the space is not more than rent charged by the owner for unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by the PHA, the owner must provide the PHA information on rents for other manufactured home spaces.~~

#### **Housing Assistance Payments for Manufactured Home Space [24 CFR Part 982.623]**

~~The Fair Market Rent (FMR) for a manufactured home space will be determined by HUD.~~

#### **HAP for the Voucher Tenancy**

~~There is a separate fair market rent (FMR) for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for the rental of a manufactured home space is generally 40% of the published FMR for a two-bedroom unit.~~

#### **Subsidy Calculation for the Voucher Program**

~~During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:~~

- ~~• The payment standard minus the total tenant payment; or~~
- ~~• The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.~~

~~The space rent is the sum of the following, as determined by the PHA:~~

- ~~• Rent to the owner for the manufactured home space;~~
- ~~• Owner maintenance and management charges for the space;~~
- ~~• The utility allowance for tenant-paid utilities.~~

#### **Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR Part 982.624]**



The utility allowances are the applicable utility allowances from the PHA utility allowance schedule under 24 CFR 982.517 and 982.624.

~~For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook up charges payable by the family if the family actually incurs the expenses because of a move.~~

~~Allowances for utility hook up charges do not apply to a family that leases a manufactured home space in place.~~

~~Utility allowances for manufactured home spaces will not be applied to cover the costs of digging a well or installation of a septic system.~~

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**10. Chapter 21 Project-based Housing Choice Voucher Program, page 21-1**  
**Introduction**

~~The PHA will project base up to 100 vouchers per year for a three year period (for a maximum of up to 300 vouchers cumulatively between 2017-2020) to serve homeless families. The PHA will project base vouchers to serve homeless families and individuals, and/or to preserve and/or to supplement affordable housing units, by issuing Requests for Proposals as deemed necessary.~~

*This language changed to give SHRA the greatest latitude to create additional housing expeditiously.*

**11. Chapter 21 Project-based Housing Choice Voucher Program, page 21-1**  
**Introduction**

The PHA will make units project based in new construction projects, rehabilitation projects, and or existing projects, as defined in a Request for Proposal (RFP). The PHA will not project-base more than 25 units or 25%, whichever is greater, of the units in a building unless the project meets the following exceptions, and the exceptions were allowed under the specific RFP at the time of consideration. The exceptions to the 25% unit limitation are:

- Units in single family homes (four units or less)
- Units in a multifamily building that are made available to qualifying families. Qualifying families means elderly or disabled families or families receiving qualifying supportive services. Supportive services are described in Chapter 2 Section B(6) in this addendum.

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**12. Chapter 21 Project-based Housing Choice Voucher Program, page 21-11**  
**Rent Limits**

3) The PHA may apply Small Area FMRs to current PBV or new projects if this is mutually agreeable to both the PHA and the owner. Once the change is made to small area FMRs, the property cannot revert back to the metropolitan-wide FMR.

7) Rent to the owner must be re-determined at owner's request (on HAP anniversary date), or when there is a 10 5% decrease in the published FMR. There are no "special adjustments" to rent.

*This language changed as a result of changes in HUD regulations regarding small area FMRs.*

**13. Chapter 21 Project-based Housing Choice Voucher Program, page 21-12**  
**Term of HAP Contract**

~~The PHA may enter into a HAP contract with an owner for an initial term of up to thirty years. The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis. The length of the term of the HAP Contract can go up to fifteen (15) years, plus a fifteen (15) year extension subject only to the PHA's determination that the owner is in compliance with the HAP contract and other applicable HUD requirements, for a total of thirty (30) years. The PHA will enter into thirty (30) year contracts if it determines that the initial 15-year extension is not appropriate to achieve long-term affordability of housing and to expand housing opportunities. The PHA may request, as part of the selection process or otherwise as allowable by HUD, that owners agree to accept any extensions of the contract term that the PHA may offer, or propose to agree to accept specific numbers of extensions.~~

The PHA has the discretion to enter into a Housing Assistant Payment (HAP) contract with an owner for an initial term of up to twenty years, and may approve extensions not to exceed an additional 20 years, for a maximum total of 40 years. The term of all PBV HAP contracts and extensions will be negotiated with the owner on a case-by-case basis; the PHA has the discretion to approve or not approve extensions.

~~Within one year before expiration of the HAP contract or otherwise as allowable by HUD, the PHA may extend the term of the contract for an additional term or terms of up to five years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families.~~

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**14. Chapter 21 Project-based Housing Choice Voucher Program, page 21-18**

**b. Excepted Units with Supportive Services for Homeless (i.e. Saybrook, Serna)**

Project-based assistance is attached to the unit. ~~Families must be receiving housing and at least one supportive service.~~ At the time of initial lease execution between the family and the owner, the family must sign a statement of family responsibility. The statement of family responsibility must contain all the family obligations, ~~including the family's participation in a service program.~~ Supportive services will be provided by the owner/manager or by their contractor. Services will be available either on site or in close proximity to the site so that services are accessible to families lacking transportation. Site based wait lists for ~~The project-based targeted needs wait list~~ will be utilized to fill vacancies in a property where supportive services are provided. Supportive services will be available for families transitioning from homelessness ~~may be screening criteria for the p.~~ Property managers will identify eligible families who qualify for these voluntary services. Supportive services may include, but not be limited to,

- How to be a good neighbor;
- Bill paying / financial counseling;
- Household maintenance;
- Cooking economically;
- Establishing income;
- Substance abuse counseling;
- Parenting;
- Credit counseling;
- Behavioral health interventions;
- Job training and education; and
- Developing an Individualized Annual Service Plan.

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**15. Chapter 21 Project-based Housing Choice Voucher Program, page 21-19**

**c. Excepted Units for Elderly and/or Disabled (i.e. Washington Plaza, Sutterview, Sierra Vista)**

The PHA may maintain one wait list for project-based vouchers for elderly and/or disabled applicants.

*This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.*

**16. Chapter 21 Project-based Housing Choice Voucher Program, page 21-23**

**SECTION X SUPPORTIVE SERVICES**

~~A family must have at least one member receiving at least one qualifying supportive services.~~ Supportive services will be available to all assisted families receiving project based vouchers living at the site. Participation in services is voluntary. With the passage of the Housing Opportunity Through Modernization

Act (HOTMA) of 2016, ~~fFamily participation in services is not required in order to receive the voucher medical or disability related services, other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered. Contracts executed before this Act remain in place and participation in services may be a condition of continued housing, if this was a provision of the housing contract.~~

~~At the time of initial lease-up, if the family residing in an excepted unit, and receiving supportive services, successfully completes the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.~~

~~If a family, in an excepted unit, fails without good cause to complete the supportive services requirement, the PHA will take actions provided under 24 CFR Part 983.261(d), and the owner may terminate the lease in accordance with 24 CFR Part 983.257(c). At the time of initial lease execution between the family and the owner, the family and the Public Housing Authority (PHA) must sign a statement of family responsibility. The statement of family responsibility must contain all family obligations including the family's requirement to participate in a supportive service. Failure by the family without good cause (incident beyond control of supportive services recipient i.e. deceased or hospitalization) to fulfill its supportive service obligation will be cause for the PHA to terminate assistance. If the unit at the time of such termination is an excepted unit, the exception continues to apply to the unit as long as the unit is made available to another qualifying family.~~

~~Families must participate in at least one of the supportive services listed in an Individual Case Plan.~~

~~A qualifying supportive service may include, but is not limited to, any of the following: is any program, publicly or privately sponsored listed in the Individual Case Plan (ICP):~~

- Employment and educational services
- Practical living skills
- Independent living skills
- Credit repair
- Employment readiness
- Computer training

~~Supportive services will be available to families with project based vouchers as they choose to participate. provided to the applicant in accordance to their ICP provided by the supportive service agency.~~

### **Monitoring of Supportive Service**

~~The PHA will no longer monitor, annually, the excepted family's continued on-going participation in supportive services and take appropriate action regarding~~

~~families that fail, without good cause, to complete their supportive services requirement. The participant will be required to provide annual documentation to the PHA stating they are currently participating in the supportive service(s) required in their ICP.~~

~~The participant will be required to provide a letter of completion to the PHA, from the supportive service agency when ICP goals have been met.~~

~~The participant is required to provide and complete all documentation requested by the PHA. The PHA will confirm with the third party that the supportive service documentation received from the participant was, in fact, supplied by the supportive service agency.~~

~~If the participant fails to comply with any family obligations the PHA will:~~

- ~~• Mail a Warning Notice. The participant will be given ten (10) days to provide verification that the family is in compliance with family obligations. If family fails to comply;~~
- ~~• Mail a Notice of Mandatory Tenant Conference. If the family fails to attend;~~
- ~~• Mail a Notice of Proposed Termination of Project-Based Voucher Eligibility form and an Informal Hearing Request form. The participant will have fourteen (14) days to reply.~~

~~The PHA will work with the supportive service agency to prevent termination of eligibility. If the participant does not become compliant, the Project-Based eligibility for the participant will be terminated.~~

~~As of April 18, 2017, with the implementation of the Housing Opportunity Through Modernization Act of 2016 (HOTMA), new project based voucher contracts cannot require participation in supportive services as a condition of receiving housing. Participation in supportive services is voluntary.~~

*~~This language changed as a result of Housing Opportunities through Modernization Act of 2016, (HOTMA) which became effective as of April 18, 2017.~~*

#### **17. Glossary, page GL-14**

~~**VETERAN:** : A person or spouse who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable. A person who has served in the active military, reserves, or National Guard who was called to active duty by a federal order of the United States at any time and who has been other than dishonorably discharged or released from service~~

~~**VETERAN FAMILY PREFERENCE:** A preference will be provided to a household containing a veteran as defined in this Glossary. A veteran is defined as a person who has served in the active military, reserves, or National Guard~~

~~who was called to active duty by a federal order of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.~~

*This language changed because only veterans are eligible to participate in veteran programs (VASH). The family is eligible for the preference as long as there is a veteran in the household.*



**Sacramento Resident  
Advisory Board**

REPRESENTING SHRA TENANTS IN THE CITY OF SACRAMENTO AND THE COUNTY OF SACRAMENTO

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26-3123191

September 6, 2017

SHRA  
801 12th St  
Sacramento, CA 95814

RE: Significant Changes of the 2018 PHA Plan including 2018 ACOP and  
2018 Admin Plan

COMMITTEES:

ALDER GROVE

ARDEN VILLA

BIG TREES

CAPITOL TERRACE

COLONIAL HEIGHTS

CORAL GABLES

COMSTOCK

CREEK SIDE

CRYSTAL GARDENS

EDGE WATER

GIBSON OAKS

GRAN CASA LINDA

LINCOLN MANOR

LITTLE BELL

MARINA VISTA

PARADISE MANOR

PINE KNOLL

SHERMAN OAKS

TWIN RIVERS

WILLIAM LAND VILLA

SHARP PROPERTIES

To Whom It May Concern,

We have no comments and provide this letter of support for the significant changes proposed in the 2018 PHA Plan, 2018 ACOP, and 2018 Admin Plan.

We have made 18 presentations of the proposed changes and have spoken with many residents about the changes. The board today as the jurisdiction wide resident council voted unanimously to issue a letter of support for these proposed changes.

Please forward our support to the Commission, Housing Authority Boards, and HUD.

Thank you.

*For:*

*Debbie Surretts, President*

*Pat Edwards, Vice President*

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**LEGAL SERVICES**  
— of —  
**NORTHERN CALIFORNIA**

September 5, 2017

Sacramento Housing and Redevelopment Commission  
630 I Street  
Sacramento, CA 95814  
*Submitted via e-mail to vsmith@shra.org*

**Re: Comments on 2018 Draft Annual Plans for the Housing Authority of the City and County of Sacramento**

Dear Honorable Members in Session:

Legal Services of Northern California provides legal assistance to low-income families throughout Sacramento County. We respectfully submit the following comments in response to the request for public comment issued by the Agency regarding the draft 2018 Housing Choice Voucher (HCV) Administrative Plan (Administrative Plan) and the Draft 2018 Admissions and Continued Occupancy Policy (ACOP).<sup>1</sup>

During the comment period, we met and corresponded with Agency staff to discuss the Draft Administrative Plan and ACOP. As a result of this collaboration, staff addressed a wide variety of our concerns and we understand are still in the process of addressing some of our comments. We continue to appreciate this opportunity as well as the time and hard work Agency staff put into the drafts and into addressing our comments and concerns.

The comments below address the remaining issues not yet resolved and/or that we have agreed to disagree on. We are happy to continue to work with Agency staff as the drafts are finalized in the coming weeks.

**ACOP**

**Chapter 3: Applying for Admission**

At page 4 in the final paragraph, the PHA indicates that if an applicant fails to appear for an appointment, they will receive a withdrawal notice and may request an informal review "except for the initial letter." Upon LSNC's inquiry into what this phrase meant, the Agency indicated that if an applicant fails to respond to the initial letter sent upon being pulled from the waitlist, they are not afforded the opportunity for an informal review. This is not consistent with the governing regulations.

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<sup>1</sup> Our comments pertain to both the ACOP for the City and the ACOP for the County, but the specific page references are to the ACOP for the City.



Pursuant to 24 C.F.R. part 960.208, when denying admission to public housing, a PHA "must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination." HUD has likewise reinforced that a rejected applicant must receive a notice detailing the opportunity for an informal hearing. (Public Housing Occupancy Guidebook, p. 57.) Accordingly, there appears to be nothing in either the regulations or HUD guidance that would permit withholding the opportunity for an informal review to applicants who failed to appear or otherwise respond as required by the initial letter. The caveat quoted above regarding the initial letter should, therefore, be deleted.

### **Chapter 13: Complaints, Grievances, and Appeals**

During our discussions with the Agency, LSNC requested two changes to the portion of this chapter pertaining to the informal review process for applicants denied admission. These requests were born out of our experience representing applicants in informal review proceedings.

First, at page 3 under "Procedure for Review for Applicants," the ACOP provides that the person conducting the informal review "will not be conducted by the person who made or approved the decision under review." LSNC requested that the Agency add language that a subordinate of the person who made or approved the decision likewise may not conduct the review. The Agency agreed this change was appropriate, but staff indicated they were still working on incorporating this adjustment. It's an important change in order to ensure that the reviewer has sufficient independence to be able to either approve or overturn the original decision under review.

Second, LSNC requested that the Agency add the following language to page 3: "The person conducting the review will consider all relevant evidence, including the testimony of the applicant and any other witnesses, presented at the informal review in rendering a decision." In representing applicants in the informal review, we have found that there is confusion by staff about whether testimony is evidence and whether it may be relied upon. Accordingly, the ACOP should contain a brief statement such as the above, or that offered below in our comments on the Administrative Plan, or otherwise similar language in order to provide clear guidance. We understand the Agency is still considering what guidance to include in the ACOP at this time.

### **Administrative Plan**

#### **Chapter 18: Complaints and Appeals**

As with the ACOP, LSNC made requests for changes to the guidance provided in the Plan for staff conducting informal reviews for applicants based on our experience representing applicants. In addition to the concern regarding appropriately considering testimony, the written decisions issued following the informal review generally lack a review of the evidence, an explanation of reasons for the decision, and any findings made in support of the decision.

Such decisions are invalid under Code of Civil Procedure section 1094.5(b), which governs judicial review of administrative decisions.

Accordingly, LSNC requested and continues to request that the following underlined language be added to page 18-2:

A notice of the review findings will be provided in writing to the applicant within fifteen days after the review. It shall include the decision of the review and an explanation of the reasons for the decision. The person conducting the review will consider all relevant evidence, including the testimony and/or written statements of the applicant and any other witnesses, presented at the informal review in rendering a decision. The decision will include a summary of the evidence presented at the informal review and an explanation of reasons for the decision with findings supporting the decision.

Again, we understand the Agency is considering what guidance to include in the Plan. Because applicants may have been on the waitlist for many years and because the informal review is often an applicant's last chance to challenge a denial, it is essential that the informal review process be robust and provide appropriate due process.

#### **Glossary: Definition of "Good Cause"**

The phrase "good cause" is used throughout the Administrative Plan as the measure the Agency uses when evaluating whether an applicant or participant has missed some kind of deadline or an appointment with a sufficiently good enough reason to allow the person another opportunity. As a result, the definition is often critical to whether or not someone either continues in the application process or receives a notice proposing termination of assistance.

The current definition of "good cause" at page GL-12 is: "An unavoidable conflict in a meeting time with another agency, doctor or company which seriously affects the health, safety or welfare of the participant or his/her immediate family. The PHA must be notified in advance for late hearing requests due to illness or Agency error."

This definition fails to address the variety of contexts it appears in Administrative Plan and is unduly restrictive. Specifically, the current definition only addresses missed meetings, but good cause is used in other circumstances such as missing a deadline to provide documents. In that context, the definition provides no guidance. Further, the narrow definition fails to account for a whole range of human circumstances that may reasonably interfere with someone's ability to meet a deadline or make a meeting.

LSNC suggested essentially two options including: 1) A simple but inclusive definition of "good cause" such as "a reasonable excuse for missing an appointment or deadline to submit paperwork or provide other information"; or 2) LSNC provided the Agency with sample

definitions of good cause used in other social services contexts including the Social Security Administration and Worker's Compensation both of which provide more encompassing and practical definitions of good cause. Attached please find guidance issued by SSA and the regulations governing Worker's Compensation detailing "good cause." We understand that the Agency is considering how and whether to adjust its definition and ask that the definition be amended to more appropriately account for the variety of factors and barriers applicants/residents/participants face.

#### **Joint Issues for the ACOP and Administrative Plan**

#### **ACOP Chapter 4 (Resident Selection) and Admin. Plan Chapter 4 (Maintaining the Waitlist)**

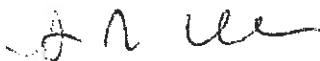
At page 5 of Chapter 4 of the ACOP and Page 4-4 of the Administrative Plan, the Agency has updated its sections regarding purging applicants from the waitlist. We are concerned any time purges are conducted that families or particularly vulnerable individuals such as those currently homeless will lose the ability to obtain stable housing despite, in some cases, having waited several years. Because of that risk, we would discourage the Agency from purging the waitlists. To the extent that such purges may occur in any event, however, LSNC supports the Agency's changes to substantially increase the amount of time an applicant has to respond to a purge letter from the Agency as well as an additional forty-five day grace period wherein an applicant may contact the agency and retain their place on the waitlist. Because being removed from the waitlist may have a significant impact on individuals and families, this extended grace period is essential and a very positive change in the Plan.

#### **Annual PHA Plans for the City and County**

Finally, we would note that the Agency has identified more than 369 public housing units (587 including Twin Rivers) with an activity type listed as "Disposition" or "Disposition and/or RAD." Because the public housing stock is crucial housing for Sacramento's extremely low income residents and has significantly greater tenant protections than any other federally assisted housing, it is important for the Agency and the Commission to proceed cautiously with any planned dispositions and to ensure that any replacement housing retains equivalent tenant protections. To the extent that we may be of service in working with the Agency in this endeavor, we are happy to do so.

Thank you for considering our comments. If you have any further questions or need any additional information, I may be reached at [sropelato@lsnc.net](mailto:sropelato@lsnc.net) or (916) 551-2150.

Sincerely,



Sarah R. Ropelato  
Managing Attorney

## ATTACHMENTS

Cornell Law School

CFR › Title 20 › Chapter III › Part 416 › Subpart N › Section 416.1411

## 20 CFR 416.1411 - Good cause for missing the deadline to request review.

### § 416.1411 Good cause for missing the deadline to request review.

(a) In determining whether you have shown that you have good cause for missing a deadline to request review we consider -

- (1) What circumstances kept you from making the request on time;
- (2) Whether our action misled you;
- (3) Whether you did not understand the requirements of the Act resulting from amendments to the Act, other legislation, or court decisions; and
- (4) Whether you had any physical, mental, educational, or linguistic limitations (including any lack of facility with the English language) which prevented you from filing a timely request or from understanding or knowing about the need to file a timely request for review.

(b) Examples of circumstances where good cause may exist include, but are not limited to, the following situations:

- (1) You were seriously ill and were prevented from contacting us in person, in writing, or through a friend, relative, or other person.
- (2) There was a death or serious illness in your immediate family.
- (3) Important records were destroyed or damaged by fire or other accidental cause.
- (4) You were trying very hard to find necessary information to support your claim but did not find the information within the stated time periods.
- (5) You asked us for additional information explaining our action within the time limit, and within 60 days of receiving the explanation you requested reconsideration or a hearing, or within 30 days of receiving the explanation you requested Appeals Council review or filed a civil suit.
- (6) We gave you incorrect or incomplete information about when and how to request administrative review or to file a civil suit.
- (7) You did not receive notice of the initial determination or decision.
- (8) You sent the request to another Government agency in good faith within the time limit and the request did not reach us until after the time period had expired.
- (9) Unusual or unavoidable circumstances exist, including the circumstances described in paragraph (a)(4) of this section, which show that you could not have known of the need to file timely, or which prevented you from filing timely.

[ 45 FR 52096, Aug. 5, 1980, as amended at 59 FR 1637, Jan. 12, 1994]

## Social Security

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### Program Operations Manual System (POMS)

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Effective Dates: 10/20/2014 - Present

TN 15 (01-14)

## GN 03101.020 Good Cause for Extending the Time Limit to File an Appeal

### A. Good cause for extending the time limit

When a claimant contacts us and questions or disagrees with a determination after the 10-day (plus five mail days) time limit to request statutory benefit continuation (SBC) or receive Goldberg Kelly (GK) payment continuation or after the 60-day (plus five mail days) time limit to file an appeal, assist him or her if he or she wants to pursue an appeal. Develop good cause for extending the time limit to request SBC, receive GK payment continuation, or file an appeal, as appropriate. For additional information about the time limits, see:

- GN 03101.010A for appeals,
- DI 12027.008 for SBC, and
- SI 02301.310C.4 for GK payment continuation.

The good cause statement must be in writing and explain why the claimant did not timely file. The good cause statement addresses SBC or GK payment continuation if the 10-day (plus five mail days) time limit is the issue. The good cause statement may address only the appeal or the appeal and SBC or GK payment continuation. Assist the claimant if he or she needs your help to write the good cause statement.

### B. Good cause for late filing considerations

Consider the following issues when determining whether a claimant has good cause for failing to file an appeal request timely.

- Circumstances impeded the claimant's efforts to pursue his or her claim or appeal another issue.
- The Social Security Administration (SSA) or the Centers for Medicare and Medicaid Services (CMS) actions were confusing or misleading.
- The claimant did not understand the requirements of the Social Security Act (Act), resulting from amendments to the Act, other legislation, or court decisions.
- The claimant's physical, mental, educational, or linguistic limitations (including any lack of facility with the English language) prevented him or her from timely filing an appeal request. For residents of the Fourth Circuit (Maryland, North Carolina, South Carolina, Virginia, and West Virginia), see Acquiescence Ruling 90-4(4).

### C. Examples of good cause for late filing

Examples of circumstances where good cause may exist include, but are not limited to, the below situations.

- The claimant was seriously ill and was prevented from contacting SSA in person, in writing, or through a friend, relative, or other person.
- There was a death or serious illness in the claimant's immediate family.

- Pertinent records were destroyed or damaged by fire or other accidental cause.
- The claimant was diligently seeking evidence to support his or her claim, but did not finish before the time period expired.
- The claimant or representative, within the appeal time limit requested additional information from SSA to explain our action. (If the appeal is filed within 60 days (plus five mail days) after we send the information, we will find good cause. If the Appeals Council (AC) review or civil action is the next appeal level, we will find good cause if the claimant requests the appeal within 30 days (plus five mail days) after we send the information. See additional information in GN 03101.010).
- An agency representative of SSA or CMS gave the claimant confusing, incorrect, or incomplete information about when and how to request continued benefits, reconsideration, a hearing, AC review, or to begin a civil action. For additional information, see GN 03101.120C.3.
- The claimant did not understand the requirement to file timely or was not able to file timely due to a physical, mental, educational, or linguistic limitation (includes any lack of facility with the English language).
- The claimant did not receive a notice of the determination or decision (e.g., SSA used an incorrect address or the claimant moved).
- The claimant submitted the appeal request to another government agency in good faith within the time limit and the request did not reach SSA until after the time period had expired.
- The claimant submitted a request for reconsideration asking for additional information within the appeal period (i.e., the claimant used a form SSA-561 Request for Reconsideration to request that information). We determined the request for reconsideration was erroneous and dismissed it.

## **D. Procedure for developing good cause and documenting the determination**

The component with jurisdiction of the appeal request makes the good cause determination.

- Field office (FO) technicians make good cause determinations for SSI and disability reconsideration requests and reconsideration requests on the issues listed in GN 03102.175B.1.
- Processing Center (PC) technicians make good cause determinations for reconsideration requests on the issues listed in GN 03102.175B.2-7.
- The Office of Disability Adjudication and Review (ODAR) and the AC make good cause determinations for hearing requests and requests for AC review, respectively.

The following instructions are for FO and PC technicians. For instructions on processing SBC or GK payment continuation, see DI 12027.008 (SBC) and SI 02301.310C.4 (GK payment continuation).

### **1. Request for reconsideration**

Obtain a written statement that explains the claimant's reason for late filing of the appeal if the claimant is in the office. The claimant may add the statement to the appeal request. If the claimant is not in the office, request a good cause statement using the development procedures in GN 03102.300B.2.a.

If an FO technician obtains a good cause statement for a reconsideration

request that is under the PC's jurisdiction, the FO technician sends the good cause statement to the PC for a determination. If the FO technician obtains a good cause statement for a reconsideration request that is under the FO's jurisdiction, the FO technician will make the determination.

- a. Determine evidence to explain the delay in filing the appeal (e.g., SSA records).
- b. Evaluate the evidence, make a determination, and document the Modernized Claims System (MCS) Report of Contact (RPOC), the Modernized Supplemental Security Income Claims System (MSSICS) appeal screens, or an SSA-553 –

Special Determination form as appropriate with the reason for late filing, evaluation of the facts, and the determination. For a **medical appeal**, write "Good Cause Found" or "Good Cause Not Found" across the top of the good cause statement. Fax it into section B of the electronic folder or place it in the Red- Jurisdictional Documents/Notices section of the Modular Disability Folder (MDF) (DI 70005.005B.2).

1. If the technician finds good cause, process the request for reconsideration.
2. If the technician does not find good cause, take the following actions:
  - Dismiss the reconsideration and notify the claimant of the dismissal of the appeal. Do not include an appeal rights paragraph.
  - Examine the case to verify the correctness of the prior action and for possible reopening under the rules of administrative finality (see GN 04001.000).
  - The appeal request can serve as a protective writing if we do not find good cause for late filing. Close the protective writing per the instructions in GN 00204.012.

## 2. Hearing and AC review

If the claimant is in the office, obtain the good cause statement and forward it with the appeal request to ODAR or the AC for a determination. The claimant may add the statement to the appeal request.

If you receive a late hearing or request for AC review by mail, fax, or email, forward the request to ODAR or the AC as appropriate. Obtain a good cause statement only at ODAR's or AC's request. Use the development instructions in GN 03103.130 (hearing) or GN 03104.300 (AC review).

**NOTE:** We presume that a representative's appointment expires when the appeal period ends. If there is a question about a claimant's representation status, see GN 03910.060C.

## E. References

- See GN 03101.110 and RS 02201.001B for information about earnings record appeals.
- See GN 04030.090B.9 for information about government pension offset appeals.
- See GN 04030.100B.7 for information about windfall elimination appeals.

To Link to this section - Use this URL:  
<http://policy.ssa.gov/poms.nsf/lnx/0203101020>

GN 03101.020 - Good Cause for Extending the Time Limit to File an Appeal - 10/20/2014  
Batch run: 10/20/2014  
Rev: 10/20/2014





September 15, 2017

Ms. Sarah Ropelato  
Legal Services of Northern California (LSNC)  
515 - 12th Street  
Sacramento, CA 95814

Dear Ms. Ropelato,

Thank you for your letter providing feedback during the public comment period for the 2018 Draft Annual Plan, including the 2018 Assistance and Continued Occupancy Policies (ACOP) for the Public Housing Program and the Administration Plan (Admin Plan) for the Housing Choice Voucher Program.

Legal Services of Northern California (LSNC) and the Sacramento Housing and Redevelopment Agency (SHRA) have a positive working relationship and have addressed concerns and issues as they arise throughout the year. In addition, SHRA and LSNC staff met prior to the closing of the public comment period to discuss and resolve the majority of LSNC's comments and concerns. Below are the comments provided in your letter dated September 5, 2017 with SHRA's responses.

## **ACOP COMMENTS AND RESPONSES**

### **1. Chapter 3: Applying for Admission, Page 4**

#### **LSNC Comment:**

At page 4 in the final paragraph, the PHA indicates that if an applicant fails to appear for an appointment, they will receive a withdrawal notice and may request an informal review "except for the initial letter." Upon LSNC's inquiry into what this phrase meant, the Agency indicated that if an applicant fails to respond to the initial letter sent upon being pulled from the waitlist they are not afforded the opportunity for an informal review. This is not consistent with the governing regulations.

Pursuant to 24 C.F.R. Part 960.208, when denying admission to public housing, a PHA "must provide the applicant upon request, within a reasonable time after the determination is made, with an opportunity for an informal hearing on such determination." HUD has likewise reinforced that a rejected applicant must receive a notice detailing the opportunity for an informal hearing. (Public Housing Occupancy

Guidebook, p. 57) Accordingly, there appears to be nothing in either the regulations or HUD guidance that would permit withholding the opportunity for an informal review to applicants who failed to appear or otherwise respond as required by the initial letter. The caveat quoted above regarding the initial letter should, therefore, be deleted.

**PHA Response:**

*The family applying is not considered an applicant until they respond to the initial letter and begin the application process. The initial letter is when the PHA pulls the family from the waitlist and asks them to fill out an application. The family does not receive an Informal Review when they fail to respond to the initial letter. However, the PHA will always review mitigating circumstances which may have prevented the family from responding. Once they respond, they have the right to an Informal Review.*

**2. Chapter 13: Complaints, Grievances, and Appeals, Page 3**

**LSNC Comment:**

During our discussions with the Agency, LSNC requested two changes to the portion of this chapter pertaining to the informal review process for applicants denied admission. These requests were born out of our experience representing applicants in informal review proceedings.

First, at page 3 under "Procedure for Review for Applicants," the ACOP provides that the person conducting the informal review "will not be conducted by the person who made or approved the decision under review." LSNC requested that the Agency add language that a subordinate of the person who made or approved the decision likewise may not conduct the review. The Agency agreed this change was appropriate, but staff indicated they were still working on incorporating this adjustment. It's an important change in order to ensure that the reviewer has sufficient independence to be able to either approve or overturn the original decision under review.

Second, LSNC requested that the Agency add the following language to page 3: "The person conducting the review will consider all relevant evidence, including the testimony of the applicant and any other witnesses, presented at the informal review in rendering a decision." In representing applicants in the informal review, we have found that there is confusion by staff about whether testimony is evidence and whether it may be relied upon. Accordingly, the ACOP should contain a brief statement such as the above, or that offered below in our comments on the Administrative Plan, or otherwise similar language in order to provide clear guidance. We understand the Agency is still considering what guidance to include in the ACOP at this time.

**PHA Response:**

*The PHA has made the following changes in red to the 2018 ACOP.*

*The informal review will not be conducted by the person who made or approved the decision under review or by a subordinate of that person who made or approved the decision under review.*

*The person conducting the review will consider all relevant evidence, including the testimony of the applicant and any other witnesses, presented at the informal review in rendering a decision.*

**HCV ADMINISTRATIVE PLAN  
COMMENTS AND RESPONSES**

**1. Chapter 18: Complaints and Appeals, Page 18-2**

**LSNC Comment:**

As with the ACOP, LSNC made requests for changes to the guidance provided in the Plan for staff conducting informal reviews for applicants based on our experience representing applicants. In addition to the concern regarding appropriately considering testimony, the written decisions issued following the informal review generally lack a review of the evidence, an explanation of reasons for the decision, and any findings made in support of the decision.

Such decisions are invalid under Code of Civil Procedure section 1094.5 (b), which governs judicial review of administrative decisions.

Accordingly, LSNC requested and continues to request that the following underlined language be added to page 18-2:

A notice of the review findings will be provided in writing to the applicant within fifteen days after the review. It shall include the decision of the review and an explanation of the reasons for the decision. The person conducting the review will consider all relevant evidence, including the testimony and/or written statements of the applicant and any other witnesses, presented at the informal review in rendering a decision. The decision will include a summary of the evidence presented at the informal review and an explanation of reasons for the decision with findings supporting the decision.

Again, we understand the Agency is considering what guidance to include in the Plan. Because applicants may have been on the waitlist for many years and because the informal review is often an applicant's last chance to challenge a

denial, it is essential that the informal review process be robust and provide the appropriate due process.

**PHA Response:**

*The following language in red has been added:*

*A notice of the review findings will be provided in writing to the applicant within fifteen days after the review. It will include the decision of the reviewer and a brief statement of the reasons for the final decision. In making his or her decision regarding whether to uphold or reverse the PHA's decision, the reviewer will consider all relevant evidence presented at the Informal Review, including live testimony and/or written statements or other documentary evidence presented by the applicant and his or her witnesses (if any).*

**2. Glossary: Definition of "Good Cause", Page GL-12**

**LSNC Comment:**

The phrase "good cause" is used throughout the Administrative Plan as the measure the Agency uses when evaluating whether an applicant or participant has missed some kind of deadline or an appointment with a sufficiently good enough reason to allow the person another opportunity. As a result, the definition is often critical to whether or not someone either continues in the application process or receives a notice proposing termination of assistance.

The current definition of "good cause" at page GL-12 is: "An unavoidable conflict in a meeting time with another agency, doctor or company which seriously affects the health, safety or welfare of the participant or his/her immediate family. The PHA must be notified in advance for late hearing requests due to illness or Agency error."

This definition fails to address the variety of contexts it appears in Administrative Plan and is unduly restrictive. Specifically, the current definition only addresses missed meetings, but good cause is used in other circumstances such as missing a deadline to provide documents. In that context, the definition provides no guidance. Further, the narrow definition fails to account for a whole range of human circumstances that may reasonably interfere with someone's ability to meet a deadline or make a meeting.

LSNC suggested essentially two options including: 1) A simple but inclusive definition of "good cause" such as "a reasonable excuse for missing an appointment or deadline to submit paperwork provide other information," or 2) LSNC provided the Agency with sample definitions of good cause used in other social services contexts including the Social Security Administration and Worker's Compensation both of which provide more encompassing and practical definitions of good cause.

Attached please find guidance issued by SSA and the regulations governing Worker's Compensation detailing "good cause." We understand that the Agency is considering how and whether to adjust its definition and ask that the definition be amended to more appropriately account for the variety of factors and barriers applicants/residents/participants face.

**PHA Response:**

*The following language in red has been added to the Glossary to define "good cause."*

**GOOD CAUSE:** *a substantial and compelling reason for missing an appointment or deadline to submit paperwork or to provide other information.*

## **JOINT ISSUES FOR THE ACOP AND ADMINISTRATIVE PLAN COMMENTS AND RESPONSES**

1. ACOP Chapter 4 (Resident Selection) and Admin. Plan Chapter 4 (Maintaining the Waitlist)

**LSNC Comment:**

At page 5 of Chapter 4 of the ACOP and Page 4-4 of the Administrative Plan, the Agency has updated its sections regarding purging applicants from the waitlist. We are concerned any time purges are conducted that families or particularly vulnerable individuals such as those currently homeless will lose the ability to obtain stable housing despite, in some cases, having waited several years. Because of that risk, we would discourage the Agency from purging the waitlists. To the extent that such purges may occur in any event, however, LSNC supports the Agency's changes to substantially increase the amount of time an applicant has to respond to a purge letter from the Agency as well as an additional forty-five day grace period wherein an applicant may contact the agency and retain their place on the waitlist. Because being removed from the waitlist may have a significant impact on individuals and families, this extended grace period is essential and a very positive change in the Plan.

**PHA Response:**

*The Housing Authority thanks LSNC for their comments. The language will remain unchanged.*

## ANNUAL PHA PLANS FOR THE CITY AND COUNTY COMMENTS and RESPONSES

### LSNC Comment:

Finally, we would note that the Agency has identified more than 369 public housing units (587 including Twin Rivers) with an activity type listed as "Disposition" or "Disposition and/or RAD." Because the public housing stock is crucial housing for Sacramento's extremely low income residents and has significantly greater tenant protections than any other federally assisted housing, it is important for the Agency and the Commission to proceed cautiously with any planned dispositions and to ensure that any replacement housing retains equivalent tenant protections. To the extent that we may be of service in working with the Agency in this endeavor, we are happy to do so.

### PHA Response:

*The properties listed for disposition in our 2018 PHA Annual Plan have been part of our long term strategy for Asset Repositioning. In order to maintain our affordable housing inventory we continue to find the highest and best use to maintain affordability, while continuing to benefit low income residents.*

*The U. S. Housing and Urban Development (HUD) will restrict properties approved for disposition to be either sold or rented to low and very low income individuals. The Rental Assistant Demonstration (RAD) units will continue to be affordable and under an owner partnership with the Housing Authority. RAD properties will also be subject to a RAD Use Agreement that will be superior to any liens recorded against the property (ies) and relegate all units to a HAP Agreement under the Section 8 guidelines guaranteeing that all RAD units will be strictly used as rental housing for very low to low income households paying rents that do not exceed 30% of 80% of the median income for an appropriate sized unit.*

LSNC's contributions are greatly appreciated. We have made an incredible amount of progress on the 2018 PHA Plan including the ACOP and Administrative Plan. We look forward to continuing to work with LSNC over the next few months to further resolve pending issues. We welcome additional comments and thank you for your valuable input.

Sincerely,



LaShelle Dozier  
Executive Director  
Sacramento Housing and Redevelopment Agency