



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 | Fax: (530) 673-0775
Website: www.rhasnc.org

April 27, 2016

TO: Chairperson Diane Hodges
Commissioner Martha Griese
Commissioner Brian Foss
Commissioner Preet Didbal
Commissioner Charles Epp
Commissioner Dan Miller
Commissioner Suzanne Gallaty
Commissioner Ron Sullenger
Commissioner Luis Uribe

Sutter County Board of Supervisors
Nevada County Board of Supervisors
Yuba County Board of Supervisors
Colusa County Board of Supervisors
City Council, Live Oak
City Council, Yuba City
Appeal-Democrat
Duane Oliveira, Legal Counsel
SCEA
Terrel Locke, City of Yuba City
Darin Gale, City of Yuba City
The Union
Rob Choate, County of Nevada
Kara Gash, Sutter County Health Division

**NOTICE OF REGULAR MEETING
May 4, 2016**

You are hereby notified that the Commissioners of the Regional Housing Authority of Sutter and Nevada Counties are called to meet in Regular Session at **12:15 PM on Wednesday, May 4, 2016 at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**


Gustavo Becerra
Interim Executive Director

s: No05042016



The Housing Authority is an equal opportunity employer and housing provider.



AGENDA
REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991
May 4, 2016, 12:15 PM

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.
- D. AWARDS AND PRESENTATIONS:
 - 1. MEET THE STAFF:
 - A. Glenn Easton, Maintenance Department
 - B. Kevin McVeigh, Maintenance Department
- E. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
 - 2. Approval of Minutes – April 6, 2016 pg. 1
- F. OLD BUSINESS: Discussion/Possible Action:
 - 3. Update on Approval of Amendment to Add Yuba County
- G. NEW BUSINESS: Discussion/Possible Action:
 - 4. Resolution 16-1446, Approval of Pay Salary for CalPERS pg. 5
 - 5. Resolution 16-1447, Adoption of OMS Contract 15-OMS-10674 pg. 11
 - 5. Approval of Lease Agreement for Miles Market pg. 12

6. Election of Officers, Chairperson and Vice-Chairperson

H. ADMINISTRATIVE REPORT:

7. Maintenance Update pg. 17

8. Administrative Update pg. 19

I. HOUSING COMMISSIONERS' COMMENTS:

J. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.

9. CLOSED SESSION: Significant Exposure to Litigation Pursuant to Subdivision (b) of Government Code 54956.9
Anticipated Litigation: One (1) Case

10. CLOSED SESSION: Pursuant to Section 54957 of the California Government Code
Public Employee Appointment
Title: Executive Director

K. NEXT MEETING:

L. ADJOURNMENT

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

Minutes

Regular Board Meeting

April 6, 2016

ITEM NO. A - CALL TO ORDER:

Chairperson Diane Hodges called the meeting to order at the Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

ITEM NO. A - ROLL CALL:

Chairperson Diane Hodges, Commissioners Preet Didbal, Charles Epp, Brian Foss, Suzanne Gallaty and Luis Uribe and were present. Commissioners Martha Griese and Ron Sullenger arrived later in the meeting. Commissioners Dan Miller was absent. Legal Counsel Duane Oliveira was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Chairperson Diane Hodges led the Pledge of Allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1.A. - MEET THE STAFF, A. BRET WENIGER:

Operations Manager Tom Goodwin introduced Bret Weniger. Mr. Weniger started with the agency in 2005 in the Maintenance Department. He was then moved to Inspector in 2007 for many years and went back to Maintenance in 2014. Mr. Goodwin shared he is currently doing both maintenance and inspections. He is very knowledgeable and a great asset to the team.

ITEM NO. D.1.B. - MEET THE STAFF, B. DAISY LIZAMA:

Occupancy Manager Pattra Runge introduced Daisy Lizama. Mrs. Lizama stated with the agency in October 2010 as a temporary Receptionist/Cashier. In March 2011 she was hired as a permanent employee and is currently the Eligibility Clerk overseeing the waitlist. Mrs. Lizama is responsible for qualifying tenants to rent vacant units and does a great job.

ITEM NO. E. - CONSENT CALENDAR:

Commissioner Epp made a motion to approve the Consent Calendar as submitted. Commissioner Foss made the second. All were in favor by voice vote.

ITEM NO. F.5. – UPDATE ON APPROVAL OF AMENDMENT TO ADD YUBA COUNTY:

Legal Counsel Duane Oliveira reported the Nevada County Legal Counsel contacted Legal Counsel for Colusa County but has not been successful in speaking to him. They have left each other voicemails but should be able to connect in the next few days.

Interim Executive Director Gustavo Becerra said he met with the Colusa City Manager Randy Dunn and he stated they are interested in having representation on the Board. They have requested only one seat instead of two.

ITEM NO. G.6 – RESOLUTION 16-1443, KINGWOOD COMMONS COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$8,460.05:

Mrs. Runge explained the large amount is due to evictions at the property. One of the units was in really bad shape when it was turned over after the unlawful detainer and also included legal fees. Mr. Goodwin shared this unit was one of the worst units he has seen since working for the agency.

Commissioner Foss made a motion to approve Resolution 16-1443, Kingwood Commons Collection Loss Write-Off in the amount of \$8,460.05. Commissioner Uribe made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Luis Uribe, Preet Didbal, Susanne Gallaty, Ron Sullenger, Martha Griese, and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner Dan Miller

ITEM NO. G. 7– RESOLUTION 16-1444, PUBLIC HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$4,312.74:

Commissioner Foss made a motion to approve Resolution 16-1444, Public Housing Collection Loss Write-Off in the amount of \$4,312.74. Commissioner Uribe made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Luis Uribe, Preet Didbal, Susanne Gallaty, Ron Sullenger, Martha Griese, and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner Dan Miller

ITEM NO. G. 8– RESOLUTION 16-1445, HOUSING CHOICE VOUCHER FRAUD RECOVER COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,866.00:

Commissioner Foss made a motion to approve Resolution 16-1445, Housing Choice Voucher Fraud Recovery Collection Loss Write-Off in the amount of \$1,866.00. Commissioner Uribe made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Diane Hodges, Commissioners Brian Foss, Luis Uribe, Preet Didbal, Susanne Gallaty, Ron Sullenger, Martha Griese, and Charles Epp
Nays: None
Abstain: None
Absent: Commissioner Dan Miller

ITEM NO. H.9. –ADMINISTRATIVE UPDATE:

Interim Executive Director Gustavo Becerra mentioned there was a shooting here at Richland Housing Center last night. He said it was vehicle verses vehicle and the information that was received is the people coming in from the outside, not residents. The police was called and a resident meeting has been scheduled for tomorrow night to let them know what avenues the Housing Authority is taking. Mr. Becerra shared there has been an increase in graffiti. Staff has reached out to Chief Landon from the City of Yuba City's police department to arrange a meeting and also increased the number of hours security is on patrol.

Mr. Becerra said there are talks about bringing in cameras. He stated there are only two entrances/exits to the Richland Housing Center. Mr. Goodwin said shootings are not common in the Richland Housing Center but when it happens, it scares the residents. He said if cameras are installed at both entrances/exits, it would capture anyone coming in and out.

Chairperson Hodges requested putting up mobile boxes and moving the cameras around. Mr. Goodwin shared there is also a nuisance issue with people bringing in garbage and dumping it the area. If there are cameras posted they can get a license plate number and turn them in.

Mr. Becerra shared Maple Park Phase 2 is complete and the first tenants will be moved in tomorrow. He said there will be a grand opening ceremony in June after all of the units are rented. He also mentioned the Kristen Court Apartment project broke ground in December but is currently behind schedule due to the rain. The project is scheduled to be completed in March 2017.

Mr. Becerra said there was a focus group meeting for bike and pedestrian right away with Caltrans. He said staff received more volunteers than were needed which was a good change from having to beg people to come to these types of meetings.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS:

Commissioner Sullenger said Sutter County has a homeless problem that we will be forced to deal with. He wanted to know if the Housing Authority is taking advantage of the Homeless Vouchers. Mr. Becerra said he was not familiar with those vouchers and would like to receive more information. Mr. Becerra stated the Office of Migrant Services units are occupied for six months of the year with a possible 30 day extension. He said that in the past not all of the units were being used but last year it was very close to being full. He also mentioned a Cold Weather Shelter was run in the winter months using some of those units in the past.

Mr. Sullenger said the State of California will force us to deal with the homeless issues. He also mentioned we will need to be prepared with more homeless coming into Sutter County. Mr. Becerra shared staff has had discussions with partners in the area and reviewed a model that Yolo County started for the homeless.

Commissioner Didbal said HUD reached out to the City of Yuba City and stated homeless funds have never been applied for so they thought there wasn't a problem with homelessness in our area. Mr. Becerra said he believes the Homeless Consortium would be the entity to apply for those funds since they have the statistics HUD is referring to. Commissioner Didbal shared there are approximately 60 homeless people on the Sutter County side of the levee and would like to get an advisory group together to see if there is anything that could be done.

Chairperson Diane Hodges shared Kathleen Caldwell from the City of Live Oak retired. She also expressed her condolences to Commissioner Griese for the loss of her brother.

ITEM NO. J.10. – CLOSED SESSION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO SUBDIVISION (b) OF GOVERNMENT CODE 54956.9, ANTICIPATED LITIGATION: ONE (1) CASE:

Chairperson Hodges reported there was no reportable action.

ITEM NO. J.11. – CLOSED SESSION: PURSUANT TO SECTION 54957 OF THE CALIFORNIA GOVERNMENT CODE, PUBLIC EMPLOYEE APPOINTMENT, TITLE: EXECUTIVE DIRECTOR:

Chairperson Hodges reported there was no reportable action.

ITEM NO. K – NEXT MEETING: April 20, 2016

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 1:57 P.M.



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RESOLUTION 16- 1446

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES APPROVING THE AGENCY'S PUBLICLY AVAILABLE PAY SCHEDULE

WHEREAS, the Regional Housing Authority of Sutter & Nevada Counties (RHASNC) is a member of the California Public Employees' Retirement System, and;

WHEREAS, per the California Code of Regulations, § 570.5. Requirement for a Publicly Available Pay Schedule.

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

- (1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- (2) Identifies the position title for every employee position;
- (3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
- (4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- (5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- (6) Indicates an effective date and date of any revisions;
- (7) Is retained by the employer and available for public inspection for not less than five years; and
- (8) Does not reference another document in lieu of disclosing the payrate.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties to approve and adopt the Agency's Publicly Available Pay Schedule.



The Housing Authority is an equal opportunity employer and housing provider.



This Resolution was approved at the Regular Meeting of the Board of Commissioners on May 4, 2016 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

(SEAL)

ATTEST: _____
Diane Hodges, Chairperson

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Regional Housing Authority Serving Sutter and Nevada Counties
 Bi-Weekly Employee Pay Schedules
 Effective April 1, 2014-March 31, 2018
 Revised January 20, 2016 and May 4, 2016

Represented Employees

Classification	Pay Range	Beginning	End	
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Supervising Maintenance Technician				
3/30/2014		\$ 1,755.29	\$ 2,352.26	
3/30/2015		\$ 1,755.29	\$ 2,352.26	
3/30/2016		\$ 1,790.40	\$ 2,399.30	
3/30/2017		\$ 1,826.20	\$ 2,447.29	

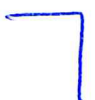
Maintenance Technician II				
3/30/2014		\$ 1,520.69	\$ 2,037.86	
3/30/2015		\$ 1,520.69	\$ 2,037.86	
3/30/2016		\$ 1,551.10	\$ 2,396.46	
3/30/2017		\$ 1,582.13	\$ 2,444.39	

Maintenance Technician I				
3/30/2014		\$ 1,381.88	\$ 1,851.85	
3/30/2015		\$ 1,381.88	\$ 1,851.85	
3/30/2016		\$ 1,409.52	\$ 1,888.89	
3/30/2017		\$ 1,437.71	\$ 1,926.67	

Maintenance Worker				
3/30/2014		\$ 1,260.53	\$ 1,689.22	
3/30/2015		\$ 1,260.53	\$ 1,689.22	
3/30/2016		\$ 1,285.74	\$ 1,723.02	
3/30/2017		\$ 1,311.46	\$ 1,757.48	

Lead Grounds/Maintenance Worker				
3/30/2015		\$ 1,386.64	\$ 1,858.23	
3/30/2016		\$ 1,414.37	\$ 1,895.39	
3/30/2017		\$ 1,442.66	1,933.30	

Laborer				
3/30/2014		\$ 1,216.02	\$ 1,629.60	
3/30/2015		\$ 1,216.02	\$ 1,629.60	
3/30/2016		\$ 1,240.34	\$ 1,662.17	
3/30/2017		\$ 1,265.15	\$ 1,695.42	



Regional Housing Authority Serving Sutter and Nevada Counties
 Bi-Weekly Employee Pay Schedules
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 Revised January 20, 2016 and May 4, 2016

Represented Employees

Classification	Pay Range	Beginning	End
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Accounting Assistant			
3/30/2014		\$ 1,425.31	\$ 1,910.05
3/30/2015		\$ 1,425.31	\$ 1,910.05
3/30/2016		\$ 1,453.82	\$ 1,948.25
3/30/2017		\$ 1,482.89	\$ 1,987.22

Account Clerk			
3/30/2014		\$ 1,272.71	\$ 1,705.54
3/30/2015		\$ 1,272.71	\$ 1,705.54
3/30/2016		\$ 1,298.16	\$ 1,739.66
3/30/2017		\$ 1,324.13	\$ 1,774.46

Housing Inspector			
3/30/2014		\$ 1,474.08	\$ 1,975.41
3/30/2015		\$ 1,474.08	\$ 1,975.41
3/30/2016		\$ 1,503.56	\$ 2,014.92
3/30/2017		\$ 1,533.63	\$ 2,055.21

Family Self Sufficiency Coordinator			
3/30/2014		\$ 1,474.08	\$ 1,975.41
3/30/2015		\$ 1,474.08	\$ 1,975.41
3/30/2016		\$ 1,503.56	\$ 2,014.92
3/30/2017		\$ 1,533.63	\$ 2,055.21

Eligibility Specialist			
3/30/2014		\$ 1,344.20	\$ 1,801.36
3/30/2015		\$ 1,344.20	\$ 1,801.36
3/30/2016		\$ 1,371.08	\$ 1,837.38
3/30/2017		\$ 1,398.51	\$ 1,874.13

Eligibility Clerk			
3/30/2014		\$ 1,147.71	\$ 1,538.05
3/30/2015		\$ 1,147.71	\$ 1,538.05
3/30/2016		\$ 1,170.66	\$ 1,568.80
3/30/2017		\$ 1,194.08	\$ 1,600.18

Regional Housing Authority Serving Sutter and Nevada Counties
 Bi-Weekly Employee Pay Schedules
 Effective April 1, 2014-March 31, 2018
 Revised January 20, 2016 and May 4, 2016

Represented Employees

Classification	Pay Range	Beginning	End
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Apartment Manager			
3/30/2014		\$ 1,334.02	\$ 1,787.71
3/30/2015		\$ 1,334.02	\$ 1,787.71
3/30/2016		\$ 1,360.70	\$ 1,823.47
3/30/2017		\$ 1,387.91	\$ 1,859.94

Receptionist			
3/30/2014		\$ 1,026.04	\$ 1,374.99
3/30/2015		\$ 1,026.04	\$ 1,374.99
3/30/2016		\$ 1,046.56	\$ 1,402.49
3/30/2017		\$ 1,067.49	\$ 1,430.54

Senior Development & Rehab Specialist			
3/30/2014		\$ 1,939.60	\$ 2,599.26
3/30/2015		\$ 1,939.60	\$ 2,599.26
3/30/2016		\$ 1,978.39	\$ 2,684.24
3/30/2017		\$ 2,017.96	\$ 2,737.92

Development & Rehab Specialist (* This position is currently Y-Rated to Maintenance Technician II)			
3/30/2014		\$ 1,766.60	\$ 2,367.41
3/30/2015		\$ 1,766.60	\$ 2,367.41
3/30/2016		\$ 1,801.93	\$ 2,414.76
3/30/2017		\$ 1,837.97	\$ 2,463.06

Loan Analyst			
3/30/2015		\$ 1,630.18	\$ 2,184.59
3/30/2016		\$ 1,662.78	\$ 2,228.29
3/30/2017		\$ 1,696.04	\$ 2,272.85

Program Assistant			
3/30/2014		\$ 1,272.16	\$ 1,704.82
3/30/2015		\$ 1,272.16	\$ 1,704.82
3/30/2016		\$ 1,297.60	\$ 1,738.91
3/30/2017		\$ 1,323.56	\$ 1,773.69

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Regional Housing Authority Serving Sutter and Nevada Counties
 Bi-Weekly Employee Salary Schedules
 Effective April 1, 2014-March 31, 2018
 Revised January 20, 2016 and May 4, 2016

Unrepresented Employees

Classification			Beginning	End
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Executive Assistant/HR Coordinator				
3/30/2016			\$ 1,869.72	\$ 3,270.15
3/30/2017			\$ 1,907.11	\$ 3,335.55

Planning & Community Development Mgr				
3/30/2016			\$ 2,526.76	\$ 4,419.32
3/30/2017			\$ 2,577.30	\$ 4,507.71

Chief Financial Officer				
3/30/2016			\$ 3,337.06	\$ 5,836.54
3/30/2017			\$ 3,403.80	\$ 5,953.27

Operations Manager				
3/30/2016			\$ 2,526.76	\$ 4,419.32
3/30/2017			\$ 2,577.30	\$ 4,507.71

Occupancy Manager				
3/30/2016			\$ 2,110.80	\$ 3,691.80
3/30/2017			\$ 2,153.02	\$ 3,765.64

Assistant Finance Manager				
3/30/2016			\$ 1,855.47	\$ 3,245.23
3/30/2017			\$ 1,892.58	\$ 3,310.13

Assistant PCD Manager				
3/30/2016			\$ 2,234.44	\$ 3,908.05
3/30/2017			\$ 2,279.13	\$ 3,986.21

Contracted Employee

Executive Director				
3/30/2016				\$ 5,008.04
3/30/2017				\$ 5,108.20

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RESOLUTION NO. 16-1447

RESOLUTION AUTHORIZING ADOPTION OF OMS CONTRACT
NO. 15-OMS-10674 FOR THE YUBA CITY MIGRANT CENTER CONSTRUCTION AND
REHABILITATION PROJECT 2015

WHEREAS, Standard Agreement No. 15-OMS-10674 with the California Department of Housing and Community Development will provide funds for the Construction and Rehabilitation Project located at the Yuba City Migrant Center; and

WHEREAS, it is desirable and necessary that the amount of the rehabilitation budget be agreed upon between the Department of Housing and Community Development, and the Regional Housing Authority of Sutter and Nevada Counties, acting through its Board of Commissioners in order to rehabilitate the Yuba City Migrant Center, with the following project scope of work: shingle roofing replacement on buildings A, B, C, D, E, F and the water heater replacement in buildings A, B, C, D; and

NOW, THEREFORE, BE IT RESOLVED that Contract No. 15-OMS-10674, with a rehabilitation budget with an amount equal to \$251,273.00, be approved by the Regional Housing Authority of Sutter and Nevada Counties and that the Interim Executive Director, Gustavo Becerra, of said Authority shall be authorized to execute the contract, related documents and any amendments thereto.

PASSED AND ADOPTED by the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties, this 4th day of May, 2016 by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

ATTEST: _____
Diane Hodges, Chairperson



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COMMERCIAL LEASE AGREEMENT

Date: June 1, 2016

Regional Housing Authority of Sutter and Nevada Counties ("Landlord") and Mohamedmeerasahib AbdulHayoom ("Tenant") agree as follows:

1. **Property:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements describes as: 396 Miles Avenue, Yuba City, CA 95991 ("Premises") which comprise approximately 100% of the total square footage of rentable space in the entire property.
2. **Term:** The term shall be for five (5) years beginning on June 1, 2016 and ending on May 31, 2021. This agreement may be extended by mutual agreement between both parties for an additional five (5) year period.
3. **Rent:** Tenant agrees to pay Rent at the rate of \$2690.00 per month through December 31, 2016. The rent will be recalculated each year during the agreement using the base rent of the prior year and increasing by the percentage published under the San Francisco Consumer Price Index. The Rent is due by the 10th of each month.
 - a. **Payment:** Rent shall be paid to Regional Housing Authority of Sutter and Nevada Counties, at 1455 Butte House Road, Yuba City, CA 95993, or at any other location specified by Landlord in writing to Tenant.
 - b. **Late Charge, NSF Checks:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from Tenant is not received by Landlord by the 10th of each month, Tenant shall pay to Landlord \$50.00 as a late charge or if a check is returned NSF, Tenant shall pay to Landlord \$25.00 as a NSF fee.
4. **Condition of Premises:** Tenant has examined the Premises and acknowledges that Premises is clean and in operative condition. Tenant will continue in possession of the Premises in "as-is" condition.
5. **Use:** The Premises are for the sole use as a Grocery Market; operating hours 7:00 AM – 10:00 PM, seven days per week. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance. Tenant shall pay for the increase cost. Tenant will comply with all Laws affecting its use of the Premises.
6. **Rules/Regulations:** Tenant agrees to comply with rules and regulations of Landlord that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, of use the Premises for any unlawful purpose, including but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
7. **Maintenance:** Tenant is responsible for all tenant improvements. Landlord shall maintain the Premises including heating, air conditioning, electrical, plumbing, roof, foundation, exterior walls and water systems, if any, and keep glass, windows and doors in operable and safe condition.

- Tenant must maintain the outside surrounding area of the store in a clean and sanitary condition, free of garbage and debris, and must maintain two (2) garbage cans, which must be emptied daily.
8. **Alterations:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alterations so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises. Tenant must coordinate any intended alteration work with Landlord prior to commencing any work. Any work authorized by Landlord must be permitted, and inspected by the Yuba City Building Department, as applicable. A copy of the final approved building permit, as approved by the Yuba City Building Department, must be submitted to Landlord upon completion of the work.
 9. **Subletting/Assignment:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
 10. **Tenant's Obligation Upon Vacating Premises:** Upon termination of agreement, Tenant shall: 1) give Landlord all copies of keys or opening devices to Premises, including any common areas; 2) vacate Premises and surrender it to Landlord empty of all persons and personal property; 3) vacate all parking and storage spaces; 4) deliver Premises to Landlord in the same condition as reference in paragraph 4; 5) clean Premises; 6) give written notice to Landlord of Tenant's forwarding address. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
 11. **Breach of Contract/Early Termination:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of Tenant's intent to terminated its tenancy prior to is expirations, in addition to any obligations established by paragraph 10, Tenant shall also be responsible for lost rents, rental commissioners, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: 1) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; 2) the worth, at the times of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and 3) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss the Tenant proves could be reasonably avoided. Landlord

may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.

12. **Damage to Premises:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
13. **Hazardous Materials:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the premises or the property on which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
14. **Condemnation:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
15. **Insurance:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

16. **Dispute Resolution:**

- a. **Mediation:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 16b below. Paragraphs 16b (2) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
- b. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 16b(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05.
- (2) **Exclusions from mediation and arbitration:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

“NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ‘ARBITRATION OF DISPUTES’ PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.”

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

17. **Notices:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993

Tenant: Mohamedmeerasahib AbdulHayoom
396 Miles Avenue, Yuba City, CA 95991

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agency; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

18. **Indemnification:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.
19. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between the Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 16(a).
20. **Entire Contract:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that not extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

Tenant: _____ Date: _____

(Print Name)

Address: _____ City: _____ State: _____ Zip: _____

Landlord: _____ Date: _____

Regional Housing Authority of Sutter and Nevada Counties

Address: 1455 Butte House Road City: Yuba City State: CA Zip: 95993

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

DATE: May 4, 2016

TO: Board of Commissioners

FROM: Tom Goodwin, Director of Maintenance

SUBJECT: Maintenance and Operations

RECOMMENDATION: None


FISCAL IMPACT: Not applicable

- Total work orders for September, October and November 2015, were 1253. Break down as follows:

- Total number of Work Orders by Projects:

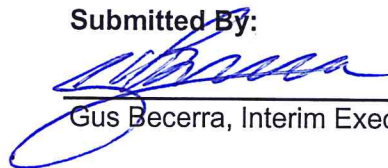
Priority and Category	bve	ca	date	devons	h2f	joann	kc	Lc-35	mh	mp	nsp	oms	percy	rd	rich	tc	tp	tr-185	tt	vo	yolo	TOTAL	
Emergency	15	8	11	6	7	9	19	1	3	4	3	3	8	36	39	4	1	-	-	-	4		
Routine	72	16	39	34	37	32	84	28	17	44	29	97	10	122	96	46	5	2	2	-	13		
Scheduled	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-		
Pest	2	-	-	3	5	2	20	-	1	-	8	-	-	27	15	2	-	-	-	-	-		
Cancelled	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Turn Over's	2	1	1	1	4	1	7	-	-	1	-	16	-	9	5	1	-	-	-	-	-		
HQS	-	-	-	13	-	-	19	-	-	-	-	-	-	79	-	-	-	-	-	-	-		
Total Property	91	25	52	57	53	44	149	29	21	49	40	116	18	273	156	53	6	2	2	-	17		1253
Pending	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Competed	91	25	52	57	53	44	149	29	21	49	40	116	18	273	156	53	6	2	2	0	17	1253	

Prepared By:

 4-27-16

Tom Goodwin, Director of Maintenance

Submitted By:



Gus Becerra, Interim Executive Director

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES

DATE: May 4, 2016

TO: Board of Commissioners

FROM: Tom Goodwin, Director of Maintenance

SUBJECT: Maintenance and Operations

RECOMMENDATION: None

FISCAL IMPACT: Not applicable

- Total work orders for December 2015, January and February 2016, were 1034. Break down as follows:

- Total number of Work Orders by Projects:

Priority and Category	bve	ca	date	devons	h2f	joann	kc	Lc-35	mh	mp	nsp	oms	percy	rd	rich	tc	tp	tr-185	tt	vo	yolo	TOTAL	
Emergency	3	3	18	10	8	18	22	1	3	5	8	1	5	37	60	3	-	-	-	-	-		-
Routine	35	25	46	14	33	31	61	24	23	56	39	31	5	100	96	22	2	1	1	-	6		-
Scheduled	-	-	-	-	-	-	-	-	-	-	1	-	-	1	-	-	-	-	-	-	-		-
Pest	3	2	1	4	2	3	8	-	2	-	3	-	1	3	23	1	-	-	-	-	1		-
Cancelled	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-		-
Turn Over's	1	2	2	2	-	1	3	-	3	3	-	25	-	8	3	-	-	-	-	-	-		-
HQS	-	-	-	-	2	-	2	2	1	-	-	-	-	2	56	-	-	-	-	-	-		-
Total Property	42	32	67	30	45	53	96	27	32	64	51	58	11	151	238	26	2	1	1	-	7		1034
Pending	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		0
Completed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

Prepared By:

 4-27-16
Tom Goodwin, Director of Maintenance

Submitted By:


Gus Becerra, Interim Executive Director

**REGIONAL HOUSING AUTHORITY
OF SUTTER AND NEVADA COUNTIES**

STAFF REPORT

Date: May 4, 2016
To: Board of Commissioners
From: Gustavo Becerra, Interim Executive Director

SUBJECT: In-State travel for meetings/trainings/conferences.

RECOMMENDATION: Not applicable, update only.

Background:

* On March 21, 2016, Beckie Flores, Assistant Manager – Planning & Community Development Department, and myself attended the California Affordable Housing Association (CalAHA) annual meeting in San Francisco. RHASNC is a current member of this association and has financed projects in the past with their bonding capacity. There potentially may be an opportunity for RHASNC to perform fee based consulting services for CalAHA in the future. This scope of work would consist of loan underwriting reviews, lease reviews, and recurring reporting to CalAHA. These tasks would be performed by the Planning & Community Development Department.

Fiscal impact for CalAHA annual meeting: None. As a member, CalAHA covers all travel costs (lodging, meals, mileage, toll booths, etc.).

* On April 15, 2016, I attended a pre-hearing at the California Public Utility Commission (CPUC), in San Francisco, for an appeal we filed based on a decision by PG&E to cancel two applications submitted for grant funds, from their MASH program, for solar panel systems at the Kingwood Commons Apartments (64 units), and the Richland Rural Development Apartments (124 units) that have been rehabilitated, both in Yuba City. From this pre-hearing, it was encouraged by the CPUC to enter into settlement discussions with PG&E on the matter, outside of the CPUC appeal process.

Fiscal impact for CPUC pre-hearing: \$481.52 (lodging, meals, parking, toll booths, etc.).

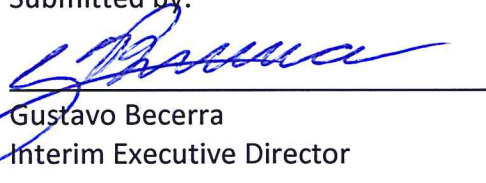
* On May 12, 2016, I will be attending the California Housing Workers' Compensation Authority (CHWCA) annual meeting in Santa Cruz. CHWCA is the pooled insurance group for RHASNC's workers' compensation insurance coverage. As a result of being a member of CHWCA, by default we are a member of the Board of Directors. The annual meeting covers industry trends, previous year reports, and opportunities for members to plan for future years.

Fiscal impact for CHWCA annual meeting: None. As a member, CHWCA covers all travel costs (lodging, meals, mileage, toll booths, etc.).

Recommendation:

Update only.

Submitted by:



Gustavo Becerra
Interim Executive Director