

**From:** [Yibin Shen](#)  
**To:** [CityCouncil-List](#)  
**Cc:** [Bill Chapin](#); [Ryan Halpern](#); [Michael Roush](#); [Andrew Thomas](#)  
**Subject:** FW: permit fees for the south shore apartments.  
**Date:** Thursday, May 11, 2023 11:42:42 AM  
**Attachments:** [410 WESTLINE DR CB20-0727.pdf](#)  
[300 WESTLINE DR CB20-0726.pdf](#)

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Dear Mayor and Council,

We received a Council Member question regarding the total permit fees paid to the City for the Southshore CIP renovations. I write to forward the Planning/Building team's answer (below) to the full Council.

Many Thanks

Y

Yibin Shen  
City Attorney  
City of Alameda  
2263 Santa Clara Avenue, Room #280  
Alameda, CA 94501  
(510)747-4750

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**From:** Andrew Thomas <[athomas@alamedaca.gov](mailto:athomas@alamedaca.gov)>  
**Sent:** Thursday, May 11, 2023 11:33 AM  
**Cc:** Yibin Shen <[yshen@alamedacityattorney.org](mailto:yshen@alamedacityattorney.org)>; Jennifer Ott <[jott@alamedaca.gov](mailto:jott@alamedaca.gov)>; Erin Garcia <[egarcia@alamedaca.gov](mailto:egarcia@alamedaca.gov)>; Nancy McPeak <[nmcpeak@alamedaca.gov](mailto:nmcpeak@alamedaca.gov)>  
**Subject:** FW: permit fees for the south shore apartments.

Sorry for the delay. The total fees paid for the improvements to the seven (7) buildings at the complex is \$65,897.65. For more detail see the line items for the two attached fee sheets for the project. (Please note in the description that one is for 3 buildings and one is for 4 buildings.)

Hope this is what you were looking for. Let us know if not.

Erin and Nancy: Thank YOU for pulling this info.

- Andrew



**CITY OF ALAMEDA**  
2263 SANTA CLARA AVENUE, ROOM 190  
ALAMEDA, CA 94501

(510) 747-6800

**Combination Building Permit : CB20-0727**

**Applicant Information**

GARRETT WALTON  
ONE MARITIME PLAZA FLOOR 1900  
SAN FRANCISCO CA, 94111  
707-592-2416

**Contractor Information**

NEAPOLIS CONSTRUCTION LLC  
ONE MARITIME PLAZA STE 1900  
SAN FRANCISCO, CA 94111  
(415) 233-8158

**Owner Information**

SOUTH SHORE BEACH & TENNIS  
CLUB  
1900 S NORFOLK ST  
SAN MATEO, CA 94403-1161

**Project Information**

Status: **Finald**

Type: **Combination Building Permit**

Category: **NA**

Sub-Type: **Residential**

Parcel Number: **074-1285-080-00**

Applied: **12/18/2020**

Issued: **03/31/2021**

Finald: **06/08/2022**

Expired: **06/08/2023**

Valuation: **\$1,142,860.00**

Job Address: **410 WESTLINE DR, BLDG D,E,F,G**

Work Description: **BLDG D, E, F G - BUILDING EXTERIOR REFRESH INCLUDING WINDOW REPLACEMENT, DRY ROT REPAIR, PAINT, ADDITIONAL FLASHING, LIGHTING REPLACEMENT, AND SELECT BALCONY TREATMENTS. BUILDING INTERIOR CORRIDOR SCOPE INCLUDES, LIGHTING REPLACEMENT, PAINT, FLOORING, NEW BASEBOARD, AND DOOR HARDWARE. SITEWORK INCLUDES MISC. WATERPROOFING SCOPES AND LIGHTING REPLACEMENT (BLDG/ELEC)**

<b><u>FEE DESCRIPTION</u></b>	<b><u>ACCOUNT CODE</u></b>	<b><u>UNITS</u></b>	<b><u>FEE AMOUNT</u></b>	<b><u>PAID</u></b>
Permit Fee - Building	481003-33400 (1010)	17854	\$17,854.00	\$17,854.00
Improvement Tax	164-32250 (1060)	1	\$11,428.60	\$11,428.60
Waste Mgmt Plan & Report review (online)	02741-37570 (8724)	1	\$373.00	\$373.00
Filing Fee	481003-37450 (1050)	2	\$132.00	\$132.00
Technology Fee	481003-33063 (1051)	1	\$950.10	\$950.10
Building Standards Fee	209-212391 (1230)	1	\$46.00	\$46.00
Plan Check - Building	481003-37160 (1025)	800	\$800.00	\$800.00
Plan Check - Planning	481005-37160 (6325)	1	\$216.00	\$216.00
SMIP - Residential	209-212390 (1040)	1	\$148.57	\$148.57
Community Planning Fee	481005-33064 (8765)	1	\$5,714.30	\$5,714.30
<b>TOTALS:</b>			<b>\$37,662.57</b>	<b>\$37,662.57</b>

<b><u>RECEIPT #</u></b>	<b><u>PAYMENT METHOD</u></b>	<b><u>CHECK #</u></b>	<b><u>PAYOR:</u></b>	<b><u>RECEIPT DATE</u></b>	<b><u>RECEIPT AMOUNT</u></b>
543039	Check	2070	ALAMEDA	12/30/2020	\$37,518.08
<b>Cashier: JCHUN</b>			MULTIFAMILY OWNER		
			LLC		
544675	Credit Card		Garrett J Walton	03/30/2021	\$144.49
<b>Cashier: PUBLICUSER0</b>					
<b>Total Payments:</b>					<b>\$37,662.57</b>
<b>Balance Due:</b>					<b>\$0.00</b>



**CITY OF ALAMEDA**  
2263 SANTA CLARA AVENUE, ROOM 190  
ALAMEDA, CA 94501

(510) 747-6800

**Combination Building Permit : CB20-0726**

**Applicant Information**

GARRETT WALTON  
ONE MARITIME PLAZA FLOOR 1900  
SAN FRANCISCO CA, 94111  
707-592-2416

**Contractor Information**

NEAPOLIS CONSTRUCTION LLC  
ONE MARITIME PLAZA STE 1900  
SAN FRANCISCO, CA 94111  
(415) 233-8158

**Owner Information**

SOUTH SHORE BEACH & TENNIS  
CLUB  
1900 S NORFOLK ST  
SAN MATEO, CA 94403-1161

**Project Information**

Status: **Finald**

Applied: **12/18/2020**

Issued: **03/29/2021**

Type: **Combination Building Permit**

Finald: **06/08/2022**

Expired: **06/08/2023**

Category: **NA**

Sub-Type: **Residential**

Parcel Number: **074-1285-080-00**

Valuation: **\$857,140.00**

Job Address: **300 WESTLINE DR, BLDG A, B, C**

Work Description: **BLDG A, B, C - BUILDING EXTERIOR REFRESH INCLUDING WINDOW REPLACEMENT, DRY ROT REPAIR, PAINT, ADDITIONAL FLASHING, LIGHTING REPLACEMENT, AND SELECT BALCONY TREATMENTS. BUILDING INTERIOR CORRIDOR SCOPE INCLUDES, LIGHTING REPLACEMENT, PAINT, FLOORING, NEW BASEBOARD, AND DOOR HARDWARE. SITEWORK INCLUDES MISC. WATERPROOFING SCOPES AND LIGHTING REPLACEMENT (BLDG/ELEC)**

<b><u>FEE DESCRIPTION</u></b>	<b><u>ACCOUNT CODE</u></b>	<b><u>UNITS</u></b>	<b><u>FEE AMOUNT</u></b>	<b><u>PAID</u></b>
Permit Fee - Building	481003-33400 (1010)	13203	\$13,203.00	\$13,203.00
Improvement Tax	164-32250 (1060)	1	\$8,571.40	\$8,571.40
Waste Mgmt Plan & Report review (online)	02741-37570 (8724)	1	\$373.00	\$373.00
Filing Fee	481003-37450 (1050)	2	\$132.00	\$132.00
Technology Fee	481003-33063 (1051)	1	\$707.55	\$707.55
Building Standards Fee	209-212391 (1230)	1	\$35.00	\$35.00
Plan Check - Planning	481005-37160 (6325)	1	\$216.00	\$216.00
Plan Check - Building	481003-37160 (1025)	600	\$600.00	\$600.00
SMIP - Residential	209-212390 (1040)	1	\$111.43	\$111.43
Community Planning Fee	481005-33064 (8765)	1	\$4,285.70	\$4,285.70
<b>TOTALS:</b>			<b>\$28,235.08</b>	<b>\$28,235.08</b>

<b><u>RECEIPT #</u></b>	<b><u>PAYMENT METHOD</u></b>	<b><u>CHECK #</u></b>	<b><u>PAYOR:</u></b>	<b><u>RECEIPT DATE</u></b>	<b><u>RECEIPT AMOUNT</u></b>
543038	Check	2071	ALAMEDA	12/30/2020	\$28,235.08
<b>Cashier: JCHUN</b>			MULTIFAMILY OWNER LLC		
<b>Total Payments:</b>					<b>\$28,235.08</b>
<b>Balance Due:</b>					<b>\$0.00</b>

**From:** [Yibin Shen](#)  
**To:** [CityCouncil-List](#)  
**Cc:** [Rent Program](#); [Michael Roush](#)  
**Subject:** FW: CIP question  
**Date:** Tuesday, May 9, 2023 10:37:49 AM  
**Attachments:** [2023.05.08 - 25+ Units - Owner Mailing Addresses.xlsx](#)

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Dear Mayor and Council,

We received a Council request for all properties/landlords that would be affected by staff's proposed moratorium on CIP applications from properties with 25 or more units.

I write to forward responsive information to the full Council, as attached.

Many Thanks

Y

Yibin Shen  
City Attorney  
City of Alameda  
2263 Santa Clara Avenue, Room #280  
Alameda, CA 94501  
(510)747-4750

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**From:** Ryan Halpern <rhalpern@alamedaca.gov>  
**To:** Yibin Shen <yshen@alamedacityattorney.org>; Bill Chapin <bchapin@alamedaca.gov>  
**Subject:** RE: question

Hi Yibin,

See attached, please note the South Shore property is divided into two parcels, highlighted.

-Ryan

APN Primary Address	Total No. of Units	Owner Business Name	Owner Mailing Address	Owner Mailing City State Zip
1380 THIRD ST ALAMEDA CA 94501	392	BALLENA VILLAGE LLC & CCD BALLENA LLC	241 W MAIN ST	LOS GATOS, CA 95030
1826 POGGI ST ALAMEDA CA 94501	390	BRE Alameda I MF Property Owner LLC	233 S. WACKER DR Suite 4700	CHICAGO, IL 60606
410 WESTLINE DR ALAMEDA CA 94501	268	ALAMEDA MULTIFAMILY OWNER LLC	3953 Maple Ave 300	Dallas, TX 75219
501 BUENA VISTA AVE ALAMEDA CA 94501	225	Bre Alameda I MF Property Owner LLC	233 S WACKER DR #4200	CHICAGO, IL 60606
1825 POGGI ST ALAMEDA CA 94501	186	Rica Vista	1825 Poggi St Leasing Office	Alameda, CA 94501
300 WESTLINE DR ALAMEDA CA 94501	184	ALAMEDA MULTIFAMILY OWNER LLC	3953 Maple Ave 300	Dallas, TX 75219
250 MOSLEY AVE, ALAMEDA, CA 94501	150	CP VI ADMIRALS COVE LLC	1000 SANSOME ST FL 1ST	SAN FRANCISCO , CA 94111
404 CENTRAL AVE ALAMEDA CA 94501	144	UIJB PARTNERS LP	3205 NORTHWOOD DR #5	CONCORD, CA 94520
1777 SHORELINE DR ALAMEDA CA 94501	101	Bantry Bay Properties DBA Shoreline Apartments	PO BOX 314	SAN LORENZO, CA 94580
1801 SHORELINE DR ALAMEDA CA 94501	101	BANTRY BAY PROPERTIES	PO BOX 314	SAN LORENZO, CA 94580
1100 PACIFIC MARINA ALAMEDA CA 94501	84	Lsvb Brook Hill LLC	480 3RD ST	OAKLAND, CA 94607
2445 SHORELINE DR ALAMEDA CA 94501	84	ALAMEDA DUNES LP	2445 Shoreline Dr Leasing Office	Alameda, CA 94501
1417 EIGHTH ST ALAMEDA CA 94501	80	MAEWOOD ZARBACK & DONNA C QUINTERO TRS	135 MAIN STREET #9/F	SAN FRANCISCO, CA 94105
2544 SANTA CLARA AVE, ALAMEDA, CA 94501	76	1415 Broadway Alameda Hotel LLC	10 Nemea Ln	Lafayette, CA 94549
2465 SHORELINE DR ALAMEDA CA 94501	76	TOWER ALAMEDA LLC	900 5th Ave #105	San Rafael, CA 94901-2959
333 WILLOW ST ALAMEDA CA 94501	75	FRANCISCAN APARTMENTS ALAMEDA LLC	1000 MARINA VILLAGE PKWY #130	ALAMEDA, CA 94501
544 CENTRAL AVE ALAMEDA CA 94501	72	DEL CORONADO ASSOCIATES	2975 SCOTT BLVD #200	SANTA CLARA, CA 95054
550 CENTRAL AVE ALAMEDA CA 94501	70	MSC FUND X & M&S INVESTMENTS	135 MAIN ST, 9th Floor	SAN FRANCISCO, CA 94105
2540 BARBERS POINT RD, ALAMEDA, CA 94501	67	RiverRock Real Estate Group	950 West Mall Square Suite 239	Alameda, CA 94501
547 BUENA VISTA AVE ALAMEDA CA 94501	66	KAFIEH FARRKTALA & SAYE FARROKHTALA TRS & FAR ETAL	1005 Romona Avenue	Albany, CA 94706
564 CENTRAL AVE ALAMEDA CA 94501	65	ALAMEDA MARINE VIEW APARTMENTS LLC	573 S VAN NESS AVE	SAN FRANCISCO, CA 94110
557 BUENA VISTA AVE ALAMEDA CA 94501	63	GARDEN COURT APARTMENTS LLC	PO BOX 308	SAN RAMON, CA 94583
2149 OTIS DR ALAMEDA CA 94501	61	OTA Alameda LLC	1000 MARINA VILLAGE PKWY #130	ALAMEDA, CA 94501
1940 FRANCISCAN WAY ALAMEDA CA 94501	58	CALIFORNIAN APARTMENTS LLC	6138 THORNHILL DR	OAKLAND, CA 94611
2485 SHORELINE DR ALAMEDA CA 94501	57	TROPIC SANDS APARTMENTS LLC	1000 MARINA VILLAGE PKWY #130	ALAMEDA, CA 94501
400 WHITEHALL RD ALAMEDA CA 94501	57	SOUTHSHORE GARDENS LP	418 WHITEHALL RD #A	ALAMEDA, CA 94501
434 CENTRAL AVE ALAMEDA CA 94501	53	Surfside Owner LP	401 Wilshire Blvd 1070	Santa Monica, CA 90401
2020 FRANCISCAN WAY ALAMEDA CA 94501	52	PCI III LANAI ASSOCIATES	135 MAIN ST 9th Floor	SAN FRANCISCO, CA 94105
2000 FRANCISCAN WAY ALAMEDA CA 94501	52	PCI II WAVECREST ASSOCIATES	135 MAIN ST 9th Floor	SAN FRANCISCO, CA 94105
324 KITTY HAWK RD ALAMEDA CA 94501	50	324 Alameda LLC	1841 Avenida Del Norte	Fullerton, CA 92833
2051 SHORELINE DR ALAMEDA CA 94501	45	RICHARD & ELAINE FOHR TR	135 MAIN ST FLOOR 9	SAN FRANCISCO, CA 94105
1611 SHERMAN ST ALAMEDA CA 94501	45	PAUL H SHEEHAN TR & WILLIAM J SHEEHAN	1236 Bay St.	Alameda, CA 94501
1919 SHORELINE DR ALAMEDA CA 94501	43	TRADEWINDS APARTMENTS FAMILY LIMITED PARTNRSHP	4844 TELEGRAPH AVE	OAKLAND, CA 94609
2031 SHORELINE DR ALAMEDA CA 94501	43	Fereidoon & Sohi F Hashemi	4844 TELEGRAPH AVE	OAKLAND, CA 94609
615 CENTRAL AVE ALAMEDA CA 94501	42	ROBERT L AND JEANINE A BRIGGS	PO BOX 298	KENWOOD, CA 95452
600 CENTRAL AVE ALAMEDA CA 94501	42	Neptune Court Apartments	600 Central Avenue Apt 8	Alameda, CA 94501
2394 MARINER SQUARE DR, ALAMEDA, CA 94501	41	Valley Investments Redwoods LLC	2394 Mariner Square Dr	Alameda, CA 94501
2019 SHORELINE DR ALAMEDA CA 94501	41	TAYCON PROPERTIES TWO LLC & BLACK MOUNTAIN IN ETAL	2626 HANOVER ST	PALO ALTO, CA 94304
424 WHITEHALL RD ALAMEDA CA 94501	40	SOUTHSHORE GARDENS LP	418 WHITEHALL RD	ALAMEDA, CA 94501
320 GRAND ST, ALAMEDA, CA 94501	38	OUTRIGGER ALAMEDA LLC	1448 MADISON ST #309	OAKLAND, CA 94612
1901 SHORELINE DR ALAMEDA CA 94501	38	SHORELINE APARTMENTS LLC	573 S VAN NESS AVE	SAN FRANCISCO, CA 94110
1701 SHORELINE DR ALAMEDA CA 94501	38	Marymount Summit LLC	1405 Marshall St Suite A	Redwood City , CA 94063
736 LINCOLN AVE ALAMEDA CA 94501	37	PCI XII LINCOLN ASSOCIATES	1406 WEBSTER ST	ALAMEDA, CA 94501
916 UNION ST ALAMEDA CA 94501	37	TIMBER DELL PROPERTIES LLC	1406 WEBSTER ST	ALAMEDA, CA 94501
2235 LINCOLN AVE ALAMEDA CA 94501	36	LINCOLN HOUSE LLC	2425 CHANNING WAY #692	BERKELEY, CA 94704
2001 SHORELINE DR ALAMEDA CA 94501	36	KEITH L WEST ETAL	1352 A ST	HAYWARD, CA 94541
1419 GRAND ST ALAMEDA CA 94501	36	PCI VI MEDITERRANEAN ASSOCIATES	1406 WEBSTER ST	ALAMEDA, CA 94501
2020 SANTA CLARA AVE ALAMEDA CA 94501	35	THREE CROWN APARTMENTS LLC	573 S VAN NESS AVE	SAN FRANCISCO, CA 94110
2045 CENTRAL AVE ALAMEDA CA 94501	34	ELIZABETH VETTERLI TR & WILDA M LUNDBORG TR	1480 CREEKSIDE DR #A101	WALNUT CREEK, CA 94596
1715 CENTRAL AVE ALAMEDA CA 94501	34	ASRANI FAMILY LP	PO BOX 41506	SAN JOSE, CA 95160
1817 CENTRAL AVE ALAMEDA CA 94501	34	SHAFFER PROPERTIES 1817 CENTRAL L P ETAL	1245 HAWTHORNE ST	ALAMEDA, CA 94501
2110 SANTA CLARA AVE ALAMEDA CA 94501	34	AGNES S POON TR	499 11th Ave	San Francisco, CA 94118
2237 SANTA CLARA AVE ALAMEDA CA 94501	33	MATTHEW N & MARGARET M MURPHY	888 4TH ST #3	SAN RAFAEL, CA 94901
470 CENTRAL AVE ALAMEDA CA 94501	33	SE ALAMEDA LP	2191 Market St. Suite A	San Francisco, CA 94114
1704 CENTRAL AVE ALAMEDA CA 94501	30	1704 CENTRAL AVENUE LLC	4125 BLACKFORD AVE #200	SAN JOSE, CA 95117
1850 THAU WAY ALAMEDA CA 94501	30	CHARVET & KU PROPERTIES LLC	PO BOX 226	SAN MATEO, CA 94401
2521 CENTRAL AVE ALAMEDA CA 94501	30	GREEN WHEEL SPRING	PO BOX 32387	OAKLAND, CA 94604
732 CENTRAL AVE ALAMEDA CA 94501	29	TIMBER DELL PROPERTIES LLC	1406 WEBSTER ST	ALAMEDA, CA 94501
1328 PARK ST ALAMEDA CA 94501	28	PARK STREET PROPERTIES III LLC	6000 MARGARIDO DR	OAKLAND, CA 94618
430 BUENA VISTA AVE ALAMEDA CA 94501	26	CP430/450 BUENA VISTA LLC	20410 TOWN CENTER LANE STE 200	CUPERTINO, CA 95014
2167 OTIS DR ALAMEDA CA 94501	26	OTIS DRIVE LLC	9 CHARLES HILL CIR	ORINDA, CA 94563
1548 WEBSTER ST, ALAMEDA, CA 94501	26	CASE, STEVEN C CASE, VERONICA K	600 TARRYTON ISLE	ALAMEDA, CA 94501-5646
450 BUENA VISTA AVE ALAMEDA CA 94501	26	CP430/450 BUENA VISTA LLC	20410 TOWN CENTER LANE STE 200	CUPERTINO, CA 95014
431 PACIFIC AVE ALAMEDA CA 94501	26	MARSHALL 431 LLC	151 CALLAN AVE, STE 213	SAN LEANDRO, CA 94577
1400 WEBSTER ST, ALAMEDA, CA 94501	25	TIMBER DELL PROPERTIES LLC & JOHN & J COCORES ETAL	1406 WEBSTER ST	ALAMEDA, CA 94501
777 TAYLOR AVE ALAMEDA CA 94501	25	GENE F & MOO J MAHR TRS	570 AMBER ISLE	ALAMEDA, CA 94501
1357 PARK ST ALAMEDA CA 94501	25	Chew Lun Benevolent Association	2143 BEACH ST	SAN FRANCISCO, CA 94123

**From:** [Bill Chapin](#)  
**To:** [CityCouncil-List](#)  
**Cc:** [Lara Weisiger](#)  
**Subject:** Capital Improvements regulation  
**Date:** Tuesday, May 2, 2023 11:42:34 AM  
**Attachments:** [image003.png](#)  
[image002.png](#)

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Dear Mayor and Council,

I write to share with you a copy of Rent Control Ordinance Regulation 23-01, which implements the Capital Improvement Plan (CIP) provisions of the Rent Ordinance and CIP Policy. We do expect that elements of this regulation may come up during May 11 agenda item concerning a moratorium on CIP applications for larger rental properties.

Thank you,  
Bill Chapin

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Bill Chapin  
Rent Program Director  
City of Alameda  
[www.alamedarentprogram.org](http://www.alamedarentprogram.org)  
ph: 510-747-7521 | [bchapin@alamedaca.gov](mailto:bchapin@alamedaca.gov)



**RENT CONTROL ORDINANCE REGULATION 23-01 IMPLEMENTING  
REGULATIONS CONCERNING CAPITAL IMPROVEMENT PLANS FOR RENTAL  
UNITS IN THE CITY OF ALAMEDA**

Whereas, in April 2016, following the City Council's adoption of an Ordinance (Ordinance No. 3148) concerning rent stabilization, limitations on evictions and relocation payments to certain tenants, City Council adopted Resolution No. 15138 approving a Policy concerning Capital Improvement Plans ("CIP Policy"); and

Whereas, on September 17, 2019, the City Council of the City of Alameda adopted Ordinance No. 3250 (beginning at Section 6-58.10 and following of the Alameda Municipal Code), as the Ordinance may be amended from time to time, restating and revising previous Ordinances concerning rent control, limitations on evictions and relocation payments to certain tenants (the Rent Ordinance"); and

Whereas, by reason of these revisions to the Rent Ordinance, certain provisions of and definitions in the CIP Policy need to be harmonized with provisions of the Rent Ordinance and one of the purposes of this Regulation is to carry out that harmonization; and

Whereas, for "fully regulated" Rental Units, the Rent Ordinance limits Rent Increases to once every 12 months; and

Whereas, for "fully regulated" Rental Units, the Rent Ordinance also limits rent increases to Annual General Adjustments as defined in the Rent Ordinance; and

Whereas, the CIP Policy makes reference to Rent Increases following an approved Capital Improvement Plan but such Rent Increases, taken literally, would run contrary to the intent and purpose of the Rent Ordinance and the CIP Policy whose purpose is to ensure that Tenants are not unreasonably displaced as a result of Capital Improvements to Rental Units; and

Whereas, the purpose of the Rent Ordinance and the CIP Policy is also to ensure that Landlords receive a just and reasonable return on their Capital Improvement expenditures; and

Whereas, if a Rent Increase as used in the CIP Policy were interpreted to mean a "Pass Through" of a Landlord's Capital Improvement expenditures it would result not only in the Landlord's receiving a just and reasonable return on their Capital Improvement expenditures but also result in Tenants' not being unreasonably displaced as a result of Capital Improvements; and

Whereas, if a Landlord were to impose on Tenants a "Pass Through" except in conjunction with an annual Rent Increase, such Pass Through would work a financial hardship on many Tenants and could cause Tenants to be unreasonably displaced; and

Whereas, for “fully regulated” Rental Units, AB 1482 (Civil Code, Section 1946.2 and following) limits rent increases to 5% plus the percentage change in the Consumers Price Index or 10%, whichever is lower; and

Whereas, Section 6-58.155, Alameda Municipal Code (all further Section references are to the Alameda Municipal Code unless stated otherwise) provides the Rent Program Administrator with the authority to promulgate regulations to implement the requirements and fulfill the purpose of the Rent Ordinance and policies concerning rent control, including the CIP Policy.

NOW, THEREFORE, under Section 6-58.155 the Rent Program Administrator adopts the following regulations concerning Capital Improvement Plans for Rental Units in the City of Alameda.

1. Purpose. The purpose of this Regulation is to encourage Landlords to improve the quality of the City’s rental housing stock, to ensure Landlords receive a fair return on their Capital Improvement expenditures and that Tenants are not unreasonably displaced as a result of Capital Improvements to their Rental Units.
2. Definitions. Unless otherwise indicated, terms that are capitalized have the same meaning as those terms in the Rent Ordinance.

“Pass Through” shall mean any monetary amount a Landlord is authorized to pass through to, and recover from, one or more Tenants, in the form of a surcharge or in addition to Base Rent, as authorized by an approved Capital Improvement Plan or any other lawful authorization. The term “Rent Increase” as that term is used in the CIP Policy shall mean a Pass Through as used in this Regulation.

3. Capital Improvement. A Capital Improvement, for purposes of this Regulation, shall be any improvement to a Rental Unit or property that has one or more Rental Units that (a) materially adds to the value of the property, (b) appreciably prolongs the useful life or adapts the property to new use, (c) becomes part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, (d) is identified in Section 6 of the CIP Policy, (e) has a documented cost that is not less than the product of eight times the average Rent of Tenant-occupied Rental Units multiplied by the number of Rental Units and any other Dwelling Unit on the property that benefits from the improvement, and (f) has a useful life of more than one year and is required to be amortized over the useful life of the improvement using, as the Program Administrator determines, the straight line depreciation provisions of the Internal Revenue Code and the regulations issued pursuant thereto but in no event less than 15 years. The Program Administrator shall approve an application for a Capital Improvement Plan for only those Capital Improvements set forth in Section 6 of the CIP Policy. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a



Pass Through, and generally no Landlord shall relocate a Tenant temporarily, for routine repairs, replacement or maintenance including, but not limited to, interior painting of less than 50% of a Rental Unit, plastering, replacing broken windows, replacing carpets or drapes unless replaced throughout the entire Rental Unit, cleaning, fumigating (unless tented), routine landscaping, standard repairing of electrical and plumbing services, and repairing or replacing furnished appliances.

4. When an Application for a Capital Improvement Plan Must be Filed; Frequency of Applications.

A. A Landlord must file with the Program Administrator a Capital Improvement Plan, in an application form as may be approved by the Program Administrator, when the Landlord is requesting a Pass Through in connection with Capital Improvements and/or is requesting to relocate temporarily a Tenant because the Landlord in good faith believes the work associated with the Capital Improvements cannot be accomplished safely with the Tenant remaining in the Rental Unit.

1. If a Landlord intends to make or has made eligible Capital Improvements to one or more Rental Unit or to property housing one or more Rental Units and seeks to recover the cost thereof by imposing a Pass Through on one or more Tenants, the Landlord may submit a Capital Improvement Plan application to the Rent Program. Landlords may file such application (a) prior to improvement work commencing to receive conditional approval of a Capital Improvement Plan based on estimates, or (b) within 12 months of completion of the improvement work based on documented costs. Unconditional approval of a Capital Improvement Plan requires the Landlord to demonstrate the actual costs of the improvements once the work is complete.

2. Regardless of whether a Landlord requests a Pass Through in connection with Capital Improvement work, if a Landlord believes that a Tenant must be displaced, even temporarily, because of the Capital Improvement work, the Landlord must file a Capital Improvement Plan application prior to taking any action to relocate the Tenant or terminate the Tenancy. If the Capital Improvement Plan is approved, the Tenant will be entitled to either Temporary or Permanent Relocation Payments, in accordance with Section 12 of this Regulation.

B. For any Rental Unit or property housing Rental Units, no Landlord may file an application for a Capital Improvement Plan more frequently than once every 24 months from the date a prior application for a Capital Improvement Plan has been unconditionally approved except for Capital Improvements made necessary by (i) a fire, flood, earthquake or other natural disaster, (ii) an event beyond the control of the Landlord and the Landlord did not cause or contribute

- to the condition that requires a Capital Improvement, or (iii) a Health or Safety condition that did not exist at the time the Landlord filed the prior application for a Capital Improvement Plan and that condition has caused or resulted in an order from a governmental agency or a court of competent jurisdiction to vacate the Rental Unit.
5. Calculation of the Amount of the Pass Through for Capital Improvements. If a Landlord demonstrates an improvement qualifies as a Capital Improvement under the CIP Policy, the Program Administrator shall determine the amount of the Pass Through by amortizing the cost of the improvement, including the confirmed interest rate for the financing that the Landlord secures for the Capital Improvements, over the useful life of the improvement as determined by the Program Administrator, and dividing that cost by each Rental Unit and any other Dwelling Unit on the property that benefits from the improvement. The Program Administrator shall have the discretion to determine the cost to each Rental Unit or Dwelling Unit by taking into consideration factors such as the number or size of the bedrooms in a Rental Unit or Dwelling Unit. If the interest rate for the financing the Landlord secures for the Capital Improvement is variable, the confirmed interest rate will be the applicable interest rate as of the date the application is deemed complete unless the Program Administrator, based on information provided by the Landlord, determines a different date should be used.
  6. Improvements or Repairs.
    - A. A Landlord may receive a Pass Through for expenditures for only those improvements or repairs listed in subsection A of Section 6 of the CIP Policy.
    - B. In determining such cost that may be included in the calculation of the Pass Through, the Program Administrator shall give no consideration (a) to any additional cost the Landlord incurs for property damage and/or deterioration due to an unreasonable delay in the undertaking or completing of any improvement or repair or (b) for improvements or repairs for which the Landlord receives insurance proceeds. For purposes of this Regulation, “unreasonable delay” shall mean that the Capital Improvement to be replaced or repaired had not been replaced or repaired for more than 25 years from its installation.
  7. Information to Accompany Applications and Notices to Tenants. A Landlord who has filed with the Program Administrator an application for a Capital Improvement Plan shall (1) provide to the Program Administrator supporting documentation of the cost of the Capital Improvements, as set forth in Section 8 below, and the names and addresses of the Tenants affected by the application, including whether the Landlord believes in good faith that due to Capital Improvement work, a Tenant must be temporarily or permanently relocated, and (2) notify each Tenant in writing, with a copy of such notice to the Program Administrator, that the Landlord has filed an application for a Capital Improvement Plan and whether, as part of that application, the Landlord is requesting the Tenant’s tenancy be temporarily or permanently terminated in connection with the Capital Improvement work.

8. Supporting Documentation. The Landlord must provide supporting documentation for the cost and completion of the Capital Improvement work including, but not limited to, copies of invoices, signed contracts, performance and labor and material bonds, material and labor receipts, self-labor logs, cancelled checks, spread sheets or any other items of documentation accepted and used in the normal course of business; provided, however, if the supporting documentation is based on estimates, the Landlord must subsequently provide to the Program Administrator, prior to the Program Administrator's unconditional approval of the Capital Improvement Plan, supporting documentation as set forth in this sentence. For purposes of self-labor logs, the Program Administrator may take into consideration the hourly rate for that work, or work of a similar nature, as such hourly rate is established by the State Department of Industrial Relations.
9. Rent Program Determinations and Notice to Landlords and Tenants.
  - A. The Program Administrator shall review the application and supporting documentation and determine whether the documentation is adequate and sufficient to approve the application and, if so, the amount of the Pass Through. The Program Administrator shall determine the amount of the Pass Through based on the cost of the identified Capital Improvements at the time the Program Administrator approves the application using the best available information provided by the Landlord along with any other relevant information. The Program Administrator may use the services of a consultant to assist in making these determinations. Regardless of whether the Landlord, as part of the application, has requested a Tenant be temporarily relocated due to the Capital Improvement work, the Program Administrator may determine whether, due to the Capital Improvement work, one or more Tenants must be temporarily relocated. In addition, at any time during the pendency of the Capital Improvement work, the Program Administrator may determine that the Capital Improvement work being undertaken requires a Tenant to be temporarily relocated.
  - B. If the Program Administrator makes a determination that approves the application for a Capital Improvement Plan that includes a Pass Through (and its amount), and/or a determination is made that due to the Capital Improvement work one or more Tenants must be temporarily relocated, the Program Administrator shall notify in writing the Landlord and the affected Tenant(s) of such determination(s). Any Tenant or Landlord may appeal the Program Administrator's determination(s) concerning the Pass Through and temporary relocation as set forth in Section 13 of this Regulation.
  - C. A Landlord who intends to impose a Pass Through that has received final, unconditional approval from the Program Administrator must provide written notice to the affected Tenant(s) of the amount of the Pass Through. Any affected Tenant shall notify the Landlord whether the Tenant intends to remain in the Rental Unit and pay the Pass Through. If the Tenant does not intend to pay the Pass Through (and therefore does not intend to remain in the Rental

Unit) and the Tenant is on a month to month Tenancy, the Tenant must provide the Landlord with 30 days' notice of the Tenant's intent to vacate; if the Tenant is on a lease, the Tenant must vacate on the end of the lease. In either case, a Landlord must provide a Tenant with a Permanent Relocation Payment and shall notify the Program Administrator. A Landlord may terminate a Tenancy for cause if a Tenant fails or refuses to pay the Pass Through but fails to provide the Landlord with 30 days' notice or fails to vacate at the end of a lease.

- D. Once there is a final determination whether one or more Tenants must be temporarily relocated before Capital Improvement work has started, the Landlord shall in writing notify the affected Tenant(s) at least 60 calendar days before the date when the Tenant must vacate the Rental Unit temporarily and inform the Tenant(s) of the right to Temporary Relocation Payments by serving the Tenant(s) with Rent Program Form RP-207. Once there is a final determination whether one or more Tenants must be temporarily relocated after the Capital Improvement work has started, the Landlord shall in writing notify the affected Tenant(s) at least three calendar days before the date when the Tenant must vacate the Rental Unit temporarily and inform the Tenant(s) of the right to Temporary Relocation Payments by serving the Tenant(s) with Rent Program Form RP-207. The Landlord shall file a copy of any such notice with the Program Administrator.
- E. If the Program Administrator does not approve the application or any portion thereof, the Program Administrator shall inform the Landlord in writing in what respects the application was not approved.

10. Limitations on Pass Throughs.

- A. Imposition of a Pass Through shall constitute a Rent Increase for purposes of Section 6-58.50, Alameda Municipal Code (limiting Rent Increases to once every 12 months), except that a Pass Through shall neither constitute nor be added to Base Rent and thus is not subject to compounding through Annual General Adjustments. Additionally, limitations set forth in AB 1482 or other state legislation may apply when a Pass Through is imposed.
- B. The Program Administrator shall not approve an application for a Capital Improvement Plan that includes a Pass Through for Capital Improvements completed more than 12 months prior to the Landlord's filing an application.

11. Impact of Vacancy Decontrol on Pass Throughs.

- A. Where an application is filed for proposed Capital Improvements, if a Rental Unit is vacant at the time of the filing of an application for a Capital Improvement Plan or becomes vacant following the filing of an application for a Capital Improvement Plan but before there is a final determination as to the amount of the Pass Through, the Program Administrator shall not approve a Pass Through for that Rental Unit. Where an application is filed for Capital

Improvements that have been completed, if a Rental Unit is vacant at the time the work has been completed or becomes vacant after the Program Administrator has approved the amount of the Pass Through, the Landlord shall not impose the Pass Through on a Tenant renting such Rental Unit. Notwithstanding the prior two sentences, the Program Administrator shall include such Rental Unit(s) for purposes of spreading the amortized cost of the Capital Improvements.

- B. If the Tenancy for any Rental Unit that has a Pass Through is terminated, the Pass Through shall terminate as to that Rental Unit.

12. Relocation Payments.

- A. If an approved Capital Improvement Plan requires a Tenant to vacate the Rental Unit, the Program Administrator will determine whether the Landlord must provide Temporary Relocation Payments or may take action to terminate the Tenancy. The Program Administrator will take into consideration the length of the displacement, with the presumption that if the work can be completed in six months, the relocation will be temporary.
- B. If a Tenant has elected not to pay the Pass Through and has provided the Landlord with a 30 days' notice or vacates the Rental Unit at the end of a lease, the Landlord shall make Permanent Relocation Payments to the Tenant as provided in subsection A of Section 6-58.85 and City Council resolution establishing a relocation fee schedule.
- C. When a Tenant temporarily vacates a Rental Unit in compliance with an approved Capital Improvement Plan, the Landlord shall make Temporary Relocation Payments to the Tenant(s) as provided in subsection B of Section 6-58.85 and City Council resolution establishing a relocation fee schedule.
- D. If the approved application for a Capital Improvement Plan requires a Tenant to temporarily relocate from the Rental Unit and, at the time the Tenant must relocate temporarily, there is a Comparable and available Rental Unit satisfactory to the Tenant, the Landlord must (a) relocate the Tenant into such Comparable and available Rental Unit if such Rental Unit is on property owned by the Landlord and is satisfactory to the Tenant, (b) offer the Tenant the Rental Unit that the Tenant vacated, or the Comparable Rental Unit satisfactory to the Tenant, on a first right of refusal basis (subject to any applicable Pass Through) when the Capital Improvement is completed, (c) provide the Tenant with reasonable and documented costs of relocating the Tenant to and from the Comparable Rental Unit and (d) until the Tenant re-occupies the Rental Unit or continues to occupy the Comparable Rental Unit after the Capital Improvement is completed, impose on the Tenant the Rent the Tenant was paying at the time of the relocation. For purposes of this subsection D, a Comparable Unit does not need to be owned by the Landlord but all other provisions of this subsection apply; provided, however, if a Comparable Unit is not owned by the Landlord,

a Landlord may choose to make Temporary Relocation Payments to the Tenant, even if the Tenant identifies a Comparable Unit not owned by the Landlord.

- E. Any Tenant who has been temporarily relocated or who has been informed that the Tenant will be temporarily relocated may, at any time during such relocation or prior to the date of relocation, elect to find alternative permanent housing. If a Tenant secure such housing, a Landlord shall make a Permanent Relocation Payment to the Tenant as provided in City Council resolution establishing a relocation fee schedule in addition to any applicable Temporary Relocation Payment to which the Tenant is entitled.

F. Tenant's Right to Refuse Temporary Relocation and Retrieve Personal Belongings; Tenant Interference.

1. The Tenant's right to Temporary Relocation Payments shall not be affected by the Tenant's limited access to the Rental Unit to retrieve personal belongings.

2. If a temporarily displaced Tenant interferes, obstructs or delays a Landlord's ability to conduct necessary Capital Improvement work, the Program Administrator shall inform the Tenant and Landlord that the Landlord's obligation to provide Temporary Relocation payments is suspended to that Tenant during the period of interference, obstruction or delay.

3. This subsection F shall not be construed to permit any Tenant to reside or remain in any Rental Unit in violation of a judicial or governmental order to vacate, including but not limited to an order from the Building Official.

13. Appeals.

- A. A Tenant or Landlord may appeal any of the Program Administrator's determinations concerning (a) a Pass Through, including, but not limited to, whether an improvement is a capital improvement, the length of the amortization of the capital improvement, the amount of the Pass Through, and the applicability of the Pass Through to a particular Tenant or Tenants, and/or (b) whether a Tenant must be temporarily relocated, by submitting an appeal in writing to the Program Administrator within 20 days of the notice to the Tenant/Landlord of the Program Administrator's approval of a Capital Improvement Plan; provided, however, if the Program Administrator makes a determination concerning temporary relocation once Capital Improvement work as started, an appeal must be filed within three calendar days of the notice of such determination. If the subject of the appeal is applicable to more than one Tenant and more than one Tenant appeals, the appeals, to the extent they

share common issues, shall be consolidated. The party filing an appeal shall have the burden of proof as to the issue appealed.

- B. A Hearing Officer shall hear appeals under this Regulation. An appeal shall not stay the Landlord's obligation to make a Temporary Relocation Payment; provided, however, the Hearing Officer on appeal may grant a Landlord's written request to stay any Relocation Payment. The Hearing Officer shall consider any such request to stay a Relocation Payment as soon as practicable. In considering such request, the Hearing Officer may make any preliminary inquiries necessary, including holding a preliminary in-person or telephonic hearing, to receive preliminary facts.

Date: February 9, 2023

Revised: April 24, 2023

Rent Program Administrator

A handwritten signature in cursive script, appearing to read "Bill Chapin".