

**REDEVELOPMENT AGENCY  
AND THE CITY OF OAKLAND**  
*AGENDA REPORT*

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND  
2008 MAY 15 PM 1:39

**To:** Office of the City Administrator  
**Attn:** Deborah Edgerly  
**From:** Community and Economic Development Agency  
**Date:** May 27, 2008

**Re: City and Agency Resolutions Approving The Residential Relocation Plan For  
The Pacific Renaissance Plaza Residential Project**

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**SUMMARY**

CEDA staff recommends that the City and Redevelopment Agency adopt resolutions approving the Residential Relocation Plan for Pacific Renaissance Plaza Residential 2 (the "Relocation Plan") in connection with the sale of 50 condominium units as affordable ownership housing, of which 16 are currently occupied by tenants. The sale is being conducted by an affiliate of the East Bay Asian Local Development Corporation ("EBALDC") pursuant to the recent settlement of a lawsuit concerning that development, to which the City and Agency were parties. The tenant occupants of 15 of the 16 occupied units, who are renting those units at market rents on a month-to-month basis, must be relocated (one is a special circumstance). City and Agency approval of the Relocation Plan, Attachment A, is needed to comply with California relocation law.

**FISCAL IMPACT**

There is no cost for approval of the Relocation Plan; however, a delay in approval would be a negative impact in that it would delay reimbursement to the City of approximately \$4 million for legal fees from the litigation. That reimbursement, to come from unit sales proceeds, was one of the terms of the settlement agreement. Approval of the Plan does not require the City or Agency to pay for relocation expenses; those expenses will be paid by EBALDC's affiliate and will be covered by sales proceeds.

**BACKGROUND**

California relocation law requires that public agencies adopt a written plan for the relocation of residential households displaced by government activity. Because the City and the Agency were parties to the lawsuit, and the sale of the units and the displacement of the existing tenants is a term of the settlement of that lawsuit, the requirements of relocation law are triggered.

Under the terms of the settlement of the lawsuit between the City, the Agency, and the low income former tenants of Pacific Renaissance Plaza on one hand and the owners of Pacific

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Renaissance Plaza on the other, PacRen Affordable Sales, LLC (“PacRen”), an affiliate of EBALDC, purchased 50 formerly-affordable Pacific Renaissance residential units from the owner. Also under the settlement, the City and the Agency entered into an Affordable Housing Agreement with the former tenants and PacRen. The Affordable Housing Agreement requires PacRen to rehabilitate those units and sell them at a restricted price to eligible households earning no more than 100% of area median income. The current tenants would be given a right of first refusal to purchase their units at the restricted price. One unit occupied by a low income tenant who was party to the lawsuit would not be immediately sold but would be subject to a lifetime lease for that tenant.

The Affordable Housing Agreement provides that PacRen is solely responsible for the relocation of existing tenants displaced by the sales, including the payment of relocation benefits. The Agreement requires PacRen to retain a relocation consultant to survey tenants and develop a relocation plan for City/Agency approval.

PacRen subsequently contracted with Overland, Pacific, & Cutler, Inc. (“Overland”), an Oakland-based relocation consultant, to handle the relocation. Overland conducted a relocation survey of the current tenants and has prepared the draft Relocation Plan attached to this staff report.

The Relocation Plan summarizes the results of the survey of current tenants, including income and rents. The Plan calls for the payment of relocation benefits and the provision of advisory assistance to displacees as required under state relocation statutes and regulations. The Plan sets forth an appeals process, whereby a displacee may appeal a determination by PacRen as to eligibility or entitlement to benefits to the City, first through an informal grievance process before CEDA management staff, and second through a formal appeals hearing before the Housing, Residential Rent, and Relocation Board (which acts as the City’s relocation appeals board).

## **KEY ISSUES AND IMPACTS**

Approval of the Relocation Plan is necessary for the sales of the affordable units to proceed. Under the Affordable Housing Agreement, the City will be reimbursed its legal fees in the lawsuit (approximately \$4 million) from unit sales proceeds. Once the City is reimbursed for its legal fees, up to \$4.25 million, the remaining sales proceeds will be used to cover PacRen development costs including relocation costs.

## **PROJECT DESCRIPTION**

The Relocation Plan is a specific document required by California relocation law. The Plan formalizes the efforts planned to relocate occupants displaced by the sale of the Pacific Renaissance units under the settlement of the lawsuit.

This report and resolutions relate only to the Relocation Plan, not to the Pacific Renaissance project itself.

### **SUSTAINABLE OPPORTUNITIES**

Sustainable development guidelines are not directly related in this case, where the objective is formal approval of a legally-required plan. That approval is needed to implement the lawsuit settlement and the Affordable Housing Agreement, which in turn allows the following opportunities for the City:

**Economic:** Sale of the units will add 50 units of long-term affordable homeownership units to the Downtown Oakland market. The 50 units will be sold at below-market prices and will remain affordable for a minimum of 45 years.

**Environmental:** There are no anticipated environmental impacts in this project because the building was completed fifteen years ago. The building is located near BART and many local bus lines, thereby minimizing the need for increased automobile use.

**Social Equity:** PacRen will be responsible for providing each current tenant with the relocation benefits and assistance that the tenant is entitled to under the law. Additionally, the tenant has the first right of refusal to purchase the unit that they are currently living in. Tenants that choose not to stay are assured of receiving comparable housing.

### **DISABILITY AND SENIOR CITIZEN ACCESS**

This action has no effect on accessibility at the Pacific Renaissance. Accessibility requirements originally in place at the development will continue to be followed.

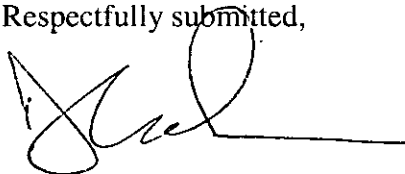
**RECOMMENDATION(S) AND RATIONALE**

Staff recommends approval of the Relocation Plan to provide the state-required framework for relocation.

**ACTION REQUESTED OF THE CITY COUNCIL AND REDEVELOPMENT AGENCY**

Staff requests that the City Council and Redevelopment Agency approve the resolutions attached to this report adopting the Residential Relocation Plan for Pacific Renaissance Plaza Residential 2.

Respectfully submitted,



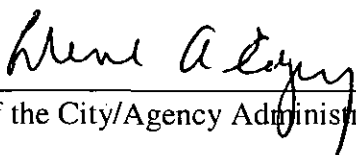
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Dan Lindheim  
Director, Community and Economic  
Development Agency

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Prepared by:  
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Housing & Community Development Division

APPROVED AND FORWARDED TO THE  
COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:



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Office of the City/Agency Administrator

Attachment A: Relocation Plan

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May 27, 2008



## **RELOCATION PLAN**

**'Pacific Renaissance Plaza Residential 2'  
989 Webster Street  
Oakland, California 94607-4284**

**for**

**'East Bay Asian Local Development Corporation'  
and  
'PacRen Affordable Sales, LLC'  
310 8<sup>th</sup> Street, #200  
Oakland, CA 94607-6526**

**by**

**Overland, Pacific & Cutler, Inc.  
7900 Oakport Street, Suite 4800  
Oakland, CA 94621-2089**

**Ph. 510.638.3081**

**March, 2008**

## **INTRODUCTION**

The 'East Bay Asian Local Development Corporation (EBALDC)', through 'PacRen Affordable Sales, LLC' (PacRen) has proposed the redevelopment of the 'Pacific Renaissance Plaza Residential 2' apartments (the 'Project') from a rental tenure format to one of condominium ownership.

EBALDC is a community development corporation that develops affordable housing and other community facilities with integrated services focused on tenants and neighborhood residents, with an emphasis on Asian, and Pacific Islander communities, and the diverse low income populations of the East Bay area, generally.

EBALDC was created around the prospect of buying and preserving a beautiful, but deteriorated warehouse in Oakland's Chinatown. That warehouse became the 'Asian Resource Center', a multi-service facility to house social services and businesses. The Asian Resource Center is home to EBALDC, various non-profit agencies, retail businesses, medical facilities, school district classes, and the Asian Resource Art Gallery.

Since 1975, EBALDC community development efforts have included development of: over nine hundred (>900) affordable apartments and townhouses in thirteen (13) developments, of which five (5) are historic structures; ninety-seven (97) first-time home ownership units; and, two hundred thirty thousand square feet (230,000 sq. ft.) of space for community organizations, including space for non-profit organizations, resident services, childcare and small businesses.

In 1999, EBALDC created the Neighborhood and Economic Development (NED) Department. The NED is dedicated to empowering diverse, low-income individuals, families, businesses and community organizations by mobilizing resources and facilitating collaborations; its programs are: Asset Development, Neighborhood Revitalization and, Community Planning.

EBALDC is a certified Community Housing Development Organization (CHDO) in Alameda and Contra Costa Counties, and has won multiple awards for excellence in architectural design.

## **Description of The Project**

The Pacific Renaissance Plaza was completed in 1992. In addition to the commercial and other non-residential uses, the Project was approved under the Map Act for two hundred fifty (250) condominium units on two air-rights parcels. The "Residential 2 Parcel" contained fifty (50) of these condominiums, and these units were set aside as income-restricted rental units for a period of ten (10) years per a loan agreement with the City of Oakland. The original developer had intended to sell these units as market-rate condominiums at the conclusion of the ten-year restricted period.

In 2002, the ten year restriction expired, and the owner – working under the name of 'International Hotelier Management Corporation' (or, 'IHMC') – presented all of the tenants with eviction notices in order to prepare the units for sale. As a result of the mass evictions and an investigation into IHMC's compliance with the City's original loan agreement, a group of tenant-advocacy organizations and the City of Oakland filed suit against IHMC. As part of the settlement of that lawsuit, EBALDC, through its affiliate 'PacRen Affordable Sales, LLC' (PacRen), agreed to acquire, rehabilitate, and convert the Residential 2 Parcel apartments into below market-rate condominiums for sale to households below 100 percent of Area Median Income.

On December 05, 2007, PacRen Affordable Sales, LLC, waived its previously adopted contingencies and, closed escrow on its ownership December 19, 2007. 'PacRen Affordable Sales, LLC' has, in turn, retained the East Bay Area Local Development Corporation to assume the management of the 50 residential units comprising the Residential 2 Parcel.

On January 10, 2008, a General Information Notice/Notice of Non-displacement was mailed to the residents of Pacific Renaissance Plaza, advising of an informational meeting to be held January 16, 2008, at the Asian Resource Center on 8<sup>th</sup> Street, in Oakland; that informational meeting was held, as was a second informational meeting one (1) week later on January 23, 2008. (See: **ATTACHMENT 1: GENERAL INFORMATION NOTICE[S]**)

As noted, PacRen proposes to redevelop the 'Pacific Renaissance Plaza II' housing for condominium ownership; which ownership is proposed to be deed-restricted to 'Moderate Income' households pursuant to the annual, adjusted income categories for Alameda

County, as published by the City of Oakland. (See: **ATTACHMENT 2:**)

### **The Site**

The city of Oakland, founded in 1852, is the eighth-largest city in the state of California and, the "seat" of the County of Alameda; located in the San Francisco Bay Area of northern California, the sixth-most populous metropolitan area in the United States. Based upon 2006 statistical data, Oakland is the forty-fourth largest city in the United States.

Beginning in 2000, a plan was initiated to encourage an additional ten thousand (10,000) residents within the downtown Oakland area. The plan has resulted in several redevelopment projects near Lake Merritt, Jack London Square and other neighborhoods just outside of the downtown, proper. Not without some controversy, many residents have seen these projects as resulting in the loss of lower-income residents in downtown Oakland.

A general weakening of the "Bay Area" economy in 2000-2001, however, resulted in a lower occupancy of the new housing and slower growth and recovery than anticipated.

The Pacific Renaissance Plaza project was developed pursuant to the Subdivision Map Act with two hundred fifty (250) residential condominium units located on two separate air rights parcels; fifty (50) units of which were, from completion of construction, rented as affordable housing units. Pacific Renaissance Plaza II's residential component consists of those latter fifty (50) units, comprised of one (1)-, two (2)- and three (3)-bedroom units.

The unit breakdown by bedroom count is:

- Twenty (20), one (1)-bedroom units;
- Twenty-eight (28), two (2)-bedroom units; and,
- Two (2), three (3)-bedroom units.

### **Residential Displacement**

Of the total fifty (50) units in the Parcel, thirty-three (33) units (comprised of sixteen [16] one [1]-bedroom; fifteen [15] two [2]-bedroom; and, two [2] three [3]-bedroom units) are presently vacant and, will be rehabilitated, prior to sale, at an estimated cost of approximately one hundred seventy-five thousand dollars (\$175,000.00).



*Pacific Renaissance Plaza Residential 2*

Of the remaining seventeen (17) occupied units, one (1) household – due to advanced years of the primary occupant – will be allowed to remain on as a tenant, and sixteen (16) households, in a combination of one (1)-, and two (2)-bedroom units, will be permanently displaced as a result of the conversion, unless any of those latter households elect to purchase to purchase their units pursuant to their right of first refusal.

Pursuant to the provisions of a Settlement Agreement by, and between IHMC, the Hom Plaintiffs, and the City of Oakland, the California Relocation Assistance and Real Property Acquisition Guidelines, California Code of Regulations, shall apply to the prospective displacement of households from the project site.

The site is illustrated on the Project Site Maps at **ATTACHMENT 3:**

Overland, Pacific & Cutler, Inc. (OPC), an experienced relocation firm, has been selected to prepare this Relocation Plan (the 'Plan'), and will provide all subsequently required relocation assistance for this Project. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and replacement housing and storage requirements of the current Project occupants.

This Plan sets forth policies and procedures necessary to conform with statutes and regulations established by 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.

**A. METHODOLOGY AND ASSESSMENT OF NEEDS**

To obtain information necessary for the preparation of this Plan, personal interviews were conducted with the current occupants of the Project site during the period January 23 through February 19, 2008. Inquiries made of the residential occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, language first spoken in the home, disabilities/health problems, and any preferences related to replacement housing and location (e.g., proximity to doctors and medical facilities, shopping opportunities, public

*Pacific Renaissance Plaza Residential 2*

transit, etc.).

All statistical information supplied by the households is, at this time, considered anecdotal in nature and has not been verified by documentary evidence such as would otherwise be required, at the time of displacement, to comply with relocation qualifying criteria.

At the time of interviews and, of the fifty (50) total units within 'Pacific Renaissance Plaza II', proper, only sixteen (16) units were occupied by permanent displacee households – a total of thirty-six (36) prospective displacee persons – ranging from two (2) single-person households to one (1) household of four (4) adults and one (1) child.

Monthly rent for the three (3), occupied one (1)-bedroom units ranges from one thousand one hundred eighty dollars (\$1,180.) to one thousand two hundred dollars (\$1,200.) per month, with a median of one thousand one hundred eighty dollars (\$1,180.) per month.

For the thirteen (13) occupied two (2)-bedroom units, rents range from a low of one thousand three hundred eighty dollars (\$1,380.) to one thousand five hundred sixty-eight dollars (\$1,568.) per month, with a median monthly rent of one thousand five hundred eighteen dollars (\$1,518.).

While, for the purpose of relocation and by definition, "elderly households" are defined as those "headed" by a person age sixty-two years or older, there are in fact eight (8), one (1)- and two (2)-person households (i.e., fifty percent [50%] of displacee households) in which all fourteen (14) members are between the ages of 67 and, 86. In addition, there are five (5) other two (2)- to five (5)-person households; each of which have "elderly" members ranging in age from 72 to 91 years of age. These latter five (5) households tend to be "multi-generational". The remaining three (3) households – comprised of seven (7) persons – have no members who, as individuals, qualify as 'elderly'. Of the thirteen (13) households with 'elderly' members, six (6) have reported handicaps to varying degrees.

Of the fifteen (15) displacee households *reporting* income at this time, four (4) fall within the County's "Extremely Low" income category; six (6) within the "Lower" income category; and, five (5) are 'Above Moderate'. Of the five (5) households which are 'Above Moderate', three (3) are multi-generational households with sons and/or daughters residing with, and providing financial support to their elderly parents. As noted previously, the 2007 income limits, as published by the City of Oakland, are shown in '**ATTACHMENT 2**'.

## **B. REPLACEMENT HOUSING RESOURCES**

One of the primary purposes of a Relocation Plan is to demonstrate the availability of comparable, affordable, decent, safe and sanitary housing prior to the displacement of residential occupants.

As noted previously, three (3) displacee households reside in one (1)-bedroom apartments, with a median rent of one thousand one hundred eighty dollars (\$1,180.) per month; and, thirteen (13) displacee households reside in two (2)-bedroom apartments, with a median rent of one thousand five hundred eighteen dollars (\$1,518.) per month.

A rental housing survey was made during the week of February 25, 2008, to identify *similarly-sized* units in Oakland. Based on the results of that survey, which is included as **Attachment 4**, twenty (20) one (1)-bedroom; and, sixty-two (62) two (2)-bedroom units were found to meet the potential needs of the households that will be permanently displaced. The median monthly cost, excluding utilities, for the one (1)-bedroom units was one thousand three hundred ten dollars (\$1,310.); and, for the two (2)-bedroom units, one thousand four hundred ninety seven dollars (\$1,497.).

## **C. CONCURRENT DISPLACEMENT**

Based on the needs of the Project, there is no perceived concurrent displacement which would impact negatively upon the PacRen's ability to relocate the Project occupants.

## **D. TEMPORARY RELOCATION**

There is no anticipated need for temporary relocation. Should such a need arise, PacRen will respond appropriately, and in conformance with all applicable laws and requirements.

## **E. PROGRAM ASSURANCES AND STANDARDS**

Adequate funds will be available to relocate the Project occupants.

*Pacific Renaissance Plaza Residential 2*

Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of occupants based on race, 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 VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any arbitrary or unlawful discrimination.

The occupants will not be permanently displaced without ninety (90) days advance written notice. Displacement of the residential occupants will not occur unless "comparable" replacement housing can be made available.

"Comparable" housing includes standards such as: decent, safe, and sanitary, comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit, 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; 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; and within the financial means of the displaced household as defined in the CRAL and the Relocation Guidelines.

## **F. RELOCATION ASSISTANCE PROGRAM**

OPC staff is available to assist the displaced tenants with questions about relocation and/or assistance in relocating. Relocation staff can be contacted, Toll-free, at **1.877.972.8908** from 8:30 a.m. to 6:00 p.m., Monday through Friday, and also available on-site by appointment. The Relocation Consultant's Office is located at 7901 Oakport Street, Suite 4800, Oakland, CA. A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the tenants being displaced.

Specific activities will include:

1. Distribution of informational statements. **Attachment 5** provides an example of the informational notices that will be given to the displaced occupants;

2. Timely referrals to replacement dwelling units as defined above and, if necessary, transportation will be provided to inspect potential replacement units; and,
3. Assistance with completion and filing of relocation claims and appeals forms, if necessary.

## **G. RELOCATION BENEFIT CATEGORIES**

Benefits will be provided in accordance with California Relocation Assistance Law, the Guidelines, and all other applicable regulations and requirements.

Chapter 6, of Title 25 of the California Code of Regulations contains the relocation regulations published by the California Department of Housing and Community Development (HCD) that apply to state and local agencies. Section 6008(g) defines a "dwelling" as: *' . . . the place of permanent or customary and usual abode of a person . . . which is either considered to be real property under State law or cannot be moved without substantial damage or unreasonable cost.'* Additionally, '6008(g)' states: "A second home shall be considered to be a dwelling only for the purposes of establishing eligibility for payment for moving and related expenses (as provided in '6090'; Actual Reasonable Moving Expenses).

Pursuant to this definition of dwelling, both primary residents and any "part-time" residents are entitled to the moving expenses detailed in '6090' as long as they meet the eligibility requirements of '6034'. Part-time residents are not entitled to a Rental Assistance Payment (RAP).

For the purposes of establishing any Rental Assistance Payment (RAP) for which households may be eligible, all household income will be used, including financial support received from any and all source(s).

Benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. Appropriate benefits will be provided for the displacees as required by the above laws and requirements.

1. **Residential Moving Expense Payments**

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.

a) **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 5**.

- Or -

b) **Actual Reasonable Moving Expense Payments** - The displaced tenants may elect to have a licensed, professional mover perform the move; if so, PacRen will pay for the actual cost of the move up to fifty (50) miles and all reasonable charges for packing, unpacking, insurance, and utility connection charges.

The payment will be made directly to the mover or as a reimbursement to the displaced tenants.

2. **Rental Assistance/Down Payment Assistance**

Residential displacees are considered eligible for relocation assistance and benefits if they have established residency within the Project site for a minimum of 90 days prior to the 'Initiation of Negotiations' and are eligible for both Rental Assistance and Moving Expense Payments. This date is defined as the date that 'PacRen Affordable Sales, LLC' acquired 'Pacific Renaissance Plaza II' (i.e., December 19, 2007)

For residential displacees, rental assistance payments are based upon the monthly financial housing need, over a forty two (42) month period, consistent with Section 6104 of the Guidelines.

*Pacific Renaissance Plaza Residential 2*

Last Resort Housing payments are authorized by statute if affordable, comparable replacement housing cannot be found for the displaced tenant households; that is to say, housing at a cost not greater than thirty percent (30%) of the household's average monthly income. Any supplemental increment beyond \$5,250.00 may be paid in installments or, in a lump sum at the discretion of the PacRen.

This type of situation is likely to develop among low-income families and/or in housing environments wherein project area rents are particularly low vs. rents elsewhere within the community. A combination of factors – which would include, in relation, the income levels of project site tenants; project site rents; and a potentially high cost of replacement rent – may create the need for Last Resort Housing payments. During the implementation of this project, if it is revealed there is a lack of comparable replacement housing either in number, or based upon affordability, there will be a need to provide Last Resort Housing Payments or alternative solutions pursuant to the Guidelines. In addition, the households may opt to apply up to the full amount of the rental assistance payment to which they are entitled toward the *purchase* of a replacement dwelling.

Based upon the monthly housing need over a forty two (42) month period, the Table on the following page shows how monthly need is determined.

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<b>Monthly Housing Need Calculation</b>		
1. Old Rent	\$ 500	Old Rent plus Utility Allowance
Or		
2. Ability to Pay	\$ 445	30% of the Gross Household Income*
3. Lesser of lines 1 or 2	\$ 445	
<b>Subtracted From:</b>		
4. Actual New Rent	\$ 550	Actual New Rent including Utility Allowance
- OR -		
5. Comparable Rent	\$ 575	Determined by Agency; <u>includes</u> Utility Allowance
6. Lesser of lines 4 or 5	\$ 550	
<b>7. Yields Monthly Need:</b>	<b>\$ 105</b>	Subtract line 3 from line 6
<b>8. Rental Assistance</b>	<b>\$ 4,410</b>	<b>Multiply line 7 by 42 months</b>

\* A dependent who is residing separate and apart from the person or family providing support, whether such separate residence is permanent or temporary, shall be entitled to payment under this section, but such payment shall be limited to the period during which the displaced dependent resides in the replacement dwelling. A "dependent" is a person who derives fifty-one percent or more of his/her income in the form of gifts from any private person.

If a household chooses to purchase a replacement home rather than rent, the household will have the right to request a lump sum disbursement of the entire Rental Assistance Payment to which they are entitled. This lump sum disbursement will be deposited directly into the purchase escrow with the proviso that, in the event the escrow does not close, the full amount of the disbursement will be returned to the Authority for further, future disbursement to the household.



## **H. PAYMENT OF RELOCATION BENEFITS**

Relocation benefit payments will be made expeditiously. Claims and supporting documentation for relocation benefits must be filed within eighteen (18) months from the date the displacee claimant moves from the displacement property. Procedures for preparing and filing of claims and processing and delivering of payments are included in this Plan as **Attachment 6**.

The affected households will not be displaced until "comparable" housing is located as defined above. Relocation staff will pre-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 6008, Subdivision (d) of the Guidelines.

## **I. EVICTION POLICY**

Pursuant to acquisition of the property December 19, 2007, occupants became tenants of the PacRen Affordable Sales, LLC. Pursuant to law, eviction is permissible only as a last resort and relocation records must be documented to reflect the specific circumstances surrounding any eviction.

Eviction will only take place in cases of nonpayment of rent; a serious violation of the rental agreement; a dangerous or illegal act in the unit; or, if a displacee refuses all reasonable offers to move. Eviction will not affect the eligibility of a person legally entitled to relocation benefits.

## **J. APPEALS POLICY**

The appeals policy will follow the standards described in Section 6150 et seq. of the Guidelines. Briefly stated, the displaced tenants will have the right to ask for review when there is a perceived grievance 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. See Exhibit 8.

**K. PROJECTED DATES OF DISPLACEMENT**

Ninety (90)-Day Notices will be issued to all displacee households, subject to existing tenants "first-right-of-refusal" to acquire their dwelling unit and, relocation is expected to be completed on, or about August 01, 2008.

**L. ESTIMATED RELOCATION COSTS**

PacRen Affordable Sales, LLC, will be responsible for providing all relocation benefits required by law. Any and all required financial assistance will be provided. The calculation of total, estimated relocation costs is relatively complicated by the differing financial arrangements as between family/household members. In some cases, resident households are totally independent and, in others, family members – either living elsewhere or, within the particular unit at Pacific Renaissance Plaza II – are the primary, if not virtually the sole financial support for the primary resident(s).

Until such time as more complete household displacee interviews are conducted, and documentary evidence as to the name of actual lessees, and rent and utilities being paid can be verified, relocation estimates will be based upon a "rent-to-rent" formula utilizing *actual* rent being paid by displacee households relative to the median rent which would be paid for similarly-sized units, plus the cost of moving per the Federal Highways Administration (FHA) table and utility costs established in the payment schedules of the Oakland Housing Authority (OHA).

Subject to the above, the anticipated budget for relocation benefits, including a contingency, is:

• Residential Assistance Payments (RAP), Incl' Utilities:	\$ 215,000.
• Moving Costs:	30,000.
• Contingency:	<u>30,000.</u>
<b>Total:</b>	<b>\$ 275,000..</b>

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**TABLE  
OF  
ATTACHMENTS**

- Attachment 1:** General Information Notices/Notices of Non-displacement
- Attachment 2:** HUD Annual Income Limitations for Alameda County - 2007
- Attachment 3:** Pacific Renaissance Plaza II –  
Regional and Site Specific Location
- Attachment 4:** Replacement Housing Survey Results
- Attachment 5:** Informational Statement for Families and Individuals
- Attachment 6:** Residential Fixed Moving Payment Schedule
- Attachment 7:** Relocation Payment Policy and Procedures
- Attachment 8:** Grievance/Appeal Policy

**ATTACHMENT 1:  
GENERAL INFORMATION NOTICES/  
NOTICES OF NON-DISPLACEMENT**

General Information Notices/Notices of Non-displacement  
follow immediately, hereafter

**(Remainder of page intentionally left blank)**



**GENERAL INFORMATION NOTICE**

January 10, 2008

388 9<sup>th</sup> Street, Apt.  
Oakland, CA 94607

Dear ;:

As you have been previously advised, PacRen Affordable Sales LLC ("PacRen") acquired the property you currently occupy at Pacific Renaissance Plaza. PacRen intends to convert the property to condominiums (Project). In the event PacRen converts the property to condominiums you will be given a right-of-first-refusal to purchase your apartment. This notice is to inform you of your rights under State law pertaining to relocation. If you are displaced for the Project, you may be eligible for relocation assistance under section 7260 et. seq. of the California Government Code. However, **do not move now**. This is **not** a notice to vacate the premises or a notice of relocation eligibility. PacRen has retained the professional firm of Overland, Pacific & Cutler, Inc. (OPC) to assist in the relocation process.

You should continue to pay your monthly rent to PacRen because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance.

You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. 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.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

*Pacific Renaissance Plaza Residential 2*

Furthermore, we invite you to attend a meeting to discuss the proposed project schedule, property management and address any concerns you may have. This informational meeting is to be held as follows:

DATE: Wednesday,  
January 16, 2008

TIME: 5:30 o'clock, PM

PLACE: Asian Resource Center  
310 8<sup>th</sup> Street, Room 101,  
Oakland, CA 94607-6526

如果您需要把這通告翻譯成中文, 請在今年一月十六日下午五時三十分出席會議

If you have any questions about this or any other relocation issues, please contact me at the address and the phone number below.

Sincerely,



David J. Richman  
Regional Director  
(510) 638-3081

\_\_\_\_\_  
Received by

X \_\_\_\_\_  
Recipient's Signature

\_\_\_\_\_  
Date

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

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

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



**GENERAL INFORMATION NOTICE**

January 17, 2008

989 Webster Street, Apt.  
Oakland, CA 94607

Dear ;

As you have been previously advised, PacRen Affordable Sales LLC ("PacRen") acquired the property you currently occupy at Pacific Renaissance Plaza. PacRen intends to convert the property to condominiums (Project). In the event PacRen converts the property to condominiums you will be given a right-of-first-refusal to purchase your apartment. This notice is to inform you of your rights under State law pertaining to relocation. If you are displaced for the Project, you may be eligible for relocation assistance under section 7260 et. seq. of the California Government Code. However, **do not move now. This is not a notice to vacate the premises or a notice of relocation eligibility.** PacRen has retained the professional firm of Overland, Pacific & Cutler, Inc. (OPC) to assist in the relocation process.

You should continue to pay your monthly rent to PacRen because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance.

You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. 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.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance.

*Pacific Renaissance Plaza Residential 2*

For those who missed the meeting on January 16<sup>th</sup>, or for those who have more questions, we invite you to attend another meeting to discuss the proposed project schedule, property management and address any concerns you may have. This informational meeting is to be held as follows:

DATE: Wednesday,  
January 23, 2008

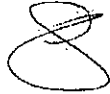
TIME: 5:30 o'clock, PM

PLACE: Asian Resource Center  
310 8<sup>th</sup> Street, Room 101,  
Oakland, CA 94607-6526

如果您需要把這通告翻譯成中文，請在今年一月二十三日下午五時三十分出席會議。

If you have any questions about this or any other relocation issues, please contact me at the address and the phone number below.

Sincerely,



David J. Richman  
Regional Director  
(510) 638-3081

_____	Delivered on/by: _____ / _____
<i>Received by</i>	
X _____	Posted on/by: _____ / _____
<i>Recipient's Signature</i>	
_____	Mailed/receipt received on: _____ / _____
<i>Date</i>	



**ATTACHMENT 2:  
HUD ANNUAL INCOME LIMITATIONS  
FOR  
ALAMEDA COUNTY – 2007**

The following figures are approved by the U. S. Department of Housing and Urban Development (H.U.D.) for use in the **County of Alameda** to define and determine housing eligibility by income level.

<b>CITY OF OAKLAND PUBLISHED INCOME LIMITS (EFFECTIVE 4/18/07)</b>					
<b>Area Four Person Median: \$ 83,800.</b>					
<b>Family Size</b>	<b>30% AMI</b>	<b>50% AMI</b>	<b>80% AMI</b>	<b>100% AMI</b>	<b>120% AMI</b>
<b>One Person</b>	\$17,600.	\$29,350.	\$46,350	\$58,700.	\$70,400.
<b>Two Person</b>	\$20,100.	\$33,500.	\$53,000.	\$67,000.	\$80,500.
<b>Three Person</b>	\$22,650.	\$37,700.	\$59,600.	\$75,400.	\$90,500.
<b>Four Person</b>	\$25,150.	\$41,900.	\$66,250.	<b>\$83,800.</b>	\$100,600.
<b>Five Person</b>	\$27,150.	\$45,250.	\$71,550.	\$90,500.	\$108,600.
<b>Six Person</b>	\$29,150.	\$48,600.	\$76,850.	\$97,200.	\$116,700.
<b>Seven Person</b>	\$31,200.	\$51,950.	\$82,150.	\$103,900.	\$124,700.
<b>Eight Person</b>	\$33,200.	\$55,300.	\$87,450.	\$110,600.	\$132,800.

Figures are published by the City of Oakland and can be found on the Internet at:  
<http://oaklandnet.com/government/hcd/policy/docs/IncomeLimits2007.pdf>

**ATTACHMENT 3:  
PACIFIC RENAISSANCE PLAZA II  
REGIONAL AND SITE-SPECIFIC LOCATION  
AND  
AERIAL VIEW**

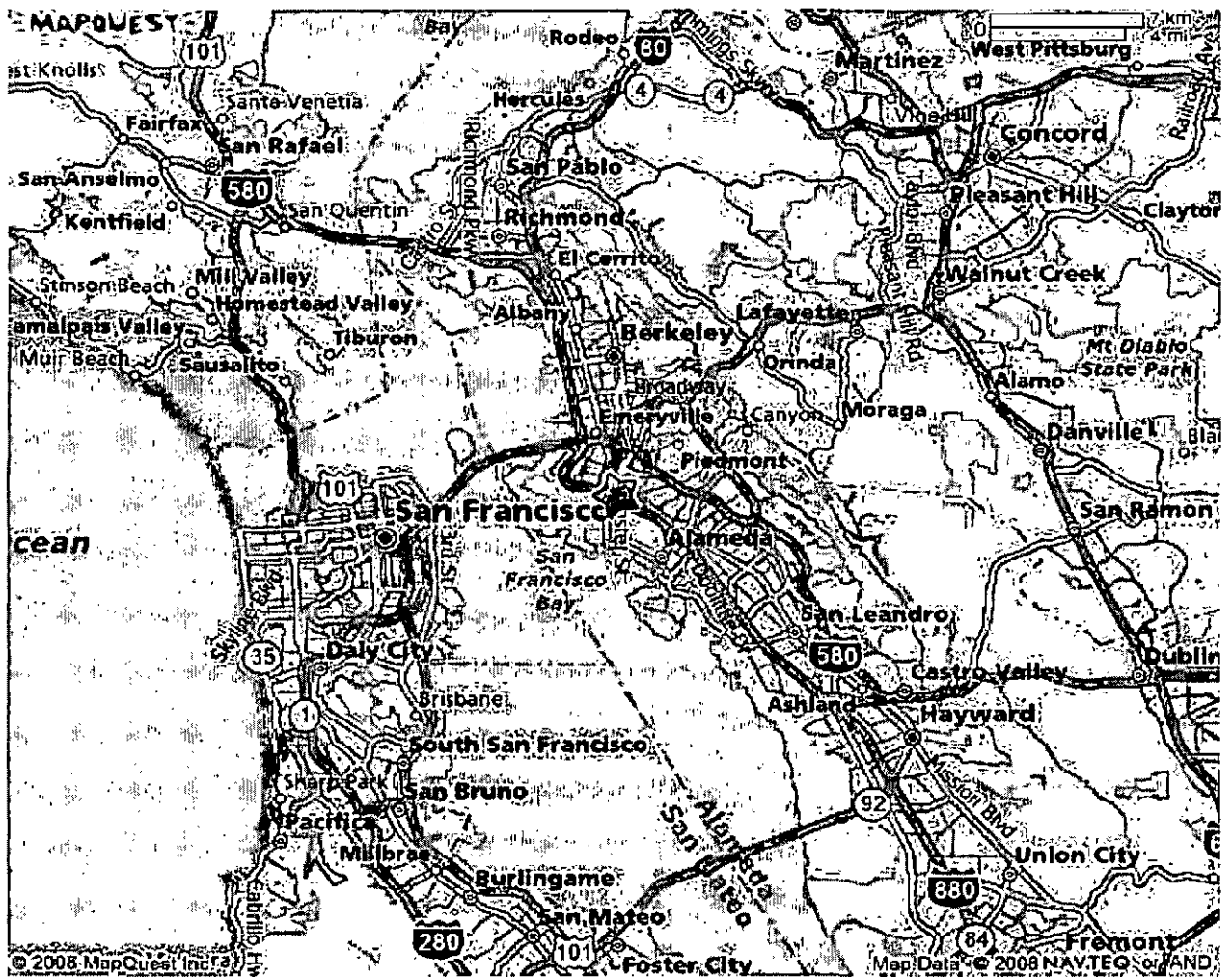


Figure 1. Regional Location

Pacific Renaissance Plaza Residential 2

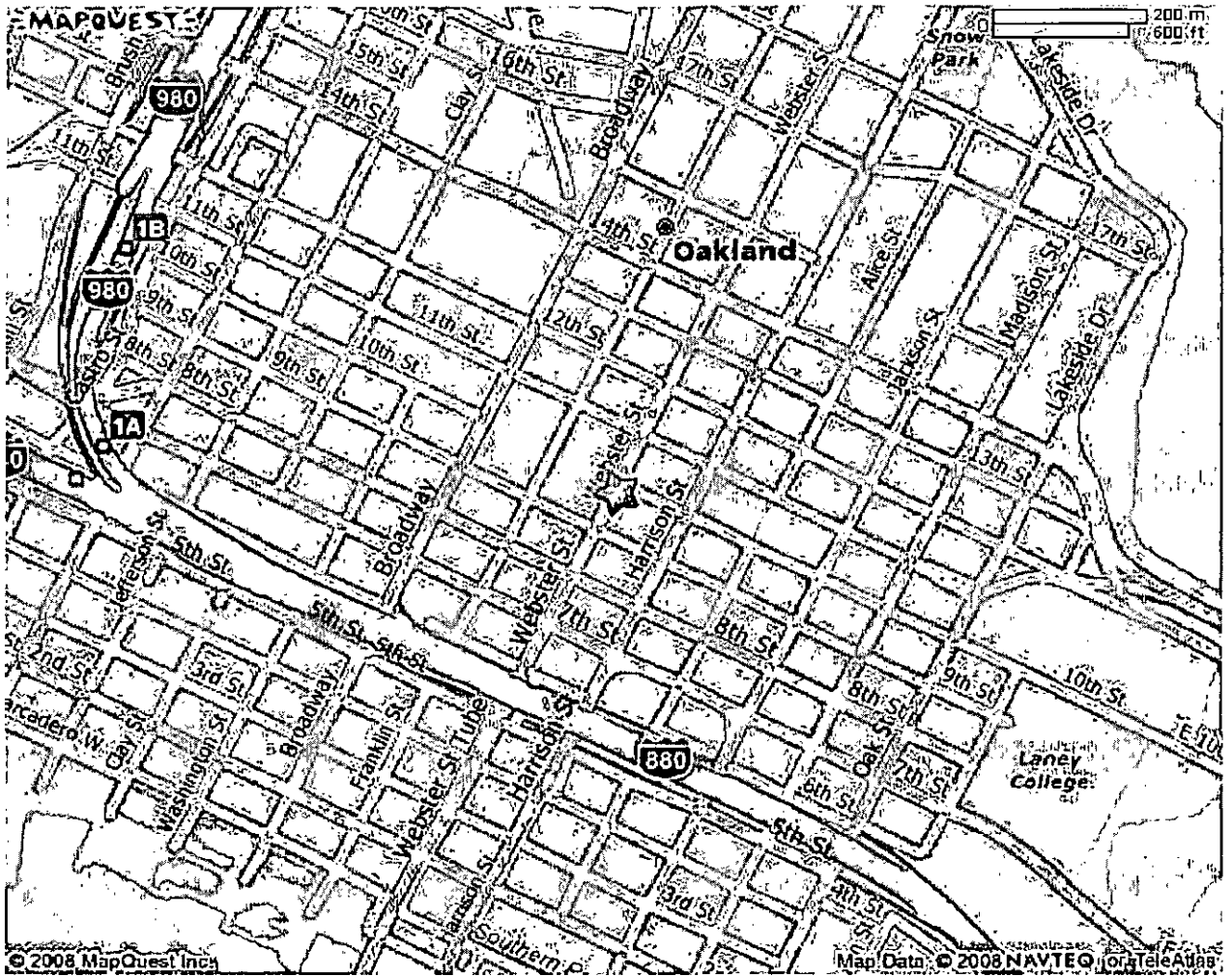


Figure 2. Site-specific Location

(Remainder of page intentionally left blank)

Pacific Renaissance Plaza Residential 2

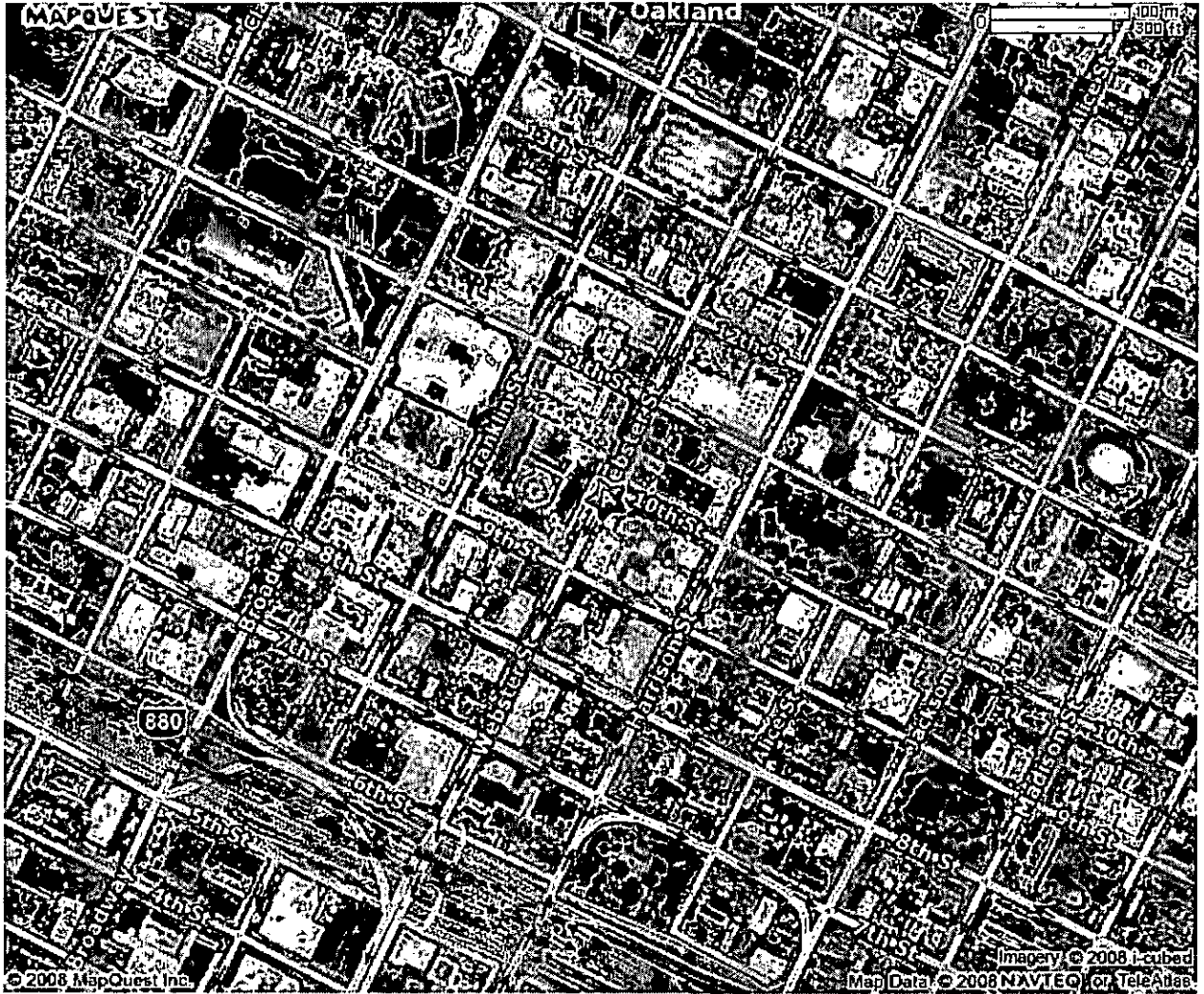


Figure 3. Aerial View

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**ATTACHMENT 4:  
REPLACEMENT HOUSING  
SURVEY RESULTS**

**REPLACEMENT HOUSING SURVEY RESULTS –  
OAKLAND, CALIFORNIA**

<b>Units Occupied</b>	<b>Units Required</b>	<b>Units Identified</b>	<b>Rent Range</b>	<b>Median Rent</b>
<b>One (1)-Bedroom</b>	3	20	\$700. - \$1,950.	\$1,310.
<b>Two (2)- Bedroom</b>	13	62	\$850. - \$2,900.	\$1,497.

OP&C, Inc.  
February 25, 2008

## ATTACHMENT 5: INFORMATIONAL STATEMENT FOR FAMILIES AND INDIVIDUALS

- I. GENERAL INFORMATION
- II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING
- III. MOVING BENEFITS
- IV. REPLACEMENT HOUSING, PAYMENT  TENANTS, AND CERTAIN OTHERS
- V. SECTION 8 TENANTS
- VI. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS
- VII. LAST RESORT HOUSING ASSISTANCE
- VIII. RENTAL AGREEMENT
- IX. APPEAL PROCEDURES  GRIEVANCE
- X. TAX STATUS OF RELOCATION BENEFITS
- XI. LEGAL PRESENCE REQUIREMENT
- XII. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

### I. GENERAL INFORMATION

The building in which you now live is scheduled to be converted to affordable ownership housing by PacRen Affordable Sales, LLC ("PacRen"). You have previously been informed of your right of first refusal to purchase your unit. As a result of the conversion of the units to homeownership, if you do not purchase your unit, you will be required to move from your dwelling. 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 your relocation benefits under the federal and state law. We suggest you save this informational statement for reference.

PacRen has retained the services of Overland, Pacific & Cutler, Inc., a qualified professional relocation firm, to assist you. The firm is available to explain the relocation program and benefits. Their address and telephone number is:



Overland, Pacific & Cutler, Inc.  
7901 Oakport Street, Suite 4800  
Oakland, CA 94621-2089  
Telephone: 877.972.8908

Chinese speaking representatives are available. 本公司有中文翻譯員。

**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 Overland, Pacific & Cutler, Inc., so you will not jeopardize any benefits to which you may be otherwise entitled. 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 relocation assistance program for this project.

**Please continue to pay your rent to PacRen or you may be evicted and jeopardize the relocation benefits to which you may be otherwise entitled.**

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

PacRen, 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.

**III. MOVING BENEFITS**

If you must move as a result of displacement by the project, you will receive a payment to assist in moving your personal property. There are two types of moving payments. You have the option of selecting either one of the following types of moving payments:

**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 set forth below, and ranges, for example, from \$400. for one furnished room to \$2,150. for eight rooms in an unfurnished dwelling. (For details see the Table, below). Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

<b>FIXED PAYMENT MOVING SCHEDULE – CALIFORNIA (Effective June, 2006)</b>			
<b>Household Owns Furniture</b>		<b>Household Does NOT Own Furniture</b>	
One Room	\$625.00	One Room	\$400.00
Two Rooms	\$800.00	Each additional room	\$65.00
Three Rooms	\$1,000.00		
Four Rooms	\$1,175.00		
Five Rooms	\$1,425.00		
Six Rooms	\$1,650.00		
Seven Rooms	\$1,900.00		
Eight Rooms	\$2,150.00		
Each additional room	\$225.00		

If you select a fixed payment, you will be responsible for arranging for your own move and the Center will not assume liability for any loss or damage of your personal property.

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

If you wish to engage the services of a licensed commercial mover, you may claim the *actual* cost of moving your personal property up to fifty (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 scope of services for approval.

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

You may be eligible for a payment of up to five thousand two hundred fifty dollars (\$5,250.) to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must be a tenant who has occupied your present dwelling for at least ninety (90) days prior to the "Initiation of Negotiations" as defined in the Relocation Plan.

**A. Rental Assistance**

If you qualify, and **wish to rent** your replacement dwelling, your 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 or 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.

**VI. 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 later of** the following:

1. For a tenant, the date you move from the displacement dwelling; or,
2. The date comparable replacement dwellings are made available.

All claims for relocation benefits must be filed with the Agency **within 18 months** from the date which you move.

**VII. 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, you will be provided with 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 of the home you intend to purchase.

## **VIII. RENTAL AGREEMENT**

As a result of PacRen's purchase and rehabilitation of the property where you live, you have become a tenant of PacRen. As a consequence, you may be asked to sign a rental agreement which will specify the monthly rent to be paid; when rent payments are due; where they are to be paid; and, other pertinent information.

Except for the causes of eviction set forth below, no person lawfully occupying the property to be purchased will be required to move without having been provided with at least ninety (90) days written notice. Eviction will be undertaken only in the event of one, or more of the following infractions:

- A. 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 a discontinuation or substantial interruption of services;
- B. Performance of dangerous illegal act in the unit by the tenant, tenant's guests or invitees or, any combination thereof;
- C. A Material breach of the rental agreement and failure to correct such breach within thirty (30) days of notice thereof;
- D. Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- E. Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- F. The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

## **IX. APPEAL PROCEDURES - GRIEVANCE**

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

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

Relocation benefit payments are not considered as income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10 (commencing with Section 17001) 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. This information is *not* provided as legal advice and, displacees may wish to contact their own tax advisors or, legal counsel for the latest interpretations.

## **XI. LAWFUL PRESENCE REQUIREMENT**

Pursuant to the Public Law 105-117 of 11-21-97, in order to be eligible to receive relocation benefits in federally-funded relocation projects, all members of the household to be displaced must provide information regarding their lawful presence in the United States. In federal projects, any member of the household who is not lawfully present in the United States or declines to provide this information may be denied relocation benefits. Relocation benefits will be pro-rated to reflect the number of household members with certified lawful presence in the US.

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

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize any 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.

OP&C, Inc.  
02.2008

**ATTACHMENT 6**  
**RESIDENTIAL FIXED MOVING PAYMENT SCHEDULE**

<b>FIXED MOVING SCHEDULE - CALIFORNIA (effective June 2005)</b>			
<b>Occupant owns furniture</b>		<b>Occupant does NOT own furniture</b>	
1 room	\$625.00	1 room	\$400.00
2 rooms	\$800.00	each additional room	\$65.00
3 rooms	\$1,000.00		
4 rooms	\$1,175.00		
5 rooms	\$1,425.00		
6 rooms	\$1,650.00		
7 rooms	\$1,900.00		
8 rooms	\$2,150.00		
each additional room	\$225.00		

**ATTACHMENT 7**  
**RELOCATION PAYMENT POLICY AND PROCEDURES**  
**FOR**  
**OBTAINING RELOCATION ASSISTANCE AND PAYMENTS**

Claims and supporting documentation for relocation benefits must be filed within eighteen (18) months from the date the claimant moves from the acquired property.

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 the California Relocation Law and Guidelines.
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 PacRen.
4. PacRen will review and approve claims for payment or request additional information.
5. PacRen will issue benefit checks which will be available for retrieval by Claimants, unless circumstances dictate otherwise.
6. Final payments will be issued after confirmation that the Project area premises have been completely vacated and actual residency at replacement unit is verified.
7. Receipts of payment will be obtained and maintained in the relocation case file.

## **Exhibit 8**

### **APPEALS / GRIEVANCE PROCEDURES**

#### **Purpose.**

The purpose of this article is to set forth the City of Oakland's and the Redevelopment Agency of the City of Oakland's guidelines for processing appeals from determinations as to eligibility or the amount of a relocation payment. The City of Oakland and the Redevelopment Agency of the City of Oakland are together referred to herein as the "City/Agency."

#### **Right of Review.**

(a) Any complainant, that is any person who believes himself/herself aggrieved by a determination by EBALDC/Pac Ren as to eligibility or the amount of a relocation payment may, at his or her election, have his/her claim reviewed and reconsidered by the City/Agency in accordance with the procedures set forth in this article, as supplemented by the procedures the City/Agency shall establish for such review and reconsideration.

(b) A person or organization directly affected by the relocation project may petition the California Housing and Community Development Department ("HCD") to review the final relocation plan 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/Agency is acting in compliance with its relocation plan.

#### **Notification to Complainant.**

If EBALDC/Pac Ren denies or refuses to consider a claim, EBALDC/Pac Ren'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.

#### **Stages of Review by the City/Agency.**

(a) **Request for Further Written Information.** A complainant may request EBALDC/Pac Ren to provide him or her with a full written explanation of its determination and the basis therefore, if he/she feels that the explanation accompanying the payment of the claim or notice of EBALDC/Pac Ren's determination was incorrect or inadequate. EBALDC/Pac Ren shall provide such an explanation to the complainant within three weeks of its receipt of his or her 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 with the City/Agency within the period described in subsection (d) of this section. The City/Agency shall afford the complainant the opportunity to make such presentation before a management-level City staff person within the Community and Economic Development Agency designated by the City/Agency. The complainant may be represented by an attorney or other person of his/her choosing at his/her expense. This oral presentation shall enable the complainant to discuss the claim with the designated City staff person. EBALDC/Pac Ren shall be given the opportunity to respond to the presentation and participate in the discussion. The designated City staff person 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 with the City/Agency 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 that 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 therefore, the City/Agency may grant the complainant's request allowing a specified period of time to gather and prepare additional material.

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

#### **Formal Review and Reconsideration by the City/Agency.**

(a) **General.** The City/Agency shall consider the request for formal review and shall decide whether a modification of EBALDC/Pac Ren's initial determination or the City/Agency staff determination pursuant to the informal review process above, as applicable, is necessary. This formal review shall be conducted by the City of Oakland Housing, Residential Rent, and Relocation Board (the "Board"), sitting as the City/Agency's relocation appeals board. The City/Agency shall consider the complaint regardless of form, and Board staff shall, if necessary, provide assistance to the claimant in preparing the written claim. When a claimant seeks review, Board staff shall inform him/her that he/she has the right to be represented by an attorney at the claimant's expense, to present his/her 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/she has exhausted the administrative appeal. EBALDC/Pac Ren shall be given the opportunity to respond to the claim and participate in the formal review before the Board.

(b) **Scope of Review.** The Board shall review and reconsider EBALDC/Pac Ren's initial determination or the City/Agency staff persons determination, as applicable, of the claimant's case in light of: (1) all material upon which EBALDC/Pac Ren 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 Board, in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

(c) **Determination on Review by City/Agency.** The determination on review by the Board shall include, but is not limited to: (a) the Board's decision on reconsideration of the claim; (b) the factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and (c) a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought. The determination shall be in writing with a copy provided to the claimant and EBALDC/Pac Ren. The Board's decision shall be binding on EBALDC/Pac Ren.

(d) **Time Limits.** The City/Agency shall issue its determination on review as soon as possible but no later than six weeks from receipt of the last material submitted for consideration by the claimant or the date of the hearing, whichever is later. In the case of complaints dismissed for un-timeliness or for any other reason not based on the merits of the claim, the City/Agency 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 two weeks from receipt of the last material submitted by the claimant, or the date of the hearing, whichever is later.

#### **Refusals to Waive Time Limitation.**

Whenever the City/Agency rejects a request by a claimant for a waiver of the time limits, the claimant may file a written request for reconsideration of this decision, except that such written request for reconsideration shall be filed within 90 days of the claimant's receipt of the City/Agency's determination.

#### **Extension of Time Limits.**

The time limits specified may be extended for good cause by the City/Agency.

#### **Recommendations by Third Party.**

Upon agreement between the claimant and the City/Agency, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the City/Agency for its final determination. In reviewing the claim and making recommendations to the City/Agency, the third party or parties shall be guided by the provisions of this Appeals/Grievance Procedure.



### **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/Agency and EBALDC/Pac Ren shall permit the claimant to inspect all files and records bearing upon his or her 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.

### **Effect of Determination on Other Persons.**

The principles established in all determinations by the Housing, Residential Rent, and Relocation Board 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.

### **Right to Counsel.**

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the proceedings set forth in these sections.

### **Stay of Displacement Pending Review.**

If a complainant seeks to prevent displacement, EBALDC/Pac Ren shall not require the complainant to move until at least 20 days after the City/Agency has made a determination and the complainant has had an opportunity to seek judicial review. In all cases EBALDC/Pac Ren shall notify the complainant in writing 20 days prior to the proposed new date of displacement.

### **Joint Complainants.**

Where more than one person is aggrieved by the failure of EBALDC/Pac Ren 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/Agency for each of the complainants.

### **Judicial Review.**

Nothing in this Appeals/Grievance Procedure shall in any way preclude or limit a claimant or EBALDC/Pac Ren from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

**ADDENDUM NO. 1**  
**(IF NO COMMENTS ARE RECEIVED)**

As required by the California Relocation Assistance Law, this Relocation Plan was made available for review and written comments by the general public and the affected occupants for a period of thirty (30) Days.

In the absence of any written comments, this Relocation Plan as presented is to be considered the Final Document to be adopted.

OFFICE OF THE CITY CLERK  
2008 MAY 15 PM 1:39

APPROVED AS TO FORM AND LEGALITY:

  
Agency Counsel

## REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

RESOLUTION No. \_\_\_\_\_ C.M.S.

---

### AN AGENCY RESOLUTION APPROVING THE RELOCATION PLAN FOR THE PACIFIC RENAISSANCE PLAZA RESIDENTIAL PROJECT

**WHEREAS**, on or about September 19, 2007, the Redevelopment Agency and the City of Oakland entered into an Affordable Housing Agreement with PacRen Affordable Sales, LLC ("Pac Ren"), an affiliate of East Bay Asian Local Development Corporation ("EBALDC"); and

**WHEREAS**, the Affordable Housing Agreement provides for the sale of 50 residential units in Pacific Renaissance Plaza as affordable homeownership housing at a restricted price to households at or below 100% of area median income; and

**WHEREAS**, some of these units are currently occupied by tenants; and

**WHEREAS**, these tenants will be given a right of first refusal to purchase these units; and

**WHEREAS**, the displacement of those tenants who do not exercise their right of first refusal is necessary to proceed with the transaction provided for in the Affordable Housing Agreement; and

**WHEREAS**, the relocation of these displacees will be governed by state relocation law (Government Code §7260, et seq.) and implementing regulations (25 CCR §6000, et seq.); and

**WHEREAS**, state relocation regulations require the preparation of a relocation plan when there will be a significant amount of residential displacement resulting from the actions of a local agency, and the adoption of that plan by the local legislative body; and

**WHEREAS**, Pac Ren and EBALDC have prepared a relocation plan for the relocation of current tenants who may be displaced from Pacific Renaissance Plaza due to implementation of the Affordable Housing Agreement; now, therefore, be it

**RESOLVED**: That the Redevelopment Agency hereby approves the Relocation Plan for Pacific Renaissance Plaza Residential 2, attached to the staff report accompanying this Resolution; and be it further

**RESOLVED**: That the Agency hereby finds and determines that the necessary resources are available to implement the Relocation Plan; and be it further

**RESOLVED**: That the Agency Administrator or her designee is hereby authorized to take whatever action she deems necessary to implement the Relocation Plan consistent with this Resolution and its basic purpose.

IN AGENCY, OAKLAND, CALIFORNIA, \_\_\_\_\_, 2008

**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND  
CHAIRPERSON DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST:

\_\_\_\_\_  
LATONDA SIMMONS  
Secretary to the Redevelopment Agency  
of the City of Oakland, California

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

APPROVED AS TO FORM AND LEGALITY:

  
DEPUTY CITY ATTORNEY

2008 MAY 15 PM 1:40

## OAKLAND CITY COUNCIL

RESOLUTION No. \_\_\_\_\_ C.M.S.

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### A RESOLUTION APPROVING THE RELOCATION PLAN FOR THE PACIFIC RENAISSANCE PLAZA RESIDENTIAL PROJECT

**WHEREAS**, on or about September 19, 2007, the City and the Redevelopment Agency of the City of Oakland entered into an Affordable Housing Agreement with PacRen Affordable Sales, LLC ("Pac Ren"), an affiliate of East Bay Asian Local Development Corporation ("EBALDC"); and

**WHEREAS**, the Affordable Housing Agreement provides for the sale of 50 residential units in Pacific Renaissance Plaza as affordable homeownership housing at a restricted price to households at or below 100% of area median income; and

**WHEREAS**, some of these units are currently occupied by tenants; and

**WHEREAS**, these tenants will be given a right of first refusal to purchase these units; and

**WHEREAS**, the displacement of those tenants who do not exercise their right of first refusal is necessary to proceed with the transaction provided for in the Affordable Housing Agreement; and

**WHEREAS**, the relocation of these displacees will be governed by state relocation law (Government Code §7260, et seq.) and implementing regulations (25 CCR §6000, et seq.); and

**WHEREAS**, state relocation regulations require the preparation of a relocation plan when there will be a significant amount of residential displacement resulting from the actions of a local agency, and the adoption of that plan by the local legislative body; and

**WHEREAS**, Pac Ren and EBALDC have prepared a relocation plan for the relocation of current tenants who may be displaced from Pacific Renaissance Plaza due to implementation of the Affordable Housing Agreement; now, therefore, be it

**RESOLVED**: That the City Council hereby approves the Relocation Plan for Pacific Renaissance Plaza Residential 2, attached to the staff report accompanying this Resolution; and be it further

**RESOLVED**: That the Council hereby finds and determines that the necessary resources are available to implement the Relocation Plan; and be it further

**RESOLVED**: That the City Administrator or her designee is hereby authorized to take whatever action she deems necessary to implement the Relocation Plan consistent with this Resolution and its basic purpose.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_, 2008

**PASSED BY THE FOLLOWING VOTE:**

AYES- BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, AND  
PRESIDENT DE LA FUENTE

NOES-

ABSENT-

ABSTENTION-

ATTEST:

\_\_\_\_\_  
LATONDA SIMMONS  
City Clerk and Clerk of the Council, City of  
Oakland, California