HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY REGULAR MEETING AGENDA

Wednesday, July 9, 2025
3:30 p.m.
Administrative Conference Room, City Hall
73-510 Fred Waring Drive
Palm Desert, CA 92260

Pursuant to Assembly Bill 2449, this meeting will be conducted as a hybrid meeting and there will be in-person access to this location.

- To participate via Zoom, use the following link: https://palmdesert.zoom.us/j/82626679090 or call (213) 338-8477, Zoom Meeting ID: 826 2667 9090
- Written public comment may also be submitted to <u>cityclerk@palmdesert.gov</u>. E-mails received by 12:30 p.m. prior to the meeting will be distributed to the Commission. Any correspondence received during or after the meeting will be distributed to the Commission as soon as practicable and retained for the official record. **Emails will not be read aloud** except as an ADA accommodation.

Pages

- 1. CALL TO ORDER
- 2. ROLL CALL
- ELECTION OF CHAIRPERSON AND VICE CHAIRPERSON FOR FISCAL YEAR 2025/2026
- 4. NON-AGENDA PUBLIC COMMENTS

This time has been set aside for the public to address the Housing Commission on issues that are not on the agenda for up to three minutes. Because the Brown Act does not allow the Commission to act on items not listed on the agenda, Commissioners may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.

5. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the Housing Commission for a separate discussion.

RECOMMENDATION:

To approve the consent calendar as presented.

5.a APPROVAL OF MINUTES

RECOMMENDATION:

Approve the Minutes of June 11, 2025.

6. BUSINESS ITEMS

Items listed in this section are presented for the Commission's review and action. Public comment is allowed on each item, with a three-minute time limit per speaker. The Commission may provide direction, request additional information, or take action as appropriate.

6.a REQUEST FOR AUTHORIZATION TO INCREASE FY 2024/25 POOL AND SPA ADDITIONAL SERVICES WITH SERVICE FIRST, LLC.

RECOMMENDATION:

Recommend that the Housing Authority Board authorize an increase of \$6,581.00 to the not to exceed amount for additional services for pool and spa repairs with Service First, LLC for fiscal year 2024/25.

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6.b CONSIDER A RESOLUTION AMENDING AND RESTATING THE ADMINISTRATIVE PLAN FOR THE HOUSING AUTHORITY'S AFFORDABLE RESIDENTIAL COMMUNITIES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTIONS FOR IMPLEMENTATION

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RECOMMENDATION:

Recommend that the Palm Desert Housing Authority Board:

- 1. Adopt Resolution No. HA-___ entitled "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY AMENDING AND RESTATING THE ADMINSTRATIVE PLAN FOR THE PALM DESERT HOUSING AUTHORITY PERTAINING TO THE MANAGEMENT AND OPERATION OF ITS AFFORDABLE HOUSING PROPERTIES" approving the amended and restated Administrative Plan for the Housing Authority's affordable residential communities and authorize the Executive Director (or his/her designee) to take appropriate actions for implementation.
- 2. Grant all necessary authority provided therein for the management and operation of all properties that may be owned, operated, restricted or otherwise controlled by the Authority from time to time.
- Authorize the Executive Director or its designee to finalize any
 corrections, take any other actions that he or she deems necessary
 to administer, facilitate, modify, establish and implement the
 Administrative Plan so long as such action is not inconsistent with
 the terms thereof or any applicable local, state and federal
 regulations.

6.c REQUEST TO AUTHORIZE REGISTRATION WITH RENTAL ASSISTANCE PROVIDERS AS A PAYEE FOR PALM DESERT HOUSING AUTHORITY RESIDENT SUPPORT

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RECOMMENDATION:

Recommend that the Housing Authority Board:

- Authorize staff to register the Palm Desert Housing Authority as a payee/vendor with local and regional rental assistance providers to facilitate receipt of rental assistance funds on behalf of eligible residents.
- 2. Authorize the Executive Director to approve registration with any additional nonprofit and government-based service providers.

7. INFORMATIONAL REPORTS

7.a FALKENBERG-GILLIAM AND ASSOCIATES MONTHLY REPORTS

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- 7.b SUMMARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS
- 7.c CITY STAFF

City staff will provide updates on relevant projects, activities, and other matters within the commission's scope. These are informational items with no formal action.

7.c.1 HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR MAY 2025

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7.d CITY COUNCIL LIAISON

The liaison provides updates to facilitate communication between the City Council and the Commission. This is an informational item with no formal action.

7.e ATTENDANCE REPORT

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8. REQUESTS FOR ACTION

Commissioners may propose future agenda items within the committee's scope. Items that receive support from at least one other Commissioner may be placed on a future agenda for discussion and possible action. No formal action will be taken at this time.

9. ADJOURNMENT

The next Regular Meeting will be held on August 13, 2025, at 3:30 p.m.

10. PUBLIC NOTICES

Agenda Related Materials: Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at www.palmdesert.gov.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

Remote Location: Pursuant to traditional Brown Act teleconferencing requirements, the teleconference location must be listed on the agenda and be accessible to the public. Commissioner Morrison may participate remotely from the Carlos Ortega Villas Resident Services Building located at 77915 Avenue of the States, Palm Desert, CA 92211.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda for the Housing Commission was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting.

/s/ Monique Lomeli, CMC Senior Deputy Clerk

HOUSING COMMISSION

PALM DESERT HOUSING AUTHORITY

REGULAR MEETING MINUTES

June 11, 2025, 3:30 p.m.

Present: Commissioner Jann Buller, Commissioner Andy Firestine,

Commissioner Dominic Moore, Commissioner Melody Morrison,

Chair Kathleen Bauer

Absent: Commissioner Olivia Docken, Vice-Chair Franchon-Marie Siddiq

Staff Present: Housing Manager Jessica Gonzales, Management Analyst Celina

Cabrera, Recording Secretary Michelle Nance, Senior

Administrative Assistant Daniel Mora

Liaison(s) Present: Councilmember Joe Pradetto

1. CALL TO ORDER

A Regular Meeting of the Housing Commission was called to order by Chair Bauer on Wednesday, June 11, 2025, at 3:30 p.m., in the Administrative Conference Room, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

2. ROLL CALL

3. NON--AGENDA PUBLIC COMMENTS

None.

4. CONSENT CALENDAR

Motion by: Commissioner Morrison

Seconded by: Chair Bauer

To approve the consent calendar as presented.

Motion Carried (5 to 0)

4.a APPROVAL OF MINUTES

Motion by: Commissioner Morrison

Seconded by: Chair Bauer

Approve the Minutes of May 14, 2025.

Motion Carried (5 to 0)

5. CONSENT ITEMS HELD OVER

None.

6. BUSINESS ITEMS

6.a AWARD CONTRACT TO GARLAND/DBS, INC., FOR ROOF REPLACEMENTS - LAS SERENAS, NEIGHBORS AND PUEBLOS (PROJECT NO. CHA00011)

Housing Manager Gonzales introduced Capital Improvement Project Manager Leyva who provided a staff report and responded to Commissioner inquiries.

Motion by: Commissioner Firestine Seconded by: Commissioner Morrison

- 1. Award the construction contract to Garland/DBS, Inc., for Roof Replacements at Las Serenas, Neighbors, and Pueblos (Project No. CHA00011), in an amount not to exceed \$4,594,147.
- 2. Authorize the Director of Finance to set aside contingency in the amount of \$459,415 for unforeseen conditions.
- 3. Authorize Director of Finance to appropriate \$369,415 from Housing Authority Reserve to Account No. 8714195-4331100.
- Authorize the Chairman and/or the Executive Director to execute the Agreement and written requests for change orders up to the contingency amount, amendments, and any documents necessary to effectuate the actions taken herewith.
- Authorize the Chairman and/or Executive Director to execute the Notice of Completion (NOC) and the City Clerk to file the NOC upon satisfactory completion of the Project.

Motion Carried (5 to 0)

6.b CONSIDER AWARD OF A CONTRACT TO TRI-STAR CONTRACTING II, INC., FOR DEMOLITION AND PARTIAL REMOVAL OF WATER FEATURE AT ONE QUAIL PLACE APARTMENTS (PROJECT NO. CHA00012)

Senior Management Analyst Cabrera provided a staff report and responded to Commissioner inquiries.

Motion by: Commissioner Firestine **Seconded by:** Commissioner Buller

Recommend to the Palm Desert Housing Authority Board to:

- 1. Award Contract to Tri-Star Contracting II, Inc., in an amount not to exceed \$128,362.
- 2. Authorize the Director of Finance to set aside a 20% contingency in the amount of \$25,672. for unforeseen circumstances.
- 3. Authorize Special Legal Counsel to make necessary non-monetary changes to the contract.

- 4. Authorize the Executive Director to approve and execute the contract, change orders up to contingency amount, amendments, and any other documents necessary to effectuate this action in accordance with Section 3.30.170(B) of the Palm Desert Municipal Code.
- 5. Authorize the Executive Director to execute the Notice of Completion and the City Clerk file the same upon satisfactory completion of the project.

Motion Carried (5 to 0)

6.c RECOMMEND APPROVAL FOR HOUSING AUTHORITY TO ENTER FACILITIES REPAIRS AND IMPROVEMENTS CONTRACTS

Housing Manager Gonzales introduced Community Services Manager Muir who provided a staff report and responded to Commissioner inquiries.

Motion by: Commissioner Buller Seconded by: Chair Bauer

- 1. Award maintenance service agreements to eight vendors for Facilities Repairs and Improvements, in a total amount not to exceed \$4,500,000 per Fiscal Year, for a three-year term with two one-year extensions.
- 2. Authorize the City Attorney to make necessary non-monetary changes to the agreement.
- 3. Authorize the City Manager to execute the agreement and any other documents necessary to effectuate this action.
- Authorize National Community Renaissance of California, to enter into oncall contracts with the eight vendors for Facilities Repairs and Improvements.

Motion Carried (5 to 0)

6.d CONSIDER APPROVAL OF AMENDMENT NUMBER 1 TO HA48600 WITH MOHAWK COMMERCIAL FOR THE PROCUREMENT OF FLOOR COVERINGS AT PALM DESERT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$250,000 FOR FISCAL YEAR 2025/26.

Senior Management Analyst Cabrera provided a staff report and responded to Commissioner inquiries.

Motion by: Commissioner Firestine Seconded by: Commissioner Morrison

Recommend to the Palm Desert Housing Authority Board to:

1. Approve Amendment number 1 to contract HA48600 with Mohawk Commercial, Inc. ("Mohawk") for the procurement of floor coverings and installation at Palm Desert Housing Authority ("Authority") properties in an amount not to exceed \$250,000 for fiscal year 2025/26.

- 2. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
- 3. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action in accordance with Section 3.30.170 of the Palm Desert Municipal Code ("PDMC").

Motion Carried (5 to 0)

6.e CONSIDER AWARD OF CONTRACT TO FRED ROCK POOLS, INC., FOR POOL AND SPA MAINTENANCE AND ADDITIONAL WORK AT PALM DESERT HOUSING AUTHORITY PROPERTIES

Senior Management Analyst Cabrera provided a staff report and responded to Commissioner inquiries.

Motion by: Commissioner Morrison Seconded by: Commissioner Moore

Recommend to the Palm Desert Housing Authority Board to:

- 1. Award a maintenance services agreement to Fred Rock Pools, Inc. (Fred Rock), for Pool Maintenance at an annual cost of \$191,240.00, subject to CPI increases if budget allows, for a two-year term with three one-year extension options.
- 2. Authorize additional work for pool and spa repairs and emergency response in an annual amount not to exceed \$60,000.
- 3. Authorize Special Counsel to make necessary non-monetary changes to the agreement.
- 4. Authorize the Executive Director to execute agreement, amendments, changes, and all documents necessary to effectuate this action, in accordance with Section 3.30.170 of the Palm Desert Municipal Code (PDMC).

Motion Carried (5 to 0)

7. INFORMATIONAL REPORTS

7.a FGA MONTHLY REPORTS

Housing Manager Gonzales provided the staff report and responded to Commissioner inquiries.

7.b RESIDENT ACTIVITIES AT PALM DESERT HOUSING AUTHORITY PROPERTIES

Housing Manager Gonzales provided the staff report and responded to Commissioner inquiries.

7.c SUMMARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS

Housing Manager Gonzales provided an update on recent actions taken by City Council and Housing Authority and responded to Commissioner inquiries.

7.d CITY STAFF

7.d.1 HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR APRIL 2025

Report provided; no action taken on this item.

7.e CITY COUNCIL LIAISON

Councilmember Pradetto expressed appreciation to the Commission, welcomed National CORE to the team, and shared an update on recent actions taken by City Council.

7.f ATTENDANCE REPORT

Report provided; no action taken on this item.

8. REQUESTS FOR ACTION

None.

9. ADJOURNMENT

The Housing Commission adjourned at 4:17 p.m.

Respectfully submitted,
Michelle Nance, Senior Deputy Clerk
Recording Secretary
Jessica Gonzales, Housing Manager
Secretary
DATE APPROVED BY HOUSING COMMISSION

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: July 9, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: REQUEST FOR AUTHORIZATION TO INCREASE FY 2024/25 POOL

AND SPA ADDITIONAL SERVICES WITH SERVICE FIRST, LLC.

RECOMMENDATION:

Recommend that the Housing Authority Board authorize an increase of \$6,581.00 to the not to exceed amount for additional services for pool and spa repairs with Service First, LLC for fiscal year 2024/25.

BACKGROUND/ANALYSIS:

On December 30, 2024, Service First completed a five-year contract to provide pool and spa maintenance and repair services for Palm Desert Housing Authority (Housing Authority) properties. The contract authorized an annual maintenance amount of \$138,573.11 and included an allowance of up to \$50,000 per year for additional services, which covered non-routine repairs, parts, and emergency responses beyond standard maintenance.

The Service First contract operated on a calendar year basis, beginning January 1st, which does not align with the Housing Authority's fiscal year. During a recent internal review, it was identified that in Fiscal Year 2024/25, expenditures for additional services exceeded the authorized amount by \$6,581.00. However, in Fiscal Year 2023/24, nearly \$9,896.00 in the additional services budget remained unspent.

This discrepancy is due to several invoices related to services performed near the end of calendar year 2023 being incorrectly posted to Fiscal Year 2024/25 rather than FY 2023/24. As a result, the current fiscal year reflects an overage that would not have occurred had the invoices been posted in the correct fiscal year.

To resolve this issue and ensure all valid expenses are covered, staff is requesting authorization to increase the FY 2024/25 allowance for additional services by \$6,581.00.

FINANCIAL IMPACT:

The financial impact is to increase the additional services amount by \$6,581.00 for the current fiscal year. Authorization does not require appropriation and there is no financial impact on the City's General Fund.

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: July 9, 2025

PREPARED BY: Jessica Gonzales, Housing Manager

SUBJECT: CONSIDER A RESOLUTION AMENDING AND RESTATING THE

ADMINISTRATIVE PLAN FOR THE HOUSING AUTHORITY'S AFFORDABLE RESIDENTIAL COMMUNITIES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE APPROPRIATE ACTIONS FOR

IMPLEMENTATION.

RECOMMENDATION:

Recommend that the Palm Desert Housing Authority:

- 1. Adopt Resolution No. HA-___ entitled "A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY AMENDING AND RESTATING THE ADMINSTRATIVE PLAN FOR THE PALM DESERT HOUSING AUTHORITY PERTAINING TO THE MANAGEMENT AND OPERATION OF ITS AFFORDABLE HOUSING PROPERTIES" approving the amended and restated Administrative Plan for the Housing Authority's affordable residential communities and authorize the Executive Director (or his/her designee) to take appropriate actions for implementation.
- 2. Grant all necessary authority provided therein for the management and operation of all properties that may be owned, operated, restricted or otherwise controlled by the Authority from time to time.
- 3. Authorize the Executive Director or its designee to finalize any corrections, take any other actions that he or she deems necessary to administer, facilitate, modify, establish and implement the Administrative Plan so long as such action is not inconsistent with the terms thereof or any applicable local, state and federal regulations.

BACKGROUND/ANALYSIS:

The Palm Desert Housing Authority (Authority) is required by the California Housing and Community Development (HCD) to adopt an approved administrative or management plan that cover specific policies. In 2008, the Authority Board considered and adopted the Authority's Administrative Plan (the Plan). The Plan does not require annual review, but is returned to the Authority Board for further review and approval when there are substantial changes suggested by Authority staff or the property manager, or changes issued by the HCD that require action by the Authority.

The purpose of the Plan is to establish program guidelines, policies and procedures as they pertain to the units owned, operated, restricted or controlled by the Authority ("Restricted Units"). This Plan serves as the management plan for the leasing, improvement, preservation, maintenance and affordability of the Authority's Restricted Units.

The Authority is responsible for the day-to-day operations of the Restricted Units and is further authorized to do all acts necessary or appropriate in connection with the operation, management, repairs and rehabilitation. Consequently, instituting and maintaining the Plan as a means of communicating policies and procedures to very low, low, and moderate-income households of the restricted units at the Properties, will assist in promoting an affordable housing program pursuant to the Fair Housing Act as well as the enforcement of the requirements thereof.

The Authority's policies are derived mainly from state law including fair housing law and regulations issued by HCD. As affordable housing program regulations and/or local policy are revised, the Plan will continue to be amended. In the absence of legal requirements or HCD guidance, industry practice may lead to additional changes in Authority policy.

The Administrator of the Plan is the Authority regardless of the funding source or ownership of the Restricted Units. The Executive Director of the Authority or his/her designee shall have the authority to implement and administer the Plan in accordance with the terms therein as well as the authorizations provided in the Authority Bylaws and resolutions. In matters where the Authority has discretion, waivers to existing policy shall be determined by the Executive Director or his/her designee.

On November 19, 2020, the Authority Board approved revisions to the Plan to update various policies. The updates included policies and procedures regarding resident selection, wait list procedures, household qualification, leasing policies and procedures, recertification requirements and termination of tenancy. Since then, staff has made additional revisions to the Plan and there have been substantial changes issued by the United States Department of Housing and Urban Development (HUD) and HCD that require action by the Authority.

Summary of Proposed Policy Revisions

The proposed revisions are highlighted in redline format in the attached document. Below is a summary of the key changes made:

ADMIN PLAN SECTION	CURRENT POLICY	PROPOSED CHANGES
Section 3. Fair Housing – Reasonable Accommodations	Existed as a general guideline.	Created as a separate section and includes more details on the process reasonable accommodations will be considered.
Section 4. Resident Selection and Waiting List Procedures	Prospective interested households complete a guest card to be placed on the Waiting List.	Prospective interested household will now complete an application to be placed on the Waiting List.

Section 4. Resident Selection and Waiting List Procedures	Two waiting lists are being maintained for interested households and transfer requests.	One Waiting list will now be maintained that includes interested households and transfer requests.
Section 4. Resident Selection and Waiting List Procedures	Waiting list maintenance currently is purged every two years.	Waiting list maintenance will now be purged annually and includes more systematic criteria.
Section 4. Applications and Household Qualification	Criminal Background outdated.	Criminal Background updated pursuant to Federal and State requirements.
Section 8. Grievance Process	Grievance Process includes a third party arbitration.	Grievance process proposed does not include arbitration.
Exhibit D – Animal Policy	Allows pets as a reasonable accommodation or a senior companion.	Proposed changes are pursuant to new state law allowing pets in apartment communities.
Exhibit E – Zero Tolerance Policy	Zero Tolerance Policy outdated.	Zero Tolerance Policy updated pursuant to Federal and State requirements.

The proposed revisions to the Plan if approved, will be effective September 1, 2025 for all new residents and within thirty (30) days for all existing residents upon proper notice being provided (from the effective date of the Policy).

The Authority's management company, pursuant to their contract with the Authority, must implement any management or administrative plan provided by the Authority. Given that the Plan memorializes the existing policies, it is expected that implementation will be seamless. The Plan incorporates comments from the incoming management company, National Community Renaissance of California (National CORE).

Staff recommends that the Authority Board approve adoption of Authority Resolution approving the Authority's proposed revisions to the Plan as well as the authorities provided therein to the Executive Director or his/her designee for the purpose of the management and operation of the Restricted Units.

Strategic Plan:

This request does not apply directly to a specific strategic plan goal, but it furthers the Housing Authority's mission "to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing to qualifying households whose incomes are very low to moderate including public-private partnerships."

Legal Review:

This report has been reviewed by the Authority's special counsel, Richards Watson and Gershon.

FINANCIAL IMPACT:

Approval of the Plan will have no fiscal impact. Any expenditure necessary to implement the Plan will not affect the General Plan nor exceed the funds in the proposed budget for the fiscal year 2025/2026.

ATTACHMENTS:

- 1. HA Resolution No. _____
- 2. DRAFT PDHA Administrative Plan Effective 9-1-25.
- 3. DRAFT PDHA Administrative Plan 12-18-20 Final Redlined.

RESOLUTION NO. HA-____

A RESOLUTION OF THE PALM DESERT HOUSING AUTHORITY AMENDING AND RESTATING THE ADMINISTRATIVE PLAN FOR THE PALM DESERT HOUSING AUTHORITY PERTAINING TO THE MANAGEMENT AND OPERATION OF ITS AFFORDABLE HOUSING PROPERTIES

WHEREAS, the Palm Desert Housing Authority (the "Authority") has established an affordable housing rental program (the "Program") for very low, low, and moderate income households in the City of Palm Desert; and

WHEREAS, the Authority has approved an Administrative Plan (the "Plan") establishing the policies and procedures under which the Authority currently operates for the administration, management and operations of the Program; and

WHEREAS, the Administrator of the Plan shall be the Authority regardless of funding source or ownership of the properties; and

WHEREAS, the Authority wishes to amend and restate the Plan to update the policies and procedures under which the Authority operates.

NOW, THEREFORE, BE IT RESOLVED by the Palm Desert Housing Authority, as follows:

<u>SECTION 1</u>. The Authority hereby approves and accepts the amended and restated Plan, as attached hereto and incorporated herein by this reference, and grants all necessary authority for the management and operation of all properties that may be owned, operated, restricted or otherwise controlled by the Authority from time to time.

<u>SECTION 2</u>. The Executive Director of the Authority or his/her designee shall have the authority to consider on a case-by-case basis waivers to existing policy in matters where the Authority has discretion, so long as such action complies with local, state and federal regulations.

<u>SECTION 3</u>. The Executive Director of the Authority or his/her designee shall have the authority to take any other actions that he or she deems necessary to administer, facilitate, modify, establish and implement the Administrative Plan, so long as such action is not inconsistent with the terms thereof or any applicable local, state and federal regulations.

Resolution No. HA		Page 2
ADOPTED ON JUNE 26, 2025.		
ATTEST:	JAN C. HARNIK CHAIRPERSON	
ANTHONY J. MEJIA		

SECRETARY

Resolution No. HA
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I, Anthony J. Mejia, Secretary of the Palm Desert Housing Authority, hereby certify at Resolution No. HA is a full, true, and correct copy, and was duly adopted at a egular meeting of the Authority Board on June 12, 2025, by the following vote:
YES: OES: BSENT: BSTAIN: ECUSED:
WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
ity of Palm Desert, California, on
ANTHONY J. MEJIA SECRETARY

ADMINISTRATIVE PLAN



ADMINISTRATIVE POLICIES AND PROCEDURES

of the

PALM DESERT HOUSING AUTHORITY

for the Management and Operation of its

AFFORDABLE HOUSING RENTAL UNITS

73-510 Fred Waring Drive Palm Desert, CA 92260 Phone: (760) 346-0611

www.cityofpalmdesert.org

Effective September 1, 2025

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ABOUT THE AUTHORITY

"The mission of the Palm Desert Housing Authority is to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing to qualifying households whose incomes are very low to moderate including public-private partnerships."

The Palm Desert Housing Authority (Authority) was created in December of 1997 by the Palm Desert City Council to manage certain affordable rental properties located in the City. These properties were acquired by the former Palm Desert Redevelopment Agency (former RDA) from the Riverside County Housing Authority (RCHA). Before the acquisition, the RCHA owned and operated the 725 affordable units in Palm Desert. In 2012, as part of statewide legislation that dissolved redevelopment agencies, the City of Palm Desert (City) designated the Authority as the successor housing entity. Today the Authority, now owns more than 1,000 affordable rental units with income levels ranging from very low (20 percent of the Riverside County Area Median Income) to moderate (up to 120 percent of the Riverside County Area Median Income). The members of the City Council serve as the Authority's Board (the Board or Authority Board), And the Authority Board established a Housing Commission made up of community members to provide review and advise on matters to come before the Authority Board.

The Authority collaborates closely with the City to uphold the goals and policies outlined in the City's Housing Element:

Goal 1: Provide a range of housing types that meet the needs of all income groups within the City.

Goal 2: Preserve and maintain the City's high quality affordable housing stock.

The success of the Authority's affordable housing programs can be attributed to the strong foundation of policies, procedures and regulations in place. These programs ensure that all residents are treated fairly under fair housing laws, and equitably based on income and family size. The Authority's rental properties, along with other housing initiatives, are managed by a contracted professional property management company, working in coordination with staff, and adhering to the guidelines in this Administrative Plan.

The policies, guidelines and standards outlined in this Administrative Plan shall apply to rental properties owned, operated or controlled by the Authority. They are designed to promote the maintain and preservation of affordable housing in Palm Desert, enhance the condition of these properties, and ensure compatibility with the community, as expected by both the City Council and the Authority Board.

NOTICE:

This Plan is intended to establish policies where the Authority has discretion under the applicable law. This Plan does not purport to change any of the requirements of Federal or State Law. In the event any discrepancy between this Plan and applicable law, the law will prevail.

Section 1. DEFINITIONS

Unless the context explicitly requires otherwise, the following terms are defined as follows. References to statutory or regulatory provisions include any subsequent amendments unless sated otherwise. Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise. Code Sections or statutes that are referenced herein may be amended from time to time and shall be subject to the then current law unless stated otherwise.

- <u>Section 1.1</u> <u>Adjusted for Family Size</u> shall mean a standardized household size for renting units appropriate for family size as defined in Health and Safety Code Section 50052.5, as amended.
- <u>Section 1.2</u> <u>Affordable Housing Cost</u> shall mean the cost of housing as defined by Title 25 CCR Section 6920, calculated under California Health and Safety Code Section 50052.5, as amended.
- Section 1.3 Area Median Income (AMI) shall mean the Area Median Income for Riverside County, determined annually by the Department of Housing and Community Development for the State of California ("HCD"), under California Health and Safety Code Section 50093, as amended. Adjustment for family size shall align with California Health and Safety Code Section 50052.5, as amended. If HCD ceases publishing AMI, a comparable index approved by the Authority or funding source will be used.
- <u>Section 1.4 Applicant</u> shall mean a person or household applying for tenancy at an Authority Property. Related terms: Interested Household, Wait List Eligible Household, and Qualified Household.
- Section 1.5 Assets see Household Assets.
- Section 1.6 Authority shall mean the Palm Desert Housing Authority.
- <u>Section 1.7</u> <u>Authority Board</u> shall mean the governing body for the Authority.
- <u>Section 1.8</u> <u>Caretaker</u> see Live-in Aide.
- Section 1.9 CCR shall mean the California Code of Regulations.
- Section 1.10 CFR shall mean the Code of Federal Regulations.
- Section 1.11 Child see Minor.
- <u>Section 1.12 Child Care Expenses</u> shall mean a reasonable costs paid by a Household for the care of Minors under age 13 when necessary to enable a family member to work.
- <u>Section 1.13</u> <u>City</u> shall mean the City of Palm Desert.

<u>Section 1.14</u> <u>City Manager</u> – shall mean the City Manager for the City of Palm Desert or his or her designee.

- <u>Section 1.15</u> <u>County</u> shall mean the County of Riverside, California.
- <u>Section 1.16</u> <u>Disability</u> shall mean a physical or mental impairment that substantially limits major life activities defined by under the Americans with Disabilities Act.
- <u>Section 1.17</u> <u>Disability Program Participant</u> shall mean a Household member who has been determined by the Commissioner of Social Security to be unable to engage in any substantial gainful activity due to a medically determinable physical or mental impairment that has lasted or can be expected to last for a continuous period of at least 12 months, or as more particularly defined in Section 223 of the Social Security Act.
- <u>Section 1.18</u> <u>Elderly Household</u> shall mean a Household that consists of one or two persons, one of which is a Senior, or otherwise is qualified in accordance with California Civil Code Section 51.11.
- <u>Section 1.19</u> <u>Emergency Condition</u> shall mean any condition in the Restricted Unit or applicable Property that poses an immediate, verifiable threat to the life, health or safety of the Resident that cannot be repaired or abated within 24 hours.
- <u>Section 1.20</u> <u>Exceptional medical or other expenses</u> shall mean medical expenses, and/or unusual expenses, as defined in this Section, which exceed 25 percent of the gross annual income.
- <u>Section 1.21</u> <u>Executive Director</u> shall mean the Executive Director of the Palm Desert Housing Authority.
- <u>Section 1.22</u> Family shall also mean 'Household' within the Plan unless otherwise stated. See also Household.
- <u>Section 1.23</u> <u>Grievance</u> A Resident's or Applicant's right to seek review of a decision by an impartial panel concerning the Management Company's action or failure to act in accordance with the individual Resident's lease or the Authority's policy and procedures herein described that adversely affect the individual's rights, duties, welfare, or status.
- <u>Section 1.24 HCD</u> shall mean the Department of Housing and Community Development for the State of California.
- <u>Section 1.25 HOME funds</u> shall mean financial allocations under a block grant funding program made available through HUD aimed at fostering public-private partnerships and increasing the supply of decent, safe, sanitary and affordable housing with a focus on very low-income and low-income families in accordance with the HOME Investment Partnerships Program regulations (24 CFR Part 92, as amended).
- <u>Section 1.26</u> Household shall mean one or more persons intending to occupy or occupying the same Restricted Unit, as more particularly described in the Occupancy

Standards Policy. Household shall also mean 'Family' within this Plan unless stated otherwise.

- <u>Section 1.27</u> <u>Household Assets</u> shall mean those Assets defined under Title 25 CCR Section 6914 includable as monthly income as prescribed therein.
- <u>Section 1.28 HUD</u> shall mean the U.S. Department of Housing and Urban Development.
- <u>Section 1.29</u> Income shall mean income that a person or Household has received or is expected to receive as more particularly categorized and described below:
 - <u>Section 1.29.1 Annual Income</u> shall mean the anticipated total annual income of a Household from all sources for the 12-month period following the date of determination of income, computed in accordance with Title 25.
 - <u>Section 1.29.2</u> Household Income shall mean the total of all income received by a Household which is included under Title 25 CCR Section 6914 less deductions and exemptions specified therein.
 - <u>Section 1.29.3 Gross Income</u> shall have the meaning ascribed to such term in Title 25 CCR Section 6914, as such regulations may be amended from time to time.
 - <u>Section 1.29.4 Maximum Household Income</u> shall mean the Household income calculated based on family size that may be equal to but does not exceed 120 percent of the Riverside County AMI. Household incomes exceeding 120 percent of the Riverside County AMI will not be eligible for the Authority's program.
 - Section 1.29.5 Net Income for the purpose of determining Affordable Housing Cost or affordable rent, "net income" shall be computed as provided by Title 25 CCR Section 6916, as such regulations may be amended from time to time, as follows: the annual gross income less \$300 for each minor and medical expenses which exceed 3 percent of the annual gross income and unusual expenses, all divided by 12.
 - For the purposes of this Plan, "Income" shall not include the income of Live-In Aides.
 - For the purposes of this Plan, "Income" shall include any employment, benefits, family support and additional bank deposits provided to any member of the Household, except for items listed under subdivision (b) of Title 25 CCR Section 6914, as such regulations may be amended from time to time.
 - For the purposes of this Plan, "Income" shall include net income from the operation of a business or profession (including self-employment).
 - For the purposes of this Plan, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business owned by any Household member.
 - See also, Income by Unit Allocation, Income Category, Income Level, Low Income Household, Very Low Income Household, Moderate Income Household, and Qualified Household.

<u>Section 1.30</u> <u>Income by Unit Allocation</u> – shall mean the allocation provided by the Authority to the Management Company for the purposes of blending the Qualified Household and resident incomes among the properties.

- <u>Section 1.31</u> Income Category shall mean the average income percentages within each income level. In the case of Extremely Low and Very Low Income shall include Household incomes from 20 percent up to 50 percent in the following categories: 20-24, 25-29, 30-34, 35-39, 40-44, 45 up to 50 percent; in the case of Low Income shall include Household incomes from 51 percent up to 80 percent in the following categories: 51-55, 56-60, 61-65, 66-70, 71-75, 76-80 percent; and in the case of Moderate Income shall include Household incomes from 81 percent up to 120 percent as one category.
- <u>Section 1.32</u> <u>Income Level</u> shall mean a Household determined by income to be either very low, low or moderate income pursuant to the definitions prescribed herein.
- <u>Section 1.33</u> <u>Interested Households</u> shall mean a person or Household that desires to apply for tenancy at a Property that contains Restricted Units. See also: Applicant.
- <u>Section 1.34</u> <u>Jurisdiction</u> shall mean the legal jurisdiction of the Authority, which is the city limits of the City of Palm Desert.
- Section 1.35 Live-in Aide shall be defined as provided in Title 24 CFR Section 5.403, and shall mean a person residing with a Seniors or an individuals with disabilities, who provides essential care services as verified by the Authority, is not obligated for the support of the Resident(s), and would not be reside in the Restricted Unit except for providing supportive services. Live-in Aides must (1) certify annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403 via affidavit; (2) consent to a back-ground check by the Management Company; and (3) acknowledgement that he or she only has right to the Restricted Unit as long as the applicable Resident(s) need supportive services and remains a Resident of the Restricted Unit.
- <u>Section 1.36</u> <u>Low Income Household</u> shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50079.5 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.
- <u>Section 1.37 Management Company</u> shall mean the contracted property management company for the Authority.
- <u>Section 1.38</u> <u>Medical Expenses</u> shall mean those medical expenses not included as extraordinary or unusual expenses, which are to be anticipated during the 12-month period for which the gross income is computed, and which are not covered by insurance (however, premiums for such insurance may be included as medical expenses).
- <u>Section 1.39</u> <u>Minor</u> shall mean a member of the Household, excluding the head of household or spouse, who is under 18 years of age.

Section 1.40 Moderate Income Household – shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50093 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.

- <u>Section 1.41</u> Notice of <u>Denial</u> shall mean the notice provided to the Household when it is ineligible, not qualified or is no longer qualified.
- <u>Section 1.42</u> <u>Occupancy Standards Policy</u> shall mean the occupancy standards for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.
- Section 1.43 Plan shall mean this Administrative Plan (also referred to as the Plan).
- <u>Section 1.44 Property</u> shall mean a multi-family or senior residential apartment community, or part thereof, that is owned, operated or controlled by the Authority, including properties listed in Exhibit A, as amended.
- <u>Section 1.45</u> Property <u>Manager</u> shall mean the individual assigned by the Management Company to oversee daily operations at a specific affordable residential property.
- <u>Section 1.46</u> <u>Public Housing Agency</u> shall mean any State, County, municipal or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for Very Low, Low, or Moderate Income Households.
- <u>Section 1.47</u> <u>Qualified Household</u> shall mean a person or Household whose total household income does not exceed the limits established by the Plan and who have provided documentation as required herein to demonstrate he, she or it is qualified to occupy a Restricted Unit.
- <u>Section 1.48</u> RCHA shall mean Riverside County Housing Authority.
- <u>Section 1.49</u> Reasonable Accommodation shall mean a change to a rule, policy, or practice that allows a person with a disability to use and enjoy their housing. This includes access to dwelling units, public areas, laundry rooms and parking.
- <u>Section 1.50</u> Rent shall mean the amount charged for occupying a Restricted Unit, as outlined in the Rental Rate Policy, or any amendments thereto. The categories are as follows:
 - <u>Section 1.50.1</u> <u>Affordable Rent</u> shall mean rent calculated in accordance with Health and Safety Code Section 50053 for Very Low, Low or Moderate-Income Households, including a reasonable utility allowance.

<u>Section 1.50.2</u> <u>Maximum Rent</u> – shall mean the maximum rental rate set for a particular type of unit at a specific Property, without regard to utility allowance, based on a bi-annual market survey. Such rate shall be adjusted in the non-surveyed year by the AMI percentage change as more particularly described in the Rental Rate Policy or any amendments thereto.

- <u>Section 1.50.3</u> Resident Rent shall mean the total monthly resident payment to the Authority as determined by certification, recertification, or outside assistance. Resident Rent may or may not be the total paid as Unit Rent for a particular unit.
- <u>Section 1.50.4 Unit Rent</u> shall mean the total rent charged for a particular Authority owned, operated or controlled unit, including those amounts accepted from a third party for the purposes of rental assistance or housing expense.
- <u>Section 1.51</u> Rent Burdened shall mean a Household that pays more than 30 percent of its Household Income for rent and utilities.
- <u>Section 1.52</u> Rental Rate Policy shall mean the rental rates for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.
- <u>Section 1.53</u> Resident shall mean a person or Household that has signed a residential lease to occupy or is currently occupying a Restricted Unit.
- <u>Section 1.54</u> Restricted Units shall mean Restricted housing unit occupied by a Qualified Households that is owned by the Authority.
- <u>Section 1.55</u> <u>Senior</u> shall mean a person who is at least 55 years of age or older.
- <u>Section 1.56</u> <u>Successor Agency</u> shall mean the Successor Agency to the Palm Desert Redevelopment Agency
- <u>Section 1.57</u> <u>Title 25</u> shall mean Title 25 of the California Code of Regulations Section 6910, et seq., as it pertains to income and household size for Households whose income is very low, low or moderate, as may be amended from time to time.
- <u>Section 1.58</u> <u>Unusual expenses</u> shall be as defined in 25 CCR Section 6912, and shall mean amounts paid by the Household for the care of minors under 13 years of age or for the care of disabled or handicapped household members, but only where such care is necessary to enable a Household member to be gainfully employed, and the amount allowable as unusual expenses shall not exceed the amount of income from such employment.
- Section 1.59 <u>Utilities</u> shall include electricity, gas, other heating (including hot water heating), refrigeration and cooking fuels not paid by the Authority. Utilities may include water, trash and sewer if not paid by the Authority. Telephone, Cable, Digital Services and Internet Connection costs are not included as utilities.

- <u>Section 1.60</u> <u>Utility Allowance</u> shall mean the amount, updated annually, equal to the estimate established by the RCHA of the monthly cost of a reasonable consumption of such utilities and other services described in Title 25 CCR Section 6918(c) for the Restricted Unit by an energy-conservative Household consistent with the requirements of a safe, sanitary, and healthful living environment applicable for each unit type and equipment.
- <u>Section 1.61</u> <u>Veteran</u> shall mean a person who has served in U.S. Armed Forces at any time, and was discharged or released under conditions other than dishonorable, as verified by the Veterans Administration.
- <u>Section 1.62</u> <u>Veterans Preference</u> shall mean the preference that allows a Wait List Eligible Household that includes a Veteran to be placed on the applicable priority waiting list.
- <u>Section 1.63</u> <u>Very Low Income Household</u> shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50105 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time; provided, however, that such income is at least 20 percent of AMI.
- Section 1.64 Wait List Eligible Households shall mean persons and families who have provided the documentation and/or information required demonstrating that they meet the minimum eligibility requirements to be placed on a waiting list. (See Section 3.3)

Section 2. ABOUT THE PLAN

<u>Section 2.1 PURPOSE OF THE PLAN</u>. The Administrative Plan (the Plan) establishes guidelines, policies and procedures governing properties owned, operated, or controlled by the Authority. The plan serves as the management framework to ensure the rental, improvement, preservation, maintenance and affordability of Authority Restricted Units.

Section 2.2 APPLICABILITY OF THE PLAN. The Plan applies to Interested Households, Wait List Eligible Households, Qualified Households, Applicants and Residents applying for or residing in properties listed in Exhibit A and any other properties under the jurisdiction of or management of the Authority. Unless specified otherwise by Federal or State funding guidelines, the procedures outlined in the Plan also apply to Residents of Restricted Unit who receive Federal or State receiving direct or indirect Federal or State funding. In cases of inconsistency between the Plan and Federal or State laws, such the applicable laws shall prevail.

<u>Section 2.3 ADMINISTRATOR OF THE PLAN</u>. The Authority is the administrator of the Plan, regardless of the funding source or ownership of the Restricted Units. The Executive Director shall have the authority for implementing and administering the Plan's policies. Where the Authority has discretion,, the Executive Director or his or her designee has the authority to approve waivers of existing policies.

<u>Section 2.4 FISCAL RESPONSIBILITIES</u>. Before the start of each fiscal year or as soon as possible following acquisition of property acquisition, the Authority Board will adopt a budget for the property. The budget will include a projected revenues and all expenditures, including management fees prior to any spending. Procurement procedures will adhere to the City's policies and applicable law.

Section 2.5 EQUAL OPPORTUNITY. The Authority and its agents shall comply with all applicable federal, state, and local anti-discrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968 (amended by the Community Development Act of 1974); Executive Order 11063 as amended in 1992; the Fair Housing Act of 1968, as amended; the Age Discrimination Act of 1975; the Americans with Disabilities Act (ADA) of 1990; the U.S. Department of Housing and Urban Development fair housing regulations .

It is the Authority's policy to comply with any legislation enacted to protect the rights of Residents, Applicants or staff.

It is the Authority's policy to post required notices prominently throughout the properties as mandated.

Section 2.6 LIMITED ENGLISH PROFICIENCY. It is the Authority's policy to ensure meaningful access to programs, services and documents to limited English proficient (LEP) individuals. The Authority may translate certain documents related to the Plan as well as those required by law to assist persons with LEP. Notwithstanding this provision, the English version of all documents signed by the Resident will govern. Reasonable, necessary steps will be provided in order to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

<u>Section 2.6.1 ESTABLISHING LANGUAGE ASSISTANCE NEEDS.</u> To determine the appropriate level of language assistance required at each property, this includes providing interpreters and, where necessary, translated documents to applicants and residents ("beneficiaries") at no cost, as required by state law this may include interpretations as necessary, a **four-factor analysis** shall be conducted as follows:

- 2.6.1.1 Number or Proportion of LEP Persons: The number of LEP individuals eligible to be served or likely to be encountered at the property.
- 2.6.1.2 Frequency of Contact: How often LEP individuals interact with the property's staff or services.
- 2.6.1.3 Nature and Importance: The significance of the programs, activities, or services provided at the property.
- 2.6.1.4 Resources and Costs: The availability of resources and associated costs for providing language services.

Section 2.6.2 LANGUAGE ACCESS PLAN.

- 2.6.2.1 Languages Identified. The Language Access Plan (LAP) specifies the language(s) spoken by the proportionate majority of LEP beneficiaries at each property.
- 2.6.2.2 Interpretation Services. All LEP individuals are entitled to interpretation services, regardless of the language they speak. Staff must provide interpretation services as needed.
- 2.6.2.3 Document Translation. Translation of vital documents will be considered on a case-by-case basis. (a) Whether the document is vital to ensuring program access or continued assistance for the LEP beneficiary.(b) The cost implications and resources available to the property
- Section 2.6.3 <u>Authorization Process for Document Translations</u>. Document translations must not be initiated without prior approval from the Management Company Regional Director.
- Section 2.7 PROPERTIES. The Plan applies to all Properties currently owned and operated by the Authority, as listed in Exhibit A as well as any properties or development that may be acquired, managed, or controlled by the Authority. Some Authority properties are exclusively designated for Seniors and Elderly Households, while others are available to all Qualified Households.

Section 3. FAIR HOUSING – REASONABLE ACCOMODATION

- 3.1. REASONABLE ACCOMMODATION. Reasonable accommodation can include:(1) Making changes to the interior of units to meet accessibility requirements, such as placing light switches at accessible heights and (2) Changing a bathtub to a "walk in" shower.
 - 3.1.1 Management Company cannot require people with disabilities to pay extra fees or deposits, or impose other special conditions, as a condition of receiving a reasonable accommodation. Failure to provide a reasonable accommodation may be considered discrimination.
 - 3.1.2 The Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) are laws that seek to ensure equal access to housing opportunities for individuals with disabilities and other protected classes.
- 3.2. REQUEST FOR ACCOMMODATION. A resident or an applicant for housing makes a reasonable accommodation request whenever they make clear to the Property Manager that they are requesting an exception, change or adjustment to a rule, policy, practice or service because of their disability. The resident or applicant should explain what type of accommodation they are requesting.
 - 3.2.1 An applicant or Resident is not entitled to receive a reasonable accommodation unless they request one. However, the FHA does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on their behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words "reasonable accommodation." However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.
 - 3.2.2 Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the Property Manager if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made.
 - 3.2.3 A doctor's note (written within 3 months of the request) is also required to verify the needs of the reasonable accommodation.
 - 3.2.4 Whether a particular accommodation is reasonable depends on a variety of factors and must be decided on a case-by-case basis.
 - 3.2.5 The determination of whether a requested accommodation is reasonable depends on the answers to two questions. First, does the request impose an undue financial and administrative burden on the Authority? Second, would making the accommodation require a fundamental alteration in the nature of the Authority's operations? If the answer to either question is yes, the requested accommodation is not

reasonable. However, even where a Management Company is not obligated to provide a particular accommodation because the particular accommodation is not reasonable, the Management Company is still obligated to provide other requested accommodations or alternative accommodations to the one initially requested that do qualify as reasonable.

Section 4. RESIDENT SELECTION AND WAITING LIST PROCEDURES

The Authority has determined that the demand for affordable rental housing exceeds available supply. To help identify Households that have interest in Restricted Units, waiting lists will be established for each property as outlined below. Households that meet the eligibility requirements will be placed on the waiting list based on their income category, household size, and any allowable preferences.

- <u>Section 4.1 WAITING LIST INTEREST REGISTRATION FORM.</u> All **Interested Households** must complete a "Waitlist Application". The Waitlist Application is used by the Authority to assess eligibility for placement on the waiting list based on the information provided. Waitlist Application can be submitted by phone, by mail or email, RentCafe or delivered in person to the individual property management office.
- Section 4.2 ESTABLISHMENT OF WAITING LISTS. Waiting lists will be maintained for each property, with the exception of Palm Village, Santa Rosa, and Carlos Ortega Villa, for each Income Category at or below 120 percent of the Riverside County AMI. For Palm Village, Santa Rosa, and Carlos Ortega Villas waiting lists will be maintained for Income Category at or below 80 percent of the Riverside County AMI. Waiting lists for transfers will also be separately maintained for each property in accordance with this Section 3.
- Section 4.3 ELIGIBILITY FOR WAITING LIST. To become a **Wait List Eligible Household**, and be placed on the waiting list, an Interested Household must meet the income eligibility requirements based on the Riverside County AMI. The Interested Household will be required to meet additional permissible criteria established by the Authority under Title 25 which include but are not limited to:
 - <u>Section 4.3.1</u> Must provide Income and Assets information for all Household members aged 18 or older (excluding for Live-In Aides), ensuring the total does not exceed the current published Maximum Household Income for the Household size.
 - <u>Section 4.3.2</u> Must provide names and ages of all Household members.
 - <u>Section 4.3.3</u> Must disclose any allowable preferences and accommodation needs at the time of interest.
 - Section 4.3.4 Current address and contact information.
- Section 4.4 PLACEMENT ON THE WAITING LIST. All Wait List Eligible Households will be placed on the appropriate affordable waiting list according to allowable preferences, qualifying income, household size, and the date/time order the Wait list Application was received. Wait List Eligible Households must update the information provided to the Management Company as necessary to maintain eligibility during the wait list period and continue on the waiting list.
- Section 4.5 NOTIFICATION OF AVAILABLE UNIT. Once the Management Company identifies a Restricted Unit that will become available, Wait List Eligible Households will be notified by phone or email. In the event that the Management Company cannot reach the Wait

List Eligible Household by phone or email, the Management Company will provide notification by U.S. mail. The Wait List Eligible Household will have five (5) business days to respond to this notification. Failure of the Wait List Eligible Household to respond within the time frame above will result in removal from the waiting list. It is the Wait List Eligible Household's responsibility to keep the waiting list information up to date at all times. In the event contact is not possible due to insufficient or out of date information, the Wait List Eligible Household will no longer be deemed 'eligible' and will be removed from the waiting list without further notice.

Section 4.6 NOTIFICATION BY WAIT LIST ELIGIBLE HOUSEHOLD OF INCOME OR HOUSEHOLD CHANGES. Wait List Eligible Household must report any changes to their income or composition to the Property Manager of the individual property to ensure its placement on the waiting list under the correct income category and/or Household size. At the time the updated information is provided, if the revised household income changes the income category for the Wait List Eligible Household but remains under 120 percent of the AMI, the Household will remain 'eligible' and will be reassigned to the appropriate new income category while retaining their original placement date on the waiting list. The Wait List Eligible Household will be notified of the change.

Section 4.7 WAITING LIST MAINTENANCE AND NOTIFICATION OF CONTINUED INTEREST. Wait List Eligible Household on the waiting list must confirm their continued interest every year and maintain all information current. The Wait List Eligible Household must notify the individual property management office at least five (5) days but not more than 60 days before the one-year anniversary of placement on the waiting list. Failure to notify the property management office within this time frame will result in removal from the waiting list. The waiting list will be purged annually of Households that no longer meet the applicable requirements. The Wait List Eligible Households will alsobe removed from the waiting list for the following reasons:

Section 4.7.1 The Household has been on the waiting list for more than twelve (12) months without confirming its continued interest.

Section 4.7.2 The Household fails to respond to a written request for information.

Section 4.7.3 The Household information becomes outdated, making it impossible for the Management Company to contact the Household.

Section 4.7.4 The Household misses a scheduled appointment without notifying the property management office to reschedule.

Section 4.7.5 The Household requests in writing to be removed from the waiting list,

Section 4.7.6 The Household's income or size has exceeded the limits of the program.

Section 4.7.7 The Household fails to disclose any allowable preferences and accommodation needs at the time of interest.

Section 4.7.8 The Household has been removed from a Property waiting list during an annual purse of the waiting list.

Section 4.7.9 The Applicant has been deemed ineligible previously by the Authority.

Section 4.7.10 The Household fail to provide any information or documentation that deems a Wait List Eligible Household to be ineligible (includes the lack of documentation proving eligibility).

Section 4.8 ALL UNITS ARE AFFORDABLE. Restricted Units will not be rented to families with income above the moderate income limit as defined in this Plan. If Restricted Units are no longer required to be affordable, then those units will be made available on a first come, first served basis regardless of income and family size, at the maximum rent set forth in the Rental Rate Policy. Policies outlined in this Plan apply to all Residents regardless of income or family size.

Section 4.9 PREFERENCES. Each Wait List Eligible Household will be placed on the appropriate affordable waiting list based on their income category, household size, the Veterans Preference, court order, and any other preference required under state or federal law. These preferences must be disclosed at the time as the Interested Household has completed the Waiting List Application or when they become eligible for such preference, whichever occurs first. An existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer pursuant to Section 3.10.4 will be prioritized over a Waiting List Eligible Household.

Section 4.10 SELECTION FROM THE WAIT LIST UPON UNIT AVAILABILITY. Notwithstanding Section 3.10.4 herein, when a vacancy occurs, a Restricted Unit becomes available after restoration, or a Resident submits a 30 day notice, a Wait List Eligible Household will be selected to apply as an **Applicant** for tenancy in the following manner: first from the appropriate income waiting list that satisfies the property's Income by Unit Allocation, then by household size appropriate for the Restricted Unit in accordance with the Occupancy Standards Policy.

The household income of an Applicant at the time a Restricted Unit becomes available will be used to determine the appropriate income category for the Applicant. If at the time a Restricted Unit becomes available, the Applicant's income is different than the waiting list income category they are selected from, they will be returned to a 'Wait List Eligible Household' status and placed on the appropriate income category waiting list in accordance with the waiting list procedures. The Household will be placed at the 'bottom' of the new income category list and notified of the change.

If there are no Wait List Eligible Households in the appropriate income category for the available Restricted Unit, the next Wait List Eligible Household will be selected from the next lower income category or an income category of need for housing.

Upon being selected to apply for tenancy the Applicant will then be required to complete the application process to determine whether they are a **Qualified Household** under the Plan as more particularly described in Section 4 and 5.

Section 4.10.1 Property Income Composition and Income by Unit Allocation. The Authority may periodically adjust the Resident Income composition of the property to ensure that no single income level is overly concentrated in a given Property. Selection of Residents will be made in a way that promotes a diverse, economically balanced community and ensures decent, safe and sanitary housing. This process is managed through an allocation system called Income by Unit Allocation.

<u>Section 4.10.2</u> <u>Unit Under/Over Utilization</u>. To prevent overcrowding and underutilization of Restricted Units, Households will be selected according to the Occupancy Standards Policy.

Section 4.10.3 Offer and Acceptance of a Restricted Unit. Once an Applicant is deemed a Qualified Household, the Household will be offered an available Restricted Unit appropriate for the household composition. The Qualified Household has an option to accept or decline once, without affecting their position on the waiting list. A Qualified Household that declines more than one offer, they will be removed from the waiting list, unless the refusal is based on disability or other legally protected reasons.

The Authority will consider individual Household's needs and Fair Housing guidelines when identifying suitable Restricted Units.

Upon acceptance, the Qualified Household will be notified, by telephone and email or in writing of the anticipated availability. After accepting the Restricted Unit, the Qualified Household will be removed from the waitlist for all other Authority Communities.

Section 4.10.4 Unit Availability and Transfers. The type of Restricted Unit that becomes available will determine whether the next Wait List Eligible Household is selected or if special accommodation are made, including transfers for existing Resident. When a Restricted Unit becomes available, existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer will have priority over a Waiting List Eligible Household. Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Requested Transfers will be added to the bottom of the appropriate waiting list for the requested property unless the request is being considered both by management and the Resident for purposes of mutual benefit to the parties.

- 4.10.4.a Emergency Transfer: A transfer of an existing Resident that is necessary due to an urgent, emergency situation.
- <u>4.10.4.b</u> <u>Disabled Person Accommodation</u>: A reasonable accommodation in accordance with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973, the Fair Housing Act or applicable state disability laws.
- <u>4.10.4.c</u> Required Transfer: A mandatory transfer when a Resident's Restricted Unit no longer meets the Authority's occupancy standards, is undergoing rehabilitation, or is being demolished
- <u>4.10.4.d</u> <u>Medical Transfer</u>: A transfer due to a verifiable medical reason.

4.10.4.e Requested Transfers: A transfer requested by an existing Resident to alleviate hardship such as reducing the distance to their workplace or any other requested transfer at the Authority's discretion. All costs associated with a requested Transfer are the responsibility of the Resident.

Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Existing residents requesting transfers will be placed at the bottom of the appropriate waiting list, unless management and the resident mutually agree to a transfer beneficial to both parties.

Section 4.11 Conflicts Prohibited. No employee, contractor, subcontractor, or agent of the Authority involved in formulating policy or influencing decisions regarding the Properties and programs governed by this Plan, nor their immediate family members may apply for or occupy a Restricted Unit within the Properties governed by this Plan during their employment or for one year after their employment ends. For this Section, "immediate family member" means spouse, domestic partner, child, stepchild, sibling, and others defined by law.

Section 5. APPLICATIONS AND HOUSEHOLD QUALIFICATION

Once a Wait List Eligible Household is selected as an Applicant in accordance with Section 3, the Applicant must submit a completed application, in a format acceptable to the Management Company. This application must include all required documentation, verifications, authorizations and certifications as outlined in this Section.

- <u>Section 5.1 APPLICATION</u>. The completed application will require that the Applicant provide the following:
 - <u>Section 5.1.1 Contact Information</u>. Current address and contact information for the Applicant.
 - <u>Section 5.1.2 Income</u>. All Household members over 18 (except for Live-In Aides), must submit income documentation, which may include but is not limited to tax returns, pay stubs, bank statements, unemployment earnings, Social Security or disability earnings statements, and any other records requested by the Authority. Contributions or gifts from outside sources must be documented in an affidavit and recertified annually.
 - 5.1.2 (a) Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends:
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).
 - (6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,
 - (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;

(8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

- <u>5.1.2</u> (b) The following items shall not be considered as income:
 - (1) Casual, sporadic or irregular gifts;
 - (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses (including, without limitation funds received as flex benefits from an employer that are actually used for medical expenses);
 - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
 - (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not us ed for the above purposes of which are available for subsistence are to be included in income;
 - (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
 - (6) Relocation payments made pursuant to federal, state, or local relocation law;
 - (7) Foster child care payments;
 - (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
 - (9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
 - (10) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
 - (11) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

- 5.1.2 (c) Proof of Income is required of all occupants over 18 (except for Live-In Aides), this includes but is not limited to: Last three (3) consecutive pay stubs (current & consecutive), Social Security Award Letter (within 60 days), Unemployment Claim Award Letter (current), 2 years Tax returns if self-employed (current), Child support documents (current), County Assistance (Cal-Works, current letter), Retirement Income.
- Section 5.1.3 Assets. Asset information for all Household members over the age of 18 (except for Live-In Aides) which includes but is not limited to documentation of any interest in real property other than a primary residence, three (3) months' bank statements for all accounts savings accounts records, and current statements for stocks, bonds, crypto currency, CD accounts or money market account, full copy of life insurance policy, and other forms of capital investments.
- <u>Section 5.1.4 Affordable Requirements</u>. Necessary documentation to verify affordable criteria has been met by all Household members in accordance with Section 4.3.
- <u>Section 5.1.5 Applicant Lease Requirements</u>. Necessary documentation to verify applicant lease requirements have been met by all Household members in accordance with Section 4.2.
- <u>Section 5.1.6 Identification</u>. Proof of identification, birth documents for each family member, and a current driver's license, or equivalent, for copying.
- Section 5.1.7 Consent/Verification Forms. All Household members over the age of 18 must authorize the Authority, through written authorization or signed consent form, to verify or obtain information regarding Income, Assets, Resident history, conduct background checks (including criminal) and obtain credit reports. All Household members who authorize the release of information or background checks have the right to privacy in accordance with federal law.
- Section 5.1.8 Application Fee. Except as provided in that certain Stipulation for Entry of Judgment, Riverside County Superior Court Case No. INDIO 51124, each Applicant and every Household member over 18 years or older shall pay a non-refundable one-time application fee. The Executive Director shall establish the application fee annually concurrently with the annual rental rates as more particularly described in the Rental Rate Policy.
- <u>Section 5.1.9 Other Information</u>. Any other information reasonably deemed necessary by the Authority to determine eligibility.
- <u>Section 5.2 APPLICANT LEASE REQUIREMENTS</u>. The following lease requirements will apply to all members of Interested Households, Wait List Eligible Households, and Applicants:
 - <u>Section 5.2.1 Age Requirements</u>. Lease holder(s) must be 18 years or older. All household member(s) 18 years or older (except for Live-In Aides) must sign the lease for the Restricted Unit and comply with all requirements of the Plan.

- <u>Section 5.2.2 Income History/Verification</u>. Lease holder(s), must provide proof of income. If the Lease holder(s) are retired or receiving government assistance, they must submit an award letter. If Lease holder(s) are employed, they must submit three months of pay stubs.
- <u>Section 5.2.3 Self-Employment</u>. Lease holder(s) that are self-employed must provide a complete copy of the previous year's personal tax returns, copies of business and personal bank statements for the six months, and a profit and loss statement prior to the submittal of the completed application.
- Section 5.2.4 Lease Income Requirement. Lease holder(s)must have an income of at least 2 ½ times (250 percent) the rental rate for the Restricted Unit at the time of application, but not less than 20 percent of the AMI.
- <u>Section 5.2.5 Rental History</u>. Must provide 3 years of verifiable rental history. Rental history can be verified by a notarized letter from a prior landlord, proof of payment (i.e., cancelled checks), or similar documentation.
- Section 5.2.6 Criminal Background Check. A nationwide criminal background check is required for all Household members over 18(minimum criteria in accordance with Exhibit B). The Authority enforces a Zero Tolerance Policy for drug-related and violent criminal activity (see Exhibit E). Any conviction related to such offenses, or any behavior that threatens Residents' safety and peaceful enjoyment, will result in application denial.
- <u>Section 5.3 AFFORDABLE QUALIFICATION REQUIREMENTS</u>. All Households must meet the affordable qualification requirements listed in this Section as well as those lease requirements listed under Section 4.2 in order to become a Qualified Household under this Plan.
 - <u>Section 5.3.1 Household Income Criteria</u>. Households applying for tenancy in a Restricted Unit must have a Household Income (not including that of Live-in Aides) of not less than 20 percent of the AMI and not more than 120 percent of the AMI. Household Income will be categorized as very low, low, or moderate pursuant to the definitions applied herein.
 - Section 5.3.2 No Ownership in Real Property or Mobilehomes. No intended occupant of the Restricted Unit may have owned real property that includes a habitable dwelling unit within the last two years. The only allowable exception is where the Applicant has filed court documents for dissolution of marriage or legal separation. Proof of the court's disposition as to the habitable dwelling unit must be submitted to the Management Company upon receipt by Applicant. Proceeds from the sale of real property will be considered as part of the Household Income pursuant to Title 25.
 - Section 5.3.3 Certification And Recertification Of Eligibility. Applicants and/or Residents must agree to provide the documentation prior to lease signing and again prior to lease renewal to certify that the Household remains eligible within these guidelines.

- <u>Section 5.3.4 Proof Of Income</u>. Proof of Income is required of all occupants over the age of 18 (except for Live-In Aides).
- <u>Section 5.3.5 Changes In Income</u>. Applicants and Residents must agree to notify management of any increase or decrease in monthly Household Income in excess of 30 percent.
- <u>Section 5.3.6 Primary Residence Requirement</u>. Applicants must agree that the Restricted Unit will be the primary and sole residence of all occupants listed on the lease agreement.
- <u>Section 5.3.7 Other Housing Assistance</u>. Applicants, Residents, or Households receiving other housing assistance must disclose the source and amount at the time of application or immediately upon receiving such aid. Resident rent will be adjusted accordingly. Households in this category follow the same waitlist policies and procedures.
- Section 5.4 CREDIT CHECKS, BACKGROUND CHECKS, AND DOCUMENTATION VERIFICATIONS. Pursuant to Section 4.1.7, all Household members over the age of 18 are required to sign documents authorizing the Management Company to complete a review of the requirements of this Section. The Management Company is required to follow state and federal regulations when conducting **credit checks**, **background checks**, and **document verification** for prospective Residents. These processes help ensure that applicants meet the eligibility criteria for affordable housing programs, while also maintaining fairness, transparency, and compliance with housing laws.

Section 5.4.1 Applicant Certifications and Verifications:

- <u>5.4.1.a</u> Authorization for Release of Information Form. California Consumer Credit Reporting Agencies Act (CCRAA) requires written consent from the applicant before conducting a credit check, and applicants are entitled to receive a copy of the credit report if requested.
- <u>5.4.1.b</u> Application and/or Resident Income Certification. Consideration of Credit History, while the credit report may be reviewed, **California law** prohibits from automatically denying applicants based solely on poor credit. The credit report should be used as one factor among others, such as income, rental history, and compliance with program requirements.
- <u>5.4.1.c</u> Exemptions. Applicants with **no credit history** or those who have faced economic hardships may be considered on a case-by-case basis, allowing for alternative screening criteria.;HUD defines economic hardship as follows:
 - 5.4.1.c (i) An individual or family with an annual income below 30 percent of median family income for the area.
 - 5.4.1.c (ii) Temporary hardship requires reinstating the minimum rent and offering a reasonable repayment agreement.
 - 5.4.1.c (iii) Long-term hardship suspends the minimum rent until it ends.
 - 5.4.1.c (iv) Financial hardship includes loss of eligibility for federal,

state, or local assistance programs.

- 5.4.1.c (v) Hardship requests must follow specific criteria and procedures.
- <u>5.4.1.d</u> Certification and Release of Information. Applicants for a Restricted Unit must provide the following certifications and authorizations to ensure that all information submitted is accurate and complete and to comply with applicable laws and regulations.
 - 5.4.1.d (i) The Applicant must certify that all information provided in the application is true and complete. This includes the responsibility to report any changes in Income, Household composition or any other factors that may affect eligibility. Additionally, the applicant must confirm that any prior housing assistance has been fully disclosed and that the Restricted Unit will not be a duplicate residence (i.e., not claiming multiple units as primary residence). The Applicant acknowledges that providing false or misleading information could result in **criminal and administrative actions**, including fines or disqualification from receiving assistance.
- <u>5.4.1.e</u> Release of Information for Rental Verification. The Applicant must authorize the release of information from their current or previous landords to verify rental history, including but not limited to payment history, lease compliance, and rental references. This release is necessary for the Management Company to confirm the applicant's qualifications for the Restricted Unit.
- <u>4.4.1.f</u> <u>Certification of Child Support Income</u>. The Applicant must certify whether they receive child support Income. If child support is received, the Applicant is required to disclose the total amount of Income received from child support. If no child support income is received, the applicant must provide certification to this effect. Any discrepancies or omissions in reporting child support income may affect eligibility or result in corrective actions.
- 5.4.1.g Certification of Alimony, Family Support, or Additional Deposits. The Applicant must certify whether they or any member of the Household receive alimony, family support, or other forms of financial assistance not already disclosed in Income. if applicable, any additional sources of Income, including bank deposits or other financial contributions, must be disclosed and (e.g., bank statements, court orders, etc.) must be provided to substantiate the claims. This ensures that all financial resources are considered in determining eligibility.
- 5.4.1.h Other Required Certifications or Verifications. The Applicant agrees to complete any additional certification or verification forms that the Management Company deems necessary to meet the requirements of the affordable housing program. This may include documents related to income verification, residency status, or other factors affecting eligibility.
- Section 5.4.2 Credit Reports/Background Checks. In accordance with Exhibit B, credit reports and background checks will be obtained for all Household members aged 18 years or older in as part of the eligibility determination process for a Restricted Unit. The information provided these reports will be used to assess the Applicant suitability for

housing. Any one or more of the following findings for any of the intended occupants may result in the denial of the rental application or continued tenancy.

- 5.4.2.a Amounts Owed to Government Entities. Any outstanding amounts owed to any Public Housing Authority (PHA),or any Federal, State or Local housing assistance programs, may result in the denial of the application. Applicants are required to disclose all prior housing assistance debts, including those owed to any housing authority or assistance program.
- 5.4.2.b Fraud in Connection with Housing Assistance Programs. Any history of fraud or misrepresentation involving any Public Housing Authority, or Federal, State, or Local housing assistance programs will result in the denial of the application. This includes instances of providing false information or concealing information related to housing assistance.
- 5.4.2.c Eviction from Agency-Controlled Property. An eviction from any Agency property, Authority property, Public Housing Authority, or property under the control of the Agency, Authority or Public Housing Authority at the time of tenancy will be considered grounds for denial. This includes any evictions from properties managed or owned by the housing provider or any affiliated authority.
 - 5.4.2.d Eviction from Other Rental Housing. An eviction from any previous rental housing, including private rentals or other public housing, may result in the denial of the application if deemed relevant to the applicant's ability to maintain tenancy.
- 5.4.2.e Violation of the Authority's Zero Tolerance Policy. Any conviction for activities that violate the Authority's Zero Tolerance Policy (as outlined in Exhibit E) will result in denial. This includes, but is not limited to, violent crimes, drug offenses, or other activities that threaten the safety and well-being of the housing community.
- 5.4.2.f Sex Offender Registration. Any person who is subject to a lifetime registration requirement under a Federal, State or County sex offenders' registration program will be denied tenancy. Due to the proximity of Restricted Units to schools and playgrounds, individuals subject to a temporary or permanent registration requirement under such programs will be denied during such registration period, as required by law.
- 5.4.2.g Falsification of Identification. Falsification or manipulation of identification documents (including but not limited to birth certificates, government issued identification, driver licenses, social security numbers or cards, and any other official documents) will result in the denial of the application. Any attempt to use fraudulent documents will be taken seriously and may lead to legal action.
- <u>5.4.2.h</u> Falsification or Concealment of Income or Asset. Applicants who falsify or conceal Income, Assets or related documentation for the purpose of obtaining housing assistance or qualifying for a Restricted Unit will have their application denied. Full and accurate financial disclosure is required for eligibility.

- 5.4.2.i False Statements or Omissions During Application Process. Any false statements or willful omissions made at any point during the application process, eligibility determination, or tenancy, with the intent to mislead or obtain housing assistance fraudulently, will result in the denial of the application and potential criminal actions..
- 5.4.2.j Outstanding Judgement or Bankruptcy Filings. Any outstanding judgments, or bankruptcies filed within two (2) years prior to the submission of the completed application will be considered ineligibility factors. This includes personal or business bankruptcies and any legal judgments that have not been resolved.
- Section 5.5 ADDITIONAL DOCUMENT SUBMITTAL. After submitting the initial application, any additional documents reasonably required by the Management Company must be provided within ten (10) days of the request. If the Eligible Household is unable to obtain the required documents within this timeframe, a one-time extension of ten (10) days may be requested. Failure to submit, authorize, or obtain the necessary documentation or background checks within the specified or extended timeframe will result in the denial of the application. In the event of a denial pursuant to this Section, the Household may contact the Property Manager and request to be added to the bottom of the appropriate waiting list as an Interested Household.
- <u>Section 5.6</u> <u>APPLICATION ACCURACY</u>. All information provided in the completed application must be accurate and complete to the best of the Applicant's knowledge. Discrepancies, omissions, or inaccuracies in the application may result in the denial of application or, if discovered later, termination of tenancy. Applicants are advised to carefully review all submitted information to ensure compliance.
- Section 5.7 APPLICATION APPROVAL/DENIAL. Upon receipt of a completed application, the Management Company will conduct a thorough review, including verifications of Income, Assets, rental histories, background checks and credit reports. If the Applicant satisfies all the requirements, the Applicant will be notified of approval for tenancy via phone, mail or email, with written confirmation provided thereafter. At this stage, the Household will be officially deemed a Qualified Household.

If the application is denied, the Applicant will receive written notice of ineligibility including specific reasons for the denial. The Applicant has the right to dispute the denial, by responding within ten days of the notices mailing date. Upon receiving a dispute, the Management Company will conduct an individualized assessment of the Applicant's claims to ensure that (1) the application was evaluated objectively and without bias, and (2) the denial was based on correct and verified information.

If the application is denied, the Applicant will receive a **written notice of ineligibility**, including specific reasons for the denial.

Section 6. LEASING POLICIES AND PROCEDURES

The Authority operates the Restricted Units with leasing standards that will ensure the continued success of our affordable programs as well as comply with fair housing laws. The Authority and its representatives, including Management Company personnel, will not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, familial status, sexual orientation, political beliefs, disability, handicap, or any other status that is protected under federal or state law. Prior to admission into a Restricted Unit, all adult Household members that will be residing in the Restricted Unit must sign a lease.

<u>Section 6.1 RESIDENTIAL LEASE AND ADDENDA</u>. Once an Applicant qualifies becomes a Qualified Household, the Household members listed in Section 5 shall sign a residential lease. The lease may include addenda that meet the requirements of this Section, and these addenda will be considered part of the lease. A unit may not be occupied without a fully executed lease. The lease becomes enforceable only after all parties have signed.

The residential lease will include the following information:

- <u>Section 6.1.1 Lease Term and Effective Dates. This section outlines the start and end dates or the term of the lease.</u>
- <u>Section 6.1.2</u> Parties to the lease. This section lists all individuals included in the lease, categorized as either adults or minors.
- <u>Section 6.1.3</u> Unit location. This section specifies the apartment number or location of the unit.
 - <u>Section 6.1.4</u> Maximum occupancy. This section indicates the maximum number of occupants allowed in the units.
- <u>Section 6.1.5 Lease</u> Terms. This section includes details such as the rental rate, due dates, late fees, returned check charges, payment methods, locations for submitting rental payments, prorations, deposit requirements, cable cost, gate access, utility payment requirements or adjustments, and any rent incentives that may apply.
- <u>Section 6.1.6</u> The policies of the property as updated from time to time, also known as the House Rules and Regulations, which may address among other things the following topics:

Antenna & Satellite Dish Balconies/Patios/Windows Cleaning of Bathtub/Blinds & Windows/Carpet/Premises

Countertops

Community Amenities

Crime Free & Drug Free Housing

Dress in Public Areas Earthquake Procedures

Electric Personal Assistive Mobility Devices (Scooters & Wheelchairs)

Emergency Information Sheet

Energy and Water Conservation

Fire Procedures
Garbage Disposal
Guest and Occupancy
Income Recertification

Inspections
Insurance
Laundry
Light Bulbs
Locks and Keys

Maintenance – Fault Repairs Modifying the Premises

Mold

Moving Out

Only Place of Residence

Parking

Peaceful Enjoyment Package Delivery

Parking

Peaceful Enjoyment

Plumbing

Radios and Television

Pest

Shopping Carts

Smoke Detectors/Alarms Smoke-Free Apartment

Telephones Use

Vacations Waterbeds

<u>Section 6.1.7</u> Acknowledgment of Rules and Regulations. All Residents and members of the Household over the age of 18 must acknowledge receipt of these rules and regulations.

<u>Section 6.1.8</u> Violations. The Management Company will notify Residents in writing of any violations of the House Rules, Lease Agreement, or any other applicable regulations, as required by law.

Section 6.2 RESIDENTIAL LEASE POLICIES AND NOTICES.

<u>Section 6.2.1</u> Policies for vacating notices.

Section 6.2.2 Policies regarding condemnation.

<u>Section 6.2.3</u> Policies regarding attorney's fees and costs.

<u>Section 6.2.4</u> Notification of laws, like Megan's Law, lead-based paint, and mold regulations.

<u>Section 6.2.5</u> Policies for affordable housing program participation, such as annual recertification.

<u>Section 6.2.6</u> Policies on maintenance, Restricted Units acces, smoke detector/alarm responsibilities, and definitions of normal wear and tear.

- Section 6.2.7 Policies on standard and emergency maintenance.
- <u>Section 6.2.8</u> Policies on renter's insurance and personal property.
- <u>Section 6.2.9</u> Signatures required of both the Resident(s) (and all members) and Management Company representative.
- <u>Section 6.3 LEASE DEPOSITS</u>. Balance of deposit, move-in prorates and the first full month of rent must be in the form of a money order or cashier's check.
- <u>Section 6.4 LEASE PAYMENTS AND LATE CHARGES</u>. Rent payments and late fees are to be made at the location specified in the lease agreement.
 - <u>Section 6.4.1</u> Rent is due on the first day of each month.
 - <u>Section 6.4.2</u> Rent is considered late after 5:00 p.m. PST on the 5th day of each month unless otherwise specified.
 - Section 6.4.3 Late fees apply after 5:01 p.m. PST on the 5th day of each month.
 - Section 6.4.4 Rent and fees must be paid by personal check (if no "non-sufficient funds" checks have been issued in the previous three months), money order, or cashier's checks directly to the management office.
 - <u>Section 6.4.5</u> Payments will be accepted only at the location outlined in the lease, unless otherwise specified in writing at least ten (10) days before the rent due date.
- <u>Section 5.5 LEASE ADDENDA IN WRITING</u>. Any changes or addition to the lease must be in writing and signed by both parties. Oral modifications will not be valid.
- <u>Section 6.6 LEASE MODIFICATIONS</u>. Changes to the lease may be made to reflect changes in the affordable program, applicable laws or policy clarifications.
- <u>Section 6.7 PRE-OCCUPANCY INSPECTION</u>. Before move-in an authorized representative of the Management Company and an adult Household member will inspect the Restricted Unit and complete a move-in inspection form, noting the conditions of the Restricted Unit will be signed, and filed in Applicant file.

Section 6.8 RENTAL RATES.

- <u>Section 6.8.1 Setting Rental Rates</u>. Rents will be established annually as set forth in the Rental Rate Policy.
 - Section 6.8.2 Rental Rents Based on Standard Occupancy. Rental Rents will

follow the California Health and Safety Code Section 50053 guidelines, as it relates to standardized occupancy based on unit size, (e.g., one person in the case of a studio unit, two persons in the case of a one-bedroom unit,, etc.). Actual occupancy will align with the Occupancy Policy.

<u>Section 6.8.3 Household Rent</u>. Individual Household rent shall be established for a Qualified Household after compilation of all Household members' sources of Incomes, Assets and allowable deductions, and proper notification.

Section 6.9 MAINTENANCE AND ENTRY TO RESTRICTED UNITS.

Section 6.9.1 Inspection. The Management Company or its agent or agents shall be allowed to enter the apartment as provided by state law. Upon 24-hour notice, an authorized representative of the Management Company may enter to inspect the condition of the premises and/or appliances therein. In the event of an emergency, an authorized representative of the Management Company has the right to enter the Restricted Unit without notice.

<u>Section 6.9.2 Service Request</u>. It is the Resident's responsibility to call in all service requests to the property office location. Residents must allow maintenance staff permission to enter the Restricted Unit to perform a maintenance request in the event the Resident is not home or schedule an appointment during the maintenance hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. All service requests will be responded to within a 24-hour period. After hours emergency service is available.

<u>Section 6.10 LEASE RENEWALS</u>. Leases under consideration for renewal by the Management Company must be renewed prior to the stated expiration of the residential lease or the Resident reverts to a month-to-month tenancy at the maximum rental rate for the Restricted Unit.

Leases under consideration for renewal by the Management Company for Residents that were previously deemed a Qualified Household must recertify their eligibility status annually in accordance with Section 6 below.

<u>Section 6.11 NO SUBLETTING</u>. The leases shall prohibit subleasing of Restricted Units in whole or in part.

Section 6.12 LIVE-IN AIDES. A Live-In Aide will be allowed, provided he or she is essential to the care and well-being of an elderly or disabled person who resides within a Restricted Unit. The Live-In Aide will be subject to this Plan except where noted and will be required to sign a consent for the purposes of a background check and an affidavit certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403. The Live-In Aide will also acknowledge acceptance of the terms of occupancy in a Restricted Unit. The addition of a Live-In Aide must not overcrowd the Restricted Unit as prescribed in the Occupancy Standards Policy.

<u>Section 6.13 ANIMALS</u>. The leases shall require Residents to comply with the Animal Policy (attached as Exhibit D).

Section 6.14 RESIDENTIAL LEASE ENFORCEMENT.

Property Management shall enforce the terms of the Residential Lease as they apply to the eviction policies and procedures.

Section 6.2.2.a Cases involving nonpayment of rent shall be handled as follows:

6.2.2.a (i) Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. Any rent payment workouts resulting from the above will be in writing and signed by the Community Manager and by the resident(s). Such documentation will become part of the resident's permanent file.

6.2.2.a (ii) Notwithstanding the above, residents who do not pay their rents by the fifth day of the month shall receive a three (3) day notice to pay or quit. Such notice shall be in accordance with the appropriate State Code of Civil Procedures. If the notice is not complied with and the Community Manager is unable to work out a suitable rent payment program with the resident, an unlawful detainer action will be filed and the matter will be referred to a professional eviction service or attorney specializing in this area of the law. Once such procedures are initiated, the eviction process should take between thirty (30) and sixty (60), days.

Section 6.2.2.b Cases involving a violation of the Residential Lease or House Rules shall be handled as follows:

Section 6.2.2.b (i) The Community Manager's staff will keep residents advised, through newsletters, reminder posters, or written warning notices, of policies in place at "The Apartments". Management staff will work with residents and enlist the support of service agencies as required to prevent recurrent violations. Evictions will take place as a last resort.

Section 6.2.2.b (iii) Residents shall receive, in person or by U. S. mail, written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules and that upon issuance of the third warning notice for the same violation, management will issue a 60-day notice of Intent to Terminate Tenancy.

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

Section 7. RECERTIFICATION REQUIREMENTS

- <u>Section 7.1 REQUIRED ANNUAL RECERTIFICATION</u>. Qualified Households with a current lease will be required to recertify annually to ensure the Household remains a Qualified Household. Failure to recertify will result in the termination of tenancy.
 - Section 7.1.1 Recertification Appointments. The Management Company will schedule recertification appointments with the Resident to collect the necessary Income and Household documentation. The appointments will be set in advance of the lease renewal date to provide proper notice of any rent adjustments. If a Resident fails to provide required documentation within two weeks of the request, they will be notified of that assistance will be discontinued and the rent will revert to the maximum rental rate at the end of the lease term. Upon the expiration of the residential lease, the Resident will revert to a month-to-month tenancy at the maximum rental rate for the Restricted Unit for a period of not more than six (6) months at which time, with proper Notices having been given, the Resident will vacate.
 - <u>Section 7.1.2 Recertification Documentation</u>. The Management Company will require necessary documentation to recertify the Household as a Qualified Household, including but not limited to:
 - <u>7.1.2.a</u> Updated Income documentation for all household members over t18 (excluding Live-In Aides), including tax returns, pay stubs, bank statements, unemployment statements, and disability/ social security statements.
 - <u>7.1.2.b</u> Updated Assets documentation for all Household members over 18 (excluding Live-In Aides), including real property interests, savings accounts, stocks, bonds, and other investments.
 - <u>7.1.2.c</u> Documentation verifying that all Household members meet affordable housing criteria in Section 5.3.
 - <u>7.1.2.d</u> Documentation confirming that all Household members meet lease requirements in Section 5.2.1 through 5.2.6.
 - <u>7.1.2.e</u> Proof of identification for all Household members (as required in Exhibit B)
 - <u>7.1.2.f</u> Authorization forms allowing the verification Income, Assets, identification and employment for all Household members over 18. Residents' privacy rights under federal laws apply.
 - <u>7.1.2.g</u> Any additional documentation the Management Company deems necessary to determine eligibility.

- Section 7.1.3 Annual Recertification Confirmation as a Qualified Household. Once all required recertification documentation is received, the Management Company will confirm whether the Household remains qualified. If a Household Income changes, the lease will be adjusted to reflect the new Income Category. If a Household no longer qualifies, they will transition to a month-to-month tenancy at the maximum rental rate for up to six months, after which, with proper notice, they will be required to vacate, unless limited by other federal, state, local or funding guidelines.
- <u>Section 7.2 CIRCUMSTANTIAL OR INTERIM RECERTIFICATION</u>. A circumstantial or interim recertification may be required on a case-by-case basis, as determined by the Management Company. This may initiate a new anniversary date However, no circumstantial or interim recertification will be conducted within the first twelve (12) months of tenancy. Recertification may occur for the following reasons:
 - <u>Section 7.2.1 Changes in Household Size</u>. Changes in Household size, if anticipated to last 60 days or more.
 - <u>Section 7.2.2 Change of Household Income</u>. Changes in household Income, if they an increase or decrease exceeds 30%, and is anticipated to last for 60 or more.
 - <u>Section 7.2.3 Temporary Recertification</u>. Temporary recertification, such as decrease in Income due to unemployment or disability. Proof of such condition is required.
- <u>Section 7.3 ANNUAL INSPECTIONS</u>. At least once annually, an inspection will be conducted by the Management Company to verify that the Residents occupying the Restricted Unit have maintained the Restricted Unit in good condition. Such inspections will be by appointment, but may or may not require the Resident to be present.
- <u>Section 7.4 FALSE STATEMENTS AND WILLFUL OMISSIONS</u>. False statements or willful omissions made during any recertification process may result in denial of assistance or in the recapture by the Authority of the rental assistance for any period in which the amount of rental assistance was affected by any false statement or willful omission.

Section 8 TERMINATION OF TENANCIES AND MOVE-OUT PROCEDURES

- <u>Section 8.1 TERMINATION OF TENANCIES OTHER THAN BY EVICTION</u>. The procedures noted in this Section 7.1 do not apply to evictions.
 - <u>Section 8.1.1 End of Lease Term</u>. With proper notice, as described in this section, the Management Company or Resident may terminate a tenancy at the expiration of the residential lease without reason or cause.
 - <u>Section 8.1.2 During a Lease Term</u>. A tenancy may be terminated during a lease term without the termination being deemed an eviction under the following circumstances:
 - <u>8.1.2.a</u> Death of the sole Resident of a Restricted Unit.
 - <u>8.1.2.b</u> By abandonment of the premises by the Resident as determined in accordance with Civil Code Section 1951.3.
 - <u>8.1.2.c</u> By the determination by the Management Company of Resident ineligibility under this Plan.
 - <u>8.1.2.d</u> By written agreement of both the Management Company and the Resident.
 - <u>Section 8.1.3 Notices to Vacate for Termination of Tenancies Other Than by Eviction.</u>
 - <u>8.1.3.a Resident Notices to Vacate</u>. Residents must provide 30 days' written notice to vacate, "*Notice of Intent to Vacate*", unless a different time period is prescribed by Civil Code Section 1946, as amended.
 - <u>8.1.3.b Management Notices to Vacate</u>. The Management Company must provide a written notice to vacate, "Notice of Termination of Tenancy", in accordance with applicable law.
 - <u>Section 8.1.4 Move-out Procedures</u>. When a Notice to Vacate is issued, inspections may be requested and will follow the guidelines in Civil Code Section 1950.5(f), as amended.
 - Section 8.1.4.a Initial Pre-Inspection Request. Residents may request an initial pre-inspection of their Restricted Unit upon providing a written 30-day vacating notice to the Management Company. All pre-inspections must be requested in writing by the Resident, otherwise the Management Company will not conduct one. The Pre-Inspection provides a 30 day option for Residents to address maintenance or repairs that the Management Company identified as potential repairs or maintenance that will be

required at time of move-out.

Section 8.1.4.b Scheduling the Move-out Inspection. The Management Company will coordinate with the Resident to schedule the move-out inspection no more than two weeks before the Resident vacate date. Residents will be given at least 48 hours' notice.

<u>Section 8.1.4.c</u> Opting Out of a Move-Out Inspection. If the Resident opts not to request a move-out inspection, no inspection will be performed, but the Restricted Unit will be inspected to determine the necessary repairs and cleaning.

<u>Section 8.1.4.d Inspection Exceptions</u>. The Management Company is not required to perform an move-out inspection if the Resident has been served with an eviction notice for non-payment, lease violations property damage, unlawful use.

<u>Section 8.1.4.e Inspection Findings</u>. The Management Company will provided the Resident with an itemized statement detailing any repairs or cleaning needed. Deductions will not be made for normal wear and tear.

<u>Section 8.1.4.f</u> <u>Final Inspection</u>. A final inspection will be scheduled at the move-out to check for any remaining items needing repair or cleaning.

<u>Section 8.1.4.g Resident Presence</u>. Residents may be present during inspections; though, inspections may proceed if the Resident is not available.

Section 8.1.5 Maintenance and Repairs Necessary Due to Impending Move-out. Corrections identified during the initial move-out inspection can be addressed by the Resident to avoid deductions from the security deposit.

<u>Section 8.2 TERMINATION OF TENANCY THROUGH EVICTION</u>. This section outlines the grounds and process for eviction.

Section 8.2.1 Reasons for Eviction.

<u>Section 8.2.1.a Violations of the Lease</u>. Lease violations, including but not limited to those outlined in the Zero Tolerance Policy (attached as Exhibit E), unlawful use of the Restricted Unit, Property damage, disruptions of other residents' peaceful enjoyment, or health and safety risks.

Section 8.2.1.b Non-Payment of Rent. Failure to pay rent may result in eviction.

Section 8.2.1.c Misrepresentation of Eligibility Under the Plan. False

statements or willful omissions related to eligibility for the Restricted Unit.

Section 8.2.2 Eviction Process.

<u>Section 8.2.2.a Eviction Notice</u>. The Management Company will serve an eviction notice in in accordance with California law.

Section 8.2.2.b Verification of Occupancy. If the Eviction Notice expires, and the Resident has not vacated, the Management Company will verify occupancy. If the Restricted Unit is still occupied, court ordered eviction proceedings will begin. If the Resident has vacated, but owes money, the Management Company will take legal action to recover the balance. In the event there are sufficient monies available within the security deposit to cover any amounts due from the Resident, the deductions and/or refunds shall be made to the security deposit in accordance with Civil Code Section 1950.5 as amended.

Section 8.2.2.c Unlawful Detainer. If necessary, the Management Company will file an unlawful detainer action in court, allowing the Resident the opportunity to contest the eviction.

<u>Section 8.3 REFUND OF SECURITY DEPOSIT</u>. Security deposit refunds will be processed in accordance with Civil Code Section 1950.5 as amended from time to time.

Section 8.3.1 Notification of Itemized Security Deposit Disposition. After inspection and assessment of the conditions of the vacated Restricted Unit, and after all necessary cleaning and repairs have been performed, the Management Company will notify the Resident of the security deposit disposition within 21 days. The Management Company will mail or deliver a copy of an itemized statement indicating the detailed charges against the security received and the amount to be refunded, if any. Attached to the itemized statement to the Resident shall be copies of invoices and charges incurred in order to clean or repair the Restricted Unit.

<u>Section 8.3.2 Resident's Entitlement to Security Deposit</u>. If Resident is not notified as to the disposition of the security deposit within the required notification period in Section 8.3.1, the Resident shall be entitled to 100 percent of the original security deposit amount.

Section 9 GRIEVANCE PROCESS

Section 9.1 GRIEVANCE APPLICABILITY. This Grievance process shall be applicable to all Applicants and Residents of the Authority. Grievances that may be considered under this process will include actions related to the Resident's tenancy, but does not apply to non-payment of rent and the other matters governed by Section 8.2. Under no circumstance may a Grievance be filed after issuance of any notice in accordance with Section 8.2.2. A copy of this process shall be provided to all Residents prior to occupancy of the Restricted Unit, and shall be provided to any Applicant upon request.

Section 9.2 GRIEVANCES PROCEDURES. If an Applicant or Resident perceives any representative of the management to have engaged in discriminatory behavior concerning lease requirements, disability status, accommodation requests, application processing, management policies, resulting in an adverse impact on the complainant's rights, the initial recourse is to engage in an informal discussion of the incident between the complainant and the management. Regular and transparent communication between the manager and residents or applicants is the optimal approach to prevent misunderstandings and foster mutual respect. In the event that an amicable resolution is not achieved through informal discussion, the following steps should be pursued:

<u>Section 9.2.1 Informal Grievance Review</u>. The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will first have an informal review with the Property Manager or Regional Manager of Property Manager.

- 9.2.1.a The Resident or Applicant must personally present their grievance, either orally or in writing, to Property Manager's management office so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance must specify both the specific ground(s) for the grievance and the action or relief sought.
- 9.2.1.b The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.
- <u>9.2.1.c</u> Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.
- <u>Section 9.2.2 Procedures for Appeal and Grievance</u>. Resident complaints shall be processed according to the Grievance and Appeal Procedure if applicable. This procedure allows for both informal and formal hearings, while not waiving the rights of the resident, Owner, Property Management or the Housing Authority to any judicial resolution of the matter.

<u>Section 9.2.3 Grievance Process</u>. Once the Property has received a grievance, within ten (10) business days the Management Company shall:

- 9.2.1 Review the grievance and any supporting information.
- 9.2.2 Provide information on how the individual who filed the grievance and/or their representative can see and copy their file and any records related to the grievance.
- 9.2.3 Schedule a meeting between the individual who filed the grievance and/or their representative and a management agent who was not involved in the original action/decision so that they can review it. At the meeting.
- 9.2.4 Provided an opportunity to present evidence and witnesses.
- 9.2.5 Residents have the right to be represented or accompanied by a person of their choice at the meeting.
- 9.2.6 Once the meeting has occurred, within five (5) business days Property Management shall: Make a written determination on the issue, which states the reason for the decision and the evidence relied on in making the decision.

Administrative Plan Exhibit A

EXHIBIT A

PALM DESERT HOUSING AUTHORITY PROPERTIES

	MULTI-FAMILY APARTMENTS				
	Project	No. Units	Telephone		
1	CALIFORNIA VILLAS 77-107 California Avenue	141	(760) 345-0452		
2	DESERT POINTE 43-805 Monterey Avenue	64	(760) 340-6945		
3	LAGUNA PALMS 73-875 Santa Rosa	48	(760) 836-1455		
4	NEIGHBORS 73-535 Santa Rosa Way	24	(760) 340-6945		
5	ONE QUAIL PLACE 72-600 Fred Waring Drive	384	(760) 568-9835		
6	PALM VILLAGE APARTMENTS 73-650 Santa Rosa Way	36	(760) 836-1455		
7	TAOS PALMS 44-830 Las Palmas Avenue	16	(760) 340-6945		
8	SANTA ROSA APARTMENTS 73-625 Santa Rosa Way	20	(760) 836-1455		
	SENIOR APARTMENTS				
9	CANDLEWOOD 74000-74002 Shadow Mountain Drive	30	(760) 568-3640		
10	CARLOS ORTEGA VILLAS 77-915 Avenue of the States	73	(760) 345-1500		
11	CATALINA GARDENS 73-600 Catalina Way	72	(760) 568-3640		
12	LA ROCCA VILLAS 42-135 Golden Eagle Lane	27	(760) 773-9040		
13	LAS SERENAS 73-315 Country Club Drive Desert	150	(760) 773-9040		
14	THE PUEBLOS 73-695 Santa Rosa Way	15	(760) 568-3640		
15	SAGECREST SENIOR 73-811 Santa Rosa Way	14	(760) 568-3640		

Management and Operations – Rental Units

EXHIBIT B

NON-EXCLUSIVE LIST OF REQUIRED AND PERMISSIVE BACKGROUND CHECK INFORMATION BY TYPE OF FUNDING

Source FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED			
OF INFO	INFORMATION	INVESTIGATI ON	DISCLOSURE & CONSENT	INVESTIGATI ON	DISCLOSURE & CONSENT
	Illegal Drug Use	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
	Drug Use that Interferes with Health & Safety of Others	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
Law enforcem ent	Sex Offenses	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial
agencies	"Serious" crimes murder, mayhem, rape, burglary hate crimes offenses re firearms / explosives felonies involving drugs, alcohol domestic violence	May obtain	Must notify applicant, if basis for denial	May obtain	Must notify applicant, if basis for denial
	Juvenile Records	Prohibited	N/A	Prohibited	N/A
	Arrests Not Resulting in Conviction	Prohibited	N/A	Prohibited	N/A
	Social Security Numbers	Required	Housing Auth. must require & applicant must consent	May Obtain	Application must indicate disclosure is voluntary
State / Federal Governm ent	Citizenship / Residency Info	Required	Housing Auth. must require & applicant must consent	Prohibited	N/A. But, if Housing Auth. Has unsolicited evidence that applicant is undocument ed, it must reject the application
	Income / family composition & tax info, to verify eligibility	Required	Housing Auth. must require &	Required	Housing Auth. must require &

Administrative Plan Exhibit B

Source	FEDERAL FUN		NDS INVOLVED FEDERAL FUNDS NOT INVOLVED		NOT INVOLVED
OF INFO	INFORMATION	INVESTIGATI ON	DISCLOSURE & CONSENT	INVESTIGATI ON	DISCLOSURE & CONSENT
			applicant must consent		applicant must consent
	Investigative Consumer Report Credit History Character Reputation Personal characteristics Mode of living	May Obtain	Housing Authority must notify applicant	May Obtain	Housing Authority must notify applicant
Credit Agencies	 Convictions Civil Actions Tax Liens Outstanding Judgments 	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant
	Bankruptcies more than 10y prior Civil judgments more than 7y old	Prohibited	N/A	Prohibited	N/A
Public Records Obtained From Other Sources; Interviews with Neighbor s, Friends & Associate s	Relevant background information Creditworthine ss Credit standing Credit capacity Civil actions Convictions Tax Liens Outstanding Judgments Character General Reputation Personal characteristics Mode of Living	May Obtain	Must notify applicant, if basis for denial. Consent recommend ed.	May Obtain	Must notify applicant, if basis for denial. Consent recommend ed.

In addition to credit reporting agencies, background check information may be obtained from CIC, and similar reputable resources.

Administrative Plan Exhibit C

EXHIBIT C

[RESERVED]

Administrative Plan Exhibit D

EXHIBIT D

ANIMAL POLICY

Section 1 Definitions

For purposes of this Animal Policy, the following terms shall have the meanings provided in this Section:

Section 1.1. Assistance Animal – shall mean an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Notwithstanding the preceding definition, the companion animal of an Elderly Household shall also qualify as an Assistance Animal.

<u>Section 1.2.</u> Owner – shall mean the person with primary responsibility for the care of a Assistance Animal or Service Animal.

Section 1.3. Service Animal – shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Section 2 Permitted Animals

Section 2.1. Households are allowed to keep Pets, Assistance Animals or Service Animals in their Restricted Unit in accordance with this Animal Policy, subject to the following restrictions Landlord grants Resident permission to keep the following pets on the contition that Resident complies with the following rules and regulations. Only the pet(s) described and authorized on pet lease addendum are allowed. Landlord must approve any additional or other pets:

Administrative Plan Exhibit D

1. No more than one cat or one dog shall be allowed in a Restricted Unit, except as otherwise permitted by the Management Company;

- 2. No more than two birds shall be allowed in a Restricted Unit;
- 3. Fish aquariums must not exceed 15 gallons of water;
- 4. An animal cannot be kept on the premises if it has a venomous bite; and
- 5. An animal cannot be kept on the premises if it has previously bitten anyone, unless (1) the bite occurred while working as a police or military dog, or (2) the bite victim was partly or wholly at fault for the bite.

Section 2.2. All Pets, Assistance Animals and Service Animals must wear a harness, lease or tether when outside of the Restricted Unit unless such equipment would interfere with the Assistance Animal or Service Animal's safe, effective performance of work or tasks, in which case the Assistance Animal or Service Animal must be otherwise under the Resident's control (e.g., voice control, signals, or other effective means).

Section 3 Required Fees and Payments

<u>Section 3.1.</u> The Resident will be responsible for all reasonable expenses directly related to the presence of the animal on the premises, including the cost of repairs and replacement in the Restricted Unit, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Service Animal, but the Resident is liable for any damage caused by that animal. An addition to the Security Deposit of \$300.00 will be required for each pet. However, the Resident's liability for damage caused by the pet is not limited to the amount of Security Deposit and the Resident will, therefore be required to reimburse Property Manager for damages that exceed such the Security Deposit. Any unit occupied by a pet may require fumigation upon Resident vacating. Should fumigation be required, any applicable fees/charges will be deducted from the Security Deposit.

<u>Section 3.3.</u> All animals shall be spayed or neutered. If an animal is not spayed or neutered and has offspring, the Household is in violation of this rule.

Section 4 Sanitation Standards

Section 4.1. Any animal waste deposited must be removed immediately by the animal's Owner. Residents will take adequate precautions to eliminate any animal odors within or around the Restricted Unit and maintain the Restricted Unit in a sanitary condition at all times. If the Resident fails to comply with this section, the Management Company shall issue a written complaint directing the Resident to eliminate the unsanitary condition(s) in or around the Restricted Unit. If the Resident fails to eliminate the unsanitary condition(s) within 24 hours of receipt of the complaint, the Management Company reserves the right to take any actions necessary to eliminate the unsanitary condition(s) and charge the Resident for any reasonable expenses related to such cleanup.

Section 4.2. All animals are to be fed inside the Restricted Unit. Feeding is not

Administrative Plan Exhibit D

allowed on porches, sidewalks, patios or other outside area.

Section 5 Potential Problems and Solutions

<u>Section 5.1.</u> Residents will not permit any disturbances by their animal(s) that interferes with the quiet enjoyment of other Residents, whether by loud barking, howling, biting, scratching, chirping or other aggressive or disruptive behavior.

<u>Section 5.2.</u> The Management Company may enter the Resident's Restricted Unit to inspect the premises with notice appropriate to the circumstances, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other Residents.

Section 5.3. If an animal is threatened by the incapacitation or death of the Owner (or by extreme negligence), the Authority may place the animal in a proper facility for up to 30 days at the Owner's expense. If there is no other solution at the end of 30 days, the Authority may donate the animal to a humane society. Cost of this professional care will be borne by the Owner.

<u>Section 5.4.</u> Violation of this Animal Policy by a Resident is subject to:

- 1. Lease termination proceedings; or
- 2. Any other penalty determined by the Management Company to be appropriate under the circumstances.

Section 6 Indemnification by Owner

Section 6.1. The Resident shall indemnify, defend and hold harmless the Authority, the Successor Agency and the City from and against any and all claims, actions suits, judgments and demands brought about by actions or damages caused by any Assistance Animal or Service Animal kept by the Resident in accordance with this Animal Policy. Any injury or damage to persons or property caused by the Resident's animal(s) shall be the liability of said Resident. At the Resident's discretion and expense, the Resident is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the Resident, and therefore, violation of the above policy will be grounds for termination of the lease.

Acknowledgement by Resident	Date
Resident Printed Name	Authority Property and Apartment No.

Administrative Plan Exhibit E

EXHIBIT E Housing Authority Zero Tolerance Policy

PURPOSE

The Authority is committed to maintaining a safe, secure, and peaceful living environment. To that end, "Prohibited criminal activity" including violent or drug-related criminal activity, or any conduct that threatens the health, safety or peaceful enjoyment of other Residents or individuals in the vicinity of Authority-managed properties and program, will not be tolerated. A copy of this Zero Tolerance Policy will be provided to all Applicants and Residents in Authority-administered programs.

POLICY

The Authority will implement a crime-free housing strategy with a zero tolerance approach toward prohibited criminal activity. The following actions will be enforced:

- 1. Deny or Terminate Assistance. Any Household containing a member who is currently engaged, or has engaged within a reasonable time period (as determined by the Authority) in, the criminal activity listed below will have assistance denied or terminated. This includes:
 - (a) drug-related criminal activity;
 - (b) violent criminal activity;
 - (c) criminal activity that endangers the health, safety, or peaceful enjoyment of others;
 - (d) criminal activity threatening the health or safety of Authority employee, contractors or agents.
- 2. Application Denial: Applications will be denied for any behavior that could prove to be detrimental to the health, safety, or peaceful enjoyment of other Residents.
- 3. Background Checks. A criminal background check will be conducted for every Household member over the age of 18. Any criminal convictions, particularly involving violence or drug related offenses, during a reasonable period prior to the application (as determined by the Authority) may result in a denial.
- 4. Resident Responsibility. Residents will be reminded of their responsibility to keep their Restricted Units free from prohibited criminal activity.
- 5. Lease Addendum. All leases will include an addendum outlining grounds for termination of tenancy due to criminal activity.
- 6. Management Guidelines. Management will follow established guidelines for screening Applicants, inspecting properties, and taking action against Residents involved in criminal activity, fraud, or any nuisances.
- 7. Collaboration with Law Enforcement. The Authority will work closely with law enforcement agencies to support the enforcement of the Zero Tolerance Policy, and address crime patterns and other safety concerns.

Acknowledgement by Resident	Date
 Resident Printed Name	Authority Property and Apartment No.

Administrative Plan Exhibit F

EXHIBIT F

HOUSING AUTHORITY PROPERTIES RESIDENT SERVICES BUILDINGS

"HOUSE RULES"

GROUP USE PRIORITIES

Permission for use of the Resident Services Buildings at any of the Palm Desert Housing Authority ("Authority") Communities shall be granted to the following on a first-come/first-served basis, subject to the following priorities.

- 1. Authority Community Leasing Office Activities or Meetings.
- 2. Authority Community Residents Activities and Programs organized or approved by the Property Manager (may include daily routine activities).
- 3. City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, and Authority meetings or activities.

Administrative Plan Exhibit F

RESIDENT SERVICES BUILDINGS

HOUSE RULES

1. Operations Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except City observed Holidays which are as follows: New Year's Day, New Year's Eve, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and Christmas Eve. The Executive Director, at his/her discretion, may authorize alternate operating hours from time to time with the proper facility supervision.

- 2. Conduct. Disorderly or illegal behavior is prohibited during any activities or programs in the Resident Services Buildings.
- 3. Smoking. Smoking is not allowed inside the Resident Services Buildings and within 40 feet of any entrances or exits, or as prescribed by state, or local law.
- 4. Animals. Only animals authorized under the Animal Policy, are permitted on the Resident Services Buildings property.
- 5. Food & Drink. No food or drink is allowed inside the Resident Services Buildings building except during organized events or functions.
- 6. Alcohol & Substance. Alcoholic beverages and controlled substances are strictly prohibited on the Resident Services Buildings property.
- 7. Lost or Stolen Items. The Resident Services Buildings is not responsible for any lost or stolen items. It is recommended not to bring of valuables into the building or on the premises.
- 8. Respect for Residents. Access to the Resident Services Building involves walking through residential areas. Be considerate of the quiet enjoyment of surrounding Residents at all times.
- 9. Approval for Equipment & Services. Written approval from the Manager is required for any equipment or services brought into the building that are not directly provided by the Resident Services Buildings.
- 10. Children and Youth Supervision. Children under 10 must be accompanied by an adult (18 or older) within close proximity (within arm's-distance). For Youth organizations (ages 11-18), there must be one adult for every five minors in

Administrative Plan Exhibit F

attendance, and the adult(s) must remain in the Resident Services Buildings for the entire activity.

- 11. The Resident Services Buildings is offered for gatherings and events in its current condition. Users must not alter the setup of the facility by moving or removing any provided furniture or fixtures (e.g. tables, chairs, etc.). Similarly, no additional fixtures may be brought in or added. Decorations on walls, tables and other surfaces must remain as originally placed and cannot be altered or covered. If there are any questions regarding this guidelines, please contact the Manager before the event. The Manager reserves the right to inspect the Resident Services Buildings during use to ensure compliance. Failure to follow these rules may result in immediate cancellation or revocation of the event at the Manager's discretion.
- 12. The use of tape, nails, tacks, putty, screws, staples, decals, powders, wax, paint, or any other similar material is prohibited on the walls, floors, ceilings or fixtures. Throwing rice, birdseed, confetti, glitter or similar substances inside or outside the building is also prohibited. Smoke or fog machines are not allowed. Music devices may be permitted with prior written approval from the Manager.
- 13. All facility users must be aware of and adhere to the maximum occupancy limits of **the Resident Service Building**. These limits not be exceeded. Doors must remain unlocked during event hours.
- 14. In addition to these House Rules, all users must comply with applicable ordinances of the City of Palm Desert, as well as state and federal laws. Any failure to comply with these regulations may may result in the user being prohibited from accessing **the Resident Service Building**.
- 15. Users of the facility are prohibited listing the City of Palm Desert, the Successor Agency, or the Authority as a sponsors for any event or activities, and may not include the Resident Services Buildings phone number as a contact in any promotional materials. The Manager may request copies of any promotional materials related to an event or activities. Failure to comply with such a requests may result in the cancellation of the event.
- 16. Parking is not available on-site. All facility users will be required to make their own provision for parking.
- 17. Facility users are responsible for cleaning up after each event or activities. Tables and chairs must be wiped clean before leaving the premises.
- 18. The City of Palm Desert, the Successor Agency, and the Authority assume no legal responsibility and are not liable for personal injuries, thefts or losses of

Administrative Plan Exhibit F

private property while on or using the Resident Services Buildings and associated facilities.

- 19. All facilities and equipment must be returned to their original condition following use.
- 20. Any violation of these rules during occupancy may result in the denial future use of the Resident Services Buildings by the organization.
- 21. Failure to comply with these rules, local ordinances, or regulations, of the City of Palm Desert may may result in the denial of future access to the Resident Services Buildings facility.
- 22. Any incidents of fighting, vandalism or inappropriate behavior during an event will result in immediate cancellation of the event.

I, the undersigned, acknowledge that I have read all the rules listed above regarding the use of the Resident Services Buildings and agree to abide by such rules and regulations as set forth by the Palm Desert Housing Authority.

Resident Signature:				
Resident (Printed) Name:				
Authority Property:				
Apartment Number:				
Date:				

Administrative Plan Exhibit G

EXHIBIT G

SMOKE-FREE POLICY

PURPOSE

Section 1. Findings

Section 1.1 On December 10, 2009 the City of Palm Desert (the "City") approved Ordinance No. 1200 regulating smoking throughout the City to promote public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; and by protecting the public from exposure to secondhand smoke where they live, work, and play.

Section 1.2 In accordance with the purposes of Ordinance No. 1200, as amended, the Palm Desert Housing Authority (the "Authority") has declared all of the owned, operated, restricted or otherwise controlled Authority Properties ("Authority Properties") to be smoke free communities to insure the quality of air and the safety of its residents.

Section 1.3 Ordinance No. 1200 and this policy recognize there is no constitutional right to smoke.

Section 1.4 The efforts to designate Authority Properties as smoke-free does not make the Authority or any of its managing agents the guarantor of health of any person or the smoke-free condition of any property. The Authority will take reasonable steps to enforce the Smoke-Free Policy but shall not be required to take to take any action unless the Authority or any of its managing agents has actual knowledge of the smoking and the identity of the responsible resident.

Section 2. Definitions

- A. "Affordable Residential Community" means a residential property containing two (2) or more units that are owned, operated and restricted or otherwise controlled by the Authority.
- B. "Authority Property (-ies)" means any community owned, operated restricted or otherwise controlled by the Authority from time to time.
- C. "City" means the City of Palm Desert, and its related entities including the Authority.
- D. "Community" see definition for Affordable Residential Community.
- E. "Reasonable distance" means a distance of twenty (20) feet from the community, or such larger area as the City Manager/Executive Director reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of the

Administrative Plan Exhibit G

Affordable Residential Community an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

- F. "Resident" means anyone included on a current lease agreement for any unit in an Authority Property.
- G. "Secondhand smoke" means smoke or vapor from tobacco, nicotine products, any weed, plant or product created by the burning, carrying, or operating of any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment, and the smoke or vapor exhaled by an individual who engages in smoking.
- H. "Smoke-free Community" means that smoking is prohibited in all areas of the community, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, within the interior of all units, and within the perimeter outside of the buildings including entry ways, porches, balconies, and patios (to be established in accordance with this policy).
- I. "Smoking" or to "Smoke" means holding, possessing, or operating any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment that is emitting smoke or vapor from tobacco, nicotine products, any weed, plant or other product.

Section 3. Smoking Regulation

- Section 3.1 Smoking is prohibited in all areas of an Affordable Residential Community owned, operated, restricted or otherwise controlled by the Authority.
- Section 3.2 "No Smoking" signs will be posted at the entrance area of each Affordable Residential Community.
- Section 3.3 All residents of an Affordable Residential Community are required to sign an acknowledgement that they have received and read a copy of this policy and that they will observe all rules related to smoking.
- Section 3.4 Residents are responsible for the actions of their household, their guests, and visitors.
- Section 3.5 Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the rental/lease agreement and a serious violation of the rental agreement.
- Section 3.6 Residents will be responsible for all costs to remove smoke, odor, or residue upon any violation of this policy.
- Section 3.7 Any resident who smells smoke in an Affordable Residential Community or otherwise observes a violation of this policy should report this to the Authority Property

Administrative Plan Exhibit G

manager as soon as possible. No person shall harass or attempt to intimidate any person seeking to obtain compliance with this policy.

Section 3.8 This policy does not require residents to quit smoking in order to live in an Authority Property. Authority staff will provide information regarding smoking cessation resources to residents who wish to quit smoking.

Section 4. Implementation Timeline and Procedure

Section 4.1 This policy shall be implemented as follows:

All Affordable Residential Communities owned, operated, restricted or otherwise controlled by the Authority will be 100% smoke free from the date this resolution is implemented, provided the Authority has satisfied all notice requirements provided under the laws of the State of California.

RESIDENT ACKNOWLEDGEMENT

As head of household, I hereby acknowledge that I have received, read, and that I understand the above smoking policy and I agree to abide by the provisions. I understand acknowledge that failure to comply with any part is cause for termination of my lease.

Resident Signature:					
Resident (Printed) Name:					
Authority Property:					
Apartment Number:					
Date:					

ADMINISTRATIVE PLAN



ADMINISTRATIVE POLICIES AND PROCEDURES

of the

PALM DESERT HOUSING AUTHORITY

for the Management and Operation of its

AFFORDABLE HOUSING RENTAL UNITS

73-510 Fred Waring Drive Palm Desert, CA 92260 Phone: (760) 346-0611

www.cityofpalmdesert.org

Effective November 19, 2020 September 1, 2025

Version 34.0

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ABOUT THE AUTHORITY

"The mission of the Palm Desert Housing Authority is to serve the citizens of Palm Desert by providing decent, safe, sanitary, and affordable housing to qualifying households whose incomes are very low to moderate including public-private partnerships."

The Authority <u>collaborates closely</u> <u>works hand in hand</u> with the City to <u>upholdward sustaining</u> the goals and policies <u>contained outlined</u> in the City's approved Housing Element:

Goal 1: <u>Provide a range A variety</u> of housing types that meet <u>all</u> the needs of all income groups within the City.

Goal 2: <u>PreserveThe preservation</u> and <u>maintenance of maintain</u> the City's high quality affordable housing <u>supplystock</u>.

The success of the Authority's Palm Desert's affordable housing programs are successful in part because of the solidcan be attributed to the strong foundation of policies, procedures and regulatory provisions that have been established regulations in place. Palm Desert's rental properties as well as other housing These programs ensure have guidelines that provide for all residents to beare treated fairly under fair housing laws, and equitably based on income and family size. The Authority's rental properties, through a coordinated effort with staffalong with other housing initiatives, are managed by a contracted professional property management company, in accordance with this working in coordination with staff, and adhering to the guidelines in this Administrative Plan.

The policies, guidelines and standards set forthoutlined in this Administrative Plan shall apply to rental properties owned, operated or controlled by the Authority, and are intended They are designed to promoteencourage, the maintain and preserve the supplypreservation of affordable housing in the CityPalm Desert, enhance the condition of affordable housing in the Citythese properties, and ensure the level of compatibility within the community, that is as expected by both the City Council and the Authority Board.

NOTICE:

This Plan is intended to establish policies where the Authority has discretion under the applicable law. This Plan does not purport to change any of the requirements of Federal or State Law. In the event any discrepancy between this Plan and applicable law, the law will prevail.

Section 1. DEFINITIONS

<u>Unless the context explicitly requires otherwise, the following terms are defined as follows.</u>

References to statutory or regulatory provisions include any subsequent amendments unless sated otherwise. Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise. Code Sections or statutes that are referenced herein may be amended from time to time and shall be subject to the then current law unless stated otherwise.

- Section 1.1 Adjusted for Family Size shall mean a standardized household size for the purposes of renting units appropriate for family size pursuant to as defined in Health and Safety Code Section 50052.5, as amended, which is one person in the case of a studio unit, two persons in the case of a one bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and five persons in the case of a four-bedroom unit.
- Section 1.2 Affordable Housing Cost shall mean a the cost of housing cost, as defined by Title 25 CCR Section 6920, which is calculated pursuant under to California Health and Safety Code Section 50052.5, as amended such regulations may be amended from time to time.
- Section 1.3 Area Median Income (AMI) shall mean the Area Median Income for Riverside County, as determined and published annually by the Department of Housing and Community Development for the State of California ("HCD"), underpursuant to California Health and Safety Code Section 50093, as amended., and the regulations promulgated thereunder, or if such agency shall cease to publish such an index, then any comparable index published by any other federal or state agency which is approved and/or accepted by the Authority or as established by funding source. The AMI shall be aAdjustmented for family size shall align in accordance with state regulations adopted pursuant towith California Health and Safety Code Section 50052.5, as amended from time to time. If HCD ceases publishing AMI, a comparable index approved by the Authority or funding source will be used.
- <u>Section 1.4 Applicant</u> shall mean a person or household <u>applying that desires to apply</u> for tenancy at an Authority Property. <u>Related termsSee also</u>: Interested Household, Wait List Eligible Household, and Qualified Household.
- Section 1.5 Assets see Household Assets.
- <u>Section 1.6</u> Authority shall mean the Palm Desert Housing Authority.
- Section 1.7 Authority Board shall mean the governing body for the Authority.
- <u>Section 1.8</u> <u>Caretaker</u> see Live-in Aide.
- <u>Section 1.9</u> <u>CCR</u> shall mean the California Code of Regulations.

- <u>Section 1.10</u> <u>CFR</u> shall mean the Code of Federal Regulations.
- Section 1.11 Child see Minor.
- <u>Section 1.12</u> <u>Child Care Expenses</u> shall mean a reasonable <u>costsamount</u> paid by <u>athe</u> Household for the care of Minors under <u>age</u> 13 <u>years of age where such care iswhen</u> necessary to enable a family member to <u>workbe employed</u>.
- <u>Section 1.13</u> <u>City</u> shall mean the City of Palm Desert.
- <u>Section 1.14</u> <u>City Manager</u> shall mean the City Manager for the City of Palm Desert or his or her designee.
- <u>Section 1.15</u> <u>County</u> shall mean the County of Riverside, California.
- <u>Section 1.16</u> <u>Disability</u> shall mean a physical or mental impairment that substantially limits one or more of the major life activities; a record of such impairment; or being regarded as having such an impairment, as such terms are defined by, and interpreted in accordance with, under the Americans with Disabilities Act.
- Section 1.17 <u>Disability Program Participant</u> shall mean a Household member who has been determined by the Commissioner of Social Security to be unable to engage in any substantial gainful activity by reason of anydue to a medically determinable physical or mental impairment that has lasted or can be expected to last for a continuous period of not less thanat least 12 months, or as more particularly defined inunder Section 223 of the Social Security Act.
- <u>Section 1.18</u> <u>Elderly Household</u> shall mean a Household that consists of one or two persons, one of which is a Senior, or otherwise is qualified in accordance with California Civil Code Section 51.11.
- <u>Section 1.19</u> <u>Emergency Condition</u> shall mean any condition in the Restricted Unit or applicable Property that poses an immediate, verifiable threat to the life, health or safety of the Resident that cannot be repaired or abated within 24 hours.
- <u>Section 1.20</u> <u>Exceptional medical or other expenses</u> shall mean medical expenses, and/or unusual expenses, as defined in this Section, which exceed 25 percent of the gross annual income.
- <u>Section 1.21 Executive Director</u> shall mean the Executive Director of the Palm Desert Housing Authority.
- <u>Section 1.22</u> Family shall also mean 'Household' within the Plan unless otherwise stated. See also Household.

- <u>Section 1.24 HCD</u> shall mean the Department of Housing and Community Development for the State of California.
- Section 1.25 HOME funds shall mean financial allocations monies allocated under a block grant funding program made available through HUD aimed at fostering through allocations and reallocations, to strengthen public-private partnerships and to expandincreasing the supply of decent, safe, sanitary and affordable housing with target a focus emphasis on very low-income and low-income families in accordance with the HOME Investment Partnerships Program regulations provided in (24 CFR Part 92, as amended).
- <u>Section 1.26</u> <u>Household</u> shall mean one or more persons intending to occupy or occupying the same Restricted Unit, as more particularly described in the Occupancy Standards Policy. Household shall also mean 'Family' within <u>thisthe</u> Plan unless <u>stated</u> otherwise <u>stated</u>.
- <u>Section 1.27</u> <u>Household Assets</u> shall mean those Assets defined under Title 25 CCR Section 6914 includable as monthly income as prescribed therein.
- <u>Section 1.28 HUD</u> shall mean the U.S. Department of Housing and Urban Development.
- <u>Section 1.29</u> Income shall mean income that a person or Household has received or is expected to receive as more particularly categorized and described below:
 - <u>Section 1.29.1</u> <u>Annual Income</u> shall mean the anticipated total annual income of a Household from all sources for the 12-month period following the date of determination of income, computed in accordance with Title 25.
 - <u>Section 1.29.2</u> Household Income shall mean the total of all income received by a Household which is included under Title 25 CCR Section 6914 less deductions and exemptions specified therein.
 - <u>Section 1.29.3 Gross Income</u> shall have the meaning ascribed to such term in Title 25 CCR Section 6914, as such regulations may be amended from time to time.
 - <u>Section 1.29.4 Maximum Household Income</u> shall mean the Household income calculated based on family size that may be equal to but does not exceed 120 percent of the Riverside County AMI. Household incomes exceeding 120 percent of the Riverside County AMI will not be eligible for the Authority's program.
 - Section 1.29.5 Net Income for the purpose of determining Affordable Housing Cost or affordable rent, "net income" shall be computed as provided by Title 25 CCR Section 6916, as such regulations may be amended from time to time, as follows: the annual gross income less \$300 for each minor and medical expenses which exceed 3 percent of the annual gross income and unusual expenses, all divided by 12.

Section 1: Definitions

PDHA Administrative Plan Section 1: Definitions

For the purposes of this Plan, "Income" shall not include the income of Live-In Aides.

- For the purposes of this Plan, "Income" shall include any employment, benefits, family support and additional bank deposits provided to any member of the Household, except for items listed under subdivision (b) of Title 25 CCR Section 6914, as such regulations may be amended from time to time.
- For the purposes of this Plan, "Income" shall include net income from the operation of a business or profession (including self-employment).
- For the purposes of this Plan, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business owned by any Household member.
- See also, Income by Unit Allocation, Income Category, Income Level, Low Income Household, Very Low Income Household, Moderate Income Household, and Qualified Household.
- <u>Section 1.30</u> <u>Income by Unit Allocation</u> shall mean the allocation provided by the Authority to the Management Company for the purposes of blending the Qualified Household and resident incomes among the properties.
- <u>Section 1.31</u> Income Category shall mean the average income percentages within each income level. In the case of <u>Extremely Low and</u> Very Low Income shall include Household incomes from 20 percent up to 50 percent in the following categories: 20-24, 25-29, 30-34, 35-39, 40-44, 45 up to 50 percent; in the case of Low Income shall include Household incomes from 51 percent up to 80 percent in the following categories: 51-55, 56-60, 61-65, 66-70, 71-75, 76-80 percent; and in the case of Moderate Income shall include Household incomes from 81 percent up to 120 percent as one category.
- <u>Section 1.32</u> <u>Income Level</u> shall mean a Household determined by income to be either very low, low or moderate income pursuant to the definitions prescribed herein.
- <u>Section 1.33</u> <u>Interested Households</u> shall mean a person or Household that desires to apply for tenancy at a Property that contains Restricted Units. See also: Applicant.
- <u>Section 1.34</u> <u>Jurisdiction</u> shall mean the legal jurisdiction of the Authority, which is the city limits of the City of Palm Desert.
- Section 1.35 Live-in Aide shall be defined as provided in Title 24 CFR Section 5.403, and shall mean a person who resides residing with one or morea Seniors or an individual spersons with disabilities, who provides essential care services is as verified by the Authority to be providing essential services to the care and well-being of such person(s), is not obligated for the support of the person Resident(s), and would not be living reside in the Restricted Unit except to providing supportive services. Live-in Aides must Any person serving as a Live-in Aide in a Restricted Unit shall (1) execute an affidavit certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403 via affidavit; (2) consent to a back-ground check conducted

- by the Management Company; and (3) execute an acknowledgement that he or she only has a right to the Restricted Unit as long as the applicable Resident(s) needs supportive services and remains a Resident of the Restricted Unit.
- <u>Section 1.36</u> <u>Low Income Household</u> shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50079.5 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.
- <u>Section 1.37 Management Company</u> shall mean the contracted property management company for the Authority.
- <u>Section 1.38 Medical Expenses</u> shall mean those medical expenses not included as extraordinary or unusual expenses, which are to be anticipated during the 12-month period for which the gross income is computed, and which are not covered by insurance (however, premiums for such insurance may be included as medical expenses). <u>Medical expenses defined herein shall be deducted for households with a Disability Program Participant and Elderly Households only.</u>
- <u>Section 1.39</u> <u>Minor</u> shall mean a member of the Household, <u>excluding</u> other than the head of household or spouse, who is under 18 years of age.
- <u>Section 1.40</u> <u>Moderate Income Household</u> shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50093 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time.
- <u>Section 1.41</u> Notice of <u>Denial</u> shall mean the notice provided to the Household when it is ineligible, not qualified or is no longer qualified.
- <u>Section 1.42</u> <u>Occupancy Standards Policy</u> shall mean the occupancy standards for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.
- Section 1.43 Plan shall mean this Administrative Plan (also referred to as the Plan).
- <u>Section 1.44</u> Property shall mean a multi-family or senior residential apartment community, or any part thereof, that is owned, operated or controlled by the Authority, including but not limited to those properties listed in Exhibit A, as may be amended from time to time.
- <u>Section 1.45</u> Property Manager shall mean the <u>person_individual_assigned</u> by the Management Company to <u>supervise_oversee dailyday-to-day</u> operations <u>for_at_assigned by the affordable residential property.</u>

- <u>Section 1.46</u> <u>Public Housing Agency</u> shall mean any State, County, municipal or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for Very Low, Low, or Moderate Income Households.
- <u>Section 1.47</u> <u>Qualified Household</u> shall mean a person or Household whose total household income does not exceed the limits established by the Plan and who have provided documentation as required herein to demonstrate he, she or it is qualified to occupy a Restricted Unit.
- <u>Section 1.48</u> RCHA shall mean Riverside County Housing Authority.
- Section 1.49 Reasonable Accommodation shall mean a change to a rule, policy, or practice that allows a person with a disability to use and enjoy their housing. This includes access to dwelling units, public areas, laundry rooms and parking.
- <u>Section 1.4950</u> <u>Rent</u> shall mean the amount charged as a fee for occupancyoccupying for a particular Restricted Unit, as outlined pursuant toin the Rental Rate Policy, or any amendments thereto, and categorized below The categories are as follows:
 - <u>Section 1.4950.1 Affordable Rent</u> shall mean rent calculated in accordance with Health and Safety Code Section 50053 for a-Very Low, Low or Moderate-Income Households. Affordable rent shall include a reasonable allowance for utilities including a reasonable utility allowance.
 - <u>Section 1.4950.2 Maximum Rent</u> shall mean the maximum rental rate set for a particular type of unit at a specific Property, without regard to utility allowance, based on a bi-annual market survey. Such rate shall be adjusted in the non-surveyed year by the AMI percentage change as more particularly described in the Rental Rate Policy or any amendments thereto.
 - <u>Section 1.4950.3</u> Resident Rent shall mean the total monthly resident payment to the Authority as determined by certification, recertification, or outside assistance. Resident Rent may or may not be the total paid as Unit Rent for a particular unit.
 - <u>Section 1.4950.4 Unit Rent</u> shall mean the total rent charged for a particular Authority owned, operated or controlled unit, including those amounts accepted from a third party for the purposes of rental assistance or housing expense.
- <u>Section 1.501</u> Rent <u>Burdened</u> shall mean a Household that <u>is payingpays</u> more than 30 percent of <u>its</u> Household Income for rent and utilities.
- <u>Section 1.524</u> Rental Rate Policy shall mean the rental rates for residential units owned, operated and restricted by the Palm Desert Housing Authority set forth in Resolution No. HA-84 adopted December 14, 2017, as may be amended from time to time.

- <u>Section 1.532</u> <u>Resident</u> shall mean a person or Household that has signed a residential lease to occupy or is currently occupying a Restricted Unit.
- <u>Section 1.534</u> <u>Restricted Units</u> shall mean <u>an affordableRestricted</u> housing unit <u>occupied by a Qualified Households</u> that is owned by the Authority.
- Section 1.554 Senior shall mean a person who is at least 55 years of age or older.
- <u>Section 1.565</u> <u>Successor Agency</u> shall mean the Successor Agency to the Palm Desert Redevelopment Agency
- <u>Section 1.576</u> <u>Title 25</u> shall mean Title 25 of the California Code of Regulations Section 6910, et seq., as it pertains to income and household size for Households whose income is very low, low or moderate, as may be amended from time to time.
- Section 1.587 Unusual expenses shall be as defined in 25 CCR Section 6912, and shall mean amounts paid by the Household for the care of minors under 13 years of age or for the care of disabled or handicapped household members, but only where such care is necessary to enable a Household member to be gainfully employed, and the amount allowable as unusual expenses shall not exceed the amount of income from such employment.
- <u>Section 1.598</u> <u>Utilities</u> shall include electricity, gas, other heating (including hot water heating), refrigeration and cooking fuels not paid by the Authority. Utilities may include water, trash and sewer if not paid by the Authority. Telephone, Cable, Digital Services and Internet Connection costs are not included as utilities.
- <u>Section 1.6059</u> <u>Utility Allowance</u> shall mean the amount, updated annually, equal to the estimate established by the RCHA of the monthly cost of a reasonable consumption of such utilities and other services described in Title 25 CCR Section 6918(c) for the Restricted Unit by an energy-conservative Household consistent with the requirements of a safe, sanitary, and healthful living environment applicable for each unit type and equipment.
- <u>Section 1.610</u> <u>Veteran</u> shall mean a person who has served in <u>U.S. Armed Forces</u> the <u>active armed services of the United States</u> at any time, and <u>who shall have been was</u> discharged or released there from under conditions other than dishonorable, as verified by the Veterans Administration.
- Section 1.624 Veterans Preference shall mean the preference that enables allows a Wait List Eligible Household that includes a Veteran to be placed on the applicable priority waiting list.
- Section 1.632 Very Low Income Household shall mean persons and families meeting the income qualification limits set forth in California Health and Safety Code Section 50105 and Title 25 of the California Code of Regulations Section 6910, et seq., as the case or context may require, as such statutes and regulations may be amended from time to time; provided, however, that such income is at least 20 percent of AMI.

Section 1.643 Wait List Eligible Households – shall mean persons and families who have provided the documentation and/or information required demonstrating that they meet the minimum eligibility requirements to be placed on a waiting list. (See Section 3.3)

Section 2. ABOUT THE PLAN

Section 2.1 PURPOSE OF THE PLAN. The purpose of the Administrative Plan (the Plan) is to establishes program guidelines, policies and procedures governing properties owned, operated, or controlled by the as they pertain to Authority owned, operated or controlled properties. Theis plan serves as the management plan framework to ensure for the rental, improvement, preservation, maintenance and affordability of Authority Restricted Units.

Section 2.2 APPLICABILITY OF THE PLAN. The Plan shall applyapplies to all members of Interested Households, Wait List Eligible Households, Qualified Households, Applicants and Residents applying for or residing in properties identified listed in Exhibit A and any others properties that may be subject to the under the jurisdiction of or managemented byof the Authority from time to time. Unless otherwise specified otherwise byin the Federal or State funding guidelines, the processes procedures outlined herein shallin the Plan also apply to the Residents occupying an of Restricted Unit who receive Federal or State funding either receiving directly or indirectly. Federal orand State funding, laws shall prevail in the event the policies and processes set forth herein are In cases of inconsistencyt between the Plan and Federal or State laws, such the with any existing or enacted applicable laws shall prevail.

Section 2.3 ADMINISTRATOR OF THE PLAN. The Authority is the administrator of the Plan, shall be the Authority regardless of the funding source or ownership of the Restricted Units. The Executive Director shall have the authority for to implementing and administering the Plan's policies in accordance with the terms herein. In matters www. Where the Authority has discretion, waivers of existing policy shall be determined by the Executive Director or his or her designee has the authority to approve waivers of existing policies.

Section 2.4 FISCAL RESPONSIBILITIES. Before the beginning start of each fiscal year or as soon as possible after an following acquisition of property acquisition, the Authority Board will adopt the property budget for the property. The budget will include a projectioned of revenues and all expenditures, including professional property management fees prior to being expended any spending. The Authority will follow performed procedures will adhere in accordance withto the City's policies and/or applicable law.

Section 2.5 EQUAL OPPORTUNITY. It is the policy of tThe Authority and its agents shall to comply fully with all applicable federal, state, and local anti-discrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964; Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974); Executive Order 11063 as strengthened by Congressamended in 1992; the Fair Housing Act of 1968, as amended; the Age Discrimination Act of 1975; the Americans with Disabilities Act (ADA) of 1990; the U.S. Department of Housing and Urban Development regulations governing fair housing regulations and equal opportunity.; and any

<u>It is the Authority's policy to comply with any</u> legislation <u>enacted to protecting</u> the <u>individual</u> rights of Residents, Applicants or staff which may be subsequently enacted.

It is the Authority's policy to post required notices in conspicuous, public locationsprominently throughout the propertiesy as required by such noticemandated.

Section 2.6 LIMITED ENGLISH PROFICIENCY.——It is the Authority's policy to ensure meaningful access to programs, services and documents to limited English proficient (LEP) persons individuals. The Authority may translate certain documents related to the Plan as well as those required by law to assist persons with LEP. Notwithstanding this provision, the English version of all documents signed by the Resident will govern. Reasonable, necessary steps will be provided in order to make certain that no eligible person has their assistance denied, decreased or terminated simply because they face challenges communicating in English.

- Section 2.6.1 ESTABLISHING LANGUAGE ASSISTANCE NEEDS. To determine the appropriate level of language assistance required at each property, this includes providing interpreters and, where necessary, translated documents to applicants and residents ("beneficiaries") at no cost, as required by state law this may include interpretations as necessary, a **four-factor analysis** shall be conducted as follows:
 - <u>2.6.1.1 Number or Proportion of LEP Persons: The number of LEP individuals eligible to be served or likely to be encountered at the property.</u>
 - 2.6.1.2 Frequency of Contact: How often LEP individuals interact with the property's staff or services.
 - <u>2.6.1.3 Nature and Importance: The significance of the programs, activities, or services provided at the property.</u>
 - <u>2.6.1.4 Resources and Costs: The availability of resources and</u> associated costs for providing language services.

Section 2.6.2 LANGUAGE ACCESS PLAN

- 2.6.2.1 Languages Identified. The Language Access Plan (LAP) specifies the language(s) spoken by the proportionate majority of LEP beneficiaries at each property.
- 2.6.2.2 Interpretation Services. All LEP individuals are entitled to interpretation services, regardless of the language they speak. Staff must provide interpretation services as needed.
- 2.6.2.3 Document Translation. Translation of vital documents will be considered on a case-by-case basis. (a) Whether the document is vital to ensuring program access or continued assistance for the LEP beneficiary.(b) The cost implications and resources available to the property
- Section 2.6.3 Authorization Process for Document Translations. Document translations must not be initiated without prior approval from the Management Company Regional Director.
- Section 2.6 PROPERTIES. The Plan applies to all Properties include those properties currently owned and operated by the Authority, as listed in Exhibit A as well as any propertiesy or development that may be comes under the direction, control or is acquired,

managed, or controlled by the Authority. Several of the Some Authority's properties are restricted exclusively designated forto Seniors and serve only Elderly Households, while others. All other properties operated by the Authority are to be open and made available to all Qualified Households.

Section 3. FAIR HOUSING – REASONABLE ACCOMODATION

- 3.1. REASONABLE ACCOMMODATION. Reasonable accommodation can include:(1) Making changes to the interior of units to meet accessibility requirements, such as placing light switches at accessible heights and (2) Changing a bathtub to a "walk in" shower.
 - 3.1.1 Management Company cannot require people with disabilities to pay extra fees or deposits, or impose other special conditions, as a condition of receiving a reasonable accommodation. Failure to provide a reasonable accommodation may be considered discrimination.
 - 3.1.2 The Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) are laws that seek to ensure equal access to housing opportunities for individuals with disabilities and other protected classes.
- 3.2. REQUEST FOR ACCOMMODATION. A resident or an applicant for housing makes a reasonable accommodation request whenever they make clear to the Property Manager that they are requesting an exception, change or adjustment to a rule, policy, practice or service because of their disability. The resident or applicant should explain what type of accommodation they are requesting.
 - 3.2.1 An applicant or Resident is not entitled to receive a reasonable accommodation unless they request one. However, the FHA does not require that a request be made in a particular manner or at a particular time. A person with a disability need not personally make the reasonable accommodation request; the request can be made by a family member or someone else who is acting on their behalf. An individual making a reasonable accommodation request does not need to mention the Act or use the words "reasonable accommodation." However, the requester must make the request in a manner that a reasonable person would understand to be a request for an exception, change, or adjustment to a rule, policy, practice, or service because of a disability.
 - 3.2.2 Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the resident and the Property Manager if the request is made in writing. This will help prevent misunderstandings regarding what is being requested, or whether the request was made.
 - 3.2.3 A doctor's note (written within 3 months of the request) is also required to verify the needs of the reasonable accommodation.
 - 3.2.4 Whether a particular accommodation is reasonable depends on a variety of factors and must be decided on a case-by-case basis.
 - 3.2.5 The determination of whether a requested accommodation is reasonable depends on the answers to two questions. First, does the request impose an undue financial and administrative burden on the Authority? Second, would making the accommodation require a fundamental alteration in the nature of the Authority's

operations? If the answer to either question is yes, the requested accommodation is not reasonable. However, even where a Management Company is not obligated to provide a particular accommodation because the particular accommodation is not reasonable, the Management Company is still obligated to provide other requested accommodations or alternative accommodations to the one initially requested that do qualify as reasonable.

Administrative Plan	Section 3: Resident Selection and Waiting List Procedures

Section 34. RESIDENT SELECTION AND WAITING LIST PROCEDURES

The Authority has found_determined_that the demand for its_affordable rental housing exceeds available_supply. In order_Tto help_identify Households that have interest in Restricted Units, waiting lists will be established for each property as herein_describedoutlined_below. Wait_List Eligible_Households that meet the eligibility requirements_will be assigned a positionplaced on the waiting list based onby their income category, household size, and any allowable preference or preferences.

Section 43.1 WAITING LIST INTEREST REGISTRATION FORM. All Interested Households must complete a_n interest registration form referred to as a "Guest Card" Waitlist Application". The purpose of the form The Waitlist Application is used to allow by the Authority to assess eligibility for determine placement on the waiting list based on the information provided by the Interested Household. Waitlist Application Interest registration forms will be accepted can be submitted by phone, by mail or email, RentCafe or by physical delivery delivered in person to the individual property management office.

Section 43.2 ESTABLISHMENT OF WAITING LISTS. For each property except Palm Village, Santa Rosa, and Carlos Ortega Villa, Wwaiting lists will be maintained for each property, with the exception of Palm Village, Santa Rosa, and Carlos Ortega Villa, for each Income Category at or below 120 percent of the Riverside County AMI. Waiting lists will be maintained Ffor Palm Village, Santa Rosa, and Carlos Ortega Villas waiting lists will be maintained for each Income Category at or below 80 percent of the Riverside County AMI. Waiting lists for transfers will also be separately maintained for each property in accordance with this Section 3.

Section 43.3 ELIGIBILITY FOR WAITING LIST. In order for an Interested Household Tto become a Wait List Eligible Household, and be placed on the waiting list, anthe Interested Household must meet the income eligibility requirements based on the Riverside County AMI. The Interested Household will also be required to meet additional permissible criteria established by the Authority pursuant tounder Title 25 which that include but are not limited to the following:

<u>Section 43.3.1</u> Must provide Income and Assets <u>information</u> for all Household members <u>over the aged of 18 or older (exceptexcluding</u> for Live-In Aides), <u>which in aggregateensuring the total</u> does not exceed the current published Maximum Household Income for the Household size.

Section 43.3.2 Must provide names and ages of all Household members.

<u>Section 43.3.3</u> Must disclose any allowable preferences and accommodation <u>needs</u> at <u>the</u> time of interest.

Section 43.3.4 Current address and contact information.

Section 43.4 PLACEMENT ON THE WAITING LIST. All Wait List Eligible Households will be placed on the appropriate affordable waiting list according to allowable preferences, current qualifying income, household size, and in the date/time order in which the Guest Card

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the Wait list Application was filed and received. Wait List Eligible Households must update the information provided to the Management Company as necessary to maintain eligibility during the wait list period in order to remain a Wait List Eligible Household and continue on the waiting list.

Section 43.5 NOTIFICATION OF AVAILABLE UNIT. Once the Management Company identifies a Restricted Unit that will become available, Wait List Eligible Households will be notified by phone or email. In the event that the Management Company cannot reach the Wait List Eligible Household by phone or email, the Management Company will provide notification by U.S. mail. The Wait List Eligible Household will have five (5) business days to respond to this notification. Failure of the Wait List Eligible Household to respond within the above—time frame above will result in removal from the waiting list. In accordance with this Section, it is the Wait List Eligible Household's responsibility to keep the waiting list information current—up to date at all times. In the event contact is not possible due to insufficient or out of date information—on file, the Wait List Eligible Household will no longer be deemed 'eligible' and will be removed from the waiting list without further notice.

Section 43.6 NOTIFICATION BY WAIT LIST ELIGIBLE HOUSEHOLD OF INCOME OR HOUSEHOLD CHANGES. During the wait list period, any changes to the information provided by the Wait List Eligible Household must report any changes to their income or composition be provided to the Property Manager of the individual property to ensure its placement on the waiting list under the correct income category and/or Household size. At the time the updated information is provided, if the revised household income changes the income category for the Wait List Eligible Household but remains under 120 percent of the AMI, the Household will remain 'eligible' and but will be reassigned placed at the 'bottom' to the appropriate of the new income category while retaining their original placement date on the waiting list. and The Wait List Eligible Household will be notified of the change.

Section 43.7 WAITING LIST MAINTENANCE AND NOTIFICATION OF CONTINUED INTEREST. Wait List Eligible Household Applicants on the waiting list shall-must confirm their continued interest every-two years and maintain that all information is current and timely. The Wait List Eligible Household must notify the individual property management office not less than at least five (5) days (but not more than 60 days) beforeprior to the onetwo-year anniversary of placement on the waiting list, that the Household wishes to remain on the list (continued interest). Failure to notify the property management office within thise time frame will result in removal from the waiting list. The waiting list will be purged annually of Households that no longer meet the applicable requirements. The Wait List Eligible Households will also not be removed from the waiting list for the following reasons unless:

Section 4.7.1 The Household has been on the waiting list for two years more than twelve (12) months without confirming and has not declared its continued interest in the program;

Section 4.7.2 The Household fails to respond to a written request for information; Section 4.7.3 The Household fails to keep the information becomes outdated, current (and therefore makesmaking it impossible for the property mManagement Company to contact the Household);

<u>Section 4.7.4</u> <u>T</u>the Household misses a scheduled appointment without prior notification notifying the property management office to reschedule;

<u>Section 4.7.5</u> <u>T</u>the Household requests in writing or via telephone that the Household's nameto be removed <u>from the waiting list;</u>

Section 4.7.6 <u>T</u>the Household's income or size has exceeded the limits of the program;

<u>Section 4.7.7</u> The Household fails to disclose any allowable preferences and accommodation needs at the time of interest.

<u>Section 4.7.8 The Household has been removed from a Property waiting list</u> during an annual purse of the waiting list.

Section 4.7.9 The Applicant has been deemed ineligible previously by the Authority.

Section 4.7.10 The Household fail to provide any information or documentation that deems a Wait List Eligible Household to be ineligible (includes the lack of documentation proving eligibility).

Section 43.8 ALL UNITS ARE AFFORDABLE. No Restricted Units will not be intentionally rented to families with income above the moderate income limit as defined hereining this Plan. In the event Restricted Units are no longer required to be affordable, then the Restricted Units that are identified as above moderate income, will be rented those units will be made available on a first come, first served basis regardless of income and family size, at the maximum rent as established set forth by in the Rental Rate Policy. Policies outlined in this of the Plan apply to all Residents regardless of income or family size.

Section 43.9 PREFERENCES. Each Wait List Eligible Household will be placed on the applicable appropriate affordable waiting list according based toon their income category, household size, the Veterans Preference, court order, and any other preference required under state or federal law. Such These preferences must be disclosed at such the time as the Interested Household has completed the interest registration formWaiting List Application or uponwhen they become eligibility eligible for saidsuch preference, whichever occurs first. An existing Resident that qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer pursuant to Section 3.10.4 shall have priority will be prioritized over an Waiting List Eligible Household.

Section 43.10 SELECTION FROM THE WAIT LIST UPON UNIT AVAILABILITY. Notwithstanding Section 3.10.4 herein, when a vacancy occurs, a Restricted Unit becomes available after restoration, or a Resident submits a 30 day notice, a Wait List Eligible Household will be selected to apply as an **Applicant** for tenancy in the following manner: first from the appropriate income waiting list that satisfies the property's Income by Unit Allocation, then by household size appropriate for the Restricted Unit in accordance with the Occupancy Standards Policy.

The household income of an Applicant at the time a Restricted Unit becomes available will be used to determine the appropriate income category for the Applicant. If at the time a Restricted Unit becomes available, the Applicant's income is different than the waiting list income category they are selected from, they will be returned to a 'Wait List Eligible Household' status and placed on the appropriate income category waiting list in accordance with the waiting list procedures. The Household will be placed at the 'bottom' of the new income category list and notified of the change.

If there are no Wait List Eligible Households in the appropriate income category for the available Restricted Unit, the next Wait List Eligible Household will be selected from the next lower income category or an income category of need for housing.

Upon being selected to apply for tenancy the Applicant will then be required to complete the application process to determine whether they are a **Qualified Household** under the Plan as more particularly described in Section 4 and 5.

Section 43.10.1 Property Income Composition and Income by Unit Allocation. From time to time tThe Authority may periodically adjust medify the Resident Income composition of the property so as to ensure that not no single income level is overly concentrated a higher percentage of one income level at one in a given Peroperty. The Authority will select Selection of Residents will be made in a way that promotes a diverse, economically balanced community and by Income in a manner to ensure decent, safe and sanitary housing. This process is managed through and create a suitable living environment that fosters economic and social diversity in the Resident body as a whole by preparing an allocation system called for this purpose (Income by Unit Allocation).

<u>Section 43.10.2</u> <u>Unit Under/Over Utilization</u>. To <u>avoid prevent</u> overcrowding and <u>prevent underutilization</u> of Restricted Units, Households will be selected <u>in accordanceaccording withto</u> the Occupancy Standards Policy.

Section 43.10.3 Offer and Acceptance of a Restricted Unit. Once an Applicant is deemed a Qualified Household, the Household will be offered an available Restricted Unit appropriate for the household composition. The Qualified Household has an option to accept or decline the Restricted Unit, one timeonce, without any effectaffecting on itstheir position on the waiting list. A Qualified Household that declines more than one offer, Restricted Unitthey will be removed from the waiting list, except to the extent the Qualified Household declines due to aunless the refusal is based on disability or other reasons legally protected by lawreasons.

The Authority will take into consideration the needs of the individual Household's needs composition and Fair Housing guidelines when identifying suitable Restricted Units that become available to the selected Household.

Upon acceptance of the Restricted Unit, the Qualified Household will be notified, by telephone, and email and/or in writing of the anticipated date the Restricted Unit will be available for occupancyavailability. Upon After acceptanceing of the Restricted Unit by the Qualified Household, the Qualified Household will be removed from the waitlist on for all other Authority Communities.

Section 43.10.4 Unit Availability and Transfers. The type of Restricted Unit that becomes available will determine whether the next Wait List Eligible Household is selected or otherif special accommodation is made, including transfers for an existing Resident transfer. An When a Restricted Unit becomes available, existing Resident that requests and qualifies for an Emergency Transfer, Disabled Person Accommodation, Required Transfer, or Medical Transfer to the available Restricted Unit

shallwill have priority over an Waiting List Eligible Household. Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Requested Transfers will be added to the bottom of the appropriate waiting list for the requested property unless the request is being considered both by management and the Resident for purposes of mutual benefit to the parties.

43.10.4.a Emergency Transfer: A transfer of an existing Resident that is necessary due to an Emergency Conditionan urgent, emergency situation.

43.10.4.b <u>Disabled Person Accommodation</u>: A reasonable accommodation made in accordance with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973, the Fair Housing Act or applicable state disability laws.

43.10.4.c Required Transfer: A mandatory transfer that is necessary when a Resident's Restricted Unit is no longer meets suitable in accordance with the Authority's occupancy standards, is undergoing rehabilitation, demolition or is being demolished, construction and Authority required. Required Transfers are mandatory for the Resident and may require alternate options, i.e., transfer to temporary option or permanently to another available Restricted Unit.

43.10.4.d <u>Medical Transfer</u>: A transfers that is necessary when a Resident provides due to a verifiable medical reason for such transfer.

43.10.4.e Requested Transfers: A transfer that is requested by an existing Resident to avoid alleviate hardship by, among other things such as, reducing the distance between the Restricted Unit and the Resident's to their workplace or any other requested transfer wherein the Resident demonstrates acceptable immediate need for the household at the Authority's discretion. All costs associated with a Restricted requested Transfer will be borne by are the responsibility of the Resident.

Emergency Transfers will have first priority when an appropriate Restricted Unit becomes available. If no existing Resident requests and qualifies for an Emergency Transfer when an appropriate Restricted Unit becomes available, Disabled Person Accommodations, Required Transfers and Medical Transfers will have priority in that respective order. Existing residents requesting transfers will be placed at the bottom of the appropriate waiting list, unless management and the resident mutually agree to a transfer beneficial to both parties.

<u>Section 43.11 Conflicts Prohibited.</u> No employee, contractor, subcontractor, or agent of the Authority <u>who_involved in_formulatesing</u> policy or <u>who_influencesing</u> decisions <u>with respect toregarding</u> the Properties and programs governed by this Plan, <u>nor anytheir immediate family members</u> <u>of such person</u>, may, <u>during the period of employment and for anytheir immediate</u>

one year thereafter, apply for or occupy a Restricted Unit with in the Properties or obtain any other benefit under the programs governed by this Plan during their employment or for one year after their employment ends. For purposes of this Section 3.11, "immediate family member" means spouse, domestic partner, cehabitant, child, stepchild, sibling, grandchild, parent, stepparent, mother in law, father in law, son in law, daughter in law, grandparent, great grandparent, brother, sister, half-brother, half-sister, stepsibling, brother in law, sister in law, aunt, uncle, niece, nephew, or first cousin (that is, a child of an aunt or uncle) and others defined by law.

Section 45. APPLICATIONS AND HOUSEHOLD QUALIFICATION

Once a Wait List Eligible Household is selected as an Applicant in accordance with Section 3, the Applicant must submit a completed application, in thea_—format acceptable to the Management Company. This application thatmust includes theall requiredments, documentation, verifications, authorizations and certifications required as outlined in by this Section.

<u>Section 54.1 APPLICATION</u>. The completed application will require that the Applicant provide the following:

<u>Section 54.1.1 Contact Information</u>. Current address and contact information for the Applicant.

Section 54.1.2 Income. Income information for aAII Household members over the age of 18 (except for Live-In Aides), must submit income documentation, which may includes but is not limited to tax returns, pay stubs, bank statements, unemployment earnings-statements, disability or sSocial sSecurity or disability earnings statements, and any other Income documentation records requested by the Authority reasonably requests of Applicant. Income from regular cContributions or gifts received from persons outside sources the Household must be documented in an affidavit and (recertified annually) that lists any such contributions or gifts received in the 12 months prior to the submittal of the completed application.

- 5.1.2 (a). Except as provided in subdivision (b), all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor shall be included in the annual income of a family. Income shall include, but not be limited to:
 - (1) The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
 - (2) The net income from operation of a business or profession or from rental or real or personal property (for this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business);
 - (3) Interest and dividends;
 - (4) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
 - (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see subdivision (b)(3)).
 - (6) Public Assistance. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the public assistance agency in accordance with the actual cost of shelter and utilities, the amount of public assistance income to be included as income shall consist of:
 - (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities, plus
 - (B) The maximum amount which the public assistance agency could in fact allow for the family for shelter and utilities,

- (7) Periodic and determinable allowances such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- (8) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see subdivision (b)(5)).

Where a family has net family assets in excess of \$5,000, income shall include the actual amount of income, if any, derived from all of the net family assets or 10 percent of the value of all such assets, whichever is greater. For purposes of this section, net family assets means value of equity in real property other than the household's full-time residence, savings, stocks, bonds, and other forms of capital investment. The value of necessary items such as furniture and automobiles shall be excluded.

5.1.2 (b) The following items shall not be considered as income:

- (1) Casual, sporadic or irregular gifts;
- (2) Amounts which are specifically for or in reimbursement of the cost of medical expenses (including, without limitation funds received as flex benefits from an employer that are actually used for medical expenses);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- (4) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment. Any amounts of such scholarships, or payments to veterans not us ed for the above purposes of which are available for subsistence are to be included in income;
- (5) The special pay to a serviceman head of a family away from home and exposed to hostile fire;
- (6) Relocation payments made pursuant to federal, state, or local relocation law;
- (7) Foster child care payments:
- (8) The value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged the eligible household;
- (9) Payments received pursuant to participation in the following volunteer programs under the ACTION Agency:
- (10) National Volunteer Antipoverty Programs which include VISTA, Service Learning Programs and Special Volunteer Programs.
- (11) National Older American Volunteer Programs for persons aged 60 and over which include Retired Senior Volunteer Programs, Foster Grandparent Program, Older American Community Services Program, and National Volunteer Program to

Assist Small Business Experience, Service Corps of Retired Executive (SCORE) and Active Corps of Executives (ACE).

5.1.2 (c) Proof of Income is required of all occupants over 18 (except for Live-In Aides), this includes but is not limited to: Last three (3) consecutive pay stubs (current & consecutive), Social Security Award Letter (within 60 days), Unemployment Claim Award Letter (current), 2 years Tax returns if self-employed (current), Child support documents (current), County Assistance (Cal-Works, current letter), Retirement Income.

<u>Section 54.1.3 Assets</u>. Asset information for all Household members over the age of 18 (except for Live-In Aides) which includes but is not limited to documentation of any interest in real property other than a primary residence, <u>three (3) months' bank statements for all accounts</u> savings accounts records, and <u>current statements for records of stocks</u>, bonds, <u>crypto currency</u>, <u>CD accounts or money market account, full copy of life insurance policy</u>, and other forms of capital investments.

<u>Section 54.1.4 Affordable Requirements.</u> Necessary documentation to verify affordable criteria has been met by all Household members in accordance with Section 4.3.

<u>Section 54.1.5 Applicant Lease Requirements</u>. Necessary documentation to verify applicant lease requirements have been met by all Household members in accordance with Section 4.2.

<u>Section 54.1.6 Identification</u>. Proof of identification, birth documents for each family member, and a current driver's license, or equivalent, for copying.

Section 54.1.7 Consent/Verification Forms. All Household members over the age of 18 must authorize the Authority, through written authorization or signed consent form, to verify or obtain information regarding Income, Assets, Resident history, conduct background checks (including criminal) and obtain credit reports. All Household members who authorize the release of information or background checks have the right to privacy in accordance with federal law.

Section 54.1.8 Application Fee. Except as provided in that certain Stipulation for Entry of Judgment, Riverside County Superior Court Case No. INDIO 51124, each Applicant and every Household member over 18 years or older shall pay a non-refundable one-time application fee. The Executive Director shall establish the application fee annually concurrently with the annual rental rates as more particularly described in the Rental Rate Policy.

<u>Section 54.1.9 Other Information</u>. Any other information reasonably deemed necessary by the Authority to determine eligibility.

<u>Section 54.2 APPLICANT LEASE REQUIREMENTS</u>. The following lease requirements will apply to all members of Interested Households, Wait List Eligible Households, and Applicants:

<u>Section 54.2.1 Age Requirements</u>. Lease holder(s) must be 18 years or older. All household member(s) 18 years or older (except for Live-In Aides) must sign the lease for the Restricted Unit and comply with all requirements of the Plan.

Section 54.2.2 Income History/Verification. Lease holder(s), must provide proof of income. If the Lease holder(s) are Except for retired persons, Disability Program Participants or other persons or receiving similar governmental assistance, lease holder(s) they must be employed for at least one full year prior to the submitts ubmit an award letter. If Lease holder(s) are employed, they must submit at of the completed application and must provide at least onethree months of pay stubs for Income verification. Lease holder(s) that cannot demonstrate at least one full year of employment prior to the submittal of the completed application (and are not exempt from this requirement) must pay an additional security deposit of \$350 for a studio, \$400 for a one-bedroom unit and \$450 for a two-bedroom unit, provided that the total security deposit required from any Applicant shall not exceed the limitations imposed under Civil Code Section 1950.5(c) as amended from time to time.

<u>Section 54.2.3 Self-Employment</u>. Lease holder(s) that are self-employed must provide a complete copy of the previous year's personal tax returns, and copies of business and personal bank statements for the six months, and a profit and loss statement prior to the submittal of the completed application.

Section 54.2.4 Lease Income Requirement. Notwithstanding Income requirements in Section 4.3.1 Lease holder(s), Income must have an income of be at least 2 ½ times (250 percent) the rental rate for the Restricted Unit at the time of application, but not less than 20 percent of the AMI, in order to be considered for occupancy.

<u>Section 54.2.5 Rental History</u>. Must provide 3 years of verifiable rental history. Rental history can be verified by a notarized letter from a prior landlord, proof of payment (i.e., cancelled checks), or similar documentation.

Section 54.2.6 Criminal Background Check. A state and nationwide criminal background check will be conducted is required for allevery Household members over 18, to ensure that Applicants meet (minimum criteria in accordance with Exhibit B). The Authority has enforces a Zero Tolerance Policy for drug-related activity and violent criminal activity (see Exhibit E). Any conviction related to such offenses, or anyfor criminal, violent behavior that threatens Residents' or drug activity is grounds for denial. Applications will also be denied for any activity that could prove to be detrimental to the health and safety ander right to peaceful enjoyment, will result in application denial of the other Residents.

<u>Section 54.3 AFFORDABLE QUALIFICATION REQUIREMENTS</u>. All Households must meet the affordable qualification requirements listed in this Section as well as those lease requirements listed under Section 4.2 in order to become a Qualified Household under this Plan.

Section <u>54.3.1 Household Income Criteria</u>. Households applying for tenancy in a Restricted Unit must have a Household Income (not including that of Live-in Aides) of not less than 20 percent of the AMI and not more than 120 percent of the AMI.

Household Income will be categorized as very low, low, or moderate pursuant to the definitions applied herein.

Section 54.3.2 No Ownership in Real Property or Mobilehomes. No intended occupant of the Restricted Unit may have owned real property that includes a habitable dwelling unit within the last two years. The only allowable exception is where the Applicant has filed court documents for dissolution of marriage or legal separation. Proof of the court's disposition as to the habitable dwelling unit must be submitted to the Management Company upon receipt by Applicant. Proceeds from the sale of real property will be considered as part of the Household Income pursuant to Title 25.

<u>Section 54.3.3 Certification And Recertification Of Eligibility</u>. Applicants and/or Residents must agree to provide the documentation prior to lease signing and again prior to lease renewal to certify that the Household remains eligible within these guidelines.

<u>Section 54.3.4 Proof Of Income</u>. Proof of Income is required of all occupants over the age of 18 (except for Live-In Aides).

<u>Section 54.3.5 Changes In Income</u>. Applicants and Residents must agree to notify management of any increase or decrease in monthly Household Income in excess of 30 percent.

<u>Section 54.3.6 Primary Residence Requirement</u>. Applicants must agree that the Restricted Unit will be the primary and sole residence of all occupants listed on the lease agreement.

<u>Section 54.3.7 Other Housing Assistance</u>. Any Applicants, Residents, or Households receiving other housing assistance must disclose the source and amount at the time of application or immediately upon receipt of of ecceiving such assistance whichever occurs firstaid. Resident rent will be adjusted accordingly. Households in this categorycovered by this Section will follow the same waitlist policies and procedures to be placed on the wait list.

Section 54.4 CREDIT CHECKS, BACKGROUND CHECKS, AND DOCUMENTATION VERIFICATIONS. Pursuant to Section 4.1.7, all Household members over the age of 18 are required to sign documents authorizing the Management Company to complete a review of the requirements of this Section. The Management Company is required to follow state and federal regulations when conducting credit checks, background checks, and document verification for prospective Residents. These processes help ensure that applicants meet the eligibility criteria for affordable housing programs, while also maintaining fairness, transparency, and compliance with housing laws.

Section 54.4.1 Applicant Certifications and Verifications:

<u>S4.4.1.a</u> Authorization for Release of Information Form. <u>California Consumer Credit Reporting Agencies Act (CCRAA) requires written consent from the applicant before conducting a credit check, and applicants are entitled to receive a copy of the credit report if requested.</u>

<u>S4.4.1.b</u> Application and/or Resident Income Certification; Consideration of Credit History, while the credit report may be reviewed, California law prohibits from automatically denying applicants based solely on poor credit. The credit report should be used as one factor among others, such as income, rental history, and compliance with program requirements.

54.4.1.c Exemptions. Applicants with **no credit history** or those who have faced economic hardships may be considered on a case-by-case basis, allowing for alternative screening criteria. Certification that all prospective Household members ever the age of 18 have read and understand the eligibility requirements in this Plan; HUD defines economic hardship as follows:

5.4.1.c (i) An individual or family with an annual income below 30 percent of median family income for the area.

5.4.1.c (ii) Temporary hardship requires reinstating the minimum rent and offering a reasonable repayment agreement.

5.4.1.c (iii) Long-term hardship suspends the minimum rent until

<u>5.4.1.c (iv) Financial hardship includes loss of eligibility for federal, state, or local assistance programs.</u>

5.4.1.c (v) Hardship requests must follow specific criteria and procedures.

54.4.1.d Certification and Release of Information. Applicants for a Restricted Unit must provide the following certifications and authorizations to ensure that all information submitted is accurate and complete and to comply with applicable laws and regulations.

54.4.1.e Release of linformation for Rental Verification. The Applicant must authorize the release of information from their at-current or priorprevious landords to verify rental history, including but not limited to payment history, lease compliance, and rental references. addresses for rental verification(s) This release is necessary for the Management Company to confirm the applicant's qualifications for the Restricted Unit.;

it ends.

4.4.1.f Certification of Child Support Income. The Applicant must certify whether they Certification that no child support Income is received or, for Households that receive child support Income. If child support is received, the Applicant is required to disclose the total amount of a certification that all Income received from child support has been disclosed. If no child support income is received, the applicant must provide certification to this effect. Any discrepancies or omissions in reporting child support income may affect eligibility or result in corrective actions.;

54.4.1.g Certification of Alimony, Family Support, or Additional Deposits. The Applicant must certifyCertification whether they or any member of the Household receive that all-alimony, family support, or other forms of financial assistance not already disclosed in Income. Anyif applicable, any additional sources of Income, including bank deposits or other financial contributions, provided to any member of the Household has been must be disclosed and supplemented with appropriate documentation, when applicable; and (e.g., bank statements, court orders, etc.) must be provided to substantiate the claims. This ensures that all financial resources are considered in determining eligibility.

54.4.1.h Other Required Certifications or Verifications. The Applicant agrees to complete aAny etheradditional certification or verification forms deemed necessary by that the Management Company deems necessary to meet to satisfy a the requirements of this Planthe affordable housing program. This may include documents related to income verification, residency status, or other factors affecting -eligibility.

Section 54.4.2 Credit Reports/Background Checks. In accordance with Exhibit B, cGredit reports and background checks will be obtained for every familyall Household members aged 18 years or older in accordance with Exhibit Bas part of the eligibility determination process for a Restricted Unit. The illnformation provided thesein such reports will be used to assess the Applicant suitability for housing. in determining eligibility for a Restricted Unit and aAny one or more of the following findings for any of the intended occupants will may result in the denial of the rental application or continued tenancy.:

<u>54.4.2.a Amounts Owed to Government Entities. Any outstanding a</u>Amounts owed to any Public Housing Authority (PHA), or any Federal, State or Local housing assistance programs, may result in the denial of the application. Applicants are required to disclose all prior housing assistance debts, including those owed to any housing authority or assistance program.

<u>54.4.2.b</u> <u>Fraud in Connection with Housing Assistance Programs. Any history of Efraud or misrepresentation in connection with involving any Public Housing Authority, or Federal, State, or Local housing assistance programs will result in the denial of the application. This includes instances of providing false information or concealing information related to housing assistance.</u>

<u>54.4.2.c</u> Eviction from Agency-Controlled Property. An eviction from any Agency property, Authority property, Public Housing Authority, or property <u>under the control of the by which the Agency</u>, Authority or Public Housing Authority <u>has or had control</u> at the time of tenancy <u>will be considered grounds for denial</u>. This includes any

evictions from properties managed or owned by the housing provider or any affiliated authority.

- <u>54.4.2.d Eviction from Other Rental Housing.</u> An eviction from any <u>previous rental housing, including private rentals or other public housing, may result in the denial of the application if deemed relevant to the applicant's ability to maintain tenancy.</u>
- 54.4.2.e Violation of the Authority's Zero Tolerance Policy. Any conviction for activityies that would be a violatione of the Authority's Zero Tolerance Policy (attached as outlined in Exhibit E) will result in denial. This includes, but is not limited to, violent crimes, drug offenses, or other activities that threaten the safety and well-being of the housing community.
- 54.4.2.f Sex Offender Registration. Any person who is subject to a lifetime registration requirement under a Federal, State or County sex offenders' registration program_-will be denied tenancy. Due to the proximity location of Restricted Units tonear schools and playgrounds, individuals a person subject to a temporary or permanent registration requirement under such programs for a stated period of time will be denied during such registration period, as required by law.
- 54.4.2.g Falsification of Identification. Falsification or manipulation of identification documents, which (includesing but is not limited to the following: birth certificates, government issued identification or documents, identification cards or driver licenses, social security numbers or cards, and any other official documents) will result in the denial of the application. Any attempt to use fraudulent documents will be taken seriously and may lead to legal action.
- 54.4.2.h Falsification or Concealment of Income or Asset. Applicants who Ffalsifyication or concealment of Income, Assets or related documentation for the purpose of obtaining housing assistance or qualifying for a Restricted Unit will have their application denied. Full and accurate financial disclosure is required for eligibility.
- 54.4.2.i False Statements or Omissions During Application Process. Any False statements or willful omissions made at any time point during eligibility, qualification, the application process, eligibility determination, or subsequent leasing and tenancy, with the intent to mislead or for the purpose of obtaining housing assistance fraudulently, will result in the denial of the application and potential criminal actions.
- <u>54.4.2.j</u> <u>Outstanding Judgement or Bankruptcy Filings.</u> Any outstanding judgments, or bankruptc<u>yies</u> filinged within <u>two (2)</u> years prior to the submittalssion of the completed application <u>will be considered ineligibility factors. This includes personal or business bankruptcies and any legal judgments that have not been resolved.</u>
- Section 54.5 ADDITIONAL DOCUMENT SUBMITTAL. Once After submitting the initial application, has been submitted, any additional documents reasonably required by the Management Company must be submitted provided within ten (10) days from the date of the additional documents were requested. If the Eligible Household is unable to obtain the required documents within the specified this time-frame, a one-time an extension of ten (10) days may be

requested. Failure to submit, of the Applicant to provide, obtain or authorize, or obtain the necessary documentation or background checks within the specified or extended timeframe will result in the denial of be cause for the application to be denied. After In the event of a denial pursuant to this Section, the Household would may be required to contact the Property Manager and request to that it be added to the bottom of the appropriate waiting list as an Interested Household.

Section 54.6 APPLICATION ACCURACY. All information provided in the completed application is required to must be as accurate and complete to the best of the Applicant's knowledge. as possible to prevent any dDiscrepancies, omissions, or inaccuracies in the application may result in the and/or cause a denial of application or, if discovered later, termination of tenancy. Applicants are advised to carefully review all submitted information to ensure compliance.

Section 54.7 APPLICATION APPROVAL/DENIAL. Upon receipt of a completed application, the Management Company will process the application conduct a thorough review, including verifications of Income, Assets, rental histories, background checks and credit reports. Upon—If the Applicant satisfies all the requirements, satisfactory review of all documentation required by this Section, the Applicant will be notified via phone, mail, or email of approval for tenancy via phone, mail or email, (with written confirmation later sent to the Applicant) provided thereafter. At this stage, If the application is approved, the Household shall will be officially deemed a Qualified Household.

If the application is denied, the Applicant shall—will receive written notice of ineligibility including specific the reasons for the denial. If tThe Applicant has the right to disputes the reason for the denial, the Applicant must by responding within ten days of the notices mailing date of the denial. Upon receiving a dispute, If the Applicant does so, the Management Company will conduct an individualized assessment of the Applicant's claims to ensure that (1) the application was evaluated objectively and without biasin a fair, transparent manner, and (2) the denial iswas based on correct and verified accurate information.

If the application is denied, the Applicant will receive a written notice of ineligibility, including specific reasons for the denial.

Section <u>56</u>. LEASING POLICIES AND PROCEDURES

The Authority operates the Restricted Units with leasing standards that will ensure the continued success of our affordable programs as well as comply with fair housing laws. The Authority and its representatives, including Management Company personnel, will not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, familial status, sexual orientation, political beliefs, disability, handicap, or any other status that is protected under federal or state law. Prior to admission into a Restricted Unit, all adult Household members that will be residing in the Restricted Unit must sign a lease.

Section 65.1 RESIDENTIAL LEASE AND ADDENDA. Once an Applicant qualifies becomes a Qualified Household, a residential lease will be signed by the Household members listed in Section 5 shall sign a residential lease required under Section 4. The residential lease may include addend that meetsatisfy the requirements of this Section, and these addenda will be considered a part of the residential lease. No Resident will occupy a A unit may not be occupied without an fully executed residential lease. The lease becomes enforceable Oonly after all parties have signed at such time as the lease is fully executed will it become enforceable.

The residential lease will include the following information:

<u>Section 65.1.1 Lease Term and Effective Dates. This section outlines the start and Effective end dates or the term of the lease.</u>

<u>Section 65.1.2</u> Parties to the lease. This section lists all individuals included in the lease, categorized as either (i.e., all occupants listed and designated as adults or minors).

<u>Section 65.1.3 The uU</u>nit location. <u>This section specifies the or apartment number or location of the unit.</u>

<u>Section 65.1.4 The mMaximum occupancy. This section indicates the maximum number of occupants allowed in the units.</u>

Section 65.1.5 LeaseThe Tterms. This section includesing details such as but not limited to the rental rate, and due dates due, late chargesfees, returned check charges, payment methods of payments, locations where for submitting rental payments, are accepted, prorations, deposit requirements and allowable uses, cable cost, gate access, utility payment requirements or adjustments, assigned parking space designations and any rent incentives in effect that may apply.

<u>Section 65.1.6</u> The policies of the property as updated from time to time, also known as the House Rules and Regulations, which may address – among other things – the following topics:

Noise	Personal property responsibility
Waterbeds	Liabilities
Housekeeping	Crime/drug free housing
Plumbing	Use of patio/balconies
Damage	Appliance agreements

Vehicles and vehicle parking	Satellite dish and/or antennas
Security	Animal Policy
Lockout policy	Absences from the Restricted Unit in
Guest and Visitor occupancies	excess of three (3) weeks including
Amenity Area guidelines	vacations, military duty, medical
Apartment condition, alterations,	conditions or to care for a family
and damages	member not residing at the unit
Subletting, Assigning, Subleasing	due to serious illness
Unit inspections	

Antenna & Satellite Dish Balconies/Patios/Windows Cleaning of Bathtub/Blinds & Windows/Carpet/Premises

Countertops

Community Amenities

Crime Free & Drug Free Housing

Dress in Public Areas Earthquake Procedures

Electric Personal Assistive Mobility Devices

(Scooters & Wheelchairs) **Emergency Information Sheet Energy and Water Conservation**

Fire Procedures Garbage Disposal **Guest and Occupancy** Income Recertification

Inspections <u>Insurance</u> Laundry **Light Bulbs** Locks and Keys Maintenance - Fault Repairs

Modifying the Premises

Mold Moving Out

Only Place of Residence

<u>Parking</u>

Peaceful Enjoyment Package Delivery <u>Parking</u> Peaceful Enjoyment

Plumbing

Radios and Television

<u>Pest</u>

Shopping Carts

Smoke Detectors/Alarms Smoke-Free Apartment

Telephones <u>Use</u> Vacations Waterbeds

Section 6.1.7 Acknowledgment of Rules and Regulations. All Residents and all members of the Household over the age of 18 will be required to must acknowledge receipt of such these rules and regulations.

<u>Section 6.1.8 Violations.</u> The Management Company will notify Residents <u>in writing</u> of any violations of the House Rules, <u>Lease Agreement</u>, <u>or and Regulations and all other violations of the residential lease in writing, and where any other applicable regulations, as required by noticed in accordance with applicable law-governing such violations.</u>

Section 6.2 RESIDENTIAL LEASE POLICIES AND NOTICES.

<u>Section 65.1.82.2</u> <u>The pP</u>olicies <u>with</u> regarding to condemnation.

Section 65.1.92.3 The pPolicies regarding attorney's fees and costs.

<u>Section 65.1.102.4</u> <u>Notice-Notification of applicable laws, such as like Megan's Law, and the regulations governing lead-based paint, and mold regulations.</u>

<u>Section 65.1.112.5</u> Policies <u>imposed as a part of participating in the Authority's for affordable housing program <u>participation</u>, <u>if applicable (i.e., such as annual recertification requirements)</u>.</u>

<u>Section 65.1.122.6</u> Policies on maintenance, and entry to Restricted Units <u>acces</u>, smoke detector/alarm responsibilities, and definitions of normal wear and tear.

<u>Section 65.1.132.7</u> Policies on standard <u>maintenance</u> and emergency <u>maintenancerepairs</u>.

<u>Section 65.1.142.8</u> Policies on <u>renter's</u> insurance for renters and personal property.

<u>Section 65.1.152.9</u> Signatures <u>required</u> of <u>both the</u> Resident<u>(s)</u> (and all members <u>required to sign</u>) and Management Company's <u>agent representative</u>.

<u>Section 65.23 LEASE DEPOSITS</u>. Balance of deposit, move-in prorates and the first full month of rent must be in the form of a money order or cashier's check.

Section 65.34 LEASE PAYMENTS AND LATE CHARGES. All-Rent payments for rent and late fees charges will are to be made paid at thea location stated specified in the residential lease agreement.

Section 65.34.1 Rent is due on the first day of each month.

Management and Operations – Rental Units

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Section 65.34.2 Rent is considered late after the close of business on the fifth of each month at 5:00 p.m. PST on the 5th day of each month unless otherwise provided in the lease specified.

<u>Section 65.34.3</u> Late fees <u>will apply be imposed after at 5:01 p.m. PST on the fifth 5th day of each month.</u>

Section 65.34.4 All payments of rRent and fees must be paid, late charges, attorney's fees, cable or any other payments made to management offices are to be made by personal check (so long as there have been if no checks returned for "non-sufficient funds" checks have been issued in the previous three months), money order, or cashier's checks directly to the management office. NO CASH PAYMENTS FOR RENT WILL BE ACCEPTED except for a Three (3) Day Pay or Quit payment.

<u>Section 65.34.5</u> Payments will be accepted <u>only</u> at the location <u>stated</u> <u>outlined</u> in the <u>residential</u> lease, unless <u>otherwise specified notified</u> in writing <u>by the Management Company of an alternate acceptable locationat least</u> ten (10) days <u>before prior to the</u> rent due date.

Section 5.45 LEASE ADDENDA IN WRITING. All addenda to leases Any changes or addition to the lease must be in writing and signed by both parties. Oral agreements or modifications will not be enforceable and shall be void unless written and signed by both parties at the time of agreement valid.

<u>Section 65.56 LEASE MODIFICATIONS</u>. <u>Changes to the Liease modifications willmay</u> be made to <u>reflect the residential lease form as necessary to accommodate any changes of in the affordable program, clarification to policies or applicable laws or policy clarifications.</u>

Section 65.67 PRE-OCCUPANCY INSPECTION. An Before move-in an authorized representative of the Management Company and an adult member of the Household member will inspect premises the Restricted Unit prior to commencement of occupancy. Aand complete a move-in inspection form, indicating the noting the conditions of premises the Restricted Unit will be made, signed, and filed in Aapplicant file.

Section 65.78 RENTAL RATES.

<u>Section 65.78.1</u> <u>Setting Rental Rates</u>. Rents will be established annually as set forth in the Rental Rate Policy.

Section 65.78.2 Rental Rents Based on Standard Occupancy. Rentsal Rents will be established pursuant to follow the California Health and Safety Code Section 50053 guidelines, as it relates to standardized occupancy based on unit size, (e.g., which is one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case

of a three-bedroom unit, and five persons in the case of a four-bedroom unit, etc.). Actual occupancyies of each unit will be in accordance align with the Occupancy Standards Policy.

<u>Section 65.78.3</u> <u>Household Rent</u>. Individual Household rent shall be established for a Qualified Household after compilation of all Household members' sources of Incomes, Assets and allowable deductions, and proper notification.

Section 65.89 MAINTENANCE AND ENTRY TO RESTRICTED UNITS.

Section 65.89.1 Inspection. The Management Company or its agent or agents shall be allowed to enter the apartment as provided by state law. Upon 24-hour notice, an authorized representative of the Management Company may enter to inspect the condition of the premises and/or appliances therein. In the event of an emergency, an authorized representative of the Management Company has the right to enter the Restricted Unit without notice.

Section 65.89.2 Service Request. It is the Resident's responsibility to call in all service requests to the property office location. Residents must allow maintenance staff permission to enter the Restricted Unit to perform a maintenance request in the event the Resident is not home or schedule an appointment during the maintenance hours Monday through Friday, between 8:00 a.m. and 5:00 p.m. All service requests will be responded to within a 24-hour period. After hours emergency service is available.

<u>Section 65.910</u> <u>LEASE RENEWALS</u>. Leases under consideration for renewal by the Management Company must be renewed prior to the stated expiration of the residential lease or the Resident reverts to a month-to-month tenancy at the maximum rental rate for the Restricted Unit.

Leases under consideration for renewal by the Management Company for Residents that were previously deemed a Qualified Household must recertify their eligibility status annually in accordance with Section 6 below.

<u>Section 65.4011</u> NO SUBLETTING. The leases shall prohibit subleasing of Restricted Units in whole or in part.

Section 65.4412 LIVE-IN AIDES. A Live-In Aide will be allowed, provided he or she is essential to the care and well-being of an elderly or disabled person who resides within a Restricted Unit. The Live-In Aide will be subject to this Plan except where noted and will be required to sign a consent for the purposes of a background check and an affidavit certifying annually that he or she qualifies as a Live-in Aide under Title 24 CFR Section 5.403. The Live-In Aide will also acknowledge acceptance of the terms of occupancy in a Restricted Unit. The addition of a Live-In Aide must not overcrowd the Restricted Unit as prescribed in the Occupancy Standards Policy.

follows:

Section 65.1213 ANIMALS. The leases shall require Residents to comply with the Animal Policy (attached as Exhibit D).

Section 6.14 RESIDENTIAL LEASE ENFORCEMENT.

<u>Property Management shall enforce the terms of the Residential Lease as they apply to the eviction policies and procedures.</u>

Section 6.2.2.a Cases involving nonpayment of rent shall be handled as

6.2.2.a (i) Residents having financial problems that affect payment of their rent may be referred to an appropriate social agency for assistance with remedying their problems. Any rent payment workouts resulting from the above will be in writing and signed by the Community Manager and by the resident(s). Such documentation will become part of the resident's permanent file.

6.2.2.a (ii) Notwithstanding the above, residents who do not pay their rents by the fifth day of the month shall receive a three (3) day notice to pay or quit. Such notice shall be in accordance with the appropriate State Code of Civil Procedures. If the notice is not complied with and the Community Manager is unable to work out a suitable rent payment program with the resident, an unlawful detainer action will be filed and the matter will be referred to a professional eviction service or attorney specializing in this area of the law. Once such procedures are initiated, the eviction process should take between thirty (30) and sixty (60), days.

Section 6.2.2.b Cases involving a violation of the Residential Lease or House Rules shall be handled as follows:

Section 6.2.2.b (i) The Community Manager's staff will keep residents advised, through newsletters, reminder posters, or written warning notices, of policies in place at "The Apartments". Management staff will work with residents and enlist the support of service agencies as required to prevent recurrent violations. Evictions will take place as a last resort.

Section 6.2.2.b (iii) Residents shall receive, in person or by U. S. mail, written notice of minor infractions of the Lease and House Rules. The initial notice shall advise residents that such infractions are violations of the Lease and/or House Rules and that upon issuance of the third warning notice for the same violation, management will issue a 60-day notice of Intent to Terminate Tenancy.

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

Section 67. RECERTIFICATION REQUIREMENTS

<u>Section 67.1 REQUIRED ANNUAL RECERTIFICATION</u>. Qualified Households with a current lease will be required to recertify annually to ensure the Household remains a Qualified Household. Failure to recertify will result in the termination of tenancy.

Section 67.1.1 Recertification Appointments. The Management Company will set schedule recertification appointments with the Resident to bring collectin the necessary documentation for Income and Household recertification documentation. The Management Company will set the appointments with the Residentwill be set in advance of the lease renewal date so as to give provide proper notice to the Residents of any rental rate adjustments. Alf a Resident fails that does not to provide all the proper required documentation within two weeks from the date of the request, for the documentation by the Management Company will be given they will be notice fied of that assistance will be discontinuedation of assistance and return to the rent will revert to the maximum rental rate for the Restricted Unit at the end of the lease term. Upon the expiration of the residential lease, the Resident will revert to a month-to-month tenancy at the maximum rental rate for the Restricted Unit for a period of not more than six (6) months at which time, with proper Notices having been given, the Resident will vacate.

<u>Section 67.1.2 Recertification Documentation</u>. The Management Company will request require the necessary documentation for the purpose ofto recertifying the Household as a Qualified Household, including but not limited to:

<u>67.1.2.a</u> Updated Income documentation for all household members over the age of 18 (except forexcluding Live-In Aides), including but not limited to tax returns, pay stubs, bank statements, unemployment earnings statements, and disability/or social security earnings statements.

<u>67.1.2.b</u> Updated Assets documentation for all Household members over the age of 18 (except for excluding Live-In Aides), including but not limited to documentation of any interest in real property interests, savings accounts, stocks, bonds, and other forms of capital investments.

<u>67.1.2.c</u> Documentation <u>necessary to verifying that all Household members meet affordable <u>housing criteria as listed in Section 45.3 have been met by all Household members.</u></u>

<u>67.1.2.d</u> Documentation <u>confirming that all Household members</u> <u>meetnecessary to verify Applicant</u> lease requirements in Section 4<u>5</u>.2.1 through 4<u>5</u>.2.6 <u>have been met by all Household members</u>.

<u>67.1.2.e</u> <u>All members of the Proof of identification for all Household members must provide proof of identification that complies with (as required in Exhibit B)</u>

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below for copying.

<u>67.1.2.f</u> Authorization <u>and/or signed consent</u> forms <u>to allowing the</u> verification or obtain income, Assets, identification and employment information for all Household members over the age of 18. All Household members who authorize release of information or background checks have the rights to Residents' privacy rights under federal privacy laws <u>apply</u>.

<u>67.1.2.g</u> Any <u>other additional documentation information reasonably deemed necessary by the Management Company to determine deems necessary to determine eligibility.</u>

Section 67.1.3 Annual Recertification Confirmation as a Qualified Household. Once Upon receipt of all required recertification documentation required by this Section received, the Management Company will confirm whether that based on the updated documentation provided by the Household that the Household remains qualified. In a the event the Household Income changes, requires that the Income Category of the Household be changed in either direction, the Management Company will the lease will be adjusted the terms of the new lease to reflect the change in Income Category. (The Management Company will re-lease Restricted Units according to the Income by Unit Allocation through vacancies to accommodate the change in Household Income during recertification.) In the event that of a Household no longer qualifies, can be deemed a Qualified Household after recertification, the Resident will revert to a they will transition to a month-to-month tenancy at the maximum rental rate for the Restricted Unit for a period of not more than six months, at a ten which time, with proper notices, having been given, the Resident they will be required to vacate, unless limited by other federal, state, local or funding quidelines.

Section 67.2 CIRCUMSTANTIAL OR INTERIM RECERTIFICATION. A circumstantial or interim recertification may be required conducted upon submission of appropriate documentation by a Household on a case-by-case basis, when deemed necessaryas determined by the Management Company. This Such recertification may initiate a new anniversary date for the revised or amended lease on a case by case basis However, no circumstantial or interim recertification will be conducted within the first twelve (12) months of tenancy. Recertification may occur for This review may occur for either of the following reasons:

Section 67.2.1 Changes in Household Size. Any increase or decrease in Household size. Changes in Household size, if will only be processed if they are anticipated to continue last for 60 days or more days.

Section 67.2.2 Change of Household Income. Any increase or decrease in monthly Household Income in excess of 30 percent. Changes in household Income, will only be processed if they an increase or decrease exceeds 30%, and is are anticipated to continue last for 60 or more days.

<u>Section 67.2.3 Temporary Recertification</u>. <u>Temporary Rrecertification</u>, <u>may be done on a monthly or quarterly basis upon declaration by a Resident that the Household Income has temporarily such as decreased in Income due to unemployment or disability. Proof of <u>unemployment or disability will be such condition is</u> required.</u>

<u>Section 67.3 ANNUAL INSPECTIONS</u>. At least once annually, an inspection will be conducted by the Management Company to verify that the Residents occupying the Restricted Unit have maintained the Restricted Unit in good condition. Such inspections will be by appointment, but may or may not require the Resident to be present.

<u>Section 67.4 FALSE STATEMENTS AND WILLFUL OMISSIONS</u>. False statements or willful omissions made during any recertification process may result in denial of assistance or in the recapture by the Authority of the rental assistance for any period in which the amount of rental assistance was affected by any false statement or willful omission.

Section 78 TERMINATION OF TENANCIES AND MOVE-OUT PROCEDURES

<u>Section 78.1 TERMINATION OF TENANCIES OTHER THAN BY EVICTION</u>. The procedures noted in this Section 7.1 do not apply to evictions.

<u>Section 78.1.1 End of Lease Term</u>. With proper notice, as described in this section, the Management Company or Resident may terminate a tenancy at the expiration of the residential lease without reason or cause.

<u>Section 78.1.2 During a Lease Term</u>. A tenancy may be terminated during a lease term without the termination being deemed an eviction under the following circumstances:

78.1.2.a Death of the sole Resident of a Restricted Unit.

<u>78.1.2.b</u> By abandonment of the premises by the Resident as determined in accordance with Civil Code Section 1951.3.

<u>78.1.2.c</u> By the determination by the Management Company of Resident ineligibility under this Plan.

<u>78.1.2.d</u> By written agreement of both the Management Company and the Resident.

Section 78.1.3 Notices to Vacate for Termination of Tenancies Other Than by Eviction.

78.1.3.a Resident Notices to Vacate. Residents must provideing 30 days'a written notice to vacate, "Notice of Intent to Vacate", must give 30 days written notice to the Management Company, unless a different time period for such notice is prescribed by Civil Code Section 1946, as amended from time to time.

78.1.3.b Management Notices to Vacate. When tThe Management Company must provides a written notice to vacate, "Notice of Termination of Tenancy", the Management Company must give notice to the Resident in accordance with applicable law.

Section 78.1.4 Move-out Procedures. At such time as a Resident or Management Company provides a When a Notice to Vacate as detailed in this Section is issued, inspections may be requested and will be conducted follow the guidelines in accordance with Civil Code Section 1950.5(f), as amended from time to time.

Section 78.1.4.a Notice of Option to Request an Initial Pre-Inspection Request. Residents may request an initial pre-inspection of their Restricted Unit upon providing a written 30-day vacating notice to the Management Company. All pre-

inspections must be requested in writing by the Resident, otherwise the Management Company will not conduct one. The Pre-Inspection provides a 30 day option for Residents to address maintenance or repairs that the Management Company identifieds as potential repairs or maintenance that will be required at time of move-out.

Section 78.1.4.b Scheduling the Initial Move-out Inspection. The Management Company will attempt to coordinate with the Resident to schedule the initial move-out inspection at a mutually agreeable time and date. It will not be scheduledno more than two weeks priorbefore to the Resident vacateing or the end of the lease date. Scheduling should allow the Resident ample time to perform repairs and/or cleaning identified during the initial inspection and relayed to the Resident. The Management Company will give Residents will be given at least 48 hours' notice of initial inspection.

Section 78.1.4.c Opting Out of a PreMove-Out Inspection. If the Resident does opts not to request a premove-out inspection, the Management Company no inspection will not beconduct one performed, but. Upon the Resident vacating, the Restricted Unit will be inspected to determine the work necessary repairs and cleaning to prepare the Restricted Unit to market and re-lease. Residents are strongly encouraged to request an initial inspection.

Section 78.1.4.d Inspection Exceptions. The Management Company is not required to perform an initial-move-out inspection if the Resident has been served with an eviction notice stating that the Resident has failed to pay the rent for non-payment, lease violations ed a provision of the lease or the rental agreement, materially damaged the property damage, committed nuisance, or used the property for an unlawful usepurpose.

Section 78.1.4.e Inspection Findings. The Management Company All corrections identified during any pre-inspection or final inspection will be noted and a copy will be provided to the Resident aswith an itemized statement specifying detailing the any repairs or cleaning needed, that will be the basis for deductions to the security deposit. Deductions cannot be taken for conditions caused by will not be made for normal wear and tear-during tenancy or previous tenancies, or for cleaning a Restricted Unit that is as clean as it was when the existing Resident moved in.

<u>Section 78.1.4.f Final Inspection</u>. A final inspection will be scheduled at the <u>time of move-out to check for</u>. The final inspection will be made to note any remaining items not addressed by the Resident that are still in needing of repair or cleaning.

Section 78.1.4.g Resident Presence. Residents may be present during any of the inspections; howeverthough, the inspections may proceed take place in the absence of the Resident if the Resident is not available present during the scheduled

inspection time.

Section 78.1.5 Maintenance and Repairs Necessary Due to Impending Move-out. Any Ceorrections identified during an the initial move-out inspection can be addressed and noted on the itemized statement may be corrected by the Resident by performing any required maintenance as permitted during the period following the initial move-out inspection through the termination of the tenancy in order to avoid deductions from the security deposit.

<u>Section 78.2 TERMINATION OF TENANCY THROUGH EVICTION</u>. This <u>sSection 7.2 covers eviction policies and reasonsoutlines the grounds and process</u> for <u>commencing</u> eviction-<u>proceedings</u>.

Section 78.2.1 Reasons for Eviction.

Section 78.2.1.a Violations of the Lease. Lease \(\formal{V}\)violations, of any of the lease terms may result in termination of the lease and eviction. These includinge but are not limited to, those outlined in violations of the Authority's Zero Tolerance Policy (attached as Exhibit E), unlawful use of the Restricted Unit for unlawful purposes, destruction or waste of the Restricted UnitProperty damage, disruptions of the peaceful enjoyment of other residents' peaceful enjoyment, in the community, and any condition caused by the Resident which constitutes a nuisance or jeopardizes the health and safety risksof the Resident or other residents of the community.

Section 78.2.1.b Non-Payment of Rent. Failure to pay rent may result in Non-payment of rent is grounds for termination of the lease and eviction. Processes for non-payment of rent and the procedures for filing an unlawful detainer will follow the procedures as outlined in the California Code of Civil Procedures and the California Civil Code.

Section 78.2.1.c Misrepresentation of Eligibility Under the Plan. False statements or willful omissions related to eligibility made for the purposes of obtaining or retaining a Restricted Unit-may result in termination of the lease and eviction.

Section 78.2.2 Eviction Process.

Section 78.2.2.a Eviction Notice. Once it has been determined that tThe Management Company will proceed withserve an eviction notice in, the Management Company will serve the Resident with a notice to vacate the Restricted Unit within the time period provided underin accordance with California law.

<u>Section 78.2.2.b Verification of Occupancy</u>. <u>After the Resident's If the Eviction Notice expires, and the Resident has not vacated, the Management Company</u>

will attempt to verify occupancy. If the Restricted Unit is still occupied, and no arrangements have been made to vacate, proceedings for a court ordered eviction proceedings will commence begin. If the Resident has vacated, but owes money, has an outstanding balance due for the tenancy or unit repairs and the security deposit is insufficient to cover such costs, the Management Company will take legal action to recover attempt to collect the balance due and may use any remedies available including court action. In the event there are sufficient monies available within the security deposit to cover any amounts due from the Resident, the deductions and/or refunds shall be made to the security deposit in accordance with Civil Code Section 1950.5 as amended from time to time.

Section 78.2.2.c Unlawful Detainer. If necessary, the Management Company will file Aan unlawful detainer action may be filed with the superior in court, in accordance with California law. This provides allowing the Resident the right to pursue a court hearing regarding the merits and legality of opportunity to contest the eviction.

<u>Section 78.3 REFUND OF SECURITY DEPOSIT</u>. Security deposit refunds will be processed in accordance with Civil Code Section 1950.5 as amended from time to time.

Section—78.3.1 Notification of Itemized Security Deposit Disposition. After inspection and assessment of the conditions of the vacated Restricted Unit, and after all necessary cleaning and repairs have been performed, the Management Company will notify the Resident of the security deposit disposition within 21 days. The Management Company will mail or deliver a copy of an itemized statement indicating the detailed charges against the security received and the amount to be refunded, if any. Attached to the itemized statement to the Resident shall be copies of invoices and charges incurred in order to clean or repair the Restricted Unit.

<u>Section 78.3.2 Resident's Entitlement to Security Deposit</u>. If Resident is not notified as to the disposition of the security deposit within the required notification period in Section 78.3.1, the Resident shall be entitled to 100 percent of the original security deposit amount.

Section 89 GRIEVANCE PROCESS

Section 89.1 GRIEVANCE APPLICABILITY. This Grievance process shall be applicable to all Applicants and Residents of the Authority. Grievances that may be considered under this process will include actions related to the Resident's tenancy, but does not apply to non-payment of rent and the other matters governed by Section 78.2. Under no circumstance may a Grievance be filed after issuance of any notice in accordance with Section 87.2.2. A copy of this process shall be provided to all Residents prior to occupancy of the Restricted Unit, and shall be provided to any Applicant upon request.

Section 89.2 GRIEVANCES PROCEDURES. All Applicants and Residents (hereinafter "Complainant") shall attempt to resolve disputes and complaints directly with the Property Manager before seeking the following remedies outlined in this process. If an Applicant or Resident perceives any representative of the management to have engaged in discriminatory behavior concerning lease requirements, disability status, accommodation requests, application processing, management policies, resulting in an adverse impact on the complainant's rights, the initial recourse is to engage in an informal discussion of the incident between the complainant and the management. Regular and transparent communication between the manager and residents or applicants is the optimal approach to prevent misunderstandings and foster mutual respect. In the event that an amicable resolution is not achieved through informal discussion, the following steps should be pursued:

Section 89.2.1 Informal Grievance Review. Any Grievance shall be presented to the Property Manager either orally or in writing, within 30 calendar days after the Grievance arose so that the Grievance may be discussed informally and hopefully resolved. The goal of the informal review is to settle the problem without the need for a formal review. If the resident or applicant has a complaint and requests a review, they will first have an informal review with the Property Manager or Regional Manager of Property Manager.

9.2.1.a The Resident or Applicant must personally present their grievance, either orally or in writing, to Property Manager's management office so that management may discuss the grievance with them informally. While they can present their grievance orally, it is better to state the grievance in writing. The grievance must specify both the specific ground(s) for the grievance and the action or relief sought.

9.2.1.b The resident or applicant must present their grievance within a reasonable time, not to exceed ten (10) working days following the incident or action upon which the grievance or dispute is based.

9.2.1.c Once requested, an informal review will be held between the resident or applicant and management within five (5) working days following management's receipt of the request.

Section 9.2.2 Procedures for Appeal and Grievance. Resident complaints shall be processed according to the Grievance and Appeal Procedure if applicable. This procedure allows for both informal and formal hearings, while not waiving the rights of the resident, Owner, Property Management or the Housing Authority to any judicial resolution of the matter.

Section 9.2.3 Grievance Process. Once the Property has received a grievance, within ten (10) business days the Management Company shall:

- 9.4.1 Review the grievance and any supporting information.
- 9.4.2 Provide information on how the individual who filed the grievance and/or their representative can see and copy their file and any records related to the grievance.
- 9.4.3 Schedule a meeting between the individual who filed the grievance and/or their representative and a management agent who was not involved in the original action/decision so that they can review it. At the meeting.
- 9.4.4 Provided an opportunity to present evidence and witnesses.
- 9.4.5 Residents have the right to be represented or accompanied by a person of their choice at the meeting.
- 9.4.6 Once the meeting has occurred, within five (5) business days Property

 Management shall: Make a written determination on the issue, which
 states the reason for the decision and the evidence relied on in making
 the decision.

8.2.1.a The Property Manager shall meet with the Complainant within 24 hours, if possible, at which time the Complainant may present oral and written evidence or documentation. Within five business days, the Property Manager will prepare a written summary of this discussion, the Property Manager's decision, the reasons for that decision, and any steps that will need to be taken to resolve the Grievance. A copy of the Property Manager's summary will be provided to the Complainant, and a copy will be filed in the Complainant's file.

8.2.1.b If the Complainant is not satisfied with the Property Manager's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days of receipt of the Property Manager's decision. The Management Company's Certification Specialist or his or her designee shall meet with the Complainant within seven business days of receiving the appeal, at which time the Complainant may present oral and written evidence or documentation. Summary of the Certification Specialist's decision and the reasons therefor will be put in writing within five business days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.

8.2.1.c If the Complainant is not satisfied with the Certification Specialist's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days after receipt of the Certification Specialist's decision. The Management Company's Regional Vice President or his or her designee shall meet

with the Complainant within 14 business days of receiving the appeal, at which time the Complainant may present oral and written evidence or documentation. Summary of the Regional Vice President's decision and the reasons therefor will be put in writing within 14 calendar days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.

<u>8.2.1.d</u> If the Complainant is not satisfied with the Regional Vice-President's decision, the Complainant must submit a written appeal to the Property Manager within 14 calendar days of receipt of the Regional Vice-President's decision. The Management Company's Corporate Officer or his or her designee shall confer via telephone or other acceptable communication form (i.e., e-mail, written letter) with the Complainant within 21 business days of receiving the appeal, at which time the Complainant may present oral or written evidence or documentation. Summary of the Corporate Officer's decision and the reasons therefor will be put in writing within 21 business days, and a copy shall be provided to the Complainant and a copy filed in the Complainant's file.

Section 8.2.2 Informal Hearing. If the Complainant is not satisfied with the Corporate Officer's decision, the Complainant must submit a written request for informal hearing to the Property Manager within ten calendar days of receipt of the decision from the Corporate Officer, at which time the Management Company will arrange for an impartial, third party arbitration service to hear the matter within 30 business days. The Complainant will be afforded due process safeguards as prescribed by applicable law, including but not limited to the rights to present oral and written evidence and to be represented by an attorney (note: such attorney would be retained at the Complainant's expense). A summary of the arbitration service's decision will be provided to Complainant and a copy to the Authority, which copy shall be filed in the Complainant's file. This decision is final and concludes the Grievance process. An arbitration service that conducts an informal hearing pursuant to this Section 8.2.2 shall not participate in another hearing arranged by the Management Company or Authority for three years following completion of its informal hearing.

EXHIBIT A

PALM DESERT HOUSING AUTHORITY PROPERTIES

MULTI-FAMILY APARTMENTS				
	Project	No. Units	Telephone	
1	CALIFORNIA VILLAS 77-107 California Avenue	141	(760) 345-0452	
2	DESERT POINTE 43-805 Monterey Avenue	64	(760) 340-6945	
3	LAGUNA PALMS 73-875 Santa Rosa	48	(760) 836-1455	
4	NEIGHBORS 73-535 Santa Rosa Way	24	(760) 340-6945	
5	ONE QUAIL PLACE 72-600 Fred Waring Drive	384	(760) 568-9835	
6	PALM VILLAGE APARTMENTS 73-650 Santa Rosa Way	36	(760) 836-1455	
7	TAOS PALMS 44-830 Las Palmas Avenue	16	(760) 340-6945	
8	SANTA ROSA APARTMENTS 73-625 Santa Rosa Way	20	(760) 836-1455	
	SENIOR A	PARTMENTS		
9	CANDLEWOOD 74000-74002 Shadow Mountain Drive	30	(760) 568-3640	
10	CARLOS ORTEGA VILLAS 77-915 Avenue of the States	73	(760) 345-1500	
11	CATALINA GARDENS 73-600 Catalina Way	72	(760) 568-3640	
12	LA ROCCA VILLAS 42-135 Golden Eagle Lane	27	(760) 773-9040	
13	LAS SERENAS 73-315 Country Club Drive Desert	150	(760) 773-9040	
14	THE PUEBLOS 73-695 Santa Rosa Way	15	(760) 568-3640	
15	SAGECREST SENIOR 73-811 Santa Rosa Way	14	(760) 568-3640	

Management and Operations – Rental Units

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EXHIBIT B

NON-EXCLUSIVE LIST OF REQUIRED AND PERMISSIVE BACKGROUND CHECK INFORMATION BY TYPE OF FUNDING

Source		FEDERAL FU	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
OF INFO	INFORMATION	INVESTIGATI ON	DISCLOSURE & CONSENT	INVESTIGATI ON	DISCLOSURE & CONSENT	
Law enforcem ent agencies	Illegal Drug Use	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial	
	Drug Use that Interferes with Health & Safety of Others	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial	
	Sex Offenses	Required	Housing Auth. must require & applicant must consent	May obtain	Must notify applicant, if basis for denial	
	"Serious" crimes murder, mayhem, rape, burglary hate crimes offenses re firearms / explosives felonies involving drugs, alcohol domestic violence	May obtain	Must notify applicant, if basis for denial	May obtain	Must notify applicant, if basis for denial	
	Juvenile Records	Prohibited	N/A	Prohibited	N/A	
	Arrests Not Resulting in Conviction	Prohibited	N/A	Prohibited	N/A	
State / Federal Governm ent	Social Security Numbers	Required	Housing Auth. must require & applicant must consent	May Obtain	Application must indicate disclosure is voluntary	
	Citizenship / Residency Info	Required	Housing Auth. must require & applicant must consent	Prohibited	N/A. But, if Housing Auth. Has unsolicited evidence that applicant is undocument ed, it must reject the application	
	Income / family composition & tax info, to verify eligibility	Required	Housing Auth. must require &	Required	Housing Auth. must require &	

Source		FEDERAL FUN	FEDERAL FUNDS INVOLVED		FEDERAL FUNDS NOT INVOLVED	
OF INFO	INFORMATION	INVESTIGATI ON	DISCLOSURE & CONSENT	INVESTIGATI ON	DISCLOSURE & CONSENT	
			applicant must consent		applicant must consent	
Credit Agencies	Investigative Consumer Report Credit History Character Reputation Personal characteristics Mode of living	May Obtain	Housing Authority must notify applicant	May Obtain	Housing Authority must notify applicant	
	 Convictions Civil Actions Tax Liens Outstanding Judgments 	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant	May Obtain, but only if credit agency has verified info within	Housing Authority must notify applicant	
	Bankruptcies more than 10y prior Civil judgments more than 7y old	Prohibited	N/A	Prohibited	N/A	
Public Records Obtained From Other Sources; Interviews with Neighbor s, Friends & Associate s	Relevant background information Creditworthine ss Credit standing Credit capacity Civil actions Convictions Tax Liens Outstanding Judgments Character General Reputation Personal characteristics Mode of Living	May Obtain	Must notify applicant, if basis for denial. Consent recommend ed.	May Obtain	Must notify applicant, if basis for denial. Consent recommend ed.	

In addition to credit reporting agencies, background check information may be obtained from Westlaw, Lexis, DataQuick, Merlin, Choice PointCIC, and similar reputable resources.

EXHIBIT C

[RESERVED]

EXHIBIT D

ANIMAL POLICY

Section 1 Definitions

For purposes of this Animal Policy, the following terms shall have the meanings provided in this Section:

Section 1.1. Assistance Animal – shall mean an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Notwithstanding the preceding definition, the companion animal of an Elderly Household shall also qualify as an Assistance Animal.

<u>Section 1.2.</u> Owner – shall mean the person with primary responsibility for the care of a Assistance Animal or Service Animal.

Section 1.3. Service Animal – shall mean any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for the purposes of this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Section 2 Permitted Animals

Section 2.1. Households are allowed to keep Pets, Assistance Animals or Service Animals in their Restricted Unit in accordance with this Animal Policy, subject to the following restrictions Landlord grants Resident permission to keep the following pets on the contition that Resident complies with the following rules and regulations. Only the pet(s) described and authorized on pet lease addendum are allowed. Landlord must approve any additional or other pets:

1. No more than one cat or one dog shall be allowed in a Restricted Unit, except as otherwise permitted by the Management Company;

- 2. No more than two birds shall be allowed in a Restricted Unit;
- 3. Fish aquariums must not exceed 15 gallons of water;
- 4. An animal cannot be kept on the premises if it has a venomous bite; and
- 5. An animal cannot be kept on the premises if it has previously bitten anyone, unless (1) the bite occurred while working as a police or military dog, or (2) the bite victim was partly or wholly at fault for the bite.

<u>Section 2.2.</u> All <u>Pets,</u> Assistance Animals and Service Animals must wear a harness, lease or tether when outside of the Restricted Unit unless such equipment would interfere with the Assistance Animal or Service Animal's safe, effective performance of work or tasks, in which case the Assistance Animal or Service Animal must be otherwise under the Resident's control (e.g., voice control, signals, or other effective means).

Section 3 Required Fees and Payments

<u>Section 3.1.</u> The Resident will be responsible for all reasonable expenses directly related to the presence of the animal on the premises, including the cost of repairs and replacement in the Restricted Unit, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification.

Service Animal, but the Resident is liable for any damage caused by that animal. An addition to the Security Deposit of \$300.00 will be required for each pet. However, the Resident's liability for damage caused by the pet is not limited to the amount of Security Deposit and the Resident will, therefore be required to reimburse Property Manager for damages that exceed such the Security Deposit. Any unit occupied by a pet may require fumigation upon Resident vacating. Should fumigation be required, any applicable fees/charges will be deducted from the Security Deposit.

<u>Section 3.3.</u> All animals shall be spayed or neutered. If an animal is not spayed or neutered and has offspring, the Household is in violation of this rule.

Section 4 Sanitation Standards

Section 4.1. Any animal waste deposited must be removed immediately by the animal's Owner. Residents will take adequate precautions to eliminate any animal odors within or around the Restricted Unit and maintain the Restricted Unit in a sanitary condition at all times. If the Resident fails to comply with this section, the Management Company shall issue a written complaint directing the Resident to eliminate the unsanitary condition(s) in or around the Restricted Unit. If the Resident fails to eliminate the unsanitary condition(s) within 24 hours of receipt of the complaint, the Management Company reserves the right to take any actions necessary to eliminate the unsanitary condition(s) and charge the Resident for any reasonable expenses related to such cleanup.

Section 4.2. All animals are to be fed inside the Restricted Unit. Feeding is not

allowed on porches, sidewalks, patios or other outside area.

Section 5 Potential Problems and Solutions

<u>Section 5.1.</u> Residents will not permit any disturbances by their animal(s) that interferes with the quiet enjoyment of other Residents, whether by loud barking, howling, biting, scratching, chirping or other aggressive or disruptive behavior.

<u>Section 5.2.</u> The Management Company may enter the Resident's Restricted Unit to inspect the premises with notice appropriate to the circumstances, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other Residents.

Section 5.3. If an animal is threatened by the incapacitation or death of the Owner (or by extreme negligence), the Authority may place the animal in a proper facility for up to 30 days at the Owner's expense. If there is no other solution at the end of 30 days, the Authority may donate the animal to a humane society. Cost of this professional care will be borne by the Owner.

<u>Section 5.4.</u> Animals, except for Assistance Animals and Service Animals, are not allowed on the premises, unless the Owner of such animal(s) is granted a written waiver of this prohibition and other applicable provisions of this Animal Policy by the Management Company.

<u>Section 5.45.</u> Violation of this Animal Policy by a Resident is subject to:

- 1. Lease termination proceedings; or
- 2. Any other penalty determined by the Management Company to be appropriate under the circumstances.

Section 6 Indemnification by Owner

Section 6.1. The Resident shall indemnify, defend and hold harmless the Authority, the Successor Agency and the City from and against any and all claims, actions suits, judgments and demands brought about by actions or damages caused by any Assistance Animal or Service Animal kept by the Resident in accordance with this Animal Policy. Any injury or damage to persons or property caused by the Resident's animal(s) shall be the liability of said Resident. At the Resident's discretion and expense, the Resident is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the Resident, and therefore, violation of the above policy will be grounds for termination of the lease.

Acknowledgement by Resident	Date
Resident Printed Name	Authority Property and Apartment No.

Management and Operations – Rental Units

Effective November 19, 2020 September 1, 2025

EXHIBIT E Housing Authority Zero Tolerance Policy

PURPOSE

It is the policy of tThe Authority is committed to maintaining a safe, secure, and peaceful living environment that prohibited criminal activity will not be tolerated. To that end, "Prohibited criminal activity" includinges violent andor drug-related criminal activity, or any conducteriminal activity that threatens the health, safety or right to-peaceful enjoyment of other Residents or others-individuals in the immediate vicinity in any housing property and/or program administered by of the Authority-managed properties and program, will not be tolerated. A copy of this Zero Tolerance Policy shall will be provided made available to all Applicants and Residents in Authority-administered programs.

POLICY

The Authority will foster crime-free housing by implementing a crime-free housing aggressive strategyies that will reflectwith a zero tolerance approach toward of prohibited criminal activityies. by enforcing tThe following actions will be enforced:

- 1. Deny or <u>T</u>terminate <u>A</u>assistance to <u>aA</u>ny Household containing a member <u>thatwho</u> is currently engageding in, or has engaged <u>within during</u> a reasonable time <u>period before applying</u> (as determined by the Authority) in, the <u>criminal activity listed below will have assistance denied or terminated. This includes:</u>
 - (a) drug-related criminal activity;
 - (b) violent criminal activity;
 - -____(c) other criminal activity that would threatenendangers the health, safety, or right to peaceful enjoyment of the premises or others Residents; or
 - 1. -(d) other-criminal activity that would threatening the health or safety of any Authority employee, contractors subcontractor or agents of the Authority.
- 2. <u>Application Denial:</u> Applications will <u>also</u> be denied for any <u>behavior other activity</u> that could prove to be detrimental to the health, <u>and</u> safety, or <u>right to</u> peaceful enjoyment of <u>the</u> other Residents.
- 3. <u>Background Checks. Conduct a state and nationwideA</u> criminal background check <u>will be conducted</u> for every Household member over the age of 18, to disclose any criminal background information. Any <u>criminal</u> convictions for criminal, <u>particularly involving</u> violencet behavior or drug <u>related offenses</u>, <u>activity</u> during a reasonable <u>period prior to the application time before applying</u> (as determined by the Authority) may <u>result in abe grounds</u> for denial.
- 4. Resident Responsibility. Alert Residents will be reminded of their responsibility residing in the Authority owned housing properties about their obligation to keep their Restricted Units free from prohibited criminal activity.
- 5. <u>Lease Addendum. Incorporate an addendum to aA</u>II leases <u>willthat</u> includes <u>an addendum</u> outlining grounds for termination of tenancy due to criminal activity.
- 6. <u>Management Guidelines.</u> <u>Provide mManagement will follow established with required guidelines for screening Applicants, potential and existing Residents, inspecting the premises of the propertiesy, and taking action against Residents engaged involved in criminal activity, fraud, or any nuisances.</u>

law enforcement agencies to assist	ent. The Authority will wWork collaboratively closely with tsupport in the enforcement of the Zero Tolerance Policy, ns and other potential problems safety concerns.
Acknowledgement by Resident	Date
Resident Printed Name	Authority Property and Apartment No.

EXHIBIT F

HOUSING AUTHORITY PROPERTIES RESIDENT SERVICES BUILDINGS

"HOUSE RULES"

GROUP USE PRIORITIES

Permission for use of the Resident Services Buildings at any of the Palm Desert Housing Authority ("Authority") Communities shall be granted to the following on a first-come/first-served basis, subject to the following priorities.

- 1. Authority Community Leasing Office Activities or Meetings.
- 2. Authority Community Residents Activities and Programs organized or approved by the Property Manager (may include daily routine activities).
- 3. City of Palm Desert, Successor Agency to the Palm Desert Redevelopment Agency, and Authority meetings or activities.

RESIDENT SERVICES BUILDINGS

HOUSE RULES

1. Operations Hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except City observed Holidays which are as follows: New Year's Day, New Year's Eve, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, and Christmas Eve. The Executive Director, at his/her discretion, may authorize alternate operating hours from time to time with the proper facility supervision.

- Conduct. DNo disorderly or illegal conduct behavior shall be is permitted prohibited during any activities or programs offered in or during the use ofin the Resident Services Buildings.
- 3. <u>Smoking.</u> Smoking is <u>prohibited_not allowed_inside</u> the Resident Services Buildings and within 40 feet of <u>all_any_entrances</u> or exits, <u>or as prescribed by state</u>, or local law.
- 4. Animals. Only aAnimals, other than those authorized under the Animal Policy, are not permitted on the Resident Services Buildings property.
- 5. <u>Food & Drink.</u> No food or drink is allowed inside the Resident Services Buildings building except during organized <u>events or</u> functions.
- 6. <u>Alcohol & Substance.</u> No aAlcoholic beverages and or controlled substances are strictly prohibited of any kind are permitted on the Resident Services Buildings property.
- 7. <u>Lost or Stolen Items.</u> The Resident Services Buildings is not responsible for <u>any</u> lost or stolen items. It is <u>strongly</u> recommended <u>that items not to bring</u> of valuablese not be brought into the building or on the premises.
- 8. Respect for Residents. Access to the Resident Services Building involvesis such that Residents and attendees will be walking through residential communities areas. Be Courtesy considerate for of the quiet enjoyment of the surrounding Residents should be considered at all times.
- Approval for Equipment & Services. Prior wWritten approval is required from the Manager is required for any equipment and or services brought into the building that are not directly and not directly provided by the Resident Services Buildings.

10. Children and Youth Supervision. All cChildren under the age of 10 must be accompanied by an adult over the age of (18 or older). *Note: accompany means within close proximity (within arm's-distance). For Youth organizations (ages 11-18), there must be have one adult for everyte five minors in attendance, and the adult(s) must who shall remain in the Resident Services Buildings for the duration entire of the activity.

- 11. The Resident Services Buildings is provided offered for gatherings and events in an "as is" its current condition. "As is" means that the facility uUsers may must not alterremove or displace the setup of the facility by moving or removing any provided furniture and/or other fixtures (e.g. such as tables, chairs, etc.). Similarly, no (collectively "fixtures") or add or bring in additional fixtures may be brought in or added. not already provided, and therefore such fixtures must stay in the same location as originally provided by the Manager; dDecorations on walls, tables and other surfaces must remain as originally placed and cannot be altered or locations, may not be removed, displaced or covered up in any way. If there are any questions regarding this ruleguidelines, please contact the Manager prior to use of the facility before the event. The Manager has reserves the right to inspect the Resident Services Buildings while induring use to ensure compliance with this provision. Failure to comply follow these rules may result in with this provision, the event is subject to immediate cancellation or revocation at the discretion of the event at the Manager's discretion.
- 12. The use of Ttape, nails, tacks, putty, screws, staples, decals, powders, wax, paint, or any other similar material etc., are not permitted prohibited in/on the walls, floors, ceilings or fixtures. Throwing Rrice, birdseed, confetti, glitter and or similar materials substances may not be thrown inside or outside the facilitybuilding is also prohibited. No sSmoke or fog machines are not allowed to be used. Music devices may be permitted acceptable, however, with prior written approval from the Manager is required.
- 13. All <u>facility</u> users <u>of the facility shall must</u> be aware of <u>and adhere to</u> the maximum occupancy <u>limits</u> of **the Resident Service Building**. <u>These limits</u> <u>and enforce that it is not be exceeded</u>. Doors must remain unlocked during <u>event</u> hours <u>of use</u>.
- 14. In addition to the <u>se</u> House Rules <u>and regulations governing the use of the Resident Services Buildings</u>, all users <u>shall also must</u> comply with <u>any applicable local</u> ordinances of the City of Palm Desert, <u>as well as and</u> state and federal laws. Any <u>user who fails ure</u> to comply with <u>said rules these regulations</u> may <u>be may result in the user being prohibited from entering the premises accessing the Resident Service Building.</u>
- 15. Facility uUsers of the facility are prohibited may not listing the City of Palm Desert, the Successor Agency, or the Authority as a sponsors of the activity for

<u>any event or activities</u>, and may not <u>include list</u> the Resident Services Buildings phone number as <u>thea</u> contact in any <u>written promotional materials associated</u> <u>with any event</u>. The Manager may requ<u>estire</u> copies of <u>all any promotional materials used in conjunction with the use of the facility related to an event or <u>activities</u>. Failure to comply with such a requests may result in <u>the cancellation</u> of the event.</u>

- 16. Parking is not available on-site. All facility users will be required to make their own provision for parking.
- 17. All users of fFacility users are shall be responsible for cleaning up after each meeting event or activities. Tables and chairs must be wiped clean after any eventbefore leaving the premises.
- 18. The City of Palm Desert, the Successor Agency, and the Authority assume no legal responsibility and are not liable for personal injuries, thefts or losses of private property while on or using the Resident Services Buildings and associated facilities.
- 19. All <u>f</u>Facilities and equipment are to be left in the same<u>must be returned to their original</u> condition as they were prior to the event<u>following use</u>.
- 20. Any Vviolation of any of these rules by any user during occupancy may result shall be sufficient cause for in the denialying further future use of the Resident Services Buildings facility toby the organization.
- 21. These House Rules are issued for specific use of the facility and for specific hours and the premises must be vacated as scheduled.
- 2221. Failure to observe anycomply with these rules, local ordinances, or regulations, and ordinances of the City of Palm Desert may be sufficient cause formay result in the denialying further of future useaccess ofto the Resident Services Buildings facility.
- 23.22. Any incidents of Ffightings, vandalism or unacceptable inapproriate behavior occurring during an event shall will cause result in immediate cancellation of the event.

I, the undersigned, acknowledge that I have read all the rules listed above regarding the use	e of
the Resident Services Buildings and agree to abide by such rules and regulations as set forth	ı by
the Palm Desert Housing Authority.	

Resident Signature:	

Resident (Printed) Name:		
Authority Property:		-
Apartment Number:	_	
Date:		

EXHIBIT G

SMOKE-FREE POLICY

PURPOSE

Section 1. Findings

Section 1.1 On December 10, 2009 the City of Palm Desert (the "City") approved Ordinance No. 1200 regulating smoking throughout the City to promote public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around non-smokers, especially children; and by protecting the public from exposure to secondhand smoke where they live, work, and play.

- Section 1.2 In accordance with the purposes of Ordinance No. 1200, <u>as amended</u>, the Palm Desert Housing Authority (the "Authority") has declared all of the owned, operated, restricted or otherwise controlled Authority Properties ("Authority Properties") to be smoke free communities to insure the quality of air and the safety of its residents.
- Section 1.3 Ordinance No. 1200 and this policy recognize there is no constitutional right to smoke.
- Section 1.4 The efforts to designate Authority Properties as smoke-free does not make the Authority or any of its managing agents the guarantor of health of any person or the smoke-free condition of any property. The Authority will take reasonable steps to enforce the Smoke-Free Policy but shall not be required to take to take any action unless the Authority or any of its managing agents has actual knowledge of the smoking and the identity of the responsible resident.

Section 2. Definitions

- A. "Affordable Residential Community" means a residential property containing two (2) or more units that are owned, operated and restricted or otherwise controlled by the Authority.
- B. "Authority Property (-ies)" means any community owned, operated restricted or otherwise controlled by the Authority from time to time.
- C. "City" means the City of Palm Desert, and its related entities including the Authority.
- D. "Community" see definition for Affordable Residential Community.
- E. "Reasonable distance" means a distance of twenty (20) feet from the community, or such larger area as the City Manager/Executive Director reasonably determines in writing to be necessary in a given circumstance to ensure that occupants of the

Administrative Plan Exhibit G

Affordable Residential Community an area in which smoking is prohibited are not exposed to secondhand smoke created by smokers outside the area.

- F. "Resident" means anyone included on a current lease agreement for any unit in an Authority Property.
- G. "Secondhand smoke" means smoke or vapor from tobacco, nicotine products, any weed, plant or product created by the burning, carrying, or operating of any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment, and the smoke or vapor exhaled by an individual who engages in smoking.
- H. "Smoke-free Community" means that smoking is prohibited in all areas of the community, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, within the interior of all units, and within the perimeter outside of the buildings including entry ways, porches, balconies, and patios (to be established in accordance with this policy).
- I. "Smoking" or to "Smoke" means holding, possessing, or operating any lighted pipe, hookah, cigar, cigarette, cannabis product, other tobacco product, electronic cigarette or similar kind of smoking equipment that is emitting smoke or vapor from tobacco, nicotine products, any weed, plant or other product.

Section 3. Smoking Regulation

- Section 3.1 Smoking is prohibited in all areas of an Affordable Residential Community owned, operated, restricted or otherwise controlled by the Authority.
- Section 3.2 "No Smoking" signs will be posted at the entrance area of each Affordable Residential Community.
- Section 3.3 All residents of an Affordable Residential Community are required to sign an acknowledgement that they have received and read a copy of this policy and that they will observe all rules related to smoking.
- Section 3.4 Residents are responsible for the actions of their household, their guests, and visitors.
- Section 3.5 Failure to adhere to any of the conditions of this policy will constitute both a material non-compliance with the rental/lease agreement and a serious violation of the rental agreement.
- Section 3.6 Residents will be responsible for all costs to remove smoke, odor, or residue upon any violation of this policy.
- Section 3.7 Any resident who smells smoke in an Affordable Residential Community or otherwise observes a violation of this policy should report this to the Authority Property

Administrative Plan Exhibit G

manager as soon as possible. No person shall harass or attempt to intimidate any person seeking to obtain compliance with this policy.

Section 3.8 This policy does not require residents to quit smoking in order to live in an Authority Property. Authority staff will provide information regarding smoking cessation resources to residents who wish to quit smoking.

Section 4. Implementation Timeline and Procedure

Section 4.1 This policy shall be implemented as follows:

All Affordable Residential Communities owned, operated, restricted or otherwise controlled by the Authority will be 100% smoke free from the date this resolution is implemented, provided the Authority has satisfied all notice requirements provided under the laws of the State of California.

RESIDENT ACKNOWLEDGEMENT

As head of household, I hereby acknowledge that I have received, read, and that I understand the above smoking policy and I agree to abide by the provisions. I understand acknowledge that failure to comply with any part is cause for termination of my lease.

Resident Signature:	
Resident (Printed) Name:	
Authority Property:	
Apartment Number:	
Date:	

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: July 9, 2025

PREPARED BY: Jessica Gonzales, Housing Manager

SUBJECT: REQUEST TO AUTHORIZE REGISTRATION WITH RENTAL

ASSISTANCE PROVIDERS AS A PAYEE FOR PALM DESERT HOUSING

AUTHORITY RESIDENT SUPPORT

RECOMMENDATION:

Recommend that the Housing Authority Board:

- Authorize staff to register the Palm Desert Housing Authority as a payee/vendor with local and regional rental assistance providers to facilitate receipt of rental assistance funds on behalf of eligible residents.
- 2. Authorize the Executive Director to approve registration with any additional nonprofit and government-based service providers.

BACKGROUND/ANALYSIS:

In recent years, the Palm Desert Housing Authority (Housing Authority) has worked with several local and regional organizations that provide financial assistance to low-income households for rent payments and move-in costs. These programs help support housing stability, prevent displacement, and reduce vacancy loss at Housing Authority-owned affordable housing communities.

Up until now, rental assistance providers only required confirmation from the property management. The criteria for Residents to receive support from these organizations has recently changed. To streamline the assistance process and allow these organizations to remit funds directly to the Housing Authority on behalf of approved, qualifying residents, the Housing Authority must now register as a payee/vendor with the respective organizations. Typical registration requirements include submission of:

- A completed W-9 Form
- A vendor setup form
- Remittance/payment instructions

Organizations providing this support include those set forth in the table below, and any additional nonprofit and government-based service providers that may be approved by the Executive Director.

Organization	Eligibility Highlights	Types of Assistance Offered				
Jewish Family Services	Low-income households; varies by funding availability	Past due rent, Security deposit, First month's rent, May assist with utilities				
Riverside County Department of Public Social Services- Adult Protective Services	Must be 60 years or older or a dependent adult	Past due rent, Move-in assistance (security deposit or first month's rent), Limited to at-risk seniors				
Catholic Charities	Income-eligible families and individuals in crisis	Rental arrears, Security deposit, Possibly utility support, Case-by- case basis				
Inland Empire Health Plan (IEHP)	Must be a current IEHP member	Partial rent support (e.g., half of amount due), Move-in costs (typically either first month or deposit)				

Staff is recommending authorization to register the Housing Authority as a payee and to complete documentation for payment acceptance with each of the organizations. This will allow staff to move forward with the necessary registrations and efficiently support qualifying residents.

In addition, Staff is recommending authorization for the Executive Director to evaluate and approve registration of the Housing Authority with similar additional nonprofit and government-based service providers.

FINANCIAL IMPACT:

There is no impact on the General Fund with this action.

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: July 9, 2025

PREPARED BY: Cyndi Karp, FGA Regional Supervisor

SUBJECT: MAY 2025 – MONTHLY LEASE REPORT

RECOMMENDATION:

1. Receive and File.

BACKGROUND/ANALYSIS:

Palm Desert Housing Authority Properties Monthly Report include detailed financial and occupancy metrics. May 2025 is discussed here:

1. Monthly Occupancy Status: Summary of monthly occupancy. Includes new wait list applicants and recertification of current residents.

Monthly Occupancy Status - May 2025											
	Multi-Family	Senior									
Total Units	733	381									
Occupied Units	706	368									
Unoccupied Units	27	13									
Pending Leases	12	4									
Wait List Contacted	302	278									
New Applications											
Qualified	154	36									
Not Qualified	4	5									
Recertification Packets	49	38									

2. Monthly Occupancy and Average Rent Summary: Average rent by Income Category.

Monthly Occupancy and Average Rent Summary- May 2025 MULTI-FAMILY PROPERTIES											
Area Median Income Category	May 2025 Number of	May 2025 Average	May 2024 Number of	May 2024 Average							
Category	Units	Monthly Rent	Units	Monthly Rent							
Extremely Low 0-30%	209	\$326	183	\$315							
Very Low 31-50%	227	\$665	199	\$595							
Low 51-80%	200	\$1,156	220	\$1,026							
Moderate 81-120%	70	\$1,696	106	\$1,440							
Overall Average Rent	706	\$961	708	\$844							

Monthly Occupancy and Average Rent Summary- May 2025 SENIOR PROPERTIES													
Area Median Income	May 2025	May 2025	May 2024	May 2024									
Category	Number of	Average	Number of	Average									
	Units	Monthly Rent	Units	Monthly Rent									
Extremely Low 0-30%	145	\$332	130	\$314									
Very Low 31-50%	160	\$624	168	\$565									
Low 51-80%	52	\$1,031	62	\$933									
Moderate 81-120%	11	\$1,654	11	\$1,474									
Overall Average Rent	368	\$910	371	\$822									

3. Monthly Occupancy and Average Rent Statement: A breakdown of the Average Rent Summary Report, and overall occupancy calculation.

Overall Occupancy								
Multi- Family Properties	96%							
Senior Properties	97%							

4. Monthly Net Operating Income (NOI): Financial performance of the properties.

Net Operating Summary for May									
Multi-Family Senior									
Total Revenue	\$570,068	\$219,698							
Total Expenses	\$382,017	\$176,879							
Net Operating Income	\$188,051	\$42,819							

FYTD Net Operating Income*									
*Excludes Replacement and Capital Expenses and Corresponding Reimbursement, where applicable, since these are paid									
	from reserve funds								
	Multi-Family	Senior							
Current FYTD 2025 NOI	\$2,266,876	\$564,283							
PYFY NOI through 6/30/2024	\$1,942,199	\$467,542							

ATTACHMENTS:

- 1. Monthly Occupancy Status Report
- 2. Average Rent Summary
- 3. Average Rent Statement
- 4. Monthly Net Operating Statement

MAY 2025 REPORT PALM DESERT HOUSING AUTHORITY

REPORTING MONTH: May-25 REPORT DATE: 6/20/25

" <u>MU</u> L	TI-FAMILY PROPERTIES"	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
California													
a.	Total Units in Complex	141	141	141	141	141	141	141	141	141	141	141	141
b.	Unoccupied Units	0	3	7	5	3	4	3	1	2	4	4	1
C.	Occupied Units	141	138	134	136	138	137	138	140	139	137	137	140
d.	Pending Leases	0	2	7	5	3	2	1	1	2	4	2	1
e.	Ending Occupied & Pre-leased	141	140	141	141	141	139	139	141	141	141	139	141
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	30	25	40	20	30	20	50	40	60	50	40	40
h.	Re-Cert Pkts Sent Out During Month	4	13	16	17	13	10	9	8	7	10	13	8
i.	Number of Traffic Qualified	30	20	30	10	20	20	15	25	15	15	20	20
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Desert Po	inte												
a.	Total Units in Complex	64	64	64	64	64	64	64	64	64	64	64	64
b.	Unoccupied Units	2	3	5	4	2	4	3	3	3	3	3	4
C.	Occupied Units	62	61	59	60	62	60	61	61	61	61	61	60
d.	Pending Leases	1	2	4	3	0	1	1	0	1	1	2	1
e.	Ending Occupied & Pre-leased	63	63	63	63	62	61	62	61	62	62	63	61
f.	Down Units	1	1	1	1	1	1	1	1	1	1	1	1
g.	Number of Wait List Contactees	56	65	0	33	63	36	76	79	49	73	68	72
h.	Re-Cert Pkts Sent Out During Month	4	3	53	3	2	5	5	4	3	1	2	3
i.	Number of Traffic Qualified	28	20	18	23	25	11	23	43	9	31	19	18
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Laguna Pa	alms												
a.	Total Units in Complex	48	48	48	48	48	48	48	48	48	48	48	48
b.	Unoccupied Units	3	3	2	2	2	2	1	2	2	3	3	2
C.	Occupied Units	45	45	46	46	46	46	47	46	46	45	45	46
d.	Pending Leases	1	2	2	2	2	2	1	0	1	2	1	2
e.	Ending Occupied & Pre-leased	46	47	48	48	48	48	48	46	47	47	46	48
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	30	35	30	35	40	30	25	25	30	35	40	35
h.	Re-Cert Pkts Sent Out During Month	2	1	1	4	6	3	4	6	6	2	5	5
i.	Number of Traffic Qualified	30	40	30	34	40	38	16	30	20	25	30	25
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Neighbors													
	Total Units in Complex	24	24	24	24	24	24	24	24	24	24	24	24
	Unoccupied Units	2	1	0	0	0	0	0	1	1	1	1	2
	Occupied Units	22	23	24	24	24	24	24	23	23	23	23	22
d.	•	1	1	0	0	0	0	0	0	1	0	1	1
	Ending Occupied & Pre-leased	23	24	24	24	24	24	24	23	24	23	24	23
f.		0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	49	0	0	0	0	0	0	41	0	92	49	55
	Re-Cert Pkts Sent Out During Month	1	2	1	4	1	1	1	2	3	1	2	0
i.	Number of Traffic Qualified	111	23	15	16	11	6	9	17	7	17	11	15
	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
One Quail		001	001	00.1	001	00.4	00.4	001	00.1	001	00.4	004	201
	Total Units in Complex	384	384	384	384	384	384	384	384	384	384	384	384
b.	Unoccupied Units	13	14	10	8	15	15	11	8	5	9	13	14
C.	Occupied Units	371	370	374	376	369	369	373	376	379	375	371	370
d.	Pending Leases	8	9	10	7	9	12	8	6	3	6	7	5
	Ending Occupied & Pre-leased	379	379	384	383	378	381	381	382	382	381	378	375
	Down Units	0	0	0	0	0	70	0	0	70	0	0	2
g.	Number of Wait List Contactees	85	195	135	239	80	70	68	186	79	60	250	30
	Re-Cert Pkts Sent Out During Month	36	23	20	24	30	21	28	27	36	22	25	30
l. :	Number of Traffic Qualified	75 5	69	82	70	78	66	26	94	20	48	66	18
	Number of Traffic Non-Qualified	5	14	5	7	7	2	10	6	3	4	7	4

MONTHLY OCCUPANCY STATUS REPORT

MAY 2025 REPORT

"MUL	TI-FAMILY PROPERTIES"	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Palm Villa	ge												
a.	Total Units in Complex	36	36	36	36	36	36	36	36	36	36	36	36
b.	Unoccupied Units	1	1	0	0	0	1	1	1	1	0	2	2
C.	Occupied Units	35	35	36	36	36	35	35	35	35	36	34	34
d.	Pending Leases	1	1	0	0	0	0	0	0	1	0	0	0
e.	Ending Occupied & Pre-leased	36	36	36	36	36	35	35	35	36	36	34	34
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	35	25	15	20	25	0	25	25	20	25	30	35
h.	Re-Cert Pkts Sent Out During Month	2	2	3	3	2	3	3	2	2	3	1	3
i.	Number of Traffic Qualified	25	20	15	25	25	38	14	30	15	20	25	25
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ros	a												
a.	Total Units in Complex	20	20	20	20	20	20	20	20	20	20	20	20
b.	Unoccupied Units	0	1	0	0	0	0	1	2	2	1	2	1
C.	Occupied Units	20	19	20	20	20	20	19	18	18	19	18	19
d.	Pending Leases	0	0	0	0	0	0	0	0	2	1	2	1
e.	Ending Occupied & Pre-leased	20	19	20	20	20	20	19	18	20	20	20	20
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	20	10	10	0	15	0	25	20	20	25	35	35
h.	Re-Cert Pkts Sent Out During Month	0	3	3	0	1	0	1	3	4	0	2	0
i.	Number of Traffic Qualified	15	20	15	20	24	38	14	30	20	25	30	25
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Taos Palm	ns												
a.	Total Units in Complex	16	16	16	16	16	16	16	16	16	16	16	16
b.	Unoccupied Units	2	0	0	0	0	0	0	1	0	0	2	1
C.	Occupied Units	14	16	16	16	16	16	16	15	16	16	14	15
d.	Pending Leases	1	0	0	0	0	0	0	1	0	0	1	1
e.	Ending Occupied & Pre-leased	15	16	16	16	16	16	16	16	16	16	15	16
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	0	2	1	0	1	0	0	1	0	1	2	0
i.	Number of Traffic Qualified	9	0	11	8	7	5	7	10	6	10	11	8
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

SUMM	ARY												
MULT	-FAMILY PROPERTIES	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
a.	Total Units in Complex	733	733	733	733	733	733	733	733	733	733	733	733
b.	Unoccupied Units	23	26	24	19	22	26	20	19	16	21	30	27
C.	Occupied Units	710	707	709	714	711	707	713	714	717	712	703	706
d.	Pending Leases	13	17	23	17	14	17	11	8	11	14	16	12
e.	Ending Occupied & Pre-leased	723	724	732	731	725	724	724	722	728	726	719	718
f.	Down Units	1	1	1	1	1	1	1	1	1	1	1	3
g.	Number of Wait List Contactees	305	355	230	347	253	156	269	416	258	360	512	302
h.	Re-Cert Pkts Sent Out During Month	49	49	98	55	56	43	51	53	61	40	52	49
i.	Number of Traffic Qualified	323	212	216	206	230	222	124	279	112	191	212	154
i.	Number of Traffic Non-Qualified	5	14	5	7	7	2	10	6	3	4	7	4

MONTHLY OCCUPANCY STATUS REPORT

REPORTING MONTH: May-25 REPORT DATE: 6/20/25

	REPORT DATE: 6/20/25												
		Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
	IOR PROPERTIES"	Oun-24	001-2-4	Aug-24	OCP-24	001-24	1101-24	BCC-24	0411-20	1 05-20	Widi -20	Дрі-20	May-20
Candlewo													
	Total Units in Complex	30	30	30	30	30	30	30	30	30	30	30	30
b.		1	0	0	0	0	0	0	1	0	0	0	1
C.		29	30	30	30	30	30	30	29	30	30	30	29
d.	, and the second	1	0	0	0	0	0	0	0	0	0	0	0
e.		30	30	30	30	30	30	30	29	30	30	30	29
f.		0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	3	1	1	2	0	4	2	2	2	3	1	4
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Carlos Or	tega												
a.	Total Units in Complex	73	73	73	73	73	73	73	73	73	73	73	73
b.	Unoccupied Units	1	1	1	1	0	0	1	1	1	2	3	1
C.	Occupied Units	72	72	72	72	73	73	72	72	72	71	70	72
d.	Pending Leases	1	1	1	1	0	0	1	1	1	1	2	0
e.	Ending Occupied & Pre-leased	73	73	73	73	73	73	73	73	73	72	72	72
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	20	30	30	20	7	0	0	10	20	30	25	13
h.	Re-Cert Pkts Sent Out During Month	12	11	5	4	3	3	10	9	9	6	5	9
i.	Number of Traffic Qualified	2	1	2	0	4	6	3	8	8	9	6	6
<u>j.</u>	Number of Traffic Non-Qualified	1	2	1	2	1	0	0	0	0	1	1	1
Catalina (Gardens												
a.	Total Units in Complex	72	72	72	72	72	72	72	72	72	72	72	72
b.	Unoccupied Units	3	3	3	2	3	3	7	6	6	8	6	7
C.	Occupied Units	69	69	69	70	69	69	65	66	66	64	66	65
d.	Pending Leases	2	0	1	0	1	2	5	4	3	3	2	1
e.	Ending Occupied & Pre-leased	71	69	70	70	70	71	70	70	69	67	68	66
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	N 1 (1) (1) (1)	110	80	78	80	90	130	80	120	90	150	56	185
•	Re-Cert Pkts Sent Out During Month	7	3	2	7	9	6	6	6	1	6	7	4
	Number of Traffic Qualified	4	3	2	2	4	4	5	5	3	3	4	2
i.	Number of Traffic Non-Qualified	3	2	3	1	3	4	2	10	3	4	4	4
La Rocca									10				
	Total Units in Complex	27	27	27	27	27	27	27	27	27	27	27	27
b.		0	0	0	0	0	0	0	0	0	0	0	0
		27	27	27	27	27	27	27	27	27	27	27	27
c. d.		0	0	0	0	0	0	0	0	0	0	0	0
	Ending Occupied & Pre-leased	27	27	27	27	27	27	27	27	27	27	27	27
		0	0	0	0	0	0	0	0	0	0	0	0
f.		0	0	0	0	0	0	0	0	0	0	0	0
g.													
	Re-Cert Pkts Sent Out During Month	3	1	1	0	3	2	2	1	4	3	2	1
l.	Number of Traffic Qualified	1	0	1	3	3	2	2	3	0	2	1	1
	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Las Serer		450	4-5	452	450	450	450	455	450	450	450	450	450
a.	Total Units in Complex	150	150	150	150	150	150	150	150	150	150	150	150
b.	·	2	2	4	3	4	5	4	4	2	3	4	4
	Occupied Units	148	148	146	147	146	145	146	146	148	147	146	146
d.	-	1	1	2	3	1	4	2	0	1	1	3	3
e.	Ending Occupied & Pre-leased	149	149	148	150	147	149	148	146	149	148	149	149
f.		0	0	0	0	0	0	0	0	0	0	0	0
g.		60	24	15	23	30	30	25	40	45	40	80	80
h.	· ·	18	15	11	19	9	14	9	12	6	7	5	15
i.	Number of Traffic Qualified	4	34	34	25	51	33	18	8	29	27	23	27
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

MONTHLY OCCUPANCY STATUS REPORT

MAY 2025 REPORT

"SENI	OR PROPERTIES"	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
Pueblos													
a.	Total Units in Complex	15	15	15	15	15	15	15	15	15	15	15	15
b.	Unoccupied Units	0	0	0	0	0	0	0	1	0	0	0	0
C.	Occupied Units	15	15	15	15	15	15	15	14	15	15	15	15
d.	Pending Leases	0	0	0	0	0	0	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	15	15	15	15	15	15	15	14	15	15	15	15
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	1	1	1	1	3	3	0	0	0	0	0	4
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Sage Cres	st Sr.												
a.	Total Units in Complex	14	14	14	14	14	14	14	14	14	14	14	14
b.	Unoccupied Units	1	1	1	1	1	1	1	0	0	0	0	0
C.	Occupied Units	13	13	13	13	13	13	13	14	14	14	14	14
d.	Pending Leases	1	1	0	0	1	1	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	14	14	13	13	14	14	13	14	14	14	14	14
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	1	1	1	3	2	2	1	0	0	0	1	1
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

SUMI	MARY												
SENIC	OR PROPERTIES	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25
a.	Total Units in Complex	381	381	381	381	381	381	381	381	381	381	381	381
b.	Unoccupied Units	8	7	9	7	8	9	13	13	9	13	13	13
C.	Occupied Units	373	374	372	374	373	372	368	368	372	368	368	368
d.	Pending Leases	6	3	4	4	3	7	8	5	5	5	7	4
e.	Ending Occupied & Pre-leased	379	377	376	378	376	379	376	373	377	373	375	372
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	190	134	123	123	127	160	105	170	155	220	161	278
h.	Re-Cert Pkts Sent Out During Month	45	33	22	36	29	34	30	30	22	25	21	38
i.	Number of Traffic Qualified	11	38	39	30	62	45	28	24	40	41	34	36
į.	Number of Traffic Non-Qualified	4	4	4	3	4	4	2	10	3	5	5	5

5/01/2025 Page 2 of 2 MOS Senior 5.25

MAY 2025 REPORT PALM DESERT HOUSING AUTHORITY

REPORTING MONTH: May-25

REPORT DATE: 6/20/2025 REPORTED BY: CYNDI KARP

	KEI OK		0/20/2023						
	CALIFORNIA	DESERT	LAGUNA PALMS	NEIGHBORS	ONE QUAIL	PALM VILLAGE	SANTA ROSA	TAOS PALMS	
"MULTI-FAMILY"	VILLAS 141 UNITS	POINTE 64 UNITS	48 UNITS	24 UNITS	PLACE 384 UNITS	36 UNITS	20 UNITS	16 UNITS	TOTALS
	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	733 UNITS OCC AR
1. EXTREMELY LOW: 20°	% OF MEDIAN	1	1						
a. Studio		4 216							4 216
b. 1 BR, 1 BA	10 226	4 221			8 241	5 004	0 000		24 224
c. 2 BR, 1 BA d. 2 BR, 2 BA			3 232	1 232	5 251 12 248	5 234	2 220		15 237 13 247
e. Totals 20%	10	8	5	1	25	5	2	0	56
2. EXTREMELY LOW: 21-	-25% OF MEDIAN								
a. Studio		7 284							7 284
b. 1 BR, 1 BAc. 2 BR, 1 BA	20 327	5 303	4 309		39 313 6 342		1 311	1 323	68 316 12 334
d. 2 BR, 2 BA			+	1 323	9 332		1 311	1 323	10 331
	20	12	4	1 020	54	4	1	1	97
e. Totals 21-25%		12	4	'	54	4	' '	' -	97
3. EXTREMELY LOW: 26-	-30% OF MEDIAN								
a. Studio b. 1 BR, 1 BA	11 440	1 381 3 410	1 381 3 419		8 425				2 381 25 429
c. 2 BR, 1 BA	11 440	3 410	1 443		4 462		2 431	1 391	12 437
d. 2 BR, 2 BA			1 113	3 443	14 450		2 431	1 331	17 449
e. Totals 26-30%	11	4	5	3	26	4	2	1	56
Total extremely low =	41	24	14	5	105	13	5	2	209
Percent of total	29.29%	40.00%	30.43%	22.73%	28.38%	38.24%	26.32%	13.33%	29.60%
4. VERY LOW: 31-35% O		10.0071	0011070						
a. Studio		1 430	1 414						2 422
b. 1 BR, 1 BA	7 493	1 448			11 483				21 483
c. 2 BR, 1 BA			2 506	0 500	1 534	3 494	1 474	1 486	8 499
d. 2 BR, 2 BA				2 506	3 525				5 517
e. Totals 31-35%	7	2	5	2	15	3	1	1	36
5. VERY LOW: 36-40% O	F MEDIAN								
a. Studio		4 501							4 501
b. 1 BR, 1 BA c. 2 BR, 1 BA	16 575		1 536 1 597		11 566 4 616		1 585		28 570 8 612
d. 2 BR, 2 BA			1 597		8 613		1 363		8 613
u. 25K,25K					0 010				0 010
e. Totals 36-40%	16	4	2	0	23	2	1	0	48
6. VERY LOW: 41-45% O	I E MEDIAN								
a. Studio	WILDIAN	3 572							3 572
b. 1 BR, 1 BA	14 652	1 606			13 642				30 645
c. 2 BR, 1 BA			3 689		9 705	3 677	4 677		19 692
d. 2 BR, 2 BA				2 689	12 704				14 702
e. Totals 41-45%	14	4	5	2	34	3	4	0	66
		,	3		34	3	, ,		00
7. VERY LOW: 46-50% O a. Studio	F MEDIAN	1 680	1 680						2 680
b. 1 BR, 1 BA	19 769	1 000	1 000		8 762				27 767
c. 2 BR, 1 BA	10 100		1 826		14 845		2 814	2 783	24 815
d. 2 BR, 2 BA				1 826	23 830				24 830
e. Totals 46-50%	19	1	2	1	45	5	2	2	77
Total very low =	56	11	14	5	117	13	8	3	227
Percent of total	40.00%	18.33%	30.43%	22.73%	31.62%	38.24%	42.11%	20.00%	32.15%
8. LOWER: 51-55% OF N	/EDIAN								
a. Studio		3 714	1						3 714
b. 1 BR, 1 BA	6 812				4 798				10 806
c. 2 BR, 1 BA		1 863	2 856		3 880			1 871	9 873
d. 2 BR, 2 BA				3 871	7 886				10 881
e. Totals 51-55%	6	4	2	3	14	2	0	1	32
9. LOWER: 56-60% OF M	EDIAN		1						
a. Studio									0 -
b. 1 BR, 1 BA	12 897	1 872			13 888				27 891
c. 2 BR, 1 BA		1	3 940	4 955	7 972	4 995	1 951	4 946	19 965
d. 2 BR, 2 BA					8 974				12 967
e. Totals 56-60%	12	1	4	4	28	4	1	4	58

REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT

MAY 2025 REPORT

	CALIFO		DESE		LAGUNA	PALMS	NEIGHBORS	3	ONE Q		PALM VILLAGE	SANTA ROSA	TAOS PALMS		
"MULTI-FAMILY"	VILL		POIN						PLA					TOTA	
	OCC	UNITS AR	OCC	JNITS AR	OCC	UNITS AR	OCC AF		OCC	AR	36 UNITS OCC AR	20 UNITS	16 UNITS OCC AR	OCC	UNITS AR
10. LOWER: 61-65% OF N		AIX	000	AIX	000	AIX	OCC AI	`	000	AIX	OCC AIX	000 AK	OCC AIX	000	AIX
a. Studio	VIEDIAIN		2	1,041										2	1,041
b. 1 BR. 1 BA	7	1,189		1,041	2	1,174			11	1.179				20	1.182
c. 2 BR, 1 BA		1,103			4	1,292			5	1,293		3 1,280		12	1,102
d. 2 BR, 2 BA						1,202	2 1,2	92	6	1,289		0 1,200		8	1,290
e. Totals 61-65%	7		2		6		2	_	22	1,200	0	3	0	42	1,200
e. 10tals 61-65%	7		_ ∠		١٥١		2		22		U	3	U U	42	
11. LOWER: 66-70% OF N	/FDIAN														
a. Studio	VILDIAIN													0	_
b. 1 BR, 1 BA	4	1.292							7	1,283				11	1,286
c. 2 BR, 1 BA	·	.,			1	1,354			4	1,385			1 1,354	6	1,375
d. 2 BR, 2 BA						.,00.			10	1,411			1 1,001	10	1,411
e. Totals 66-70%	4		0		1		0		21	,	0	0	1	27	,
e. Totals 00-70 /6	71		J 0		''		0		21		U	0	' '	21	
12. LOWER: 71-75% OF N	MEDIAN														
a. Studio				1,212										3	1,212
b. 1 BR, 1 BA	1	1,390	1	1,360					2	1,349				4	1,362
c. 2 BR, 1 BA									3	1,497	1 1,499			4	1,497
d. 2 BR, 2 BA							1 1,5	11	9	1,524				10	1,523
e. Totals 71-75%	1		4		0		1		14		1	0	0	21	
13. LOWER: 76-80% OF N	MEDIAN														
a. Studio			1	1,213										1	1,213
b. 1 BR, 1 BA									6	1,458				6	1,458
c. 2 BR, 1 BA					1	1,711			5	1,730		1 1,532		7	1,699
d. 2 BR, 2 BA									6	1,680				6	1,680
e. Totals 76-80%	0		1		1		0		17		0	1	0	20	
Total lower =	30		12		14		10		116		7	5	6	200	
· Percent of total	21.43%		20.00%		30.43%		45.45%		31.35%		20.59%	26.32%	40.00%	28.33%	
- Croom or total	21.1070		20.0070		00.1070		10.1070		01.0070		20.0070	20.0270	10.0070	20.0070	
14. MODERATE: 81-120%	OF MEDI	IAN													
a. Studio			2	1,517										2	1,517
b. 1 BR, 1 BA	12	1,509	7	1,462	1	1,517			12	1,440				32	1,473
c. 2 BR, 1 BA	1	2,010	3	1,963	3	1,921			7	1,854	1 2,010	1 2,010	4 1,878	20	1,908
d. 2 BR, 2 BA			1	2,010			2 1,9	43	13	1,882				16	1,897
Total moderate =	13		13		4		2		32		1	1	4	70	
Percent of total	9.29%		21.67%		8.70%		9.09%		8.65%		2.94%	5.26%	26.67%	9.92%	
15. Total units occupied:	140		60		46		22		370		34	19	15	706	
16. Occupancy rate =	99%		94%		96%		92%		96%		94%	95%	94%	96%	

158

97%

REPORTING MONTH: May-25

PEROPT NATE: 6/20/2025 PEROPTED BY: CYNINI

			RT DATE: _		6/20/2025		-		REPORTE	ED BY:	С	'NDI Ł	KARP		
"SENIOR PROPERTIES"	CANDLEV	VOOD NITS	CARLO ORTEO		CATAL		LA ROC		LAS SEF		PUEBLO		SAGE CREST SR.	TOTAL	
	OCC	AR	OCC	AR		UNITS AR	OCC	AR		AR	15 UN OCC	AR	14 UNITS OCC AR	OCC	AR
1. EXTREMELY LOW: 20% OF I		,	000	7	000	7	000	7.11.1	000	7.11.	000	7.0.0	7.11		7
a. Studio		011		200	5	189				0.1=				5	189
b. 1 BR, 1 BA c. 2 BR, 1 BA	2	211	1	320 366	2	211	4	267	5	217 220				14 6	244 244
d. 2 BR, 2 BA			'	300					3	220				0	-
e. Totals 20%	2		3		7		4		9		0		0	25	
2. EXTREMELY LOW: 21-25% C a. Studio					14	259								14	259
b. 1 BR, 1 BA c. 2 BR, 1 BA	5 2	295 321	9	402	6	297	4	355	17 4	291 311	5	300	1 303	47 6	320 314
d. 2 BR, 2 BA		321							4	311				0	- 314
e. Totals 21-25%	7		9		20		4		21		5		1	67	
	_				20									01	
EXTREMELY LOW: 26-30% Ca. Studio	F MEDIAN				7	345								7	345
b. 1 BR, 1 BA	5	386	4	490	2	404	6	460	13	389	3	392	3 395	36	413
c. 2 BR, 1 BA			2	551					8	425				10	450
d. 2 BR, 2 BA														0	
e. Totals 26-30%	5		6		9		6		21		3		3	53	
Total extremely low =	14		18		36		14		51		53.33%		4	145 39.40%	
Percent of total 4. VERY LOW: 31-35% OF MED	48.28%		25.00%		55.38%		51.85%		34.93%		53.33%		28.57%	39.40%	
a. Studio					3	401								3	401
b. 1 BR, 1 BA	2	751	4	560	4	451	4	515	10	454	2	445	3 460	29	497
c. 2 BR, 1 BA			1	640					6	484				7	506
d. 2 BR, 2 BA														0	
e. Totals 31-35%	2		5		7		4		16		2		3	39	
5. VERY LOW: 36-40% OF MED	IAN														
a. Studio	3	E 4 4	0	640	3	477	2	COE	45	F 40	1	544	1 547	3	477
b. 1 BR, 1 BA c. 2 BR, 1 BA		541	8	731	1	541		605	15 5	543 581	ı	544	1 547	31 6	572 606
d. 2 BR, 2 BA									ŭ					0	-
e. Totals 36-40%	3		9		4		2		20		1		1	40	
6. VERY LOW: 41-45% OF MED	DIAN						_							_	
a. Studio		011	-	704	4	548	4	000	44	040		005	4 000	4	548
b. 1 BR, 1 BA c. 2 BR, 1 BA	2	611	5 1	731 797	4	617	1	686	11 9	619 677	3	625	1 628	27 10	642 689
d. 2 BR, 2 BA				101						011				0	- 000
e. Totals 41-45%	2		6		8		1		20		3		1	41	
7. VERY LOW: 46-50% OF MED	_				1										
a. Studio					2	656								2	656
b. 1 BR, 1 BA	4	707	14	849	1	745	1	732	8	738	1	748	2 713	31	783
c. 2 BR, 1 BA d. 2 BR, 2 BA	1	824	2	960					4	793				7	845
e. Totals 46-50%	5		16		3		1		12		1		2	40	
Total very low =	12		36		22		8		68		7		7	160	
· Percent of total	41.38%		50.00%		33.85%		29.63%		46.58%		46.67%		50.00%	43.48%	
8. LOWER: 51-55% OF MEDIAN	l														
a. Studio					1	690								1	690
b. 1 BR, 1 BA	1	785	5	888			1	849	3	779				10	841
c. 2 BR, 1 BA d. 2 BR, 2 BA									2	859				0	859
e. Totals 51-55%	1		5		1		1		5		0		0	13	
9. LOWER: 56-60% OF MEDIAN											J				
a. Studio			_	005	2	748			_	000			2 070	2	748
b. 1 BR, 1 BA c. 2 BR, 1 BA			3	965	2	851			8 2	862 951			2 872	15 2	882 951
d. 2 BR, 2 BA										331				0	- 331
e. Totals 56-60%	0		3		4		0		10		0		2	19	
C. 10tais 50-00 /0					7				1				-	13	

REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT MAY 2025 REPORT

"SENIOR PROPERTIES"	CANDLEWOOD	CARLOS ORTEGA	CATALINA	LA ROCCA VILLAS	LAS SERENAS	PUEBLOS	SAGE CREST SR.	TOTALS
SEMISIT THE ENTIRE	30 UNITS	73 UNITS	72 UNITS	27 UNITS	150 UNITS	15 UNITS	14 UNITS	381 UNITS
	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR
10. LOWER: 61-65% OF MEDIA	N							
a. Studio								0 -
b. 1 BR, 1 BA		6 1,255		2 1,204	3 1,162		1 1,165	12 1,216
c. 2 BR, 1 BA d. 2 BR, 2 BA								0 -
<u>-</u>								
e. Totals 61-65%	0	6	0	2	3	0	1	12
11. LOWER: 66-70% OF MEDIA	N.							
a. Studio								0 -
b. 1 BR. 1 BA					1 1.259			1 1,259
c. 2 BR, 1 BA					,200			0 -
d. 2 BR, 2 BA								0 -
e. Totals 66-70%	0	0	0	0	1	0	0	1
12. LOWER: 71-75% OF MEDIA	N							
a. Studio								0 -
b. 1 BR, 1 BA		2 1,431			1 1,357			3 1,406
c. 2 BR, 1 BA		2 1,101			,			0 -
d. 2 BR, 2 BA								0 -
e. Totals 71-75%	0	2	0	0	1	0	0	3
13. LOWER: 76-80% OF MEDIA	N.							
a. Studio								0 -
b. 1 BR, 1 BA		1 1,398			2 1,505			3 1,469
c. 2 BR, 1 BA		1 1,000			1 1,699			1 1,699
d. 2 BR, 2 BA					,			0 -
e. Totals 76-80%	0	1	0	0	3	0	0	4
	-							
Total lower =	1	17	5	3	23	0	3	52
Percent of total	3.45%	23.61%	7.69%	11.11%	15.75%	0.00%	21.43%	14.13%
14. MODERATE: 81-120% OF M	MEDIAN							
a. Studio			1 1,425					1 1,425
b. 1 BR, 1 BA	1 1,289		1 1,611	2 1,589	2 1,399			6 1,479
c. 2 BR, 1 BA	1 2,010				2 1,937			3 1,961
d. 2 BR, 2 BA		1 2,010						1 2,010
Total moderate =	2	1	2	2	4	0	0	11
Percent of total	6.90%	1.39%	3.08%	7.41%	2.74%	0.00%	0.00%	2.99%
15. Total units occupied:	29	72	65	27	146	15	14	368
16. Occupancy rate = NOTE: For each project, to calc	97%	99%	90%	100%	97%	100%	100%	97%

NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type at that income level by the number of occupied units of that unit type at that income level.

Occ Rate excluding properties under const/renov

97%

REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT

MAY 2025 REPORT PALM DESERT HOUSING AUTHROITY

REPORTING MONTH: REPORT DATE:

6/20/2025

REPORTED BY: CYNDI KARP

"MULTI-FAMILY"	CALIFORNIA VILLAS 141 UNITS	DESERT POINTE 64 UNI	TS	LAGUNA F	JNITS	NEIGHBO	JNITS	ONE Q PLA 384 U	CE JNITS	PALM VIL	JNITS	20 (UNITS	TAOS PA	JNITS	TOTA l 733	UNITS
1. EXTREMELY LOW: 209	OCC AR	OCC A	ıR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,																
a. Studio	40 220		216	2	454			0	244							4	216
b. 1 BR, 1 BA c. 2 BR, 1 BA	10 226	4	221	3	154 232			<u>8</u> 5	241 251	5	234	2	220			24 15	224
d. 2 BR, 2 BA					202	1	232	12	248		204		220			13	247
e. Totals 20%	10	8		5		1		25		5		2		0		56	
2. EXTREMELY LOW: 21-	25% OF MEDIAN																
a. Studio	2070 OF WEDING	7	284													7	284
b. 1 BR, 1 BA	20 327		303	4	309			39	313							68	316
c. 2 BR, 1 BA							323	6	342	4	331	1	311	1	323	12	334
d. 2 BR, 2 BA	00	40		4		1	323	9	332	4		4		4		10	331
e. Totals 21-25%	20	12		4		1		54		4		1		1		97	
 EXTREMELY LOW: 26- a. Studio 	30% OF MEDIAN	1	381	1	381											2	381
b. 1 BR, 1 BA	11 440		410	3	419			8	425							25	429
c. 2 BR, 1 BA		Ů		1	443			4	462	4	426	2	431	1	391	12	437
d. 2 BR, 2 BA						3	443	14	450							17	449
e. Totals 26-30%	11	4		5		3		26		4		2		1		56	
Total extremely low =	41	24		14		5		105		13		5		2		209	
Percent of total	29.29%	40.00%		30.43%		22.73%		28.38%		38.24%		26.32%		13.33%		29.60%	
 VERY LOW: 31-35% OI a. Studio 	FINEDIAN	1 1	430	1	414											2	422
b. 1 BR, 1 BA	7 493		448	2	466			11	483							21	483
c. 2 BR, 1 BA				2	506			1	534	3	494	1	474	1	486	8	499
d. 2 BR, 2 BA						2	506	3	525							5	517
e. Totals 31-35%	7	2		5		2		15		3		1		1		36	
5. VERY LOW: 36-40% OI	F MEDIAN		= - 4														=0.4
a. Studio b. 1 BR, 1 BA	16 575		501	1	536			11	566							28	501 570
c. 2 BR, 1 BA	10 373			1	597			4	616	2	625	1	585			8	612
d. 2 BR, 2 BA								8	613							8	613
e. Totals 36-40%	16	4		2		0		23		2		1		0		48	
						0		25						0		40	
6. VERY LOW: 41-45% OI a. Studio	F MEDIAN	3	572													3	572
b. 1 BR, 1 BA	14 652		606	2	637			13	642							30	645
c. 2 BR, 1 BA				3	689			9	705	3	677	4	677			19	692
d. 2 BR, 2 BA						2	689	12	704							14	702
e. Totals 41-45%	14	4		5		2		34		3		4		0		66	
7. VERY LOW: 46-50% OI														-			
a. Studio	MEDIAT	1	680	1	680											2	680
b. 1 BR, 1 BA	19 769							8	762	_						27	767
c. 2 BR, 1 BA d. 2 BR, 2 BA				1	826	1	826	14 23	845 830	5	744	2	814	2	783	24 24	815 830
e. Totals 46-50%	10	1		2		1	020	45	030	5		2		2		77	030
Total very low =	19 <u>56</u>	11		14		5		117		13		8		3		227	
Percent of total	40.00%	18.33%		30.43%		22.73%		31.62%		38.24%		42.11%		20.00%		32.15%	
8. LOWER: 51-55% OF M																	
 Studio 			714													3	714
b. 1 BR, 1 BA	6 812		000	2	050			4	798	2	004				074	10 9	806
c. 2 BR, 1 BA d. 2 BR, 2 BA		1	863	2	856	3	871	7	880 886	2	884			1	871	10	873 881
e. Totals 51-55%	6	4		2		3	511	14	300	2		0		1		32	501
		7				3						J				52	
9. LOWER: 56-60% OF M a. Studio	EDIAN															0	_
b. 1 BR, 1 BA	12 897	1	872	1	881			13	888							27	891
c. 2 BR, 1 BA				3	940	_		7	972	4	995	1	951	4	946	19	965
d. 2 BR, 2 BA						4	955	8	974							12	967
e. Totals 56-60%	12	1		4		4		28		4		1		4		58	
		1		ı				1		ı		1			ļ	Ш	II.

REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT

MAY 2025 REPORT

	CALIFO	DNIA	DESE	DT					ONE Q	HAII					
"MULTI-FAMILY"	VILL		POIN		LAGUNA	PALMS	NEIGHB	ORS	PLA		PALM VILLAGE	SANTA ROSA	TAOS PALMS	тота	1 6
MOLTI-PAMILI		UNITS		JNITS		UNITS	24 l	JNITS		JNITS	36 UNITS	20 UNITS	16 UNITS	733	
	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC	AR	OCC AR	OCC AR	OCC AR	OCC	AR
10. LOWER: 61-65% OF N	MEDIAN														
a. Studio		1 100	2	1,041						4.470				2	1,041
b. 1 BR, 1 BA c. 2 BR, 1 BA	7	1,189			2	1,174 1,292			11 5	1,179		3 1,280		20 12	1,182
d. 2 BR, 1 BA					4	1,292	2	1,292	<u>5</u>	1,289		3 1,280		8	1,289 1,290
·	_							1,292		1,209					1,290
e. Totals 61-65%	7		2		6		2		22		0	3	0	42	
11. LOWER: 66-70% OF N	MEDIAN														
a. Studio														0	_
b. 1 BR, 1 BA	4	1,292							7	1,283				11	1,286
c. 2 BR, 1 BA					1	1,354			4	1,385			1 1,354	6	1,375
d. 2 BR, 2 BA									10	1,411				10	1,411
e. Totals 66-70%	4		0		1		0		21		0	0	1	27	
12. LOWER: 71-75% OF N	MEDIAN														
a. Studio	VIEDIAIN		3	1,212										3	1,212
b. 1 BR, 1 BA	1	1,390	1	1,360					2	1.349				4	1,362
c. 2 BR, 1 BA	-	.,		.,					3	1,497	1 1,499			4	1,497
d. 2 BR, 2 BA							1	1,511	9	1,524	·			10	1,523
e. Totals 71-75%	1		4		0		1		14		1	0	0	21	
13. LOWER: 76-80% OF N	AEDIAN														
a. Studio	VIEDIAN		1	1.213										1	1,213
b. 1 BR, 1 BA			- 1	1,213					6	1,458				6	1,458
c. 2 BR, 1 BA					1	1,711			5	1,730		1 1,532		7	1,699
d. 2 BR, 2 BA						,			6	1,680		1		6	1,680
e. Totals 76-80%	0		1		1		0		17		0	1	0	20	
											-				
Total lower = Percent of total	30 21.43%		12 20.00%	_	14 30.43%		10 45.45%		116 31.35%		7 20.59%	5 26.32%	6 40.00%	200 28.33%	
· Percent of total	21.43%		20.00%		30.43%		45.45%		31.35%		20.59%	26.32%	40.00%	28.33%	
14. MODERATE: 81-120%	OF MEDI	ΙΔΝ													
a. Studio) OI WILD		2	1,517										2	1,517
b. 1 BR, 1 BA	12	1,509	7	1,462	1	1,517			12	1,440				32	1,473
c. 2 BR, 1 BA	1	2,010	3	1,963	3	1,921			7	1,854	1 2,010	1 2,010	4 1,878	20	1,908
d. 2 BR, 2 BA			1	2,010			2	1,943	13	1,882				16	1,897
Total moderate =	13		13		4		2		32		1	1	4	70	
Percent of total	9.29%		21.67%		8.70%		9.09%		8.65%		2.94%	5.26%	26.67%	9.92%	
15. Total units occupied:	140		60		46		22		370		34	19	15	706	
16. Occupancy rate =	99%		94%		96%		92%		96%		94%	95%	94%	96%	

NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type

at that income level by the number of occupied units of that unit type at that income level.

Occ Rate excluding properties under const/renov

162

REPORTING MONTH: May-25 REPORT DATE: REPORTED BY: 6/20/2025 CYNDI KARP CARLOS LA ROCCA SAGE CREST CANDLEWOOD CATALINA LAS SERENAS **PUEBLOS** TOTALS "SENIOR PROPERTIES" ORTEGA **VILLAS** SR. 14 UNITS 30 UNITS 72 UNITS 27 UNITS 150 UNITS 15 UNITS 381 UNITS 73 UNITS 1. EXTREMELY LOW: 20% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR. 1 BA 0 d. 2 BR, 2 BA e. Totals 20% 2. EXTREMELY LOW: 21-25% OF MEDIAN a. Studio b. 1 BR, 1 BA 311 314 c. 2 BR, 1 BA d. 2 BR. 2 BA e. Totals 21-25% 3. EXTREMELY LOW: 26-30% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 26-30% Total extremely low = 48.28% 25.00% 55.38% 51.85% 34.93% 53.33% 28.57% 39.40% 4. VERY LOW: 31-35% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 31-35% 5. VERY LOW: 36-40% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 731 5 581 606 d. 2 BR, 2 BA e. Totals 36-40% 6. VERY LOW: 41-45% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 797 2 611 d. 2 BR, 2 BA e. Totals 41-45% 7. VERY LOW: 46-50% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 46-50% Total very low = 41.38% 50.00% 29.63% 46.58% 50.00% 43.48% · Percent of total 8. LOWER: 51-55% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR. 1 BA d. 2 BR, 2 BA e. Totals 51-55% 9. LOWER: 56-60% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA

e. Totals 56-60%

REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT MAY 2025 REPORT

"SENIOR PROPERTIES"	CANDLEWOOD 30 UNITS OCC AR	CARLOS ORTEGA 73 UNITS OCC AR	CATALINA 72 UNITS OCC AR	LA ROCCA VILLAS 27 UNITS OCC AR	LAS SERENAS 150 UNITS OCC AR	PUEBLOS 15 UNITS OCC AR	SAGE CREST SR. 14 UNITS OCC AR	TOTALS 381 UNITS OCC AR
10 1 0 1 1 0 1 0 5 1 0 5 1 1 5 1 1		OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR
10. LOWER: 61-65% OF MEDIA a. Studio	N I							
b. 1 BR, 1 BA		6 1,255		2 1,204	3 1,162		1 1,165	0 - 12 1,216
c. 2 BR, 1 BA		0 1,233		2 1,204	3 1,102		1 1,105	0 -
d. 2 BR, 2 BA								0 -
e. Totals 61-65%	0	6	0	2	3	0	1	12
11. LOWER: 66-70% OF MEDIA	N							
a. Studio								0 -
b. 1 BR, 1 BA					1 1,259			1 1,259
c. 2 BR, 1 BA					1,200			0 -
d. 2 BR, 2 BA								0 -
e. Totals 66-70%	0	0	0	0	1	0	0	1
12. LOWER: 71-75% OF MEDIA	l N							
a. Studio								0 -
b. 1 BR, 1 BA		2 1,431			1 1,357			3 1,406
c. 2 BR, 1 BA								0 -
d. 2 BR, 2 BA								0 -
e. Totals 71-75%	0	2	0	0	1	0	0	3
13. LOWER: 76-80% OF MEDIA	N							
a. Studio								0 -
b. 1 BR, 1 BA		1 1,398			2 1,505			3 1,469
c. 2 BR, 1 BA					1 1,699			1 1,699
d. 2 BR, 2 BA								0 -
e. Totals 76-80%	0	1	0	0	3	0	0	4
Total lower =	1	17	5	3	23	0	3	52
Percent of total	3.45%	23.61%	7.69%	11.11%	15.75%	0.00%	21.43%	14.13%
14. MODERATE: 81-120% OF M	IEDIAN		4 4 405					4 4 405
a. Studio	4 4 000		1 1,425	2 1.589	0 4000			1 1,425 6 1,479
b. 1 BR, 1 BAc. 2 BR, 1 BA	1 1,289 1 2,010		1 1,611	2 1,589	2 1,399 2 1,937			6 1,479 3 1,961
d. 2 BR, 2 BA	1 2,010	1 2,010			2 1,937			1 2,010
Total moderate =	2	1	2	2	4	0	0	11
Percent of total	6.90%	1.39%	3.08%	7.41%	2.74%	0.00%	0.00%	2.99%
15. Total units occupied:	29	72	65	27	146	15	14	368
16. Occupancy rate =	97%	99%	90%	100%	97%	100%	100%	97%
NOTE: For each project, to calco	ulate average rent for by the number of oc	or a unit type at an is cupied units of that	ncome level, divide unit type at that in	e the total rental in come level.	come of that unit typ Occ Rate exc	oe luding properties (under const/renov	97%

MAY 2025 REPORT PALM DESERT HOUSING AUTHROITY

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: May-25 "MULTI-FAMILY PROPERTIES" REPORTED BY: CYNDI KARP

REPORT DATE: 6/20/2025

INCOME LEVEL AVAILABLE	CALIFORNIA	DESERT POINTE	LAGUNA PALMS	NEIGHBORS	ONE QUAIL	PALM VILLAGE	SANTA ROSA	TAOS PALMS	MONTHLY TOTALS
OF OCCUPANT UNITS	141	64	48	24	384	36	20	16	733
REVENUE									
EXTREMELY LOW: 20%	10	8	5	1	25	5	2		56
Occupied units Total rental income	2,258	1,748	1,004	232	6,152	1,168	440	-	13,002
Per occupied unit	226	219	201	232	246	234	220		232
EXTREMELY LOW: 21%> 25% Occupied units	20	12	4	1	54	4	1	1	97
Total rental income Per occupied unit	6,544 327	3,504 292	1,236 309	323 323	17,244 319	1,324 331	311	323	30,809
EXTREMELY LOW: 26%> 30%							311	323	318
Occupied units Total rental income	4,840	4 1,611	5 2,081	3 1,329	26 11,553	1,703	2 862	1 391	56 24,370
Per occupied unit	440	403	416	443	444	426	431	391	435
VERY LOW: 31%> 35% Occupied units	7	2	5	2	15	3	1	1	36
Total rental income	3,454	878	2,358	1,012	7,417	1,482	474	486	17,561
Per occupied unit VERY LOW: 36%> 40%	493	439	472	506	494	494	474	486	488
Occupied units	16	4	2	-	23	2	1	-	48
Total rental income Per occupied unit	9,192 575	2,004 501	1,133 567		13,598 591	1,250 625	585 585		27,762 578
VERY LOW: 41%> 45%				_					
Occupied units Total rental income	9,121	2,322	5 3,341	2 1,378	34 23,138	2,031	2,708		66 44,039
Per occupied unit	652	581	668	689	681	677	677		667
VERY LOW: 46%> 50% Occupied units	19	1	2	1	45	5	2	2	77
Total rental income	14,608	680	1,506	826	37,020	3,720	1,628	1,566	61,554
Per occupied unit VERY LOW Up to 50%	769	680	753	826	823	744	814	783	799
Occupied units	97	35	28	10	222	26	13	5	436
Total rental income Per occupied unit	50,017 516	12,747 364	12,659 452	5,100 510	116,122 523	12,678 488	7,008 539	2,766 553	219,097 503
LOWER: 51%> 55%							333		
Occupied units Total rental income	4,870	4 3,005	2 1,712	2,613	14 12,032	2 1,768	-	1 871	32 26,871
Per occupied unit	812	751	856	871	859	884		871	840
LOWER: 56%> 60% Occupied units	12	1	4	4	28	4	1	4	58
Total rental income	10,764	872	3,702	3,818	26,144	3,980	951	3,784	54,015
Per occupied unit LOWER: 61%> 65%	897	872	925	955	934	995	951	946	931
Occupied units	7	2	6	2	22	-	3	-	42
Total rental income Per occupied unit	8,326 1,189	2,082 1,041	7,516 1,253	2,584 1,292	27,165 1,235	-	3,840 1,280		51,513 1,227
LOWER: 66%> 70%	,	,-					,	4	
Occupied units Total rental income	5,168	-	1 1,354	-	21 28,635	-	-	1 1,354	27 36,511
Per occupied unit LOWER: 71%> 75%	1,292		1,354		1,364			1,354	1,352
Occupied units	1	4	-	1	14	1	-	-	21
Total rental income Per occupied unit	1,390 1,390	4,996 1,249	-	1,511 1,511	20,907 1,493	1,499 1,499		-	30,303 1,443
LOWER: 76%> 80%	1,390	1,243		1,511	1,433	1,499			1,443
Occupied units Total rental income	-	1 1,213	1 1,711	-	17 27,479	-	1 1,532	-	20 31,935
Per occupied unit		1,213	1,711		1,616		1,532		1,597
LOWER: 51%> 80%						_	_	_	
Occupied units Total rental income	30 30,518	12 12,168	14 15,995	10 10,526	116 142,362	7 7,247	5 6,323	6,009	200 231,148
Per occupied unit	1,017	1,014	1,142	1,053	1,227	1,035	1,265	1,002	1,156
MODERATE: 81%> 120%	40	40	4	2	20	4	4	4	70
Occupied units Total rental income	20,113	13 21,165	7,279	2 3,886	32 54,721	2,010	2,010	7,513	70 118,697
Per occupied unit	1,547	1,628	1,820	1,943	1,710	2,010	2,010	1,878	1,696
Summary Income: Rent Roll Expected Income	100,648	46,080	35,933	19,512	313,205	21,935	15,341	16,288	568,942
Delinquent Income Actual Rent Received	(2,763)	(4,003)	(1,608) 34,325	(1,890)	9,410	(621)	(2,020)	(1,810)	(5,305)
Other Income:	97,885	42,077	34,325	17,622	322,615	21,314	13,321	14,478	563,637
Laundry	379	-	-	-	3,584	-	- 045	-	3,963
Other (Credit Report/Late Fees) <u>Total Operating Income</u>	592 98,857	65 42,142	210 34,535	135 17,757	870 327,069	225 21,539	245 13,566	125 14,603	2,467 570,068
Occupied Units	140	60	46	22	370	34	19	15	706
Income per occupied unit	706	702	751	807	884	634	714	974	807
EXPENSES Operating Expenses:									
Payroll	19,499	9,104	7,360	3,013	71,509	4,727	1,828	2,390	119,431

5/01/2025 Page 1 of 2 Rpt #2 Multi-Family 5.25 **165**

MAY 2025 REPORT

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH:	May-25			" <u>MULTI-FA</u>	MILY PROPER	RTIES"	REPORTED	BY:	CYNDI KAR	P
REPORT DATE:	6/20/2025									
INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CALIFORNIA VILLAS 141	DESERT POINTE 64	LAGUNA PALMS 48	NEIGHBORS	ONE QUAIL PLACE 384	PALM VILLAGE 36	SANTA ROSA 20	TAOS PALMS 16	MONTHLY TOTALS 733
Per occupied unit		139	152	160	137	193	139	96	159	169
Administrative		16,310	6,512	5,400	2,364	41,097	3,564	1,980	1,575	78,802
Per occupied unit		116	109	117	107	111	105	104	105	112
Advertising/Promotion		-	-	-	-	-	-	-	-	-
Per occupied unit		-	-	-	-	-	-	-	-	-
Contract Services		2,558	(1,830)	(1,036)	(927)	17,556	393	840	(267)	17,287
Per occupied unit		18	(30)	(23)	(42)	47	12	44	(18)	24
Utility Services		(1,322)	5,146	4,204	817	17,398	3,168	1,645	1,348	32,405
Per occupied unit		(9)	86	91	37	47	93	87	90	46
Maintenance		13,162	10,123	6,758	2,081	67,585	6,042	1,402	1,443	108,597
Per occupied unit		94	169	147	95	183	178	74	96	154
Replacement expense		2,306	909	1,985	-	14,363	5,932	-	-	25,495
Per occupied unit		16	15	43	-	39	174	-	-	36
Capital expense		-	-	-	-	-	-	-	-	-
Per occupied unit		-	-	-	-	-	-	-	-	-
Total Operating Expense	es	52,513	29,965	24,671	7,348	229,508	23,827	7,696	6,490	382,017
Per occupied unit		375	499	536	334	620	701	405	433	541
Summary Revenue and Exp	enses									
Total Operating Income Total Operating Expenses	<u>_</u>	98,857 52,513	42,142 29,965	34,535 24,671	17,757 7,348	327,069 229,508	21,539 23,827	13,566 7,696	14,603 6,490	570,068 382,017
Monthly Net Operating Inco	<u>ome</u>	46,345	12,177	9,864	10,409	97,561	(2,288)	5,870	8,113	188,051
Per occupied unit		331	203	214	473	264	(67)	309	541	266
FYTD Net Operating Incom	ıe*	431,676	122,868	89,849	80,719	1,344,388	48,141	76,409	72,826	2,266,876
Previous Fiscal Year NOI	(6/30/2024)*	297,200	112,539	62,592	30,825	1,275,759	97,026	45,323	20,935	1,942,199

^{*} For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue).

MAY 2025 REPORT

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: May-25 "SENIOR PROPERTIES" REPORTED BY: CYNDI KARP

REPORT DATE: 6/20/2025

REPORT DATE:	6/20/2025								
		CANDLEWOOD	CARLOS	CATALINA	LA ROCCA	LAS	PUEBLOS	SAGECREST	MONTHLY
INCOME LEVEL	AVAILABLE	00	ORTEGA	GARDENS	VILLAS	SERENAS	4.5	SR.	TOTALS
OF OCCUPANT	UNITS	30	73	72	27	150	15	14	381
REVENUE									
EXTREMELY LOW: 20%									
Occupied units		2	3	7	4	9	-	-	25
Total rental income		422	1,006	1,366	1,069	1,969			5,832
Per occupied unit		211	335	195	267	219			233
EXTREMELY LOW: 21%	<u>> 25%</u>	_					_		07
Occupied units		7	9	20	4	21	5	1	67
Total rental income		2,115	3,618	5,414	1,420	6,196	1,500	303	20,566
Per occupied unit EXTREMELY LOW: 26%	> 30%	302	402	271	355	295	300	303	307
Occupied units	<u> </u>	5	6	9	6	21	3	3	53
Total rental income		1,928	3,062	3,225	2,762	8,455	1,175	1,184	21,791
Per occupied unit		386	510	358	460	403	392	395	411
VERY LOW: 31%> 35%									
Occupied units		2	5	7	4	16	2	3	39
Total rental income		1,502	2,880	3,006	2,060	7,447	890	1,380	19,165
Per occupied unit		751	576	429	515	465	445	460	491
<u>VERY LOW: 36%> 40%</u>		_	_		_				
Occupied units		3	9	4	2	20	1	1	40
Total rental income		1,623	5,854	1,972	1,210	11,043	544	547	22,793
Per occupied unit		541	650	493	605	552	544	547	570
VERY LOW: 41%> 45% Occupied units		2	6	8	1	20	3	1	41
Total rental income		1,222	4,452	4,658	686	12,902	1,875	628	26,423
Per occupied unit		611	742	582	686	645	625	628	644
VERY LOW: 46%> 50%		011	,	002	000	0.10	020	020	011
Occupied units		5	16	3	1	12	1	2	40
Total rental income		3,650	13,799	2,057	732	9,077	748	1,425	31,488
Per occupied unit		730	862	686	732	756	748	713	787
VERY LOW: Up to 50%									
Occupied units		26	54	58	22	119	15	11	305
Total rental income		12,462	34,671	21,698	9,939	57,089	6,732	5,467	148,058
Per occupied unit		479	642	374	452	480	449	497	485
LOWER: 51%> 55%									
Occupied units		1	5	1	1	5	-	-	13
Total rental income		785	4,442	690	849	4,054	-		10,820
Per occupied unit		785	888	690	849	811			832
LOWER: 56%> 60%			2	4		40		0	40
Occupied units Total rental income		-	2,895	3,198	-	10 8,794	-	2 1,744	19 16,631
Per occupied unit			965	800	-	879		872	875
LOWER: 61%> 65%			303	000		073		072	075
Occupied units		_	6	_	2	3	_	1	12
Total rental income		-	7,530		2,407	3,486		1,165	14,588
Per occupied unit			1,255		1,204	1,162		1,165	1,216
LOWER: 66%> 70%								·	
Occupied units		-		-	-	1	-	-	1
Total rental income						1,259			1,259
Per occupied unit						1,259			1,259
LOWER: 71%> 75%			0						0
Occupied units		-	2 004	-	-	1 257	-	-	3
Total rental income Per occupied unit			2,861 1,431		-	1,357 1,357			4,218 1,406
LOWER: 76%> 80%			1,431			1,337			1,400
Occupied units		_	1	_	_	3	_	_	4
Total rental income			1,398			4,709			6,107
Per occupied unit			1,398			1,570			1,527
LOWER: 51%> 80%			,			,			, -
Occupied units		1	17	5	3	23	_	3	52
Total rental income		785	19,126	3,888	3,256	23,659	_	2,909	53,623
Per occupied unit		785	1,125	778	1,085	1,029		970	1,031
	<i>L</i>		,		,,3	, 3			.,
MODERATE: 81%> 120% Occupied units	<u>'0</u>	2	1	2	2	4	_	_	11
Total rental income		3,299	2,010	3,036	3,177	6,671	-	_	18,193
Per occupied unit		1,650	2,010	1,518	1,589	1,668			1,654
. c. cocapioa aint		1,000	_,0.0	1,010	.,000	.,000			1,007

MAY 2025 REPORT

REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: May-25			"SENIOR P	ROPERTIES"	REPO	RTED BY:	CYNDI KARI)
REPORT DATE: 6/20/2025								
INCOME LEVEL AVAILABLE OF OCCUPANT UNITS	CANDLEWOOD 30	CARLOS ORTEGA 73	CATALINA GARDENS 72	LA ROCCA VILLAS 27	LAS SERENAS 150	PUEBLOS 15	SAGECREST SR. 14	MONTHLY TOTALS 381
Summary Income: Rent Roll Expected Income Delinquent Income Actual Rent Received Other Income:	16,546 (1,170) 15,376	55,807 (1,985) 53,822	28,622 (422) 28,200	16,372 (452) 15,920	87,419 3,480 90,899	6,732 (22) 6,710	8,376 - 8,376	219,874 (571) 219,303
Laundry Other (Credit Report/Late Fees) Total operating income	14 - 15,390	- 135 53,957	130 35 28,365	25 15,945	55 90,954	- - 6,710	- - 8,376	145 250 219,698
Occupied Units Income per occupied unit	29 531	72 749	65 436	27 591	1 46 623	15 447	14 598	368 597
EXPENSES Operating Expenses:								
Payroll	4,758	12,843	11,139	5,216	14,447	2,690	1,875	52,967
Per occupied unit	4,756 164	12,043	171	193	14,447	2, 69 0	1,675	52,967 144
Administrative	2,955	8,071	7,882	3,203	16,100	1,478	1,379	41,068
Per occupied unit	102			3,203	110	1,470	1,379	112
•	102	112	121	-	(42)	99	99	(42)
Advertising/promotion	-	-	-	-		-	-	, ,
Per occupied unit Contract services	2 100			1 025	(0)	- 007	773	(0)
Per occupied unit	2,188 75	3,523 49	2,908 45	1,835 68	4,526	997 66	55	16,751 46
Utility services	2,605	10,501	4,636	406	10,047	1.055	1,154	30.403
,	2,605	10,501	•	15	•	70	1,15 4 82	,
Per occupied unit Maintenance		_	71		69			83
	1,917	1,918 27	4,117	163 6	13,215 91	837	2,979	25,146
Per occupied unit	66	1,062	7,530	-	1,995	56 -	213	68 10,586
Replacement expense Per occupied unit	-	1,062	116	-	1,995	-	-	10,566
Capital expense	-	-	-	-	14	-	-	_ _
Per occupied unit	-	-	-	-	-	-	-	-
Total Operating Expenses	14,422	37,917	38,212	10,823	60,286	7,057	8,160	176,879
Per occupied unit Summary Revenue and Expenses	497	527	588	401	413	470	583	481
Total Operating Income Total Operating Expenses	15,390 14,422	53,957 37,917	28,365 38,212	15,945 10,823	90,954 60,286	6,710 7,057	8,376 8,160	219,698 176,879
Monthly Net Operating Income	968	151,515	(41,969)	5,122	30,668	(347)	216	42,819
Per occupied unit	33	2,104	(646)	190	210	(23)		116
FYTD Net Operating Income*	7,553	231,063	(46,404)	(24,628)	390,543	(9,670)	15,827	564,283
Previous Fiscal Year NOI (6/30/2024)*	(30,763)	156,040	(102,677)	(47,400)	490,379	(1,760)	3,722	467,542

^{*} For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue)

HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: July 9, 2025

PREPARED BY: Daniel Mora, Senior Administrative Assistant

SUBJECT: HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR MAY 2025

RECOMMENDATION:

1. Receive and file the Home Improvement Activity Report for May 2025.

FINANCIAL IMPACT:

There is no financial impact with this request.

ATTACHMENTS:

1. Home Improvement Activity Report for May 2025

PALM DESERT HOUSING AUTHORITY

Home Improvement Program Activity Report Month of May 2025

	NO. ACTIVITY
Inquiries (call, email, walkin)	3
Applications Provided	1
Applications Received	0
Eligible	0
Ineligible (does not meet program criteria)	0
Referral to Energy Savings Assistance	
Program	0
Referral to Brush with Kindness	0

HOUSING COMMISSION

	Year 2025 2025		2025	2025	2025	2025 2025 2025 202		2024	2024 2024 2024 2024		2024	2024	2024	Total Absences		
N	/lonth	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	May	Jul	Jun		
	Day	11	14	9	12	12	8	11	13	9	11	8	-	12	Unexcused	Excused
Bauer, Kathleen		Р	Р	Е	Р	Р	Р	Р	Р	Р	Р		-	E	0	2
Buller, Jan		Р	Р	Р	Р	Р	Р	Р	Р	Р	Р	Ε	-	Р	0	1
Docken, Olivia		Ε	Е	Α	Р	Р	Р	Р	Р	Р	Р		-	Р	1	2
Firestine, Andrew		Р	Р	Р	E	Р	Р	Р	Е	Р	Р		-		0	2
Moore, Dominic		Р	Р	Р	Р	Р	Е	Р	Р	Р	Р		-	Р	0	1
Morrison, Melody		Р	Р	Р	Р	Р	Р	Р	Р	Р	Р		-	Р	0	0
Siddiq, Franchon-Ma	arie	Α	Е	Р	Р	Р	Р	Р	Р	Р	Р		-	Р	1	1

Palm Desert Municipal Code 2.34.010

Monthly: Three unexcused absences from regular meeting in any twelve-month period shall constitute an automatic resignation of members holding office on boards that meet monthly.

Please contact the Recording Secretary to discuss any attendance concerns.

- P Present
- **P** Remote
- A Absent
- E Excused
- No Meeting

Resigned/Not Yet Appointed