



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 13, 2018

TO: Chairperson Dan Miller
Commissioner Kent Boes
Commissioner Brian Foss
Commissioner Manny Cardoza
Commissioner Jeramy Chapdelaine
Commissioner Diane Hodges
Commissioner Suzanne Gallaty
Commissioner Luis Uribe
Commissioner Ron Sullenger
Commissioner Toni Benson
Commissioner John Loudon
Commissioner Doug Lofton
Commissioner Andy Vasquez
Commissioner David Waite
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
Appeal-Democrat
Duane Oliveira, General Counsel Emeritus
PEU Local #1
Terrel Locke, City of Yuba City
Darin Gale, City of Yuba City
Judy Sanchez, City of Yuba City
The Union
Rob Choate, County of Nevada

NOTICE OF REGULAR MEETING

December 19, 2018

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 19, 2018 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 19, 2018, 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:
 - 1. Family Self-Sufficiency Graduate Tiffany Long
Alisha Parker, Occupancy Manager
 - 2. Updates on Smoke-Free Policy Progress pg. 1
Brian Cowan, Health Program Specialist,
Sutter County Public Health
- E. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
 - 2. CLOSED SESSION: Pursuant to Section 54957.6 of the California Government Code
Conference with Labor Negotiator Agency Negotiator: Patrick Clark
- 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.
 - 3. Approval of Minutes – November 7, 2018 pg. 22
 - 4. Resolution 18-1589 – Approval of the Annual Plan Submission for pg. 25
Housing Choice Voucher Program

- 5. Resolution 18-1590 – Civil Rights Certification pg. 27
- 6. Resolution 18-1591 - Family Self Sufficiency Graduate Tiffany Long pg. 28
- 7. Approval of Out of State Travel for Staff pg. 29
- 8. Resolution 18-1592 - Public Housing Collection Loss Write-Off pg. 31
- 9. Resolution 18-1593 – Rural Development Collection Loss Write-Off pg. 33
- 10. Resolution 18-1594 – Housing Choice Voucher Fraud Recovery
Collection Loss Write-Off pg. 35
- 11. Approval of MOU with Nevada County and Hospitality House pg. 37
- G. OLD BUSINESS: Discussion/Possible Action: NONE
- H. NEW BUSINESS: Discussion/Possible Action:
 - 12. Recommend Approval of Banking Request for Proposal
Gail Allen, Chief Financial Officer pg. 46
- I. ADMINISTRATIVE REPORT:
 - 13. Financial Update
Gail Allen, Chief Financial Officer pg. 47
 - 14. Administrative Update
 - a. Update on Travel Expenses for 2018
Gustavo Becerra, Executive Director pg. 52
- J. HOUSING COMMISSIONERS' COMMENTS:
- K. NEXT MEETING: January 16, 2019
- L. ADJOURNMENT:

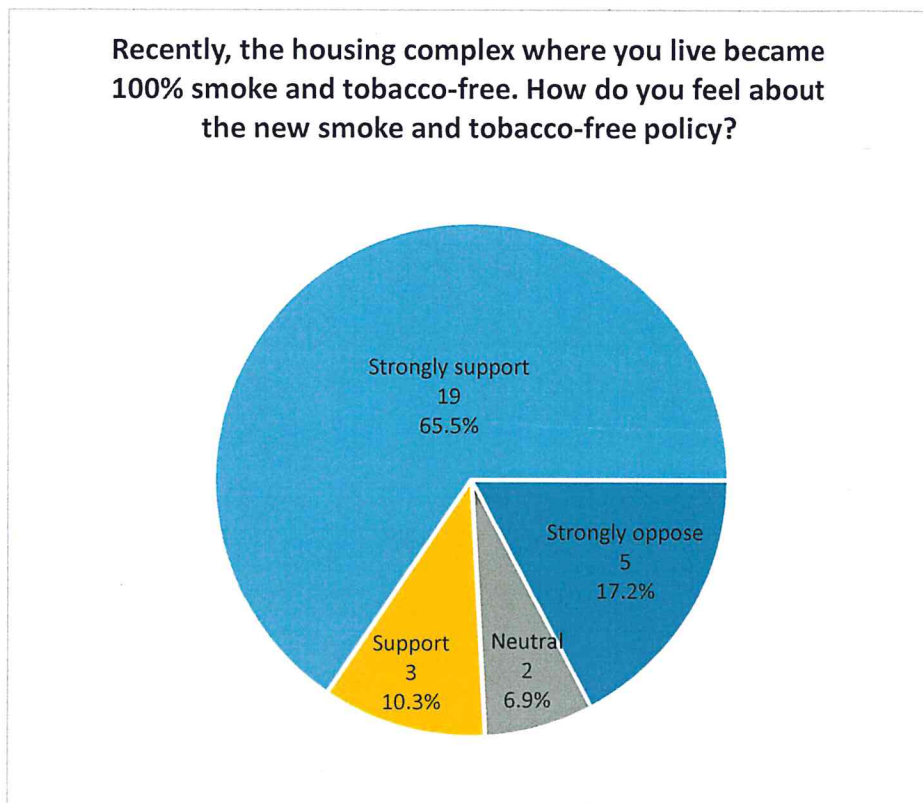
Smoke and Tobacco-Free Multi-Unit Housing Policy Survey Results

October 2018

On October 14th, Sutter County Tobacco Control Program staff surveyed 29 residents of Richland Housing about their opinions regarding the recent implementation of a 100% smoke and tobacco-free policy at the multi-unit housing (MUH) complex.

All of the survey respondents agreed that secondhand smoke (SHS) is harmful to people’s health and all but one of the respondents agreed that there should be rules in place to protect residents from SHS in MUH. The respondent who did not think there should be rules is a current smoker.

Over 75% (22/29) of the respondents strongly support or support the smoke and tobacco-free policy. Among those strongly opposed to the policy, 4/5 have children under 18 and 1 currently smokes.



While support for the policy is very strong, **almost half of the respondents feel that the residents of the complex are not following the policy’s rules** (48.3%; 14/29). Another 31% (9/29) are not sure if the rules are being followed and only 20.7% (6/29) say the residents are following the rules.

Overall, 50% (14/28) of respondents say management is adequately enforcing the new rules, 25% (7/28) say the management is not doing adequate enforcement, and 25% (7/28) say they are not sure. All seven of the respondents who say that management is not doing an adequate job of enforcement also feel that the rules are not being followed by residents.

<i>Do you feel that residents of this housing complex are following the new rules about smoking and tobacco?</i>	<i>Do you feel that management at this complex is adequately enforcing the new rules about smoking and tobacco?</i>		
	Yes	No	Not sure
Yes	5/5 (100%)	0/5 (0%)	0/5 (0%)
No	3/14 (21.4%)	7/14 (50%)	4/14 (28.6%)
Not sure	6/9 (66.6%)	0/9 (0%)	3/9 (33.3%)
Total	14/28 (50%)	7/28 (25%)	7/28 (25%)

Criteria	Does it Meet HUD Requirements	Does the Definition of Smoking Include ESDs and/or MJ	Policy Housing Coverage As Stated in the Policy	Non-smoking Outdoor Areas Specified	Grandfathering	Cessation Offered	Evidence of Violation is Specified	Enforcement Approach is Specified and Defined	Total Policy Score	Policy Grade
Total Points Possible	(25)	(10)	(15)	(10)	(5)	(5)	(5)	(25)	(100)	A
PHA Name										
Benicia	(25)	(10)	(15) All PHA properties are covered by the smoke-free policy	(10) All public areas are designated smoke-free	(5) No	(0) No	(5) Presence of smoke, tobacco smoke odor, or smoke stains in a unit with combination of butts, ash trays, or other smoking paraphernalia.	(25) Graduated enforcement <ul style="list-style-type: none"> • Written warnings • Fees/fines Lease violation statement: multiple violations will result in lease termination	(95)	A
Butte*	(25)	(10)	(0) Not Stated	(10) All grounds of the property are smoke-free with no exceptions	(5) No	(5) No	(0) Not specified	(25) Graduated enforcement <ul style="list-style-type: none"> • verbal warnings • written warnings • cessation • final notice. 	(80)	B

Sutter and Nevada Counties	(25)	(5) ESDs are expressly prohibited	(0) Public Housing properties only	(10) All grounds are smoke-free with no designated smoking areas	(5) No	(5) Yes	(0) Not specified	Lease violation statement: violation will be considered a serious violation of the Lease Agreement (0) Graduated enforcement is cited as the enforcement strategy, but no specific plan or action steps are provided. Lease violation statement: "The PHA may terminate tenancy at any time for violations of the lease..."	(50)	F
City of San Luis Obispo	(25)	(10)	(0) Not specified in the policy	(10) Smoking is prohibited throughout the entire apartment complex with no exceptions	(5) No	(0) No	(0) Not specified	(0) Lease violation statement: "Failure to comply with this policy is a violation of the lease agreement and grounds for eviction." (25) Graduated enforcement	(50)	F
County of San Diego	(25)	(5) ESDs are expressly prohibited	(15) All PHA properties are covered	(10) All grounds are designated smoke-free with no designated	(5) No	(5) Yes	(0) Not specified	Lease violation statement: "Failure to comply with this policy is a violation of the lease agreement and grounds for eviction." (25) Graduated enforcement	(90)	A

Ventura County	(20) Does not define water pipes as prohibited	(5) ESDs are expressly prohibited	(15) All PHA properties are covered by the smoke-free policy	(10) Parking lots are additionally prohibited and no designated smoking areas will be provided	(5) No	(0) No	(0) Not specified	(0) Graduated enforcement is cited as the enforcement strategy "3 violations", but there are no details or action steps provided	Lease violation statement: violation of the policy constitutes a violation of the lease. Consequences of lease violations include termination	(55) F	
Tulare County (HATC)**	(20) Does not define water pipes as prohibited	(5) ESDs are expressly prohibited	(0) Public Housing only	(0) HUD minimum requirements	(5) No	(0) No	(0) Not specified	(0) None	Lease violation statement: multiple violations will result in lease termination	(35) F	
San Diego Housing Commission**	(20) Does not define water pipes as prohibited	(5) MJ "weed" is expressly prohibited	(15) All PHA properties are covered	(10) Smoking is prohibited on all areas of the properties	(5) No	(0) No	(0) Not specified	(0) Lease violation statement: violation may result in immediate termination	Lease violation statement: violation of the policy constitutes a violation of the lease. Consequences of lease violations include termination	(55) F	

South San Francisco	(25)	(10)	(15) All PHA properties are covered	(0) HUD minimum requirements	(5) No	(0) No	(0) Not specified	(0) Lease violation statement: Any violation of the policy will be considered material breach of the lease and grounds for enforcement actions, which may include eviction.	(55)	F
City of Richmond	(25)	(0) ESDs are expressly allowed inside units as reasonable accommodation.	(15) All PHA properties are covered	(0) HUD minimum requirements	(0) Yes, ESD as reasonable accommodation	(5) Yes	(5) Documented complaints	(25) Graduated Enforcement <ul style="list-style-type: none"> • Written warnings • Unit inspections Lease violation statement: Violation of policy constitutes violation of the lease and may result in termination	(75)	C
Plumas County	(25)	(0) ESDs are expressly allowed inside units	(15) All PHA properties are covered	(0) HUD minimum requirements "Smoking Huts" are provided	(0) Yes	(0) No	(0) Not specified	(25) Graduated enforcement <ul style="list-style-type: none"> • Written warnings • Unit inspections Lease violation statement: Violation of policy constitutes violation of the lease	(65)	D

Oakland**	(25) Does not define water pipes as prohibited	(0)	(5) ESDs are expressly prohibited	(0) Only HUD owned and managed units	(0) HUD minimum requirements Designated smoking areas may be provided	(5) No	(0) No	(0) Not specified	(0) Lease violation statement: Violation will be considered a violation of the Tenant Lease and could be cause for termination	(35)	F
Needles	(25)	(0) ESDs are expressly allowed inside units	(15) All PHA properties are covered by the smoke-free policy	(10) All grounds are smoke-free with no designated smoking areas	(0) No	(5) Yes	(0) Not specified	(25) Graduated enforcement • written warnings • final notice Lease violation statement: multiple grounds for termination of the lease	(85)	B	
Merced County	(20) Does not define water pipes as prohibited	(0)	(0) Only HUD owned and managed units	(10) Play areas and parking lots additionally prohibited	(5) No	(5) Yes	(0) Not specified	(25) Graduated enforcement • verbal warnings • written warnings • cessation • final notice Lease violation statement: material violation of the lease which will be	(65)	D	

Madera	(20) Does not define water pipes as prohibited	(0)	(0)	(0) Yes	(0) No	(0) Not specified	addressed with the graduated enforcement process.	(0) Lease violation statement: violation may result in immediate termination	(30)	F
City of Los Angeles (HACLA)	(25)	(10)	(15) All PHA properties are covered	(10) Play areas and parking lots are additionally prohibited	(10) Playgrounds and parking structures are additionally prohibited	(5) No	(0) No	(0) Not Specified	(65)	D
Los Angeles County (HACOLA)*	(25)	(10)	(15) All PHA properties are covered	(10) All grounds are designated as smoke-free with one exception	(10) All grounds are designated as smoke-free with one exception	(5) No	(0) No	(0) Not specified	(65)	D

7

Livermore*	(25) Does not define water pipes as prohibited	(10) MJ expressly prohibited	(0) Not stated in the policy	(10) All grounds of the property are designated as smoke-free with no exceptions	(0) Yes, current smoking tenants are not immediately subject to the policy	(5) No	(0) Not specified	(25) Graduated enforcement • verbal warnings • written warnings • cessation Lease violation statement: violation is grounds for immediate termination.	(75) C
Kern*	(20) Does not define water pipes as prohibited	(0) Not stated in the policy	(0) Not stated in the policy	(0) No specific outdoor common areas defined	(5) No	(0) No	(5) Not specified	(0) Lease violation statement: Violation may result in immediate termination of the lease.	(30) F
Imperial Valley	(20) Does not define water pipes as prohibited	(5) MJ expressly prohibited	(0) HUD Public Housing only	(10) All grounds of the property are designated smoke-free	(0) Residents under prior lease are not immediately subject	(5) No	(0) Not specified	(25) Graduated enforcement • Written warnings • Fees/fines Lease violation statement: multiple violations may result in lease termination	(65) D
Calexico City*, **	(15) Buffer zone is 15 ft.	(5) ESDs expressly prohibited	(0) Not stated in the	(10) All common areas and adjoin	(5) No	(0) No	(0) Not specified	(0) Lease violation statement: violation may result in	(35) F

	Does not define water pipes as prohibited	provided document	grounds are designated smoke-free			immediate termination	
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* These Housing Authorities provided smoke-free lease addendums instead of smoke-free policies

** May be outdated policies that have been updated since being provided to TCP

Grade:	A ≥ 90	B ≥ 80	C ≥ 70	D ≥ 60	F < 60
Total Number of PHAs:	2	2	2	5	10
PHAs:	Benicia, County of San Diego	Butte, Needles	City of Richmond, Livermore	Plumas, Merced, County of Los Angeles, City of Los Angeles, Imperial Valley	Sutter and Nevada Regional Counties, City of San Luis Obispo, Ventura, Tulare, San Diego Housing Commission, South San Francisco, Oakland, Madera, Kern County

High Score	Average Score	Low Score
95	50	35

HUD-Funded Multi-Unit Housing Smoke-Free Policy Data Quick Reference Sheet

Basic Relevant Numbers

These are the total numbers for Public Housing Authorities (PHAs), interviews, and policies that are analyzed in this project and known to be affected by Housing and Urban Development's (HUD's) Smoke-Free Rule.

Relevant Policies Collected	Relevant Interviews Conducted	Known Relevant PHAs*
21	28	30

*The initial total relevant PHAs was 55 according to HUD. This number reduced to 41 PHAs. Only 30 PHAs were reached after multiple attempts at contact.

Policy Data

Totals:

Policies Collected	Relevant Policies	Missing Relevant Policies
24	21	9

Scoring:

Grade:	A ≥ 90	B ≥ 80	C ≥ 70	D ≥ 60	F < 60
Total Number of PHAs:	2	2	2	5	10
PHAs:	Benicia, County of San Diego	Butte, Needles	City of Richmond, Livermore	Plumas, Merced, County of Los Angeles, City of Los Angeles, Imperial Valley	Sutter and Nevada Regional Counties, City of San Luis Obispo, Ventura, Tulare, San Diego Housing Commission, South San Francisco, Oakland, Madera, Kern County

High Score	Average Score	Low Score
95	50	35

HUD-Funded Multi-Unit Housing Smoke-Free Policy Data Quick Reference Sheet

Interview Data

Total PHAs at start: 55	Total PHAs at end: 30		
Successfully Contacted	Known to be Absorbed by Larger PHAs	Unable to Contact	Now Known to be Affected by HUD-Rule
36	5	11	30

Full Project Checklist

PHA	Policy Collected	Interview Conducted	Size and Funding Data Obtained	HUD Rule Relevance
			X	Completed
				No Longer HUD Rule Relevant
				Unable to Contact
				Absorbed by Another PHA
Alameda City				Section-8 Project Only
Los Angeles County (HACOLA)	X	X	X	X
Kern County	X	X	X	X
Baldwin Park				Unknown
San Mateo County		X		Section-8 Voucher Only
Benicia	X	X	X	X
Berkeley				Public Housing Sold
Imperial Valley	X	X	X	X
Calexico City	X	X	X	X
Butte	X	X	X	X
Eureka		X		X
Fresno County		X		X
Fresno City				Part of Fresno County HA
Kings County		X		X
Alameda County	X	X	X	Public Housing Sold
Livermore	X	X	X	X
Santa Barbara County		X	X	X
Los Angeles City (HACLA)	X	X	X	X
Madera	X	X	X	X
Contra Costa County				Unknown
Merced	X	X	X	X
Stanislaus		X	X	X

11

HUD-Funded Multi-Unit Housing Smoke-Free Policy Data Quick Reference Sheet

Needles	X	X	X	X
Ventura County	X	X	X	X
Oakland	X	X		X
Oxnard		X	X	X
Paso Robles		X		X
Pleasanton		X	X	Housing Authority is Dissolving
Port Hueneme				Unknown
Plumas	X	X	X	X
Richmond	X			X
Riverbank				Part of Stanislaus HA
Riverside County				Converted to RAD Housing
Sacramento County		X		X
Sacramento City				Part of Sacramento County HA
Monterey				Unknown
San Bernardino County	X			Converted to RAD Housing
San Diego Housing Commission	X	X	X	X
San Diego County	X	X		X
San Francisco				Converted to RAD Housing
Santa Clara				Unknown
San Luis Obispo	X	X	X	X
Marin				
Santa Barbara City	X	X		Converted to RAD Housing
Santa Cruz County				Unknown
Lomita				Unknown
South San Francisco	X	X	X	X
San Joaquin				Unknown
Mendocino County				Unknown
Upland				Part of San Bernardino HA
San Buenaventura City				Unknown
Tulare County	X	X	X	X
Wasco Apts.				Part of Kern County HA

HUD-Funded Multi-Unit Housing Smoke-Free Policy Data Quick Reference Sheet

Yolo County		X	X	X
Regional Housing Authority of Sutter and Nevada Co.	X		X	X
<i>PHA</i>	<i>Policy Collected</i>	<i>Interview Conducted</i>	<i>Size and Funding Data Obtained</i>	<i>HUD Rule Relevance</i>
TOTAL (X)	24	32	24	30



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Smoke-Free Policy

WHY:

- The U.S. Department of Housing and Urban Development (HUD) requires all public housing to become smoke-free.
- Smoking is the leading cause of preventable death in the United States. Secondhand smoke can trigger asthma attacks and lead to stroke, heart attack, cancer, and respiratory illness. Children and seniors are often impacted the most by secondhand smoke. Eliminating smoking indoors and close to buildings is the best way to protect people from exposure to secondhand smoke.
- Regional Housing Authority is committed to enhancing the health and well-being of the community it serves.
- Regional Housing Authority's Smoke-Free Policy is designed to create healthier homes for residents and healthier work environments for employees by reducing exposure to secondhand smoke.

WHEN:

- Regional Housing Authority has adopted Smoke-Free policies and will be implementing a smoke-free environment at all public housing sites effective July 1, 2018.

WHAT:

- Regional Housing Authority Smoke-Free Policy prohibits the use of cigarettes, cigars, pipes, hookah pipes and electronic cigarettes.
- The term smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or any form. Smoking also includes the use of any electronic smoking device which creates an aerosol or vapor, in any manner or form.

WHERE:

- Smoking or use of prohibited smoking devices is prohibited in all living units, interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures.
- Smoking or use of prohibited smoking devices is also prohibited in outdoor areas within 25 feet from public housing buildings and administrative office buildings.

GET HELP QUITTING SMOKING:



- Everyone can quit smoking. The California's Smoker's Helpline can help. Visit www.nobutts.org and/or call 1-800-NO-BUTTS for FREE to help quit smoking.
- Smoke-Free Housing in Sutter County - [https://www.suttercounty.org/assets/pdf/hs/ph/Smoke Free Housing-Just the Facts.pdf](https://www.suttercounty.org/assets/pdf/hs/ph/Smoke%20Free%20Housing-Just%20the%20Facts.pdf)
- Information on Secondhand Smoke in Multi-Unit Housing - <http://www.lung.org/assets/documents/tobacco/smuh-policy-brief-update.pdf>



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SMOKEFREE LEASE ADDENDUM

Date:

Tenant's Names:

Tenant Address:

Effective: July 1, 2018

Tenant and all members of Tenant's family or household are parties to a written Lease with Regional Housing Authority (PHA). The following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Property Rules and the Lease.

1. Purpose and application of Smokefree Policy. The PHA must prohibit the use of prohibited tobacco products in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor areas within 25 feet from public housing and administrative office buildings [24 CFR 965.651; 24 CFR 965.653].

2. Definitions. The term *smoking* means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or any form. "*Smoking*" also includes the use of any electronic smoking device which creates in aerosol or vapor, in any manner or form.

"Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactures, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

3. Smokefree Buildings and Grounds. All public housing buildings, and administrative offices shall be smokefree. Smoking is prohibited in all living areas, including any associated balconies, decks, or patios, and in the common areas of the buildings, including but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators.

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios and yards, as well as any outdoor areas within 25 feet from public housing and administrative office buildings.

4. Tenant is to Promote Smokefree Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guest(s) of the smoke free policy. Further, Tenant shall promptly give RHA a written statement of any incident where smoking is witnessed.



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



15

5. Landlord is to Promote Smokefree Policy. RHA shall post no-smoking signs at entrances and exits, common areas, and hallways and in conspicuous places on the grounds.

6. Lease Violation. Residents are responsible for the actions of their household, their guests and visitors. Failure to comply with any of the conditions of the Non-Smoking Policy constitutes a lease violation which will result in a warning letter, with further violations leading to eviction. A tenant who violates this policy shall also be liable to the PHA for the costs of repair to the tenant's unit due to the damage from the smoke odors or residue (example: flooring, walls, ceilings, cabinets, etc).

7. RHA is not a guarantor of smokefree environment. The PHA's adoption of this smokefree policy does not make the PHA or any of its officers, employees, or agents, the guarantor of the health of any tenant or of the smokefree conditions of the portions of its properties in which smoking is prohibited under the policy. The PHA will take reasonable steps to enforce the Non-Smoking Policy. The PHA is not required to take steps in response to smoking in violation of this policy unless the PHA either has actual knowledge of the smoking and the identity of the responsible tenant or has been given written notice of the smoking.

8. PHA Disclaimer. The PHA disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise the the property will be free from secondhand smoke. The tenant acknowledges that the PHA's ability to police, monitor, or enforce this policy is dependent in significant part on voluntary compliance by Tenants and Tenant's guests.

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

TENANT SIGNATURE

DATE

REGIONAL HOUSING STAFF SIGNATURE

DATE

allChapter 17

PUBLIC HOUSING SMOKE-FREE POLICY

INTRODUCTION

In accordance with HUD regulations, Regional Housing Authority of Sutter and Nevada Counties (RHASNC) has adopted smoke-free policies. RHASNC is committed to enhancing the health and well-being of the community it serves.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings [24 CFR 965.651; 24 CFR 965.653].

This chapter contains three parts:

Part I: Definitions. This part contains definitions of smoking and tobacco products.

Part II: Areas to be Smokefree. This part discusses where smoking is prohibited.

Part III: Applicability of Policy. This part covers whom this policy applies and what happens when the policy has been violated.

PART I: DEFINITIONS

17-I.A. DEFINITIONS

For the context of the Smoke-Free Policy the following definitions shall govern as referenced in the California Business & Professionals Code 22950.5.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form. “Smoking” includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

California Business & Professionals Code 22950.5.

“Tobacco product” means any of the following:

- (A) A product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff.
- (B) An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah.
- (C) Any component, part, or accessory of a tobacco product, whether or not sold separately.
- (D) “Tobacco product” does not include a product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for such an approved purpose.

California Business & Professionals Code 22950.5.

PART II: AREAS TO BE SMOKE-FREE

17-II.A. ALL BUILDINGS TO BE SMOKE FREE

All public housing buildings, and administrative offices shall be smokefree. Smoking is prohibited in all living areas, including any associated balconies, decks, or patios, and in the common areas of the buildings, including but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators.

17-II.B. SMOKING ON GROUNDS OF BUILDINGS

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios and yards, as well as in outdoor areas within 25 feet from public housing and administrative office buildings.

RHASNC has not designated any smoking areas on the property. Residents may not discard smoking products on the property.

PART III: APPLICABILITY OF POLICY

17-III.A. APPLICABILITY OF POLICY

This policy is applicable to all residents, Housing Authority employees, Housing Authority Commissioners, visitors/guests, contractors, volunteers, and vendors.

17-III.B. RESPONSIBILITY OF TENANTS

Tenants and household members shall be responsible to enforce this policy as to their guests, invitees, and visitors to their residential units.

17-III.C. LEASE VIOLATION

Residents are responsible for the actions of their household, their guests and visitors. The PHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, the PHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. The PHA will not evict a resident for a single incident of smoking in violation of this policy. As such, the PHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, the PHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. Tenancy termination and eviction will be pursued only as a last resort. The PHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if residents behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

17-III.D. PHA NOT A GUARANTOR OF SMOKEFREE ENVIRONMENT

The PHA's adoption of this smokefree policy does not make the PHA or any of its officers, employees, or agents, the guarantor of the health of any tenant or of the smokefree conditions of the portions of its properties in which smoking is prohibited under the policy. The PHA will take reasonable steps to enforce the Smoke-Free Policy. The PHA is not required to take steps in response to smoking in violation of this policy unless the PHA either has actual knowledge of the smoking and the identity of the responsible tenant or has been given written notice of the smoking.

17-III.E. PHA DISCLAIMER

The PHA disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. The PHA cannot and does not warranty or promise the property will be free from secondhand smoke. The tenant acknowledges that the PHA's ability to police, monitor, or enforce this policy is dependent in significant part on voluntary compliance by Tenants and Tenant's guests.

17-III.F. SMOKING CESSATION

Rideout Health: "Clean Break" – (530) 741-3840 – www.frhg.org/Health-Services

Yuba County: "Connecting to Quit" – (530) 749-6366

California Smokers' Hotline – 1-800-NO-BUTTS or 1-800-NO-FUME

REGIONAL HOUSING AUTHORITY
Minutes
Regular Board Meeting
November 7, 2018

ITEM NO. A - CALL TO ORDER:

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

ITEM NO. A - ROLL CALL:

Chairperson Dan Miller, Vice-Chairperson Manny Cardoza, Commissioners Ron Sullenger, Toni Benson, Kent Boes, John Loudon, Doug Lofton, Jeramy Chapdelaine and David Waite were present. Commissioners Suzanne Gallaty, Diane Hodges, Luis Uribe, Brian Foss and Andy Vasquez were absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Occupancy Manager Pattra Runge led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1. – FAMILY SELF-SUFFICIENCY PRESENTATION:

Occupancy Manager Alisha Parker gave a presentation regarding the Family Self-Sufficiency (FSS) program. She stated the FSS program is a voluntary program for participants in the Housing Choice Voucher program or Public Housing. Mrs. Parker said the participant signs a five (5) year contract with goals in mind and in order to graduate from the program they must be independent of cash aid or food stamps for the previous 12 months. She explained participants can graduate the program with an escrow account. An escrow account is started when the participants rent increases due to earned income and the Housing Authority pays less on their behalf. The difference between what was being paid and the current amount will go into an escrow account if the difference is due to earned income. Mrs. Parker said there are currently 76 participants on the FSS program with eight (8) pending enrollment.

ITEM NO. E.2. – CLOSED SESSION: PURSUANT TO SECTION 54957.6 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH LABOR NEGOTIATOR, AGENCY NEGOTIATOR: PATRICK CLARK:

Chairperson Miller said no action was taken.

ITEM NO. F.3. through F.12. - CONSENT CALENDAR:

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

Vote: Ayes: Chairperson Dan Miller, Vice-Chairperson Manny Cardoza,
Commissioners Ron Sullenger, Jeramy Chapdelaine, Toni Benson,
Doug Lofton, John Loudon, David Waite and Kent Boes

Nays: None

Abstain: None

Absent: Commissioners Diane Hodges, Suzanne Gallaty, Luis Uribe, Brian
Foss and Andy Vasquez

ITEM NO. G. – OLD BUSINESS: NONE

ITEM NO. H.7. – RECOMMEND APPROVAL OF BUILDING MAINTENANCE SERVICES CONTRACT:

Planning and Community Development Manager Beckie Flores stated staff went out to bid for Building Maintenance Services in July 2018, which would be used if there is overflow or backlog in the Maintenance Department and for some of the small Housing Authority rehab projects. Mrs. Flores explained the reason for Board approval is there is a potential to exceed the small purchase threshold of \$50,000.00 per year.

She said there were four (4) proposals received with two contractors tying with a score of 23 each. Mrs. Flores mentioned Brewer & Son's Construction had a lower average hourly rate, therefore, awarded the contract.

Commissioner Lofton made a motion to approve ratify the selection of Brewer & Son's Construction for Building Maintenance Services contract for an initial 3-year term with the option of two 1-year extensions. Vice-Chairperson Cardoza made the second. All were in favor by voice vote.

ITEM NO. I.8. – HOUSING CHOICE VOUCHER OCCUPANCY/ELIGIBILITY UPDATE:

Mrs. Parker said there is high utilization of the voucher programs and the Housing Authority is not in shortfall. She shared 15 vouchers have been used in conjunction with 14Forward and staff continue to work with the local Veteran's Administration to utilize the given VASH vouchers.

ITEM NO. I.9. – RHA OWNED PROPERTIES OCCUPANCY/ELIGIBILITY UPDATE:

Mrs. Runge stated staff works hard to have full occupancy and fill vacancies as quick as possible. She also mentioned Office of Migrant Services (OMS) residents were given an extension through November 29, 2018 and the site is currently half filled. Mrs. Runge went over the various waiting lists that are currently open.

ITEM NO. I.10. – PLANNING AND COMMUNITY DEVELOPMENT UPDATE:

Mrs. Flores went over the staff report provide in the packet. She mentioned there has been one housing rehabilitation project for the City of Yuba City and a few for the first-time homebuyer program. Mrs. Flores said the solar project at the main office has been installed and staff is waiting for PG&E to give permission to operate the system. Mrs. Flores shared the exterior rehabilitation at River City Manor has started and Regional Housing Authority (RHA) was award CDBG funds which will allow all buildings to be completed. She stated there are many projects at the OMS site scheduled for when the site is vacant.

Mrs. Flores said funding applications are being worked on for the New Haven project and if they are approved, ground breaking could take place late next year. She mentioned both the Kristen Court Phase II and Truckee Artist Lofts are on hold at this time due to funding gaps. Mrs. Flores said the tax credit funding fell short for the Lone Oak Senior Housing project, but the developer will be reapplying in March 2019. She said a development agreement was worked out with Yuba County for the Cedar Lane Affordable Housing project in Linda, CA.

ITEM NO. I.11. – MAINTENANCE UPDATE:

Operations Manager Tom Goodwin went over the report provided in the board packet. He stated the numbers are up a little this quarter due to Housing Quality Standard inspections that are completed each year.

ITEM NO. I.12. – FINANCE UPDATE:

Chief Financial Officer Gail Allen shared funds were taken from prior period reserves for the Housing Choice Voucher program to offset any shortfalls. She stated the utilization rate is the highest it has been in many years. She said the net income for the Public Housing program is due to the CFP funds coming in. Ms. Allen said staff put out a Request for Proposal for banking services and received two responses.

ITEM NO. I.13. – ADMINISTRATIVE UPDATE:

Mr. Becerra shared he met Kim Vann, State Director of the United States Department of Agriculture (USDA) Rural Development (RD), and will be inviting her to take a tour of the RD units once the rehabilitation project is complete.

ITEM NO. J. HOUSING COMMISSIONERS' COMMENTS: NONE

ITEM NO. K – NEXT MEETING: December 5, 2018

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 1:09 PM.

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Resolution 18-1589

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 2019, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Regional Housing Authority _____
 PHA Name

CA048 _____
 PHA Number/HA Code

Annual PHA Plan for Fiscal Year 2019

5-Year PHA Plan for Fiscal Years 20____ - 20____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Dan Miller	Chairperson
Signature	Date
	12/19/2018

26

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Resolution 18-1590

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Regional Housing Authority _____
PHA Name

CA048 _____
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Dan Miller	Title Chairperson
Signature	Date 12/19/2018

27



REGIONAL HOUSING AUTHORITY

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

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RESOLUTION 18-1591

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Tiffany Long

WHEREAS, the Regional Housing Authority encourages Housing Choice Voucher participants to enroll in the Family Self-Sufficiency (FSS) Program; and

WHEREAS, Tiffany Long started in this program on June 1, 2012 and set goals for herself to find and obtain suitable full-time employment, and to be free of cash assistance during the final 12 months of her FSS contract.

WHEREAS, Tiffany Long met her goals by December 1, 2018 and received sufficient earned income to generate an escrow account in the amount of \$9,358.30; and

WHEREAS, Tiffany Long has now “graduated” from the FSS program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority congratulates Tiffany Long for her determination to progress to a life that is independent of government assistance and conveys their best wishes for success in all her future endeavors.

This Resolution was approved at the regular meeting of the Board of Commissioners, this 19th day of December 2018.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson, Dan Miller

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: December 19, 2018
To: Board of Commissioners
From: Gustavo Becerra, Executive Director

SUBJECT: Out-of-State travel for meetings/trainings/conferences for Board Chairperson, Executive Director, Planning and Community Development Manager, Maintenance Operations Manager and Executive Assistant/HR Coordinator

RECOMMENDATION: Authorize staff to attend referenced conferences and meetings

FISCAL IMPACT: Approximately \$12,700 for all four conferences/meetings and business trip expenses (inclusive of transportation, lodging, meals, conference registration)

Background:

The Regional Housing Authority (RHA) is a member of the National Association of Housing & Redevelopment Officials (NAHRO). NAHRO is the largest and strongest advocate for Housing Authorities nationwide. NAHRO also conducts three conferences per year, the Legislative, the Summer, and the Fall Conference. It is important for the Housing Authority to be tied into the information at a national level with NAHRO, and for staff to learn the various changes in regulations, legislation, and best practices as it relates to federal housing programs.

In 2019, if approved by the Board of Commissioners, the Planning and Community Development Manager would attend the Legislative Conference in Washington DC, from April 7-9; the Executive Director would attend the Summer Conference in Boston, MA, from July 11-13 and the Maintenance Operations Manager would attend the National Conference in San Antonio, TX, from October 10-12.

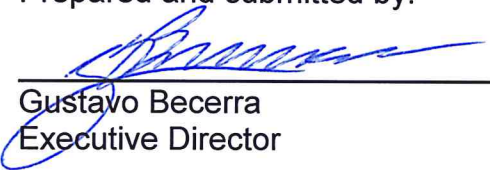
Additionally, it is requested that the Executive Assistant/HR Coordinator be approved to attend the 2019 Western Region IPMA-HR Annual Training Conference in Denver, CO, from April 29-May 1. This conference focuses on the various changes in the workplace for the public sector.

It is also requested that the Board Chairperson, Executive Director, and Planning and Community Development Manager be approved to travel to Boise, ID, in May (dates to be determined) to meet with The Pacific Companies (TPC), development partner of Regional Housing Authority on a number of projects, to tour a permanent supportive housing (PSH) project recently constructed by TPC, that will be very similar in size, and operational supportive services, as the PSH projects that RHA is working on developing in Grass Valley, and Yuba City. The interest of RHA is to personally see how the project is functioning (physically, financially, and supportive services), meet with key property management and supportive service staff, 6-8 months after construction completion and residents have moved in, to get a sense of how the project performs after it is leased up.

Recommendation:

Staff recommends that the Board of Commissioners of the Regional Housing Authority approve the out-of-state travel for the referenced staff members and Board Chairperson.

Prepared and submitted by:



Gustavo Becerra
Executive Director



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RESOLUTION 18-1592

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$3,164.60

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, 2018 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 \$3,164.60.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 19th day of December 2018 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Dan Miller, Chairperson

(SEAL)

31

**Public Housing
Collection Loss Write Off
Period: December 2018**

Tenant	Property	Address	Date Move In	Date Move Out	Monthly Rent	Rent Owed	Late Fee's	Damages	Solar	Legal Fee's	Total Owed	Payback Agreement
T0004869	Rich-02	400 Atwood, Yuba City	11/26/12	02/12/18	\$ -	\$ -	\$ -	\$ 240.90	\$ 189.20	\$ -	\$ 430.10	No
T0009004	Rich-02	415 Atwood, Yuba City	01/03/17	07/23/18	\$ -	\$ -	\$ -	\$ 383.85	\$ 179.84	\$ -	\$ 563.69	No
T0007152	Rich-02	413 Atwood, Yuba City	01/20/16	09/13/18	\$ -	\$ -	\$ -	\$ 1,170.00	\$ 383.41	\$ 617.40	\$ 2,170.81	No
					\$ -	\$ -	\$ -	\$ 1,794.75	\$ 752.45	\$ 617.40	\$ 3,164.60	Total Write Off

Miller

Deceased *

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

Exhibit A



REGIONAL HOUSING AUTHORITY

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RESOLUTION 18-1593

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING RURAL DEVELOPMENT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$2,028.05

WHEREAS, the Regional Housing Authority operates low-income housing projects Centennial Arms, Butte View Estates and Rural Development farm work housing project Phases I, II and III pursuant to U.S. Department of Agriculture regulations; and

WHEREAS, operations of low-income 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, 2018 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 \$2,028.05.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 19th day of December 2018 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Dan Miller, Chairperson

(SEAL)

USDA
Collection Loss Write Off
Period: December 2018

Tenant	Property	Address	Date	Move In	Move Out	Monthly Rent	Rent Owed	Late Fee's	Damages	Utilities	Legal Fee's	Total Owed	Payback Agreement
T0014411	RD	420 Miles Avenue #80, Yuba City	01/18/18	02/14/18	\$ 444.00	\$ -	\$ -	\$ 70.44	\$ 55.20	\$ -	\$ -	\$ 125.64	No
T0005154	RD	420 Miles Avenue #21, Yuba City	08/06/13	09/20/18	\$ 232.00	\$ 776.80	\$ -	\$ 363.50	\$ -	\$ -	\$ -	\$ 1,140.30	No
T0003223	RD	420 Miles Avenue #85, Yuba City	08/08/18	10/16/18	\$ 676.00	\$ -	\$ -	\$ 142.90	\$ -	\$ -	\$ -	\$ 142.90	No
T0005241	BVE	9400 Larkin Rd, #2B, Live Oak	12/28/16	06/25/18	\$ 912.00	\$ 86.00	\$ 10.00	\$ 523.21	\$ -	\$ -	\$ -	\$ 619.21	No
												Total Write Off	
												\$ 862.80 \$ 10.00 \$ 1,100.05 \$ 55.20 \$ - \$ 2,028.05	

R
12/11/18

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

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RESOLUTION 18-1594

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING HOUSING CHOICE VOUCHER FRAUD RECOVERY COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,285.70

WHEREAS, the Regional Housing Authority operates the Housing Choice Voucher program for Sutter, Nevada, Yuba and Colusa Counties; and

WHEREAS, operations of the Housing Choice Voucher program includes assisting families who are low income; and

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

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending December 31, 2018 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 \$1,285.70.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 19th day of December 2018 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Dan Miller, Chairperson

(SEAL)

HCV Fraud Recovery
 Collection Loss Write Off
 Period: December 2018

<u>Tenant</u>	<u>HAP</u>	<u>Fraud Recovery Amount Owed</u>	<u>Late</u>	<u>NSF</u>	<u>Legal</u>	<u>Total</u>	<u>Payback</u>
			<u>Fee's</u>	<u>Fee's</u>	<u>Fee's</u>	<u>Owed</u>	<u>Agreement</u>
T0004575		\$ 1,285.70	\$ -	\$ -	\$ -	\$ 1,285.70	Yes
		\$ 1,285.70	\$ -	\$ -	\$ -	\$ 1,285.70	Total Write-Off

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

OP
 12 DEC 18

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF NEVADA HEALTH AND HUMAN SERVICES
AGENCY, FOOTHILL HOUSE OF HOSPITALITY D/B/A HOSPITALITY HOUSE,
AND THE REGIONAL HOUSING AUTHORITY**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," is made and entered into this 1st day of October 2018 ("Effective Date") by and between Nevada County through the Health and Human Services Agency, hereinafter referred to as "COUNTY," the Foothill House of Hospitality d/b/a Hospitality House, hereinafter referred to as "PROJECT SPONSOR," and the Regional Housing Authority, hereinafter referred to as "DEVELOPER," collectively, the "Parties."

WHEREAS, the Parties intend to collaborate and work cooperatively on a *No Place Like Home Program* (NPLH) Project to address affordable housing needs in our community for persons with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, as well as providing transitional housing to eligible individuals, through the planning, construction, and operation of affordable housing, transitional housing, and Navigation Center programs on property located at 936 Old Tunnel Road, Grass Valley, CA 95945; and,

WHEREAS, County has a reserved allocated amount of \$500,000 in funding from the California State Department of Housing and Community Development (HCD) which will be released 60-days after certification of occupancy of a completed *No Place Like Home* (NPLH) housing project.

WHEREAS, County has a maximum of \$75,000 in allocated NPLH project technical assistance funds, of which \$50,000 has been allocated to PROJECT SPONSOR to assist in qualified activities related to Project pre-development and technical assistance activities; and,

WHEREAS, attaining additional funds for the completion of this Project will require coordination and cooperation between the Parties to this MOU; and,

WHEREAS, should there be any funding deficits for the Project, the Parties will work collaboratively to attempt to locate additional funding sources to bridge the gap; and,

WHEREAS, DEVELOPER has identified an experienced development firm with necessary and required affordable housing financing and project development experience to assist DEVELOPER in the furtherance of its responsibilities set forth in this MOU; and,

WHEREAS, COUNTY, through the Behavioral Health Department, provides mental health services for individuals with mental illness and/or serious emotional disorders whom are the target population the NPLH program; and,

WHEREAS, the Parties desire to work collaboratively to pursue and provide permanent supportive affordable housing to homeless people with mental illness and/or serious emotional disorders in accordance with the California Mental Health Services Act (MHSA); and;

WHEREAS, the proposed Project meets the qualifying criteria, laid out in the NPLH program guidelines, to receive funding for this Project,

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE

This MOU delineates the understandings of the Parties with regard to the submission of applications to HCD for the NPLH program funds and any other funds that are eligible to be used for the development and construction of permanent supportive affordable housing and a Day Services Center for people with mental illness and/or serious emotional disorders. It is understood by and between the Parties that this MOU is specific to the understandings related to acquisition of funding for, and pre-development activities related to, the construction of affordable housing and Day Services Center on behalf of eligible individuals. It is anticipated that upon fulfillment of the understandings set forth herein, the Parties will enter into an amendment to this MOU to address the construction and ongoing operation of the affordable housing, transitional housing, and Day Services Center programs.

II. TERMS AND DEFINITIONS

Throughout this MOU, the following terms have the following definitions:

- Assisted Units shall refer to all rental housing, shared housing or other units within the proposed project set aside for homeless or people with mental illness and/or serious emotional disorders if the acquisition, rehabilitation, capitalized operating costs, and/or construction is financed in part or whole with NPLH funding and/or other available federal or state funding sources
- Tenant shall mean homeless families and individuals or others with mental illness and/or serious emotional disorders that are NPLH eligible clients under NPLH program guidelines as determined by Nevada County Behavior Health or a contracted Service Provider or as determined by other federal or state funding sources which provided project development funding.
- Project Owner shall mean the County of Nevada, individual firm, corporation, partnership or similar entity that holds title to the housing project units and site funded through NPLH or other funding sources.
- Project shall mean a *No Place Like Home Program* (NPLH) Project to address affordable housing needs in our community for persons with serious mental illness who are chronically homeless, homeless, or at risk of being chronically homeless, as well as providing

transitional housing to eligible individuals, through the planning, construction, and operation of affordable housing, transitional housing, and Day Services Center programs on property located at 936 Old Tunnel Road, Grass Valley, CA 95945.

- Day Services Center refers to the structure located on site that provides a service location for NPLH tenants, transitional housing participants, office spaces for service providers and for overall day resource access for individuals and families experiencing homelessness in Nevada County.

- Development Team shall mean the assembled COUNTY, PROJECT SPONSOR, DEVELOPER, and contracted consultants responsible for completing funding applications and managing pre-development Project activities.

III. **TERM**

The term of this MOU shall commence as of the Effective Date stated above and shall continue for five (5) years, unless this MOU is terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the parties.

IV. **RESPONSIBILITIES**

A. **COUNTY** shall:

1. Upon the release of the \$500,000 in funding from HCD, the COUNTY intends to make the funds available to the DEVELOPER through a subsequent agreement with the DEVELOPER for permanent financing toward Project construction as a 55-year deferred interest loan that can be used to repay other project financing sources.

2. Coordinate and facilitate project development team meetings and activities pertaining to the NPLH and other funding sources application process, including but not limited to establishing reoccurring meetings, distribution of meeting notes and other meeting materials, and creating and maintaining documents and tools related to project planning and timelines.3. Maintain a contractual relationship with the Coordinated Entry System's (CES) provider to ensure the tenant selection process for the proposed assisted units meets NPLH funding requirements as set forth in NPLH program guidelines.

3. Participate in project planning, technical assistance and/or public meetings related to the application process and the development process, including but not limited to developing written background materials on NPLH program and other funding sources requirements, as determined, providing background and information pertaining to Community Development Agency and Health and Human Services Agency programs, policies and procedures and making them available to decision making entities and stakeholders throughout the process.

4. Cooperate and coordinate with the PROJECT SPONSOR in assembling the applications for NPLH and any other identified funds wherein the proposed Project complies with funding requirements and/or eligible activities.

5. In coordination with its Behavioral Health Department, assume responsibility for completion of the Supportive Services plan elements of the application.
6. In coordination with its Department of Social Services, commit to the planning and provision of on-site eligibility outreach services for clients of the Day Services Center, as deemed reasonable and available by COUNTY.
7. Designate appropriate staff to participate in collaborative decision-making regarding NPLH and any other identified funding applications, planning and implementation.
8. Fulfill NPLH and other funding source requirements related to the adoption by the Board of Supervisors of resolutions, including but not limited to: the strategic plan to address homelessness, the provision of mental health services for NPLH tenants, and the authorizations allowing for PROJECT SPONSOR to apply for and accept NPLH noncompetitive and competitive funds to be directed to the identified development project. COUNTY staff will ensure these items are completed prior to funding submission deadlines.
9. Work with PROJECT SPONSOR and DEVELOPER in furtherance of Project compliance with all threshold requirements under NPLH guidelines, and all other requirements specified in other potential funding sources including but not limited to: MHSA, Homeless Emergency Assistance Program (HEAP), and California Emergency Solutions and Housing (CESH). COUNTY will work with PROJECT SPONSOR and DEVELOPER to promote mutual understanding of NPLH and any other identified funds regulations and guidelines.

B. PROJECT SPONSOR shall:

1. Prepare and provide information and documentation of application materials necessary for the completion of the NPLH project Universal Application and the Supplemental Application in accordance with the established Project timeline.
2. Work with COUNTY staff to provide all information and documentation required for completion of any other identified funds applications.
3. Coordinate with the City of Grass Valley, where required, to ensure compliance with and adherence to, all City regulations, public meeting requirements, and any processes related to the planning and development of the proposed Project.
4. Designate appropriate staff to participate in collaborative decision making regarding NPLH, and other potential funding sources. For the purpose of this MOU, staff shall include retained consultants.
5. Secure and maintain contracted consultants with the minimum experience required under NPLH program guidelines.

6. Oversee and coordinate the work of its client staff in relation to the preparation of the proposal documents. Support COUNTY in its timely submission of the proposal, and the inclusion of all required documents, attachments, assurances, and certifications.
7. Work with consultants and COUNTY staff in developing and completing grant application components, including but not limited to required demographics and description of the target population and project description narratives per State specifications. Review and provide input as needed on the development of a Supportive Services Plan.
8. Coordinate, apply for, and secure all land use approvals, permits, and CEQA reports required to develop the Project, as well as any Environmental impact reports and/or studies, appraisals, design services and any other reports or documentation required for inclusion in the proposal and/or required under the City of Grass Valley Planning Department and/or City and County Code and Planning Departments.
9. Work with the City of Grass Valley and COUNTY staff to develop documents acceptable to the State for establishing site control as defined by the State.
10. Prepare for and appear before the HCD Loan and Grant Committee with COUNTY staff; providing responses to committee members regarding the application and project overall.
11. If NPLH funding is awarded, assist COUNTY with review of the loan contract, and work with the State to provide any required additional documentation or assurances, facilitating the timely execution of the deferred loan contract.
12. Work with COUNTY in pre-development planning of the affordable housing, transitional housing, and Day Services Center programs, including the identification of funding sources, service needs, service providers, and operations of the aforementioned programs.

C. **DEVELOPER** shall:

1. Prepare funding applications to various funding sources that may include, but are not limited to HUD, California Tax Credit Allocation Committee, local governments and private lenders for acquisition, construction, bridge and permanent financing necessary for the development and construction of the affordable housing project described in this MOU.
2. Conduct negotiations and communications with lenders, including construction, permanent, and bridge lenders, investors, and government loan programs.
3. Manage all loan closings through payoff of all construction loans and final payment of all equity payments from investors, if any ("Construction Completion"); provide all due diligence information to lenders; coordinate all lenders documents and requirements; submit development proformas as needed; prepare and submit all lender reports and coordinate with all lender monitoring.

4. Development accounting and bookkeeping; working with auditor to prepare audited financial statements, tax returns, Development cost certifications, and K-1's; supervise the accounting firm's performance through Development closeout;
5. Provide lenders and investors with guarantees and net worth requirements through Construction Completion.
6. Oversee preparation of architect's and engineers' plans and specifications; ensure compatibility with adjacent developments and design and development standards of the DEVELOPER, lenders, investors and City departments.
7. Obtain Soils Report and all other environmental clearances, as required, to develop the property; consultant must be approved by lenders and investors; scope of work must include specified requirements from lenders and investors.
9. Obtain lender-approved appraisal(s) as needed.
10. Provide technical assistance, as required, related to grant and other funding applications and approvals, related to pre-approval and pre-development activities.
11. Oversee local government review and approval process; and attend meetings with planning/building department officials, community members, as may be required.
12. Present information to the Board of Supervisors, Planning Commission/City Council and other partners, lenders, etc. as appropriate.
13. Provide course of construction Liability and Builder's Risk Insurance.
14. Assemble team of co-developer and contractor(s), construction lender, permanent lender, and tax-credit investor as needed.
15. Commit Project Based Section 8 rental assistance for the permanent supportive affordable housing development, approximately 35-40 units, prepare all necessary HUD submissions, and approvals.

D. Collectively, the Parties Shall:

1. Work cooperatively in the planning and development of the Project. All plans related to the development of the property must be reviewed and approved in advance by all Parties.
2. Develop and implement a joint marketing campaign and commit to joint messaging and public outreach related to addressing community and neighborhood concerns of the proposed NPLH project. Parties will work collaboratively to draft talking points, coordinate media messaging and develop materials to disseminate to the public, which shall be mutually agreed upon in advance.

3. No less than quarterly, the directors of each Party to this MOU or their designees will meet to identify new potential funding sources, review the work and project milestones accomplished under this MOU, evaluate the efficacy of this MOU, assess the quality of the working relationship between the Parties, and determine the status of work products.

V. FUNDING

1. The Parties shall work cooperatively to identify and access sufficient funding to defray the cost of the housing development described in this MOU. This may be done through seeking grants from foundations, applying for additional State funding, the Neighborhood Stabilization Program and/or other sources.

2. COUNTY intends to provide the supportive services to the target population who will reside on the housing Project identified in this MOU, including the continuation of these supportive services to each project's NPLH tenants in accordance with timelines required under NPLH, including the provision of or referral to other services in accordance with the relevant supportive services plan.

3. Where necessary, and where possible, the Parties will work together to apply for funds related to ongoing expenses outlined in the Supportive Service Plan.

VI. TERMINATION

Any party may terminate this MOU for any reason, or without cause, by giving 60 days' notice to the other, which shall be served in conformity with the notice provisions contained in this MOU. The Parties desire to maintain effective working relationships and agree to meet in good faith to first attempt to resolve any disputes or other issues that may result in either party terminating this MOU early.

VII. AMENDMENTS

Any material changes to any of the clauses above must be mutually agreed upon by all Parties, and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

VIII. PARTIES AS INDEPENDENT

In agreeing to the obligations and understandings set forth herein, each Party acknowledges that it shall act in an independent capacity, and not as the employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its agents or employees.

IX. INDEMNIFICATION

Each Party to this MOU will indemnify, defend, and hold harmless the other Parties and their officers, officials, employees, agents, and volunteers from and against any and all liabilities, claims, demands, damages, losses and expenses (including without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to the performance of this MOU.

X. NOTICES

All notices to be provided under this MOU shall be in writing and serviced by first-class mail, and shall be deemed received by the Parties below on the fifth (5th) day following the date of mailing, or the earlier date of personal service, as the case may be.

Health and Human Services Agency
Attn. HHS Director
950 Maidu Ave., Suite 120
Nevada City, CA 95959

Foothill House of Hospitality
Attn. Executive Director
1262 Sutton Way,
Grass Valley, CA 95945

Regional Housing Authority
Attn. Executive Director
1455 Butte House Rd.
Yuba City, CA 95993

XI. INSURANCE

It is agreed that the Parties to this MOU shall each maintain at all times during the term of this MOU insurance coverage in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to, not less than One Million Dollars (\$1,000,000) general liability, One Million Dollars (\$1,000,000) automobile liability, One Million Dollars (\$1,000,000) workers' compensation, and One Million Dollars (\$1,000,000) professional liability (E&O).

XII. AUTHORIZED SIGNATURE

The Parties to this MOU represent that the undersigned individuals executing this MOU are fully authorized to execute and deliver this MOU on behalf of their respective party.

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XIII. ENTIRE UNDERSTANDING

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

Nancy S. Baglietto, Executive Director
Foothill House of Hospitality

Dated:

Gustavo Becerra, Executive Director
Regional Housing Authority

Dated:

Michael Haggerty, Director
Health and Human Services Agency

Dated:

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: December 19, 2018
To: Board of Commissioners
From: Gail Allen, Chief Financial Officer

SUBJECT: Financial Bank Institute Engagement
RECOMMENDATION: Approve three-year contract, with additional two one-year extensions
FISCAL IMPACT: \$2,243 per year savings (\$187 per month, based on current fees)

Overview – Every three to five years, HUD recommends Housing Authorities to submit a Request for Proposal for financial banking services. On October 1, 2018, RHA contacted all banks in Yuba City (local, regional and national), however, only two responded; TriCounties Bank (current bank) and River Valley Community Bank (holds loans on Kingwood Commons and Devonshire). Below are their per month quotes:

River Valley Community Bank \$243
TriCounties Bank..... N/C

RECOMMENDATION:

Based on their willingness to abide by federal banking requirements which includes a General Depository Agreement, current banking relationships and cost analysis, Staff recommends the Board of Commissioners of the Regional Housing Authority approve the selection of TriCounties Bank as the Housing Authority banking financial institution for the next three years, with potentially two one-year extensions.

Prepared by:

Submitted by:



Gail L. Allen, Chief Financial Officer



Gustavo Becerra, Executive Director

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: December 19, 2018
To: Board of Commissioners
From: Gail Allen – Chief Financial Officer
Subject: Financial Review
Project Net Income April 1, 2018, through October 31, 2018
Reserve Account Balances Through December 10, 2018

Housing Choice Voucher (HAP), Public Housing (Joann Way), USDA (Butte House and Richland Housing) and Unrestricted (Devonshire, Kingwood Commons, Planning and Community Development, Stony Creek and RHA's Trailer) had negative Net Income through October. However, all deficits were either covered through a draw of prior period reserves or supported by other projects in their group that had positive receipts. Property deficits are a result of capital improvement projects scheduled during this fiscal year.

Housing Choice Vouchers (1,661 restricted units; 1,609 Tenant Based + 52 VASH)

- *Housing Assistance Payments (RNP)* -- >99% proration
\$<29,209 net income. Shortfall offset by Administrative Fees.
- *Administration Fee (UNP)* – Proration 80% (January-August)
\$76,060 net income (\$105,270 – \$29,209 HAP shortfall) deposited into mandated reserve account to be used to offset future shortfalls. Occupancy Staff continue their lease-up drive to increase voucher utilization to >97% and are expected to reach (or come very close) to that mark.

Public Housing (173 restricted units; 50 Date Street + 24 Joann Way + 99 Richland Housing)

\$321,072 combined net income – Net Income a result of an initial \$407,630 in FYE 2018 CFP allocation and \$5,556 recent award due to other funds becoming available by HUD. Funds may be used for operations, as well as capital expenditures. It is anticipated that a majority of the \$413,186 CFP will be required for operational activities during FYE 2019. Current Operating Subsidy proration rate is 94.74%.

Rural Development (244 restricted units; 32 Butte View Estates + 22 Centennial Arms + 190 Richland Housing)

\$<31,794 combined net income (includes \$161,902 deposited into mandated reserve accounts) and is a result of capital needs work, such as painting, electrical, plumbing, HVAC and hazmat removal.

Homes2Families (12 restricted units; City of Yuba City owned, RHA managed)

\$13,484 combined net income includes costs for 2018 retroactive management fee increase, along with flooring, fencing and HVAC replacements in a number of units. Net Income is deposited into a mandated reserve account.

Neighborhood Stabilization Program 1 & 3 (22 restricted units; 9 NSP1 + 13 NSP3)

\$29,802 combined net income deposited into mandated reserve accounts

TRIO (3 units) -- **\$32,171 net income** due to the sale of two houses resulting in debt service reduction.

Mental Health Services (16 restricted units; 6 Teesdale + 10 Heather Glenn)

\$733 combined net income (\$485 Heather Glenn + \$248 Teesdale) deposited into reserve accounts.

Unrestricted Properties (including restricted Devonshire) -- <\$43,300 unrestricted/restricted combined (Devonshire) net income may be deposited into reserve accounts for past "borrowing" and/or future operations/rehab activities for any RHA project.

- **Cost Centers** (Management/Work Order/Fuel Fees/Developer Fees) -- **\$16,857 net income**
- **Devonshire** (30 restricted units - restricted) -- **<\$62,667 net income**. Negative receipts are a direct result of evictions and various plumbing, HVAC, flooring and painting needs.
- **Kingwood Commons** (64 units) -- **<\$102,790 net income**. Negative receipts are a result of roofing and new com-cable in two buildings, HVAC replacement, plumbing repairs and asphalt maintenance.
- **Kristen Court** -- **\$37,259 net income**
- **LC-35** – Miles Market, School, Solar Farm – **\$69,574 net income**
- **Miscellaneous Programs** – Development & Solar – **\$9,773 net income**
- **Percy Avenue** (8 units) -- **\$5,297 net income**
- **Planning/Community Development** (First-Time Home Buyer, Owner Occupied Rehab, RHA Development/Maintenance) -- **<\$14,392 net income**
- **Stony Creek** -- **<\$882 net income**
- **Trailer Park** (8 units) – **\$7,831 net income**
- **Trailer - RHA** (1 unit) -- **<\$9,161 net income**. Negative receipts are a result of capital improvements and are covered reserves.

RESERVE ACCOUNTS:

All mandated reserve accounts are fully funded and restricted to the individual programs. The attached balances are through December 6, 2018. Accounts are considered restricted unless otherwise identified.

CALENDAR OF EVENTS:

FYE 2020 agency budget approval to USDA and Board.....	January 2019
FYE 2020 HUD operating subsidy submission	January 2019
Fiscal year ends	March 31, 2019
Migrant Center opens	May 1, 2019
FYE 2019 financial audit (onsite)	May 2019
FYE 2019 unaudited REAC submission	May 31, 2019
FYE 2019 audited REAC submission	September 2019

Prepared by:

Submitted by:


Gail L. Allen, Chief Financial Officer


Gustavo Becerra, Executive Director

NET INCOME

April-October 2018

Project	Budget		Actual		Variance (Budget vs Actual)	
	Income	Expenses	Income	Expense	Income	Expense
Housing Choice Voucher						
Housing Assistance Payments (HAP's)						
Administrative Fee	\$563,100.37	N/A	\$5,062,132.63	\$5,091,341.90		N/A
Total	\$563,100.37	\$553,313.04	\$5,761,112.62	\$5,685,052.13	\$135,879.62	\$40,397.19
Public Housing						
Date Street	\$245,004.65	\$203,196.14	\$242,738.33	\$205,614.37	-\$2,266.32	\$2,418.23
Joann Way	\$125,406.10	\$106,118.60	\$106,595.76	\$105,851.27	-\$18,810.34	-\$267.33
Richland Housing	\$597,153.71	\$494,165.70	\$817,743.01	\$534,539.90	\$220,589.30	\$40,374.20
Total	\$967,564.46	\$803,480.44	\$1,167,077.10	\$846,005.54	\$199,512.64	\$42,525.10
USDA						
Centennial Arms	\$126,083.37	\$131,155.92	\$127,712.53	\$119,158.79	\$1,629.16	-\$11,997.13
Butteview Estates	\$141,586.20	\$184,110.64	\$176,626.35	\$189,409.34	\$35,040.15	\$5,298.70
Richland Housing	\$1,197,858.13	\$1,197,120.54	\$1,217,461.96	\$1,245,026.52	\$19,603.83	\$47,905.98
Total	\$1,465,527.70	\$1,512,387.10	\$1,521,800.84	\$1,553,594.65	\$56,273.14	\$41,207.55
Homes 2 Families						
		N/A	\$78,299.66	\$64,815.98		N/A
Neighborhood Stabilization Program						
		N/A	\$130,207.70	\$100,405.60		N/A
TRIO						
		N/A	86,179.63	54,008.72		N/A
Mental Health Services Act						
Heather Glenn	\$26,588.38	\$26,547.92	\$23,413.91	\$22,929.23	\$484.68	-\$3,618.69
Teesdale	\$18,667.81	\$18,624.06	\$18,307.15	\$18,058.85	\$248.30	-\$565.21
Total	\$45,256.19	\$45,171.98	\$41,721.06	\$40,988.08	-\$3,535.13	-\$4,183.90
Unrestricted Properties						
Cost Centers		N/A	\$173,004.23	\$156,146.78		N/A
Devonshire	138,596.15	\$144,531.24	\$162,238.16	\$224,905.59	\$23,642.01	\$80,374.35
Kingwood Commons	303,259.18	\$303,221.80	\$366,595.22	\$469,385.44	\$63,336.04	\$166,163.64
Kristen Court		N/A	\$45,193.86	\$7,934.12		N/A
LC-35	127,450.96	\$59,774.19	\$146,924.00	\$77,349.72	\$19,473.04	\$17,575.53
Miscellaneous (Development, Solar..)		N/A	\$54,300.31	\$44,526.83		N/A
Percy Avenue	31,345.09	\$26,827.64	\$32,713.61	\$27,416.52	\$1,368.52	\$588.88
Planning & Community Development	\$161,271.88	\$160,848.59	\$140,612.94	\$155,005.19	-\$20,658.94	-\$5,843.40
Stony Creek		N/A	\$2,008.41	\$2,890.28		N/A
Trailer Park	27,471.08	\$21,904.05	\$27,873.24	\$20,042.26	\$402.16	-\$1,861.79
Trailer (Housing Authority)	5,474.14	\$4,096.33	\$6,600.24	\$15,761.08	\$1,126.10	\$11,664.75
Total	\$794,868.48	\$721,203.84	\$1,158,064.22	\$1,201,363.81	\$88,688.93	\$268,661.96
Total	\$3,836,317.20	\$3,635,556.40	\$9,649,775.84	\$9,546,234.51	\$476,819.20	\$388,607.90
						\$88,211.30

49

Restricted Accounts
as of December 10, 2018

Account	Origination	Uses	Approval	Balance
Checking Accounts				
Checking Central Office (6035)	Program Income	Daily Operations/Payroll	Internal	\$373,294.52
Checking Sweep (8277)	Program Income	Daily Operations/Payroll	Internal	\$9,258.94
				<u>\$382,553.46</u>
Federal Programs				
HUD - Housing Choice Voucher				
Checking HCV (6084)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	\$169,132.04
Reserve RNP HCV (2758)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	\$1,219.86
Reserve UNA HCV (2454)	Monthly Subsidy	Administrative Costs/HAP's	Internal	\$416,838.89
				<u>\$587,190.79</u>
HUD - Family Self Sufficiency				
Reserve FSS Escrow HCV (7896)	HAP's	Escrow Account	Payout to Participant	\$228,757.44
Reserve FSS Escrow PH (5595)	HAP's	Escrow Account	Payout to Participant	\$6,270.29
				<u>\$235,027.73</u>
HUD - Public Housing (CFP)				
Reserve General PH (3854)	Annual Capital Fund Grant	Operations/Capital Improvements	Internal	\$566,533.75
				<u>\$566,533.75</u>
USDA				
Grant Rehab RD 2 (2090)	Federal Rehab Grant - Existing Units	Capital Improvements	USDA	\$2,220,793.85
Supervised CA (8621)	Program Income - \$1,657 per month	Capital Improvements	USDA	\$78,044.35
Supervised BVE (0469)	Program Income - \$1,447 per month	Capital Improvements	USDA	\$70,390.44
Supervised BVE (Chase)	Program Income - \$800 per month	Capital Improvements	USDA	\$52,577.00
Supervised RD (6072)	Program Income - \$19,225 per month	Capital Improvements	USDA	\$1,298,792.18
				<u>\$3,720,597.82</u>
State Programs				
Mental Health Services				
Reserve Operating HG (2387)	Escrow	Capital Improvements	Internal	\$4,002.53
Reserve Replacement HG (2399)	Program Net Income	Operations/Capital Improvements	Internal	\$8,478.55
Reserve General Teesdale (7409)	Program Net Income	Operations/Capital Improvements	Internal	\$20,932.64
				<u>\$33,413.72</u>
Migrant Services				
Reserve Care OMS (3094)	PGE CARE Discount	Capital Improvements	OMS	\$119,081.29
Reserve General OMS (3112)	Prior Unspent Budget	Capital Improvements	OMS	\$12,807.09
				<u>\$131,888.38</u>
Neighborhood Stabilization Program 1				
Reserve Operating NSP1 (8669)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$77,773.91
Reserve Replacement NSP1 (8657)	Program Income - \$1,288 per month	Capital Improvements	City of Yuba City	\$79,025.58
				<u>\$156,799.49</u>
Neighborhood Stabilization Program 3				
Reserve Operating NSP3 (2107)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$141.39
Reserve Replacement NSP3 (2119)	Program Income - \$3,370 per month	Capital Improvements	City of Yuba City	\$37,006.76
				<u>\$37,148.15</u>
State - Joe Serna				
Grant Rehab Serna 2 (8165)	USDA Rehab Grant	Capital Improvements	Return to State	\$7,089.21
				<u>\$7,089.21</u>

Account	Origination	Uses	Approval	Balance
Local Programs				
City of Yuba City - Homes2Families				
Reserve Operating H2F (6697)	Program Net Income	Operations/Capital Improvements	City of Yuba City	\$237,574.65
Reserve Replacement H2F (6430)	Program Income - \$1,200 per month	Capital Improvements	City of Yuba City	\$186,590.66
				<u>\$424,165.31</u>
TOTAL Restricted	Usage mandated by funding source			6,282,407.81
Security Deposit Accounts (Restricted)				
Security Deposits BVE (0147)	Tenant Income	Payout to Tenant	Internal	\$8,885.38
Security Deposits CA (8608)	Tenant Income	Payout to Tenant	Internal	\$12,692.49
Security Deposits Devonshire (4281)	Tenant Income	Payout to Tenant	Internal	\$11,296.48
Security Deposits H2F (8937)	Tenant Income	Payout to Tenant	Internal	\$6,300.64
Security Deposits HG (4931)	Tenant Income	Payout to Tenant	Internal	\$2,500.02
Security Deposits KC (6443)	Tenant Income	Payout to Tenant	Internal	\$22,345.93
Security Deposits NSP1 (8645)	Tenant Income	Payout to Tenant	Internal	\$4,754.77
Security Deposits NSP3 (1814)	Tenant Income	Payout to Tenant	Internal	\$6,325.50
Security Deposits OMS (5601)	Tenant Income	Payout to Tenant	Internal	\$2,050.36
Security Deposits Percy (9073)	Tenant Income	Payout to Tenant	Internal	\$2,892.71
Security Deposits PH (9085)	Tenant Income	Payout to Tenant	Internal	\$47,253.82
Security Deposits RD (6030)	Tenant Income	Payout to Tenant	Internal	\$19,200.64
Security Deposits Teesdale (9303)	Tenant Income	Payout to Tenant	Internal	\$1,354.22
Total Security Deposits				<u>\$147,852.96</u>
Miscellaneous Accounts (Unrestricted)				
Checking PH (6047)	Pass-through	Minimum Balance	Internal	\$100.95
Checking USDA (6011)	Pass-through	Minimum Balance	Internal	\$100.34
Reserve General BBP (1711)	Program Income	Minimum Balance	Internal	\$100.00
Reserve General HH (1723)	Program Income	Minimum Balance	Internal	\$100.25
Reserve General LC (4955)	Program Income	Minimum Balance	Internal	\$102.55
Reserve General LC (8949)	Program Income	Operations/Capital Improvements	Internal	\$1,881.97
Reserve General LC (9133)	Sutter County InLieu Of	Minimum Balance	Internal	\$18,540.08
Reserve General PCD (8633)	Program Income	Operations/Capital Improvements	Internal	\$151,664.57
Reserve General Percy (4943)	Program Net Income	Operations/Capital Improvements	Internal	\$45,420.28
Reserve General TT (4505)	Program Net Income	Operations/Capital Improvements	Internal	\$23,927.39
Reserve Solar Farm (4918)	Program Income	Inverter Replacement (2023)	Internal	\$562.37
Reserve Solar Farm (RVCB)	Program Income	Inverter Replacement (2023)	Internal	\$43,500.00
Reserve Unfunded Liabilities LC (6375)	Program Income	Net Pension/OPEB	Internal	\$21,560.12
Total Unrestricted Accounts				<u>\$307,560.87</u>

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: December 19, 2018
To: Board of Commissioners
From: Gustavo Becerra, Executive Director

SUBJECT: Update on 2018 Out-of-State travel for meetings/trainings/conferences for Executive Director, and Occupancy Manager (Housing Choice Voucher), and Maintenance Operations Manager

RECOMMENDATION: None – Update only

FISCAL IMPACT: None

Update:

The Regional Housing Authority is a member of the National Association of Housing & Redevelopment Officials (NAHRO). NAHRO is the largest and strongest advocate for Housing Authorities nationwide. NAHRO also conducts three conferences per year, the Legislative, the Summer, and the Fall Conference. It is important for the Housing Authority to be tied into the information at a national level with NAHRO, and for staff to learn the various changes in regulations, legislation, and best practices as it relates to federal housing programs.


On January 17, 2018, the Board of Commissioners authorized the out-of-state travel for the Occupancy Manager (Housing Choice Voucher) to attend the Legislative Conference in Washington DC, the Executive Director to attend the Fall Conference in Atlanta, GA and the 2018 Rural Housing Conference in Washington, DC.

The estimated amount that was approved by the Board for these three (3) conferences totaled \$6,600.00. The actual cost for the trainings including hotel, airfare, per diem/meals, and other charges such as airport/public transportation totaled \$7,040.18.

The per conference breakdown of actual total is as follows:

Occupancy Manager (Housing Choice Voucher) = \$2,398.79
Executive Director (Fall Conference, Atlanta, GA) = \$2,547.60
Executive Director (2018 Rural Housing Conference, Washington, DC) = \$2,093.79

Prepared and submitted by:



Gustavo Becerra
Executive Director