



Housing Advisory Commission

HOUSING ADVISORY COMMISSION

AGENDA

Regular Meeting Thursday, November 2, 2023 7:00 pm	South Berkeley Senior Center 2939 Ellis Street Anna Cash, Secretary HAC@berkeleyca.gov
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Written communications submitted by mail or e-mail to the Housing Advisory Commission by 5:00 p.m. the day before the meeting will be distributed to the members of the Committee in advance of the meeting and retained as part of the official record.

All agenda items are for discussion and possible action.

Public comment policy: Members of the public may speak on any items on the Agenda and items not on the Agenda during the initial Public Comment period. Members of the public may also comment on any item listed on the agenda as the item is taken up. Members of the public may not speak more than once on any given item. The Chair may limit public comments to 3 minutes or less.

1. **Roll Call**
2. **Land Acknowledgement** (Attachment 1)
3. **Agenda Approval**
4. **Public Comment**
5. **Approval of October 5, 2023 Meeting Minutes** (Attachment 2)
6. **Receive Presentation from City of Berkeley Community Development Block Grant (CDBG) funded subrecipient: Center for Independent Living Residential Access Program** – Staff and Center for Independent Living
7. **Discussion and Possible Action to Recommend Property Transfer and Funding for the MLK House Request for Proposals (RFP)** – HTF Subcommittee/Staff (Attachment 3)
8. **Discussion and Possible Action on Fair Access and Transparency for Rental Housing Applications Ordinance** – Subcommittee (Attachment 4)
9. **Discussion and Possible Action to Approve the 2024 Housing Advisory Commission Meeting Calendar**– All/Staff (Attachment 5)
10. **Discussion and Possible Action to Form a Request for Proposals (RFP) for Funding Community Agencies Subcommittee** – All/Staff (Attachment 6)
11. **Update on Council Items (Future Dates Subject to Change)**
12. **Announcements/Information Items**
 - a. **Measure O Bond Impacts on Affordable Housing Development in Berkeley** (Attachment 7)

b. December Recess

13. Future Items

14. Adjourn

Attachments

1. Land Acknowledgment
2. Draft October 5, 2023 Meeting Minutes
3. MLK House Request for Proposals Recommendation
4. Draft Fair Access and Transparency for Rental Housing Applications Ordinance
5. 2024 Housing Advisory Commission Meeting Calendar
6. FY 2025 - 2028 Community Agency Funding Process
7. Measure O Bond Impacts on Affordable Housing Development in Berkeley

Correspondence

8. Letter to Housing Advisory Commission, 2580 Bancroft Way #210
9. Jenny McNulty, Planning & Building (Rental Housing Safety program), Response to Letter to Housing Advisory Commission, 2580 Bancroft Way #210

Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service or in person to the Secretary of the commission. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the Secretary for further information.

This meeting will be conducted in accordance with the Brown Act, Government Code Section 54953. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to Mark Numainville, City Clerk, (510) 981-6900.

COMMUNICATION ACCESS INFORMATION:



To request a disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services specialist at (510) 981-6418 (V) or (510) 981-6347 (TDD) at least three business days before the meeting date.

ATTACHMENT 1

Land Acknowledgement Statement

The City of Berkeley recognizes that the community we live in was built on the territory of xučyun (Huchiun (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's residents have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878. As stewards of the laws regulating the City of Berkeley, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. The City of Berkeley will continue to build relationships with the Lisjan Tribe and to create meaningful actions that uphold the intention of this land acknowledgement.



Housing Advisory Commission

HOUSING ADVISORY COMMISSION Thursday, October 5, 2023

DRAFT MINUTES

Regular Meeting Thursday, October 5, 2023 7:14 pm	South Berkeley Senior Center 2939 Ellis Street Anna Cash, Secretary HAC@berkeleyca.gov
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1. Roll Call

Present: Truman Braslaw, Sara Fain, Xavier Johnson, Keyanna Ortiz-Cedeño, Debbie Potter, and Leah Simon-Weisberg.

Absent: Nico Calavita (unexcused), Mari Mendonca (excused).

Staff Present: Rhianna Babka, Anna Cash, and Margot Ernst.

Commissioners in attendance: 6 of 7.

Members of the public: 1.

Public Speakers: 1.

2. Land Acknowledgement

3. Agenda Approval

Action: M/S/C (Fain/Braslaw) to approve the agenda.

Vote: Ayes: Braslaw, Fain, Johnson, Ortiz-Cedeño, Potter, and Simon-Weisberg. Noes: none. Abstain: none. Absent: Calavita (unexcused), Mendonca (excused).

4. Public Comment

There was one speaker during public comment.

5. Approval of September 7, 2023 Meeting Minutes

Action: M/S/C (Fain/Ortiz-Cedeno) to approve the September 7, 2023 minutes.

Vote: Ayes: Braslaw, Fain, Johnson, Ortiz-Cedeño, and Simon-Weisberg. Noes: none. Abstain: Potter. Absent: Calavita (unexcused), Mendonca (excused).

6. Approval of July 17, 2023 Meeting Minutes

Action: M/S/C (Johnson/Braslaw) to approve the July 17, 2023 minutes.

Vote: Ayes: Braslaw, Johnson, Ortiz-Cedeño, Potter, and Simon-Weisberg. Noes: none. Abstain: Fain. Absent: Calavita (unexcused), Mendonca (excused).

7. Receive Presentation from City of Berkeley Community Development Block Grant (CDBG) funded subrecipient: Habitat for Humanity East Bay/Silicon Valley- Housing Rehabilitation Grant Program – Staff and Habitat for Humanity

Public Comment: 1

8. Receive Presentation on HUD Program Year 2022 (Fiscal Year 2023) Consolidated Annual Performance and Evaluation Report (CAPER)

Public Comment: 1

9. Discussion and Possible Action to Adopt 2023-2024 Workplan

Public Comment: 1

Action: M/S/C (Johnson/Ortiz-Cedeño) to adopt the 2023-2024 work plan, as amended.

Vote: Ayes: Braslaw, Fain, Johnson, Ortiz-Cedeño, Potter, and Simon-Weisberg. Noes: none. Abstain: none. Absent: Calavita (unexcused), Mendonca (excused).

10. Discussion and Possible Action on Fair Access and Transparency for Rental Housing Applications Ordinance

11. Update on Council Items (Future Dates Subject to Change)

12. Announcements/Information Items

13. Future Items

14. Adjourn

Action: M/S/C (Simon-Weisberg/Ortiz-Cedeño) to adjourn meeting at 10:17pm.

Vote: Ayes: Braslaw, Fain, Johnson, Ortiz-Cedeño, Potter, and Simon-Weisberg. Noes: none. Abstain: none. Absent: Calavita (unexcused), Mendonca (excused).

Approved: _____, Anna Cash, Secretary

Health Housing and
Community Services Department
Housing & Community Services Division

MEMORANDUM

To: Housing Advisory Commission

From: Jenny Wyant, Senior Community Development Project Coordinator

Date: October 23, 2023

Subject: **MLK House Request for Proposals Recommendation**

Recommendation:

Recommend that City Council:

1. Approve the transfer of MLK House from Resources for Community Development to Insight Housing, including obligations under the existing loan and regulatory agreements; and
2. Reserve \$2,000,988 from the Housing Trust Fund program to support Insight Housing's renovation of the property; and
3. Waive Sections I.A.1 and IV.C.1 of the Housing Trust Fund (HTF) Guidelines.

Current Situation and Its Effects:

On October 19, 2023 the HTF Subcommittee of the Housing Advisory Commission voted to approve the staff recommendation as written above:

M/S/C: Braslaw/Mendonca. Ayes: Braslaw, Mendonca, and Johnson. Noes: None. Abstain: None. Absent: None.

MLK House (2942-2944 Martin Luther King, Jr. Way) is a 12-bedroom, Single-Room Occupancy (SRO) permanent housing project that currently serves up to 11 formerly homeless individuals. The property has 12 bedrooms, 4 bathrooms, and a shared kitchen. In 1991, the City loaned Resources for Community Development (RCD) a total of \$278,126 from the Housing Trust Fund for the acquisition and renovation of MLK House. Since then, RCD has been operating the property for individuals exiting homelessness, and currently serves clients in the Shelter + Care program (with the exception of a long-term resident who has lived at MLK House since before RCD's acquisition). In 2017, the City refinanced its loan, forgiving the accrued interest and

A Vibrant and Healthy Berkeley for All

2180 Milvia Street, 2nd Floor, Berkeley, CA 94704 Tel: 510.981.5100 TDD: 510.981.6903 Fax: 510.981.5450

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Website: <https://berkeleyca.gov/community-recreation/affordable-housing-berkeley>

*MLK House Request for Proposals Recommendation
October 23, 2023*

reducing the interest rate to 0%. The City's Regulatory Agreement restricts 10 SROs to individuals earning 60% of Average Median Income (AMI).

In 2021, RCD asked the City to approve a transfer of MLK House to a new owner/operator. RCD is not structured to provide the level of oversight and management for the current population, in a small property like MLK House. Shelter + Care clients are selected through the County's Coordinated Entry System, which prioritizes the highest need residents. High needs residents transitioning from homelessness have struggled with the shared kitchen and bathrooms, have contributed to heavier wear and tear on the property than the replacement reserve can support, and have had issues with inviting non-residents to sleep or leave their personal belongings at MLK House. Shelter + Care vouchers do not provide enough income to cover the ongoing costs of operating the property.

The City's Housing and Community Services (HCS) released the MLK House Request for Proposals (RFP) in July 2023. The goal of the RFP was to identify a new owner/operator that:

- Will serve a population that is appropriate for the property and supportive services available;
- Has experience operating shared housing;
- Is capable of securing new, sustainable operating and services funding sources; and
- Is capable of rehabilitating the property.

The new owner/operator will have access to two sources of City funding. City Council allocated \$1,178,974 from the Housing Trust Fund program to RCD for MLK House through the 2021 Housing Trust Fund RFP. Those funds would be available for renovations to address capital needs and to tailor the property to the new population and programming. In addition to the rehab funds, the Mental Health Division of Health, Housing, and Community Services allocated \$107K in Mental Health Services Act (MHSA) funding to the project in 2023, which is available to the future owner/operator (subject to annual approval) if they continue to serve individuals with mental health diagnoses.

HCS received proposals from three applicants: Insight Housing, Kingdom Builders, and Options Recovery Services. Staff recommends moving forward with Insight Housing as the new owner/operator for MLK House. Insight's proposal was the strongest, demonstrating organizational capacity to take on the rehab and operations, and a feasible operating strategy that serves a vulnerable population and leverages non-City funding. A summary of the HCS staff analysis follows.

Insight Housing

Insight Housing (formerly Berkeley Food and Housing Project) proposes to convert the property to supportive housing for 11 homeless or formerly homeless veterans. Insight requested \$2,000,988 to support the rehab of the property, which exceeds the amount

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currently allocated to MLK House. The additional funds are necessary to add kitchenettes to each room in order to make them eligible for Veterans Affairs Supportive Housing (VASH) vouchers from the Department of Veterans Affairs. Insight is not planning to pursue the MHSA funding available through Berkeley Mental Health, though they may revisit that source if there is a need and the population qualifies.

- Organization Capacity (35%). Staff rating: High.
Insight has sufficient development experience to take on the MLK House renovations. The City monitors several properties owned and operated by Insight in Berkeley, including the Hope Center and Dwight Way, and have no concerns about their management of those properties. Insight is experienced in managing shared living facilities, working with formerly homeless populations (including veterans), and connecting their residents to community resources.
- Feasibility (35%). Staff rating: High.
Insight intends to house veterans at MLK House, and plans to provide VASH vouchers that will provide operating subsidy to the project. In order to access the VASH vouchers, Insight will need to add kitchenettes to each of the 11 SRO rooms to be occupied. In order to accomplish this, Insight requested an additional \$800k in rehab funds from the City, for a total of \$2,000,988. Given the increased construction costs since RCD's 2021 funding award and the proposed increase in scope, this higher rehab budget seems reasonable to address MLK House's capital needs. The City has sufficient local housing funds to support this additional request, and a summary of currently available housing funds is attached.
- Property Management and Services Plans (30%). Staff rating: High
Insight will work closely with the Veterans' Affairs on tenant selection, and will be able to assess fit and suitability for semi-independent living with shared facilities. Insight Housing will be the lead service provider for MLK House, and will connect residents with case management, assistance with veteran benefits and health care, employment, and tenancy sustaining services. Insight Housing will also incorporate a food program that will address a basic need, and help create community amongst the residents. MLK House's proximity to Russell Street Residences (another Insight Housing property) allows for mutual operational support between the two sites.

Kingdom Builders Transitional Housing Program

Kingdom Builders Transitional Housing Program (Kingdom) proposes to house 11 Transitional Aged Youth (TAY) with incomes up to 100% AMI. TAY are youth aged 18-24 who are transitioning out of public systems, including foster care. Kingdom requested the \$1.18M in City rehab funds available for MLK House, as well as the \$107K in MHSA funding for the project (subject to annual approval).

- Organization Capacity (35%). Staff rating: Medium
Kingdom is a relatively new organization that has been providing services since 2009, though was only formally incorporated within the past five years. Kingdom

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recently completed a Homekey project in Oakland that houses 75-100 formerly incarcerated men. Kingdom also acquired and completed renovations on five single-family homes for a sober living program, and is currently building a 54-room facility in downtown Oakland to serve TAY, among others. They intend to provide property management and supportive services in-house and have experience managing shared housing facilities, including the Homekey project and the scattered sites program. Kingdom staff have experience serving TAY, and some staff have lived experience with the foster care system.

- Feasibility (35%). Staff rating: Low
In order to make the project pencil, Kingdom indicated that they will need to serve TAY paying up to 100% AMI rents, or \$2,590 per room. Individuals who can afford that level of rent have more options on the market including studios and 1-bedrooms that would provide more privacy and independent living. If lower AMI residents are selected, Kingdom would need to secure operating subsidy to cover the gap. Kingdom included the MHSA funding in their proforma, and while it's likely residents would have mental health diagnoses, Kingdom may serve clients who do not qualify under MHSA, in which case that funding would not be available to support operations. In their application, Kingdom indicated that they would consider Shelter + Care clients if other subsidies are not identified. Staff are concerned about this option, given the ongoing challenges RCD has faced with that population at MLK House.
- Property Management and Services Plans (30%). Staff rating: Medium
Kingdom has experience managing properties serving TAY and other vulnerable populations in shared living situations, but did not provide a property management plan that articulated their proposed referral process and selection criteria for MLK House residents. They are proposing 24/7 onsite staff presence, with three full-time monitors to ensure the safety and security of residents and maintenance of the property. In terms of services, Kingdom proposes a part-time case manager to support resident self-sufficiency and connect residents to resources. This seems sufficient for the number of residents anticipated.

Options Recovery Services

Options Recovery Services (Options) proposes to operate a substance recovery residence program for up to 14 adults who are undergoing outpatient treatment for Substance Use Disorder. Once remodeled, MLK House would operate with nine single-occupancy units and three double-occupancy units. The units would be available for individuals earning up to 30% AMI. Options is not proposing to use the MHSA funding, though would consider it if the property needs additional operating support and the residents qualify as adults with mental health diagnoses.

- Organization Capacity (35%). Staff rating: High
Options has owned and operated recovery residences for 20 years. They have undertaken renovations of facilities similar in size to MLK House, and would partner with a third-party construction manager to oversee the proposed rehab. The City has not provided HTF program funds to Options, though the

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organization did master-lease and operate a recovery residence at 2207 Haste (an HTF-funded property) for several years. Options was responsible for day-to-day maintenance, supportive services, and complying with reporting requirements as needed. The City had no concerns about their management of the property.

- Feasibility (35%). Staff rating: Medium
Options has not secured funding commitments for MLK House specifically. Their program is funded through client rents, which may be paid by the client directly or through government programs. The proforma shows rents at \$1,500 and \$1,250 for clients in double- and triple-occupancy rooms, respectively. Since Options expects the majority of its clients to be formerly homeless or incarcerated, they'll need to work with their clients to identify and secure funding for their rent. Options' educational and treatment programs are funded through contracts with Alameda County Behavioral Health Care Services, the Superior Court of Alameda County, Insight Housing, and other funders.
- Property Management and Services Plans (30%). Staff rating: Medium
Options plans to have a live-in manager providing 24/7 coverage. Managers are typically former clients who have demonstrated sobriety and been trained to oversee house operations. Tenants at Options recovery residences are required to attend treatment programs. Clients are screened at intake and assigned to treatment and recovery residence programs depending on ASAM (American Society of Addiction Medicine) criteria. Options does not intend to add new services staff for MLK House specifically, but employs 12 FTE clinical staff who will serve MLK House residents (along with an estimated 200 other clients in Berkeley).

Attachment:

Summary of Currently Available Housing Funds

Affordable Housing Funds

Fund Balance Updated: 8/31/2023

Fund Name	Total - all housing sources
Funding Balance from fiscal	142,073,539
Reservations	
Fund Name	Reservations
BART projects	53,000,000
St. Paul Predev 2	2,500,000
St. Paul Dev	8,551,040
Ephesian Predev 2	2,500,000
Ephesian Dev	14,531,301
Supportive Housing in People's Park Predev	3,000,000
Supportive Housing in People's Park Dev	11,359,593
Ashby Lofts	850,000
MLK House	1,178,974
Haste (NCLT)	500,000
BUSD Workforce Housing	24,500,000
Berkeley Way misc. costs	493,347
University Inn (Homekey 3)	8,500,000
Woolsey Gardens Predev	1,000,000
Total Reservations	132,464,255
HTF Balance less funding reservations	9,609,284

Pending Requests	
Project	Pending Requests
2321 10th Street (NCLT) - 2023 request	1,703,585
MLK House - 2023 request	822,014
Total Reservations	2,525,599
HTF Balance less funding reservations + pending requests	7,083,685

Encumbered funds (executed/active contracts with funds not fully disbursed)	
Project	Encumbered
Russell Street Renovations	4,500,000
Ephesian Legacy Court (1708 Harmon) - PreDLA 1	1,056,400
St. Paul Terrace (2024 Ashby) - PreDLA 1	1,198,960
2321 10th Street (NCLT)	1,620,640
The Grinnell (2527 San Pablo)	12,000,000
Maudelle Miller Shirek Community (2001 Ashby)	17,000,000
Berkeley Way BRIDGE Affordable	2,774,925
Berkeley Way - Hope Center PSH	7,727,630
Berkeley Way - Hope Center TH	16,964,507
Stuart Street Apartments (1638 Stuart)	2,102,000
Solano Avenue Cooperative (1685 Solano)	3,900,000
Golden Bear Homes (Homekey)	8,463,535
1740 San Pablo	7,500,000
Total Encumbered (Active Projects)	86,808,597

Chapter 13.114

PROHIBITION ON THE USE OF CERTAIN FINANCIAL CRITERIA IN HOUSING DECISIONS

Sections:

- 13.114.010 Title.
- 13.114.020 Findings.
- 13.114.030 Definitions.
- 13.114.040 Use of Prohibited Criteria in Housing Decisions.
- 13.114.050 Requirements for Landlords.
- 13.114.060 Retaliation Prohibited.
- 13.114.070 Recordkeeping and Confidentiality.
- 13.114.080 Implementation.
- 13.114.090 Administrative Complaints.
- 13.114.100 Enforcement.
- 13.114.110 No Conflict with State or Federal Law.
- 13.114.120 Severability.

13.114.010 Title.

This Chapter shall be known as the "Berkeley Fair Access to Housing Ordinance." and may be shortened to the "Fair Access Ordinance."

13.114.020 Findings.

General Findings (more specific findings to come): systemic issue, anti-displacement, anti-discrimination, financial criteria often used as proxy for race

13.114.030 Definitions.

A. "Adverse Action" means to take one or more of the following actions based on a person's Prohibited Criteria:

1. Failing or refusing to rent or lease Housing to a person;
2. Failing or refusing to continue to rent or lease Housing to a person;
3. Reducing the amount or term of any person's subsidy for Housing;

4. Treating an Applicant or tenant differently from other applicants or tenants, including but not limited to, taking such actions as requiring higher security deposit or rent;
5. Treating a person as ineligible for a tenant-based rental assistance program, including but not limited to the Section 8 Housing Choice Voucher Program ([42 U.S.C. Section 1437f](#)); or
6. Failing to permit a tenant's Close Family Member to occupy a rental unit while the occupying tenant remains in occupancy.

B. "Affordable Housing" shall mean any Housing that (1) has received or is receiving City, County, State, or Federal funding, tax credits, or other subsidies connected in whole or in part to developing, rehabilitating, restricting rents, subsidizing ownership, or otherwise providing rental housing for extremely low income, very low income, low income, and moderate income households (collectively, "Public Funding"), with the exception of Housing where the only Public Funding received is in the form of a Local, State or Federal tenant-based voucher, such as through the Section 8 Housing Choice Voucher Program ([42 U.S.C. Section 1437f](#)); or (2) is subject to affordability and related requirements pursuant to the City's Below Market-Rate Rental Housing Program, including but not limited to the Affordable Housing Mitigation Fee Ordinance (Section [22.20.065](#)), the State Density Bonus law (California Government Code Sections [65915-65918](#) and Chapter 23C.14), and the Low Income Inclusionary Live/Work Units Ordinance (Section [23E.20.080](#)).

C. "Aggrieved Person" means an Applicant who believes they were subject to an Adverse Action; a tenant who believes they or their Close Family Member was subject to an Adverse Action based on the application of an Applicant to reside in such family member's rental unit; or a tenant who believes they were subject to an Adverse Action based on the failure or refusal to permit a person to reside in such tenant's rental unit to replace an existing tenant, add a new tenant, or to sublet to a subtenant.

D. "Applicant" means a person who seeks information about, visits, or applies to rent or lease Housing; who applies for a tenant-based rental assistance program, including but not limited to the Section 8 Housing Choice Voucher Program ([42 U.S.C. Section 1437f](#)); who seeks to be added as a household member to an existing lease for Housing; .

E. "Close Family Member" means a spouse, registered domestic partner, child, sibling, parent, grandparent, or grandchild.

F. "Housing" means any residential rental housing, building, or unit in the City of Berkeley.

G. "Landlord" shall mean any Person that owns, master leases, manages, or develops Housing and/or Affordable Housing in the City. For the purpose of this definition, "Person" includes one or more individuals, partnerships, organizations, trade or professional associations, corporations, legal representatives, trustees, trustees in bankruptcy, receivers, and any political or civil subdivision or agency or instrumentality of the City. In addition, any agent, such as a property management company, that makes tenancy decisions on behalf of the above-described Persons, and any government agency, including but not limited to the Berkeley Housing Authority, that makes eligibility decisions for tenant-based rental assistance programs, including but not limited to the Section 8 Housing Choice Voucher Program ([42 U.S.C. Section 1437f](#)), shall also be considered

a "Landlord."

H. "Prohibited Criteria" shall mean:

1. Credit scores and reports
2. Eviction history, including court records and civil judgements related to evictions
3. History of receiving rental assistance from a government agency, non-profit organization, or other third party
4. History of rental debt incurred during the COVID-19 pandemic time period, as defined by the local state of emergency
5. Tenant assessment scores, ratings, or grades obtained from tenant screening services, regardless of the components that make up the score, rating, or grade.

I. "Qualified Non-Profit" shall mean any organization that:

1. Has tax exempt status under 26 United States Code Section 501(c)(3) or 501(c)(4); and
2. Has a mission of protecting the rights of tenants or the homeless in Berkeley or Alameda County; and
3. Will fairly and adequately represent the interests of Aggrieved Persons.

13.114.040 Use of Prohibited Criteria in Housing Decisions.

A. A Landlord shall not, at any time or by any means, whether direct or indirect, (1) inquire about an Applicant's Prohibited Criteria, (2) require an Applicant to disclose information about their Prohibited Criteria, (3) require an Applicant to authorize the release of documents related to their Prohibited Criteria, (4) if such information is received, base an Adverse Action in whole or in part on an Applicant's Prohibited Criteria, (5) base an Adverse Action in whole or in part on an Applicant's refusal to disclose information about their Prohibited Criteria, or (6) base an Adverse Action in whole or in part on the Landlord's inability to obtain information related to an Applicant's Prohibited Criteria for any reason whatsoever.

If any Adverse Action is based in whole or in part on the Applicant's Prohibited Criteria, the Landlord shall provide a written notice to the Applicant regarding the Adverse Action that includes, at a minimum, the reason(s) for the Adverse Action, instructions on how to file a complaint about the Adverse Action with the City, a list of local legal service providers including contact information, and a copy of any information related to the Applicant's Prohibited Criteria that served as a basis for the Adverse Action. The Landlord shall provide the Applicant an opportunity to respond with rebutting or mitigating information prior to the denial of the Applicant's housing application. The Landlord shall not require reimbursement or payment from the Applicant for the cost of obtaining or providing any information required under this Paragraph.

13.114.050 Requirements for Landlords.

- A. It shall be unlawful for any Landlord subject to the requirements of this Chapter to produce or disseminate any advertisement related to Housing that expresses, directly or indirectly, that any person's Prohibited Criteria will be considered in the application for rental or lease of real property or that they may not apply for the rental or lease of real property based on Prohibited Criteria.
- B. A Landlord may not prohibit any person from applying for Housing, apart from that they may, in their discretion, require that a person provide their name, email, and/or phone number in order to receive an application.
- C. The City shall publish and make available to Landlords, in English, Spanish, and all languages spoken by more than five percent (5%) of the City's population, a notice that informs Applicants for Housing of their rights under this Chapter. The notice shall contain the following information:
1. A description of the restrictions and requirements of this Chapter;
 2. Instructions for submitting a complaint to the City regarding a violation of this Chapter; and
 3. Information about community resources available to assist an Applicant in connection with a violation of this Chapter.
- D. Landlords subject to the requirements of this Chapter shall prominently display the notice made available pursuant to Section 13.114.050.B. in their application materials, on their websites, and at any rental or leasing offices.
- E. Landlords shall:
1. Provide any Applicant subject to an Adverse Action a written notice regarding the Adverse Action that includes, at a minimum, the reason(s) for the Adverse Action; instructions regarding how to file a complaint about the Adverse Action with the City, including the deadlines set forth in Section 13.106.070.A; a list of local legal services providers, including contact information; and a copy of any records related to Prohibited Criteria obtained by the Landlord; and
 2. Submit to the City an annual certificate of compliance with the requirements of this Chapter in the form provided by the City.

13.114.060 Retaliation Prohibited.

It shall be a violation of this Chapter to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this Chapter, or to take any Adverse Action against any Person because the Person exercised or attempted in good faith to exercise any right protected under this Chapter.

13.114.070 Recordkeeping and Confidentiality.

- A. Landlords shall maintain records related to any Prohibited Criteria obtained for any Applicant for Housing for a period of at least three years. To the maximum extent permitted by law, any information obtained regarding an Applicant's Prohibited Criteria shall remain confidential.
- B. Nothing in this section shall prohibit a Landlord from complying with a request by the City to provide records for purposes of enforcing the requirements of this Chapter.

13.114.080 Implementation.

- A. The City Manager or their designee shall take all necessary steps to implement this Chapter, including but not limited to the following:
 - 1. Developing any notice required for purposes of implementing the requirements of this Chapter, the annual compliance certification form, and other implementation documents, including written materials for Landlords and potential Applicants; and
 - 2. Conducting outreach to and preparing a plan to provide ongoing training about the requirements Chapter for Landlords.

The City Manager is authorized to adopt Administrative Regulations necessary to implement the requirements of this Chapter.

- B. The City Manager or their designee shall provide an annual public report to the City Council, Housing Advisory Commission and Rent Stabilization Board on the implementation and enforcement of this Chapter. The annual report shall include, at a minimum: (1) a summary of the annual compliance certifications submitted by Landlord; (2) the number of complaints filed with the City regarding violations of this Chapter and the outcomes of such complaints; (3) and the number of notices filed with the City regarding actions brought under Section 13.114.100.C and the outcomes of any such actions.

13.114.090 Administrative Complaints.

- A. Any Applicant subject to an Adverse Action or their Close Family Member who believes the Adverse Action was based on a violation of this Chapter shall have the right to submit a complaint to the City within one year of the date the Applicant submitted an application to the Landlord or the date of the violation, whichever is ~~earlier~~ later. The City will schedule an administrative hearing before a hearing officer designated by the City Manager within 90 days of the date of submission of the complaint. The deadlines set forth in this Paragraph may be extended with the consent of all parties.
- B. The parties shall have the following rights at an administrative hearing conducted pursuant to this

Section:

1. To have an advocate of their choosing to represent them at the hearing;
 2. To present any relevant witnesses and evidence, which will be considered without regard to the admissibility under the Rules of Evidence applicable to a judicial proceeding;
 3. To examine the other party's evidence and to rebut and cross-examine any witnesses;
 4. To have a translator present at the hearing, when translation is reasonably necessary and reasonably available;
 5. To request any reasonable accommodation needed to participate in the hearing process; and
 6. To record the hearing.
- C. Where the City determines that a violation of the Chapter has occurred, the City shall issue a determination and order any appropriate relief under this Chapter.

13.114.100 Enforcement.

- A. The City may issue an Administrative Citation under Chapter [1.28](#) to any Person who violates any provision of this Chapter.
- B. The City Attorney, on behalf of the City, or a Qualified Non-Profit may bring an action seeking injunctive relief to restrain or enjoin any violation of this Chapter.
- C. Any Aggrieved Person or Qualified Non-Profit who believes that the provisions of this Chapter have been violated shall have a private right of action for injunctive relief, and actual damages or statutory damages up to six times the amount of one month's rent that the Landlord charged for the unit in question at the time of the violation. In addition to actual or statutory damages, a court shall award punitive damages where it is proven by clear and convincing evidence that a violation of this Chapter has been committed with oppression, fraud, or malice. The Aggrieved Person or Qualified Non-Profit may recover costs and reasonable attorney's fees. The landlord may recover attorney's fees if the action brought is found by the court to be frivolous and without merit. The right to file an action under this Paragraph is independent of the right to file an administrative complaint under Section [13.106.090](#) and does not require an Applicant to have filed a prior complaint with the City of Berkeley.
- D. When permitted by law, an award of actual damages under this Chapter may include an award for mental and/or emotional distress and/or suffering. The amount of actual damages awarded to a prevailing plaintiff shall be trebled by the court if a defendant is found to have acted in knowing violation of, or in reckless disregard of, the provisions of this Chapter.
- E. In an action brought by the City Attorney pursuant to this Section, a court of competent jurisdiction

may order that a civil penalty be assessed against the Landlords to vindicate the public interest, which penalty shall be payable to the City of Berkeley. The civil penalty assessed against a Landlord shall be at least one thousand dollars (\$1,000) and shall not exceed ten thousand dollars (\$10,000) for each violation of this Chapter. A defendant shall be liable for an additional civil penalty of up to five thousand dollars (\$5,000) for each violation of this Chapter committed against a person who is disabled within the meaning of California Government Code section [12926](#) et seq., or is aged sixty-five (65) or over.

F. An attorney who represents an Applicant or Qualified Non-Profit in litigation against a Landlord brought under this Chapter shall provide notice to the City within ten (10) days of filing court action against the Landlord, and inform the City of the outcome of the court action within ten (10) days of any final judgment.

13.106.110 No Conflict with State or Federal Law.

This Chapter is not intended to conflict with state or federal law. If there is a conflict between the provisions of federal or state law and this Article, federal or state law shall control.

13.106.120 Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.

2024 Commission Meeting Dates

Name of Commission: Housing Advisory Commission

Commission Secretary: Anna Cash

2024 Meeting Dates

Month	Meeting Day and Date	Time
January 2024	Thursday, 01/11/24	7:00 pm
	(2nd Thursday of month)	
February 2024	Thursday, 02/01/24	7:00 pm
March 2024	Thursday, 03/07/24	7:00 pm
April 2024	Thursday, 04/04/24	7:00 pm
May 2024	Thursday, 05/02/24	7:00 pm
June 2024	Thursday, 06/06/24	7:00 pm

Month	Meeting Day and Date	Time
July 2024	Thursday, 07/11/24	7:00 pm
	(2nd Thursday of month)	
August 2024	No Meeting	
September 2024	Thursday, 09/05/24	7:00 pm
October 2024	Thursday, 10/10/24	7:00 pm
	(2nd Thursday of month)	
November 2024	Thursday, 11/07/24	7:00 pm
December 2024	No Meeting	



Health, Housing, and
Community Services Department
Housing & Community Services Division

MEMORANDUM

To: Housing Advisory Commission

From: Rhianna Babka, Program Manager

Date: October 20, 2023

Subject: **FY 2025 - 2028 Community Agency Funding Process**

This memo outlines the upcoming FY 2025-2028 Community Agency Funding cycle, including the application, review and commission recommendation steps of this process.

On behalf of the Health, Housing, and Community Services Department, I want to thank all Commissioners for stepping forward to give your time and thoughtful consideration to this task. Together, the four participating commissions/review panel will make recommendations to City Council about how to allocate over \$40 million in funding over the next four years. It is an important role and serves to benefit many members of the Berkeley community.

This funding process is a longstanding mechanism for investing local, state and federal funds in community agencies in order to provide core services and supports to the most vulnerable members of the community. These investments advance the City's work to achieve greater housing stability, improved health and education opportunities, and a more equitable Berkeley. The agencies that are awarded funding fill gaps and/or complement existing services to address some of the socio-economic challenges facing so many Berkeley residents.

The application review process is for a four-year funding cycle. The funding amounts below are estimated annual amounts, with each year of funding contingent upon the availability of funds, particularly from the federal government.

Background and Timeline

On November 6, 2023, the City of Berkeley will issue a Request for Proposals (RFP) soliciting applications from non-profit community agencies.

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Interested applicants will be invited to participate in a webinar on November 15, 2023 from 1:00 – 3:00 p.m., where City staff will provide more detailed information about the RFP process, answer questions, and provide clarifications.

Applications will be due at 5:00 p.m. on December 22, 2023. Table 1 illustrates the entire timeline.

Table 1: Tentative Schedule for Allocation Process

TENTATIVE SCHEDULE FOR ALLOCATION PROCESS			
11/06/23	Request for Proposals issued	4/23/24	City Council holds public hearing on Annual Action Plan and proposed funding allocations to agencies CDBG/ESG Annual Action Plan
11/15/23	Workshop for all agencies submitting proposals 1-3 p.m. Zoom Meeting	5/7/24	City Council Presentation of Proposed FY 2025 & FY 2026 Budget
12/22/23	Proposals Due - 5:00 p.m.	5/14/24	Deadline for City Council to adopt funding allocations for CDBG and ESG only and approve submittal of Annual Action Plan to HUD
January Date TBD	Public Hearing on community needs with participation by representatives of Review Commissions Location - TBD	5/14/24	City Council Public Hearing #1 Presentation of City Manager's Proposed FY 2025 & FY 2026 Budget
January and February 2023	Review Commissions discuss applications.	5/21/24	City Council Public Hearings #2 FY 2025 & FY 2026 Budget Proposals
3/15/24	Deadline for All Review Commissions to finalize recommendations	6/4/24	Council Discussion on Budget Recommendation
3/22/24	Draft Annual Action Plan available for 30-day public review period	6/25/24	City Council Budget Adoption, including General Fund allocation amounts
<p>MEETING DATES/TIMES – Commissions may have to hold additional meetings or revise the above schedule. Check the City's website https://berkeleyca.gov/your-government for more details on Commission schedules and Council meeting dates/times. All dates are subject to change.</p>			

FY 2025 Available Funding

Funding sources and annual funding availability are listed in Table 2.

Table 2: Community Agency RFP Annual Available Funds by Funding Source

Funding Source	Proposed FY25
Childcare Mitigation Fee (CCMIT)	\$13,275
General Fund *	\$5,433,464
Measure U1	\$250,000
Measure E	\$1,653,260
Community Development Block Grant (CDBG)**	\$2,166,000
Emergency Solutions Grant (ESG)	\$208,342
Community Services Block Grant (CSBG)	\$160,000
CA Housing and Homelessness Program (HHAP)***	\$498,457
HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)***	\$547,139
TOTAL	\$10,929,937

* The GF includes the one-time use of Measure P for homeless services but excludes the Measure U1 housing retention funding

** Program income for CDBG is not included in the baseline estimate. However, recommendations for program income allocations will be considered by HAC and adopted as part of the Annual Action Plan.

*** The HHAP and HOME-ARP is a one-time allocation, not an annual allocation.

FY 2025 Available Funds by Funding Area and Commission

Each commission makes recommendations on a smaller portion of the available funding based on the funding area represented by their commission. Table 3 below shows the funding areas and amounts associated with each commission. The HAC will primarily be reviewing funding allocations for CDBG and General Fund, but will also be considering funding recommendations from the Homeless Services Panel of Experts (HSPOE) for homeless related applications that will be funded with CDBG, ESG and HOME-ARP.

Funding for subsequent years under this RFP is projected to be the same as in FY 2025. Should the amount of funding available in any subsequent year(s) be significantly different from FY 2025, the HAC will be tasked with recommending revised funding allocations for that year.

Table 3: Review Commission / Panel, Types of Services and Funds

Commission / Review Panel	Types of Services Considered by Commission/Community Experts	FY25 Estimate
Housing Advisory Commission (HAC)	<ul style="list-style-type: none"> - Fair Housing Services - Single Family Housing Rehabilitation - Workforce Development - Community Facility Improvement - COB Program Delivery 	<p>\$2,135,719</p> <p>CDBG, GF</p>
Human Welfare and Community Action (HWCAC)	<ul style="list-style-type: none"> - Disability Services (Measure E) - Health Care Services - Legal/Mediation Services - Senior Services - Other Services 	<p>\$2,276,526</p> <p>GF, CSBG, Measure E</p>
Homeless Services Panel of Experts (HSPOE)	<p>Homeless Services</p> <ul style="list-style-type: none"> - Alcohol and Other Drug (AOD) Treatment - Basic Needs (Drop-in Center, showers/laundry, lockers) - Benefits Advocacy - Coordinated Entry System (CES)/Housing Problem Solving/Street Outreach) - Emergency Shelter / Navigation Center (NC) (NC includes Rapid Rehousing and Housing Navigation Services) - Encampment Services - Housing Navigation Services - Homeless Prevention – Housing Retention Grants - Rapid Re-Housing / Flexible Subsidies (services and financial assistance) - Representative Payee Services - Street Outreach - Tenancy Sustaining Services - Transitional Housing - Workforce Development 	<p>\$4,833,223</p> <p>GF, CDBG, ESG, HOME-ARP, Measure U1, HHAP</p>
Youth Equity Partnership (YEP) Youth Review Panel	<p>Youth Equity Partnership</p> <ul style="list-style-type: none"> - Childcare and Kindergarten Ready - College and Career Ready - Successful in School - Healthy, Connected, and Resilient - Supported at School and at Home 	<p>\$1,684,469</p> <p>GF, CCMIT</p>

FY 2025-2028 Applications, Review Process & Recommendations

The HAC will review the applications. Each Commission/Review Panel will decide the best means for conducting the reviews (e.g., identify a subcommittee, divide applications across commissioners, etc.). In January, the commissions/review panels will host a joint public hearing to hear from the community on community needs and priorities.

Also in January, each identified commission member will receive instructions and a unique log-in to City Data Services (CDS) to view and score the applications based on the evaluation criteria.

The HAC will then review and develop funding recommendations based on information provided in agency proposals, performance evaluations, and any additional clarifying information submitted by agencies. If the review was tasked to a subcommittee, the full commission will still be responsible for preparing final recommendations to City Council.

The City Manager simultaneously prepares recommendations. If the City Manager's final recommendations are not aligned with the HAC, HHCS staff will provide information about the variance at the designated HAC meeting. It is possible that a special meeting would need to be scheduled.

All recommendations are finalized in March for the April 23, 2024 public hearing at City Council.

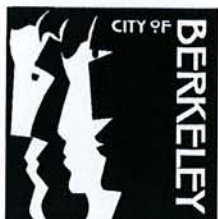
Final Steps

The final step in the review and recommendation process is for the HAC and staff to submit final recommendations for Council consideration during the Annual Action Plan Public Hearing at the April 23, 2024 Council meeting (date subject to change).

Again, thank you for your participation in this task which serves a considerable support to the City of Berkeley and its residents.

Attached:

1. *Avoiding Conflicts of Interest Under Section 1090 in the Context of Funding Recommendations*



Office of the City Attorney

June 4, 2015

To: Boards and Commissions

From: Zach Cowan, City Attorney 

Re: Avoiding Conflicts of Interest Under Section 1090 in the Context of Funding Recommendations

This office has been asked for advice as to the process for a board or commission should use to ensure compliance with Government Code section 1090 in making recommendations about funding community agencies or other potential recipients of City funds, including state and federal funds.

Government Code section 1090 states:

The Government Code prohibits public officers, acting in their official capacities, from making contracts in which they are financially interested. Government Code Section 1090 provides in relevant part:

Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members.

If the officer is a member of a legislative body that executes or finally approves the contract, this prohibition extends to the entire body on which he or she serves. *Thomson v. Call* (1985) 38 Cal.3d 633, 649, cert denied (1986) 474 US 1057. Section 1090 "also applies to members of advisory bodies, if they participate in the making of a contract through their advisory function." (Conflicts of Interest (Cal. Dept. of Justice, pamph. 2010), p. 57, See *City Council (San Diego) v. McKinley* (1978) 80 Cal.App.3d 204; 82 Ops.Cal.Atty.Gen. 126 (1999).) The word "made" is used in "the broad sense to encompass such embodiments in the making of a contract as preliminary discussions, negotiations, compromises, reasoning, planning, drawing of plans and specifications and solicitation for bids." *Millbrae Ass'n for Residential Survival v. City of Millbrae* (1968) 262 Cal.App.2d 222, 237.

"[S]ection 1090 is to be 'strictly enforced'." 88 Cal. Op. Att'y Gen. 106 (2005). "The consequences of a violation of section 1090 can be quite harsh: Where a prohibited interest is found, the affected contract is void from its inception and the official who engaged in its making is subject to a host of civil and (if the violation was willful) criminal penalties, including imprisonment and disqualification from holding public office in perpetuity..."

Eden Twp. Healthcare Dist. v. Sutter Health (2011) 202 Cal. App. 4th 208, 219-20; See 89 Cal. Op. Att'y Gen. 121 (2006).

The California Attorney General's Office has opined that an officer or employee of a nonprofit corporation that is a contracting party qualifies as a "financial interest". *Conflicts of Interest* (Cal. Dept. of Justice, pamp. 2010), p. 62. However, state law has excepted two categories of "financial interests" from the reach of Section 1090, generally referred to as "remote interests" and "noninterests." Section 1091, subdivision (b), defines a series of remote interests, including "(1) That of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Sec. 501(c)(3)),..." Both of the organizations at issue, BFHP and YEAH, are 501(c)(3) organizations, and the commissioners, respectively, fall into employee and board member roles with the two non-profits.

Government Code section 1091(a) provides a specific process for handling situations falling within the remote interest:

An officer shall not be deemed to be interested in a contract entered into by a body or board of which the officer is a member within the meaning of this article if the officer has only a remote interest in the contract **and** if the fact of that interest is disclosed to the body or board of which the officer is a member and noted in its official records, and thereafter the body or board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

Government Code section 1091(c) further conditions the remote interest exception as follows: "This section is not applicable to any officer interested in a contract who influences or attempts to influence another member of the body or board of which he or she is a member to enter into the contract." (Cal. Gov't Code § 1091.) See *Eden Twp. Healthcare Dist.*, *supra*, 202 Cal. App. 4th at p. 219-20 [Where an interest is remote, a board member may comply with section 1090 by (1) making full disclosure of the interest, noted in the entity's official records, and (2) abstaining from voting on the affected contract or influencing other board members in any way.]

The California Attorney General's Office has interpreted Section 1091 as requiring a full recusal process.

It is to be noted that section 1091 of the Government Code speaks in terms of a board authorizing, approving or ratifying a contract 'in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the officer or member with the remote interest.

This office has characterized the requirements of section 1091 as meaning that the member **must not only disclose his interest in the proposed contract and refrain from attempting to influence other members, but that the member should completely abstain from any participation in the matter.** (See 65 Ops.Cal.Atty.Gen. 305, 307 (1982).)

Such complete abstention would also appear to be required to insure compliance with the PRA if the remote interest also falls within the purview of the act as a financial interest. (See Gov. Code, § 87100; FPPC Reg. § 18702.)

67 Cal. Op. Atty Gen. 369, at p. 377, fn. 8 (1984); See 78 Cal. Op. Att'y Gen. 230 (1995) Under this process, simply voting to abstain is not sufficient. The officer must identify the scope of the contract "matter", and recuse him or herself from **all** discussions and actions that relate to the contract matter.

Section 36 of the City's Charter contains a prohibition that is similar to Section 1090:

No officer... shall be directly or indirectly interested in any contract, work or business of the City... No officer shall be in the employ of any public service corporation in the City or of any person having any contract with the City or of any grantee of a franchise granted by the City.

The City implemented Section 36 through BMC Chapter 3.64. Section 3.64.020.C further defines the recusal process for commissioners with a remote interest. "A ... member of a board or commission shall not be deemed to be 'interested' in a contract, work or business of the City if his or her relationship with the contracting party or entity constitutes a 'remote interest' within the meaning of Government Code Sections 1091 and 1091.5, the fact of such interest is disclosed to the department, board or commission of which he or she is a member and noted in its official records, **and the employee or member with such interest disqualifies himself or herself from participating in any manner, either directly or indirectly, in making or influencing any decision related to the contract, work or business of the City in which he or she has a remote interest.**"

What steps are required to comply with Section 1090 in any given case will depend on the potential conflicts that may exist. Some relevant factors are:

- Whether a commissioner is an employee of an agency that has applied for or might be a recipient of funding;

Avoiding Conflicts of Interest Under Section 1090 in the Context of Funding Recommendations
Page 4

- Whether a commissioner is a non-compensated board member of an agency that has applied for or might be a recipient of funding;
- Whether a commissioner is a bob-compensated board member of an agency that has applied for or might be a recipient of funding;
- Whether in any instance the agency with which a commissioner is affiliated is a 501(c)(3) nonprofit agency;
- Whether the agency with which the commissioner is affiliated is competing with other agencies for the same pot of funds or whether the funds have been divided up into sub-groups for different purposes before the commissioner becomes involved;
- Other, less foreseeable issues.

In order to avoid conflicts under Section 1090, the following rules should be observed. In addition, we strongly encourage commission staff to consult with this office before beginning any funding allocation process to evaluate the best way to avoid conflicts of interest under Section 1090.

1. If an agency with which a commissioner is affiliated is identified as a potential recipient of funds, either directly or as a subrecipient, the commissioner must disclose his or her affiliation for the record (it will be noted in the minutes) and recuse his or herself before any discussion. Recusal involves announcing the potential conflict, and then leaving the room until the discussion of and any action on the commission recommendations is concluded. A commissioner is affiliated with an agency if the commissioner is a board member, officer, or employee of the agency, or a family member is an employee of the agency.
2. If an agency with which a commissioner is affiliated provides services within a funding category recommended by the commission, and the recommendation implicitly suggests an allocation of funds for that agency or could reasonably be read to do so, the commissioner must recuse his or herself, as described in paragraph 1.
3. In discussing commission recommendations that do not fall within paragraphs 1 or 2 above, if an agency with which a commissioner is affiliated provides services that could be funded by a recommendation, the commissioner should be careful not to propose or mention his or her affiliated agency. If the commissioner does mention the agency, it will be disqualified from receiving any funds.

Health Housing and
Community Services Department
Housing & Community Services Division

MEMORANDUM

To: Housing Advisory Commission

From: Jenny Wyant, Senior Community Development Project Coordinator

Date: November 2, 2023

Subject: **Measure O Bond Impacts on Affordable Housing Development in Berkeley**

Summary:

In 2018 Berkeley voters approved Measure O, a general obligation bond that will generate up to \$135 million for affordable housing developments. As this report demonstrates, the funds have had a significant impact on the production of new affordable housing units; expanding the City’s Housing Trust Fund (HTF) portfolio and creating a robust pipeline of new housing developments.

Current Situation and Its Effects:

As of September 2023, \$109,520,339 in Measure O funds have either been committed (via an executed loan agreement) or reserved (by Council action) for specific affordable housing development projects. This is actually a \$1.9M decrease from 2022, as a portion of the Measure O funds for The Grinnell (formerly known as Blake Apartments) was replaced with the City’s HOME funds, which have an expenditure deadline. The projects with either committed or reserved Measure O funds are listed below:

Project Name	Address	Units	Measure O Funds	Status
Jordan Court	1601 Oxford	35	\$3,501,884	Completed
Berkeley Way – BRIDGE Affordable	2012 Berkeley Way	89	\$179,494	Completed
Berkeley Way Hope Center - Permanent Supportive Housing	2012 Berkeley Way	53	\$6,731,092	Completed
Berkeley Way Hope Center Shelter		44*	\$6,909,837	Completed
Maudelle Miller Shirek Community	2001 Ashby	87	\$12,932,000	Under construction

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Project Name	Address	Units	Measure O Funds	Status
The Grinnell (formerly Blake Apartments)	2527 San Pablo	63	\$7,266,032	Under construction
1740 San Pablo	1740 San Pablo	54	\$7,500,000	Predevelopment
BUSD Workforce Housing	1701 San Pablo	110	\$24,500,000	Predevelopment
BART sites	North Berkeley & Ashby BART	TBD	\$40,000,000	Planning
Measure O impact:		>535 units	\$109,520,339	

* Shelter beds

The Council also reserved \$17 million from the third issuance of Measure O (anticipated in 2025) for one or more of the pipeline projects listed in the table below. The final mix of funds for each project will be determined prior to the execution of the City’s loan documents.

Project Name	Address	Units	City Funding	Status
Supportive Housing in People’s Park	2556 Haste	119	\$14,359,593	Planning
St. Paul Terrace	2024 Ashby	50	\$12,250,000	Predevelopment
Ephesian Legacy Court	1708 Harmon	80	\$18,087,701	Predevelopment
Total City Reservations			\$44,697,294	

Together, the awarded, committed, and reserved funds account for \$126,520,339 in Measure O funds. More details about these projects can be found in the attached Measure O Projects spreadsheet.

Measure O’s Impact on the City’s Affordable Housing Portfolio

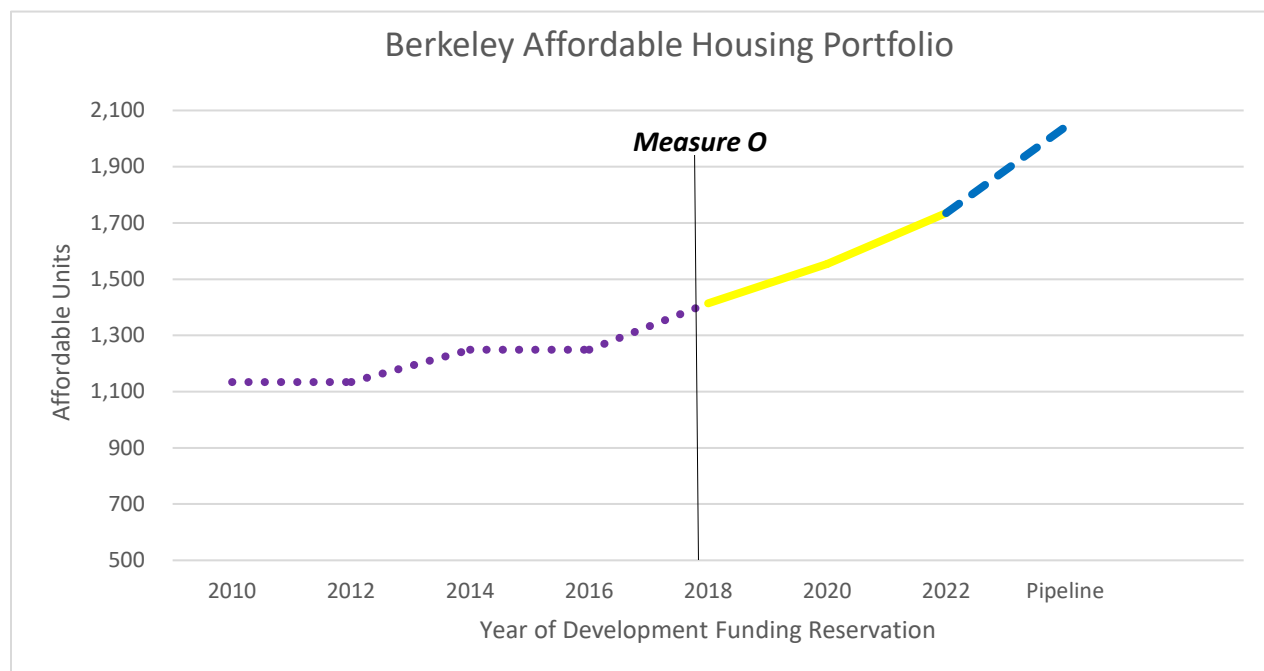
Measure O supplements the City’s HTF program, which pools Affordable Housing Mitigation Fees, Inclusionary Fees, Commercial Linkage Fees, Condo Conversion Fees, and entitlement funds from the federal HOME program.

Prior to Berkeley voters’ approval of Measure O, the City was able to fund no more than one new construction project every few years. The 15-unit Harmon Gardens project was completed in 2011, and the next affordable new construction project was the 42-unit Harper Crossing, which was completed in 2018. The City issued an HTF Request for Proposals (RFP) in 2019 through which Council approved funding reservations for five new construction projects, all supported with Measure O, including four (Jordan Court and the three Berkeley Way projects) that were completed in 2022.

*Measure O Bond Impacts on Affordable Housing Development in Berkeley
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The City issued another HTF RFP in 2021 as well as a Notice of Funding Availability for an educator housing project on Berkeley Unified School District (BUSD)-owned land, and through those processes added three new construction projects to the pipeline (all currently in predevelopment). In 2010, the City had approximately 1,134 apartments in its portfolio of restricted affordable housing units. With completed projects, active projects, and pipeline projects, the City is on track to nearly double its portfolio in the coming years to more than 2,000 apartments.

The following chart shows the growth in the City’s affordable housing portfolio since 2010, and the impact Measure O has had on increasing the City’s inventory of apartments affordable to extremely low-, very low-, and low-income households.



Leveraging of City Funds

The City’s affordable housing development funds are most often reserved early in the predevelopment process. This allows project sponsors to compete for state and federal funds. Typically, the City executes a loan agreement once all permits are ready to issue and full financing has been secured, a process which usually takes years. At times City funds are loaned at site acquisition. As a result, funds may be reserved or committed for years before they are expended.

Most affordable housing developments leverage the City’s investment with at least 5-7 other funding sources. Measure O-funded projects that are completed or under construction have secured an average of \$4.6 of other funding for every \$1.00 of City funds. Leveraging data for funded developments can be found in the attachment to this report.

*Measure O Bond Impacts on Affordable Housing Development in Berkeley
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Measure O Disbursements

Once Measure O funds are committed to a project, they are typically disbursed on a monthly (or less frequent) schedule when the project sponsor has incurred eligible project expenses as well as satisfied various conditions of the loan agreement. The project sponsor submits an invoice along with documentation of each expense, which is reviewed and approved by multiple City staff before funds are released.

As of September 15, 2023, the City had disbursed \$41,570,998 in Measure O funds through seven development loans. Four housing developments are complete (Berkeley Hope Center, Berkeley Hope Center Permanent Supportive Housing, BRIDGE Berkeley Way, and Jordan Court) and two are under construction (Maudelle Miller Shirek Community and The Grinnell). These represent a total of 221 units (including 44 shelter beds) completed with Measure O support to date, and another 150 currently under construction. The City supported 1740 San Pablo with acquisition funding, and the project is currently in predevelopment.

The City is working closely with the San Francisco Bay Area Rapid Transit District (BART) on the development of the Ashby and North Berkeley BART sites with a goal of restricting at least 35% of the new units for affordable housing. City Council reserved \$53M in funding for the developments in 2021 through Resolution 69,833-N.S. Of the total reservation, \$13M will come from Affordable Housing Mitigation Fees and \$40M will come from the third and fourth issuances of Measure O.

In late 2022, BART and the City selected a development team for North Berkeley BART site that includes three nonprofit developers – BRIDGE Housing, Insight Housing (formerly Berkeley Food and Housing Project) and East Bay Asian Local Development Corporation. The team is still in the early stages of planning, but anticipate developing four 100% affordable projects at the site. The exact number of units and affordability levels will be determined later in the process. Council will have an opportunity to review the proposed projects when the nonprofit developers request development funds from the pool of reserved funds.

Developing affordable housing with Measure O funds supports the Strategic Plan goal to create affordable housing and housing support services for our most vulnerable community members.

Background:

In November 2018, Berkeley voters adopted Measure O which allowed the City to issue up to \$135 million in bonds to fund housing for "low-, very low-, low-, median-, and middle-income individuals and working families, including teachers, seniors, veterans, the homeless, students, people with disabilities, and other vulnerable populations." As a bond measure dedicated to a specific purpose, Measure O required a two-thirds supermajority vote to pass. The measure passed with 77% of Berkeley voters voting in favor.

*Measure O Bond Impacts on Affordable Housing Development in Berkeley
November 2, 2023*

The City has issued Measure O bonds twice so far:

- In FY2020, the City issued \$38,000,000 in Measure O bonds. The cost of issuing these bonds, including bond counsel, was \$785,000. Net funds received were \$37,215,000.
- In May 2022, the City issued \$40,000,000 in Measure O bonds. The cost of issuing these bonds, including bond counsel, was \$432,800. Net funds received were \$39,567,200.

Measure O included provisions to establish an oversight committee as well as to conduct annual audits. The Measure O Bond Oversight Commission was first convened in April 2019. The Commission met seven times in 2019, one in 2020 prior to the pandemic, and again in February and March of 2021.

Subsequently, Council approved the assignment of Measure O oversight to the Housing Advisory Commission and dissolved the Measure O Bond Oversight Commission. The Commissions have reviewed requests for funding, made funding recommendations to Council, and received information about the status of funding reservations and commitments. Neither commission has produced its own report assessing the status of Measure O.

Finance contracted with an outside auditor to audit Measure O expenditures as required by the ballot measure. The first fiscal year including Measure O expenditures ended on June 30, 2021 and was the first year to be audited. The draft audit was completed on September 20th and had no findings.

Members of the public who are interested in learning more about Measure O funds as they are allocated and expended can consult the Housing Advisory Commission meeting agendas and materials online, and/or attend the Commission meetings.

Attachment 1: Affordable Housing Projects Supported by Measure O

<p style="text-align: center;">City of Berkeley Affordable Housing Projects Supported by Measure O Total Authorized Bonds = \$135M</p>										
Project Name	Project Address	Development Partner	Description	Units ¹	Affordability	Total Measure O Funds Committed or Reserved ²	Measure O Disbursements Through September 2023	Total City Funds Reserved	Projected Sources of Funds ³	Project Status
Projects with Measure O Commitments and Reservations										
BRIDGE Berkeley Way	2012 Berkeley Way	BRIDGE Housing	89 affordable homes and services for low- and very low- income families.	89	50-60% AMI	\$179,494	\$161,544	\$2,774,925	Measure O, HTF	Completed
Berkeley Hope Center	2012 Berkeley Way	Insight Housing / BRIDGE Housing	32-bed homeless shelter, 12 transitional beds for homeless veterans, a community kitchen and wrap-around services for mental health, substance abuse, job training and social activities.	44	0-30% AMI	\$6,909,837	\$6,652,191	\$16,964,507	Berkeley's Housing Trust Fund (HTF), Measure U1 ⁴ (U1), Measure O	Completed
Berkeley Hope Center Permanent Supportive Housing	2012 Berkeley Way	Insight Housing / BRIDGE Housing	53 permanent supportive housing apartments.	53	0-30% AMI	\$6,731,092	\$6,721,092	\$7,727,630	Measure O, HTF	Completed
Jordan Court	1601 Oxford Street	Satellite Affordable Housing Associates (SAHA)	34 affordable studio units for seniors. 12 units will also be set aside for formerly homeless households.	35	20-60% AMI	\$3,501,884	\$3,501,884	\$6,026,927	HTF, Measure O	Completed
Maudelle Miller Shirek Community	2001 Ashby Avenue	Resources for Community Development (RCD)	86 apartments for families and individuals. 12 units will also be set aside for formerly homeless households.	87	20-80% AMI	\$12,932,000	\$11,225,017	\$17,000,000	Measure O, U1, LHFTF	Under Construction
The Grinnell (formerly Blake Apartments)	2527 San Pablo Avenue	SAHA	21 studio units, eight one-bedroom units, 33 two-bedroom units and one three-bedroom manager's unit. 12 units are prioritized for people with an intellectual or developmental disability.	63	30-60% AMI	\$7,266,032	\$7,266,032	\$12,000,000	Measure O, U1, State Local Housing Trust Fund (LHFTF)	Under Construction
1740 San Pablo Avenue	1740 San Pablo Avenue	BRIDGE Housing	53 new affordable homes for families	54	30-60% AMI	\$7,500,000	\$6,043,238	\$7,500,000	Measure O	Predevelopment
Berkeley Unified School District (BUSD) Workforce Housing Development	1701 San Pablo Avenue	BUSD/SAHA/Abode	Approximately 109 homes in a five to six story building. Employees of BUSD and their households will have a leasing preference.	110	30-120% AMI	\$24,500,000	-	\$24,500,000	Measure O	Predevelopment
BART Sites	Ashby and North Berkeley	TBD	TBD	TBD	TBD	\$40,000,000	-	\$53,000,000	Measure O, HTF	Planning
Measure O Impact				>535	New Units	\$109,520,339	\$41,570,998	\$147,493,989		
Projects with City Funding Reservations										
Supportive Housing at People's Park	2556 Haste Street	TBD	118 affordable units with 62 units set aside for formerly homeless households.	119	10-50% AMI	FR ⁵	-	\$14,359,593	TBD	Planning
St. Paul Terrace	2024 Ashby Avenue	Community Housing Development Corporation (CHDC)	49 affordable units, including 11 studios, 6 one-bedrooms and 17 two-bedrooms, and 15 three-bedrooms.	50	30-60% AMI	FR	-	\$12,250,000	TBD	Predevelopment
Ephesians Legacy Court	1708 Harmon Avenue	CHDC	79 one-bedroom units.	80	30-60% AMI	FP ⁶	-	\$18,087,701	TBD	Predevelopment
				249				\$44,697,294		

¹ total units, including managers' units

² committed = in contract, and reserved = set aside for a particular project

³ the final mix of funds is determined at loan closing

⁴ General Funds generated pursuant to Measure U1

⁵ Funding Reservation that the City Council has approved from currently available affordable housing funds and from forward reservations of up to \$17 million from the third issuance of Measure O bonds and \$2.5 million in FY2023 general funds generated pursuant to Measure U1

⁶ Funding Prioritization by City Council prioritizing future housing funds (including but not limited to HTF and Measure O funds)

Leveraging of Measure O/City Subsidy						
Project Name	Project Budget	City Funds (including Measure O)	Non-City Funds	Leveraging Ratio	Non-City Sources	Notes
BRIDGE Berkeley Way	\$ 62,563,741	\$ 2,774,925	\$ 59,788,816	22.5	A1, AHP, AHSC, Tax Credits, TE Bond	Average leveraging ratio for Berkeley Way as a whole = 4.4 BRIDGE and BFHP spread the City subsidy amongst the three projects, but prioritized the shelter portion for City funding due to limited sources for that type of housing.
Insight Housing Hope Center	\$ 19,917,041	\$ 16,964,507	\$ 2,952,534	1.2	A1, BFHP	
Insight Housing Hope Center Permanent Supportive Housing	\$ 39,589,497	\$ 7,727,630	\$ 31,861,867	5.1	A1, Boomerang, AHSC, NPLH, SHMHP, Tax Credits, TE Bond	
Jordan Court	\$ 24,961,105	\$ 6,026,927	\$ 18,934,178	4.1	A1, AHP, NPLH, Tax Credits, TE Bond	
Maudelle Miller Shirek Community	\$ 86,930,256	\$ 17,000,000	\$ 69,930,256	5.1	AHSC, IIG, NPLH, Tax Credits, TE Bond	
The Grinnell	\$ 52,284,217	\$ 12,000,000	\$ 40,284,217	4.4	AHSC, DDS, HCD Accelerator, IIG	

From: [Leah Naomi Gonzales](#)
To: [Housing Advisory Commission](#)
Subject: 2580 Bancroft Way #210 Berkeley CA 94704
Date: Wednesday, October 11, 2023 11:38:20 PM
Attachments: [Berkeley PD - Unit 210\(1\).pdf](#)
[2023.10.9.CDL.pdf](#)
[2580 Bancroft Way #210 Notice of Violation 07-27-22.pdf](#)
[2580 Bancroft Way #210 Notice of Initial Inspection Results 03-14-22.pdf](#)
[FW 2580 Bancroft - BMR S8 lease up \(2\).pdf](#)
[20220126_200800~5.mp4](#)
[20211214_150910.mp4](#)
[long_screenshot_of_letter_from_my_childs_dr](#)
[20220125_151813.mp4](#)

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

I read the email that the commission received from Jenny McNulty the Resilient Buildings Program Manager Planning Department, City of Berkeley; discussing what she sees as having occurred here at The Standard at Berkeley.

I am including the body of that email in order to highlight my concerns with how the city handles and reports on its efforts for housing Code enforcement inspections.

From: McNulty, Jenny Sent: Thursday, August 24, 2023 12:38 PM To: Housing Advisory Commission <HAC@berkeleyca.gov> Subject: For HAC Packet: 2580 Bancroft Way #210 Berkeley 94704

Dear Housing Advisory Commission,

Here is a summary of housing code enforcement activity at 2580 Bancroft Way #210, along with the current status of the case.

On December 14, 2021, Housing Code Enforcement received a request for an inspection at 2580 Bancroft Way #210, submitted by tenant Leah Naomi Gonzales. Staff opened Housing Code Enforcement case (H2021-02890) and mailed a notice to the owner and tenant on December 17, 2021, notifying them of the initial inspection scheduled for January 3, 2022. Supervising Housing Inspector Brent Nelson performed the initial inspection on January 3, 2022. [This inspection did not occur.](#)

The tenant was not present and two further initial inspections were performed, on Jan 26 and January 28, 2022.

[I was only aware of one of these inspections. I believe it was January 26th 2022. I have not seen two reports for these dates and do not know what the purpose or outcome of the 2nd inspection was.](#)

Inspector Nelson also performed the three reinspections between May and July of 2022. He has subsequently retired. The case became Senior Housing Inspector Freddie Mares' case in February 2023. Because we changed inspector areas and had staff turnover, three other housing inspectors inspected the unit in between (Jay Marlette, Bill Pace and Sloan Fidler) and all concurred with the violations.

[I believe Frank Darling did one inspection as well although several inspections records do not name any of these inspectors. The reports remained in Brent Nelson's name until Freddie Mares stepped in.](#)

The Notice of Initial Inspection Results identified 14 violations and one notation.

[This information is false.](#)

[The first inspection resulted in **21 violations.**](#)

[The building itself has multiple violations that were noticed. It also had violations that did not](#)

get listed. Substantial violations that should have been included, such as foundation buckling and cracks throughout. There was visible signs of foundation failure and shoddy repair attempts or coverup efforts of some. There were visible holes in the foundation walls as well. The existence of violations outside of my unit, shows that there were Substantial issues occurring, that were not being addressed.

I strongly believe that these violations noted or otherwise, should be viewed as building or construction failures, failure to build correctly or with the correct materials and failure to build according to planning and construction laws.

Some of these violations are legally recognized as substandard or dangerous conditions. They should have been addressed immediately. Since they included violations that occurred outside of my unit and should not have been included in any excuses or claims made by landlord that I was refusing to allow repairs.

During reinspections, new housing violations were added after the tenant asked to address additional concerns and the housing inspector verified them as housing violations.

The fact that the number of violations grew with each subsequent inspection should have been viewed as landlord failure to repair and furthering of substandard and dangerous conditions. The dangers exist for the entire building.

Housing Code Enforcement has assessed the owner \$4,200 in reinspection fees. The city's belief that by assessing fees to owners, they are somehow able to get owners to do repairs; is a dangerous one. These dangers were proven by the deaths of 8 people when a balcony collapsed at Library Gardens on Kittredge.

It is a fatal flaw for the city to believe it is meeting its level of responsibility and role in housing safety code enforcement procedures.

Aside from the dangers to life, this also denies the tenants, any real supports needed.

The fact that these inspections repeated on an almost monthly basis for the course of a year, without any substantial results; should be a sign for the city to recognize that it is failing in enforcement efforts.

However the city chooses to continue in the same vein, year after year.

It's level of effort is aligned with its unwillingness to push owners and landlords, take a solid stance on building safety and repairs, which is needed to ensure our city's structures are habitable and safe.

Much of our city's housing stock is in one state of decline or another. With mold being the mold/fungus/building rot; being the most prevalent issues.

The owner's representatives have claimed that numerous requests were given to the tenant to allow maintenance workers to perform repairs at the unit and that the requests have been denied by the tenant.

This statement is not only completely untrue, but it is also one of the most poisonous for my situation as the tenant who is being harmed.

It is also one that the city actively makes, regularly, despite knowing that it enables landlord/owner refusals to repair and provide habitable housing.

It is a city created trifecta, designed to blame the tenant and protect the landlord/owner and the city from what it knows is responsibility it shares with them for intentional failure to repair and unsure safe habitable housing. The Trifecta consists of the Rental Housing Safety Program, the Police Department department/Fire Department and the landlord/owner.

Based on the verbal stance of the officers I've engaged with for these, oh-so-lovely occasions; I do not feel that they are fully complicit in these acts of subterfuge.

From their statements made to me at the time, they either fully understood and agreed with my position; or in the case of the first police call, eventually recognized the manipulations and future harms they were being used to cause me as the tenant. In both instances the officers ended the calls by telling the property managers to not call them for these issues again and to

figure out how to come to an agreement like adults.) For clarification, I was not the reporting party and did not initiate police involvement. Although I later learned that it is my right, one I should've been aware of and informed of and been able to use. This right is necessary because a landlord/owner who refuses to provide safe and habitable housing, is one who is actively choosing to cause harm to their tenants. This is a crime according to state and federal laws. During the investigation that occurred over the last year with the State of California Civil Rights Department, I was asked if I had contacted the police to report the harms we were being forced to live with.

Evidently it is viewed as a sign that a tenant is justified in their position, if they are forced to call police for help.

I did however call the fire department for that same reason and because city of Berkeley code, states that the Fire Marshal or Building Official are the only persons who can make the decision to require temporary relocation due to habitability or substandard conditions being present or if the scope of work needed for repairs would impede the tenants right to safe and peaceful or quiet enjoyment housing.

I was also fully unaware of this process until I had repeatedly asked Jenny McNulty's department and the inspector Brent Nelson about why the relocation aspect of the violations report was not included.

After receiving no response to my queries, I contacted the city's relocation department myself to ask for their help. That is when I was informed of the real truth about the city created process for temporary relocations.

The owner sought the assistance of the Berkeley Police Department by requesting a civil standby during one of the attempted repairs. As stated in the police report, the tenant stated that building management has been sending messages requesting entry into the apartment, but she denies them access.

I am including a link to the report itself as well as screenshots at the bottom of this email.

It should be noted that the officer stated he had on his body worn camera, obtained my verbal recorded statement and summarized my statement.

I appreciate his summary and I do believe he was able to retain the merits of it.

I also appreciate his summary of the landlords statements when the call was made.

This is the report verbatim:

INCIDENT REPORT On January 18th, 2023, I was assigned as a BPD patrol unit IA6 and drove a marked BPD patrol vehicle. At approximately 1015 hours, I was dispatched to a call regarding a civil standby at Durant Avenue. (Incorrect street name)

Shortly after, I arrived at the location and activated my body-worn camera before speaking with (IP) Dylan Tevlin and obtained Tevlin's verbal recorded statement.

Tevlin stated the following in summary:

We have been having an issue with one of our tenants. The tenant lives in apartment and has been refusing us access to her apartment for repairs. We have sent multiple emails and letters to her requesting permission, but she has replied with a refusal. We have been fined weekly by code enforcement because we have not resolved the issue. Please stand by with my maintenance workers as we attempt to knock on her door to gain access.

The tenant (later identified as (IP) Leah Gonzalez), had been very unreasonable and would always yell at us whenever we attempted to enter.

Once Tevlin finished his statement, we knocked on the apartment door. Leah Gonzalez answered the door shortly after and I contained her verbal recorded statement.

• Gonzalez stated the following in summary: • On January 18th 2022, my apartment was flooded by sewage due to the poor plumbing in the building. I requested that management is responsible for relocating me while they do repairs to my apartment.

The management refuses to relocate my son and me to another location. During the summer of 2022 i had to relocate my family for an entire month because mold had developed in our apartment and was getting us very sick.

My apartment has no windows, making it very hard to ventilate it. My son has been sleeping on the living room since the flooding. His bedroom door is locked and sealed with tape to prevent any toxic fumes from emitting from the bedroom into the rest of the apartment. apartment.

The building management company has been sending me messages requesting entry into my apartment however I deny them access. I deny them access because they want to want to repair the problem while I am at home and still living inside the apartment.

The mold and mildew are inside my sons bathroom on a wall joined with my kitchen. They will have to demolish the entire wall for his bedroom and bathroom if repairs are to be done.

I cannot live here while they do the construction. My son and I are very ill due to the mold and mildew buildup.

I filed many reports with code enforcement and have all the documents. Unfortunately I will not give them access to my apartment today because I believe they will cover up the mold with "sheetrock."

Once Gonzalez finished her report, I provided her with a report receipt. I also took photos of the mold and mildew build-up inside her apartment. Additionally, I took photos of a few documents of filed report . I later uploaded the photos to evidence.com.

Nothing further

The police report documents both the denied access and the tenant's concerns related to repairs.

I find it very disturbing that she read this report and the construed it to be a report the finds fact in the landlords claims.

As I read this report and based on what the officers said while inside my apartment, I did not see them as accepting the landlords reported accusations as valid.

If anything I found they agreed with my assertion of my rights as a tenant and as a mother to protect him and I as much as possible.

I see no statement from the officers that alludes to them agreeing with one or the other.

It would be interesting and informative to see the body cam video.

More interesting to see the video from the police call one year prior on January 19th 2022.

That one should have the manager whispering behind the cameras viewpoint about my having no rights.

I requested that video but was denied due to a supposed ongoing investigation.

I find it very disturbing that a police report and visit was done exactly 1 year after the damages and sewage flooding began. Not occurred. Began.

Sewage flooding began on January 18th 2022 and continued on for 8 days.

During that time maintenance and management refused to address the cause or help with the sewage cleanup or relocate us to a temporary unit.

During that time, before and after; multiple other units in the building failed and flooded as well. All units were initially separate in occurrences, but eventually it became too many to separate one from the other for cause. On the day my unit flooded, 3 others flooded before or around the same time.

I was not made aware of this and did not learn it for several weeks after.

What maintenance and management's did on January 18, 2022 and forward was horrifying. The day it started I was in immediate contact with the office begging for maintenance and asking that management relocate us. It was not a small amount of sewage and was not stopping.

It was gut wrenching nauseating mind numbing awful. With no windows to open or door to get fresh air.

I was ignored.

I have photos, videos and audio recordings showing I allowed everyone in and allowed repairs to be done.

I have video showing the manager being the person who ordered the repairs to be stopped. Video that shows her verbally stating she will not relocate us because they "have no section 8 units."

That video was made 8 days after the sewage began.

She made that statement when the remediation crew stated they'd found mold inside the walls and we needed to definitely finally be relocated for the remediation and subsequent repairs. She then ordered them to stop the work because she had not really wanted it done. She simply wanted them to be present in order to make the Housing Authority inspector think repairs were being done.

Our apartment is in the exact same condition as it was on January 25th 2022 when she ordered the work stopped. And left us suffering in toxic hell.

This same treatment was not afforded to the other tenants whose units flooded.

Each time after that tenants were immediately moved to different units.

This was made evident in the emails I received from a public records request.

Emails between the person who made the January 2023 police call and lied completely, Dylan Tevlin and City of Berkeley BMR Misty Garrett.

Dated November 2022.

10 months after flooding began.

Dylan contacted Misty to request information as to whether or not relocation of section 8/ BMR tenants was allowed for repairs.

In other emails eight here she asked if 2 other inclusionary units here were still empty.

Dylan stated that both units were occupied by non-subsidized non-BMR non-section 8 tenants. Because their units had flooded and were being repaired. Subsequent emails noted it had been approximately 2 months between and the repairs were still not completed and both units were occupied by those same people.

All told this was probably about 4 months of occupancy in inclusionary units by non-eligible tenants. At the time my unit flooded one of those units, 307, was temporarily housing a shelter-plus-care tenant whose unit had been declared condemned by the city for unknown reasons.

His relocation to 307 went from December 2021 until at least June or July 2022.

It was probably right after he left 307, that the non-eligible tenants were moved into it.

The other unit was 414, I think a 4-bedroom 4-bathroom.

What nobody seems to acknowledge with all of these refusals, denial of rights, malignant of my character and outright lying to cause me trouble, non-efforts and half-attempts only on paper, by the landlord; along with the clear concerted efforts to enable it all done by the city and housing authority; is the basic facts...

This building was built incorrectly. It developed substantial problems immediately upon opening for occupancy, none of those problems were addressed at all or for a very long period of time or correctly.

The city and the owner were fully aware of all of these things. I know because I made sure to make them aware.

Everytime I found an area flooding with gushing water from pipes or out of walls or lights or electrical outlets; I made sure to inform everyone that should be informed.

And yes, I did so because I was absolutely disgusted with the fact that I had been forced to accept this "housing offer" from the city.

To force someone to move into a place that they clearly have a problem moving into, that they have clearly proven will cause them further harm; is evil.

But to then force that person to remain in that place, and watch as it all blows up around them is cruel.

What we have experienced here is the definition of abuse of power.

Examples of that abuse are clearly visible in the next part of Jenny McNulty's email.

After the owner submitted a copy of the police report confirming the tenant denied access to the owner to make repairs, the housing inspector put the case in office reviews, meaning that re-inspections and fees were put on hold until such time that the tenant provides the owner access to perform the repairs. After repairs are completed, the housing inspector will schedule an inspection to verify that all violations were corrected properly including the removal of the visible mold.

Sincerely, Jenny McNulty Resilient Buildings Program Manager Planning Department, City of Berkeley Tel: (510) 981-7451 Email: jmcnulty@berkeleyca.gov

She makes these statements as if it is completely OK for all of them to allow a year's worth of harms and refusals to repair; to occur.

She does not allude to anything even potentially being incorrect about accepting the landlord's statements as complete fact. She makes this police report look as if it is the best answer to why no one did anything right here or held their department and the landlord accountable for the length, depth and width of what transpired between 10/15/2021 and the date she sent that email to the HAC commission.

As far as she's concerned each of them involved, worked cohesively to create a finalized outcome. One that caused none of them any effort or harms or accountability.

She makes it seem completely right for any of this to have occurred.

Most importantly she does not at all discuss the issue of relocation requests or need.

She does not acknowledge anything that was connected to that aspect such as Dr.'s letters that state the dangers of mold exposure and sewage contamination and state we should not be forced to live in that environment nor forced to live in the repairs that should be done to those things.

She does not mention that the State Public Health department attempted multiple efforts to advise her and her department and other Berkeley departments on the laws regarding mold, remediation, sewage and health needs. Laws that state tenants must be relocated.

She does not address the fact that she, and other Berkeley departments such as the public health officer, the City attorney and the landlord all met to make the describing that relocation was not necessary.

Against those 3 very important contacts directing them to do so.

All 3 sources for us made those contact efforts within the first month of the sewage flooding.

She does not acknowledge the fact that I was very willing to allow repairs, did allow repairs

and was not trying to stop anything. Except for further harm to our health and well being. She doesn't mention the numerous times when the landlord stated no relocation was allowed. She does not acknowledge that the landlord stated repeatedly that the scope of work they intended to do was

1. To replace the missing drywall.

That's it.

With the last inspection reporting totalling 27 violations not all of which were inside my unit, she never once said "by the way; that scope of repairs is incorrect and doesn't justify your course of action with this tenant. Nor meet the violations repairs requirements."

She does not mention that there is nothing said about permits for demolition and construction, plumbing, electrical repairs.

All required for these violations.

She does not mention that in her efforts to sidestep explaining herself to HUD or others; she finally replied to my requests for relocation assessment need, by emailing me a vague referral to Berkeley's rent stabilization board and Berkeley's relocation department.

She doesn't mention that she was already aware that the relocation department could not act unless her department included it in the inspection report.

She really does not acknowledge that the lease I have with the landlord, states we should be relocated temporarily for repairs. A right they denied me and she enabled by also denying me. None of these entities or businesses involved have acknowledged that I have the full justified right to expect safe and habitable housing, timely repairs.

And if I and our Dr's and the State health department say it's not healthy to force us to stay in here with mold or repairs; then dammit; she and everyone else should've enforced the laws.

The one thing she did with this email and others she has sent to outside entities; was create a false paper report blaming me and justifying all else that has occurred and will occur.

She is not alone in these acts.

The housing authority has done the same.

So has the law firm it hired to fight against my concerns and others.

The same law firm that the rent board recently contracted with. Goldfatb and Lipman.

All have written letters, emails, stated false claims against me and furthered others efforts to spread false light as well.

Unfortunately I am now writing this to let you know that their intended effects have succeeded.

The state Department of Fair Employment and Housing/ CalCivilRights has closed the investigation and complaint it had accepted and started on my behalf.

The main cause of the closure was official informations such as this letter from Jenny McNulty.

Despite more than enough evidence, that proved my position; it was all ignored in the face of more official informations such as police and city reports.

This leaves me with absolutely no hope or options.

The housing authority was allowed to terminate my voucher on September 30th 2023.

The landlord gets away with falsley assessing me for at least \$28,000 or more if they decide to be really mean now that the state handed them our lives on a rope.

So that's all for now.

Please forgive me. I have to go help a 90 year old section 8 tenant, one of Berkeley's few remaining long time black tenants; who's being illegally evicted based on false records saying she didnt pay her rent. The returned rent payments mustve not been recognizable as actual money to the new landlord. from the home she has lived in since 1971.

Despite an open code enforcement case against her landlord.

She won't get any help from city departments either.
Even though the inspection notice her landlord posted last week said the reason for inspection was to sell the property.
It turns out I am not the only low income renter in Berkeley who's being negatively affected by how this city runs itself.
I personally can wait till forever, to see her in a tent. Next to ours.
Leah Naomi Gonzales



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

October 9, 2023

Via Email: theosmama2012@gmail.com

Leah Gonzales
2580 Bancroft Way #210
Berkeley, CA 94704

RE: Closure Determination and Request for Additional Information
Case Number: 202208-18014823
HUD Number: 09-23-2518-8
Case Name: Gonzales / Berkeley Housing Authority et al.





Dear Leah Gonzales:

Your allegations of discrimination against the above referenced Respondent and/or Co-Respondent(s) have been filed with our Department and with the U.S. Department of Housing and Urban Development (HUD), if applicable.



CRD investigated the complaint to determine if Respondent(s) violated the Fair Employment and Housing Act.

CRD has determined that based on an analysis of the facts and circumstances which you alleged; your complaint will be closed for the following reason: **Insufficient Evidence**. If you disagree with this determination, you must provide more information to substantiate your allegations **within ten (10) calendar days** from the date of this letter. Please provide any new detailed information or evidence (i.e., documents, records, witness information) that support your claim. Specifically, respond to the statements or questions below.

Summary of Allegations:

-  You alleged you were denied a reasonable accommodation due to your disability. On or around September 2021, you allege you made multiple reasonable accommodation requests to be relocated to another unit due to ongoing mold issues; however Respondents denied the
-  allegations. In addition, you allege you were subjected to restrictive rules due to your familial status. On or around February 2023, you allege Respondents began enforcing rules that
-  children must be supervised and accompanied by an adult while in the building. You allege this rule disproportionately affects families with children. Finally, you allege you were subjected to discriminatory statement of preference due to your source of income (Section 8). On or around September 2021, you allege after inquiring about a balcony, Respondents told you balconies
-  are not provided for tenants with Section 8.

Summary of Respondent's Defense:

-  Respondents deny the allegations you were denied a reasonable accommodation to be transferred to another unit, assert they made significant effort to enter the unit to remediate the
-  unit and relocate you. Respondents assert January 18, 2022, they sent maintenance personnel and their vendor to reports of a clogged toilet; however, you did not grant access and proceeded to yell at maintenance employees and the vendor. Respondents assert you failed to grant

Closure Determination and Request for Additional Information
October 9, 2023
Page 2 of 3

access January 20, 2022, January 21, 2022, February 7, 2022, denied offers to relocate, and denied a buyout option. Respondents deny the allegations they have or enforce any discriminatory rules against children and denies your child has been subject to any policy required you to supervise and/or accompany him at all times on the property. Respondents deny they discriminated against your source of income. Respondents assert the City of Berkeley requires 11 residential units be set aside to provide affordable housing to low-income tenants, 5 of which are available to Section 8 tenants. Respondents assert they have no record of your request in September 2021 for a balcony unit and assert the final unit with a balcony was rented May 19, 2021.



Investigative Findings:

During the investigation, the Department interviewed you, Respondents, and your witness. In addition, the Department reviewed documents submitted.

The Department investigated if you were denied a reasonable accommodation due to your disability. During a telephonic interview, you asserted Respondents refused to relocate you to another unit. However, documents reviewed support Respondent's position you were offered a lease buyout and transfer, but you declined the offer. During the investigation, you were asked to submit evidence supporting your allegations; however, information submitted was not sufficient. Finally, while the Department did interview your witness, information gathered was not sufficient to support the allegations. Therefore, based upon the above, there is insufficient evidence to suggest you were denied a reasonable accommodation.

The Department investigated if you were subjected to restrictive rules due to your familial status. During a telephonic interview, you relayed you have not received any fines, fees, or notices due to your child. Furthermore, you relayed you had no evidence to support the allegations. Finally, during a telephonic interview, Respondents asserted you did not make any complaints or reports of familial status discrimination. Therefore, based upon the above, there is insufficient evidence to suggest that you were subjected to restrictive rules.

The Department investigated if you were subjected to discriminatory statement of preference due to your source of income. During a telephonic interview, you stated you were unaware of the name of the employee who stated balconies are not provided to residents with housing vouchers. During a telephonic interview, Respondents asserted all balcony units were rented by August 2021 and have no record of your request for a balcony unit. During the investigation, you were asked to submit evidence supporting your allegations; however, to date, no information has been submitted. Therefore, based upon the above, there is insufficient evidence to suggest you were subjected to discriminatory statement of preference due to your source of income.

The new information that you provide will be carefully considered. If you do not provide more information which substantiates your allegations **within ten (10) calendar days, October 19, 2023**, your complaint will be closed, and you may file a private lawsuit.

You can provide the information by telephone, mail, or e-mail. If you choose to mail your response, please include your case number **202208-18014823** and mail it to the **Civil Rights Department, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758**

Sincerely,

Closure Determination and Request for Additional Information
October 9, 2023
Page 3 of 3

Ryan Vogel

Ryan Vogel
Associate Governmental Program Analyst
916-964-1985
ryan.vogel@calcivilrights.ca.gov



Planning & Development Department
Building & Safety Division
Housing Code Enforcement

March 14, 2022

First Notice of Violation
Initial Inspection Results
APN: 055 187701902
Case #: H2021-02890

MARK AT BERKELEY LLC
PO BOX 130339
CARLSBAD, CA 92013-0339

Subject: **NOTICE OF VIOLATION
PURSUANT TO THE BERKELEY HOUSING CODE, BMC CHAPTER 19.40
BUILDING AT 2580 BANCROFT Way #210, BERKELEY, CALIFORNIA**

Dear Owner(s):

The above subject building was inspected on January 28, 2022. At that time it was determined the building is in violation of the Uniform Housing Code as adopted by the City of Berkeley (BMC Section 19.40.020). Attached to this letter is a list of the violations identified during the inspection.

As owner of the property you are responsible for repairing all identified violations. The City will allow a 30 day grace period at which time the repairs must be made and any building permits issued. A reinspection to determine compliance with this Notice has been scheduled. At the time of the reinspection we expect to have access into the building and where applicable, the unit.

Date: **Monday, May 16, 2022**
Time Window: **AM = 9:00 am - 12:00 noon**
 PM = 12:30 pm - 4:00 pm

The inspector will arrive to conduct the scheduled inspection during the time window. The inspector's actual arrival time will be determined by their daily schedule. You may contact the inspector before 9:00am the day of the inspection for a narrower time window.

Please note: This letter is not a substitute for the requirements set forth in California Civil Code 19.54 for entering the unit and you are still required to provide your tenant proper notification.

Be advised there will be no charge for this reinspection if it is determined that all violations have been corrected. If they have not been corrected, you will be charged in accordance with the enclosed fee schedule.

Moreover, subsequent inspections will be conducted every 30 days for which you will be charged the appropriate inspection fee. If you do not complete the repairs required, you may be subject to a Notice of Violation filed with the county, and ultimately served with a citation, which can result in the imposition of fines. Therefore, it is in your best interest to obtain any necessary permits and complete the repairs within this grace period. Permits can be obtained at:

Permit Service Center
1947 Center Street, 3rd floor
Berkeley, CA 94704
Phone: (510) 981-7500
www.cityofberkeley.info/permitservicecenter

If you have any questions concerning this Notice, please contact me at (510) 981-5444.

Sincerely,



Brent Nelson
Housing Inspector

Enclosure(s)

cc: Tenant
LANDMARK PROPERTIES, 2580 BANCROFT WAY, BERKELEY, CA 94704

Note: As a cost-saving measure, many City offices and services will be closed on the 2nd Friday of the month. For a full list of holiday and reduced services days please visit the City's web site at www.cityofberkeley.info.

CITY OF BERKELEY
Housing Code Enforcement
1947 Center Street, 3rd floor
Berkeley, CA 94704
(510) 981-5444

Case Details

Page 1

Date: 3/14/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

Of the original 15 violations, 0 have been cleared.
The remaining violations are:

1. Mechanical/Utility [2nd Floor Trash Chute Room], Floor, Damaged
The finish floor is not damaged however, the baseboard mastic was noted to have failed and the baseboard is no longer attached to the wall. To correct, repair, replace or reinstall the existing cove base baseboard. BMC 19.40, SEC. 601.3
2. Mechanical/Utility [2nd Floor Trash Chute Room], Door, Damaged
The door is fine however the automatic door closer was noted to be non-operational. To correct, repair or replace door closer and ensure the door closer closes the door as designed post repair or replacement. BMC 19.40, SEC. 505.6
3. Kitchen [Kitchen of Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the sink base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening. BMC 19.40, SEC. 601.3
4. Bathroom [Bathroom to the right/East when entering Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the Lavatory base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening(s). BMC 19.40, SEC. 601.3
5. Bathroom [Bathroom to the right/East when entering Unit 210], Shower/Tub Enclosure, Caulking
Caulking around the bathtub rim is deteriorated. To correct, remove deteriorated caulking and re-caulk. BMC 19.40, SEC 505.7
6. Bedroom [North Bedroom in Unit 210], Floor, Carpet - Damaged
The carpet is damaged. To correct, repair or replace carpet. BMC 19.40, SEC. 601.3
7. Bedroom [North Bedroom in Unit 210], Wall, Damaged
The sheetrock was noted to have been removed from the base of the South bedroom wall. To correct, patch and paint walls. BMC 19.40, SEC. 601.3

Case Details

Page 2

Date: 3/14/2022
Case Number: H2021-02890
Subject: 2580 BANCROFT Way 210

8. Bathroom [Bathroom off the North Bedroom in Unit 210 @ South bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Kitchen wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3
9. Bathroom [Bathroom off the North Bedroom in Unit 210 @ East bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Living room wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3
10. Bathroom [Bathroom off the North Bedroom in Unit 210], Floor, Damaged
The finish floor is removed. To correct, replace finish floor and restore the moisture protection provided by the finish materials. BMC 19.40, SEC 601.3
11. Bathroom [Bathroom off the North Bedroom in Unit 210 @ all walls], Wall, Damaged
The sheetrock was noted to have been removed from the base of the walls within the bathroom. To correct, patch and paint walls. BMC 19.40, SEC. 601.3
12. Bathroom [Bathroom off the North Bedroom in Unit 210], Faucet, Inoperable
The lavatory cabinet, sink and faucet were noted to have been removed from the bathroom. To correct, repair, replace all three, restore hot and cold water, ensure proper operation as well as no water leaks. BMC 19.40 CHAPT. 5, SEC. 505.4
13. Bathroom [Bathroom off the North Bedroom in Unit 210], Toilet, Damaged
The toilet temporarily stored within the bathtubs did not appear to be damaged, however it was noted to have been removed and is also unusable. To correct, install a toilet and ensure proper operation. BMC 19.40, SEC 505.7
14. General, Resident Manager, 16+ Units - Missing
A resident manager cannot be confirmed to reside on the premises. Note: Apartment houses with sixteen or more units shall have a resident manager either reside on the premises or ensure that a manager resides upon the premises. To correct, provide verifiable proof of resident manager, verification of contract and/or proof of residency. BMC 19.40.100, SEC. 1701
16. Exterior [Miscellaneous Notation], *, *

Case Details

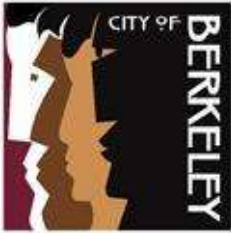
Page 3

Date: 3/14/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

This notation is designed to alert the property owner of a condition that may potentially become a problem so he/she may take the initiative to investigate. The storm water catchment (Potted areas) containers located on the outdoor 2nd floor common area patio area appeared to leak at several separate locations, however this condition was also unable to be substantiated at the time of the initial inspection due to the system not having been in operation. Therefore, no action regarding this matter will be taken by this department however, it is recommended the owner take steps to investigate and resolve any issues.



Planning & Development Department
Building & Safety Division
Housing Code Enforcement

July 27, 2022

Notice of Violation
APN: 055 187701902
Case #: H2021-02890

MARK AT BERKELEY LLC
PO BOX 130339
CARLSBAD, CA 92013-0339

Subject: **2580 BANCROFT Way #210
Berkeley, California**

Dear Owner:

You were informed in writing that the subject property was found to be in violation of the Berkeley Housing Code (BMC Chapter 19.40). At the time of the reinspection/office review conducted on July 26, 2022, you had not corrected all the conditions required to close your case. The remaining violations are identified on the enclosed list and a reinspection has been scheduled for:

Date: **Wednesday, August 31, 2022**
Time Window: **AM = 9:00 am - 12:00 noon**
 PM = 12:30 pm - 4:00 pm

The inspector will arrive to conduct the scheduled inspection during the time window. The inspector's actual arrival time will be determined by their daily schedule. You may contact the inspector before 9:00am the day of the inspection for a narrower time window.

It is the owner's responsibility to obtain the tenant's approval for entry on the scheduled date of the reinspection. You will be charged an inspection fee if the inspector cannot gain entry or if violations are not corrected at the time of the scheduled inspection.

Please note: This letter is not a substitute for the requirements set forth in California Civil Code 19.54 for entering the unit and you are still required to provide your tenant proper notification.

As the owner of the property, you are liable for all inspection service fees charged. You will continue to incur additional inspection service fees including the final reinspection, which closes this case. All fees charged while the building and/or unit(s) remain in noncompliance are the responsibility of the owner and remain as assessments until the fees have been paid. The City may use any and all actions at its disposal to collect these fees, which may include the placement of a special assessment lien on your property that may be collected at the same time and in the same manner as property taxes are collected.

If you have any questions regarding this Notice of Violation, please contact me at (510) 981-5444.

Sincerely,

Brent Nelson
Housing Inspector

Enclosure(s)

cc: TENANT
LANDMARK PROPERTIES, 2580 BANCROFT WAY, BERKELEY, CA 94704

Note: As a cost-saving measure, many City offices and services will be closed on the 2nd Friday of the month. For a full list of holiday and reduced services days please visit the City's web site at www.cityofberkeley.info.

CITY OF BERKELEY
Housing Code Enforcement
1947 Center Street, 3rd floor
Berkeley, CA 94704
(510) 981-5444

Case Details

Page 1

Date: 7/27/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

Of the original 21 violations, 4 have been cleared.
The remaining violations are:

1. Mechanical/Utility [2nd Floor Trash Chute Room], Floor, Damaged
The finish floor is not damaged however, the baseboard mastic was noted to have failed and the baseboard is no longer attached to the wall. To correct, repair, replace or reinstall the existing cove base baseboard. BMC 19.40, SEC. 601.3
3. Kitchen [Kitchen of Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the sink base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening. BMC 19.40, SEC. 601.3
4. Bathroom [Bathroom to the right/East when entering Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the Lavatory base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening(s). BMC 19.40, SEC. 601.3
5. Bathroom [Bathroom to the right/East when entering Unit 210], Shower/Tub Enclosure, Caulking
Caulking around the bathtub rim is deteriorated. To correct, remove deteriorated caulking and re-caulk. BMC 19.40, SEC 505.7
6. Bedroom [North Bedroom in Unit 210], Floor, Carpet - Damaged
The carpet is damaged. To correct, repair or replace carpet. BMC 19.40, SEC. 601.3
7. Bedroom [North Bedroom in Unit 210], Wall, Damaged
The sheetrock was noted to have been removed from the base of the South bedroom wall. To correct, patch and paint walls. BMC 19.40, SEC. 601.3
8. Bathroom [Bathroom off the North Bedroom in Unit 210 @ South bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Kitchen wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3

Case Details

Page 2

Date: 7/27/2022
Case Number: H2021-02890
Subject: 2580 BANCROFT Way 210

9. Bathroom [Bathroom off the North Bedroom in Unit 210 @ East bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Living room wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3
10. Bathroom [Bathroom off the North Bedroom in Unit 210], Floor, Damaged
The finish floor is removed. To correct, replace finish floor and restore the moisture protection provided by the finish materials. BMC 19.40, SEC 601.3
11. Bathroom [Bathroom off the North Bedroom in Unit 210 @ all walls], Wall, Damaged
The sheetrock was noted to have been removed from the base of the walls within the bathroom. To correct, patch and paint walls. BMC 19.40, SEC. 601.3
12. Bathroom [Bathroom off the North Bedroom in Unit 210], Faucet, Inoperable
The lavatory cabinet, sink and faucet were noted to have been removed from the bathroom. To correct, repair, replace all three, restore hot and cold water, ensure proper operation as well as no water leaks. BMC 19.40 CHAPT. 5, SEC. 505.4
13. Bathroom [Bathroom off the North Bedroom in Unit 210], Toilet, Damaged
The toilet temporarily stored within the bathtubs did not appear to be damaged, however it was noted to have been removed and is also unusable. To correct, install a toilet and ensure proper operation. BMC 19.40, SEC 505.7
14. General, Resident Manager, 16+ Units - Missing
A resident manager cannot be confirmed to reside on the premises. Note: Apartment houses with sixteen or more units shall have a resident manager either reside on the premises or ensure that a manager resides upon the premises. To correct, provide verifiable proof of resident manager, verification of contract and/or proof of residency. BMC 19.40.100, SEC. 1701
18. Roof [At south roof deck wall], Electrical Receptacle, Damaged
This is an addendum to the original Notice of Initial Inspection Results/Violation and was noted on 06/22/22. The weather resistant receptacle cover plate is damaged. To correct, repair or replace the damaged weather resistant receptacle cover ensuring the faceplate covers the opening and is seated against the mounting surface. BMC 19.30 406.6 & BMC 19.40, SEC. 701.2 Note: If the above is not corrected by the next scheduled reinspection, this notation will be come and active violation and Housing Inspection Service Fees may be applied.

Case Details

Page 3

Date: 7/27/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

19. Roof [Small metal post light next to the north roof deck railing.], Electrical Lighting, Fixture - Damaged

This is an addendum to the original Notice of Initial Inspection Results/Violation and was noted on 06/22/22. The roof deck lighting fixture is damaged. To correct, repair or replace lighting fixture and ensure proper operation. BMC 19.40, SEC. 701.2 Note: If the above is not corrected by the next scheduled reinspection, this notation will be come and active violation and Housing Inspection Service Fees may be applied.

20. Foyer/Front Entry [Interior of common entry door located adjacent to the managers office], Door, Damaged

This is an addendum to the original Notice of Initial Inspection Results/Violation and was noted on 07/26/22. The electrical wiring is damaged. To correct, repair or replace the damaged electrical wiring and and ensure proper operation of the entry door. BMC 19.40, SEC. 505.6 Please Note: If the above is not corrected by the next scheduled reinspection, this notation will be come and active violation and Housing Inspection Service Fees may be applied.

21. Hallway [Ground floor, east end of common hallway], Ceiling, Damaged

This is an addendum to the original Notice of Initial Inspection Results/Violation and was noted on 07/26/22. The hallway ceiling is water damaged. To correct, patch and paint ceiling. BMC 19.40, SEC. 601.1 Please Note: If the above is not corrected by the next scheduled reinspection, this notation will be come and active violation and Housing Inspection Service Fees may be applied.



BERKELEY POLICE DEPARTMENT

2100 Martin Luther King, Jr. Way, Berkeley, CA 94704

TEL: (510) 981-5900, TDD: (510) 981-5799, FAX: (510) 981-5744

EMAIL: police@cityofberkeley.info

HAC 11/02/2023
Correspondence 8

Case # **2023-00002570**

INCIDENT REPORT

BPD-115 (rev 01-20-2013)

DETAILS

INCIDENT TYPE DISTURBANCE	REPORTED DATE TIME DAY 01/18/2023 10:15 WED	LOCATION OF OCCURRENCE BANCROFT Way / / BERKELEY
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SUBJECTS

ROLE: AIP INVOLVED PARTY OF OTHER PARTY, WI WITNESS, RP REPORTING PARTY, RO REGISTERED OWNER									
ROLE	LAST FIRST MIDDLE SUFFIX (OR BUSINESS NAME)					RACE	SEX	DOB	AGE
IP	TEVLIN, DYLAN, MARC					W	M		
ADDRESS			PHONE		LICENSE		STATE	PFN	
BUSINESS OTHER ADDRESS			BUSINESS OTHER PHONE		EMAIL ADDRESS				
ROLE	LAST FIRST MIDDLE SUFFIX (OR BUSINESS NAME)					RACE	SEX	DOB	AGE
IP	GONZALES, LEAH, NAOMI					H	F		
ADDRESS			PHONE		LICENSE		STATE	PFN	
BUSINESS OTHER ADDRESS			BUSINESS OTHER PHONE		EMAIL ADDRESS				

VEHICLES

ROLE: AB ABANDONED, BO BOLO (BE ON THE LOOK-OUT) IN, DP DISPOSED TO, IN, INV INVOLVED VEHICLE, PA PARKED, RE REPOSSESSED									
ROLE	PLATE	STATE	YEAR	MAKE	MODEL	STYLE	VEHICLE TYPE		
COLOR TOP	COLOR BOTTOM		VIN	DESCRIPTION					

RECOVERED VEHICLE

ROLE: S STOLEN, R RECOVERED, D DAMAGED, E EVIDENCE, SU SUSPECT IN INVOLVED, RO REGISTERED OWNER, O OTHER									
ROLE	PLATE	STATE	YEAR	MAKE	MODEL	STYLE	VEHICLE TYPE		
COLOR TOP	COLOR BOTTOM		VIN	DESCRIPTION					

PROPERTY

CODE: D DAMAGED, DE DESTRUCTION, F FOUND, R RECOVERED, K SAFFRA/REPPING									
CODE	QUANTITY	UNIT OF MEASURE	PROPERTY TYPE	SERIAL NUMBER	VALUE				
D	17	EACH	Digital Photos		\$0,000,000				
DESCRIPTION									

DIGITAL PHOTOS OF APARTMENT

CODE	QUANTITY	UNIT OF MEASURE	PROPERTY TYPE	SERIAL NUMBER	VALUE
DESCRIPTION					
CODE	QUANTITY	UNIT OF MEASURE	PROPERTY TYPE	SERIAL NUMBER	VALUE
DESCRIPTION					
CODE	QUANTITY	UNIT OF MEASURE	PROPERTY TYPE	SERIAL NUMBER	VALUE
DESCRIPTION					

Information redacted is protected from public disclosure by California Government Code 6254 (f), (k).

NARRATIVE

INCIDENT REPORT

On January 18th, 2023, I was assigned as a BPD patrol unit 1A6 and drove a marked BPD patrol vehicle. At approximately 1015 hours, I was dispatched to a call regarding a civil standby at Durant Avenue. Shortly after, I arrived at the location and activated my body-worn camera before speaking with (IP) Dylan Tevlin. I obtained Tevlin's verbal recorded statement.

Tevlin stated the following in summary:

We have been having an issue with one of our tenants. The tenant lives in apartment and has been refusing us access to her apartment for repairs. We have sent multiple emails and letters to her requesting permission, but she has replied with a refusal. We have been fined weekly by code enforcement because we have not resolved the

REPORTING OFFICER Legall, Veron #19	DATE TIME WRITTEN 01/18/2023 12:49	REVIEWED BY SUPERVISOR Rego, Steve	PAGE 1 of 2
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BERKELEY POLICE DEPARTMENT
 2100 Martin Luther King, Jr. Way, Berkeley, CA 94704
 TEL: (510) 981-5900, TDD: (510) 981-5799, FAX: (510) 981-5744
 EMAIL: police@cityofberkeley.info

Case # **2023-00002570**

REPORT NARRATIVE

NARRATIVE

issue. Please stand with my maintenance workers as we attempt to knock on her door to gain access. The tenant, (later identified as (IP) Leah Gonzalez), had been very unreasonable and would always yell at us whenever we attempted to enter.

Once Tevlin finished his statement, we knocked on the apartment door. Gonzalez answered the door shortly after, and I contained her verbal recorded statement.

Gonzalez stated the following in summary:

On January 18th, 2022, my apartment was flooded by sewage due to the poor plumbing inside the building. I requested that management is responsible for relocating me while they do repairs to my apartment. The management refuses to relocate my son and me to another location. During the summer of 2022, I had to relocate my family for an entire month because mold had developed in the apartment, which has been getting us very sick. My apartment has no windows, making it impossible for us to ventilate it. My son has been sleeping in the living room since the flooding. His bedroom door is locked and sealed with tape to prevent any toxic fumes from emitting from the bedroom into the rest of the apartment.

The building management company has been sending me messages requesting entry into my apartment, however, I deny them access. I deny their access because they want to repair the problem while I am at home and still living inside the apartment. The mold and mildew are inside my son's bathroom on a wall joined to the kitchen. They will have to demolish the entire wall for his bedroom and kitchen if repairs are to be done. I cannot live here while they do the construction. My son and I are very ill due to mold and mildew build-up.

I filed many reports with the city code enforcement and have all my documentation. Unfortunately, I will not give them access to my residence today because I believe they will cover up the mold with "sheetrock."

Once Ginzaalez finished her report, I provided her with a report receipt. I also took photos of the mold and mildew build-up inside her apartment. Additionally, I took photos of a few documents of filed reports. I later uploaded the photos to evidence.com.

Nothing further

Information redacted is protected from public disclosure by California Government Code 6254 (f), (k).

REPORTING OFFICER	DATE / TIME WRITTEN	REVIEWED BY SUPERVISOR	PAGE
Legall, Veron #19	01/18/2023 12:49	Rego, Steve	2 of 2

Date : 6/14/2021 6:49:57 AM
From : "Adam Jay" Adam.Jay@LandmarkProperties.com
To : "Garrett, Misty" MGarrett@cityofberkeley.info
Cc : "Dana Mustafa" Dana.Mustafa@LandmarkProperties.com
Subject : FW: 2580 Bancroft - BMR / S8 lease up
Attachment : BERKELEY BMR.docx;image001.png;

Hi Misty,

I wanted to check back on these items so that we may start marketing and leasing these units as soon as possible.

Thank you,
Adam

**Adam Jay | Associate Vice President – New Development Marketing
Landmark Properties, Inc.**

From: Adam Jay
Sent: Wednesday, June 9, 2021 2:41 PM
To: Garrett, Misty <MGarrett@cityofberkeley.info>
Cc: Dana Mustafa <Dana.Mustafa@LandmarkProperties.com>
Subject: RE: 2580 Bancroft - BMR / S8 lease up

Hi Misty,

I've attached an updated marketing plan incorporating the changes we discussed on our call.

1. Would you please review and let us know if this is acceptable?
2. You sent us a "BHA outreach flyer and unit listing for BMR Owners" but mentioned that may not be necessary since we only have 1 BMR unit at The Standard (the other 10 are reserved for section 8 and Shelter +). Were you able to confirm if that is the case or do we need to submit the unit listing for BMR owners?

We are excited to get started marketing these units as soon as our plan is approved!

Thank you,
Adam

**Adam Jay | Associate Vice President – New Development Marketing
Landmark Properties, Inc.**

From: Garrett, Misty <MGarrett@cityofberkeley.info>
Sent: Friday, May 28, 2021 12:04 PM
To: Adam Jay <Adam.Jay@LandmarkProperties.com>
Subject: RE: 2580 Bancroft - BMR / S8 lease up

[EXTERNAL]

Hello Jay:

I'll talk to you later this morning, but see attached Berkeley Housing Authority brochure about the program and the unit listing request to discuss on our call.

Thank you,

MISTY GARRETT

Community Development Project Coordinator
City of Berkeley Dept. of Health, Housing & Community Services
510.981.5425
MGarrett@cityofberkeley.info

Click logo below to learn more about the Below Market Rate Rental Program!



From: Adam Jay <Adam.Jay@LandmarkProperties.com>
Sent: Wednesday, May 26, 2021 2:25 PM
To: Garrett, Misty <MGarrett@cityofberkeley.info>
Subject: RE: 2580 Bancroft - BMR / S8 lease up

Thank you, Misty. I'm also going to invite our local manager since he will be the one talking to the prospective renters.

**Adam Jay | Associate Vice President – New Development Marketing
Landmark Properties, Inc.**

From: Garrett, Misty <MGarrett@cityofberkeley.info>
Sent: Wednesday, May 26, 2021 5:21 PM
To: Adam Jay <Adam.Jay@LandmarkProperties.com>
Subject: RE: 2580 Bancroft - BMR / S8 lease up

[EXTERNAL]

Hello Jay:

After our call with Paul on Friday, we can discuss the process to fill units through the Berkeley Housing Authority. I'll tell you about the unit listing process that will be used to fill the units and we can discuss next steps. Thank you for your patience.

Thank you,

MISTY GARRETT

Community Development Project Coordinator

City of Berkeley Dept. of Health, Housing & Community Services
510.981.5425
MGarrett@cityofberkeley.info

Click logo below to learn more about the Below Market Rate Rental Program!



From: Adam Jay <Adam.Jay@LandmarkProperties.com>
Sent: Wednesday, May 26, 2021 6:22 AM
To: Garrett, Misty <MGarrett@cityofberkeley.info>; Gonzales-Levine, Rachel <RGonzales-Levine@cityofberkeley.info>
Subject: RE: 2580 Bancroft - BMR / S8 lease up

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Hi Rachel,

Please let me know if I need to schedule a meeting with you. At this point, I'm not sure what else is needed to get our plan approved and I'm concerned we are running out of time. Our building opens in August and we have not received approval to lease any of the units for section 8 or Shelter+.

Thank you,

**Adam Jay | Associate Vice President – New Development Marketing
Landmark Properties, Inc.**

From: Garrett, Misty <MGarrett@cityofberkeley.info>
Sent: Friday, May 14, 2021 1:55 PM
>
Subject: 2580 Bancroft - BMR / S8 lease up

[EXTERNAL]

Good morning Rachel:

We have a new 92 unit apartment building slated to start leasing in Fall 2021. This property has 11 Below Market Rate (BMR) units and 5 of the BMR units must be rented to households with Section 8 vouchers. The contact for the developer, Adam Jay (copied here), would like to discuss the process of filling these units with Section 8 voucher holders. Either you can discuss the process separately or I can set up a call to discuss, let me know what works for you both. I look forward to getting these units leased up in the near future.

Let me know if you have any questions.

Thank you,

MISTY GARRETT

Community Development Project Coordinator

City of Berkeley Dept. of Health, Housing & Community Services

510.981.5425

MGarrett@cityofberkeley.info

Click logo below to learn more about the Below Market Rate Rental Program!



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1:17 55%

Letters

Bayside Medical Group - Berkeley
2915 TELEGRAPH AVE STE 200
BERKELEY CA 94705-2030
Phone: 510-843-4544
Fax: 510-843-3871

Stanford Children's Health
Lucy P. Markey Children's Hospital

February 08, 2022

Patient: Paul T Schragger
MR Number: 47719125
Date of Birth: 9/23/2012

To Whom it May Concern:

I am the long time primary care physician for Paul Schragger who is 9 years old.

On 01/21/2022, Paul's mother, Leah Gonzales, reported that the dwelling they are living in is subject to mold growth located in the kitchen and living room. Ms. Gonzales stated that issues started when her toilet began to overflow with sewage on multiple occasions. Ms. Gonzales informed maintenance, but they were not able to resolve the sewage issues and she was told to "plunge" the toilet.

Our office's Licensed Clinical Social Worker (LCSW) spoke with Leah Gonzales on 01/24/2022. At that time the sewage was being cleaned by a company hired by the property manager. The clean up crew found mold under the carpets, which is now exposed mold. In addition there is mold in Paul's room, guest bathroom, living room, and the kitchen. The LCSW spoke with one of the employees from the clean up crew who validated that there was mold but his crew was not given permission to remove the mold. In addition, Ms. Gonzales has reported that there there is now mold in Paul's room, guest bathroom, living room, and the kitchen. Paul has had complaints of not feeling well in general since October.

On 02/03/2022, I had a telehealth appointment with my patient and his mother. They have both tested positive for Corona Virus which further complicates the negative health outcome of my patient as he is now having to isolate in his home for 10 days and cannot go to school or go outside as much.

I understand that there are no specific quantitative standards for mold. However, California law allows county health officials to treat mold as substandard housing according to the following codes: California codes: 17920.3 (a) (11) and 17920.3 (e). Paul has a chronic cough for which he uses an inhaler as needed. Ongoing exposure to mold is a potential health hazard for anyone, and this may be particularly true for Paul given his medical history.

I believe continued exposure to mold will negatively impact my patient's long term health and ask that the family be given reasonable accommodations in another apartment until the mold and sewage issue is resolved. I also advised Ms. Gonzales to spend time outside as much as possible due to the mold.

In light of this situation, immediate action is needed to remediate the mold to reduce any aggravation to my patient's health. Such action may require the involvement of public health and/or property standards officials for their expertise and guidance to both properly clean the mold and address the underlying moisture causing the mold growth. Please feel free to contact me if you require further information.

Sincerely,

Paula Brinkley, MD

www.stanfordchildrens.org Page 1



IS THIS EMAIL NOT DISPLAYING CORRECTLY?
OPEN IN YOUR BROWSER

**MAINTENANCE REQUEST 5444732
CREATED**



THE FOLLOWING REQUEST HAS BEEN
CREATED

**BATHROOMS -
PLUMBING-OTHER
PROBLEM**



ON JAN 19, 2022 AT 11:35 AM PST



Search Google Voice



(510) 587-9630

9:57 AM

Hi, this is a message for Leo Gonzalez... 0:18



ServiceMaster Restoration by Ideal Gr...

9:03 AM



0:00

-0:29



Hi, this is Josh from service master. We had last spoke to the property management and told them that we would be actually out here this morning. Just giving you a heads up. Okay, cuz we it looks like we got some voicemails last night. Just wanted to give you that update. If you have any questions, you can give us a call back at 510-913-9991. Thanks. Bye.



Call ServiceMaster Restoration by Ideal G...



Text ServiceMaster Restoration by Ideal G...



(510) 929-7726

Mon, 6:18 PM

Transcription not available

0:02



Bayside Medical Group

Mon, 6:18 PM

Hi Leah, this is Doctor Brinkley calling



Voicemail



27 On January 18th, 2023, I was assigned as a BPD patrol unit 1A6 and drove a marked BPD patrol vehicle. At
 28 approximately 1015 hours, I was dispatched to a call regarding a civil standby at Durant Avenue. Shortly
 29 after, I arrived at the location and activated my body-worn camera before speaking with (IP) Dylan Tevlin. I
 30 obtained Tevlin's verbal recorded statement.

31 Tevlin stated the following in summary:

32 *We have been having an issue with one of our tenants. The tenant lives in apartment and has been refusing*
 33 *us access to her apartment for repairs. We have sent multiple emails and letters to her requesting permission, but*
she has replied with a refusal. We have been fined weekly by code enforcement because we have not resolved the

REPORTING OFFICER	DATE TIME WRITTEN	REVIEWED BY SUPERVISOR	PAGE
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BERKELEY POLICE DEPARTMENT

2100 Martin Luther King, Jr. Way, Berkeley, CA 94704
TEL: (510) 981-5900, TDD: (510) 981-5799, FAX: (510) 981-5744
EMAIL: police@cityofberkeley.info

Case # **2023-00002570**

REPORT NARRATIVE

NARRATIVE

1 issue. Please stand with my maintenance workers as we attempt to knock on her door to gain access. The tenant,
2 (later identified as (IP) Leah Gonzalez), had been very unreasonable and would always yell at us whenever we
3 attempted to enter.

4 Once Tevlin finished his statement, we knocked on the apartment door. Gonzalez answered the door shortly after,
5 and I contained her verbal recorded statement.

6 Gonzalez stated the following in summary:

7 *On January 18th, 2022, my apartment was flooded by sewage due to the poor plumbing inside the building. I*
8 *requested that management is responsible for relocating me while they do repairs to my apartment. The*
9 *management refuses to relocate my son and me to another location. During the summer of 2022, I had to*
10 *relocate my family for an entire month because mold had developed in the apartment, which has been getting us*
11 *very sick. My apartment has no windows, making it impossible for us to ventilate it. My son has been sleeping in*
12 *the living room since the flooding. His bedroom door is locked and sealed with tape to prevent any toxic fumes*
13 *from emitting from the bedroom into the rest of the apartment.*

14 *The building management company has been sending me messages requesting entry into my apartment, however,*
15 *I deny them access. I deny their access because they want to repair the problem while I am at home and still*
16 *living inside the apartment. The mold and mildew are inside my son's bathroom on a wall joined to the kitchen.*
17 *They will have to demolish the entire wall for his bedroom and kitchen if repairs are to be done. I cannot live*
18 *here while they do the construction. My son and I are very ill due to mold and mildew build-up.*

19 *I filed many reports with the city code enforcement and have all my documentation. Unfortunately, I will not give*
20 *them access to my residence today because I believe they will cover up the mold with "sheetrock."*

21 Once Ginzaalez finished her report, I provided her with a report receipt. I also took photos of the mold and
22 mildew build-up inside her apartment. Additionally, I took photos of a few documents of filed reports. I later
23 uploaded the photos to evidence.com.

24 Nothing further

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**Information redacted is protected
from public disclosure by
California Government Code
6254 (f), (k).**

REPORTING OFFICER	DATE / TIME WRITTEN	REVIEWED BY SUPERVISOR	PAGE
Legall, Veron #19	01/18/2023 12:49	Rego, Steve	01/18/2023 12:50 2 of 2

From: [Uberti, Mike](#)
To: [Housing Advisory Commission](#)
Subject: 2580 Bancroft Way #210 Berkeley CA 94704
Date: Thursday, October 26, 2023 12:57:22 PM
Attachments: [Notice of Initial Inspection Results 03-14-22.pdf](#)

Dear Housing Advisory Commission,

In response to the request for service from Leah Naomi Gonzales, Housing Code Enforcement followed standard protocol and procedures and assessed the unit for violations of the Berkeley Housing Code in case #H2021-02890.

Occasionally, a tenant submitting a request for service may ask housing inspectors to write additional "violations" for things not covered by the Berkeley Housing Code. While all of our inspectors are empathetic and considerate of tenants' frustrations and concerns, they are legally limited to writing only violations based on the minimum standards established by the Berkeley Housing Code. Housing inspectors do not make determinations related to foundation failures as it is not a required housing inspection item. For this reason, the condition of the existing foundation is not noted by Housing Code Enforcement as a violation. Any structural related issues, such as foundation failures, must be addressed by the owner by retaining a California licensed engineer to assess the existing structural deficiencies in the existing structure. In the case of 2580 Bancroft, the documented Housing Code violations were reviewed and confirmed by multiple inspectors, including a Housing Inspector Supervisor and two Senior Housing Inspectors. Based on the inspectors' assessment, the violations found to exist in this unit did not warrant issuance of a Notice and Order.

If a tenant denies a property owner access to make repairs, it is our protocol that the housing inspector does not continue to reinspect and charge reinspection fees. Instead, Housing Code Enforcement protocol is to provide an extension and to contact the owner and tenant periodically to determine if changes have occurred. Upon completion of repairs, the housing inspector schedules an inspection to verify that all violations were corrected, which in this case would include the removal of the visible mold.

In response to Ms. Gonzales' statement that the number of violations on the Notice of Initial Inspection Results was falsely stated, I have attached the notice, which includes 14 violations and one notation. In line with our protocols, if during reinspections, a tenant requests that the inspector address possible additional housing violations, the inspector will inspect to determine if they are Housing Code violations and add them to the case as an addendum if they are. In this case, due to the tenant's request, additional violations were found and added to the list of violations during reinspections.

Regarding the inspection performed by Brent Nelson on January 3, 2022, it is understandable that the tenant was unaware of the inspection since the tenant was not present for the inspection. The notice was mailed with the tenant copied. Under Inspector Nelson's notes dated 12/16/21, he made a phone call to the tenant's phone number and left a voicemail that the inspection was to occur on 1/3/22 in the afternoon. Regarding the two further initial inspections performed on January 26 and 28, 2022, no report was created on 1/26/2022 since there was no one present to provide access to

the inspector. The initial inspection ultimately took place on 1/28/2022 when the tenant was present to provide access to the inspector.

Sincerely,

Jenny McNulty, Resilient Buildings Program Manager
Rental Housing Safety Program / Building & Safety Division

Phone: (510) 981-7451

Email: jmcnulty@berkeleyca.gov



Planning & Development Department
Building & Safety Division
Housing Code Enforcement

March 14, 2022

First Notice of Violation
Initial Inspection Results
APN: 055 187701902
Case #: H2021-02890

MARK AT BERKELEY LLC
PO BOX 130339
CARLSBAD, CA 92013-0339

Subject: **NOTICE OF VIOLATION
PURSUANT TO THE BERKELEY HOUSING CODE, BMC CHAPTER 19.40
BUILDING AT 2580 BANCROFT Way #210, BERKELEY, CALIFORNIA**

Dear Owner(s):

The above subject building was inspected on January 28, 2022. At that time it was determined the building is in violation of the Uniform Housing Code as adopted by the City of Berkeley (BMC Section 19.40.020). Attached to this letter is a list of the violations identified during the inspection.

As owner of the property you are responsible for repairing all identified violations. The City will allow a 30 day grace period at which time the repairs must be made and any building permits issued. A reinspection to determine compliance with this Notice has been scheduled. At the time of the reinspection we expect to have access into the building and where applicable, the unit.

Date: **Monday, May 16, 2022**
Time Window: **AM = 9:00 am - 12:00 noon**
 PM = 12:30 pm - 4:00 pm

The inspector will arrive to conduct the scheduled inspection during the time window. The inspector's actual arrival time will be determined by their daily schedule. You may contact the inspector before 9:00am the day of the inspection for a narrower time window.

Please note: This letter is not a substitute for the requirements set forth in California Civil Code 19.54 for entering the unit and you are still required to provide your tenant proper notification.

Be advised there will be no charge for this reinspection if it is determined that all violations have been corrected. If they have not been corrected, you will be charged in accordance with the enclosed fee schedule.

Moreover, subsequent inspections will be conducted every 30 days for which you will be charged the appropriate inspection fee. If you do not complete the repairs required, you may be subject to a Notice of Violation filed with the county, and ultimately served with a citation, which can result in the imposition of fines. Therefore, it is in your best interest to obtain any necessary permits and complete the repairs within this grace period. Permits can be obtained at:

Permit Service Center
1947 Center Street, 3rd floor
Berkeley, CA 94704
Phone: (510) 981-7500
www.cityofberkeley.info/permitservicecenter

If you have any questions concerning this Notice, please contact me at (510) 981-5444.

Sincerely,



Brent Nelson
Housing Inspector

Enclosure(s)

cc: Tenant
LANDMARK PROPERTIES, 2580 BANCROFT WAY, BERKELEY, CA 94704

Note: As a cost-saving measure, many City offices and services will be closed on the 2nd Friday of the month. For a full list of holiday and reduced services days please visit the City's web site at www.cityofberkeley.info.

CITY OF BERKELEY
Housing Code Enforcement
1947 Center Street, 3rd floor
Berkeley, CA 94704
(510) 981-5444

Case Details

Page 1

Date: 3/14/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

Of the original 15 violations, 0 have been cleared.
The remaining violations are:

1. Mechanical/Utility [2nd Floor Trash Chute Room], Floor, Damaged
The finish floor is not damaged however, the baseboard mastic was noted to have failed and the baseboard is no longer attached to the wall. To correct, repair, replace or reinstall the existing cove base baseboard. BMC 19.40, SEC. 601.3
2. Mechanical/Utility [2nd Floor Trash Chute Room], Door, Damaged
The door is fine however the automatic door closer was noted to be non-operational. To correct, repair or replace door closer and ensure the door closer closes the door as designed post repair or replacement. BMC 19.40, SEC. 505.6
3. Kitchen [Kitchen of Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the sink base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening. BMC 19.40, SEC. 601.3
4. Bathroom [Bathroom to the right/East when entering Unit 210], Floor, Damaged
The finish floor was not noted to be damaged however, a portion of the flooring was noted to be missing underneath the Lavatory base cabinet where it meets the wall, leaving an opening in between the flooring and cabinet. To correct, repair in a manner that seals the opening(s). BMC 19.40, SEC. 601.3
5. Bathroom [Bathroom to the right/East when entering Unit 210], Shower/Tub Enclosure, Caulking
Caulking around the bathtub rim is deteriorated. To correct, remove deteriorated caulking and re-caulk. BMC 19.40, SEC 505.7
6. Bedroom [North Bedroom in Unit 210], Floor, Carpet - Damaged
The carpet is damaged. To correct, repair or replace carpet. BMC 19.40, SEC. 601.3
7. Bedroom [North Bedroom in Unit 210], Wall, Damaged
The sheetrock was noted to have been removed from the base of the South bedroom wall. To correct, patch and paint walls. BMC 19.40, SEC. 601.3

Case Details

Page 2

Date: 3/14/2022
Case Number: H2021-02890
Subject: 2580 BANCROFT Way 210

8. Bathroom [Bathroom off the North Bedroom in Unit 210 @ South bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Kitchen wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3
9. Bathroom [Bathroom off the North Bedroom in Unit 210 @ East bathroom wall], Wall, Visible Mold
Visible mold was noted on the back side of the Living room wall sheetrock within the bathroom wall cavity. To correct, remove any visible mold, repair, patch and paint wall. BMC 19.40.020, SEC 201.3
10. Bathroom [Bathroom off the North Bedroom in Unit 210], Floor, Damaged
The finish floor is removed. To correct, replace finish floor and restore the moisture protection provided by the finish materials. BMC 19.40, SEC 601.3
11. Bathroom [Bathroom off the North Bedroom in Unit 210 @ all walls], Wall, Damaged
The sheetrock was noted to have been removed from the base of the walls within the bathroom. To correct, patch and paint walls. BMC 19.40, SEC. 601.3
12. Bathroom [Bathroom off the North Bedroom in Unit 210], Faucet, Inoperable
The lavatory cabinet, sink and faucet were noted to have been removed from the bathroom. To correct, repair, replace all three, restore hot and cold water, ensure proper operation as well as no water leaks. BMC 19.40 CHAPT. 5, SEC. 505.4
13. Bathroom [Bathroom off the North Bedroom in Unit 210], Toilet, Damaged
The toilet temporarily stored within the bathtubs did not appear to be damaged, however it was noted to have been removed and is also unusable. To correct, install a toilet and ensure proper operation. BMC 19.40, SEC 505.7
14. General, Resident Manager, 16+ Units - Missing
A resident manager cannot be confirmed to reside on the premises. Note: Apartment houses with sixteen or more units shall have a resident manager either reside on the premises or ensure that a manager resides upon the premises. To correct, provide verifiable proof of resident manager, verification of contract and/or proof of residency. BMC 19.40.100, SEC. 1701
16. Exterior [Miscellaneous Notation], *, *

Case Details

Page 3

Date: 3/14/2022

Case Number: H2021-02890

Subject: 2580 BANCROFT Way 210

This notation is designed to alert the property owner of a condition that may potentially become a problem so he/she may take the initiative to investigate. The storm water catchment (Potted areas) containers located on the outdoor 2nd floor common area patio area appeared to leak at several separate locations, however this condition was also unable to be substantiated at the time of the initial inspection due to the system not having been in operation. Therefore, no action regarding this matter will be taken by this department however, it is recommended the owner take steps to investigate and resolve any issues.