



**Sacramento
Housing &
Redevelopment
Agency**

**REPORT TO COUNCIL AND REDEVELOPMENT
AGENCY**

City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Consent
June 24, 2008

Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Redevelopment Agency

Title: Approval of Relocation Plan for Rio Linda Manor Project

Location/Council District: 2671 Rio Linda Boulevard, North Sacramento Redevelopment Area, Council District 2

Recommendation: **Adopt 1) a City Resolution** making necessary findings to approve the Relocation Plan; and **2) a Redevelopment Agency Resolution** approving the Relocation Plan for the project.

Contact: Lisa Bates, Deputy Executive Director, 440-1330, Christine Weichert, Assistant Director Housing and Community Development, 440-1353

Presenters: N/A

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: Rio Linda Manor is an approved multi-family rehabilitation project. At the time of approval, the relocation plan had been drafted, but not finalized. The relocation plan is now finalized and ready for approval. California Redevelopment Law requires the creation and adoption of a relocation plan, which outlines relocation procedures and tenant's rights whenever redevelopment projects result in the displacement of residents. Background information presented as Attachment 1, describes the need for a Relocation Plan for Rio Linda Manor, a redevelopment project located in the North Sacramento Redevelopment Area. Attachment 2 presents a map depicting the location of the project. This report recommends approval and adoption of the Relocation Plan (Plan) for 2671 Rio Linda Boulevard, presented as Exhibit A, attached to the Redevelopment Agency Resolution. The Plan was produced by R.L. Hastings & Associates, LLC and conforms to State statutes and regulations governing relocation.

Policy Considerations: This project is consistent with the California Health & Safety Code Section 33410 and the North Sacramento Redevelopment Plan.

Approval of Relocation Plan for Rio Linda Manor

Environmental Considerations: The proposed action, adoption of a tenant relocation plan, is an administrative activity of government that does not result in physical changes in the environment and therefore does not constitute a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5). The proposed action is an implementation step subsequent to the approval of the development project which has been determined to be exempt from environmental review per CEQA Guidelines Sections 15310 and 15301 (a) and (1). As a result, no further environmental review is required. The National Environmental Policy Act (NEPA) does not apply, as the Project is not receiving federal funds.

Committee/Commission Action: At its meeting of June 4, 2008, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES: Burruss, Chan, Coriano, Fowler, Gore, Mohr, Morgan, Otto, Shah, Stivers

NOES: None

ABSENT: Dean

Rationale for Recommendation: By adopting this Plan, the Agency will be in compliance with California Redevelopment Law. The Plan is proposed for adoption to mitigate the impacts of displacing residents. The attached Plan ensures that all displaced people receive fair and reasonable relocation payments and assistance.

Financial Considerations: The funding for activities recommended in this report has been previously approved. There are no new financial considerations related to the approval of the Relocation Plan.

M/WBE Considerations: There are no M/WBE considerations applicable to the actions contemplated in this report.

Respectfully Submitted by: 
LA SHELLE DOZIER
Interim Executive Director

Recommendation Approved:

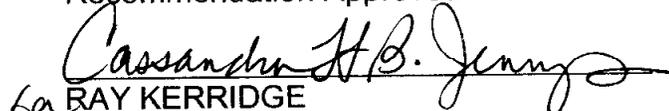

RAY KERRIDGE
City Manager

Table of Contents

Report	pg. 1
Attachments	
1 Background	pg. 3
2 Map	pg. 5
3 City Council Resolution	pg. 6
4 Redevelopment Agency Resolution	pg. 7
Exhibit A: Relocation Plan	pg. 8

Rio Linda Manor Background Information

Highland Property Management, LLC, an affordable housing developer (“Developer”) located in Arcadia, California, applied under the Agency’s Multi-family Housing Lending Program for assistance in acquiring and rehabilitating the 66-unit Rio Linda Manor project. On January 29, 2008, the Redevelopment Agency of the City of Sacramento authorized \$1,800,000 in low/moderate tax increment funds and a bond issuance of \$3,540,000 for the acquisition and rehabilitation of the Rio Linda Manor (Project). The construction loan was funded on February 21, 2008 and the project is currently being renovated. At the time of approval, the relocation plan had been drafted, but not finalized. Subsequent to the project approval, the relocation plan was finalized.

Description of Development: Rio Linda Manor is located at 2671 Rio Linda Blvd., in the North Sacramento Redevelopment Area. It was a market-rate, senior residential complex with 66 one-bedroom units located in one building. The building was constructed in 1970 and is three stories tall, with an elevator and a community room. Each of the one-bedroom units has an area of 600 square feet.

After renovation, the units will be affordable to residents earning 50% and 60% AMI. Rent restrictions will be enforced through a Regulatory Agreement with the Agency for a term of 55 years.

Relocation Plan: Based on the income and age certification process, performed by R.L. Hastings & Associates, LLC, it was determined that five (5) of the 58 households currently residing in the Rio Linda Manor will be eligible for relocation benefits. The household income of two are greater than 60% of AMI and three occupants are less than 55 years of age. The remaining households are eligible to continue residing in the project.

Developer: The owner of the project is HPD Rio Linda, LP, a California Limited Partnership. National Housing Corporation, a California non-profit benefit corporation, is the managing general partner, and Highland Property Management, LLC, is the co-general partner.

Highland Property Development, LLC is a developer of affordable rental housing that focuses on the acquisition and rehabilitation of existing rental housing communities. Since 2001, the developer has completed rehabilitation and construction of 924 affordable rental units in 17 multi-family developments throughout California. The majority of these projects have preserved existing at-risk affordable housing. While the Agency has no previous experience with this developer, all references contacted give Highland a positive rating.

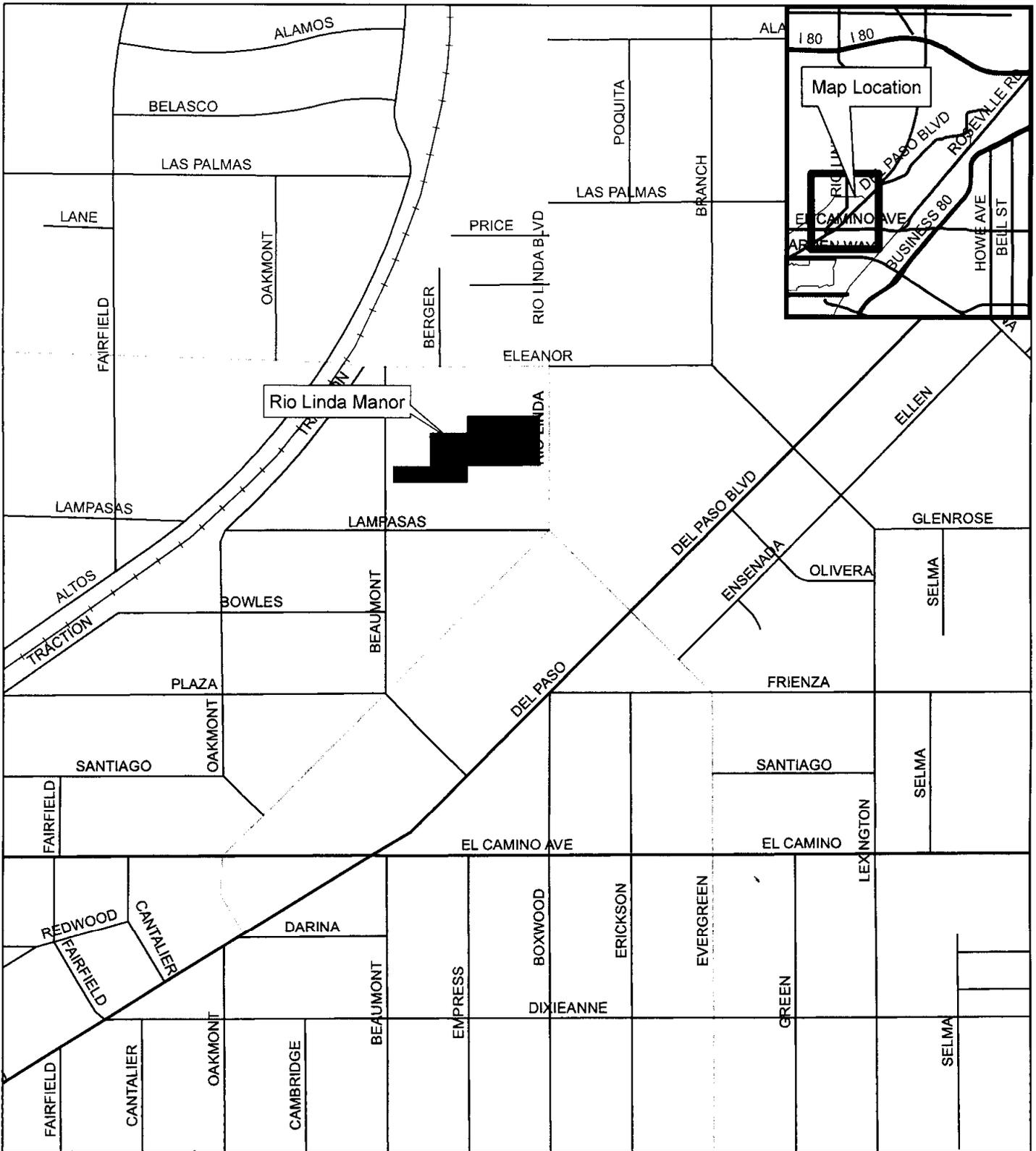
National Housing Corporation (NHC) is a non-profit organization created to acquire and develop new and/or rehabilitated affordable housing projects, and to apply for and obtain loans and grants for the development and operation of affordable housing projects subject to various regulatory agreements. NHC was incorporated in California in 2006 and is just beginning to conduct business in the state. However, the principals of the corporation have extensive experience in real estate, subsidized housing, and property management.

On-site resident services will be provided by National Housing Corporation. These services will include financial management classes, transportation services, and social activities.

Property Management: This project will be managed by Hyder & Company. Hyder & Company has extensive management experience, with 6,643 affordable units in 113 properties throughout California. Agency staff has reviewed the management plan, including daily operations, leasing procedures, maintenance, and eviction procedures, and has found that the proposed management company meets the Agency's requirements for property management.



RIO LINDA MANOR



 RIO LINDA MANOR
N SACRAMENTO RDA



SHRA GIS
May 20, 2008

RESOLUTION NO. 2008 - _____

Adopted by the Sacramento City Council

on date of

**ADOPTION OF RIO LINDA MANOR RELOCATION PLAN IN THE NORTH
SACRAMENTO REDEVELOPMENT AREA**

BACKGROUND

- A. On January 29, 2008, the Redevelopment Agency of the City of Sacramento authorized and approved the transfer of \$1,800,000 in low/moderate tax increment funds to the Rio Linda Manor project for the acquisition and rehabilitation of the Rio Linda Manor (Project).
- B. The rehabilitation and conversion of the Project supports the redevelopment strategy for North Sacramento, which promotes rejuvenating properties challenged by prolonged nuisance and environmental problems. According to the Relocation Plan produced by RL Hastings & Associates, LLC, five households will be eligible for relocation benefits due to over-income and/or under-age restrictions, the remaining households are eligible to remain in the Project.
- C. The proposed action, adoption of a tenant relocation plan, is an administrative activity of government that does not result in physical changes in the environment and therefore does not constitute a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5). The National Environmental Policy Act (NEPA) does not apply, as the Project is not receiving federal funds.
- D. California Health & Safety Code Section 33410 requires the creation and adoption of a relocation plan which outlines relocation procedures and tenant's rights whenever redevelopment projects result in the displacement of residents.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL
RESOLVES AS FOLLOWS:**

- Section 1 After due consideration of the facts presented, the Relocation Plan for Rio Linda Manor, which includes the results of a Needs Assessment Survey and Housing Resources Study and provides specifics on the rights and monetary benefits available to all residents, is approved.

RESOLUTION NO. 2008 -

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

**ADOPTION OF RIO LINDA MANOR RELOCATION PLAN IN THE NORTH
SACRAMENTO REDEVELOPMENT AREA**

BACKGROUND

- A. On January 29, 2008, the Redevelopment Agency of the City of Sacramento authorized and approved the transfer of \$1,800,000 in low/moderate tax increment funds to the Rio Linda Manor project for the acquisition and rehabilitation of the Rio Linda Manor (Project).
- B. The rehabilitation and conversion of the Project supports the redevelopment strategy for North Sacramento, which promotes rejuvenating properties challenged by prolonged nuisance and environmental problems. According to the Relocation Plan produced by RL Hastings & Associates, LLC, five households will be eligible for relocation benefits due to over-income and/or under-age restrictions, the remaining households are eligible to remain in the Project.
- C. The proposed action, adoption of a tenant relocation plan, is an administrative activity of government that does not result in physical changes in the environment and therefore does not constitute a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5). The National Environmental Policy Act (NEPA) does not apply, as the Project is not receiving federal funds.
- D. California Health & Safety Code Section 33410 requires the creation and adoption of a relocation plan which outlines relocation procedures and tenant's rights whenever redevelopment projects result in the displacement of residents.

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE
REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO RESOLVES AS
FOLLOWS:**

- Section 1. After due consideration of the facts presented, the Relocation Plan for Rio Linda Manor, which includes the results of a Needs Assessment Survey and Housing Resources Study and provides specifics on the rights and monetary benefits available to all residents, is approved.

**RELOCATION
&
AFFORDABLE HOUSING CONVERSION PLAN**

**For the Rehabilitation and Conversion of the:
RIO LINDA MANOR APARTMENTS**

2671 Rio Linda Boulevard
Sacramento, California 95815

May 14, 2008

Prepared For:

Highland Property Development, LLC
250 W. Colorado Blvd., Suite 210
Arcadia, CA 91007
626.294.9230 - phone
626.294.9270 - fax

By:

R.L. Hastings & Associates, LLC
P.O. Box 661618
Sacramento, California 95866-1618
916.359.0626 - phone
916.359.0676 - fax

TABLE OF CONTENTS

Table of Contents	i
Project Summary Information	1
Relocation Plan	4
A. Introduction	4
B. Governing Law	4
C. Project Description Narrative	4
D. Planned Renovations	5
E. Rehabilitation Schedule	6
F. General Information Notice	7
G. Other Notices	7
H. Relocation Needs Assessment	8
I. Tenant Characteristics	9
J. Relocation Housing Resources	10
K. Projected Dates of Displacement	10
L. Temporary and Permanent Relocation of Income-Eligible Households	10
M. Advisory Services	11
N. Relocation Benefits	11
O. Relocation Payments and Payment Schedule	12
P. Estimated Relocation Benefits	12
Q. Relocation Assistance Procedures	13
R. Conclusion	13
Appendices	
A. TCAC Household Characteristics Table	
B. General Information Notice (GIN)	
C. Notice of Nondisplacement	
D. Notice of Eligibility for Relocation Assistance	
E. 90-Day Notice to Vacate	
F. Comparables Table	

RIO LINDA MANOR APARTMENTS

PROJECT SUMMARY INFORMATION

PROJECT NAME: Rio Linda Manor Apartments

PROJECT ADDRESS: 2671 Rio Linda Boulevard
Sacramento, California 95815
916.921.6819 - phone

PROJECT TYPE/UNITS: 66-Unit Acquisition and Rehabilitation project with 65 units being converted to rent-restricted units and one manager's unit

- 66 One-bedroom/one-bath units (1/1)

OCCUPANCY LEVEL: 88% with 8 vacancies (58/66 occupied effective 4-28-08)

PROJECT DEVELOPER: Highland Property Development, LLC
250 W. Colorado Blvd., Suite 210
Arcadia, CA 91007
626.294.9230 - phone
626.294.9270 - fax

Contact Person:

Dean Obst
626.698.6355 - phone
626.294.9270 - fax

PROPOSED OWNERSHIP: HPD Rio Linda, L.P.
250 W. Colorado Blvd., Suite 210
Arcadia, CA 91007
626.294.9230 - phone
626.294.9270 - fax

OWNER CONTACT: William E. Rice
Authorized Manager
Highland Property Development, LLC
250 W. Colorado Blvd., Suite 210
Arcadia, CA 91007
626.294.9230 - phone
626.294.9270 - fax

DEVELOPMENT TIME-LINE: **Acquired Project:** February 2008
Began Rehabilitation: March 2008
Complete Rehabilitation: February 2009
Full Lease-Up: End of 2008

REHABILITATION DEVELOPMENT BUDGET: \$1,934,859

PROJECT FINANCING: 1 - Sacramento Housing and Redevelopment Agency (SHRA)
Redevelopment Tax Increment Funds
2 - Tax-Exempt Mortgage Revenue Bonds
3 - Low-income Housing Tax Credits (4%)

PROPERTY MANAGEMENT: Hyder & Company
1649 Capalina Road, Suite 500
San Marcos, CA 92069
760.591.9737 - phone
760.591.9784 - fax

ON-SITE MANAGEMENT: Shelley Hook
916.921.6819

GENERAL CONTRACTOR: Highland Property Construction, Inc.
5310 Power Inn Road, Suite B
Sacramento, CA 95820
916.379.9307 - phone
916.379.9308 - fax

Contact Person:
Douglas B. Day, President
916.379.9307 - phone
913.379.9308 - fax

RELOCATION CONSULTANT: R.L. Hastings & Associates, LLC
Roy Hastings, MPPA
P.O. Box 661618
Sacramento, CA 95866-1618
916.359.0626 - phone
916.359.0676 - fax
916.397.6795 - cell
Rlhastingsassociates@surewest.net
Roy.hastings@rlhastingsassociates.com

RELOCATION PLAN

A. Introduction

This Relocation Plan is being prepared to comply with requirements that an Agency determine or estimate the relocation resource needs of a project including, as necessary and feasible, the following:

1. The number of households to be displaced; tenant incomes; purchase cost or rent/utility costs; family characteristics; and impacts on minorities, the elderly, large families and persons with disabilities, and compare this information with the availability of reasonably priced comparable replacement dwellings;
2. The need for providing advisory services to those households which will not be displaced and other persons in the neighborhood who might be adversely affected by the project.

B. Governing Law

Relocation activities for this project are governed by the following laws and regulations: California Government Code Sections 7260 - 7267 (Relocation Assistance); and California State Regulations – Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Administrative Code, Chapter 6, Article 1, Section 6000 et seq.).

C. Project Description Narrative

The Rio Linda Manor Apartments is a 66-unit, 100% market-rate rental apartment project located at 2671 Rio Linda Boulevard in Sacramento, California. The project primarily served seniors prior to acquisition and was officially converted to an age-restricted project following purchase of the project by Highland Property Development, LLC (HPD) in February 2008. HPD is in the process of converting the complex from a 100% market-rate project with no age restrictions into a 100% rent-restricted seniors affordable housing project (excluding the manager's unit) with occupancy restricted to individuals 55 years of age or older. The project will undergo rehabilitation of the unit interiors and the building exteriors on an as-needed basis.

The Rio Linda Manor Apartments complex was originally built in 1970 and consists of one (1) three-story structure containing 66 one-bedroom/one bath units (1/1). The one-bedroom units are 564 square feet. The project is 88% occupied with 8 vacant units as of 4/28/08.

HPD intends to perform extensive external and internal rehabilitation of the project and convert all but the manager's unit to rent-restricted units affordable to households with incomes at or below Fifty (50) percent and Sixty (60) percent of Area Median Income (AMI). No less than 13 units (20%) will be reserved for households with incomes at or below Fifty (50) percent of AMI and 52 units reserved for households with incomes at or below Sixty (60) percent of AMI. These

income restrictions are required by the financing being obtained for the acquisition and rehabilitation of the project. Project financing includes Redevelopment Tax Increment funds from the Sacramento Housing and Redevelopment Agency, tax-exempt mortgage revenue bonds, and low-income housing tax credits. 65 units will be a rent-restricted units following rehabilitation.

HPD intends to rehabilitate the units with the tenants in place and with no temporary relocation of income-qualified tenants required. If for any reason a household does need to be relocated temporarily, one or more units will be held vacant to allow those households to temporarily relocate to a unit on site. Any temporary relocation should be minimal, lasting no more than one day.

The household information necessary to complete this Relocation Plan was gathered through a tenant file review followed by personal interviews of tenants conducted by the incoming management team who were conducting pre-interviews of tenants for tax credit income eligibility purposes. Six units were vacant at the time of the interviews and an additional five (5) households were not available to be interviewed. Additionally, one (1) household was in the process of moving and was not interviewed and one (1) household is the manager's unit and was not interviewed. A total of fifty-three (53) households were interviewed. Income and age eligibility certifications are currently underway at the project and have identified additional households which are ineligible to remain in the project due to the new restrictions in place. This relocation plan has been updated based on the information gained during the income and age certification process.

The certification process found two (2) household that will be overqualified to remain in the project due to being over income and three (3) additional households that are under 55 years of age and not eligible to remain in the project due to being below the age restriction age requirement; therefore, five (5) households will need to be permanently relocated from the project. Additionally, the number of vacant units has increased from five (5) units at the time of the interviews to eight (8) units currently. The three additional units result from one (1) household which had just moved in to the project in January of this year from New York and wished to break the lease to move back to New York and moved out following acquisition refusing to divulge any income information or sign any paperwork; one underage household which moved out following acquisition without divulging any income information and did not want to participate in relocation; and one household which moved out following acquisition and declined relocation benefits. This household was told to stay as she would be eligible for relocation benefits but she declined and signed a waiver of relocation benefits.

D. Planned Renovations

The Rio Linda Manor Apartments were constructed in 1970. The condition of the units varies across units and units will be rehabilitated based on the need of the specific unit, with some items being rehabilitated across all units. Rehabilitation will upgrade both the interior and exterior of the apartments. Rehabilitation is estimated to cost a total of \$1,934,859. The project was acquired by HPD in February 2008 and rehabilitation began in March 2008. Rehabilitation is expected to take approximately twelve (12) months and be completed by February 2009. Planned renovations include the following:

Interior -

- Replace refrigerators and ranges and install microwaves
- Replace kitchen and bathroom counters as needed
- Replace kitchen and bathroom cabinets as needed
- Replace kitchen and bathroom fixtures and plumbing
- Replace carpeting as needed
- Replace vinyl in bathrooms, kitchens, and entryways
- Paint as needed
- Paint common hallways and replace flooring
- Replace HVAC units as needed
- Replace toilets with tall toilets
- Replace 30 gallon water heaters with pans and strapping as needed
- Renovate elevator
- Renovate community room and entry frontage
- Install GFCI's per code in units
- Other miscellaneous repairs as needed on a unit-by-unit basis

Exterior –

- Install new monument sign and building signs
- Install single post carport coverings
- Install doors on dumpster enclosure
- Install fencing at frontage and replace fencing around sides and rear
- Remove and replace dry rot and damaged trim
- Replace all windows with vinyl dual pane windows
- Replace patio surrounds as needed
- Replace roofing, install full gutters and wall coping throughout
- Re-paint exterior
- Repair parking lot as needed, seal-coat and re-stripe, install parking bumpers
- Install asphalt drive lane for drop-off and pick-up at front of building
- Replace porch lights and repair or replace outdoor lighting as needed
- Install picnic areas at courtyard and south side of building
- Install storage spaces at Southwest corner of property
- Install security cameras, monitor, and recording system
- Other miscellaneous repairs as needed

E. Rehabilitation Schedule

- Acquired Project: February 2008
- Began Rehabilitation: March 2008
- Complete Rehabilitation: February 2009
- Full Lease-Up: End of 2008

F. General Information Notice

Tenants of the Rio Linda Manor Apartments were sent a General Information Notice (GIN) informing them of the planned acquisition and rehabilitation of the Rio Linda Manor

Apartments, and their rights under State of California relocation laws and regulations, on or about February 15, 2008. The purpose of the notice was to inform residents that The Rio Linda Manor Apartments were in the process of being sold to new owners, that the prospective owners have received Redevelopment Tax Increment funds to rehabilitate the interior and exterior of the apartments and that, after the rehabilitation is complete, 65 of the 66 units will be converted from market-rate to rent-restricted units, with the remaining unit the manager's unit. The Notice clearly informed tenants that it is not a notice to move and that they should not move at this time. The Notice further informed tenants that they should not move until they receive a notice from the new ownership informing them that they are either eligible to remain as tenants of the Rio Linda Manor Apartments or that they must move and are eligible for relocation benefits. Additionally, the Notice will inform tenants of the relocation benefits that might be available to them. Finally, tenants were requested to sign the Notice and return it to the project office. A copy of the Notice is included as Appendix B to this Plan.

G. Other Notices

Immediately following acquisition of the project in February 2008, the new ownership and property management company began the income and age certification process to determine which households were income-qualified and age-qualified to remain in the project and which households were over-qualified or not age-eligible to remain and therefore eligible for relocation benefits. All households (HH) which are identified as over-qualified or not age-qualified for continued residence at the project will be issued Notices of Eligibility for Relocation Assistance and referred to the Relocation Specialist. Said Notices will clearly identify the benefits to which the tenant is eligible, including advisory services, the exact amount of the moving allowance, and at least three comparable units that are actually available for rent at the time the Notice is delivered. The Notice will identify what has been determined to be the most comparable unit of the three and the maximum amount of rental assistance to which the tenant is eligible. A personal interview will be scheduled with each household determined to be eligible for relocation assistance. Following issuance to the tenant of the Notice of Eligibility for Relocation Assistance, a 90-Day Notice will be provided to each household as required.

Prior to releasing any rental assistance payments to tenants, the Relocation Specialist will inspect the unit the tenant chooses to rent to ensure that it meets relocation standards of being decent, safe, and sanitary. Once the tenant provides satisfactory evidence to the Relocation Specialist of having leased the unit, the moving expense payment and the first installment of any relocation assistance the tenant is eligible for will be released. A second, and final, installment will be released to the tenant approximately thirty (30) days after the tenant has vacated their current unit at the Rio Linda Manor Apartments.

Following final income certification of each household, a Notice of Nondisplacement will be issued to those households who are determined to be income- and age-qualified to continue residing in the project after the units are rehabilitated and converted to rent-restricted units. All notices will request the signatures of residents for acknowledgment of receipt.

Those residents which are income- and age-qualified to remain in the project and will be moving to a new unit once a newly renovated unit is available to them will receive an additional 30-day Notice informing them of the unit they will be moving to and informing them of the date by

which they need to vacate their present unit. The Relocation Specialist will contact each household individually and provide advisory services and assistance as needed. Each household will be eligible for a fixed moving allowance or reimbursement of reasonable documented expenses incurred in the move.

H. Relocation Needs Assessment

As noted above, a review of tenant files followed by personal interviews was conducted to gather information on household income, household size, and any special needs to be considered in replacement homes for each current tenant in order to determine how many households would be income- and age-qualified to continue residing in the project and how many households would be eligible for relocation benefits and need to be permanently relocated. Additionally, the income and age certification process began immediately following acquisition. This relocation plan has been updated based on the information gained during this process.

Based on the certification process it was determined that five (5) of the 58 households (8.6%) currently residing in the Rio Linda Manor Apartments will be eligible for relocation benefits due to the household income being greater than 60% of AMI (2 HH's) or the occupants being less than 55 years of age (3 HH's). The remaining households are eligible to continue residing in the project.

Income-eligibility was determined based on TCAC eligibility rules, which are the rules which apply following purchase of the project. Households which are not income-eligible to remain in the project based on TCAC eligibility rules will be displaced by the purchase of the project and therefore be eligible for relocation benefits as a displaced household along with those households which are not age-eligible to remain in the project due to the new age-restrictions placed on the project..

I. Tenant Characteristics

Total Units – 66
 Total Vacant Units – 8
 Total Occupied Units – 58
 Households Interviewed – 53
 Households Income and Age Certified – 53

Household Composition and Size –
 Residents – 68
 Adults – 68
 Children – 0
 Average HH Size – 1.2

Primary Languages – English

Disabilities – Unknown

Income Characteristics –

Tenant Income Characteristics	
Below 50% AMI	55
50% - 60% AMI	0
Income-Qualified	55
Above 60% AMI (OQ)	2
Other (Manager)	1
Total Occupied Units	58
Vacant Units	8
Total Units	66

Age Characteristics –

Tenant Age Characteristics	
Over 55 - Age-Qualified	53
Under 55 - Not Age-Qualified	4*
Over-Qualified by Income	2*
Other (Manager)	1
Total Occupied Units	58
Vacant Units	8
Total Units	66
*One HH is both underage and OQ by income.	

J. Relocation Housing Resources

Three (3) apartment complexes with permanent, decent, safe and sanitary comparable replacement dwellings have been identified along with the number of available 1 bedroom/1 bath units. All identified complexes are located within a five (5) mile radius of the project site. A total of ten (10) comparable units have been identified as currently available (see Table). The rents range from a low of \$600/month to a high of \$675/month with 6 units available at \$600/month, 1 at \$620/month, and 3 at \$675/month resulting in a median rent of \$620/month.

(The initial relocation plan found a range of \$550/month to \$700/month with a median of \$610.)

Comparable Units Table	
1-Bedroom/1-Bath	10
TOTAL UNITS	10

This list will be reviewed and updated prior to the commencement of relocation activities. Each household to be relocated will be provided with a minimum of three comparable units to choose from. Households may choose their own permanent, decent, safe and sanitary replacement dwelling to rent or to purchase. However, replacement payments will be based on comparable units.

K. Projected Dates of Displacement

The process of identifying and permanently relocating over-income and age-qualified tenants began in February 2008 immediately following acquisition of the project. Once this Relocation Plan is approved by SHRA and the Sacramento County Board of Supervisors, relocation will proceed according to State of California relocation laws and regulations until all affected households have been moved to comparable replacement housing.

L. Temporary and Permanent Relocation of Income-Eligible Households

No temporary relocation of households eligible to remain living in the project following rehabilitation is anticipated. HPD has substantial experience rehabilitating projects with the tenants in place and is confident that they will be able to do so with this project also. In the unlikely event that temporary relocation is required, there will be one or more vacant units available on site for HH's to temporarily relocate to. If this is found to be inadequate, temporary relocation to a motel or hotel conveniently close to the project will be arranged with all reasonable tenant expenses reimbursed per State of California relocation laws and regulations.

M. Advisory Services

Each household was provided with a relocation informational brochure when they were provided with the GIN notice. A tenant meeting to advise residents of the rehabilitation, relocation and their rights under relocation laws was held at the subject property on February 26, 2008, just following acquisition of the project. The Regional Manager of the new management company, Hyder Management Professionals, and the President of the construction company, Highland Property Construction, and two project managers which will be responsible with overseeing construction were present at the meeting.

N. Relocation Benefits

Eligible households shall be entitled to Moving Expenses and Relocation Benefits as defined below:

Payment for Moving and Related Expenses

Tenants may choose either (1) a payment for actual reasonable moving and related expenses, or (2) a fixed moving expense and dislocation allowance of \$1,000 for a one-bedroom unit (3 rooms).

Replacement Housing Payment - All Eligible Households

Prior to making the Replacement Housing Payment calculation each household's base monthly rent must be determined. A household's base monthly rent is equal to the lesser of:

- (a) The monthly rent and average utility costs at the current dwelling; or
- (b) Thirty (30) percent of the household's monthly gross income. If sufficient evidence of income is not provided, or the occupant is a dependent, then (a) will be followed.)

Once the base monthly rent is established, payment will be equal to 42 times the difference in a household's base monthly rent at the Rio Linda Manor Apartments and the monthly rent and estimated average monthly utility costs of the lesser of:

- 1) The monthly rent and estimated average utility costs for the most comparable replacement dwelling; or
- 2) The monthly rent and estimated average utility costs for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced household.

This payment will be paid in two installments. Should the household choose to and qualify for purchase of a replacement home, one lump sum payment would be made towards escrow.

Calculation:

Payment Calculation for All Households:

(Lesser of (a) or (b) – Lesser of (1) or (2)) x 42

O. Relocation Payments and Payment Schedule

Households eligible to receive relocation benefits will be paid for moving expenses and the first one-half of replacement housing payments at the time they relocate. The second one-half of replacement housing payments will be paid approximately one month after they relocate. The Relocation Specialist will assist tenants in preparing the required claim forms for submission once the tenant provides adequate documentation to the Relocation Specialist of having leased a replacement home or entered into an agreement to purchase a replacement home. Benefit checks will be delivered in a timely manner with delivery receipts requested with receipts filed with the Relocation Plan.

P. Estimated Relocation Benefits

Assumptions:

1 – Five (5) of the households currently residing in the Rio Linda Apartments are eligible for relocation benefits: two (2) are over-income and three (3) are under-age (1 HH is both).

2 – The remaining households are all eligible to remain in the project.

3 – All 8 currently vacant units, and any units which become vacant, will remain vacant until they are rehabilitated and will then be filled with income- and age-eligible households.

Estimated Relocation Benefits Calculation - 5 Identified Households

Table 1: 4 Identified Households	
Factor	1-Bd/1 Bath
Number of Households Eligible for Relocation Benefits	5
*(times) Moving Expenses	\$1,000.00
Total Moving Expenses	\$5,000.00
Calculated Relocation Benefits --	\$45,994.00
Total Benefits	\$50,994.00
*Relocation Benefits are calculated based on a median comparable rent of \$620.00; based on comparable unit rents of \$600 (6 units); \$620 (1 unit); \$675 (3 units)	

This is an estimate only as the total relocation benefits due can increase or decrease based on the actual availability of units once relocation is underway and which unit is determined to be the most comparable unit at that time.

Q. Relocation Assistance Procedures

A Relocation Specialist will be available at the site as needed to assist tenants who have been determined to be eligible to receive relocation benefits. The relocation specialist will work out of the rental office. Additionally, residents will be provided with a local phone number with voice-mail available after normal business hours to contact a Relocation Specialist with questions and concerns. A Relocation Specialist will fully inform tenants of procedures and the current time-line of the project, provide and assist in filing forms to obtain relocation benefits, determine the needs of tenants eligible for relocation assistance, provide comparables that are decent, safe and sanitary, provide a minimum 90-day written notice to vacate, and provide referrals for both rental and ownership possibilities and government agencies.

No mandatory displacement of households will occur until this relocation plan has been approved by SHRA and the Sacramento County Board of Supervisors and until comparable replacement housing has been identified for each household to be displaced.

R. Conclusion

This Relocation Plan has determined the number of households and costs required to permanently relocate tenants who will no longer be income- or age-qualified to continue residing at the Rio Linda Manor Apartments after acquisition and rehabilitation.

Based on information gathered during the income and age certification process, the project has 58 of 66 units currently occupied. Based on the certifications, five (5) of the 58 households (8.6%) currently residing in the Rio Linda Manor Apartments will be eligible for relocation benefits due to the household income being greater than 60% of AMI or no household members being older than 55 years of age. Four (4) of the five (5) households are low-income households earning less than 80% of AMI. Household incomes for those to be displaced range from less than 25% of AMI to 87% of AMI. Due to the low current rents paid by each household (\$425/month to 475/month each), and the median comparable rent of \$620 per unit, Last Resort Housing benefits are required to place the households in comparable replacement dwellings. Last Resort Housing allows the statutory benefit cap of \$5,250 to be exceeded if required to place the household in a comparable replacement dwelling.

The Relocation Plan assumes that the vacant units will not be filled prior to rehabilitation of the units and that when they are filled they will be filled by income- and age-eligible households. Total estimated benefits, including both the fixed moving expense payment and replacement housing payment for the five (5) over-qualified or age-ineligible households equals \$50,994.00. As discussed above, this amount may increase or decrease depending on which comparable units are available at the time of relocation and which unit is determined to be the most comparable to the household's current unit. The actual benefits due may also go higher if any of the

households choose actual reasonable moving expenses and those expenses exceed the fixed moving allowance.

Finally, it is the intent of the prospective owner to follow all of the rules and regulations of the State of California contained in Government Code Section 7260 et seq. in the relocation process to ensure the protection of each relocated tenant's rights.

APPENDICES

APPENDIX A

TCAC HOUSEHOLD CHARACTERISTICS TABLE

UNIT #	Bds	HH Size	CURRENT RENT	ANNUAL INCOME	MONTHLY INCOME	% AMI	Summary Statistics	
101	1	1	425	\$ 10,440	\$ 870	25	AMI Level	# HH
102	1	1	475	\$ 10,440	\$ 870	25	< 25	38
103	1	2	475	\$ 18,288	\$ 1,524	35	30	4
104	1	2	475	\$ 20,800	\$ 1,733	40	35	5
105	1	2	475	\$ 10,440	\$ 870	25	40	5
106	1	1	475	\$ 10,440	\$ 870	25	45	1
107	1	0	Vacant	Vacant	Vacant	V	50	2
108	1	1	475	Manager	Manager	NA	55	0
109	1	2	500	\$ 18,336	\$ 1,528	35	60	0
110	1	1	475	\$ 10,032	\$ 836	25	OQ @>60	2
111	1	2	500	\$ 12,816	\$ 1,068	25	Not Available	0
112	1	0	Vacant	Vacant	Vacant	V	Manager	1
113	1	1	475	\$ 10,440	\$ 870	25	Moving	0
114	1	1	475	\$ 10,440	\$ 870	25	Vacant	8
115	1	1	475	\$ 10,680	\$ 890	25	Total	66
116	1	1	475	\$ 10,536	\$ 878	25		
117	1	1	475	\$ 9,600	\$ 800	25		
118	1	1	500	\$ 10,680	\$ 890	25		
119	1	1	475	\$ 9,588	\$ 799	25		
120	1	2	475	\$ 49,400	\$ 4,117	87	Household Size	
121	1	1	475	\$ 10,680	\$ 890	25	1-Person	2-Person
122	1	1	475	\$ 17,748	\$ 1,479	40	48	10
201	1	1	475	\$ 9,230	\$ 769	25		
202	1	1	500	\$ 10,440	\$ 870	25		
203	1	1	500	\$ 9,636	\$ 803	25		
204	1	1	475	\$ 10,320	\$ 860	25		
205	1	0	Vacant	Vacant	Vacant	V		
206	1	1	475	\$ 10,680	\$ 890	25		
207	1	1	475	\$ 12,228	\$ 1,019	30		
208	1	0	Vacant	Vacant	Vacant	V		
209	1	1	475	\$ 11,532	\$ 961	25		
210	1	1	475	\$ 10,404	\$ 867	25		
211	1	1	475	\$ 11,148	\$ 929	25		
212	1	1	475	\$ 10,680	\$ 890	25		
213	1	1	475	\$ 23,268	\$ 1,939	50		
214	1	0	Vacant	Vacant	Vacant	V		
215	1	1	475	\$ 10,440	\$ 870	25		
216	1	1	475	\$ 10,440	\$ 870	25		
217	1	2	500	\$ 20,388	\$ 1,699	40		
218	1	1	475	\$ 31,459	\$ 2,622	63		
219	1	1	475	\$ 12,660	\$ 1,055	30		
220	1	2	475	\$ 20,884	\$ 1,740	40		
221	1	1	475	\$ 16,836	\$ 1,403	40		
222	1	1	475	\$ 10,440	\$ 870	25		
301	1	1	475	\$ 11,172	\$ 931	25		
302	1	1	475	\$ 10,248	\$ 854	25		
303	1	0	Vacant	Vacant	Vacant	V		
304	1	1	475	\$ 11,520	\$ 960	25		
305	1	1	475	\$ 10,512	\$ 876	25		
306	1	1	475	\$ 10,440	\$ 870	25		

307	1	1	475	\$	12,480	\$	1,040	30		
308	1	1	500	\$	10,680	\$	890	25		
309	1	1	475	\$	9,396	\$	783	25		
310	1	1	475	\$	10,660	\$	888	25		
311	1	2	475	\$	18,288	\$	1,524	35		
312	1	1	475	\$	20,132	\$	1,678	45		
313	1	1	594	\$	13,992	\$	1,166	30		
314	1	0	Vacant		Vacant		Vacant	V		
315	1	1	500	\$	9,072	\$	756	25		
316	1	0	Vacant		Vacant		Vacant	V		
317	1	2	475	\$	18,300	\$	1,525	35		
318	1	1	475	\$	10,780	\$	898	25		
319	1	1	475	\$	23,016	\$	1,918	50		
320	1	1	475	\$	9,168	\$	764	25		
321	1	1	475	\$	14,880	\$	1,240	35		
322	1	1	475	\$	10,440	\$	870	25		
Totals	66	68								
Over-Qualified or Under-Age										

APPENDIX B

GENERAL INFORMATION NOTICE (GIN)



February 15, 2008

Dear Valued Resident,

In anticipation of the coming ownership change of the Rio Linda Manor apartments, we are required by law to provide you with the attached General Information Notice informing you of your rights as a current tenant. It is important that you take the time to read the Notice carefully to apprise yourself of any benefits to which you may be entitled. After reading the Notice, please sign and return it to the office at your soonest convenience.

We are looking forward to many more years of your residency at Rio Linda Manor.

Thank you.

February 15, 2008

Rio Linda Manor Apartments – General Information Notice

Dear Valued Resident:

This General Information Notice is to inform you that Rio Linda Manor Apartments (the “Project”) will be acquired by HPD Rio Linda L.P., a California limited partnership (the “New Owner”).

The Sacramento Housing and Redevelopment Agency (“SHRA”) has provided or will provide funds to assist the New Owner in its acquisition and rehabilitation of the Project.

Because SHRA places certain income restrictions on tenants occupying the Project’s units, you will not be displaced from the unit you are currently occupying if you continue to be income qualified. You have been or will be contacted and interviewed by the New Owner (or its representative) about your current income in order to determine whether you are income qualified to remain in the unit you are currently occupying. You will be able to stay in your current unit during and after the rehabilitation of the Project if you are income qualified (except in the case of temporary relocation, as discussed below). Therefore, we urge you **not to move** anywhere at this time. If you do elect to move for any reasons of your choice, you will not be provided relocation assistance.

If it is determined that you are not income qualified to remain in the Project and you are permanently displaced from the Project as a result of the New Owner’s acquisition of the Project, you may be eligible for certain relocation assistance. In addition, if you are income qualified but for any reason, you are not able to stay in your current unit while the Project is being rehabilitated, you may be eligible for certain temporary relocation assistance.

The New Owner is required to provide this General Information Notice to you and describe the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (“URA”), and applicable state law, to tenants displaced from their homes as a direct result of an owner’s acquisition and rehabilitation of an affordable housing project.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent or child. **All** persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

A. Summary of Relocation Assistance In Case of Permanent Displacement:

If you are an eligible tenant displaced permanently from your unit, you will be offered the following advisory and financial assistance:

- **Advisory Services.** The New Owner (or its representative) will provide referrals to comparable and suitable replacement units, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and assistance to relocate successfully.
- **Payment for Moving Expenses.** You may choose either a:
 - Payment for your Actual Reasonable Moving and Related Expenses, or
 - Fixed Moving Expense and Dislocation Allowance, or
 - A combination of both, based on circumstances.
- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement unit, you may choose either:
 - Rental Assistance or
 - Purchase Assistance.

If you disagree with relocation assistance for which you are eligible, you may appeal that decision with the applicable Agency.

General Questions

How Will I Know I Am Eligible For Relocation Assistance?

You will receive written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

How Will The New Owner Know How Much Help I Will Need?

You will be contacted at an early date and personally interviewed by a representative of the New Owner to determine your relocation needs and preferences for replacement housing and advisory services. The Interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the New Owner can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have To Move?

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one “comparable replacement unit” that is available to you and (2) the earliest date by which you must move.

What Is A Comparable Replacement Unit?

A comparable replacement unit is:

- Decent, safe and sanitary.
- Functionally equivalent to (and equal or better than) your present unit.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present unit.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex or national origin.

What Is Decent, Safe And Sanitary Housing?

Decent, safe and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weather tight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water and connections for a stove and refrigerator.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

Will The New Owner (Or Its Representative) Help Me Find A Replacement Unit?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement units. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement unit that is available to you. Promptly after you become eligible for relocation assistance, the New Owner (or its representative) will inform you of such unit and the maximum payment available.

What If I Find My Own Replacement Housing?

You have every right to find your own replacement housing which meets the aforementioned criteria. However, before you rent or buy, ask the New Owner (or its representative) to inspect the unit to make sure that it is decent, safe and sanitary. If the housing unit is not decent, safe and sanitary, you will not receive a replacement housing payment.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement unit, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced.

What Is A Payment For Actual Reasonable Moving And Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a payment for Actual Reasonable Moving and Related Expenses, you may receive a payment for the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (provided the property was not lost, stolen or damaged through your neglect) if insurance is not reasonably available.

The New Owner (or its representative) will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. You must also select your mover with care. The New Owner (or its representative) can provide you with a list of movers that service the area.

What Is A Fixed Moving Expense and Dislocation Allowance?

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an allowance which is based on the number of rooms in your unit or the number of rooms of furniture you will be moving, as shown on a schedule available at the applicable Agency.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate form in order to receive your payment.

How Much Rental Assistance Will I Receive?

If you are eligible to receive rental assistance, you will receive rental assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the “base monthly rent” for your present unit from the cost of rent and utilities for your new unit (or a comparable replacement unit, if the cost is lower). That monthly need, if any, is multiplied by 42, to

determine the total amount that you will receive. This amount will be paid directly to you. The New Owner will provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present unit is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits.

Example: Let's say that the monthly rent and average cost for utilities for your present unit are \$250; the monthly rent and estimated average utility costs for a comparable replacement unit are \$350; and your monthly gross income is \$700. In this case, your "base monthly rent" would be \$210 and that amount (30% of your income) is less than the monthly cost of rent and utilities at your present unit (\$250).

- If you rent a replacement unit for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present unit (\$210) and the cost for a comparable replacement unit (\$350)).
- If you rent a replacement unit for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present unit (\$210) and the actual cost of your new unit (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe and sanitary unit within one year after the date you move.

If I Decide To Buy, Rather Than Rent, How Much Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down payment equal to the amount you would receive if you rented a comparable replacement unit (i.e., 42 times the amount obtained by subtracting the "base monthly rent") for your present unit from the monthly rent and estimated average monthly utility costs for a comparable replacement unit). A down payment assistance payment will be paid in lump sum.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for each relocation payment. The New Owner (or its representative) will provide you with the required claim form. You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid.

You will be paid as soon as possible after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified in writing of the problem and the action you may take to resolve the matter.

Do I Have To Pay Rent To The Agency Before I Move?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal Tax Purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your person tax advisor.

What If I Don't Receive The Required Assistance? Can I Appeal?

If you disagree with the decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the applicable Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If your income qualifies as low- or moderate and you are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

B. Summary of Temporary Relocation Assistance:

You will be eligible for temporary relocation assistance if the continued occupancy of your unit during the rehabilitation of the project constitutes a substantial a danger to your health and safety or public danger or is otherwise desirable because of the danger of the Project. Temporary relocation will not last more than 12 months.

If the New Owner informs you that you will be temporarily relocated, you will be relocated to a "safe and sanitary" unit and will be provided relocation benefits, which include:

- Increased housing costs which is any increased difference in rent between the old rent you were paying and the new rent at the unit you will occupy temporarily, including security deposits;
- Payment for Actual Reasonable Moving and Related Expenses, which include:
 - Transportation of the displaced persons and personal property;
 - Packing, crating, unpacking and uncrating of personal property;
 - Storage of personal property, not to exceed 12 months;
 - Disconnecting, dismantling, removing, reassembling and reinstalling relocated household appliances and other person property;
 - Insurance for the replacement value of personal property in connection with the move and necessary storage;

- The replacement value of property lost, stolen or damaged in the process of moving where insurance covering such loss, theft or damage is not reasonably available;
- Reasonable and necessary costs of security deposits required to rent the replacement dwelling and
- Any costs of credit checks required to rent the replacement dwelling.

In addition to the relocation benefit, the New Owner will provide you with appropriate advisory services, which include: (a) reasonable advance written notice of the temporary relocation, (b) the address of the suitable, decent, safe and sanitary dwelling to be made available for the temporary period; and (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe and sanitary dwelling in the Project upon completion of the rehabilitation.

This General Information Notice may not answer all of your questions and again, we urge you not to move at this time. In the meantime, if you have any questions please contact management at (760) 591-9737.

This letter is important. Please keep it with your important papers.

Sincerely,

HPD Rio Linda L.P. and Management

I certify that I read this notice and was given a copy to keep.

Signature

Date

APPENDIX C

NOTICE OF NONDISPLACEMENT

<Date>

-NOTICE OF NONDISPLACEMENT-

**RIO LINDA MANOR APARTMENTS
2671 Rio Linda Boulevard
Sacramento, California 95815**

Dear <Tenant Name>, Unit # <#>

This is a NOTICE OF NONDISPLACEMENT. This NOTICE is to inform you that **you will not be required to move permanently** from the Rio Linda Manor Apartments as a result of the acquisition and rehabilitation of the apartments. This NOTICE guarantees you the following:

1. You will be allowed to lease and occupy you present apartment, or another suitable, decent safe and sanitary apartment in the Rio Linda Manor Apartments, upon completion of the rehabilitation. Your monthly rent will increase to \$515 per month now that it has been determined that you are income eligible under the income guidelines set forth in Section 42 of the IRS code.
2. If you must move temporarily to a location outside of the Rio Linda Manor Apartments or to a new apartment within the Rio Linda Manor Apartments so that repairs can be completed on you present unit, you will be reimbursed for all reasonable moving expenses and any additional housing costs (rent and/or utilities) that are incurred during you temporary displacement. However, it is not anticipated that you will need to move, even temporarily, in order for the repairs to be completed on your present unit.

Since you will have the opportunity to occupy a newly refurbished apartment, we urge you **not to move**. **If you do elect to move for you own reasons you will not be eligible to receive relocation assistance.** We will make every effort to accommodate your needs during the rehabilitation process. Because Redevelopment Tax Increment funds are involved in this project, your rights are protected by California Government Code Sections 7260 - 7267. If you have any questions about this Notice, please contact Shelley Hook at 916.921.6819.

Please sign below to acknowledge that you have received and read this notice. This NOTICE is important, please retain one copy for your records and return the second copy with your signature.

I _____ certify that I have received a copy of this letter and have read and understand the contents.

Tenant Signature _____ Unit # _____ Date _____

APPENDIX D

NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE

<Date>

NOTICE OF ELIGIBILITY FOR RELOCATION ASSISTANCE

<Tenant Name>

<Tenant Address>

Dear <Tenant Name>,

On February 15, 2008, residents of the Rio Linda Apartments were notified of the proposed purchase and rehabilitation of the Apartments where you currently reside. On February 21, 2008 the purchase of the project was completed and rehabilitation is underway.

This is a Notice of Eligibility for Relocation Assistance. Due to your income exceeding the income requirements of the new funding sources, you will be required to relocate to other housing. You do not need to move immediately. You will be provided with at least 90 days advance written notice of the date by which you must vacate your unit. When you do move, you will be entitled to relocation assistance, as outlined below, in accordance with California Government Code Sections 7260 – 7267.

The effective date of this notice is <date>. You are now eligible for relocation assistance, including:

Counseling and Other Advisory Services.

Payment for Moving Expenses. You may choose (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed moving expense and dislocation allowance of \$1,000.

Replacement Housing Payment. You *may be eligible* for a replacement housing payment to rent or buy a replacement home. The amount of this payment is based on several factors, including the cost of a “comparable replacement home”, the monthly rent and average cost of utility services for your present home, and 30 percent of your gross household income.

Listed below are three “comparable replacement homes” that you may wish to consider:

Comparable Name	Address	# Bedrooms	Rent

We have determined that the unit at _____ is the most representative of your present home.

<Tenant Name>

<date> p. 2

The rent and estimated utility cost of that unit is \$<Amount>. Based on the information you have provided about your income and monthly rent, you may be eligible for a rental assistance payment up to \$<Amount> (see calculation below). This is the maximum benefit amount that you would be eligible to receive. Your benefit will be paid to you in two installments; the first installment will be paid within ten (10) days of your vacating your unit in the Ashford Heights Apartments and the second within approximately 60 days following receipt of the first installment. If you need a portion of your benefit amount to be provided to you in advance in order to facilitate your move into a new home, please let us know and arrangements will be made. To receive payment, you must provide us with a copy of your new rental agreement showing the rental amount and any other monthly charges you are required to pay. If you decide on a different decent, safe and sanitary home where the actual monthly rent and average estimated utility costs are lower than that of the comparable replacement home above, your rental assistance payment will be based on the actual cost of rented unit.

Please contact me immediately if you do not agree that these units are comparable to your present home. I will be happy to explain the basis for our selection of these units and, if necessary, find other comparable units. We may not base your payment on any unit that is not a "comparable replacement home". Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for down payment assistance in the amount of <Amount>.

If you have any questions about your rights under relocation law and what you must do to obtain any payment you are eligible to receive, please contact the relocation specialist. For instance, you must move to a decent, safe and sanitary replacement home within one year, and apply for relocation benefits within 18 months, after you vacate your present home. Additionally, we must inspect the home you choose to move to and determine that it is decent, safe and sanitary in order for you to be eligible to receive a replacement housing payment. Therefore, do not commit yourself to rent or buy a unit until we inspect and approve it.

This letter is important and should be retained for your records. If you have any other questions about your eligibility for assistance, the benefits you are eligible for, or your rights under the California Government Code, please contact me.

Sincerely,

<Name>
Relocation Specialist

Rental Housing Payment Calculation: <Base Monthly Rent – New Rent * 42 months = \$Amount>

Received by _____ Date _____

APPENDIX E

90-DAY NOTICE TO VACATE

<Date>

90- DAY NOTICE TO VACATE

<Tenant Name>
<Tenant Address>

Dear <Tenant Name>,

As you were recently informed in your Notice of Eligibility for Relocation Assistance, due to the income requirements now in place at the Rio Linda Apartments, your income exceeds the statutory limits and you are no longer eligible to continue living at your current residence.

We are required to provide you with a 90-day notice informing you of the date by which you must vacate your current apartment and move out of the Rio Linda Apartments. Your last day of residence at the Rio Linda Apartments must be no later than <date>, or 90-days from receipt of this notice, whichever is later. You may move at any time after receiving your Notice of Eligibility for Relocation Assistance. Please let the office know the date you intend to move out so any monies due you may be processed in a timely manner. If this date changes for any reason, please inform the office as soon as possible. Please note that you continue to be responsible for all of your legal obligations to the Rio Linda Apartments, including payment of rent. Once you vacate your apartment it must be inspected and cleared by management prior to your receiving your deposit.

It has been a pleasure working with you during this process. We wish you the best of luck in your new home. If you have any questions, please don't hesitate to call.

Sincerely,

<Name>
Relocation Specialist

Received by _____

Date _____

APPENDIX F

COMPARABLES TABLE

RIO LINDA MANOR APTS - COMPARABLES TABLE										
Name	Phone	Address	Distance from RLM	Zip	1Br/1Ba	Size/Sq Ft	Rent	Available		
Arden Arcade Apts	978.0770	1960 Morse Avenue	1.85 miles	95825	Y	Unknown	\$675	3		
Woodlake Apts	927.9827	135 Baxter Avenue	4.01 miles	95815	Y	700	\$620	1		
Oak Terrace Apts	487.2322	5325 Marconi Avenue	4.36 miles	95608	Y	800	\$600	6		
**Rio Linda Manor Apartments 1 BR is 550 Sq Ft							Median	\$620	10	



REPORT TO COUNCIL City of Sacramento

915 I Street, Sacramento, CA 95814-2604
www. CityofSacramento.org

CONSENT
June 24, 2008

**Honorable Mayor and
Members of the City Council**

**Title: Adopt the Memorandum of Understanding for the Funding Operations for the
Comprehensive Alcohol Treatment Center**

Location/Council District: Citywide

Recommendation: Adopt a **Resolution** authorizing the City of Sacramento to enter into a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for the fiscal year 2008-2009.

Contact: Cassandra H. B. Jennings, Assistant City Manager

Department: City Manager's Office

Organization No: 0310

Description/Analysis

Issue: The Sacramento City Council and the County Board of Supervisors entered into a Memorandum of Understanding (MOU) in the 1997 to fund the Comprehensive Alcohol Treatment Center (CATC), also known as "Detox," administered by Volunteers of America. The current MOU will terminate at the end of this fiscal year. Staff recommends renewing the MOU for one year.

Policy Considerations: Partnering with other agencies to leverage resources and to improve the City of Sacramento is consistent with Council action and direction.

Environmental Considerations: None.

California Environmental Quality Act (CEQA): This report concerns administrative activities that will not have any significant effect on the environment, and that do not constitute a "project" as defined by the California Environmental Quality Act (CEQA) [CEQA Guidelines Sections 15061(b)(3); 15378(b)(2)].

Sustainability Considerations: Not applicable.

Rationale for Recommendation: Staff recommends that the City Council adopt the Resolution authorizing the City of Sacramento to enter into a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for fiscal year 2008-2009 and/or provide additional direction.

Financial Considerations: The City agreed to contribute up to \$708,351 each year for the last two fiscal years, and the same amount is proposed for fiscal year 2008/2009. The estimated total cost of the Detox Program for fiscal year 2008/2009 of \$1,438,270 is shared among Sacramento County, the Sacramento Housing and Redevelopment Agency (SHRA), and the City of Sacramento.

Emerging Small Business Development (ESBD): No goods or services are being purchased.

Respectfully Submitted by: 
Cassandra H. B. Jennings
Assistant City Manager

Recommendation Approved:

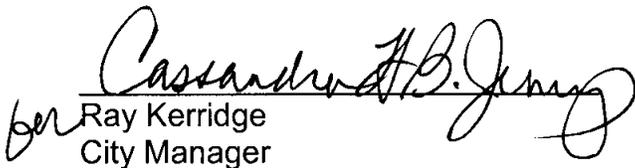

Ray Kerridge
City Manager

Table of Contents:

Report	pg. 1
Attachments	
1 Background	pg. 3
2 Memorandum of Understanding with the County of Sacramento Department of Human Assistance and Scope of Services	pg. 4
3 Resolution	pg. 10

BACKGROUND

In April 1997, the Sacramento City Council and the Sacramento County Board of Supervisors authorized a Memorandum of Understanding (MOU) and funding to create a public inebriate program, the Comprehensive Alcohol Treatment Center (CATC), also known as "detox." The Detox Program opened at 700 North 5th Street as the first comprehensive, medical alcohol-treatment center in the State of California. The program allows up to 72-hours detention of individuals who represent health and safety concerns to themselves and the community due to inebriation. The program has three components; an 80-bed three-day hold program, a 32-bed 60-day recovery program, and a 90-day serial inebriate program.

The Detox Program was developed and is operated by the Volunteers of America (VOA), a nonprofit organization. Detox provides medically supervised alcohol detoxification to the public inebriate population and assistance to those individuals who express a desire to change their lifestyle once they have completed the detoxification program.

The third component is a court-ordered 90-day, 10-bed treatment program for serial inebriates. Serial inebriates are those individuals who have been admitted to the Sacramento County Jail or the CATC at least 25 times within the previous twelve months, and who pose a danger to themselves or others due to excessive alcohol consumption. The program is known as the Serial Inebriate Program (SIP). SIP focuses on chronic substance abusers found intoxicated in the downtown area bordered by 16th Street to the Sacramento River, H Street to N Street, including the Alkali Flat Regional Transit station patrolled by the Downtown Partnership's Navigators and by law enforcement.

The Serial Inebriate Program is a vital piece of the Community Prosecution Pilot Program in the downtown area and is one of the primary programs in the Ten-Year Plan to End Chronic Homelessness.

The Detox Program has impacted the community in several positive ways: the Police Department and the Downtown Partnership have reported a significant decrease in the presence of public inebriates on downtown streets, as well as a decrease in the nuisance behavior associated with public intoxication. In many instances an individual is booked for public inebriation and is released from jail within the same 24-hour day. An individual who is brought into Detox remains for a minimum of 72 hours. Persons are released before the 72-hour time period only if they have a verified job or residence. The Detox Program offers the potential of intervening and preventing future inebriate behavior.

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE COUNTY OF SACRAMENTO,
AND THE CITY OF SACRAMENTO**

**AGREEMENT FOR FUNDING OPERATIONS
OF THE COMPREHENSIVE ALCOHOL TREATMENT CENTER**

This Agreement is entered into as of July 1, 2008, by and between the County of Sacramento, Department of Human Assistance, hereinafter referred to as "COUNTY," and the City of Sacramento Neighborhood Services Department, hereinafter referred to as "CITY", upon the following terms and conditions.

WHEREAS, the CITY, COUNTY, and Sacramento Housing and Redevelopment Agency (SHRA) recognized the benefit of operating a program to treat the chronic street alcoholic to eliminate nuisance behavior in the community; and

WHEREAS, the Comprehensive Alcohol Treatment Center Program, hereinafter referred to as "CATC", consists of the following program elements:

1. 72-hour lockdown facility with a total of 112 beds, consisting of 80 beds dedicated to civil protective custody, 32 beds allocated to a 60-day recovery program, and up to ten (10) existing beds identified above for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Court
2. A medically supervised treatment program with in-house medical staff; and
3. Release policies that require individuals to be released either into a treatment program or to an appropriate, designated location outside of this facility; and

WHEREAS, the CATC will act as the primary receiving center for inebriates referred by Sacramento Law Enforcement Agencies. In addition, the CATC staff will have Welfare and Institutions Code 5170 powers of authority for the purpose of admitting intoxicated individuals; and

WHEREAS, the CATC will continue linkages with local alcohol and drug treatment providers; and

WHEREAS, the CITY, COUNTY and SHRA have agreed to jointly fund the operation of the CATC at 700 North 5th Street; and

WHEREAS, the SHRA portion of the funding for the operation of the CATC is addressed in a separate agreement and is not included in this MOU between the CITY and COUNTY; and

WHEREAS, the CITY's staff will request that the City Council approve a contribution for the operation of the CATC from the Non-Department budget; and

NOW THEREFORE IT IS HEREBY AGREED, by and between the parties hereto, as follows:

1. The term of the Memorandum of Understanding (MOU) shall be from July 1, 2008 through June 30, 2009.

2. The CITY agrees to contribute a portion of the annual cost for operation of the Comprehensive Alcohol Treatment Center (CATC). CITY staff will submit requests for funding on a year-by-year basis.
3. The total costs of the program are \$1,121,928 and will be allocated between the COUNTY, CITY, and SHRA. The CITY's contribution for Fiscal Year 2007/2008 is not to exceed the amount of \$708,351.
4. The COUNTY agrees to accept the CITY's contribution to fund identified program components as outlined in Exhibit "A". Amendments to the CITY's contribution to the CATC budget related to its fair share of program costs estimated above can be amended by written agreement of the CITY. The CITY's funds will be used solely to fund the outlined program activities.
5. COUNTY's subcontractor, the Volunteers of America will provide the CITY with an annual written report of the performance of the CATC, along with detailed invoices. CITY staff will transmit this report to the members of the City Council and appropriate community stakeholders (e.g., Downtown Sacramento Partnership, River District, etc.)
6. All invoices will include a detailed financial accounting for expenditure of CATC program funds during the previous fiscal year.

COUNTY of SACRAMENTO, a political
Subdivision of the State of California

CITY OF SACRAMENTO

By _____
Bruce Wagstaff, Director
Department of Human Assistance

By _____
Cassandra H. Jennings
Assistant City Manager
For: Ray Kerridge, City Manager

"COUNTY"

"CITY"

**COMPREHENSIVE ALCOHOL TREATMENT CENTER PROGRAM
SCOPE OF SERVICES**

I. SERVICE LOCATION

Comprehensive Alcoholism Treatment Center
700 North 5th Street
Sacramento, CA 95814

All administrative and program site address changes must be reported to COUNTY 90 days prior to the change.

II. PROGRAM OPERATOR

The program shall be known as the Comprehensive Alcoholism Treatment Center Program and shall be operated by the Volunteers of America (CONTRACTOR).

III. STAFFING

Center Director (1.0 FTE)
Counselors (2.35 FTE)
Licensed Vocation Nurses (1.0 FTE)
Nursing Aides (2.0 FTE)
Monitors (8.4 FTE)
Kitchen Supervisor (.71) FTE)
Cooks (4.4 FTE)
Van Driver (1.0 FTE)
Relief (1.0 FTE)

IV. DESCRIPTION OF SERVICES

A. CONTRACTOR's Comprehensive Alcoholism Treatment Center referred to, as CATC will provide shelter; food; TB screening of all new clients at intake by VOA staff; in-house recovery programs to include the Serial Inebriate Program (SIP), clothing; medical assessments; and Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) meetings exclusively to the homeless, substance abuse population.

The CATC will act as the primary receiving center for inebriates referred by Sacramento Law Enforcement Agencies. In addition, CATC outreach staff will have Welfare and Institutions Code Section 5170 powers of authority for purposes of admitting intoxicated individuals.

The CATC will be utilized as the Central Kitchen for VOA contracted programs including but not limited to the CATC, the Aid-In-Kind Program (North A Street and Bannon Street), and the Winter Shelter Program.

CONTRACTOR will provide humane and nurturing services of an immediate need and life sustaining nature to homeless alcoholic adults. CONTRACTOR will maintain a well-qualified staff experienced in working with this target population and will provide on-going staff training in CPR, first aid, disease recognition and prevention.

- B. CONTRACTOR will provide 80 beds for 72-hour civil protection hold and will insure through regular maintenance of resident dormitories a capacity for 80 functioning single person beds at all times.
- C. CONTRACTOR will provide up to 32 beds dedicated for a 60-day recovery program. CONTRACTOR will maintain and operate the 60-day, State licensed, recovery program and will maintain certified alcohol and drug counselors for oversight of this program.
- D. CONTRACTOR will provide up to ten (10) existing beds from B and C above for a 90-day treatment program for qualified Serial Inebriates referred to the CATC by the Court. Individuals placed in the CATC must successfully complete the alcohol addiction treatment program as part of their sentencing by the judicial system under Penal Code Section 647(f).
 - 1. If the individual chooses treatment, the Sacramento Police Department will transport the person from jail to the CATC.
 - 2. The individual will participate in and complete the 90-day Serial Inebriate Program for alcohol addiction, and is subject to re-arrest if he or she fails to comply with the program.
 - 3. At the end of the treatment program, the Deputy District Attorney and the Assistant Public Defender will calendar a court day for the defendant to clear any outstanding warrants or other de minimis offenses that may be pending. These offenses will be dismissed in light of the successful completion of the Serial Inebriate Program. However, there are two exceptions to this:
 - a. The court cannot waive license, registration or other DMV issues.
 - b. Cases pending against the defendant where there is known or might be victim restitution owed (pre-existing court-ordered restitution issues).
 - 4. Upon successful completion of the program, the individual will be referred to the Aid-In-Kind Program or other appropriate programs in the County's Continuum of Care for the homeless.
 - 5. Participating individuals will receive services such as, but not limited to; alcohol and other drug treatment services, daily living skills, employment training, housing assistance, budgeting and money management, and other related services.
 - 6. If the individual re-offends after successful completion of the Serial Inebriate Program, he or she will be eligible to participate in the program again.
- E. CONTRACTOR will provide professional and licensed staffing levels as required by the State of California Welfare and Institutions Code 5170. CONTRACTOR will maintain a visiting physician for 5 to 10 hours per week for medical oversight and supervision. CONTRACTOR will maintain medically trained personnel for sixteen hours a day, seven days per week coverage.
- F. CONTRACTOR will provide three nutritious meals a day, seven days per week. A dietician will review and evaluate all meals provided to participants annually to assure

that all meals will be nutritionally balanced. CONTRACTOR will maintain a professional kitchen supervisor and will maintain a clean and sanitary kitchen facility. Staff will be trained on proper food handling practices.

- G. CONTRACTOR will provide transportation to and/or from the CATC 24-hours per day, seven days per week, as needed
- H. CONTRACTOR will develop ongoing linkages with alcohol and drug treatment providers and will provide contact with the treatment programs as needed in order to facilitate placement and referral policies and practices.

V. ELIGIBLE PARTICIPANTS

Persons eligible to receive services from CONTRACTOR are homeless indigent chronic alcoholic adults who reside on the streets and other areas not intended for human habitation of downtown Sacramento and other parts of the City and County.

VI. COOPERATION

CONTRACTOR shall coordinate with other service providers who are providing support services and/or lodging for the homeless population and with agencies necessary to carry out its services in the most efficient manner possible and to enable referrals to appropriate agencies/programs.

VII RECORD-KEEPING AND REPORTING REQUIREMENTS

A. CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this Agreement. Such records include but are not limited to:

- Records providing a full description of each activity undertaken.
- Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program.
- Records required determining the eligibility of activities.
- Timesheets and payroll records of employees paid by CDBG funds.
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program.
- Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110.
- Other records necessary to document compliance with Subpart K of 24 CFR 570.
- The Service Providers Monthly Report; and
- Comprehensive Alcoholism Treatment Center Program Report.

B. CONTRACTOR shall utilize the data management system Cal Olms for clients in the 32-bed treatment program.

C. CONTRACTOR shall submit the Monthly Claim form included in Exhibit C and all monthly reporting forms by the fifteenth (15th) of each month to:

Sacramento County Department of Human Assistance
Contract Unit
2433 Marconi Avenue
Sacramento, CA 95821

D. CONTRACTOR's records will be made available upon request for inspection by the COUNTY.

E. Monthly reporting forms and the reporting requirements are subject to change. COUNTY shall notify CONTRACTOR if the Attachments to this Exhibit change and CONTRACTOR shall be required to use the new reporting forms.

F. CONTRACTOR may contact the DHA Homeless Program Planner with any questions regarding reporting procedures.

VIII. INCIDENT REPORTS

CONTRACTOR staff shall provide COUNTY with Incident Reports as indicated using the "Providers Incident Report".

IX. EVALUATION

COUNTY may at any time, evaluate this program. Adequate notice shall be given to CONTRACTOR of such action, and the CONTRACTOR shall be given opportunities to participate in the evaluation process and to respond.

X. ADDITIONAL REQUIREMENTS

CONTRACTOR shall satisfy the service requirements contained in the CDBG Scope of Work attached hereto as Attachment 1.

- The City Council-appointed Consolidated Social Service Complex Community Advisory Committee shall be designated the advisory committee for the program.
- The program activities eligible under this MOU include the following:
 - a. Personnel expenses
 - b. Capital equipment and furnishings
 - c. Program operations
 - d. Administrative expenses
 - e. Facility rent (paid to County)

RESOLUTION NO.

Adopted by the Sacramento City Council

Adopt the Memorandum of Understanding for the Funding Operations for the Comprehensive Alcohol Treatment Center

BACKGROUND

- A. The City Council approved an agreement between the City and the County of Sacramento Department of Human Assistance establishing the cooperative efforts to provide a comprehensive alcohol treatment center.
- B. A collaborative partnership which includes: the Downtown Partnership, the Sacramento Housing and Redevelopment Agency, Volunteers of America, the County of Sacramento and the City of Sacramento.
- C. A vital piece of the Community Prosecution Pilot Program in the downtown area and one of the primary programs in the Ten-Year Plan to End Chronic Homelessness.
- D. Memorandum of Understanding for fiscal year 2008/2009 will not exceed \$708,351.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

The City Manager is authorized to execute a Memorandum of Understanding with Sacramento County to fund operations at the Comprehensive Alcohol Treatment Center for fiscal year 2008/2009.