

SACRAMENTO CITY PLANNING COMMISSION
1231 "I" STREET, SUITE 200, SACRAMENTO, CA 95814

APPLICANT <u>David N. Leary, 110 Sioux Lane, Los Altos, CA 94022</u>		
OWNER <u>David N. Leary, 110 Sioux Lane, Los Altos, CA 94022</u>		
PLANS BY <u>Comstock-Johnson Architects, Inc., 10304 Placer Lane #A, Sacramento, CA 95827</u>		
FILING DATE <u>4-8-91</u>	ENVIR. DET. <u>Exempt 15305</u>	REPORT BY <u>JC</u>
ASSESSOR'S PCL. NO. <u>002-0165-026,027</u>		

APPLICATION: Amend condition of rezoning to delete the requirement which requires 80% of the units be rented to individuals 55 years or older in a 41 unit apartment complex on 0.44± developed acres in the Multi-Family (R-3A) zone.

LOCATION: 1415 G Street

PROPOSAL: The applicant is requesting the necessary entitlements to delete the senior condition for the 41 unit apartment complex.

PROJECT INFORMATION:

General Plan Designation: High Density Residential (30+ DU Net Acre)
1980 Central City
Community Plan Designation: Multi-Family
Existing Zoning of Site: R-5
Existing Land Use of Site: 41 Unit Senior Apartment Complex

Surrounding Land Use and Zoning:

North: Multi-Family; R-3A
South: Multi-Family, Music Circus; C-2
East: Multi-Family; R-3A
West: Single and Multi-Family; R-3A

Parking Required: 44 spaces
Parking Provided: 29 spaces plus 33 space credit
Property Dimensions: 120' X 160'
Property Area: 0.44± acres
Topography: Flat
Street Improvements: Existing
Utilities: Existing
Exterior Building Materials: White stucco
Roof Materials: Clay tile
Room Type: 38 studio/ 3 one bedroom units

Background Information

The subject site consists of two lots in which the applicant has requested a merger but has been unable to complete with the certificate of compliance due to lack of funds. One lot is developed with 20 parking spaces and the other

lot contains an existing 41 unit (38 studios and 3 one bedroom) apartment complex. Prior to 1980, the subject site was zoned Heavy Density Multiple Family (R-5) which allowed the 41 units. At this time, the site was developed as a residential structure containing 24 apartment units and 17 sleeping rooms. However, in 1980, the site was rezoned to Light Density Multiple Family (R-3A) concurrently with the adoption of the Central City Community Plan. This made the 41 unit structure a legally established non-conforming use.

On February 13, 1986, the Planning Commission considered a rezoning request of the site from R-3A to R-5 (P86-035). This request was made in order to convert the 17 sleeping units to full apartment units, which was an intensification of the use and could only be allowed by rezoning the site back to High Density Multiple Family (R-5). The Commission recommended approval of the request subject to the condition that language be included in the deed restriction or a separate document that the 41 unit apartment complex only be sold or rented to/or used by senior individuals (62 years or older). The rezoning request was approved by the City Council on March 18, 1986 subject to conditions.

In July 1988, requests were submitted to: delete the condition requiring that only senior citizens be allowed to rent the units; a special permit to develop a parking lot in the R-3A zone; and a variance to reduce the maneuvering area for eight parking stalls (P88-312). On September 8, 1988, the Planning Commission considered the motion to recommend deletion of the rezone condition. The motion was denied due to lack of votes by the commission. The City Council denied the request due to several residents in the area opposing the amendment request.

On October 12, 1989, the Planning Commission recommended approval to lower the age from 62 years old to 55 years old for 80 percent of the units and the remaining 20 percent under no restrictions (P89-309). On November 14, 1989, the City Council approved the rezone amendment to reduce the age to 55 years old for 80 percent of the units and the remaining 20 percent to have no age restrictions.

Project Evaluation: Staff has the following comments:

A. Land Use and Zoning

The subject site consists of two interior lots totaling 0.44± acres in the Multiple Family (R-5) zone. The eastern lot contains 20 parking spaces. The western lot contains a 14,200 square foot, 41 unit apartment complex with nine parking spaces at the rear. Surrounding land uses and zones include multiple family, R-3A to the north and east; single and multiple family, R-3A to the west; and, multiple family and the Music Circus facility, C-2 to the south. The 1980 Central City Plan designates the site Residential-Multiple Family use and the General Plan designates the site as Residential 30+ du/na.

B. Applicant's Proposal

The applicant is requesting to delete the condition of the rezone

requiring that 80 percent of the units be rented to persons 55 years of age or older. The applicant has indicated to staff that it has been quite difficult to rent the units to senior citizens. Currently 34 of the 41 units are occupied. The applicant has further informed staff that he is currently renting more than the allowed 20 percent (8 units) to persons under 55 years of age. The owner has indicated that of the 34 units rented 53 percent (18 units) are rented to persons under 55 years of age. The owner has been unable to pay taxes and utilities on the property. If the owner of the property is not able to legally rent the units, the property will be foreclosed on and left vacant.

C. Parking

Wash?
The existing multiple family structure was originally constructed with no on-site parking. The structure is considered a non-conforming structure in regard to existing parking standards and has a credit for 33 parking spaces. Currently, the Zoning Ordinance requires one parking space per unit plus one guest space per every 15 units. A total of 44 spaces are required. There are currently, 29 parking spaces provided for the complex on the two lots, 20 on the eastern lot and nine on the western lot at the rear of the complex. Subtracting the 33 space credit, 11 on-site parking space are required for the proposed use of 41 units without a senior restriction. Therefore, adequate parking is provided.

D. Staff Evaluation

At the time of the original rezone request (P86-035), staff supported the project. The rehabilitation and the conversion of the building added viable residential units to the neighborhood. The units would provide housing for senior citizens and adequate parking would be provided. Since that time, the rehabilitation of the structure has been accomplished but evidence has been provided that a senior housing complex at the subject site is not feasible.

The apartment complex has 38 studio units (330 sq. ft.) and 3 one bedroom units. The only amenity offered to seniors, at this time, is a T.V. room located in one of the studio apartments (Exhibit C-1). The day room is a combination managers office and day room which does not allow adequate area for the tenants without interfering with the manager's business. In reviewing the plans of the complex it is not feasible to enlarge the existing day room without eliminating a one bedroom unit. Staff, therefore recommends that the two studio units on either side of the front entryway be designated as office area for the manger and day room for the tenants (Exhibit C-1). There is a courtyard area in the back which the managers are cleaning up so as to provide an outdoor area for the tenants. This area is located off the rear of the complex and is enclosed with a six foot high wood fence. No programs are offered to the seniors nor shuttle bus service provided to outside services or activities. The units are not suitable for other than active seniors.

The previous owner informed staff that several senior organizations in

the area had been contacted but was unable to rent the units. The current owner has advertised in several publications the availability of senior units, (Exhibit D) but still has problems in securing suitable seniors to rent the units.

A neighborhood representative has informed staff that the current owner and managers have done a tremendous job in maintaining the property and securing suitable tenants for the units. However, the neighbors are unwilling to have the restriction removed since there would be no leverage to assure that the units would be managed and maintained in the best interest of the neighborhood.

Staff has suggested to the owner the possibility of reducing the number of units in order to expand the size of the units. It is staff's judgement that providing larger size units may attract a more stable tenant. The owner has indicated to staff that this would not be a viable solution since he is unable to raise additional funds to put into this project. Planning staff, therefore, recommends that the senior restriction be removed rather than allow sound housing stock to remain vacant and become a further detriment to the neighborhood.

Staff is aware of the precarious nature of this neighborhood and wishes to achieve sound, viable residential housing to assure the peace and tranquillity of the area. Under the previous application (P89-309), the request to lower the age from 62 years old to 55 years old was approved with the following conditions:

1. Owner/applicant shall maintain an on-site resident/manager on the property on a 24 hour basis.
2. A security camera shall be installed in each hallway and which provides a view of the rear parking lot, a screen shall be viewed on a regular basis by the 24 hour resident manager.
3. Lighting shall be provided in the rear parking lot and court yard areas.
4. A sign shall be posted on the site to read as follow: "No Trespassing; Violators Will Be Prosecuted 202k P.C." The sign shall be posted at all entrances.
5. The lot line merger for the two subject parcels shall be recorded in order to allow parking on the site.
6. A solid metal gate shall be installed around the trash enclosure.

Staff visited the site on January 11, 1991, to ascertain whether the applicant was in compliance with these conditions. Staff determined that the applicant was in compliance with all but conditions 1, 5 and 6. Since that visit condition 1 has been met.

Staff is further recommending the following conditions if the rezoning

condition is amended to delete the age requirement:

7. The owner/applicant shall provide and maintain a secured outdoor courtyard area at the rear of the complex for the tenants use.
8. A day room shall be provided on site. The day room shall be located on the first floor in "Studio 9 or 10" at the owners/applicant discretion.
9. A manager's office shall be provided on site, separate from the day room use. The office shall be located in "studio 9 or 10" at the owners/applicant discretion.
10. The apartment complex day room shall be made available for the Neighborhood Watch Program.
11. Resident/manager shall report all inside and outside suspected or criminal activities to the police.
12. Vacant apartment units shall be made available for police surveillance when requested by Police Department.
13. Resident/manager shall be fingerprinted by the Department of Justice to establish any possible criminal record.

E. Agency Comments

The proposal was reviewed by the City's Traffic Engineer, Engineering Division, Development Section, Building Inspections, Police, Real Estate and Councilmember Heather Fargo. The following comments were received:

Police Department

The Police have some reservations about removing the age restriction, while many of the 14 calls for service this year have been entirely justifiable, this remains a neighborhood with serious drug related problems. The Police are willing to allow the age restriction to be removed for a period of a year, in order to determine the effect on the neighborhood, if the inside of the building were painted a different color other than the beige currently painted.

Building Inspections

The 1988 U.B.C. now requires a building such as this to be fully fire sprinklered.

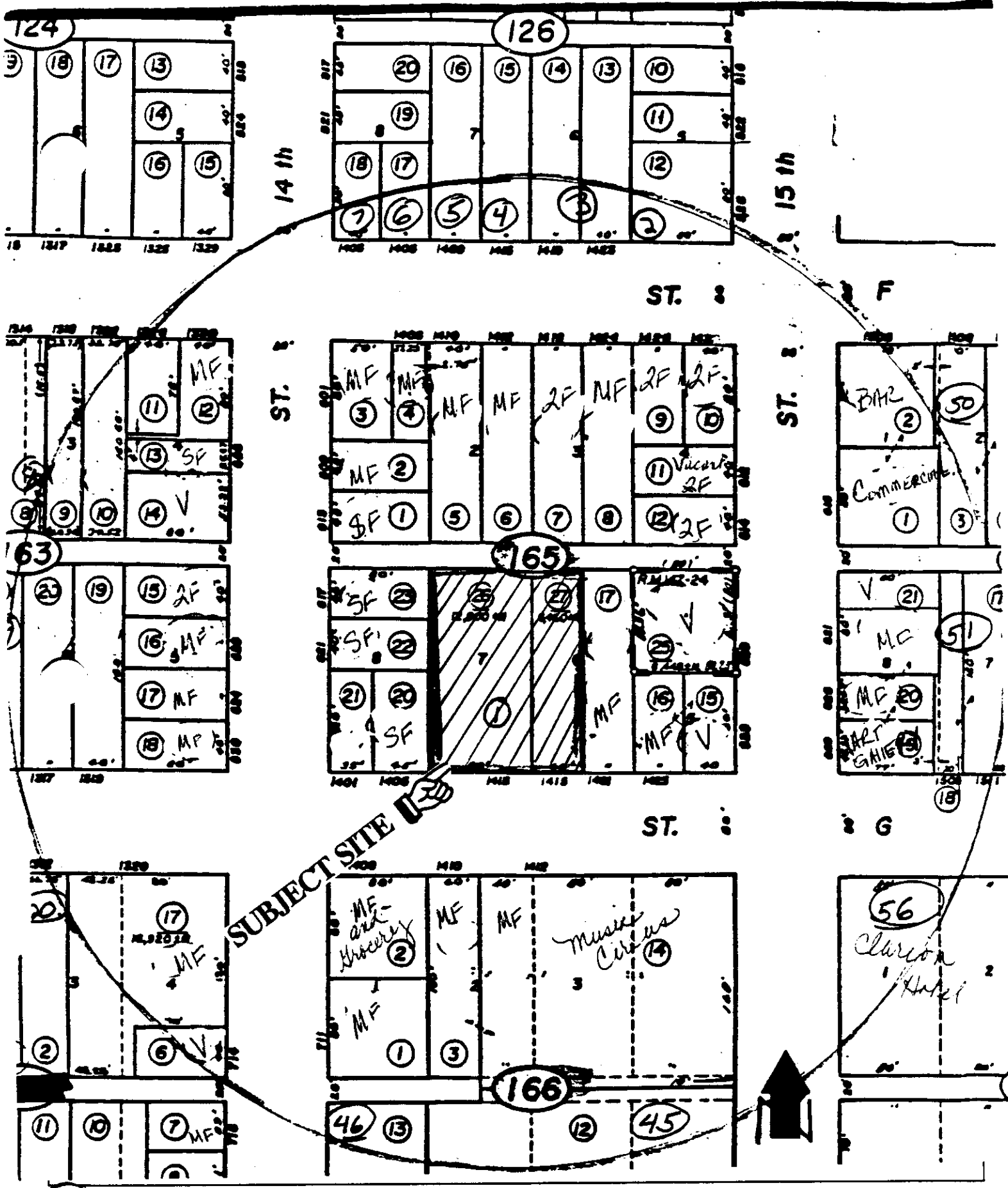
Environmental Determination: This project is exempt from environmental review pursuant to State EIR Guidelines (CEQA Section 15305).

Recommendation: Staff recommends the Planning Commission recommend approval of amending the rezoning condition (P89-309) to delete the condition requiring that 80 percent of the complex to be rented to/or used by senior

individuals ages 55 years and older, subject to revised conditions, and forward to City Council.

Conditions

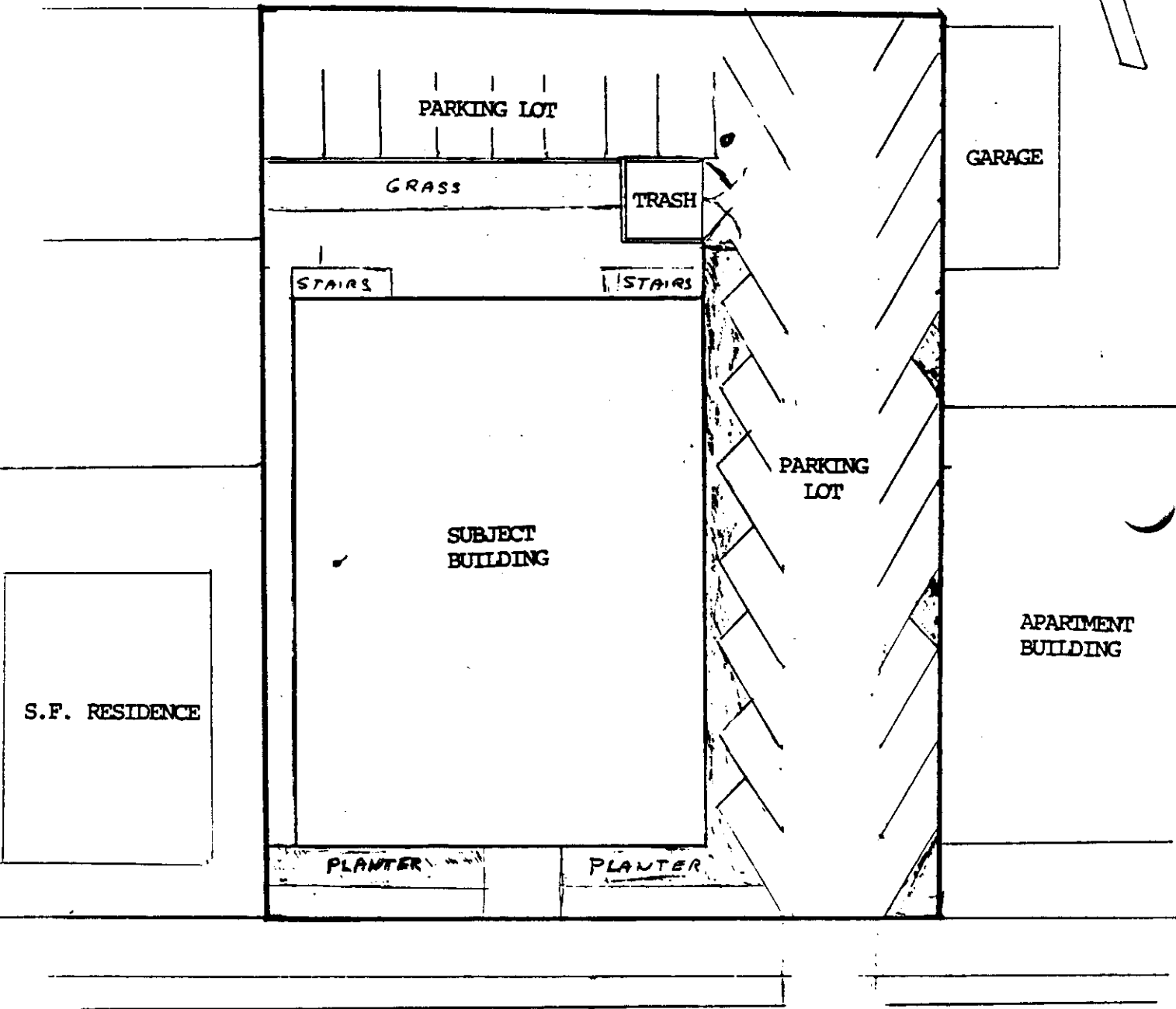
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9. The apartment complex Day Room shall be made available for the Neighborhood Watch Program.
10. Resident/manager shall report all inside and outside suspected or criminal activities to the police.
11. Vacant apartment units shall be made available for police surveillance when requested by Police Department.
12. Resident/manager shall be fingerprinted by the Department of Justice to establish any possible criminal record.
13. The lot line merger (P86-035) shall be completed through Public Works and recorded.



VICINITY, LAND USE AND ZONING MAP

**EXHIBIT A
SITE PLAN**

ALLEY



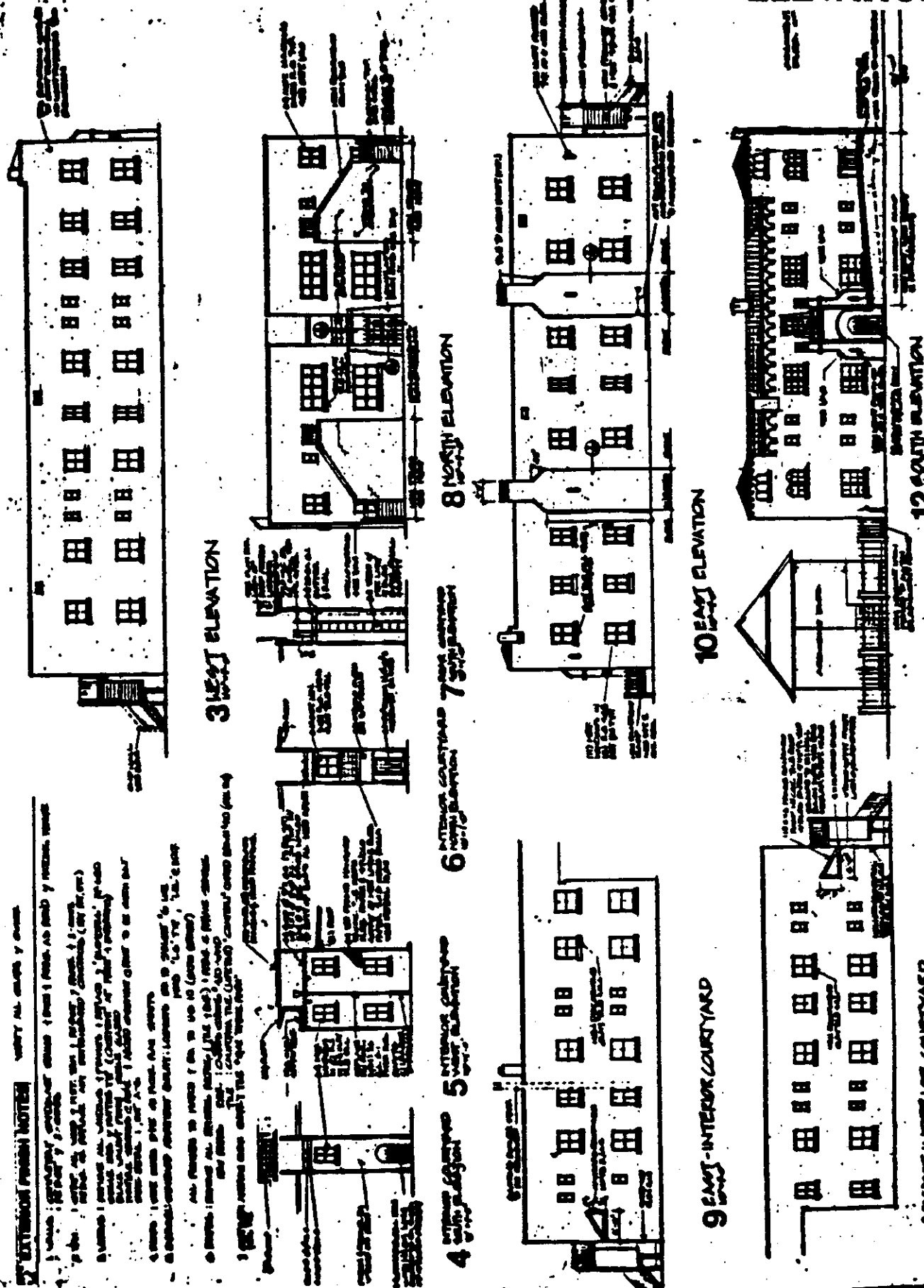
1415 G STREET

791-087

7-25-91

ITEM NO

ELEVATIONS



EXTENSION PERMITS NOTES

1. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.

2. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.

3. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.

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7. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.

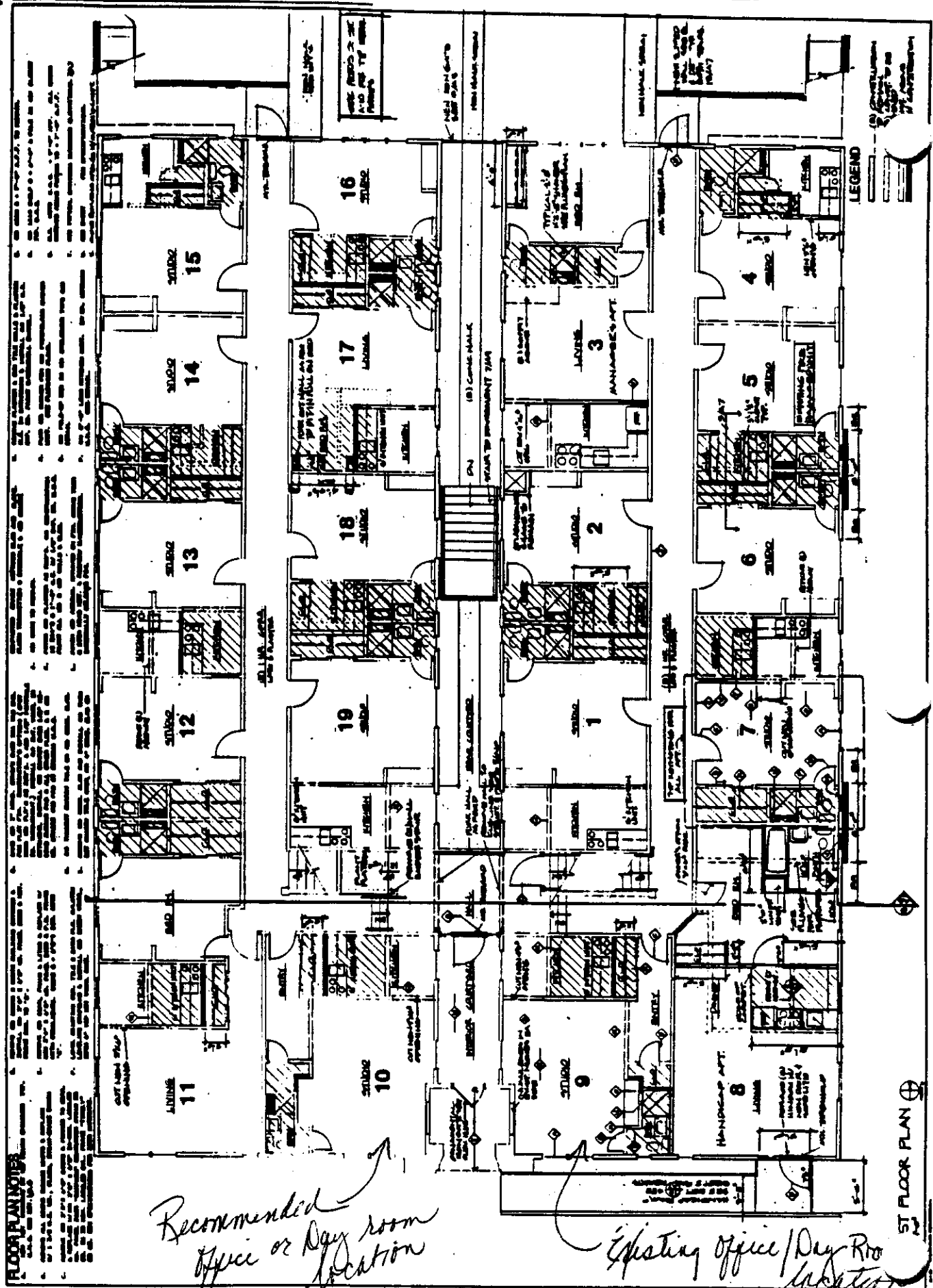
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11. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.

12. VERIFY ALL DIMENSIONS WITH ARCHITECT'S RECORD DRAWINGS.



FLOOR PLAN NOTES:

1. ALL ROOMS TO BE FINISHED TO MATCH ADJACENT ROOMS.
2. ALL WALLS TO BE FINISHED TO MATCH ADJACENT ROOMS.
3. ALL FLOORS TO BE FINISHED TO MATCH ADJACENT ROOMS.
4. ALL CEILING TO BE FINISHED TO MATCH ADJACENT ROOMS.
5. ALL LIGHTING TO BE INSTALLED AS SHOWN.
6. ALL ELECTRICAL TO BE INSTALLED AS SHOWN.
7. ALL MECHANICAL TO BE INSTALLED AS SHOWN.
8. ALL PAINT TO BE INSTALLED AS SHOWN.
9. ALL GLASS TO BE INSTALLED AS SHOWN.
10. ALL METAL TO BE INSTALLED AS SHOWN.
11. ALL WOOD TO BE INSTALLED AS SHOWN.
12. ALL TILE TO BE INSTALLED AS SHOWN.
13. ALL CARPET TO BE INSTALLED AS SHOWN.
14. ALL LINOLEUM TO BE INSTALLED AS SHOWN.
15. ALL PLASTER TO BE INSTALLED AS SHOWN.
16. ALL CONCRETE TO BE INSTALLED AS SHOWN.
17. ALL BRICK TO BE INSTALLED AS SHOWN.
18. ALL STONE TO BE INSTALLED AS SHOWN.
19. ALL IRON TO BE INSTALLED AS SHOWN.

*Recommended
Office or Day room
location*

*Existing office/Day Room
location*

SENIORS!

SENIORS! WELCOME HOME...

SENIORS!

Move-In Assistance Available!

Designed for the active senior (age 55 and up), Mansion Court is located in prime downtown Sacramento. Our comfortable, BEAUTIFULLY RENOVATED units have the features you'll appreciate:

- ▼ Furnished & Unfurnished Studios From \$225
- ▼ Double Security Gates
- ▼ Completely New Interiors & Appliances
- ▼ Laundry Room
- ▼ Tenant Activity Day Room (HBO, Activities, FREE Coffee)
- ▼ Excellent Downtown Location
- ▼ Professional Management

Professionally Managed By
Real Property Enterprises

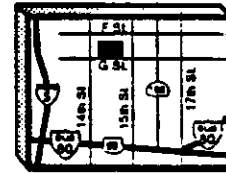


446-3647

Affordable and Secure!

MANSION COURT

1415 G Street
Sacramento, CA
446-3647



LET'S RENT

SENIORS SECTION - SACRAMENTO BEE

SENIORS!!!

AFFORDABLE & SECURE LIVING

- * Move-In Assistance
- Beautifully Redecorated
- 1 Bedroom & Single Studio from \$225
- Dayroom, HBO, Activities, Free Coffee

MANSION COURT

1415 G Street 446-3647

NEWLY REFURBISHED

MANSION COURT

SENIOR APARTMENTS

*Designed for Independent Living
Especially for Seniors!*

We offer our tenants an opportunity to develop their own activities. You supply the ideas. We help implement them!

- Studios and one bedrooms
- Sitting rooms included in some apartments
- Individual air & heat controls
- In the heart of Sacramento
- Close to bus, shopping, etc.
- Locked entries
- Modern kitchen appliances

446-3647

Across from the Music Circus 1415 G St. Sacramento

SENIOR studio apartments, midtown, newly renovated, secure building, new appliances, free HBO in recreation room, on-site laundry. \$300 and up, furnished units available. Call 446-3647.

MID-TOWN studio apartments for active seniors, newly renovated, secure building, new appliances, free HBO in rec room, on-site laundry. Starting \$260 & up. Furnished units available 916-446-3647, 916-364-6896

SENIOR STUDIO'S
1415 G St. Starting at \$300.
Day room. Call 446-3647

ACTIVE SENIOR Studios
Starting at \$260. Day room w-free HBO. Nice outside patio for tenants use. 446-3647

STUDIO'S Senior 55+ furnished & unfurnished. Starting at \$285. 1415 G St. 446-3647

SACRAMENTO UNION

* SACRAMENTO BEE

SENIOR SPECTRUM MAGAZINE

MAGIC ADDS

7-25-91

ITEM NO

791-081

1415 G STREET
RENT MOVE OUTS IN THE PAST YEAR

Based on an average of 26 units rented
8 Units under age 55 and 18 Units to over age 55

UNDER 55 - 3 Move outs
2 - Music Circus tenants moved at end of the season
1 - Moved to a different apartment complex

OVER 55 (Seniors) - 24 Move outs
5 - Stayed less than 6 months
5 - Stayed less than 2 months
1 - Paid but never moved in (homeless)
1 - Hospitalized
1 - Died
1 - Sent to jail
10 - Evictions for breaking House Rules or Lease
Rules
24 Total Senior move outs in the past year

ADDITIONALLY we presently have 4 more tenants moving out all related to Seniors problems.

- 1 - Eviction of a Senior for breaking House Rules
- 2 - These two tenants, both seniors, have verbally agreed to move at our request due to incidents of disorderly conduct and abuse of alcohol
- 1 - Good tenant under 55 has given 30 day notice due to the above three Senior tenants.

4

RENTAL AGREEMENT

1. The parties to this Agreement are _____ referred to as "Landlord", and _____ referred to as "Tenant". The Landlord leases to the Tenant Unit Number _____ located at _____ California.

2. Length of Time "Term". The initial term of this Agreement shall begin on _____ and end on _____. After the initial term ends, the Agreement will continue for successive terms of one (1) month each unless automatically terminated as permitted by Paragraph 13 of this Agreement.

2a. Occupancy. Premises shall be occupied only by the following named person(s).

Name	Birthdate	Name	Birthdate
_____	_____	_____	_____
Name	Birthdate	Name	Birthdate
_____	_____	_____	_____

3. Rent. The Tenant agrees to pay \$ _____ for the partial month ending on _____. After that, Tenant agrees to pay a rent of \$ _____ per month. This amount is due on the first day of the month at 2737 Woodberry Way, Ste. 104, Rancho Cordova, California 95670.

4. Charges for Late Payments and Returned Checks. If the Tenant does not pay the full amount of the rent shown in Paragraph 3 by the third day of the month, the Landlord may collect a fee of Twenty-Five Dollars and No/100ths (\$25.00) on the fourth day of the month. Thereafter, the Landlord may collect One and no/100ths Dollars (\$1.00) for each additional day the rent remains unpaid during the month it is due. The Landlord may collect a fee of Twenty-Five and No/100ths Dollars (\$25.00) at any time a check is not honored for payment ("bounces"). Landlord and Tenant agree that any money received from tenant will be applied to amounts owed the Landlord under the terms of the Agreement in the following order:

- a. To late charges.
- b. To charges incurred for returned or dishonored checks.
- c. To any legal fees incurred by Landlord to recover possession of the property for failure to pay rent, failure to obey the terms of the Rental Agreement or failure to comply with a 30 day notice terminating the tenancy, whether the legal action is stopped prior to judgment or not.
- d. To overdue rent with the money being applied to the most overdue rent first.
- e. To current rent.

5. Condition of Dwelling Unit. By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all appliances and equipment in the unit are in good working order. The Tenant also agrees that the Landlord has made no promise to decorate, alter, repair or improve the unit, except as listed on the attached UNIT INSPECTION REPORT (to be completed within seven (7) days).

6. Utilities. Tenant agrees to pay for all utilities, services, and charges, if any, made payable by or predicated upon occupancy of resident except _____. Tenant also agrees by initialing this provision that Tenant will be held accountable for changing utilities over to Tenant's name at the time of signing this Agreement. Failure to do so will result in legal action being filed for the resulting amount due. Tenant understands this provision. (____) Initial(s).

* 7. Deposit. The Tenant has deposited * _____ with the Landlord. The Landlord will hold this security deposit in a non-interest bearing account for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the Security Deposit. The amount of refund will be determined in accordance with the following conditions and procedures:

* \$ 250.00 PLUS FIRST AND LAST MONTHS RENT

P91-087

7-25-91

ITEM NO 18

a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with a 30-day written notice of intent to move required by Paragraph 13, unless the Tenant was unable to give a notice for reasons beyond his/her control;

b. The Landlord will refund to the Tenant the amount of the security deposit unless any amount needed to pay the cost of: (1) unpaid rent; (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report; (3) charges for late payment of rent and returned check charges, as described in Paragraph 4; and (4) charges for unreturned keys as described in Paragraph 8;

c. The Landlord agrees to refund the amount computed in Paragraph 6(c) within 14 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit;

d. If the unit is rented by more than one (1) person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement;

e. The Tenant understands that Landlord will not count the security deposit towards the last month's rent.

8. Keys and Locks. The Tenant agrees not to install additional or different locks or gates on any doors or windows in the unit without permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant Twenty-five and No /100ths Dollars (\$25.00) for any key not returned. Tenant is receiving _____ keys. (_____) Initial(s).

9. Damages. Whenever damages caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:

a. The cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and

b. Rent for the period the unit is damaged whether or not the unit is habitable.

10. Restrictions or Alterations. The Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:

a. Change or remove any part of the appliances, fixtures or equipment in the unit;

b. Paint or install wallpaper or contact paper in the unit;

c. Attach awnings or window guards in the unit;

d. Attach or place any fixtures, signs or fences on the buildings, the common areas or the project grounds;

e. Attach any shelves, screen doors, or other permanent improvements in the unit;

f. Install washing machines, dryers, fans, heaters or air conditioners in the unit; or

g. Place any aerial antennas or other electrical connectors on the unit.

11. General Restrictions. The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the residence only as a private dwelling for himself/herself and the individuals listed on the Rental Agreement. The Tenant agrees to permit other individuals

to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:

- a. Sublet or assign the unit, or any part of the unit;
- b. Use the unit for unlawful purposes;
- c. Engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
- d. Have pets or animals of any kind in the unit without the prior written permission of the Landlord;
- e. Make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

12. Access by Landlord. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable notice of his/her intent to enter the unit and to enter the unit only after receiving the Tenant's consent to do so, except when emergency situations make notice improper except under Paragraph (c) below.

- a. The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit with the purpose of making reasonable repairs and periodic inspections.
- b. After the Tenant has given notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for reoccupancy.

13. Termination of Tenancy.

a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit. If the Tenant does not give the full 30 day notice, the Tenant shall be liable for rent up to the rent of the 30 days for which notice is required or to the date the unit is rerented, whichever date comes first.

b. Any termination of the Agreement by the Landlord must be carried out in accordance with State and local law and the terms of this Agreement. The Landlord may terminate this Agreement only for: (1) the Tenant's MATERIAL NON-COMPLIANCE with the terms of this Agreement; (2) the Tenant's material failure to carry out obligations under any state landlord or tenant acts; or (3) other good cause, which includes but is not limited to the Tenant's refusal to accept the Landlord's proposed change to this Agreement. Termination for other good cause may only be affected as of the end of the initial or successive term. MATERIAL NON-COMPLIANCE includes, but is not limited to, nonpayment of rent beyond any grace period available under state law, failure to reimburse the Landlord within 30 days for repairs made under Paragraph 9a of this Agreement, REPEATED LATE PAYMENT OF RENT, permitting unauthorized persons to live in the unit, serious or repeated damage to the unit or common areas, creations of physical hazards, serious or repeated interference with the rights and quiet enjoyment of other tenants.

c. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice of the proposed termination. If Landlord is terminating this Agreement for other than good cause, the termination notice must be received by the Tenant at least 30 days before the date the Tenant will be required to move from the unit. If the Tenant has not paid his/her rent by the third day of the month, he/she will receive a three-day notice to quit. If Tenant has been repeatedly late with his/her payments, he/she will also be served with a three-day notice to quit under the MATERIAL NON-COMPLIANCE provision in the lease. NONPAYMENT OF RENT

BEYOND ANY GRACE PERIOD OR REPEATED LATE PAYMENTS OF RENT WILL RESULT IN A THREE-DAY NOTICE TO QUIT THE PREMISES.

d. The definition of good cause is as follows: "Good cause for an eviction is if only one or more of the following conditions exist: The Tenant has (1) failed to pay rent in a timely manner; (2) seriously or repeatedly failed (a) to keep the part of the premises upon which the Tenant occupies and uses clean and sanitary as the condition of the premises permits, (b) to dispose of the Tenant's dwelling unit of all rubbish, garbage, and other waste, in a clean and sanitary manner; (3) to properly use and operate all electrical, gas and plumbing fixtures, and keep them as clean and sanitary as their condition permits; (4) to occupy the premises as the Tenant's abode, utilizing portions thereof for living, sleeping, cooking and dining purposes only which were respectively designed or intended to be used for such occupancy; (5) have seriously injured the rights of other tenants to exercise their rights as tenants of the housing development, and permit any person on the premises to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit of the facilities, equipment, or appurtenances thereto, has done any such thing himself/herself.

e. Other good cause. Conduct cannot be considered as other good cause unless the owner or project manager has given the Tenant prior notice that their conduct will constitute a basis for termination of tenancy.

14. Smoke Detector. By initialing _____, resident understands that smoke detector is a battery operated unit and shall be resident's responsibility to insure battery operation, replace battery as needed. If after replacing the battery the smoke detector(s) do not work, inform the owner or authorized agent immediately in writing.

15. Waterbeds. Waterbeds are permitted in this apartment with the tenant's proof of waterbed insurance in the amount of Twenty Thousand and No/100ths Dollars (\$20,000) and designated as an additional insured.

16. Patio/Yard Maintenance. By accepting the apartment, Tenant acknowledges that the planted areas of any patio/yard that is part of the apartment is in good condition. Resident shall properly and sufficiently water and maintain, including weeding and fertilizing, said planted areas and keep same in a good and green growing condition.

17. Hold Harmless. Tenant shall hold the owner and its agent harmless from claims of loss or damage to property, and if injury or death to persons caused by the acts or negligence of the Tenant, his/her guest or invitees occurring on the premises. Tenant expressly absolves owner and its agent from any and all liability from any loss or damage to Tenant's property arising out of water leakage, breaking pipes, theft, or other problems beyond the reasonable control of the owner.

18. Attorneys' Fees. If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover in addition to all other relief reasonable attorneys' fees and costs. If Landlord is required to initiate legal action against Tenant, Tenant is liable for fees.

19. Notices. Notice upon Tenant may be served at the subject premises. Notice upon owner may be served upon the manager of the demised premises at 2737 Woodberry Way, Ste. 104, Rancho Cordova, California. The undersigned resident(s) acknowledges having read and understood the foregoing and receipt of a duplicate original.

Dated: _____ RESIDENT MANAGER/AGENT

Dated: _____ TENANT

Dated: _____ TENANT

Dated: _____ TENANT





LINDA D. DISMUKES

ATTORNEY AT LAW

July 24, 1991

City of Sacramento,
Planning Commission
1231 "I" Street
Sacramento, CA 95814

Linda Dismukes Boudier
2652 16th Street
Sacramento, CA 95818
(916) 444-6198

Re: 1415 "G" Street
P #91087, P #89309,
P #88312, P #86035

Honored Commission:

It is with regret that I again respond to the continuing effort to lift zoning restrictions at the referenced property. Having just learned of this new effort, I ask that you continue this matter until the newer members of the commission can review the files and become acquainted with this very serious neighborhood problem.

Put simply, we are fighting drugs. The intensity of the use at 1415 "G" (41 units) was a NEGOTIATED SETTLEMENT with the neighborhood in exchange for "senior housing"...the ultimate purpose was to stop the yearly drug cycles at 1415 "G" St. If the senior housing restriction is lifted, then the number of units MUST diminish to honor that original settlement agreement. Many of you are new to the Planning Commission, this neighborhood is NOT new to the drug issues at 1415 "G" Street. Your decision could devastate a struggling neighborhood; please take a moment to review the previous records.

To explain, there are NO NEW FACTS with this application and the previous record (P#89309, P#88312, P#86035) supports a continued restriction: senior housing. Any economic hardship is directly related to mismanagement and/or overencumbered debt on the property. 1415 "G" has known both of these problems. Realistically, it will NOT be boarded up; it is too economically viable as a LIMITED CARE FACILITY. The current owners are aware of this and have chosen NOT to pursue the best use for the units. (Please refer to earlier P#'s for verification.) They have chosen, instead, to persistently apply for a spot-zone hoping that the political climate on the commission or with the City Council will change. The neighborhood is tired of fighting the same battle over and over and over.

We ask for the Commission's support in defeating the application. We seek a "res judicata" FINAL determination based on the facts already heard. We need staff support, commission support, and council support. As always, I encourage your comments and remain available for your questions.

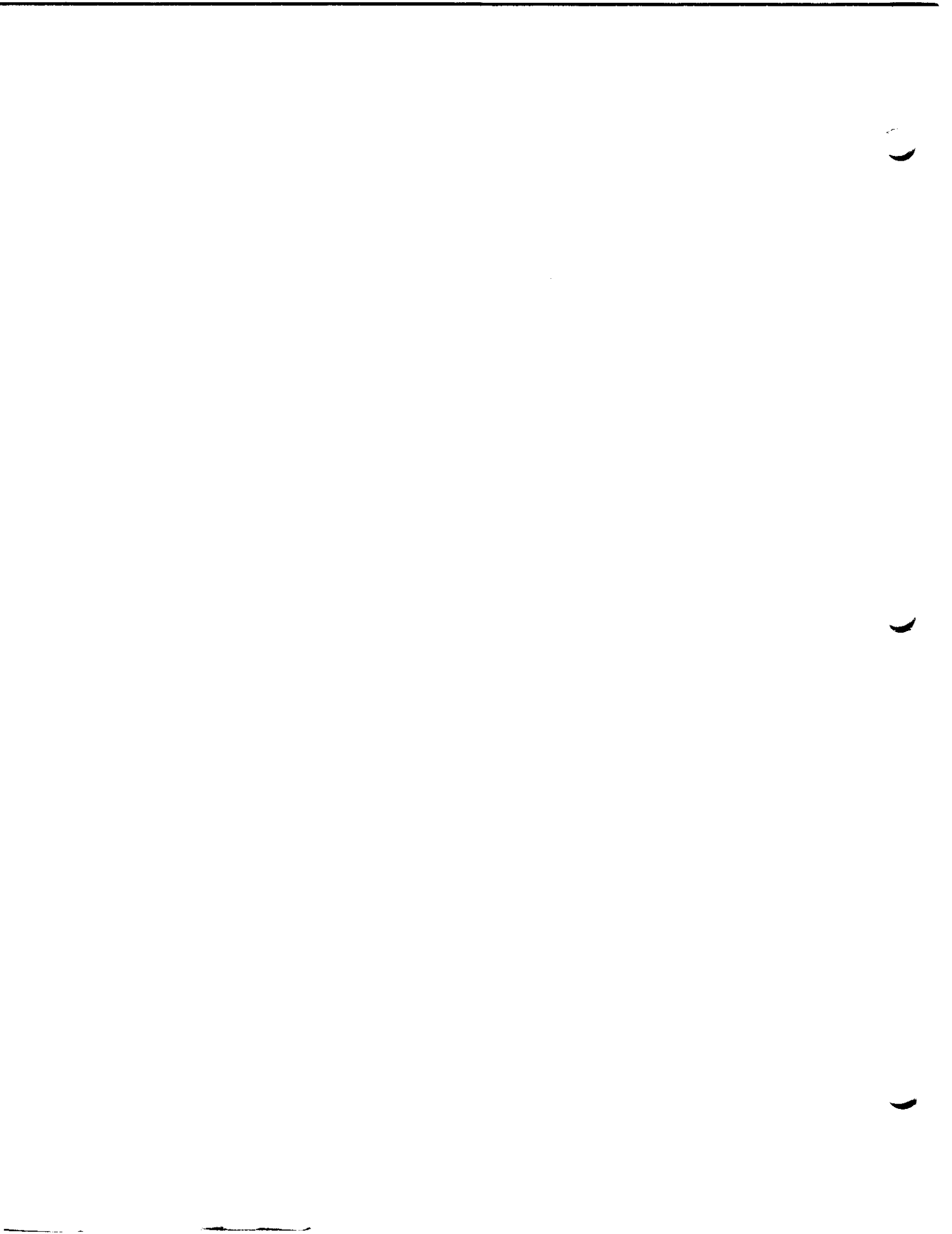
Sincerely,

Linda Dismukes Boudier
Attorney at Law

LDB:ms
cc.

2652 16TH STREET • SACRAMENTO, CA 95818 • (916) 444-6198

Item 18





LINDA D. DISMUKES

ATTORNEY AT LAW

July 25, 1991

City of Sacramento,
Planning Staff
1231 "I" Street
Sacramento, CA 95814

Re: P#91087, P#89309,
P#88312, P#86035
1415 "G" Street

Attn: Joy Patterson

Having just read the staff report and knowing our time is quite limited, I've delineated the major concerns or report errors that should be addressed by staff BEFORE the item referenced is reviewed by the commission:

- 1) Page 2, 1st paragraph: Your sequence of zoning events from R-5 to R-3A is correct. However, the building NEVER became a legally established non-conforming use of 41 units until 1986. I recommend you seek assistance of the City Attorney on this issue.
- 2) Page 3, 1st paragraph: The unverified speculation of the owner has been re-stated as fact by planning staff: "the property will be foreclosed on and left vacant." It is NOT TRUE. P#89309 and P#88312 verified for the commission that a LIMITED CARE FACILITY was likely the most economically viable use for the building. Interestingly, the Redevelopment Agency study is now missing from the files. Further, if the economic climate for senior housing has changed from 1989 to now, in a downward trend, staff should verify it with more than one agency.
- 3) Page 3, 2nd paragraph, parking: 29 parking spaces for 41 units is NOT adequate. From my recollection, the parking became severed from the building through attorney error in bankruptcy court (early 1980s). The "33 space credit" merits investigation because not only because 1) earlier owners failed to merge the two lots, but 2) the NEGOTIATED SETTLEMENT for 41 units anticipated 29 parking spaces for 41 units, 80% of which was senior housing. In fact, earlier comments from Mark Morgan, City parking, are not referred to in the staff report and Mike Melvin, currently on duty for City parking, recalls no request from staff on this current issue as of 9:00 am this morning.
- 4) Page 3, 3rd paragraph, D.: Staff indicated that "evidence has been provided that a senior housing complex at the subject

Planning Staff
July 25, 1991

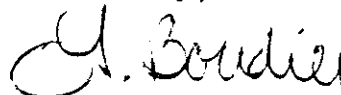
site is not feasible." In reviewing the files, I see no such evidence except the statements of the applicant. I also find the lengthy report and comments that I made missing from your files. In fact, the evidence controverting the applicant statements was highly supportive of a LIMITED CARE FACILITY. I found your files totally void of all references to that evidence and discussion.

5) The only other missing document of significance appears to be the letter from the City Police that was read into the record at an earlier hearing. The neighborhood drug problems are alive and as well as they were when the applicant made this same plea in 1989. There are NO NEW FACTS here. There is, however, in the report, a staff effort to reconstruct the history of the zoning issues for this building in a manner to make the application appear reasonable: it is NOT reasonable.

Any change in the existing zoning or restrictions will be a breach of the agreement that increased the number of units. The zoning restrictions, as they stand, are in the best interests of the community and the economic climate in Sacramento is very good for senior housing. It is quite apparent that the staff report was made either without reference to the earlier applications or with reference to incomplete files with "missing" documents.

I shall ask that the item be continued until these questions and problems are resolved.

Sincerely,



Linda Dismukes Boudier
Attorney at Law

LDB:ms
cc.