



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

August 14, 2019

TO: Chairperson Kent Boes
Commissioner Dan Miller
Commissioner Brian Foss
Commissioner Manny Cardoza
Commissioner Jeramy Chapdelaine
Commissioner David Waite
Commissioner Suzanne Gallaty
Commissioner Rick Millhollin
Commissioner Ron Sullenger
Commissioner Toni Benson
Commissioner John Loudon
Commissioner Doug Lofton
Commissioner Randy Fletcher
Commissioner Bob Woten
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
Rob Choate, County of Nevada
The Union
Judy Sanchez, City of Yuba City

NOTICE OF REGULAR MEETING

August 21, 2019

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, August 21, 2019 at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**



Gustavo Becerra
Executive Director



Regional Housing Authority is an equal opportunity employer and housing provider



AGENDA
REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY
Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991
August 21, 2019, 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 Leticia Amaya
Josie Alcaraz, FSS Coordinator
 - 2. Family Self-Sufficiency Graduate Elisa Valdes Salsedo
Josie Alcaraz, FSS Coordinator
 - 3. Family Self-Sufficiency Graduate Amber Steele
Josie Alcaraz, FSS Coordinator
- E. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
- F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
 - 4. Approval of Minutes – July 17, 2019 pg. 1
 - 5. Resolution 19-1617, Approval of Office of Migrant Services Contract pg. 4
19-OMS-12692
 - 6. Approval of Out of State Travel for Public Housing Eligibility Specialist pg. 25

7. Resolution 19-1618 – Family Self-Sufficiency Graduate Leticia Amaya	pg. 26
8. Resolution 19—1619 - Family Self-Sufficiency Graduate Elisa Valdes Salsedo	pg. 27
9. Resolution 19—1620 - Family Self-Sufficiency Graduate Amber Steele	pg. 28
10. Resolution 19-1621 – Authorization to Accept HEAP Funds from Sutter Yuba Homeless Consortium	pg. 29
11. Resolution 19-1622 – Public Housing Collection Loss Write-Off	pg. 31
12. Resolution 19-1623 – Rural Development Collection Loss Write-Off	pg. 33
13. Resolution 19-1624 – Kingwood Commons Collection Loss Write-Off	pg. 35
14. Resolution 19-1625 – Percy Avenue Collection Loss Write-Off	pg. 37
15. Resolution 19-1626 – Housing Choice Voucher Fraud Recovery Collection Loss Write-Off	pg. 39
16. Resolution 19-1627 – Teesdale Collection Loss Write-Off	pg. 41

G. OLD BUSINESS: Discussion/Possible Action: NONE

H. NEW BUSINESS: Discussion/Possible Action: NONE

I. ADMINISTRATIVE REPORT:

17. RHA Owned Properties Occupancy/Eligibility Update Pattra Runge, Occupancy Manager	pg. 43
18. Planning and Community Development Update Beckie Flores, Planning and Community Development Manager	pg. 45
19. Maintenance Update Tom Goodwin, Operations Manager	pg. 48
20. Finance Update Marco Cruz, Chief Financial Officer	pg. 49
21. Administrative Update Gustavo Becerra, Executive Director	

J. HOUSING COMMISSIONERS' COMMENTS:

K. NEXT MEETING: September 4, 2019

L. ADJOURNMENT:

Ag082119

REGIONAL HOUSING AUTHORITY
Minutes
Regular Board Meeting
July 17, 2019

ITEM NO. A - CALL TO ORDER:

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

ITEM NO. A - ROLL CALL:

Chairperson Kent Boes, Vice-Chairperson John Loudon, Commissioners Ron Sullenger, Manny Cardoza, Rick Millhollin, Brian Foss, Toni Benson, Randy Fletcher, Dan Miller, Suzanne Gallaty Doug Lofton and Jeramy Chapdelaine were present. Commissioner David Waite was absent. Legal Counsel Brant Bordsen was also present.

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Chairperson Boes led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1. – FAMILY SELF-SUFFICIENCY GRADUATE SUSAN DAVIDSON:

Family Self-Sufficiency Coordinator Josie Alcaraz introduced Ms. Susan Davidson. Ms. Alcaraz mentioned Ms. Davidson began the program in 2017 and was receiving cash aid and child support. Ms. Davidson, who is a Public Housing resident, went through the CNA program at the local One Stop and has graduated effective June 30, 2019 with an escrow account in the amount of \$7565.78.

Ms. Davidson thanked everyone and shared she was previously homeless and has come a long way with the help she has received.

ITEM NO. D.2. – FAMILY SELF-SUFFICIENCY GRADUATE CHERI SMITH-PHILPOTT:

Ms. Alcaraz introduced Ms. Cheri Smith-Philpott. Ms. Alcaraz mentioned Ms. Smith-Philpott enrolled in the program in 2016 and at the time was receiving cash aid and SSI. Ms. Smith-Philpott is a single mother of 7 children. She has been attending school and is currently employed with the state prison in Vacaville. Ms. Smith-Philpott graduated the program effective June 1, 2019 with an escrow account in the amount of \$13,004.54.

Ms. Smith-Philpott shared she is currently attending school and will be starting her externship for her master's degree in October. She stated because of the help she received through the

Housing Authority, she is also a foster parent and currently has 3 foster children.

ITEM NO. D.3. – CHIEF FINANCIAL OFFICER GAIL ALLEN:

Chairperson Boes stated Ms. Allen has always made it easy to understand the financials. Mr. Becerra thanked Ms. Allen for all her years of service.

Commissioner Miller said he appreciates Ms. Allen always being so open with the financials of the Housing Authority. Commissioner Gallaty said she appreciates the time Ms. Allen has taken to answer any of her questions.

ITEM NO. E.4. – CLOSED SESSION: PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: DEVONSHIRE APARTMENTS, 1431/1433/1435 WESCOTT ROAD, COLUSA, CA, AGENCY NEGOTIATOR: GUSTAVO BECERRA, EXECUTIVE DIRECTOR, BECKIE FLORES, PLANNING AND COMMUNITY DEVELOPMENT MANAGER, UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT FOR THE PURCHASE, SALE, EXCHANGE, OR LEASE):

Executive Director Gustavo Becerra stated the Closed Session is not necessary for this meeting.

ITEM NO. F.5. through F.8. - CONSENT CALENDAR:

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

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson John Loudon, Commissioners Ron Sullenger, Randy Fletcher, Manny Cardoza, Suzanne Gallaty, Rick Millhollin, Dan Miller, Toni Benson, Jeramy Chapdelaine, Doug Lofton and Brian Foss

Nays: None

Abstain: None

Absent: Commissioner David Waite

ITEM NO. G. – OLD BUSINESS: NONE

ITEM NO. H.9.- RESOLUTION 19-1616 – RECOGNITION AND APPRECIATION FOR THE DILIGENT SERVICE OF CHIEF FINANCIAL OFFICER GAIL ALLEN:

Commissioner Lofton made a motion to approve Resolution 19-1616 – Recognition and Appreciation for the Diligent Service of Chief Financial Officer Gail Allen. Commissioner Miller made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson John Loudon,
Commissioners Ron Sullenger, Randy Fletcher, Manny
Cardoza, Suzanne Gallaty, Rick Millhollin, Dan Miller, Toni
Benson, Jeramy Chapdelaine, Doug Lofton and Brian Foss
Nays: None
Abstain: None
Absent: Commissioner David Waite

ITEM NO. H.10. – UPDATE FROM DEVONSHIRE APARTMENTS AD HOC COMMITTEE:

Mr. Becerra stated he met with the ad hoc committee, comprised of Commissioners Benson, Miller, Fletcher and Sullenger, to discuss the state of the Devonshire Apartments. He said it was decided to move forward with the tax credit application that was due on July 1, 2019 and if the project is not funding, the property would be put up for sale.

ITEM NO. I.11. – ADMINISTRATIVE UPDATE:

Mr. Becerra said five (5) tax credit applications were submitted in early July 2019. He shared TCAC has published the self-scoring list only. Mr. Becerra mentioned four (4) of the five (5) are in the running. He explained TCAC will be reviewing and the award announcements will be in late September.

ITEM NO. J. HOUSING COMMISSIONERS' COMMENTS:

Commissioner Cardoza mentioned National Night Out will be on August 6, 2019 and he plans on stopping by both Kingwood Commons and Richland Housing. He also shared there will be a ribbon cutting for the bridge project either the end of July or beginning on August. Commissioner Cardoza stated he will be participating in the pie eating contest this weekend at the Peach Festival in Marysville.

ITEM NO. K – NEXT MEETING: August 7, 2019

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:52 PM.



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RESOLUTION 19-1617

RESOLUTION APPROVING THE 2019-2021 FISCAL YEAR OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE REGIONAL HOUSING AUTHORITY CONTRACT 19-OMS-12692

WHEREAS, the California Department of Housing and Community Development has provided a 2-year Operation and Maintenance Contract of \$702,638 (\$351,319 for each fiscal year) for the Yuba City Migrant Center

WHEREAS, the Regional Housing Authority, acting through its desires to approve this Operation and Maintenance Contract for the fiscal years ending 2019-2020 operations of the Yuba City Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Regional Housing Authority hereby approve the Operation and Maintenance Contract 19-OMS-12692 in the amount of \$702,638, with an additional 10% contingency (\$70,264), for a total contract not to exceed \$772,902 and authorizes Executive Director Gustavo Becerra or his designee to execute said contract and any amendments to said contract on behalf of the Regional Housing Authority.

PASSED AND ADOPTED this 21th day of August, 2019, by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

Attest: _____
Kent Boes, Chairperson

(SEAL)

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-OMS-12692	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
Regional Housing Authority

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
09/30/2021

3. The maximum amount of this Agreement is:
\$702,638.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit A1	Legal Description	1
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B-1	1 - Year One Operating Budget	2
Exhibit B-2	2 - Year Two Operating Budget	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	OMS Terms and Conditions	8
Exhibit E	Special Terms and Conditions: Rural Development (RD) Management Agreement	0
Exhibit F	Special Terms and Conditions: Fiscal Year Start Up Request	0
TOTAL NUMBER OF PAGES ATTACHED		19 pages

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resource>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Regional Housing Authority

CONTRACTOR BUSINESS ADDRESS 1455 Butte House Road	CITY Yuba City	STATE CA	ZIP 95993
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PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
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PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE Contracts Manager, Business & Contract Services Branch
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority and Purpose

Pursuant to Chapter 8.5 (commencing with Section 50710) of Part 2, Division 31, of the Health and Safety Code ("Statutes"), the Department of Housing and Community Development ("Department") is responsible for the administration of a program in order to provide housing and housing-related services for migratory workers and their families in California and may contract with housing authorities and other appropriate local, public and private non-profit agencies for the purpose of securing or obtaining such housing and other related services.

In accordance with the Statutes and the Office of Migrant Services (OMS) Program Regulations set forth in California Code of Regulations ("CCR") Title 25, Division 1, Chapter 7, Subchapter 7, commencing with Section 7600 ("Program Regulations"), the Department shall provide housing units and related facilities at the location set forth in Exhibit A-1 of this Agreement ("Housing Center(s)" or "Migrant Center(s)"). These housing units and related facilities shall at all times remain legally severable from the real property on which they are placed, and the title of these units shall be in the name of the Department. Upon termination of this Agreement, the Department shall have the right to remove these housing units and related facilities without reimbursement to the Contractor.

The Contractor agrees to comply with the terms and conditions of this Agreement, and all Exhibits hereto.

2. Scope of Work

- A. The Contractor shall permit occupancy of the Housing Center(s) for migratory workers and their families in accordance with the Program Regulations and provide operations services ("Work") which are further described as all administrative, fiscal and management services; employment of staff; and purchasing, rental or use of supplies and materials as needed to operate, maintain, rehabilitate and protect the Housing Center pursuant to the terms and conditions of this Agreement. The Department reserves the right to review and approve all Work performed by the Contractor in relation to this Agreement. Any proposed revision to the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the Department in writing.
- B. The Work shall generally consist of operations, maintenance and oversight of Department-approved rehabilitation of the Housing Center(s).
- C. The commonly accepted name and street address of the Housing Center(s) is:

EXHIBIT A

Yuba City Migrant Center
479 Bernard Drive
Yuba City, CA 95991

3. Term

All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-1 must be expended by June 30, 2020. All activities set forth in this Agreement and program funds allocated pursuant to Exhibit B-2 must be expended by June 30, 2021. Any costs incurred after June 30, 2021 are not eligible for reimbursement. This agreement expires on September 30, 2021.

4. Department Contract Coordinator

The coordinator of this Agreement for the Department is the Manager of the OMS Program, Division of Financial Assistance, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement must be mailed by first class mail to the Department Coordinator at the following address:

OMS Program Manager
Department of Housing and Community Development
Division of Financial Assistance
Post Office Box 952054
Sacramento, CA 94252-2054

5. Contractor Contract Coordinator

The Contractor's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the contact at the following address:

Regional Housing Authority
Gustavo Becerra
1455 Butte House Rd
Yuba City, CA 95993
g.becerra@RegionalHA.org

EXHIBIT A-1

LEGAL DESCRIPTION

Lot 3 of Subdivision of Briggs Orchard located in the South East corner of the Housing Center containing approximately 6 acres.

The Sutter County Migrant Center is bounded by Miles Avenue East approximately 226 feet more or less, South by Bernard Drive approximately 425 feet, more or less, and West by Samuel Drive approximately 226 feet more or less. The North boundary is that of the Richland Housing Center and is approximately 425 feet more or less.

SAMPLE

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

- A. For the purposes of performing the Work, the Department agrees to provide the amount of \$351,319.00 for fiscal year 2019/20 and \$351,319.00 for fiscal year 2020/21, not to exceed \$702,638.00 (total for *two-years funding pursuant to this biannual contract*). At the sole discretion of the Department, this amount may be adjusted per annum in accordance with the grant allocation provided by the State of California to the Department, which may require an amendment to this Agreement.
- B. Unless amended, the Department is not liable for any costs for the Work in excess of the amount of this Agreement, nor for any unauthorized or ineligible costs.
- C. Funds provided under this Agreement are provided in the form of a grant only for the approved purposes and itemized amounts as stated in Exhibit B-1 Year One Operating Contract Budget and Exhibit B-2 Year Two Operating Contract Budget ("Budgets") attached hereto and incorporated herein.
- D. Upon Year 2 of this Agreement's term, Exhibit B-2 may be modified to adjust line item amounts in accordance with the Contractor's Year 2 allocation, as granted by the State of California to the Department.
- E. Any adjustments to the Year 1 or Year 2 Budget require prior written approval of the Department, and may require written justification from the Contractor and an amendment to this Agreement.

2. Disbursement of Funds

- A. Upon receipt of a certified resolution, determined to be legally sufficient by the Department, and the execution of this Agreement, the Department agrees to disburse to the Contractor funds not to exceed the total amount stated in Paragraph 1.A of this Exhibit.
- B. The Department shall disburse requested funds for Work performed on behalf of or by the Contractor (and actions that are to be performed and documented by the Contractor pursuant to statute, regulation, contract, or schedule) and where accordingly such Work has been documented by the Contractor, or for equivalent services that have been rendered and documented by the Contractor.
- C. The Department further agrees to disburse said funds only for the approved purposes and itemized amounts as described in the Budgets.

D. The Department shall reimburse the Contractor monthly in arrears for the
OMS – Non-Rural Development
2019 – 2021 Operations Agreement
Approved Date: 7/17/2019
Prep. Date: 7/24/2019

EXHIBIT B

Contractor's actual and necessary expenses in accordance with the Budget and upon receipt of a Request for Reimbursement. Requests for Reimbursement may be mailed to the Department or submitted via email to OMSProgram@hcd.ca.gov.

- E. The Contractor shall provide the Department with a monthly Request for Reimbursement no later than fifty (50) days after the end of each reporting month. The Request for Reimbursement must include adequate source documentation evidencing funds were spent consistent with the terms of this Agreement. Adequate source documentation can be a combination of any of the following: signed timesheets, payroll reports, general ledgers that originate outside of the Contractor's sole control (i.e. through an Accounting Branch/Unit), the summary page of utility bills, bank statements, receipts, or any other relevant documentation, as requested by the Department and subject to clarification.
- F. The Department cannot commence processing payment until it has received adequate source documentation, therefore the Department will withhold reimbursement until all required documentation is received and verified. The Department will withhold payment for disputed items, but all non-contested items will be processed for invoicing and repayment to the Contractor.
- G. Upon expiration of this Agreement, funds provided through this Agreement, which are in excess of actual and necessary expenses, may be disbursed and deposited into an OMS reserve account established and funded pursuant to Health and Safety Code Section 50710.1(b). Prior to said approval, the Department must certify that there is no need to address reasonable general maintenance requirements or repairs, rehabilitation, and replacement needs of the requesting Housing Center(s), which affect the immediate health and safety of residents. Pursuant to applicable law, the cumulative balance of the reserve account may not exceed 10 percent of the operating funds annually committed to the Contractor by the Department, unless specifically authorized by the Department. The Department has ultimate discretion as to whether said funds will be disencumbered or preserved within the OMS reserve account.
- H. Funds in the reserve account must be used only for capital improvements such as replacing or repairing structural elements, furniture, fixtures, or equipment of the Housing Center(s), the replacement or repair of which are reasonably required to preserve the Housing Center(s). Withdrawals from the reserve account may only be made upon receipt of written approval from the Department. Withdrawal requests must detail the amount and nature of expenditures and include the most recent bank statement from the reserve account. Withdrawals or expenditures made without prior Department approval are not authorized.
- I. The statutory reserve account referenced above in paragraph 2(G) and 2(H), the general operations account, the CARE account, the account which holds the tenant security deposits, and any other reserve accounts that the contractor may hold with Departmental approval must be maintained separately from one another.

EXHIBIT B

- J. If the Contractor is in violation of any provision of this Agreement, the Department may, at its sole discretion, withhold payment of funds under this Agreement until such violations are corrected.
- K. The expenditure period for FY 2019-2020 ends on June 30, 2020, the expenditure period for FY 2020-2021 ends on June 30, 2021. All Requests for Reimbursement shall be submitted to the Department by August 31, 2021. The Department will not process Requests for Reimbursement submitted to the Department after August 31, 2021.

3. Advances

- A. Upon the effective date of this Agreement, the Contractor may upon written request, obtain an advance of funds in an amount not to exceed twenty percent (20%) of the total Agreement amount, which reflects the annual operating costs of the Housing Center(s). The annual operating costs *does not include the amount of funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget, as stated in paragraph 1. A and 4. A.* To request an advance of funds the Contractor cannot have an outstanding advance balance from the prior contract period, as further specified below.
- B. Advance balances will be deemed outstanding if Contractors have not, within 60 days of the end of the prior fiscal year (July 1st through June 30th) submitted acceptable invoices to cover the advances or deposited remaining funds to the reserves (with Department approval). Failure to submit acceptable invoices or deposit remaining funds to the reserves will result in the return of any remaining funds to the Department.
- C. Advanced funds must be recaptured during the final three months of invoices. If the Contractor has an outstanding advance balance at the end of the fiscal year, the Department is not required to provide an advance in the subsequent fiscal year.

4. Line Item Changes

The Contractor may upon prior written approval by the Department, transfer any approved allocations, or portions thereof, to other cost categories listed in the Budget for that fiscal year. In no event, shall the total amount of this Agreement be exceeded without prior execution of a formal amendment to this Agreement.

5. Special Funding Conditions

- A. Funds allocated for Minor Rehabilitation as specified in line item 304 of the Budget shall be subject to the following provisions:

EXHIBIT B

- 1) Funds may be spent only for the items and activities, in the maximum amounts specified, and according to the priority expressed in Item G of the Budget.
 - 2) Notwithstanding Paragraph 4 of this Exhibit, these funds shall not be subject to transfer to other cost categories.
 - 3) All reimbursements shall be in arrears and shall require submission of invoices and related supporting documentation in a manner directed by the Department.
 - 4) Any funds not expended upon the expiration of this Agreement shall be automatically disencumbered on that date and shall not be available for additional expenditures or reimbursements except as provided in Health and Safety Code Section 50710.1(b) and as further specified in paragraph 2(G)-(H).
- B. Funds allocated in Item B, line 209 "Major Equipment Repair/Maintenance" of the Budget shall be spent only for the items, and in the maximum amounts, specified in Item F of the Budget.
- C. Funds allocated in Item B, line 401 "Administrative Support Services" of the Budget shall be calculated as 10% of the total Budget per year, and shall be spent on administrative costs incurred by the Contractor to administer the OMS program.

6. Availability of Funds

The obligations under this Agreement are hereby made expressly contingent upon the availability of projected rental income and other funds for the purposes of performing the services identified in this Agreement. It is understood that this Agreement may have been written prior to the beginning of the fiscal year in order to expedite contract processing. However, should adequate funds not be appropriated by the Legislature for the current fiscal year or should other funds be reduced as a result of a court order or any other incident deemed legally binding by the Department, the Department may exercise its option to cancel this Agreement. Additionally, the Department, in its sole discretion, may opt to reduce the on-season period, unless the Department and the Contractor either amend this Agreement or mutually agree to budget reductions and a rescission of a portion of the encumbered funds as a means to mitigate the lack of funds.

EXHIBIT B-1
YEAR ONE OPERATING CONTRACT BUDGET
THIS IS NOT AN INVOICE

Contract No. 19-OMS-12692, Yuba City		
Term: July 1, 2019 - June 30, 2020		
	CONTRACTOR FUNDS	STATE FUNDS
A. CENTER PERSONNEL		
101 Permanent Salaries/Wages	\$	\$ 79,950.00
102 Temporary Salaries/Wages		0.00
103 Personnel Benefits		43,766.00
SUBTOTAL	\$ 0.00	\$ 123,716.00
B. OPERATING EXPENSES		
201 Center Office Supplies	\$	\$ 400.00
202 Household Supplies		0.00
203 Communications		2,500.00
204 Travel		500.00
205 Auto Repairs/Maintenance		600.00
206 Gas/Oil		500.00
207 Minor Equipment Repair/Maintenance		0.00
208 Purchases Under \$150		0.00
209 Major Equipment Repair/Maintenance	15,000.00	0.00
211 Equipment Rental		200.00
212 Electricity and Gas		56,100.00
213 Garbage, Trash		11,250.00
214 Sewer, Water		55,000.00
215 Other Costs		12,200.00
217 Property and Liability Insurance		9,187.00
218 Other Insurance		0.00
219 Advertising		336.00
SUBTOTAL	\$ 15,000.00	\$ 148,773.00
C. MAINTENANCE EXPENSES		
301 Electrical/Plumbing/Paint/Solar Supplies	\$	\$ 20,000.00
302 Lumber and Materials		1,000.00
303 Grounds Maintenance		21,789.00
304 Minor Rehabilitation	1,500.00	0.00
SUBTOTAL	\$ 1,500.00	\$ 42,789.00
D. CONTRACTOR ADMINISTRATION		
401 Administrative Support Services	\$	\$ 33,438.00
402 Travel		0.00
403 Audit		2,603.00
SUBTOTAL	\$ 0.00	\$ 36,041.00
E. DEBT SERVICE & REPLACEMENT		
501 Reserves	\$	\$ 0.00
502 Payment		0.00
SUBTOTAL	\$ 0.00	\$ 0.00
TOTAL	\$ 16,500.00	\$ 351,319.00

OMS – Non-Rural Development
2019 – 2021 Operations Agreement
Approval Date: 7/17/2019
Prep. Date: 7/24/2019

EXHIBIT B-2
YEAR TWO OPERATING CONTRACT BUDGET
 THIS IS NOT AN INVOICE

Contract No. 19-OMS-12692, Yuba City		
Term: July 1, 2020 - June 30, 2021		
		CONTRACTOR FUNDS
		STATE FUNDS
A. CENTER PERSONNEL		
101	Permanent Salaries/Wages	\$ 79,950.00
102	Temporary Salaries/Wages	0.00
103	Personnel Benefits	43,766.00
	SUBTOTAL	\$ 123,716.00
B. OPERATING EXPENSES		
201	Center Office Supplies	\$ 400.00
202	Household Supplies	0.00
203	Communications	2,500.00
204	Travel	500.00
205	Auto Repairs/Maintenance	600.00
206	Gas/Oil	500.00
207	Minor Equipment Repair/Maintenance	0.00
208	Purchases Under \$150	0.00
209	Major Equipment Repair/Maintenance	15,000.00
211	Equipment Rental	200.00
212	Electricity and Gas	56,100.00
213	Garbage, Trash	11,250.00
214	Sewer, Water	55,000.00
215	Other Costs	12,200.00
217	Property and Liability Insurance	9,187.00
218	Other Insurance	0.00
219	Advertising	336.00
	SUBTOTAL	\$ 148,773.00
C. MAINTENANCE EXPENSES		
301	Electrical/Plumbing/Paint/Solar Supplies	\$ 20,000.00
302	Lumber and Materials	1,000.00
303	Grounds Maintenance	21,789.00
304	Minor Rehabilitation	1,500.00
	SUBTOTAL	\$ 42,789.00
D. CONTRACTOR ADMINISTRATION		
401	Administrative Support Services	\$ 33,438.00
402	Travel	0.00
403	Audit	2,603.00
	SUBTOTAL	\$ 36,041.00
E. DEBT SERVICE & REPLACEMENT		
501	Reserves	\$ 0.00
502	Payment	0.00
	SUBTOTAL	\$ 0.00
TOTAL		\$ 351,319.00

THIS IS NOT AN INVOICE

OMS – Non-Rural Development
 2019 – 2021 Operations Agreement
 Approval Date: 7/17/2019
 Prep. Date: 7/24/2019

EXHIBIT B-2

Contract No. 19-OMS-12692, Yuba City		
Term: July 1, 2020 - June 30, 2021		
	CONTRACTOR FUNDS	STATE FUNDS
F. APPROVED EQUIPMENT REPAIR AND MAINTENANCE		
	\$	\$
Electrical Work	500.00 CARE	
Matresses and Box Springs	6,050.00 CARE	
Water Heaters	3,000.00 CARE	
Jet Line Service	3,700.00 CARE	
Stoves	1,750.00 CARE	
TOTAL LINE 209	\$ 15,000.00	\$ 0.00
G. APPROVED REHABILITATION ACTIVITIES		
	\$	\$
Playground Bark	1,500.00 CARE	
TOTAL LINE 304	\$ 1,500.00	\$ 0.00

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 Prep. Date: 7/24/2019

EXHIBIT D

OMS TERMS AND CONDITIONS

1. Seasonal Operations

- A. The Department shall designate a period of one hundred eighty (180) days each calendar year, unless otherwise extended or reduced by written agreement between the Department and the Contractor, during which the Migrant Center(s) must be open to migratory agricultural workers and their households for occupancy, which period will be referred to as the "on-season." The remaining period of time during each calendar year will be referred to as the "off-season."
- B. During the on-season:
- 1) All common facilities of the Migrant Center(s) subject to this Agreement, other than the housing units, must be available, as required by the Department, for the purpose of childcare services, health care services, educational programs, and other services approved by the Department and the Contractor for the benefit of resident migratory agricultural workers and their households.
 - 2) With reasonable discretion, residents of the Migrant Center(s), after prior notice to the Contractor, must be permitted to use the common facilities of the Migrant Center(s) at any time such facilities are not required for use of programs scheduled by the Department or the Contractor, such as childcare programs, health programs, or educational programs.
- C. During the off-season, the Migrant Center(s) must be available for such other use and subject to such other conditions as mutually agreed upon in writing by the Department and the Contractor, which must not be inconsistent or incompatible with the purposes of this Agreement.
- D. Migrant Center operations and alternative uses must not overlap, and Migrant Center operations must take precedence.

2. Financial Management

A. Rents and Other Receipts

Pursuant to applicable law, the Contractor shall collect when due, all rents, charges, and other amounts receivable on the Department's account in connection with the management and operation of the Migrant Center(s), in accordance with rates established by the Department. Such receipts collected under this provision must not be used for the operations or maintenance of the Migrant Center(s). Pursuant to Government Code §11259, all revenue must be remitted by the Contractor to the Department via check, along with a copy of the corresponding Monthly Rental Income Report, no later than fifty (50) days after the end of each month, to the following address:

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Prep. Date: 7/24/2019

EXHIBIT D

California Department of Housing and Community Development
Attention: Accounting Branch
2020 W. El Camino Avenue, Suite 300
Sacramento, CA 95833

B. Security Deposits

The Contractor shall collect, deposit, and disburse security deposits, if required, in compliance with any Department regulations or State laws governing tenant security deposits. Security deposits must be deposited into a separate account from the general operating account, reserve account, and CARE account. This account must be regularly maintained by the Contractor.

C. Account Maintenance

The Contractor shall maintain and safeguard all bank accounts associated with the Migrant Center(s) in a way necessary to conduct their operations successfully and from which they may accurately report operational results for review, and otherwise comply with the terms of this agreement. The Contractor shall provide the Department with statements from all bank accounts associated with Migrant Center operations at least once annually at the beginning of each fiscal year, and upon request from the Department. Statements may be sent electronically to OMSProgram@hcd.ca.gov.

D. Accounting System

The Contractor shall develop a systematic method to record the business transactions of the Migrant Center(s) that appropriately reflects the complexity of Migrant Center(s) operations and the Department's requirements to be consistent with Exhibit B, Section 2(E). The Contractor may be required to implement and use bookkeeping and accounting systems acceptable to the Department.

3. Occupancy and Eviction

The Contractor shall terminate occupancy of a housing unit by any individual pursuant to the reasons and procedures pursuant to Program Regulations. Whenever possible, prior to eviction of any person pursuant to Program Regulations, the Contractor shall use its best efforts to correct the problem with the Resident or through the Resident Council. All proceedings with regard to this paragraph must be consistent with the Program Regulations.

EXHIBIT D**4. Maintenance**

The Contractor shall maintain the Migrant Center(s) at all times in a safe and sanitary condition and in accordance with standards prescribed by State law, local ordinances, and the Department through this Agreement.

5. Acquisitions and Property

If property costing less than one hundred fifty dollars (\$150.00) per item is properly acquired with Agreement funds, and is expected at the time of acquisition to be used indefinitely for the purpose for which it was purchased, title to such property must vest with the Contractor at the time of acquisition. If property acquired with Agreement funds has a cost of \$150.00 or more per item or is not expected at the time of acquisition to be used indefinitely for the purpose for which it was acquired, title to such property must vest with the Department. If property purchased under this Agreement is diverted to uses inconsistent with the purposes of this Agreement, the Contractor shall be liable for the replacement value of such property. If property with a unit price of \$5,000 or more is acquired or disposed of, the Contractor shall notify the Department within thirty (30) days of that acquisition or disposal so that the Department may properly account for acquisition or disposal of said property.

6. Termination of Agreement

- A. The Contractor may terminate this Agreement prior to the expiration date of this Agreement without cause, only upon conclusion of the on-season period and thirty (30) days prior written notice to the Department. This Agreement may be terminated by the Department at any time, upon thirty (30) days prior written notice to the Contractor.
- B. In the event that the Contractor terminates this Agreement, the Contractor shall provide the Department or the Department's designee with an option to assume responsibility for the continued operation of the Migrant Center(s), under the same terms and conditions contained in this Agreement, until another mutually agreeable location for the housing units and related facilities can be found and the housing units and related facilities are relocated to that site. The Department shall have one year from the date of exercise of said option to complete this operation and/or relocation.

7. Reporting Requirements

- A. Pursuant to Health and Safety Code Section 50717, the Contractor must provide the Department with a report that contains the data specified below about the agricultural workers that reside at the Migrant Center(s) during the most recently concluded contract period. The purpose of gathering the data is to determine the needs of the residents served at the Housing Center(s) and how to better serve

EXHIBIT D

those needs. *The report shall be in an aggregate and anonymous format without any individual identifiable information.*

The report shall include the following information:

- a. The number of units rented to migratory and non-migratory households;
 - b. Where the migratory agricultural workers are migrating from;
 - c. Household incomes;
 - d. Race or ethnicity of members of each household;
 - e. Genders of members of each household;
 - f. The number of school-aged children, including the number of participants on the Migrant Education Programs and the number of residents enrolled in K-12 programs;
 - g. Information regarding the intended schooling for the children once the migrant center closes;
 - h. Where members of the household reside when not in the migrant center, and whether they own or rent;
 - i. If members of the household are elderly or disabled;
 - j. If the Migrant Center(s) has an approved proposal allowing for an exemption for immediate family members of the agricultural worker to reside within a 50-mile radius of the Migrant Center during the off-season, the number and percentage of units allocated to non-migrant agricultural workers, and the number of children enrolled in the local school district, grades K-12 shall also be provided; and
 - k. Any additional information requested by the Department
- B. The Contractor shall notify the Department and provide a copy of any ordinances or Notices to Comply received from any regulatory body, including utility providers serving the Housing Centers, which will affect the operation of the Housing Centers, within five (5) days of receipt. Failure to provide said ordinances or notices will constitute a breach of this Agreement, and Contractor may be liable for any penalties the Department may receive as a consequence of failure to adequately provide it timely notice.
- C. The Contractor shall provide the Department with an annual financial audit for each fiscal year, due no later than nine (9) months after the end of each fiscal year, in accordance with generally accepted government auditing standards (GAGAS) and the requirements of the federal OMB Circular A-133.

8. Inspections

At all reasonable times during the term of this Agreement, and upon prior notice to the Contractor, representatives of the Department shall have access to the Contractor's premises for the purpose of ensuring compliance with this Agreement.

9. Contractors and Subcontractors

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EXHIBIT D

The Contractor shall not enter into any agreement with any subcontractor, for five thousand dollars (\$5,000.00) or more, without the prior written approval from the Department. Such approval must not be unreasonably withheld by the Department. A subcontractor is not eligible to receive funds if they are not licensed by the appropriate regulatory body, not in good standing with the State of California, or is in any other way determined to be ineligible by the Department at its sole and reasonable discretion. Any agreement between the Contractor and subcontractors shall include all relevant terms and conditions of this Agreement and its attachments. In the event the Contractor purchases materials, services, or subcontracts performance of this Agreement, the Contractor shall adopt the following procedures which must be implemented in a manner consistent with State law:

- A. The Contractor shall invite bids for subcontracts, services and/or materials from as many prospective bidders as practical and receive no fewer than three (3). Any deviations from this process must be pre-approved by OMS prior to entering an agreement with a subcontractor.
- B. The Contractor shall award a rehabilitation (or construction) contract and/or any service or purchase agreement to the lowest responsible bidder or reject all bids; provided, however, that no awards must be made without prior written approval of the State.
- C. The Contractor shall award no subcontract, service contract and/or purchase agreement if the lowest responsible bid exceeds that amount allocated to the corresponding budget item in Exhibit B (unless modified in writing as permitted under this Agreement).
- D. The Contractor shall maintain and make available to the State detailed records and accounts of all subcontracts, purchases of materials and/or services made under the above procedure.

10. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded pursuant to this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time performance by the Contractor of any of the provisions contained herein, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce such provisions.

11. Force Majeure

Neither the Department nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing

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Prep. Date: 7/24/2019

EXHIBIT D

the terms of this Agreement by causes beyond its control, including, without being limited to: acts of God or the public enemy; interference, rulings or decisions by municipal, federal, state, or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, state, federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume operations under this Agreement.

12. Licenses and Permits

The Contractor shall procure or cause to be procured all permits and licenses necessary to accomplish the Work set forth in this Agreement and give all notices necessary and incident to the lawful performance of the Work. The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing federal, state, and local laws, rules and regulations made pursuant to those federal, state, and local laws, which in any way affect the conduct and performance of the Work set forth in this Agreement.

13. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.
- C. The Department, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the Department or its officers or employees for which the Contractor must provide indemnification under this Agreement. To the extent permitted by law, the Department shall authorize the Contractor or its insurer to defend such claims, suits or actions and shall provide it or its insurer, at the Contractor's expense, information and assistance both necessary and available for such defense. The failure of the Department to give such notice, information, authorization or assistance, shall not relieve the Contractor of its indemnification obligations.

14. Disputes

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Prep. Date: 7/24/2019

EXHIBIT D

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement shall be reviewed and decided solely by the Department OMS Program Manager. The Manager's decision shall be provided to the Contractor in writing. The decision of the Program Manager shall be final and conclusive unless within thirty (30) days from the date of receipt of such a copy, the Contractor transmits to the Department a written appeal. Pending the final decision by the Director of the Department or Designee, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the written decision of the Program Manager, which is the subject of the Contractor's appeal.

15. Audit/Retention and Inspection of Records

The Contractor agrees that the Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide the Department or its delegatee with all relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code ("PCC") § 10115, et seq., Government Code ("GC") § 8546.7 and 2 CCR §1896.60 et seq. The Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

The Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

16. Insurance

- A. The Contractor shall carry, maintain, and enforce general liability and property insurance in the amounts not less than \$1,000,000.00 per occurrence. Fire insurance must be in an amount to adequately protect the interests of the contractor and the State of California and its officers and employees. All liability coverage must name the State of California as Additional Insured. All property coverage must name the State of California as Loss Payee with a maximum \$25,000.00 deductible per occurrence. For additional information on the Department's Insurance Guidelines, please refer to our website at http://www.hcd.ca.gov/grants-funding/already-have-funding/docs/Insurance_Guidelines.pdf.
- B. The Contractor shall provide the Department with a current copy of the Certificate of Coverage upon every premium renewal.
- C. The Contractor shall pay premiums out of the General Operating Account and premiums will be treated as an operating expense.

EXHIBIT D

- D. The Contractor shall investigate and furnish the owner with full reports on all accidents, claims, and potential claims for damage relating to the Project. The Contractor will cooperate with the owner's insurers in connection therewith.

17. Prevailing Wage

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, Contractor shall ensure compliance with the requirements of the Labor Code commencing with Section 1720 (which pertains to the payment of prevailing wages and administered by the California Department of Industrial Relations).
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work must be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Contractor and a licensed building contractor, Contractor shall serve as the "awarding body" as that term is defined in the Labor Code. Where Contractor will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." The construction contract and any amendments thereto shall be subject to the prior written approval of the Department. Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.
- C. Notwithstanding any other provisions of this Agreement, after seeking appropriate recourse as set forth in the Section above, any controversial claim arising out of or relating to this Agreement or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et seq., and judgment or award rendered by the arbitration may be entered in any court having jurisdiction thereof.

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: August 21, 2019
To: Board of Commissioners
From: Pattra Runge, Occupancy Manager

SUBJECT: Out of State Travel for Public Housing Eligibility Specialist
RECOMMENDATION: Approval for out of state travel to Portland, OR for Public Housing Eligibility Specialist to attend Public Housing Specialist training
FISCAL IMPACT: Approximately \$3,119.00

Background

The agency recommends Eligibility Specialist, Sofia Mireles attend the Public Housing Specialist training in Portland, OR, December 2, 2019 through December 6, 2019. This training will be covered under the Public Housing program training funds.

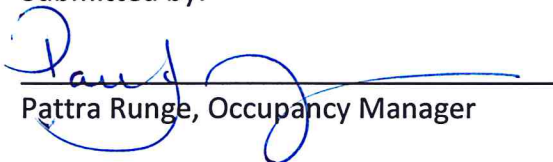
Participants in this training will receive training regarding, but on limited to, eligibility, rent calculation, occupancy, and terminations.

Course Fees	\$1,193.00
Hotel	\$ 953.00
Per Diem	\$ 416.00
Airfare	\$ 400.00 Roundtrip
Mileage	\$ 47.00
Airport Transportation	\$ 50.00
Airport Parking	\$ 60.00
Total estimated cost:	\$3,119.00

Recommendation

It is recommended that the Board of Commissioners of the Regional Housing Authority approve the out of state travel to Portland, OR for the Public Housing Eligibility Specialist to attend the Public Housing Specialist training.

Submitted by:


Pattra Runge, Occupancy Manager

Approved by:


Gustavo Becerra, Executive Director



REGIONAL HOUSING AUTHORITY

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RESOLUTION 19-1618

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Leticia Amaya

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

WHEREAS, Leticia Amaya started in this program on January 1, 2016 and set goals for herself to become independent of government assistance; and happy.

WHEREAS, Leticia Amaya met her goals by July 31, 2019 and received sufficient earned income to generate an escrow account in the amount of \$14,228.03; and

WHEREAS, Leticia Amaya has now “graduated” from the FSS program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority congratulates Leticia Amaya 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 21st day of August 2019.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson Kent Boes



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RESOLUTION 19-1619

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Elisa Valdes Salsedo

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

WHEREAS, Elisa Valdes Salsedo started in this program on January 1, 2016 and set goals for herself to become independent of government assistance; and happy.

WHEREAS, Elisa Valdes Salsedo met her goals by July 11, 2019 and received sufficient earned income to generate an escrow account in the amount of \$8,284.17; and

WHEREAS, Elisa Valdes Salsedo has now “graduated” from the FSS program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority congratulates Elisa Valdes Salsedo 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 21th day of August 2019.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson Kent Boes



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RESOLUTION 19-1620

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Amber Steele

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

WHEREAS, Amber Steele started in this program on November 1, 2014 and set goals for herself to become independent of government assistance; and happy.

WHEREAS, Amber Steele met her goals by July 31, 2019 and received sufficient earned income to generate an escrow account in the amount of \$11,714.63; and

WHEREAS, Amber Steele has now “graduated” from the FSS program;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Regional Housing Authority congratulates Amber Steele 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 21st day of August 2019.

AYES:

NAYS:

ABSTAINED:

ABSENT:

Chairperson Kent Boes



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RESOLUTION NO. 19-1621

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY
AUTHORIZING THE ACCEPTANCE OF HOMELESS EMERGENCY AID PROGRAM FUNDS FROM
THE SUTTER YUBA HOMELESS CONSORTIUM AND THE EXECUTION OF A GRANT AGREEMENT,
ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO
PARTICIPATE IN THE HOMELESS EMERGENCY AID PROGRAM

WHEREAS:

- A. The Sutter Yuba Homeless Consortium (SYCH) has applied for and received funds from the State of California through the Business, Consumer Services and Housing Agency's Homeless Emergency Aid Program (HEAP) which is authorized by Senate Bill (SB) 850, which was signed into law in June 2018; and
- B. SYHC wishes to engage Regional Housing Authority (RHA) to assist SYHC in utilizing such funds to assist people experiencing homelessness in Sutter and Yuba Counties; and
- C. SYHC has allocated six hundred ninety thousand dollars (\$690,000) in HEAP funds to RHA for the development of the New Haven Court Affordable Housing Project that will provide thirty nine (39) units of permanent supportive housing for persons experiencing homelessness.

IT IS NOW THEREFORE RESOLVED THAT:

1. RHA hereby agrees to use the HEAP funds for eligible activities in the manner presented to and approved by SYHC in accordance with the statutes and regulations cited above. RHA may also execute a grant agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the SYHC for participation in the HEAP program (collectively, the required documents).
3. The Board of Commissioners hereby authorizes the Executive Director, or his/her designee(s) to execute, in the name of RHA, the required documents.

PASSED AND ADOPTED THIS 21ST DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Chairperson, Kent Boes

ATTEST: _____
Jennifer Ruiz, Clerk of the Board



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RESOLUTION 19-1622

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$7,370.38

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 August 31, 2019 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$7,370.38.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

Public Housing
Collection Loss Write Off
Period: August 2019

Tenant	Property	Address	Date		Monthly Rent	Rent Owed	Late Fee's	Damages	Solar	Legal Fee's	Total Owed	Payback Agreement
			Move In	Move Out								
T0006983	PH-Rich	388 Alwood Dr, Y.C.	09/24/15	04/18/19	\$ 112.00	\$ 491.95	\$ 50.00	\$ 5,092.50	\$ 209.37	\$ 1,394.87	\$ 7,238.69	No
T0001381	PH-Rich	399 Miles Ave., Y.C.	05/27/05	05/06/19	\$ 998.00	\$ -	\$ -	\$ 131.69	\$ -	\$ -	\$ 131.69	No
					\$ 491.95	\$ 50.00	\$ 5,224.19	\$ 209.37	\$ 1,394.87	\$ 7,370.38	Total Write Off	

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



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RESOLUTION 19-1623

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING RURAL DEVELOPMENT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,753.27

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 August 31, 2019 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 \$1,753.27.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

USDA
Collection Loss Write Off
Period: August 2019

<u>Tenant</u>	<u>Property</u>	<u>Address</u>	<u>Date</u>	<u>Move In</u>	<u>Move Out</u>	<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fees</u>	<u>Damages</u>	<u>Solar</u>	<u>Legal Fees</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
T0018038	RD	420 Miles Ave., #81, Y.C.		12/10/18	05/06/19	\$ 304.00	\$ 376.70	\$ -	\$ 252.90	\$ 132.36	\$ -	\$ 761.96	No
T0008662	BVE	9400 Larkin Rd, #5B, Live Oak		06/09/16	04/09/19	\$ 800.00	\$ 57.00	\$ -	\$ 934.31	\$ -	\$ -	\$ 991.31	No
						\$ 433.70	\$ -	\$ 1,187.21	\$ 132.36	\$ -	\$ 1,753.27		Total Write Off

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

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

1455 Butte House Road • Yuba City, CA 95993

Phone: (530) 671-0220 • Toll Free: (888) 671-0220 • TTY: (866) 735-2929 • Fax: (530) 673-0775

www.RegionalHA.org

RESOLUTION 19-1624

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING KINGWOOD COMMONS APARTMENTS COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$2,697.98

WHEREAS, the Regional Housing Authority operates Kingwood Commons pursuant to Section 8 regulations; and

WHEREAS, operations of Kingwood Commons 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 August 31, 2019 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 \$2,697.98.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST: _____

Kent Boes, Chairperson

(SEAL)

Kingwood Commons
1340 Gray Avenue, Yuba City
Collection Loss Write Off
Period: August 2019

<u>Tenant</u>	<u>Apartment</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Solar</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
		<u>Move In</u>	<u>Move Out</u>								
T0010491	59	02/02/18	03/25/19	\$ 1,300.00	\$ 650.00	\$ 50.00	\$ 1,948.42	\$ 49.56	-	\$ 2,697.98	No
					\$ 650.00	\$ 50.00	\$ 1,948.42	\$ 49.56	-	\$ 2,697.98	Total Write Off

Deceased *

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.

Exhibit A



REGIONAL HOUSING AUTHORITY

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RESOLUTION 19-1625

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING PERCY AVENUE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,483.25

WHEREAS, the Regional Housing Authority operates affordable housing projects such as Percy Avenue; and

WHEREAS, operations affordable 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 August 31, 2019 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 \$1,483.25.

This Resolution is to take effect immediately

This Resolution is presented at the Special Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

**Percy - Yuba City
Collection Loss Write Off
Period: August 2019**

<u>Tenant</u>	<u>Address</u>	<u>Date</u>		<u>Monthly Rent</u>	<u>Rent Owed</u>	<u>Late Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>
		<u>Move In</u>	<u>Move Out</u>								
T0001614	430 Percy Ave, #2	11/30/01	04/16/19	\$ 741.00	\$ -	\$ -	\$ 1,483.25	\$ -	\$ -	\$ 1,483.25	No
				\$ -	\$ -	\$ -	\$ 1,483.25	\$ -	\$ -	\$ 1,483.25	
										\$ 1,483.25	Total Write Off

Tenants listed with Payback Agreements 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

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

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RESOLUTION 19-1626

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 \$933.76

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 August 31, 2019 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 \$933.76.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

HCV Fraud Recovery
Collection Loss Write Off
Period: August 2019

Tenant	HAP Fraud Recovery Amount Owed	Late Fee's	NSF Fee's	Legal Fee's	Total Owed	Payback Agreement
* T0001820	\$ 933.76	\$ -	\$ -	\$ -	\$ 933.76	Yes
	\$ 933.76	\$ -	\$ -	\$ -	\$ 933.76	
					\$ 933.76	Total Write-Off

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

* Deceased

Exhibit A

OP
13 AUG 19



REGIONAL HOUSING AUTHORITY

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www.RegionalHA.org

RESOLUTION 19-1627

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY AUTHORIZING PERCY AVENUE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$259.00

WHEREAS, the Regional Housing Authority operates affordable housing projects in conjunction with the Yuba-Sutter Mental Health; and

WHEREAS, operations affordable 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 August 31, 2019 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 \$259.00.

This Resolution is to take effect immediately

This Resolution is presented at the Special Meeting of the Board of Commissioners, passed and adopted this 21st day of August 2019 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Kent Boes, Chairperson

(SEAL)

Teesdale - Yuba City
Collection Loss Write Off
Period: August 2019

Name	Address	Date		Monthly Rent	Rent Owed	Late Fee's	Damages	Utilities	Legal Fee's	Total Owed	Payback Agreement
		Move In	Move Out								
T0014946	517 Teesdale, #A	08/01/18	03/28/19	\$ 465.00	\$ 79.00	\$ -	\$ 180.00	\$ -	\$ -	\$ 259.00	No <i>PK</i>
				\$ 79.00	\$ -	\$ 180.00	\$ -	\$ -	\$ -	\$ 259.00	Total Write Off

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.

REGIONAL HOUSING AUTHORITY

STAFF REPORT

Date: August 21, 2019
To: Board of Commissioners
From: Pattra Runge, Occupancy Manager

SUBJECT: Quarterly Occupancy (Q1-2019) report for quarter ending June 30, 2019

RECOMMENDATION: Update Only

FISCAL IMPACT: Budget based allocations per funding sources

Housing and Urban Development (HUD) Funded Programs:

Program	Units Available	April	May	June
Public Housing (Yuba City, Live Oak)	171	168	167	170

United States Department of Agriculture (USDA)/Rural Development:

Development	Units Available	April	May	June
USDA/Farm Labor (Yuba City)	188	174	175	180
Centennial Arms (Live Oak)	21	21	21	21
Butte View (Live Oak)	31	30	31	31

Office of Migrant (OMS) Services

Development	Units Available	April	May	June
Migrant Center (Yuba City)	75	0	75	75

RHA Owned and/or Managed Affordable Housing Properties:

Development	Units Available	April	May	June
Kingwood Commons (Yuba City)	63	62	63	63
Devonshire (Colusa)	29	29	29	29
Percy Avenue (Yuba City)	8	7	8	8
Homes2Families (Yuba City)	12	12	12	12
MH-Teesdale-SRO's (Yuba City)	6	5	5	6
Neighborhood Stabilization Program -1 (Yuba City, Live Oak)	9	9	9	9

Neighborhood Stabilization Program-3 (Yuba City)	12	12	12	12
Regional Housing Authority Trailer (Yuba City)	1	0	0	1
Trailer Park (Yuba City)	8	8	8	8

Sutter Community Affordable Housing

Development	Units Available	April	May	June
Town Center (Yuba City)	27	27	27	27
Yolo-Heiken (Yuba City)	5	4	5	5
Maple Park I (Live Oak)	55	53	53	53
Kristen Court (Live Oak)	55	55	54	54

Commercial Space

Development	Units	April	May	June
Miles Market (Yuba City)	1	1	1	1
YCUSD-Bernard (Yuba City)	1	1	1	1
Ampla Health Clinic (Yuba City)	1	1	1	1

Building Better Partnerships Inc.

Development	Units Available	April	May	June
MH-814 F-SRO's (Marysville)	10	9	8	9
Maple Park II (Live Oak)	34	33	32	33

Comments:

At this time the following property waitlists are open: USDA Rural Development – Richland, Centennial Arms, Butte View Estates, Devonshire Apartments, Town Center Senior Manor, and Richland Housing (Public Housing) all bedroom sizes.

Four units at Richland Public Housing are offline for rehabilitation work which will occur on a rotation basis over the next couple of months.

Richland Housing Community, Kingwood Commons and Senior Village Date Street hosted another successful National Night Out event on August 6, 2019. Thank you to all who attended and participated in making this event successful.

Prepared by: 
Pattra Runge/Occupancy Manager

Submitted by: 
Gustavo Becerra/Executive Director

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: August 21, 2019
To: Board of Commissioners
From: Beckie Flores, Planning & Community Development Manager

SUBJECT: Planning & Community Development (PCD) Department Update
RECOMMENDATION: None.
FISCAL IMPACT: Not applicable.

Departmental Updates:

Housing Rehabilitation Program – The PCD Department is currently administering owner-occupied housing rehabilitation programs for the following jurisdictions: City of Colusa, City of Yuba City, City of Williams, Sutter County, City of Live Oak and City of Marysville. The following is a summary of housing rehabilitation projects approved since May 15th:

<u>Jurisdiction</u>	<u># Projects Approved</u>
Yuba City	1
Butte County	3

First Time Homebuyer – The PCD Department is currently administering first time homebuyer programs for the following jurisdictions: City of Yuba City, City of Williams and City of Colusa. There were no new first time homebuyer projects approved since May 15th.

Richland Rural Development (Yuba City) – The new playground is completed and open. The community garden is also complete and will be available for resident use next spring. Parking lot paving has all been completed except the seal coating which will be finished in September. CNW construction has agreed to a change order to paint 420 Miles Avenue and 380 McKeenan. These buildings were the first ones completed as a part of the Richland Rural Development project and it has been over 10 years since last being painted.

Migrant Farmworker Center Balconies, Siding, Stairs and Concrete Repairs (Yuba City) – The landings and painting have been completed. Belz Construction will be back on site in October to install new evaporative coolers on all units.

Migrant Farmworker Center Electrical Repairs (Yuba City) – This project is also complete and for the first time in several years the Migrant Center has had no electrical issues this summer.

Garden Highway Duplexes (Yuba City) – The last two duplexes along Garden Highway are currently under renovation with completion expected in September/October. The improvements include new dual glazed windows, remodeled kitchens, central heat and air conditioning along with interior and exterior painting. Three of the duplexes have already been completed.

Kingwood Commons Roofing and Cabling (Yuba City) – With the help of the City of Yuba City's Community Development Block Grant funds, we will be going out to bid for the last building to be re-roofed later this month with bids being opened in September. Along with the roofing, the contractor is installing a permanent satellite television mount for each unit and installing cable in the attic. This eliminates the need for cable to be strung all over the exterior of the buildings. With the completion of this building Kingwood Commons should be watertight for many years to come.

New Haven Court Permanent Supportive Housing (Yuba City) – Staff is working with co-development partner Pacific West Communities (PWC) to develop a 40-unit permanent supportive housing project that will provide housing for homeless and mentally disabled persons. PWC submitted another 9% tax credit application on July 1st and staff was able to secure additional funds for the project from the Sutter Yuba Homeless Consortium, County of Sutter and City of Yuba City. The tax credit application is currently under review, final awards will be announced on September 25th.

Kristen Court Phase II (Live Oak) – Our co-development partner, Pacific West Communities, has secured 4% tax credits for the Kristen Court II project that will consist of 24 units of affordable family housing. All other funding sources are in place, anticipated close on the construction financing is late August, 2019. Site work has already started and the project is estimated to be complete by July, 2020.

Truckee Artist Lofts (Truckee) – Truckee Artist Lofts is a mixed-income, mixed-use development that will provide 76 apartments as well as commercial retail space. The Housing Authority has committed 19 project-based Housing Choice Vouchers to the development. Our co-development partner, CFY Development (CFY) applied for 9% tax credits in March and the project was finally able to secure an award. Construction is set to begin in September/October with final completion in 2021.

Lone Oak Senior Housing (Penn Valley) – Staff is working with co-development partner Pacific West Communities (PWC) to develop 31 units of senior housing in Penn Valley, CA. The Housing Authority has committed 30 project-based vouchers to the development. PWC submitted another 9% tax credit application on July 1st and staff was able to secure additional funds for the project from the County of Nevada. The tax credit application is currently under review, final awards will be announced on September 25th.

Devonshire Apartments (Colusa) – Staff is working with co-development partner Real Estate Development Services (REDS) to conduct an acquisition/rehabilitation project for the Devonshire Apartments which the Housing Authority currently owns. The 30-unit apartment complex is in need of further capital improvements and the partnership with REDS could potentially bring much needed revenue to cover the cost of these improvements. REDS submitted a 9% tax credit application on July 1st and staff was able to secure additional HOME funds for the project from the City of Colusa. The tax credit application is currently under review, final awards will be announced on September 25th.

Brunswick Commons Permanent Supportive Housing (Grass Valley) – The Brunswick Commons Permanent Supportive Housing project is a collaborative effort involving Foothill House of Hospitality (Hospitality House), Nevada County, RHA and Pacific West Communities (PWC). This 41-unit permanent supportive housing project for homeless and mentally disabled persons is a new construction project located on Old Tunnel Road in Grass Valley. “Competitive” No Place Like Home funds have been awarded to the project and RHA has committed 40 project-based vouchers to the development. A 9% tax credit application was also submitted on July 1st. The tax credit application is currently under review, final awards will be announced on September 25th.

Courtyards at Penn Valley (Penn Valley) – Alliance Property Group (APG) was successful in its efforts to preserve the affordability status of the Courtyards at Penn Valley (Nevada County), a 42-unit multifamily apartment complex located in Penn Valley, CA. APG’s 4% tax credit application was awarded in June and closing of construction financing occurred in July. Renovation work has already started and is expected to wrap up in December, 2019. The Housing Authority has committed 15 project-based vouchers to the development.

Cedar Lane Affordable Housing (Linda) – Staff is working with co-development partner Pacific West Communities (PWC) and the County of Yuba to develop affordable housing on a site located on Cedar Lane in Linda, CA. Staff has worked out a development agreement with Yuba County and the Housing Authority will look to commit project-based Housing Choice Vouchers to the development. The developer is currently researching potential funding sources for the project.

Prepared by:



Beckie Flores
Planning & Community Development Manager

Submitted by:


Gustavo Becerra
Executive Director

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

58

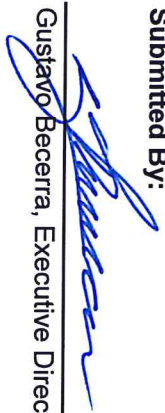
DATE: August 21, 2019
 TO: Board of Commissioners
 FROM: Tom Goodwin, Operations Manager

SUBJECT: Maintenance and Operations Update

- Total work orders for April, May, June, 2019 were 1639, break down as follows:
- Total number of work orders by projects:

Priority & Category	bve	ca	date	devons	h2f	joann	kc	kris-rha	lc-35	mh	mp	nsp	other	oms	percy	rd	rich	tc	tp	tr-185	RHAT	vo	yolo	TOTAL
Emergency	3	7	20	2	4	9	20	0	0	3	7	5	0	0	1	61	40	5	0	0	0	0	0	187
Make Ready's	1	0	1	0	0	0	5	0	0	5	2	0	0	0	1	6	8	1	0	0	0	0	2	32
Routine	42	56	154	138	20	63	141	0	26	37	89	23	2	17	6	204	342	41	1	0	3	0	15	1420
Scheduled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Property	46	63	175	140	24	72	166	0	26	45	98	28	2	17	8	271	390	47	1	0	3	0	17	1639
Pending	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Completed	46	63	175	140	24	72	166	0	26	45	98	28	2	17	8	271	390	47	1	0	3	0	17	0
Pest	10	4	4	2	1	3	19	0	6	9	0	1	0	1	2	20	40	5	0	0	1	0	4	132
Cancelled	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0
HQS	0	30	23	15	0	1	27	0	0	0	0	0	0	0	0	47	64	1	0	0	0	0	0	208

Prepared By: 
 Tom Goodwin, Operations Manager

Submitted By: 
 Gustavo Becerra, Executive Director

**REGIONAL HOUSING AUTHORITY
STAFF REPORT**

Date: August 21, 2019
To: Board of Commissioners
From: Marco Cruz – Chief Financial Officer
Subject: Financial Review
Project Net Income April 1, 2019, through June 30, 2019
Reserve Account Balances Through July 31, 2019

Only our Cost Centers and Kingwood Commons had negative Net Income through June (PCD negative Net Income will be made up through City and County billings for second quarter). Also, the Housing Authority requested and was awarded \$200,828 in Housing Choice Voucher Set Aside Funds, which may only be used for further voucher lease-up/utilization.

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

- *Housing Assistance Payments (RNP)* -- >99% proration
\$167,961 net income -- deposited into mandated reserve account to be used to offset future shortfalls.
- *Administration Fee (UNP)* – Proration 80% (January-August)
\$55,615 income -- deposited into mandated reserve account to be used to offset future shortfalls.
Occupancy Staff have met their lease-up goal of >97% voucher utilization.

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

\$270,125 combined net income – deposited into mandated reserve account to be used to offset future shortfalls. Current Operating Subsidy proration rate is 94.74%.

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

\$229,133 combined net income (includes \$69,386 deposited into mandated reserve accounts).

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

\$11,393 combined net income -- deposited into a mandated reserve account.

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

\$12,669 combined net income -- deposited into mandated reserve accounts

TRIO (3 units) -- **\$967 net income**

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

\$1,626 combined net income (\$210 Heather Glenn + \$1,416 Teesdale) deposited into reserve accounts.

Unrestricted Properties (including restricted Devonshire) -- **<\$163,906> unrestricted/restricted (Devonshire) combined 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/Vehicle Costs/Developer Fees) -- **<\$16,715> net income**
- **Devonshire** (30 restricted units - restricted) -- **\$9,324 net income.**

- **Kingwood Commons** (64 units) -- <\$143,394> net income. Includes \$181,000 of additional expenses for three new roofs. These were funded by unrestricted reserves and \$25,000 in City of Yuba City CDBG funds.
- **Kristen Court** -- \$0 net income
- **LC-35** (Miles Market, School, Solar Farm) – \$949 net income
- **Miscellaneous Programs** – Development, Solar Farm 2 & 3, Maple Park reimbursable costs and BBP filing fees – \$19,070 net income
- **Percy Avenue** (8 units) -- \$8,317 net income
- **Planning/Community Development** (First-Time Home Buyer, Owner Occupied Rehab, RHA Development/Maintenance) -- <\$51,922> net income – negative income to be recuperated with future billings to Cities and Counties.
- **Stony Creek** -- \$0 net income
- **Sutter County In Lieu Of** -- \$0 net income
- **Trailer Park** (8 units) – \$7,274 net income
- **Trailer - RHA** (1 unit) -- \$3,191 net income

RESERVE ACCOUNTS:

All mandated reserve accounts are fully funded and restricted to the individual programs. The attached balances are through July 31, 2019. Accounts are considered restricted unless otherwise identified.

CALENDAR OF EVENTS:

FYE 2019 audited REAC submission (no later than December 31)	September 2019
FYE 2021 agency budget process begins (presented to Board January 2020)	September 1, 2019
Migrant Center closes (no later than).....	November 30, 2019
Fiscal year ends	March 31, 2020
Migrant Center opens	May 1, 2020
Onsite annual financial audit	May 13-17, 2020
FYE 2019 unaudited REAC submission (no later than May 31)	May 31, 2020

Prepared by:

Submitted by:



 Marco Cruz, Chief Financial Officer



 Gustavo Becerra, Executive Director

NET INCOME
FYE 2020

Project	Budget			Actual			Variance (Budget vs Actual)		
	Income	Expenses	Net Income	Income	Expense	Net Income	Income	Expense	Net Income
Housing Choice Voucher									
Housing Assistance Payments (HAP's)									
Administrative Fee	\$281,502	N/A	\$19,081	\$2,664,932	\$2,496,970	\$167,962	\$6,821	N/A	\$36,534
Total	\$281,502	\$262,421	\$19,081	\$2,953,254	\$2,729,678	\$223,577	\$6,821	-\$29,713	\$36,534
Public Housing									
Date Street	\$84,758	\$83,966	\$792	\$152,799	\$78,339	\$74,460	\$68,041	-\$5,627	\$73,668
Joann Way	\$36,286	\$35,889	\$397	\$124,795	\$55,272	\$69,523	\$88,510	\$19,383	\$69,126
Richland Housing	\$264,527	\$252,982	\$11,545	\$507,214	\$381,072	\$126,142	\$242,687	\$128,090	\$114,597
Total	\$385,570	\$372,836	\$12,734	\$784,809	\$514,683	\$270,126	\$399,238	\$141,846	\$257,392
USDA									
Centennial Arms	\$57,666	\$57,526	\$140	\$58,634	\$49,343	\$9,290	\$968	-\$8,183	\$9,151
Butterview Estates	\$76,514	\$76,339	\$175	\$77,017	\$80,366	-\$3,349	\$503	\$4,027	-\$3,524
Richland Housing	\$572,222	\$572,141	\$81	\$605,093	\$381,902	\$223,192	\$32,872	-\$190,239	\$223,111
Total	\$706,402	\$706,006	\$395	\$740,744	\$511,611	\$229,133	\$34,342	-\$194,395	\$228,738
Homes 2 Families									
N/A				\$35,181	\$23,788	\$11,393			
Neighborhood Stabilization Program									
N/A				\$56,027	\$43,358	\$12,669			
TRIO									
N/A				\$7,236	\$6,269	\$967			
Mental Health Services Act									
Heather Glenn	\$12,662	\$12,650	\$12	\$10,127	\$9,917	\$210	-\$2,535	-\$2,733	\$198
Teesdale	\$8,006	\$7,938	\$67	\$8,380	\$6,964	\$1,416	\$374	-\$974	\$1,349
Total	\$20,667	\$20,588	\$79	\$18,507	\$16,881	\$1,626	-\$2,161	-\$3,707	\$1,547
Unrestricted Properties									
Cost Centers									
N/A				\$65,612	\$82,327	-\$16,715			
Devonshire	\$63,427	\$66,601.95	-\$3,175	\$70,725	\$61,401	\$9,324	\$7,298	-\$5,201	\$12,499
Kingwood Commons	\$134,314	\$132,242.70	\$2,072	\$175,419	\$318,814	-\$143,394	\$41,105	\$186,571	-\$145,466
Kristen Court				\$0	\$0	\$0			
LC-35	\$58,060	\$28,232.43	\$29,827	\$58,917	\$57,969	\$949	\$858	\$29,736	-\$28,878
Miscellaneous (Development, Solar..)				\$48,326	\$29,256	\$19,070			
Percy Avenue	\$14,042	\$13,091.37	\$950	\$19,517	\$11,200	\$8,317	\$5,476	-\$1,891	\$7,367
Planning & Community Development	\$84,329	\$82,079	\$2,250	\$3,538	\$55,460	-\$51,922	-\$80,791	-\$26,619	-\$54,172
Stony Creek				\$0	\$0	\$0			
Sutter County In Lieu Of				\$0	\$0	\$0			
Trailer Park	\$12,945	\$11,107.56	\$1,837	\$12,940	\$5,666	\$7,274	-\$5	-\$5,441	\$5,436
Trailer (Housing Authority)	\$2,226	\$2,062.89	\$164	\$3,900	\$709	\$3,191	\$1,674	-\$1,354	\$3,027
Total	\$369,343	\$335,418	\$33,925	\$458,895	\$622,802	-\$163,907	-\$24,386	\$175,801	-\$200,187
Total	\$1,763,484	\$1,697,270	\$66,214	\$4,956,208	\$4,469,070	\$585,882	\$413,855	\$89,832	\$324,023

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Restricted Accounts

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Account	Origination	Uses	Approval	Balance
<i>Checking Accounts</i>				
Checking Central Office (6035)	Program Income	Daily Operations/Payroll	Internal	199,143.06
Checking Sweep (8277)	Program Income	Daily Operations/Payroll	Internal	0.00
Total Cash Accounts				199,143.06
<i>Federal Programs</i>				
HUD - Housing Choice Voucher				
Checking HCV (6084)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	209,616.94
Reserve RNP HCV (2758)	Monthly Subsidy	Housing Assistance Payments (HAP's)	Internal	76,382.16
Reserve UNA HCV (2454)	Monthly Subsidy	Admin Costs/HAP's	Internal	452,416.50
				738,415.60
HUD - Family Self Sufficiency				
Reserve FSS Escrow HCV (7896)	HAP's	Escrow Account	Payout to Participant	199,928.24
Reserve FSS Escrow PH (5595)	HAP's	Escrow Account	Payout to Participant	2,158.73
				202,086.97
HUD - Public Housing (CFP)				
Reserve General PH (3854)	Annual Capital Fund Grant	Capital Improvements	Internal	823,668.47
				823,668.47
USDA				
Grant Rehab RD 2 (2090)	Federal Rehab Grant - Existing Units	Capital Improvements	USDA	871,050.50
Supervised CA (8621)	Program Income - \$1,657 per month	Capital Improvements	USDA	91,339.02
Supervised BVE (0469)	Program Income - \$1,447 per month	Capital Improvements	USDA	80,554.10
Supervised BVE (Chase)	Program Income - \$800 per month	Capital Improvements	USDA	58,776.52
Supervised RD (6072)	Program Income - \$19,225 per month	Capital Improvements	USDA	1,453,381.55
				2,555,101.69
Total Federal Programs				4,319,272.73

Account	Origination	Uses	Approval	Balance
Mental Health Services				
Reserve Operating HG (2387)	Escrow	Capital Improvements	Internal	2,633.51
Reserve Replacement HG (2399)	Program Net Income	Capital Improvements	Internal	8,478.55
Reserve General Teesdale (7409)	Program Net Income	Capital Improvements	Internal	23,541.49
				34,653.55
Migrant Services				
Reserve Care OMS (3094)	PGE Discount	Capital Improvements	OMS	80,029.82
Reserve General OMS (3112)	Prior Unspent Budget	Capital Improvements	OMS	12,803.64
				92,833.46
Neighborhood Stabilization Program 1				
Reserve Operating NSP-1 (8669)	Program Net Income	Capital Improvements	City of Yuba City	84,137.37
Reserve Replacement NSP-1 (8657)	Program Income - \$1,288 per month	Capital Improvements	City of Yuba City	89,372.14
				173,509.51
Neighborhood Stabilization Program 3				
Reserve Operating NSP-3 (2107)	Program Net Income	Capital Improvements	City of Yuba City	2,740.01
Reserve Replacement NSP-3 (2119)	Program Income - \$3,370 per month	Capital Improvements	City of Yuba City	138,749.01
				141,489.02
Total State Programs				
				442,485.54
Local Programs				
City of Yuba City - Homes2Families				
Reserve Operating H2F (6697)	Program Net Income	Capital Improvements	City of Yuba City	258,626.39
Reserve Replacement H2F (6430)	Program Income - \$1,500 per month	Capital Improvements	City of Yuba City	196,301.21
				454,927.60
Total Restricted Programs				
	Usage mandated by funding source			5,415,828.93

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Account	Origination	Uses	Approval	Balance
Security Deposit Accounts (Restricted)				
Security Deposits BVE (0147)	Tenant Income	Payout to Tenant	Internal	8,734.47
Security Deposits CA (8608)	Tenant Income	Payout to Tenant	11087.39	12,696.18
Security Deposits Devonshire (4281)	Tenant Income	Payout to Tenant	Internal	11,299.75
Security Deposits H2F (8937)	Tenant Income	Payout to Tenant	Internal	6,301.75
Security Deposits HG (4931)	Tenant Income	Payout to Tenant	Internal	2,500.44
Security Deposits KC (6443)	Tenant Income	Payout to Tenant	Internal	22,273.74
Security Deposits NSP-1 (8645)	Tenant Income	Payout to Tenant	Internal	4,756.15
Security Deposits NSP-3 (1814)	Tenant Income	Payout to Tenant	Internal	5,750.99
Security Deposits OMS (5601)	Tenant Income	Payout to Tenant	Internal	9,625.08
Security Deposits Percy (9073)	Tenant Income	Payout to Tenant	Internal	2,893.20
Security Deposits PH (9085)	Tenant Income	Payout to Tenant	Internal	46,394.56
Security Deposits RD (6030)	Tenant Income	Payout to Tenant	Internal	20,378.24
Security Deposits Teesdale (9303)	Tenant Income	Payout to Tenant	Internal	1,354.63
Total Security Deposits				154,959.18

Miscellaneous Accounts (Unrestricted)				
Checking PH (6047)	Pass-through	Minimum Balance	Internal	102.44
Checking USDA (6011)	Pass-through	Minimum Balance	Internal	101.80
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-35 (1796)	Program Income	Minimum Balance	Internal	119.68
Reserve General LC-35 (1802)	Program Income	Minimum Balance	Internal	100.00
Reserve General LC-35 (4955)	Program Income	Minimum Balance	Internal	100.04
Reserve General LC-35 (8165)	Program Income	Minimum Balance	Internal	100.14
Reserve General LC-35 (8949)	Program Income	Capital Improvements	Internal	1,884.51
Reserve General PCD (8633)	Program Income	Ongoing Agency Projects	Internal	151,799.46
Reserve General Percy (4943)	Program Income	Capital Improvements	Internal	99.98
Reserve General RHAT (4505)	Program Income	In Lieu Off	Internal	2,544.13
Reserve General SCILFF (9133)	Program Income	Inverter Replacement (2023)	Internal	18,445.38
Reserve Solar Farm (4918)	Program Income	PEPRA/OPEB	Internal	562.44
Reserve Solar Farm (RVCB)	Program Income	Inverter Replacement (2023)	Internal	47,087.02
Reserve Unfunded Liabilities LC-35 (6375)	Program Income	PEPRA/OPEB	Internal	5,100.00
Total Unrestricted Accounts				228,347.27