

A U T O



T E M P

**Interim Shelter/Navigation Center  
San Leandro, CA 94579**

**RELOCATION PLAN**

**Prepared for**

**The City of San Leandro  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577**

**by**

**Autotemp  
275 Reflections Drive #26  
San Ramon, CA 94583**

**May 2023**

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## **INTRODUCTION**

San Leandro is a city in Alameda County. It is located in the East Bay of the San Francisco Bay Area, located between Oakland to the northwest and Ashland to the southeast. The population was 91,008 as of the 2020 census. San Leandro is served by Interstate 880, 580 and 238 freeways connecting to other parts of the Bay Area.

The City has partnered with Building Futures with Women and Children (BFWC), a locally based nonprofit service provider during the interim service/shelter phase and co-applicant for Project Homekey 3.0 application with the City. BFWC's mission is "to build communities with underserved individuals and families, where they are safely and supportively housed, free from homelessness and domestic violence.

The City of San Leandro (City or Property Owner) will acquire the Nimitz Motel, located at 555 Lewelling Boulevard in San Leandro and retain ownership. The City is also partnering with the nonprofit housing developer Housing Consortium of the East Bay (Developer) to serve as project developer and property manager. The City will remain the property owner after acquisition. Currently the site is operated as a motel with a Chinese restaurant and tailor also on the site. The owner of the real property who is also the operator of the motel and the tailor shop has signed an acknowledgement of the voluntary nature of the acquisition and their ineligibility for relocation benefits. The Chinese restaurant will remain in place and has received a notice of non-displacement.

### **The Project**

The existing project, the Nimitz Motel is a motel consisting of 33 motel units, plus a manager's unit, located in five two-story buildings built in 1964. The site is also located near food/retail services and public transportation. The site is currently used as a motel, with one household that has occupied the site on a long-term basis along with the motel manager.

The Developer proposes the rehabilitation of the existing residential units to be used as an interim shelter and Navigation Center, and in the future, to be converted to permanent supportive housing under Homekey. Following the acquisition and relocation of the existing tenants, the City will begin immediate renovations on the

premises in its preparation for its future use as a shelter and Navigation Center upon completion.

The dwelling units which are the subject of this Relocation Program are located in the City of San Leandro and the County of Alameda. The subject property is just west of Interstate 880 south of the junction of Interstate 238. The area is generally comprised of single and multi-family residential, institutional and commercial uses. For the regional and site-specific locations, the subject property is shown at 'Project Site Maps' (**Attachment 1**).

The project will comply with all General Plan guidelines, housing element and zoning requirements of the City and be compatible with adjacent land uses. There is no foreseen negative impact on the surrounding neighborhood.

Prospective funding sources include the American Rescue Plan Act (ARPA), CDBG and potentially HOME funds; Permanent Local Housing Allocation (PLHA) grant: from the County, Homeless Housing, Assistance and Prevention/HHAP funds; City Affordable Housing Trust and General Funds; and the State of California, Department of Housing and Community Development (HCD) Homekey funds.

As a result of the Project, based upon available information, two of the existing households may be permanently displaced.

Autotemp, an experienced acquisition and relocation firm, has been selected to prepare this Relocation Plan ('Plan'), and will provide all subsequently required relocation assistance. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement housing requirements of the current Project occupants. The City will provide all subsequently required relocation assistance to the households which will be permanently displaced.

This Plan sets forth policies and procedures which would be necessary to conform to statutes and regulations established by the Federal, Uniform Relocation Act (46 U.S.C. § 4600 et seq.), its implementing regulations (49 C.F.R.) Part 24); and, the California Relocation Assistance Law, California Government Code Section 7260 et seq (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (the "Guidelines") for residential displacements and the funding

agencies' own rules and regulations, including HUD 1378. This Plan meets or exceeds the requirements of a "Model Plan" per the Guidelines.

It should be noted that, with certain narrow exceptions, Federal funds cannot be used for any "displaced person" who is an alien not lawfully present in the United States. All households will receive relocation benefits.

No mandatory displacement activities will take place prior to the required reviews and approval of this Plan.

## **RELOCATION PLAN**

This Relocation Plan has been prepared in accordance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (the 'Uniform Act'); ); and the California Relocation Assistance Law, California Government Code Section 7260 et seq (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (the "Guidelines") for residential displacements and HUD 1378.

No displacement activities will take place prior to the required reviews and approval of this Plan. In order to attain its overall development goals for the Project, it is the City's intention to provide a fair and equitable relocation program for all eligible Project displacees.

### **A. General Demographic and Housing Characteristics**

To obtain information necessary for the implementation of the Plan, interviews were conducted with the current tenants on the Project site. Inquiries made of the occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities and health problems, and preferences related to replacement housing and location.

All information of a statistical nature supplied by property management and the households was purely anecdotal in nature and not validated by documentary evidence such as will otherwise be required to comply with relocation qualifying criteria.

The standard housing density utilized provides for two (2) persons per bedroom and one person in a common living area for tenant occupied units although, this can be adjusted to include two persons in the common living area. If a family’s size is above or below these standards, then those families would be referred to appropriately sized housing. There appears to be no overcrowding in households being displaced permanently, with four adults and two children occupying the three units.

The following table represents the replacement housing needs to properly house the potential two permanently displaced households.

<b>Residential Relocation Resources (For Rent) - Units Required vs. Current Units</b>		
<b>Units by Bedroom Count</b>	<b>Current Units</b>	<b>Required Units</b>
<b>Studio/one-bedroom Apartment</b>	1	1
<b>Two-bedroom Apartment</b>	1	1
<b>All Units</b>	<b>2</b>	<b>2</b>

Relocation activities will consider individual household needs to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers, or shopping.

Relocation Assistance information and assistance will be provided in the primary language of the displaced occupants, in order to assure that all displaced occupants obtain a complete understanding of the relocation plan and eligible benefits. All of the households understand and speak English.

All households requested to remain in the area or nearby communities, although one is considering moving out of state. All of the Households rely upon public transportation. One of the households is classified as “senior”, with the head of household being 62 years of age or older, with no special needs.

Based on the information provided, one of the households is classified as “Extremely Low Income”; and one is classified as “Low Income”; When State income limits are to be used for a program, the limits in the Table are applied in determining the

household's income category in qualifying the household for one program, or another.

The 'Extremely Low' income category represents "thirty percent (30%)" of median income, by household size; the 'Very Low' income category represents "fifty percent (50%)" of median income, by household size; and, the 'Lower' income category represents "eighty percent (80%)" of median income by household size. The AMI in Alameda County is \$125,600.

One household pays no rent, as the manager of the motel. The resident who is currently paying rent pays between \$1800 and \$2400 per month in rent. This resident would not qualify to remain on site following the rehabilitation.

## **B. RELOCATION HOUSING NEEDS**

At this time, based upon available information, there may be up to two residential households that may be permanently displaced from the Nimitz Motel. The households that may be permanently displaced were interviewed, and queried regarding household size and composition, income and rental information, disabilities/health problems, and preferences related to replacement housing and location.

The interview process will be used to determine housing preferences or reported need to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers, or shopping. In addition, health needs, which will require special consideration for accessibility, and perhaps proximity to medical facilities, will be identified. The interviews were performed by relocation staff and confidentiality will be maintained.

## **C. REPLACEMENT HOUSING RESOURCES**

A resource survey will be conducted prior to any mandatory displacement to identify available comparable, decent, safe and sanitary units, which are adequate in size, and contain the required number of bedrooms for each household, in the San Leandro area. Referrals will be made to "open-market" housing. For the purposes of this Plan, a survey of the nearby area found availability of sufficient housing to accommodate prospectively displaced households, with prices ranging from \$1,550 to \$2,125 per month for a studio or one-bedroom unit; and \$1,600 to \$2,100 for a

two-bedroom unit. The following units were identified as potential replacement dwellings:

Address	Bed	Bath	Rent
1675 Hays Street San Leandro	1	1	\$1,935
1319 159th Avenue, San Leandro	1	1	\$2,125
2795 San Leandro Blvd. San Leandro	0	1	\$1,960
1600 162nd Av. San Leandro	1	1	\$1,850
180 Joaquin Av. San Leandro	0	1	\$1,500
14550 E. 14th St. San Leandro	1	1	\$1,895
483 Joaquin Av. San Leandro	1	1	\$1,895
143rd Av, San Leandro	0	1	\$1,550
1196 Victoria Av	2	1.25	\$1,600
1693 Mon Ave. San Leandro	2	1.5	\$1,750
398 Parrott St San Leandro	2	1.5	\$1,785
150 Haas Avenue, San Leandro	2	1	\$2,100
184 Callan Ave. San Leandro	2	1.5	\$2,100

Because of their location, amenities and accessibility of the off-site units, meet both the location and accessibility needs of the permanently displaced households.

#### **D. CONCURRENT RESIDENTIAL DISPLACEMENT**

Based on the needs of the Project, there is no concurrent displacement, either by The City, Developer or others, which may impact upon the ability to relocate the Project occupants, based upon the findings of the housing resource study.

#### **E. TEMPORARY HOUSING**

There is no anticipated need for temporary housing for those households being permanently displaced. Should such a need arise, The City and Developer will respond appropriately, and in conformance with all applicable laws and requirements.

#### **F. PROGRAM ASSURANCES AND STANDARDS**

There shall be adequate funds budgeted to relocate all households; permanent or, temporary. All displacement and re-housing services will be provided to ensure that displacement does not result in different, or separate treatment of households based



on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any otherwise arbitrary, or unlawful discrimination.

No household will be permanently displaced without a minimum Ninety (90)-days' notice and unless "comparable" replacement housing can be located. "Comparable" housing includes standards such as: decent, safe, and sanitary (as defined in the Guidelines); comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit to be vacated, but *not* lesser in rooms or living space than necessary to accommodate the displaced household; in an area that does not have unreasonable environmental conditions; and, not generally less desirable than the acquired unit with respect to location to schools, employment, health and medical facilities, and other public and commercial facilities and services.

All households received a General Information Notice (see Attachment 3), which was hand delivered on or about March 30, 2022 and will receive a minimum of a 90 day notice prior to their need to move. No household will be economically displaced, as they will be provided benefits pursuant to the Guidelines.

## **G. RELOCATION ASSISTANCE PROGRAM**

Autotemp staff is available to assist the permanently displaced tenants with questions regarding relocation and/or assistance in relocating. Relocation staff, Raj Virk can be contacted **Toll-free** at **888.202.9195** from 8:30 a.m. to 6:00 p.m., Monday through Friday and also available on-site by appointment. The Relocation Office is located at **275 Reflections Drive #26, San Ramon, CA 94583**.

A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the households being displaced. Close contact will be maintained with each household. Specific activities will:

1. Fully inform eligible project occupants of the nature of, and procedures for, obtaining relocation assistance and benefits along with the Distribution of an informational statement. **Attachment 3** contains a

sample of the informational notice that will be given to the permanently displaced households.

2. Determine the needs of each residential displacee eligible for assistance;
3. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, sexual orientation, marital status or other arbitrary circumstances;
4. Assist each eligible person to complete applications for benefits;
5. Make relocation benefit payments in accordance with the Guidelines, where applicable;
6. Inform all persons subject to displacement of The Developer's policies with regard to eviction and property management; and,
7. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of The Developer's decisions with respect to relocation assistance.

Because of the nature of a permanent displacement, the following services will be provided to these households, in addition to those outlined above:

1. Timely referrals to at least three comparable replacement units as defined above and, if necessary, transportation will be provided to inspect potential replacement units.
2. Provision of current and continuously-updated information concerning replacement housing opportunities.

#### **H. CITIZEN PARTICIPATION**

The Developer will ensure the following:

1. Full and timely access to documents relevant to the relocation program;

2. Provision of technical assistance necessary to interpret elements of the relocation program and other pertinent materials;
3. A general notice and a copy of the Plan will be provided to all displacees impacted by proposed project. This Plan will be made available for circulation for information and review by interested citizen groups, state and county agencies, and all persons affected by the project.
4. In lieu of a Relocation Committee, resident meetings will be held with the residents to promote education and understanding of the relocation program. Residents may form a Relocation Committee at any time they so choose.
5. The Plan will be reviewed to ensure that it is feasible; and complies with locally-adopted rules and regulations governing relocation.

## **I. RELOCATION BENEFIT CATEGORIES**

Benefits will be provided in accordance with URA, the CRAL, the Guidelines, and all other applicable regulations and requirements. Benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. The City will provide appropriate benefits for any eligible household as required by the above laws and requirements.

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displaced households. In the course of personal interviews and follow-up visits, each displaced household will be counseled as to available options and the consequences of any choice with respect to financial assistance.

### **Residential Moving Expense Payments**

Any, and all eligible displaced households will be eligible to receive a payment for moving expenses. The payment will be made based upon *either* a fixed room-count schedule; or, an invoice for actual reasonable moving expenses from a licensed professional mover.

Moving expenses will be based on one of the following options:

**Fixed Payment** – A fixed payment for moving expenses based on the number of rooms containing furniture or other personal property to be moved. The fixed moving payment will be based upon the most recent Federal Highway Administration (FHA) schedule maintained by the California Department of Transportation, as indicated in **Attachment 3**.

- Or -

**Actual Reasonable Moving Expense Payments** – The displaced tenants may elect to have a licensed, professional mover perform the move; if so, The City will pay for the actual cost of the move as follows. The payment will be made directly to the mover or as reimbursement to the displaced tenant, and may include:

- (a) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless The Developer determines that relocation beyond 50 miles is justified.
- (b) Packing, crating, unpacking, and uncrating of the personal property.
- (c) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
- (d) Storage of the personal property for a period not to exceed 12 months, unless The City or Developer determines that a longer period is necessary.
- (e) Insurance for the replacement value of the property in connection with the move and necessary storage.
- (f) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the

displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

- (g) Other moving-related expenses that are *not* listed as ineligible under § 24.301(h), as the City or Developer determines to be reasonable and necessary.

### **Rental Assistance/Down Payment Assistance**

For permanent residential displacee households – *except* in the case of ‘Last Resort Housing’ situations, as defined below – a Rental Assistance Payment (RAP) will be limited to a maximum of seven thousand two hundred dollars (\$7,200.00), based upon the households monthly housing need over a forty-two (42) month period. In addition, such tenants may opt to apply the amount to which they are entitled toward the purchase of a replacement unit.

If the displaced person was paying little or no rent, the base rent will be calculated on the amount they would have to pay for a similar dwelling in a comparable area.

### **Last Resort Housing**

Based on a housing resource survey which was conducted concurrent with the preparation of this Plan, it would appear that an adequate number of “comparable replacement housing” units would be available – *if* the time of displacement were imminent – to meet the needs of any displaced tenants *however*, a combination of factors – including the income level of the particular project occupant; the project rent; and, the prospectively higher cost of replacement units – may create the need for a ‘Last Resort Housing Payment’.

“Last Resort Housing” payments are authorized by statute if affordable “comparable replacement housing” cannot be located for the displaced tenant household (i.e., housing renting for not more than 30% of the household’s gross monthly income). In such an instance, payments may be made beyond the \$7,200.00 statutory cap, up to forty-two (42) months’ worth of rental assistance. Any supplemental increment beyond \$7,200.00 *may* be paid in installments or, a lump sum, at The City’s discretion.

### **Down-payment Assistance Payment to Tenants who Purchase**

Residential tenants who are otherwise eligible to receive the Rental Assistance Payment described above may choose to receive a lump sum payment equal to forty-two (42) months of rental subsidy (including Last Resort Housing benefits) to purchase a new home.

#### **J. PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits must be filed with the Developer within eighteen (18) months from:

- The date the claimant moves from the acquired property; **or**,
- The date on which final payment for the acquisition of real property is made, whichever is later.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance.
2. Assistance amounts will be determined in accordance with the provisions of Relocation Law and guidelines, as may be applicable.
3. Required claim forms will be prepared by relocation personnel in conjunction with claimant(s). Signed claims and supporting documentation will be submitted by relocation personnel to the City.
4. The City will review, and approve claims for payment, or request additional information.
5. The City will issue benefit checks which will be delivered to the household, unless circumstances dictate otherwise.

7. Final payments will be issued after confirmation that the Project area premises have been completely vacated, and actual residency at the replacement unit is verified.
8. Receipts of payment will be obtained and maintained in the relocation case file.

No household will be displaced until “comparable” housing is located as defined above. Relocation staff will inspect any replacement units to which referrals are made to verify that they meet all the standards of decent, safe, and sanitary as defined in Section 24.2 (a) (8) of the Uniform Act.

No household will be entitled to a rental assistance or replacement housing payment if it chooses to move to a replacement unit which does not meet the standards of decent, safe, and sanitary housing.

#### **K. RELOCATION TAX CONSEQUENCES**

In *general*, relocation payments are *not* considered income for the purpose of the Internal Revenue Code of 1986, or the Personal Income Tax Law, Part 10, of the Revenue and Taxation Code. The above statement on tax consequences *is not* intended to be provision of tax advice by the Developer, the City, their Agents, Consultants or, Assigns. Displacees are encouraged to consult with their own, independent tax advisors concerning the tax consequences of relocation payments.

#### **L. APPEALS POLICY**

The appeals policy and grievance procedure will follow the standards described in Attachment 4. Briefly stated, the displaced tenants will have the right to ask for review when there is a complaint regarding any of their rights to relocation and relocation assistance, such as a determination as to eligibility, the amount of payment, or the failure to provide a comparable replacement housing referral. The hearing officer, Avalon Schultz, Assistant Community Development Director, is an employee of the City who is outside the decision process. Ms. Schultz can be contacted 835 East 14<sup>th</sup> Street, San Leandro, CA 94577; 510.577.3433; or [Aschultz@sanleandro.org](mailto:Aschultz@sanleandro.org). Any displaced person has the right to contact HCD for the purpose of an appeal or grievance and those further details are found in attachment 4

## **M. EVICTION POLICY**

Eviction by the City and Developer is permissible only as a last alternative. With the exception of persons considered to be in unlawful occupancy, a displaced person's eviction does not affect eligibility for relocation assistance and benefits. Relocation records must be documented to reflect the specific circumstances surrounding the eviction.

Eviction may be undertaken only for one or more of the following reasons:

1. Failure to pay rent, except in those cases where the failure to pay is due to the Lessor's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation or substantial interruption of services;
2. Performance of a dangerous, and/or illegal act in the unit by tenant, tenant's guest(s) and/or invitee(s) or any combination thereof;
3. A material breach of the rental agreement and failure to correct breach within 30 days of notice;
4. Maintenance of a nuisance, and failure to abate within a reasonable time following notice;
5. Refusal to accept one of a reasonable number of offers of replacement dwellings;
6. A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the public entity.

## **N. PROJECTED DATES OF DISPLACEMENT**

Displaced households will receive a minimum of a Ninety (90)-day Notice-to-Vacate. This notice will be issued on or about June 15, 2023 for those households being permanently displaced.



**O. ESTIMATED RELOCATION COSTS**

The Developer pledges to appropriate the necessary funds, on a timely basis, to ensure the successful completion of the project using State and Federal funding including ARPA, CDBG, HOME, PLHA, HHAP funds along with HCD Homekey funding. Any and all required financial assistance will be provided. The anticipated budget for relocation benefits including implementation services and oversight is as follows:

<u>Permanent Relocation -2 Households</u>	
Rental Assistance	\$ 90,000.00
Moving Assistance	\$ 4,000.00
Relocation Services	\$ 16,500.00
Contingency	\$ 11,500.00
Total	\$ 122,000.00

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## TABLE OF ATTACHMENTS

- Attachment 1:** Project Site Maps
- Attachment 2:** General Information Notice
- Attachment 3:** Sample Informational Statement – Residential Occupants
- Attachment 4:** Grievance Procedure

## ATTACHMENT 1: PROJECT SITE MAPS

Figure 1. Regional Site Location

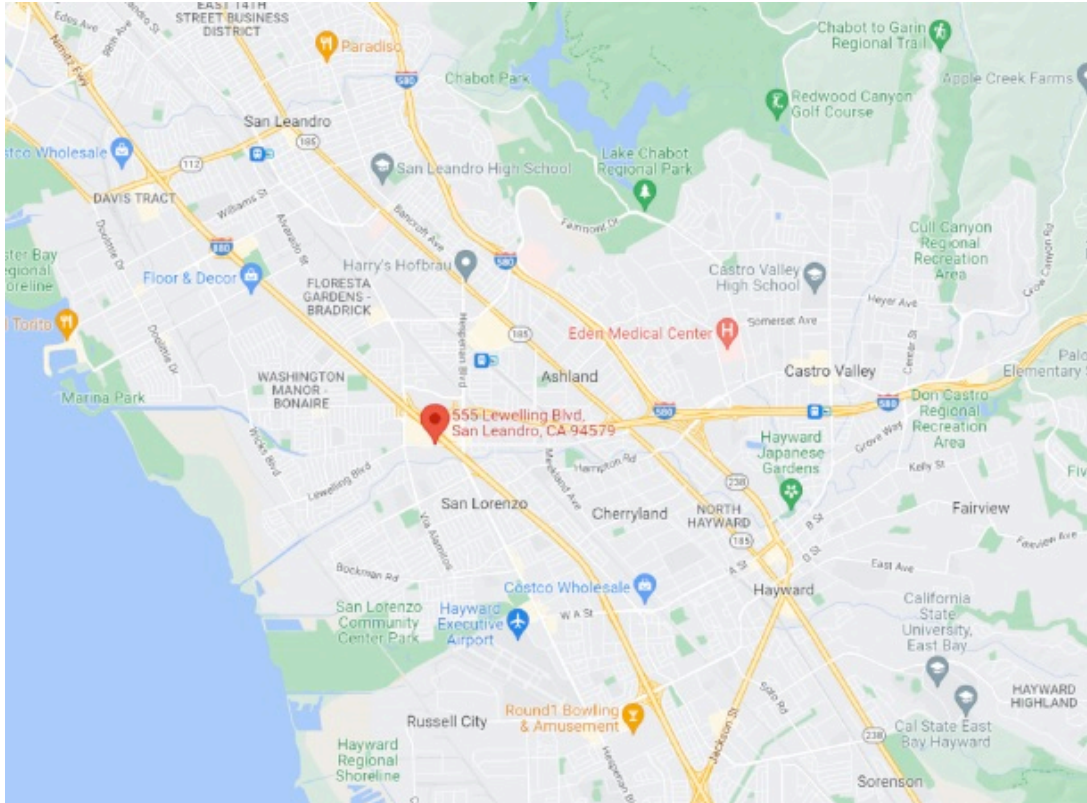


Figure 2. Site-specific Location

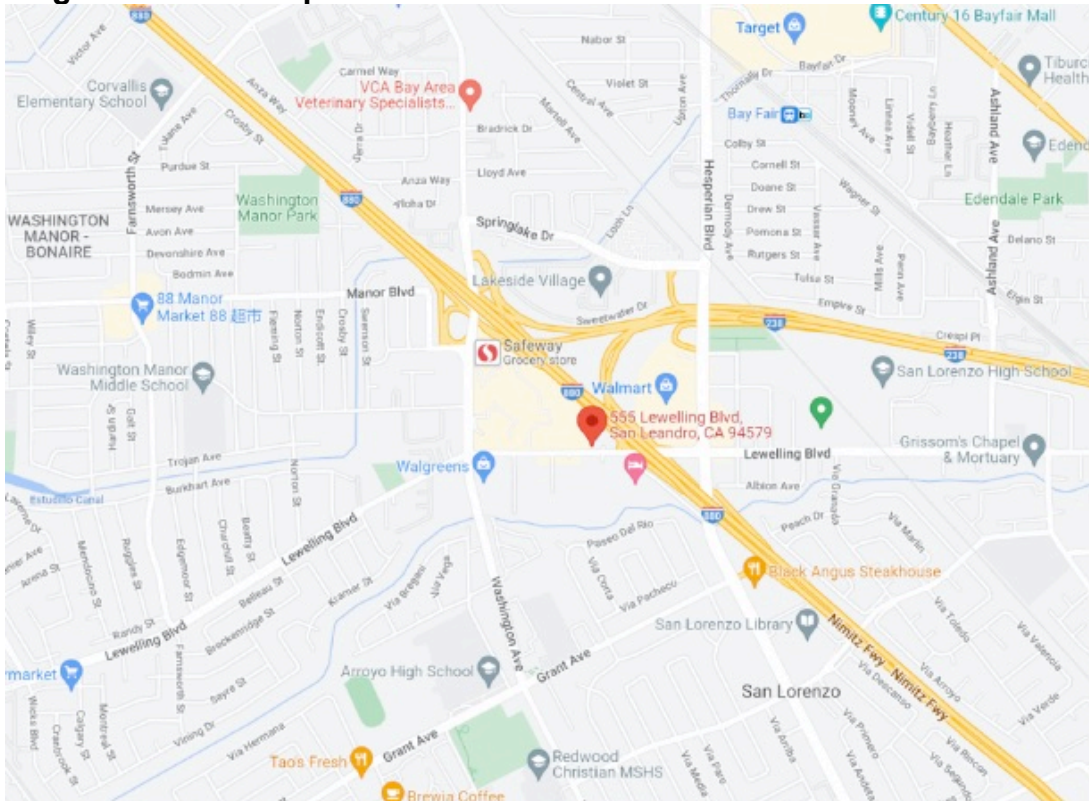


Figure 3. overhead view

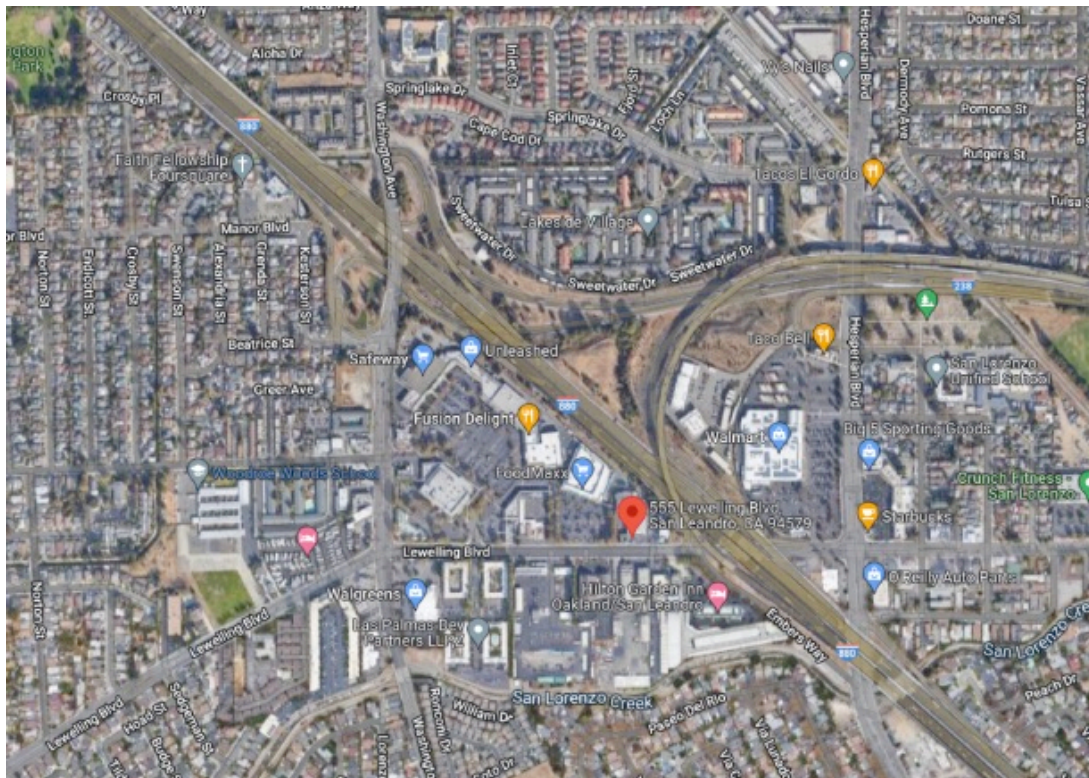


Figure 4. street view



**ATTACHMENT 2**  
**General Information Notice**

City of San Leandro

Civic Center, 835 E. 14th Street  
San Leandro, California 94577  
www.sanleandro.org



**General Information Notice**

March 30, 2022

████████████████████  
555 Lewelling Blvd, Room 116  
San Leandro, CA 94579

Dear Occupants:

The City of San Leandro (“City”) proposes to undertake the acquisition and rehabilitation of the property you currently occupy, or recently occupied, at the **Nimitz Motel, in San Leandro**. This notice is to inform you of your rights under Federal and or State law. If you are displaced for the Project, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, or section 7260 et. sec of the California Government Code. **However, you do not have to move now if you are still residing in the Nimitz Motel. This is not a notice to vacate the premises or a notice of relocation eligibility.**

The City has retained the professional firm of **Autotemp** to assist in the relocation process. In order to assess and better plan for the relocation needs of possible displaced households in the Project, the City is preparing a Relocation Plan. In order to prepare this relocation plan, Autotemp staff will need to conduct an interview with you in order to assess your relocation needs. **Autotemp will be out in the neighborhood beginning April 4, 2022, and will be trying to contact you then.** If you want to make an appointment that is convenient for you, please contact Raj Virk of Autotemp at 888.202.9195 ext: 16 or Raj@autotempservices.com.

You should continue to pay your rent to your landlord because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. You are not being asked to move. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

If you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days advance written notice of the date you will be required to move. You would also receive a payment for moving expenses and may be eligible for financial assistance to help you rent or buy a replacement dwelling.

Pauline Russo Cutter, Mayor

City Council:

Victor Aguilar, Jr.  
Deborah Cox

Bryan Azevedo  
Corina N. López

Peter Ballew  
Fred Simon



General Information Notice – Armstrong  
March 30, 2022  
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Again, this is not a notice to vacate if you currently reside in the Nimitz Motel and does not establish eligibility for relocation payments or other relocation assistance.

If you have any questions about this or any other relocation issues, please contact Raj Virk of Autotemp at 888.202.9195 ext: 16 or Raj@autotempservices.com.

Sincerely,



**Tom Liao**  
**Community Development Director**  
**City of San Leandro Community Development Dept.**  
**tliao@sanleandro.org or 510-577-6003**

\_\_\_\_\_

Delivered on/by: \_\_\_\_\_/\_\_\_\_\_

*Received by*

X \_\_\_\_\_

Posted on/by: \_\_\_\_\_/\_\_\_\_\_

*Recipient's Signature*

\_\_\_\_\_

Mailed/receipt received on: \_\_\_\_\_/\_\_\_\_\_

*Date*



**ATTACHMENT 3:**

**Informational Statement for Families and Individuals**

**1. GENERAL INFORMATION**

The City of San Leandro (the “Developer”) intends to convert the dwelling in which you now live into an affordable housing development. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don’t provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The Developer has retained the professional firm of **Autotemp** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is:

**Autotemp  
275 Reflections Drive #26  
San Ramon, CA 94583  
Telephone: 888.202.9195**

**PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING.** However, if you desire to move sooner than required, you must contact your representative with Autotemp so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Developer’s relocation assistance program.

**Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive.**

**2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING**

The Developer, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation consultant will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

**3. MOVING BENEFITS**

If you must move as a result of displacement by the Developer, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

**A. Fixed Moving Payment**

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Developer, and ranges, for example, from \$510.00 for one furnished room to \$2,690.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation representative will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and The Developer will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-up, credit check and other related moving fees.

<b>FIXED MOVING SCHEDULE - CALIFORNIA (effective 8/2021)</b>	
<b>Occupant owns furniture</b> Excludes bathrooms, Closets and Hallways	
1 room	\$780.00
2 rooms	\$1,000.00
3 rooms	\$1,250.00
4 rooms	\$1,475.00
5 rooms	\$1,790.00
6 rooms	\$2,065.00
7 rooms	\$2,380.00
8 rooms	\$2,690.00
each additional room	\$285.00
<b>Occupant does NOT own furniture</b>	
1 room	\$510.00
each additional room	\$100.00

**B. Actual Moving Expense (Professional Move)**

If you wish to engage the services of a licensed commercial mover and have The Developer pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a “mover” scope of services for The Developer’s approval.

**4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS**

You may be eligible for a payment of up to \$7,200.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

A. **Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

**5. SECTION 8 TENANTS**

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation representative will provide counseling and other advisory services along with moving benefits.

**6. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS**

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
  - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
  - b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with The Developer **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

## **7. LAST RESORT HOUSING ASSISTANCE**

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, The Developer will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

## **8. EVICTIONS**

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property will be required to move without having been provided with at least 90 days written notice from The Developer. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or

- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **9. APPEAL PROCEDURES - GRIEVANCE**

Any person aggrieved by a determination as to eligibility for a relocation payment, or the amount of a payment, may have the claim reviewed or reconsidered in accordance with The Developer's appeals procedure. Complete details on appeal procedures are available upon request from The Developer.

## **10. TAX STATUS OF RELOCATION BENEFITS**

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

*(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)*

## **11. NON-DISCRIMINATION AND FAIR HOUSING**

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under The Developer's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact The Developer.

## **12. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE**

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative at Autotemp.

## ATTACHMENT 4 Appeals Policy/Grievance Procedure

### 6150. Purpose.

The purpose of this grievance procedure is to set forth the appeals process from the City's determinations as to eligibility, the amount of payment, and for processing appeals from persons aggrieved by The City's failure to refer them to comparable permanent or adequate temporary replacement housing.

### 6152. Right of Review.

(a) Any complainant; that is any person who believes himself aggrieved by a determination as to eligibility, the amount of payment, the failure of the City to provide comparable permanent or adequate temporary replacement housing or the City's property management practices may, at his election, have his claim reviewed and reconsidered by the City (other than the person who made the determination in question) in accordance with the procedures set forth in this article, as supplemented by the procedures the City shall establish for such review and reconsideration.

(b) A person or organization directly affected by the relocation plan may petition the Department of Housing and Community Development ("Department") to review the final relocation plan of the City to determine if the plan is in compliance with state laws and guidelines or review the implementation of a relocation plan to determine if the City is acting in compliance with its relocation plan. Review undertaken by the Department under this section shall be in accordance with the provisions of sections 6158 and may be informal. Before conducting an investigation, the Department should attempt to constrain disputes between parties. Failure to petition the Department shall not limit a complainant's right to seek judicial review. The Department can be petitioned through the following address:

Department of Housing and Community Development (Department),  
Legal Affairs Division  
2020 West El Camino Avenue  
Sacramento, CA 95833  
916.263.2769

(c) If a relocation appeals board has been established pursuant to Section 33417.5 of the Health and Safety Code, a city by ordinance may designate the board to hear appeals from local public entities which do not have an appeal process. In the absence of such an ordinance, public entities shall establish procedures to implement the provisions of this Article.

(d) The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to the city, directly to the Department or directly to the Court.

**6154. Notification to Complainant.** If the City denies or refuses to consider a claim, the City's notification to the complainant of its determination shall inform the complainant of its reasons and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English in accordance with section 6046.

**6156. Stages of Review by the City.**

(a) Request for Further Written Information. A complainant may request the City to provide him with a full written explanation of its determination and the basis therefore, if he feels that the explanation accompanying the payment of the claim or notice of the entity's determination was incorrect or inadequate. The City shall provide such an explanation to the complainant within three weeks of its receipt of his request.

(b) Informal Oral Presentation. A complainant may request an informal oral presentation before seeking formal review and reconsideration. A request for an informal oral presentation shall be filed within the period described in subsection (d) of this section, and within 15 days of the request the City shall afford the complainant the opportunity to make such presentation. The complainant may be represented by an attorney or other person of his choosing. This oral presentation shall enable the complainant to discuss the claim with the head of the City or a designee (other than the person who made the initial determination) having authority to revise the initial determination on the claim. The City shall make a summary of the matters discussed in the oral presentation to be included as part of its file. The right to formal review and reconsideration shall not be conditioned upon requesting an oral presentation.

(c) Written Request for Review and Reconsideration. At any time within the period described in subsection (d) a complainant may file a written request for formal review and reconsideration. The complainant may include in the request for review any statement of fact within the complainant's knowledge or belief or other material which may have a bearing on the appeal. If the complainant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefor, the complainant's request should be granted.

(d) Time Limit for Requesting Review. A complainant desiring either an informal oral presentation or seeking a formal review and reconsideration shall make a request to the City within eighteen months following the date he moves from the property or the date he receives final compensation for the property, whichever is later.

**6158. Formal Review and Reconsideration by the City.**

(a) General. The City shall consider the request for review and shall decide whether a modification of its initial determination is necessary. This review shall be conducted by the head of the City or an authorized, impartial designee. (The designee may be a committee). A designee shall have the authority to revise the initial determination or the determination of a previous oral presentation. The City shall consider every aggrieved person's complaint regardless of form, and shall, if necessary provide assistance to the claimant in preparing the written claim. When a claimant seeks review, the City shall inform him that he has the right to be represented by an attorney, to present his case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he has exhausted administrative appeal.

(b) Scope of Review. The City shall review and reconsider its initial determination of the claimant's case in light of:

- (1) All material upon which the City based its original determination including all applicable rules and regulations, except that no evidence shall be relied upon where a claimant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness.
- (2) The reasons given by the claimant for requesting review and reconsideration of the claim.
- (3) Any additional written or relevant documentary material submitted by the claimant.
- (4) Any further information which the City in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

(c) Determination on Review by the City.

- (1) The determination on review by the City shall include, but is not limited to:
  - (A) The City's decision on reconsideration of the claim.
  - (B) The factual and legal basis upon which the decision rests, including any pertinent explanation or rationale.
  - (C) A statement to the claimant of the right to further administrative appeal, if the City has such an appeal structure, or if not, a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought.

(2) The determination shall be in writing with a copy provided to the claimant.

(d) Time Limits.

- (1) The City shall issue its determination of review as soon as possible but no later than 6 weeks from receipt of the last material submitted for consideration by the claimant or the date of the hearing, whichever is later.
- (2) In the case of complaints dismissed for untimeliness or for any other reason not based on the merits of the claim, the City shall furnish a written statement to the claimant stating the reason for the dismissal of the claim as soon as possible but not later than 2 weeks from receipt of the last material submitted by the claimant or the date of the hearing, whichever is later.

**6160. Refusals to Waive Time Limitation.** Whenever the City rejects a request by a claimant for a waiver of the time limits provided in section 6088, a claimant may file a written request for review of this decision in accordance with the procedures set forth in sections 6156 and 6158, except that such written request for review shall be filed within 90 days of the claimant's receipt of the City's determination.

**6162. Extension of Time Limits.** The time limits specified in section 6156 may be extended for good cause by the City.



- 6164. Recommendations by Third Party.** Upon agreement between the claimant and the City, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the head of the City for its final determination. In reviewing the claim and making recommendations to the City, the third party or parties shall be guided by the provisions of this Article.
- 6166. Review of Files by Claimant.** Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, the City shall permit the claimant to inspect all files and records bearing upon his claim or the prosecution of the claimant's grievance. If a claimant is improperly denied access to any relevant material bearing on the claim, such material may not be relied upon in reviewing the initial determination.
- 6168. Effect of Determination on Other Persons.** The principles established in all determinations by the City shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.
- 6170. Right to Counsel.** Any aggrieved party has a right to representation by legal or other counsel at his expense at any and all stages of the proceedings set forth in these sections.
- 6172. Stay of Displacement Pending Review.** If a complainant seeks to prevent displacement, the City shall not require the complainant to move until at least 20 days after it has made a determination and the complainant has had an opportunity to seek judicial review. In all cases the City shall notify the complainant in writing 20 days prior to the proposed new date of displacement.
- 6174. Joint Complainants.** Where more than one person is aggrieved by the failure of the City to refer them to comparable permanent or adequate temporary replacement housing the complainants may join in filing a single written request for review. A determination shall be made by the City for each of the complainants.
- 6176. Judicial Review.** Nothing in this Article shall in any way preclude or limit a claimant from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available under this Article.