



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

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

www.RegionalHA.org

December 8, 2021

TO: Chairperson Kent Boes
Vice-Chairperson Randy Fletcher
Commissioner Tony Kurlan
Commissioner Dan Miller
Commissioner Sue Hoek
Commissioner Denise Conrado
Commissioner Jeramy Chapdelaine
Commissioner Bob Woten
Commissioner Suzanne Gallaty
Commissioner Shon Harris
Commissioner Nicholas Micheli
Commissioner Doug Lofton
Commissioner John Loudon
Commissioner Manny Cardoza
Legal Counsel Brant Bordsen

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
City Council, Colusa
Duane Oliveira, General Counsel Emeritus
Appeal-Democrat
PEU Local #1
Judy Sanchez, City of Yuba City
The Union

NOTICE OF REGULAR MEETING

December 15, 2021

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at **12:15 PM on Wednesday, December 15, 2021, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**



Gustavo Becerra
Executive Director

AGENDA
REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY

**Richland Neighborhood Center,
420 Miles Avenue, Yuba City, CA 95991**

December 15, 2021, 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. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda, will be limited to three (3) minutes.
- D. AWARDS AND PRESENTATIONS: NONE
- E. EXECUTIVE SESSION: NONE
May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
- F. 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.
 - 1. Approval of Minutes – November 17, 2021 pg. 1
 - 2. Resolution 21-1729, Approval of the ACOP for Low Income Public Housing pg. 5
 - 3. Recommend Establishing the Findings to Allow the Board to meet virtually if they elect to do so pg. 9
 - 4. Resolution 21-1730, Public Housing Collection Loss Write-Off pg. 11
 - 5. Resolution 21-1731, TRIO Collection Loss Write-Off pg. 13

G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action:

6. Recommend Approval of an Allocation of HCV Administrative Fee Reserves for Brunswick Commons Project-Based Voucher Development pg. 15

Beckie Flores, Planning and Community
Development Manager

7. Purchase and Sale Agreement for Regional Housing Authority Owned Vacant Land in Colusa, CA to Building Better Partnerships, Inc. pg. 16

Beckie Flores, Planning and Community
Development Manager

8. Resolution 21-1732 – Approval of 2021-2023 Fiscal Year Rehabilitation Contract Between the State of California Department of Housing and Community Development and Regional Housing Authority pg. 27

Gustavo Becerra, Executive Director

I. ADMINISTRATIVE REPORT:

9. Administrative Update

Gustavo Becerra, Executive Director

J. HOUSING COMMISSIONERS' COMMENTS:

K. NEXT MEETING: January 19, 2021

L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY
Minutes
Regular Board Meeting
November 17, 2021

ITEM NO. A - CALL TO ORDER:

Chairperson Kent Boes called the meeting to order.

ITEM NO. A - ROLL CALL:

Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Manny Cardoza, Shon Harris, Sue Hoek Dan Miller, Bob Woten, John Loudon, Suzanne Gallaty, Tony Kurlan, Denise Conrado, Nicholas Micheli, and Doug Lofton were present. Commissioner Jeramy Chapdelaine was absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Manny Cardoza led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D. – AWARDS AND PRESENTATIONS: NONE

ITEM NO. E – EXECUTIVE SESSION: NONE

ITEM NO. F.1-8. - CONSENT CALENDAR:

Vice-Chairperson Fletcher made a motion to approve the Consent Calendar as submitted. Commissioner Woten made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher,
Commissioners Manny Cardoza, Shon Harris, and Sue Hoek
Dan Miller, Bob Woten, Tony Kurlan, Doug Lofton,
John Loudon, Nicholas Micheli, Denise Conrado and
Suzanne Gallaty

Nays: None

Abstain: None

Absent: Commissioners Jeramy Chapdelaine

ITEM NO. G.- OLD BUSINESS: NONE

ITEM NO. H.9- APPROVAL OF THE CONTRACT FOR AUDITING SERVICES:

Chief Financial Officer Marco Cruz explained staff went out for a Request for Proposal for

auditing services. He mentioned the Housing Authority had been using Smith & Newell CPA's for over 20 years. Mr. Cruz shared there were three proposals submitted with Smith Marion & Co. coming out top. He said Smith Marion & Co. had very good reviews and has lots of experience with housing authorities.

Commissioner Cardoza made a motion to approve the selection of Smith Marion & Co to enter into a three-year contract with two optional annual renewals as auditors for the Regional Housing Authority. Commissioner Lofton made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Manny Cardoza, Shon Harris, and Sue Hoek Dan Miller, Bob Woten, Tony Kurlan, Doug Lofton, John Loudon, Nicholas Micheli, Denise Conrado and Suzanne Gallaty

Nays: None

Abstain: None

Absent: Commissioners Jeramy Chapdelaine

ITEM NO. H.10- CALIFORNIA HOUSING PARTNERSHIP CORPORATION REPORT ON BENEFITS OF AFFORDABLE RENTAL HOUSING PER JURISDICTION (INFORMATIONAL ONLY):

Executive Director Gustavo Becerra mentioned the California Housing Partnership Corporation is a non-profit organization that advocates for affordable housing. He stated the report included in the packet is for each jurisdiction the Housing Authority provides services for and breaks down the benefits of affordable housing in those areas. Mr. Becerra shared this is informational only.

ITEM NO. I.11. – RHA OWNED/MANAGED PROPERTIES OCCUPANCY/ELIGIBILITY UPDATE:

Occupancy Manager Pattra Runge shared staff works very hard in keeping units leased. She mentioned Town Center has had more vacancies than normal in the past few months. Ms. Runge stated some tenants have been successful in obtaining COVID rental relief money. She said the Housing Authority has received approximately \$22,000.00, with the majority of it going directly to the Housing Authority.

Ms. Runge stated the Migrant Farmworker property through HCD-Office of Migrant Services (OMS) received an extension allowing families to stay until November 27, 2021. She shared there are 45 families currently still residing at the center.

ITEM NO. I.12. – HOUSING CHOICE VOUCHER OCCUPANCY/ELIGIBILITY UPDATE:

Occupancy Manager Alisha Parker stated the utilization remain high for the voucher program. She said referrals for the Emergency Housing Vouchers have been received. Ms. Parker said the various waiting lists currently open will be closing for administrative work.

ITEM NO. I.13. – PLANNING AND COMMUNITY DEVELOPMENT UPDATE:

Planning and Community Development Manager Beckie Flores said there are 18 projects in various stages of development. She shared the AHSC awards for Richland Village in Yuba City has been pushed until January 2022. Ms. Flores mentioned the scoring for that project is looking really good.

Ms. Flores stated awards for the 4% tax credit applications for the Bear Ridge Apartments in Wheatland and the River Oaks Apartments in Plumas Lake should be announced in next month. She shared staff is still waiting for the HOME NOFA to come out as this is a good funding source for senior housing projects. Ms. Flores mentioned the No Place Like Home NOFA just came out and applications are due in January 2022. She stated staff will be submitting applications for two projects, the Pacific Crest Common project in Truckee and the Rancho Colusa project in Colusa.

Commissioner Lofton asked if staff has spoken to OPUD, Olivehurst Public Utility District, for the River Oaks Apartments complex. Mr. Becerra shared staff has spoken with them and there was no desire to offer any assistance.

ITEM NO. I.14. – MAINTENANCE UPDATE:

Operations Manager Tom Goodwin said there have been more move outs than normal. He explained there have been families transferring units to ensure they are in the correct bedroom size. Mr. Goodwin shared the HVAC calls have been less due to the preventative maintenance program. He mentioned COVID has not impacted the department.

Mr. Goodwin said the turns have not set back anything due to the proactive approach over the last 10 years and putting money into the units. He said staff have been receiving the units in better shape due to the upgrades made. Mr. Becerra said the impact staff has seen during the turn process is on the operating side. He said the prices for materials has increased drastically.

ITEM NO. I.15. – FINANCE UPDATE:

Mr. Cruz went over the update provided in the packet. He said the pension liability is unchanged since last quarter. Mr. Cruz mentioned the CalPERS discount rate decreased from 7.0% to 6.8% for the next four years. He stated there is now money in the OPEB Trust and the Pension Trust.

ITEM NO. I.16. – ADMINISTRATIVE UPDATE:

Mr. Becerra mentioned the delay in the approval of the AHSC application for Richland Village is also affecting the partners in the project, specifically Yuba-Sutter Transit. He stated Kristen Court III in Live Oak broke ground. Mr. Becerra said the website was redesigned and is up and running. He explained the Federal budget is still under negotiations and on a continuing resolution.

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Micheli wished everyone a Happy Thanksgiving.

Commissioner Lofton also wished everyone a Happy Thanksgiving.

Commissioner Hoek said it is nice to see the projects progressing in the various communities.

Commissioner Cardoza also wished everyone a Happy Thanksgiving.

ITEM NO. K – NEXT MEETING: December 15, 2021

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:54 PM.



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RESOLUTION 21-1729

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY ADMISSIONS AND CONTINUED OCCUPANCY POLICY

WHEREAS, the Regional Housing Authority (RHA) manages 173 Public Housing Units; and

WHEREAS, federal regulations require RHA to review and update the Admissions and Continued Occupancy Policy for the Public Housing Program when needed; and

WHEREAS, the proposed 2022 edition of the Admissions and Continued Occupancy Policy was posted for public review and notice was posted to actively seek public comment, and 0 individuals attended and provided comments;

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of the Regional Housing Authority that:

1. The Board finds that RHA needs to adopt an updated Admissions and Continued Occupancy Policy this year.
2. A copy of the Admissions and Continued Occupancy Policy is posted online at <http://www.regionalha.org/about-us/pha-plans>
3. The Admissions and Continued Occupancy Policy is hereby adopted for use by RHA and is effective January 1, 2022.

This Resolution was approved at the Regular Meeting of the Board of Commissioners on December 15, 2021 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

(SEAL)

ATTEST: _____

Kent Boes, Chairperson

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: December 15, 2021
To: Board of Commissioners
From: Pattra Runge, Occupancy Manager

SUBJECT: Admissions and Continued Occupancy POLICY (ACOP) for the HUD Low-Income Public Housing Program
RECOMMENDATION: Approve updated Admissions and Continued Occupancy Policy
FISCAL IMPACT: \$0

Background

The Regional Housing Authority (RHA) receives its funding from the United States Department of Housing and Urban Development (HUD) for the administration of the Low-Income Public Housing (LIPH) Program, which was created by the U.S. Housing Act of 1937.

HUD requires RHA to have an Admissions and Continued Occupancy Policy (ACOP) for LIPH and to update it annually. The purpose of the ACOP is to establish policies for carrying out the program in a manner consistent with HUD regulations and local goals and objectives contained in RHA's Agency Plan. The ACOP is a supporting document to the Public Housing Authority (PHA) Annual Plan and is available for public review as required by CFR 24 Part 903.

RHA is responsible for complying with all changes in HUD regulations pertaining to LIPH. If such changes conflict with this plan, HUD regulations will have precedence and RHA shall amend its ACOP accordingly.

HUD regulations contain a list of what must be included in the ACOP. The PHA ACOP must cover RHA policies on these subjects:

- Policies and Objectives
- Admissions and Continued Occupancy Policies
- Fair Housing
- Improving access to services for persons with Limited English Proficiency (LEP)
- Definition of family and household members
- Basic eligibility criteria
- Denial of Admission
- Applications, waiting list and tenant selection
- Occupancy standards and unit offers
- Income and rent determinations

- Verification
- Leasing and inspections
- Leasing
- Inspections
- Reexamination
- Pets
- Community service
- Transfer policy
- Lease terminations
- Grievances and appeals
- Program integrity
- Program administration
- Violence Against Women Act (VAWA)

The ACOP is organized to provide information to participant's areas of operation.

RHA will revise this ACOP as needed to comply with changes in HUD regulations and RHA policy. The original plan and any changes must be approved by the Board of Commissioners of the RHA.

The ACOP in its entirety can be found on our website at <http://www.regionalha.org/about-us/pha-plans>.

The following changes were made to the 2021 ACOP:

Chapter 4

Section 4-II.C. – Updated RHA Policy for Reopening the Waiting List to include:

RHA shall not open its waitlist solely for households who live within RHA's jurisdiction area, or any portion thereof.

Section 4-III.B. – Update Preferences (removed work preference and provided examples).

The current preference/point system utilized by Regional Housing Authority for developing waiting lists for the Public Housing Program is:

- | | |
|---------|--|
| 1 point | Elderly/Disabled

Elderly families or a family whose head or spouse is disabled. One form of third-party verification required for disability preference. |
| 1 point | Veteran

Member of the household is a service person or a veteran. One form of third-party verification is required: DD214, VA Letter, Military ID Card. |
| 1 point | Victim of Domestic Violence

Must have occurred within the previous 6 months. One form of third-party verification required: court paperwork, police report, Marsy's Card. The |

applicant must certify that the abuser will not reside with the applicant unless RHA gives prior written approval.

1 point

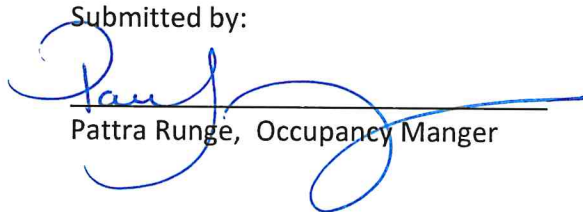
Homeless

Applicants in RHA'S jurisdiction who are homeless, participants in transitional housing programs, shelter programs, or for applicants that are fleeing a domestic violence situation. The homeless preference must be verified by a professional or social service agency.

Section 4-III.B. – Updated Order of Selection to include:

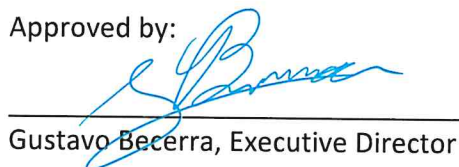
RHA shall first select applicants who applied during an earlier open waiting list period before selecting applicants who were placed on the waiting list during a later opening period. For example, applicants who applied during open period A will be selected first, and when that pool of applicants have been exhausted, RHA will then select applicants who applied during open period B, and so on.

Submitted by:



Pattra Runge, Occupancy Manger

Approved by:



Gustavo Becerra, Executive Director

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: December 15, 2021
To: Board of Commissioners
From: Jennifer Ruiz, Executive Assistant/HR Coordinator

SUBJECT: Ability to Hold Board Meetings Virtually as per AB361
RECOMMENDATION: Establish the Findings to Allow the Board to meet virtually if they elect to do so
FISCAL IMPACT: N/A

Background

On September 16, 2021, Governor Gavin Newsom signed AB 361 which will go into effect October 1, 2021. AB 361 extends the COVID-19 rules for conducting virtual or teleconference meetings under the Brown Act. In order to utilize the provisions of AB 361, a meeting must be held during a proclaimed state of emergency in which state or local officials have imposed or recommended measures to promote social distancing. The legislative body of the local agency must determine, by majority vote, that meeting in person would present imminent risks to health or safety of attendees.

If a proclaimed state of emergency still exists and the local agency wishes to continue to hold meetings in compliance with AB 361, the following must be done:

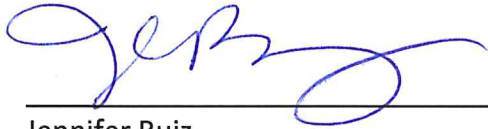
1. Within 30 days of the initial virtual or teleconference meeting, make the following findings by majority vote:
 - a. The agency has reconsidered the circumstances of the state of emergency, and
 - b. It either continues to directly impact the ability of members to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing
2. Make the same findings by majority vote every 30 days thereafter.

Recommendation

It is recommended that the Board of Commissioners of Regional Housing Authority establish the findings to allow the Board to meeting virtually if they elect to do so as per AB 361.

Prepared by:

Submitted by:



Jennifer Ruiz
Executive Assistant/HR Coordinator



Gustavo Becerra
Executive Director



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RESOLUTION 21-1730

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$416.81

WHEREAS, the Regional Housing Authority operates low-income housing projects CA 48-2, CAL 48-4 and CAL 48-5 pursuant to U.S. Department of Housing and Urban Development annual contributions contract SF-211; and

WHEREAS, operations of low-income housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending December 31, 2021 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$416.81.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 15th day of December 2021 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

**Public Housing
Collection Loss Write Off
Period: December 2021**

<u>Tenant</u>	<u>Property</u>	<u>Address</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Solar</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
			<u>Move In</u>	<u>Move Out</u>								
T0022844	PH-Rich	476 Garden Hwy #1, Yuba City	10/14/20	10/20/21	\$ 408.00	\$ -	\$ -	\$ 416.81	-	-	\$ 416.81	No
											\$ 416.81	Total Write Off

12/16/21

Tenants listed with Payback Agreement's failed to honor the Agreement.

Deceased *

Exhibit A



REGIONAL HOUSING AUTHORITY

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RESOLUTION 21-1731

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING TRIO COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$7,013.30

WHEREAS, the Regional Housing Authority operates affordable housing in multiple jurisdictions; and

WHEREAS, operations of affordable housing include the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending December 31, 2021 and is made a part of this resolution.

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$7,013.30.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 15th day of December 2021 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

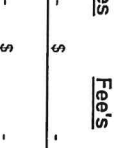
ATTEST:

Kent Boes, Chairperson

(SEAL)

**Trio Property
Collection Loss Write Off
Period: December 2021**

Name	Address	Date		Monthly Rent	Rent Owed	Late Fee's	Damages	Utilities	Legal Fee's	Total Owed	Payback Agreement
		Move In	Move Out								
T0006471	1850 Anthony Way, Yuba City	04/14/15	09/29/21	\$ 1,600.00	\$ -	\$ -	\$ 7,013.30	\$ -	\$ -	\$ 7,013.30	No
				\$ -	\$ -	\$ -	\$ 7,013.30	\$ -	\$ -	\$ 7,013.30	
										\$ 7,013.30	Total Write Off


 12/16/21

Tenants listed with Payback Agreement's failed to honor the Agreement.

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

Deceased *

Exhibit A

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: December 15, 2021
To: Board of Commissioners
From: Beckie Flores, Planning & Community Development Manager

SUBJECT: Allocation of HCV Administrative Fee Reserves for Brunswick Commons Project-Based Voucher Development Costs

RECOMMENDATION: Approve an allocation of \$55,000 from Housing Choice Voucher (HCV) Administrative Fee Reserves to Foothill House of Hospitality (“Hospitality House”) for Brunswick Commons project-based voucher development costs

FISCAL IMPACT: \$55,000 HCV Admin Fee Reserves

Background:

In anticipation of the completion of the 41-unit Brunswick Commons (Grass Valley, CA) permanent supportive housing project, project stakeholders have been planning for the staffing and oversight of the project for several months. In addition to the onsite manager, Hospitality House will have staff onsite providing supportive services to the residents at Brunswick Commons. Hospitality House’s initial commitment was budgeted at 40 hours per week coverage. However, a greater time commitment is needed in order to adequately serve the homeless target population.

Hospitality House does not have sufficient financial resources to cover any staffing beyond their initial commitment. The allocation of \$55,000 would allow Hospitality House to provide extended coverage at Brunswick Commons into the evening and/or weekend hours. Since there are forty (40) project-based vouchers approved for Brunswick Commons, the project is eligible to receive funding from Housing Choice Voucher Administrative Fee Reserves that can be used to cover costs associated with project-based voucher developments. There is currently over \$1,600,000 available in HCV Admin Fee Reserves. The allocation of \$55,000 to Hospitality House would provide supportive services staffing at the project for one year.

Recommendation:

Staff recommends the Board of Commissioners approve an allocation of \$55,000 from Housing Choice Voucher (HCV) Administrative Fee Reserves to Hospitality House for Brunswick Commons project-based voucher development costs. Funds will be used to cover supportive services staffing and oversight at the project for one year.

Prepared by:



Beckie Flores
Planning & Community Development Manager

Submitted by:



Gustavo Becerra
Executive Director

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”) is made and entered into as of January 10, 2022, by and between **Regional Housing Authority**, a public body, corporate and politic organized under the laws of the State of California (“Seller”), and **Building Better Partnerships, Inc.**, a California nonprofit public benefit corporation (“Purchaser”) constitutes both an agreement to purchase and sell real property and escrow instructions to accommodate the transaction contemplated hereby.

WHEREAS, Seller is the owner of a certain property located at 1717 Highway 20, Colusa, Colusa County, California (“Property”), and certain amenities appurtenant thereto; and

WHEREAS, Seller agrees to sell and Purchaser agrees to purchase the Property, upon the terms and conditions hereinafter set forth;

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and in consideration of other good and valuable consideration, receipt of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

DEFINED TERMS

All initially capitalized words shall be defined terms having only the specialized definition attributing to them by various provisions of this Agreement. Such specialized definitions shall apply regardless of whether such words appear before or after their respective definitions in the context of this Agreement.

1. Sale of the Property

- 1.1. On the terms and conditions contained in this Agreement, Seller agrees to sell, convey, assign, transfer, and deliver to Purchaser and Purchaser agrees to purchase all rights, title and interest of Seller in and to that certain real property as legally described in the attached Exhibit “A” together with all improvements located thereon, all Seller’s rights, title and interest in and to all private water and sewer easements and appurtenances.
- 1.2. All fixtures and articles of personal property owned by Seller and attached or appurtenant to or used in connection with Property and any contract rights, claims, trade names and other items of personal property, both tangible and intangible, owned by Seller and used in connection with the quiet enjoyment of the Property are included in the sale, as set forth in the Bill of Sale and Assignment attached hereto as Exhibit “B”.

2. Purchase Price, Terms and Closing

- 2.1. The purchase price for the Property (the “Total Purchase Price”) shall be Six Hundred Sixty Thousand dollars (\$660,000) and represents the fair market value established by an appraisal conducted by an appraiser licensed by the California Office of Real Estate Appraisers, and shall be paid to Seller as follows:

- 2.1.1. Upon the opening of escrow, Purchaser shall deposit therein cash in the amount of One Thousand Dollars (\$1,000) (the "Deposit") to be applied to the Purchase Price at the Closing;
- 2.2. Seller agrees to finance the sale with a 55-year, 3% simple interest deferred payment loan, with payments only based on residual receipts, to Purchaser;
- 2.3. The term "Closing" or "Closing Date" shall mean the date upon which a Grant Deed evidencing the conveyance of the Property by Seller to Purchaser is executed and delivered by Seller to Purchaser.
 - 2.3.1. Closing Date shall occur no later than December 31, 2024, unless extended by agreement of the parties. Closing shall take place at the office of Purchaser's counsel or at such other location as shall be mutually agreeable to the parties.
- 2.4. The following documents shall be executed and/or delivered at the Closing:
 - 2.4.1. Seller shall execute and deliver to Purchaser the Bill of Sale and any other documents required in order to enable Purchaser or Purchaser's representative to record the Deed with the Colusa County Recorder.
 - 2.4.2. Purchaser shall deliver the Total Purchase Price as provided in Paragraph 2.1.
- 2.5. At or prior to the Closing Date, Purchaser shall have the right to assign this Agreement and Purchaser's rights and obligations hereunder to a limited partnership of the Purchaser's choice. If this assignment occurs, Purchaser shall provide Seller with all pertinent documentation.

3. Conditions to Purchaser's Obligations

- 3.1. Unless waived in writing by Purchaser, Purchaser's obligation hereunder and the Closing of this transaction shall be contingent upon and subject to satisfaction of all of the following additional conditions:
 - 3.1.1. Approval by Purchaser and Purchaser's counsel of a title commitment (the "Title Commitment") on the Property which Title Commitment shall contain copies of all documents referred to in it, including without limitation, all covenants, conditions, restrictions, easements, rights and rights-of-way of record affecting the Property.
 - 3.1.2. Seller is not in default under this Agreement and Seller has delivered to Purchaser all certificates, instruments or other Documents required to be provided by or on the Closing Date pursuant to this Agreement herein and a certificate stating that all representations and warranties set forth in Paragraph 5 are true and correct as of the date of Closing.
 - 3.1.3. That Purchaser has obtained the approval of all parties for the transaction contemplated by this Agreement by December 31, 2024.

In the event Closing has not occurred by December 31, 2024, then unless such date shall be extended in writing by the parties hereto, this Agreement shall be null and void and neither Purchaser nor Seller shall have any duties or obligations to the other.

4. Conditions of Seller's Obligation

Unless waived in writing by Seller, Seller's obligations hereunder and the Closing shall be contingent upon and subject to satisfaction of all of the following conditions:

4.1.1. Purchaser is not in default under this Agreement and has delivered to Seller a certificate stating that all representations and warranties set forth in Paragraph 6.2 are true and correct as of the Closing Date.

5. Covenants, Representations and Warranties of Seller

5.1. Seller agrees until the Closing Date to continue to operate the Property, or cause the Property to be operated in the same manner as it is now being operated and to keep the Property and all equipment and machinery used in connection therewith in the same order and condition as they are now, reasonable wear and tear excepted.

5.2. Purchaser and its representative shall have the right upon three (3) days prior written notice to Seller, and in a reasonable manner, to conduct any and all tests and inspections, to the Property and any and all plans, specifications and surveys relating thereto for any purpose, and in such connection Seller will cooperate, upon reasonable notice, in assisting Purchaser to gain access to the Property for the purpose of inspections. Purchaser hereby agrees to indemnify Seller for any and all claims, damages or liens resulting from its inspections. This obligation of indemnity shall survive the Closing or termination of this Agreement.

5.3. Seller hereby represents, warrants, and covenants that as of the Closing Date:

5.3.1. Seller will have full power and authority to enter into and perform the terms and conditions of this Agreement, the person executing this Agreement for Seller is fully and duly empowered and authorized to so act and this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms;

5.3.2. To the best of Seller's actual knowledge, the Property is zoned for its present use and there exists with respect to the Property no condition which violates any municipal, state or federal law, rule or regulation which has not heretofore been ratified, nor has Seller received any notice or communication from any insurance carrier of the Property regarding any dangerous, illegal or other condition requiring any correction action not heretofore corrected.

5.3.3. No default exists under any indebtedness; mortgage, lease or other instrument relating to or affecting the Property;

5.3.4. There is no litigation or proceeding pending, or, to Seller's actual knowledge, threatened against or relating to the Property; not already previously disclosed to Purchaser.

- 5.3.5. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Seller is bound, or violate any statute or law or any judgment, decree, order, regulatory or rule of any court or governmental subsidy.
- 5.3.6. There are no contracts or agreements written or oral, affecting the ownership of the Property with a monetary value in excess of Five Thousand Dollars (\$5,000) per annum; there are no contracts or agreements, written or oral, affecting the operation of the Property not terminable by Seller or its successor in interest (including Purchaser) upon thirty (30) days advance notice; no party to any such contracts or agreements in default thereunder.
- 5.3.7. Seller has received no notice of a taking, condemnation, or special assessment, actual or proposed, with respect to the Property.
- 5.4. The representation, warranties, and covenants set forth in Paragraph 5 shall survive the Closing Date.
- 5.5. Seller shall deliver to Purchaser all of the due diligence items reasonably requested by Purchaser.
- 5.6. Seller shall indemnify and hold Purchaser harmless against any and all claim, damages, or injury of any type which Purchaser may suffer or face due to the material and intentional misrepresentation by the Seller of any of the provisions of this Paragraph 5.

6. Covenants, Representation and Warranties of Purchaser

- 6.1. Purchaser agrees until the Closing Date to provide Seller any financial statements or any other financial or credit information reasonable requested by Seller in order to have reasonable assurances of Purchaser's continued ability to perform hereunder, including financial statements prepared in accordance with general standards promulgated by the American Institute of CPAs.
- 6.2. Purchaser hereby represents and warrants that as of the date of this Agreement and as of the Closing Date:
 - 6.2.1. Purchaser has full power and authority to enter into and to perform the terms and conditions of this Agreement, the person executing this Agreement for Purchaser is fully and duly empowered so to act, and this Agreement constitutes a legal, valid and binding obligation of Purchaser, enforceable in accordance with its terms except to the extent any of the terms hereof may be contrary to law.
 - 6.2.2. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate any agreement to which Purchaser is a party or by which Purchaser is bound, or violate any statute or law or any judgment, decree, order, regulation or rule of any court, or governmental body.
 - 6.2.3. There is no claim, action, proceeding or investigation pending or to the best of Purchaser's knowledge, threatened against or involving Purchaser, which questions

or challenges the validity of this Agreement or any action taken or to be taken by Purchaser pursuant to this Agreement or in connection with the transaction contemplated hereby; and Purchaser knows of no valid basis for any such action, proceeding or investigation.

- 6.3. The representations, warranties and covenants set forth in Paragraph 6.2 shall survive the Closing Date.
- 6.4. Purchaser shall indemnify and hold Seller harmless against any and all claims, damages, or injury of any type which Seller may suffer or face due to the material and intentional misrepresentations by Purchaser of any of the provisions of this Paragraph 6.

7. **Expenses of Closing and Subsequent Operations**

- 7.1. Purchaser and Seller shall split 50/50 all closing costs in connection with the sale of the Property including, but not limited to, all title insurance premiums and costs, recording fees, all State and County transfer tax, excise tax or any tax of a similar nature (but not income taxes imposed by Federal or State governmental agencies), and all fees imposed by any person or entity who or which must approve the transactions set forth in this Agreement.
- 7.2. Seller shall pay (i) the fees and expenses of Seller's counsel and Seller's other professional advisors.

8. **Violations**

- 8.1. All notices of violation of law or municipal ordinances, orders or requirements noted in or issued by any federal, state, county or municipal agency having jurisdiction over or affecting the Property or any violation of zoning laws or ordinances (hereinafter referred to as "Violations") shall be complied with by Seller, and the Property shall be conveyed free of the same.

9. **Default of Either Party**

- 9.1. A party shall be in default under this Agreement if it fails to perform, in all material respects, any covenants made by it or obligations assumed by it under this Agreement, which failure adversely affects the other party's interest under this Agreement, or if one or more of its representations and warranties is untrue in any material respect which adversely affects the other party's interest under this Agreement.
- 9.2. If and only if Purchaser shall for any reason whatsoever default in the performance of its obligations under this Agreement and (i) in the event of a monetary default, fail to cure such default within a period of twenty (20) business days from receipt of notice from Seller or (ii) in the event of a non-monetary default, fail to cure or commence and, thereafter, diligently proceed to cure such default within a period of ten (10) business days from receipt of notice from Seller: then Seller shall be entitled to terminate this Agreement for such default, or commence an action for specific performance. These shall be the sole and exclusive remedies of Seller in the event of default by Purchaser.

- 9.3. If Seller shall for any reason be in default in the performance of his obligations under this Agreement, Purchaser may either terminate this Agreement for such default, or commence action for specific performance. These shall be the sole and exclusive remedies of Purchaser in the event of a default by Seller.
- 9.4. In the event either party employs counsel to enforce its rights hereunder after a breach by the other party, such party employing counsel shall be entitled to reasonable attorneys' fees and expenses, whether or not suit be commenced, and at trial and on appeal, in successfully enforcing its rights hereunder.

10. Modifications

- 10.1. This Agreement may not be changed or terminated orally. The stipulations herein are to apply to and bind the successors or assigns of the parties.

11. Environmental Condition of Property

- 11.1. The Purchaser agrees and acknowledges that it is responsible for making, and has been granted the opportunity to make all investigations (above ground and below ground) deemed necessary by the Purchaser to determine whether the Property contains (a) any toxic or hazardous wastes or materials (as defined or regulated by Federal, State, or local laws), wetlands or adverse conditions and (b) contains no unsafe soil conditions, that the Seller has made no representations or warranties of any kind with regard to the environmental condition (above ground or below ground) of the Property, that it is purchasing the Property "as is" and that it waives any right to bring any claim against the Seller of any nature whatsoever with regard to the environmental condition of the Property including any claim based on the presence of any toxic or hazardous wastes or materials, in, on or under the property.

12. Miscellaneous Provisions

- 12.1. Concurrent with the Closing, the parties shall give any notice of transfer as may be required by statute and otherwise shall comply with all statutory requirements in connection therewith by delivering any such notices to the Title Company, in form complying with such law.
- 12.2. In the case of any conflict in the interpretation of the terms and conditions of this Agreement, the terms of this Agreement shall control.
- 12.3. If any one or more of the provisions of this Agreement shall be held invalid, illegal or unenforceable in any respect, such provision shall not affect any other provision hereof, and this Agreement shall be construed as if such provision had never been contained herein.
- 12.4. Seller and Purchaser shall, prior to the Closing Date, execute any and all acts reasonably necessary or appropriate to consummate this transaction.
- 12.5. This Agreement and all the covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.6. In the event prior to closing there is any recording of this Purchase and Sale Agreement or any document that refers to it, this transaction shall be null and void at the option of Seller.

13. Brokerage

13.1. The Seller represents that it has not dealt with a broker, finder or like agent or any other person who is entitled to a commission as a result of the transaction contemplated herein. Seller and Purchaser each hereby agrees to indemnify and hold harmless the other from any and all loss, cost, damage or expense as a result from a claim of liability for such a commission by reason of the acts of the indemnifying party.

14. Governing Law

14.1. This Agreement is and shall constitute a contract under and is to be construed in accordance with the laws of the State of California.

15. Entire Agreement, Survival

15.1. This Agreement embodies the entire agreement between the parties relative to the subject matter of this Agreement and supersedes all other agreements, including letters of intent between Seller and Purchaser. There are not oral or written agreements existing between the parties relative to the subject matter hereof that are not expressly set forth herein and covered hereby.

15.2. All covenants, warranties, representations and agreements of the parties hereto shall survive the Closing and shall remain in full force and effect thereafter.

16. Counterparts

16.1. This Agreement may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.

17. Notice

17.1. All notices required to be given under this Agreement shall be deemed given upon the earlier of actual receipt or two days after being mailed by registered or certified mail, return receipt requested, addressed as follows:

if to Purchaser, to
Building Better Partnerships, Inc.
1455 Butte House Road
Yuba City, CA 95993
Phone: (530) 671-0220
Fax: (530) 674-8505
Attn: Thomas Goodwin

if to Seller, to
Regional Housing Authority
1455 Butte House Road
Yuba City, CA 95993
Phone: (530) 671-0220
Fax: (530) 674-8505
Attn: Gustavo Becerra

- 17.2. In lieu of mail notice as provided in Paragraph 17.1, Federal Express or other nationally recognized overnight delivery service, or Express Mail, may be utilized, but in such event notice shall be deemed given upon the next business day after sending, or upon actual delivery, if earlier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER:

Building Better Partnerships, Inc.

By: Thomas Goodwin
Its: Vice President

SELLER:

Regional Housing Authority

By: Gustavo Becerra
Its: Executive Director

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Colusa, County of Colusa, State of California, described as follows:

BEGINNING AT A ¾" GAS PIPE ON THE EASTERLY SIDE LINE OF THE STATE HIGHWAY FROM COLUSA TO MERIDIAN FROM WHICH POINT OF BEGINNING A STAKE MARKING THE SOUTHEASTERLY CORNER OF THE TOWN OF COLUSA BEARS THE FOLLOWING COURSES AND DISTANCES: N. 23° 40' W. 679.83 FEET; THENCE N. 06° 59' W. 88.6 FEET; THENCE N. 43° 34' W. 105.4 FEET. FROM SAID POINT OF BEGINNING THE TRACT OF LAND HEREBY CONVEYED IS DESCRIBED AS FOLLOWS: S. 23° 40' E. 246.03 FEET TO A ¾" GAS PIPE ON THE EASTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY FROM COLUSA TO MERIDIAN; THENCE N. 69° 15' E. 648.9 FEET TO A ¾" GAS PIPE; THENCE N. 23° 40' W. 246.03 FEET TO A ¾" GAS PIPE; THENCE S. 69° 15' W. 648.9 FEET MORE OR LESS TO THE PLACE OF BEGINNING; BEING A PART OF THE SELLMAN TRACT, IN THE JIMENO RANCHO.

APN: 002-120-029

EXHIBIT B

BILL OF SALE

To be provided



REGIONAL HOUSING AUTHORITY

Serving the Cities of Live Oak, Yuba City and Colusa • Counties of Sutter, Nevada, Colusa and Yuba

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

www.RegionalHA.org

RESOLUTION NO 21-1732

RESOLUTION APPROVING THE 2021-2023 FISCAL YEAR REHABILITATION CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND REGIONAL HOUSING AUTHORITY

A necessary quorum and majority of the Board of Commissioners of Regional Housing Authority, a public housing agency (“Applicant”) hereby consent to, adopt, and ratify the following resolution:

- A. WHEREAS the State of California (the “State”), Department of Housing and Community Development (“Department”) has a current contractual relationship with the Regional Housing Authority, through its Office of Migrant Services Program (OMS) (“Program”) for the purposes of managing and maintaining the OMS Yuba City Migrant Center which was formalized through the execution of Standard Agreement #21-OMS-16172.
- B. WHEREAS the OMS Program and the Regional Housing Authority have agreed that the OMS Center is in need of rehabilitation and improvements to best serve the health and safety needs of the residents in accordance with the California Codes of Regulations Sections 7600-7665.
- C. WHEREAS the Regional Housing Authority commits to facilitate the rehabilitation and improvements at the Yuba City Migrant Center and agrees to provide direct project management and oversight to the work performed in accordance with all OMS Program requirements, all applicable state and federal rules and laws, and in a manner consistent and in compliance with the Standard Agreement between the Regional Housing Authority and the Department.

NOW THEREFORE BE IT RESOLVED THAT the OMS Standard Agreement with a rehabilitation budget in the **amount not to exceed \$1,044,030.00**, be approved by Regional Housing Authority and the Executive Director of the Regional Housing Authority is authorized to execute this Standard Agreement and any amendments or modifications thereto, as well as any other documents which are related to the Program, as the Department may deem appropriate, on behalf of the Regional Housing Authority.



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PASSED AND ADOPTED at a regular meeting of the Regional Housing Authority this December 15th, 2021 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST: _____

(SEAL)

The Clerk (public entity) attests or certifies, as a witness to a board meeting held on XXX date, and swears or confirms, that the foregoing information in this resolution is true and correct and has not been altered or amended

Signed: _____
(Signatory Name/Title)
(Entity Name)

