



Regional Housing Authority of Sutter and Nevada Counties

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June 29, 2016

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

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

**NOTICE OF REGULAR MEETING
July 6, 2016**

You are hereby notified that the Commissioners of the Regional Housing Authority of Sutter and Nevada Counties are called to meet in Regular Session at **12:15 PM on Wednesday, July 6, 2016 at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.**

Jennifer Ruiz
for Gustavo Becerra
Executive Director

s: No07062016



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



AGENDA
REGULAR MEETING
OF THE BOARD OF COMMISSIONERS OF
REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991
July 6, 2016, 12:15 PM

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda.
- D. AWARDS AND PRESENTATIONS:
 - 1. Trio lease-to-Own Program, Patrick Howard
 - 2. MEET THE STAFF:
 - A. Tianna Lizama, Occupancy Department
 - B. Sofia Mireles, Occupancy Department
- E. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion, unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
 - 3. Approval of Minutes – June 1, 2016 pg. 1
 - 4. Approval of Minutes – June 15, 2016 pg. 5
- F. OLD BUSINESS: Discussion/Possible Action: NONE
- G. NEW BUSINESS: Discussion/Possible Action:
 - 5. Strategic Plan Update pg. 8
 - 6. Approval of Rent Increase for Percy Avenue and Kingwood Commons pg. 20

7. Resolution 16-1450, Authorizing the Borrowing of Funds for the Purpose of Financing the Acquisition of Single-Family Housing Properties Intended for Lease in Conjunction with the TRIO Financing Program pg. 22
8. Approval of Amended and Restated Joint Exercise of Powers Agreement pg. 26
9. Resolution 16-1451 – OMS pg. 34
10. Resolution 16-1452, Public Housing Collection Loss Write-Off pg. 35
11. Resolution 16-1453, Housing Choice Voucher Fraud Recovery Collection Loss Write-Off pg. 37
12. Resolution 16-1454, Rural Development Collection Loss Write-Off pg. 39
13. Resolution 16-1455, Devonshire Apartments Collection Loss Write-Off pg. 41
14. Resolution 16-1456, Percy Avenue Collection Loss Write-Off pg. 43
15. Approval of Lease Agreement for Use of the Soccer Field pg. 45

H. ADMINISTRATIVE REPORT:

16. Administrative Update

I. HOUSING COMMISSIONERS' COMMENTS:

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

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

K. NEXT MEETING:

L. ADJOURNMENT

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
Minutes
Regular Board Meeting
June 1, 2016

ITEM NO. A - CALL TO ORDER:

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

ITEM NO. A - ROLL CALL:

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

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Suzanne Gallaty led the Pledge of Allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1. – FAMILY SELF-SUFFICIENCY GRADUATE TYSHA GUZMAN:

Family Self-Sufficiency Coordinator Josie Martinez introduced Tysha Guzman. She stated Ms. Guzman enrolled in the program in March 2012 and graduate May 2016. Ms. Guzman was previously on cash aid and now has a full-time job and opened her own business. Ms. Guzman received an escrow check in the amount of \$9,144.54.

Ms. Guzman explained her business is geared towards janitorial services. She wanted to thank the Housing Authority for giving her the opportunity to open her business and support her family. She is currently working with a local bank to purchase a home.

ITEM NO. D.2.A. - MEET THE STAFF, A. ALISHA PARKER:

Occupancy Manager Pattra Runge introduced Alisha Parker. Ms. Parker has been with the agency for almost one year. She started as an Eligibility Specialist and was recently promoted to Occupancy Manager supervising the Housing Choice Voucher program.

ITEM NO. D.2.B. - MEET THE STAFF, A. JOSEFINA MARTINEZ:

Mrs. Runge introduced Josefina Martinez. Ms. Martinez has been with the agency since 2011. She is the Family Self-Sufficiency Coordinator and is doing an amazing job with the program. Mrs. Martinez has done an excellent job in getting more participants enrolled in the program

and more graduates.

ITEM NO. E. - CONSENT CALENDAR:

Commissioner Gallaty made a motion to approve the Consent Calendar as submitted. Commissioner Uribe made the second. All were in favor by voice vote. Commissioners Hodges and Miller abstained from the vote.

ITEM NO. F.4. – UPDATE ON APPROVAL OF AMENDMENT TO ADD YUBA COUNTY:

Legal Counsel Duane Oliveira stated there was no update.

ITEM NO. G.5. – ADVISE ON VOTE FOR CONTINUANCE OF LIVE OAK CEMETARY ASSESSMENT DISTRICT:

Interim Executive Director Gustavo Becerra explained the properties located in the City of Live Oak are currently under a 20 year assessment for the cemetery district , which is about to expire. He stated the agency received a notice and ballot for each property to vote on either approving or disapproving the continuance of the assessment for another 20 years at the same dollar amount. He shared the assessment would have a fiscal impact of \$1,905.12 each year for all properties. Mr. Becerra explained the Housing Authority has been paying these assessments so there will be no change to the budget.

Commissioner Epp asked what benefit this assessment has to the Housing Authority. Mr. Becerra stated it does not have any benefit to the Housing Authority, just a benefit to the residents residing in Live Oak.

Commissioner Miller said it was more of a community benefit. Commissioner Uribe said as a resident and property owner in Live Oak, he is paying this same assessment so why wouldn't the other property owners pay into the assessment. Commissioner Epp stated he believes the plot is guaranteed to the property owner, not the resident.

Commissioner Hodges stated she believes if you are a resident, you are able to get a plot in the cemetery.

Mr. Becerra shared there are other assessments for property the Housing Authority owns such as fire, lighting and flood protection assessments, just to name a few.

Commissioner Sullenger said he would be inclined to vote no unless there is proof residents have used the benefits of the assessment. Mr. Becerra said he is aware of residents who have passed that have been buried in the Live Oak cemetery.

Commissioner Epp again stated he believes you must be a property owner to get a plot at the cemetery. He said he believes the plot has a cost to it if you are not a property owner.

Commissioner Hodges made a phone call to one of the Board members of the Cemetery Board and was informed a resident of Live Oak does not have to pay for the plot if there is one available.

Commissioner Miller made a motion to vote yes to continue the existing assessment for the Live Oak Cemetery Assessment. Commissioner Gallaty made the second. All were in favor by voice vote. Commissioner Sullenger voted no.

ITEM NO. G. 6.– RESOLUTION 16-1449, FAMILY SELF-SUFFICIENCY GRADUATE TYSHA GUZMAN:

Commissioner Hodges made a motion to approve Resolution 16-1449, Family Self-Sufficiency Graduate Tysha Guzman. Commissioner Miller made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Martha Griese, Commissioners Luis Uribe, Susanne Gallaty, Ron Sullenger, Charles Epp, Diane Hodges, Brian Foss, Preet Didbal and Dan Miller

Nays: None

Abstain: None

Absent: None

ITEM NO. G. 7. – APPOINTMENT OF EXECUTIVE DIRECTOR AND APPROVAL OF EMPLOYMENT AGREEMENT:

This item was tabled to a future meeting.

ITEM NO. H.8. – OCCUPANCY UPDATE:

Mrs. Runge stated staff worked hard to meet the goal of 1609 vouchers for Housing Choice Voucher by the end of March. She shared the goal was not met in March but as of the end of May it has been met and exceeded. Mrs. Runge also explained Maple Park Phase 2 is fully leased.

Mrs. Runge pointed out that in the Rural Development (USDA/Farm Labor) portion of the report it shows there are 190 units but only 153 are available due to the others being offline waiting rehabilitation. She mentioned Office of Migrant Services opened on May 2nd and there are only 7 units empty.

ITEM NO. H.9. –FINANCE UPDATE:

Chief Financial Officer Gail Allen went over the report in the packet. She explained the Housing Authority is doing well. Ms. Allen stated the auditors recently completed their audit. She shared there are many programs where the funds cannot be used for anything but their specific programs.

Ms. Allen said Kingwood Commons has positive receipts. She said there are a few issues with Devonshire Apartments but staff continues to work hard to get that property where it needs to be. Mr. Becerra stated staff had reservations about the property when it was first purchased due to the financial projections with the type and amount financed, and also with the physical condition of the property when purchased. Mr. Becerra stated that after two years of ownership and operations, Devonshire Apartments had negative receipts of approximately \$60,000 in the first fiscal year, and approximately \$30,000 in the second year. However, some positive news here is the award of \$650,000 in CDBG funding from the City of Colusa, to rehab the property that will no doubt take care of some past due capital improvements, and put us in a better position to refinance the existing debt.

Mr. Becerra explained the Housing Authority and Yuba-Sutter Mental Health have partnered in purchasing two complexes using MHSA funds (Prop 63). The first one is a duplex in Yuba City and the other one is a four-plex in Marysville. He shared staff at Yuba-Sutter Mental Health are looking for additional units to purchase with the remaining funds.

ITEM NO. H.10. – PLANNING AND COMMUNITY DEVELOPMENT/ADMINISTRATIVE UPDATE:

Mr. Becerra said there are 14 buildings that still need rehabilitation in Richland Rural Development. He said there is \$2 million available for financing 5 buildings and on Friday, staff received an email stating there is an additional \$2.7 million available for rehabilitation. With this additional money, staff believes this will cover 12 of the 14 buildings. Mr. Becerra shared the local representative is in agreement, with authorization from his upper management, for staff to use \$300,000 from the reserve account to do an additional building. Staff believes, with the economy of scale, there is a possibility all 14 buildings may be able to be rehabilitated.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS: NONE

ITEM NO. J.11. – CLOSED SESSION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO SUBDIVISION (b) OF GOVERNMENT CODE 54956.9, ANTICIPATED LITIGATION: ONE (1) CASE:

Chairperson Griese reported there was no reportable action.

ITEM NO. J.12. – CLOSED SESSION: PURSUANT TO SECTION 54957 OF THE CALIFORNIA GOVERNMENT CODE, PUBLIC EMPLOYEE APPOINTMENT, TITLE: EXECUTIVE DIRECTOR:

Chairperson Griese reported there was no reportable action.

ITEM NO. K – NEXT MEETING: June 15, 2016

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 1:35 P.M.

REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES
Minutes
Regular Board Meeting
June 15, 2016

ITEM NO. A - CALL TO ORDER:

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

ITEM NO. A - ROLL CALL:

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

ITEM NO. B. – PLEDGE OF ALLEGIANCE:

Commissioner Dan Miller led the Pledge of Allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D.1.A. - MEET THE STAFF, AURORA SALOMON:

Occupancy Manager Pattra Runge introduced Aurora Salomon. Ms. Salomon started with the agency in April 2015 as the Public Housing onsite manager and was promoted to the Onsite Apartment Manager for the Office of Migrant Services. Ms. Salomon takes care of all of the paperwork and tenants during season and in the off season she can be found cleaning and painting units getting them ready for the upcoming season.

ITEM NO. D.1.B. - MEET THE STAFF, MISTI ALVAREZ:

Occupancy Manager Alisha Parker introduced Misti Alvarez. Ms. Alvarez came to the agency in October 2014 as an Eligibility Clerk for the Housing Choice Voucher program. She assists two Eligibility Specialists.

ITEM NO. D.2. – RIBBON CUTTING FOR RICHLAND COMMUNITY CENTER COMPUTER LAB:

Interim Executive Director Gustavo Becerra explained the Richland Community Center was completed in June 2015. He stated it was designed with a computer lab for the residents which went live June 6, 2016.

ITEM NO. E. - CONSENT CALENDAR:

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

ITEM NO. F.4. – UPDATE ON APPROVAL OF AMENDMENT TO ADD YUBA COUNTY:

Mr. Becerra said he met with the Colusa County's Chief Administrative Officer. He shared they are interested in becoming a part of the JPA with the County having one seat on the Board. He explained they would like to look at the Housing Authority administering their Owner Occupied Rehab program and their First Time Home-Buyer program.

Mr. Becerra also mentioned they have a Migrant Center located in Williams that the County of Colusa would like the Housing Authority to manage for them. Mr. Becerra stated staff would need to analyze the feasibility of taking on the Center.

ITEM NO. G.5. APPOINTMENT OF EXECUTIVE DIRECTOR AND APPROVAL OF EMPLOYMENT AGREEMENT:

Commissioner Miller made a motion to Appoint Gustavo Becerra as Executive Director and approve the Employment Agreement. Commissioner Uribe made the second. All were in favor by voice vote.

Mr. Becerra thanked the Board for the opportunity.

ITEM NO. G. 6. – DISCUSSION ON CHANGING THE TIME OF THE BOARD MEETINGS:

Commissioner Didbal requested this item be placed on the agenda. She felt the meeting time is right in the middle of the day. She requested an early morning or afternoon meeting. Commissioner Didbal also requested there be one meeting a month to make it more efficient.

Commissioner Sullenger would request a meeting around 3:00 PM. Commissioner Miller said with the travel down the hill, this meeting time is perfect. He is not willing to change the time. Commissioner Epp stated he was flexible. Commissioner Gallaty and Commissioner Uribe both said they believe the Board needs to take into consideration those who have to travel to get to the meetings. Commissioner Miller said they would be ok with changing the meetings to mid-morning.

Commissioner Didbal stated she was okay with the meeting staying at 12:15 PM with the possibility of only having one meeting per month. Mr. Becerra explained staff tries to keep the meetings to once a month but there are things that are time sensitive and may need to have two meetings a month.

Legal Counsel Duane Oliveira went over the guidelines for being able to have a conference call.

It was agreed to keep the meetings at the same time and scheduled for twice a month.

ITEM NO. H.7. –ADMINISTRATIVE UPDATE:

Mr. Becerra said online applications went live on June 13, 2016. He also reminded the Board about the Maple Park Phase 2 dedication on June 22, 2016. Mr. Becerra shared the active shooter training was rescheduled to July 12 and 13, 2016 for staff.

ITEM NO. I. HOUSING COMMISSIONERS' COMMENTS: NONE

ITEM NO. J.11. – CLOSED SESSION: SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO SUBDIVISION (b) OF GOVERNMENT CODE 54956.9, ANTICIPATED LITIGATION: ONE (1) CASE:

Chairperson Griese reported there was no reportable action.

ITEM NO. J.12. – CLOSED SESSION: PURSUANT TO SECTION 54957 OF THE CALIFORNIA GOVERNMENT CODE, PUBLIC EMPLOYEE APPOINTMENT, TITLE: EXECUTIVE DIRECTOR:

Chairperson Griese reported there was no reportable action.

ITEM NO. K – NEXT MEETING: July 6, 2016

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 1:07 P.M.

Strategic Plan update – July 2016

Strategic Direction 1

Expand housing for low-income residents across communities by maintaining and expanding the supply of low-income housing stock.

Goal	Who	Timing
<p>The Agency’s stock of low-income housing is our most valuable asset. In order to continue to expand housing opportunities across the counties we will pay close attention to keeping our existing stock well-maintained and habitable.</p> <p>Update – July 2016: Our existing portfolio is consistently maintained through on-going maintenance of buildings, and preventative maintenance of buildings. This year, many of the storm drains were jetted, cleaned, videoed, and repaired/replaced where cracks or breaks were found. Sewer line laterals at certain properties are also being jetted, cleaned, videoed, and repaired/replaced when necessary.</p> <p>During unit turnovers, when financially feasible, upgrades are made to our units to enhance the living conditions of our residents.</p>	<p>Maintenance Department</p>	<p>On-going</p>
<p>Seek partnerships to obtain additional funding</p> <p>Update – July 2016: Applications were made to the City of Yuba City in March 2016, for their Community Development Block Grant, for capital improvements to agency properties that are federally funded, but yet under funded from Congressional appropriations.</p> <p>A grant from USDA-Rural Development totaling \$2.7 million was awarded in May 2016, to rehabilitate existing farmworker housing units in Yuba City.</p>	<p>Planning & Community Development Department</p>	<p>On-going</p>
<p>Identify new funding streams</p> <p>No update at this time.</p>	<p>Planning & Community Development, and Finance Departments</p>	<p>On-going</p>
<p>Identify where inventory is needed</p> <p>Update – July 2016: Although the need for affordable housing seems to be growing in the State of California, our agency has identified Nevada County and Colusa County as two areas in our jurisdiction where available land for affordable housing development is scarce.</p>	<p>Planning & Community Development Department</p>	<p>On-going</p>

Strategic Direction 2

Expand housing access and choice across communities for low-income residents using Housing Choice Vouchers and housing.

Goal	Who	Timing
<p>Continue to pursue opportunities to add to the Agency's supply of Housing Choice Vouchers (HCV). Apply for new vouchers as they become available through HUD. Pursue vouchers specifically to serve, including but not limited to veterans, families seeking reunification and other special needs populations, for example homeless populations, victims of domestic violence, disabled, and those transitioning out of assisted living.</p> <p><i>Update – July 2016: The agency was awarded 14 additional Housing Choice Vouchers for veterans (VASH), specifically for the City of Yuba City. This is in an addition to the 21 existing VASH vouchers the agency has for Nevada County.</i></p>	Occupancy Department	As needed, when HUD issues Notices of Funding Availability (NOFA's)
<p>Increase access to housing in areas of the community where it has traditionally been less available to low-income residents.</p> <p><i>No update at this time.</i></p>	Occupancy Department	At issuance of vouchers to applicants from the waiting list
<p>Continue to assist participants in the HCV program to overcome barriers and secure housing by expanding housing-search resources, increasing counseling and training, and pursuing other program innovations.</p> <p><i>No update at this time.</i></p>	Occupancy Department	On-going
<p>Identify affordable housing opportunities in neighborhoods currently underrepresented by participants. Reach out to landlords in underserved areas and increase the involvement of these landlords in the HCV program by providing information workshops about property management and the HCV program.</p> <p><i>No update at this time.</i></p>	Occupancy Department	On-going
<p>Track the use of HCV across the communities and monitor trends, and then identify additional strategies based on this information.</p> <p><i>No update at this time.</i></p>	Occupancy Department	On-going

<p>Identify and assist in reducing the barriers that low-income participants experience when they seek rental housing.</p> <p>Update – July 2016: In addition to the current rental market in our jurisdictions being very tight, with low inventory, an additional barrier that our participants face is readily available cash for security deposits. The agency is putting together a potential revolving loan fund, to bring to the Board for review, which would make security deposit loans to participants with payback agreements in place.</p>	Occupancy Department	On-going
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Strategic Direction 3

Assist housing participants in gaining access to education and employment opportunities so they can reach self-sufficiency.

Goal	Who	Timing
<p>Work with community partners to improve access to childhood early learning for participant families.</p> <p>Update – July 2016: Early childhood education partners attended the opening of our seasonal migrant farmworker housing units in Yuba City, on May 2, 2016, in an attempt to enroll as many children as possible into the early learning programs available in Yuba City.</p>	Occupancy Department (FSS Program)	As needed
<p>Take an active advocacy role with local schools and colleges to meet the specific needs of low-income residents.</p> <p>No update at this time.</p>	Occupancy Department (FSS Program)	As needed
<p>Provide resources and referrals to assist participants with credit counseling, banking and other financial services.</p> <p>Update – July 2016: In May 2016, one of the agency's financial partners, Tri-Counties Bank, offered a free series of four personal finance classes to residents of our properties. They occurred every Wednesday in May, and our agency hosted the classes at the Richland Neighborhood Center in Yuba City.</p>	Occupancy Department (FSS Program)	As needed
<p>Provide resources and referrals to assist participants with benefits counseling and work incentives (SSI, IHSS, SSDI, etc.).</p> <p>No update at this time.</p>	Occupancy Department (FSS Program)	As needed

<p>Link participants to social services and case managers to address both physical and mental health issues.</p> <p>Update – July 2016: The agency owns and manages two properties, one in Sutter County, and one in Yuba County, where supportive services are linked to the residential units. The service provider is the Sutter-Yuba Mental Health Department.</p>	<p>Occupancy Department (FSS Program)</p>	<p>As needed</p>
<p>Develop a single economic opportunity program, integrated across housing programs and departments, for adult housing participants.</p> <p>No update at this time.</p>	<p>Occupancy Department (FSS Program)</p>	<p>By fiscal year ending 2019</p>
<p>Promote an expectation of success among Agency tenants and voucher holders. Establish the expectation that program participants, when possible and able, will pursue training or education opportunities that will lead to self-sufficiency.</p> <p>Update – July 2016: All Section 8 voucher participants are encouraged to enroll in the Section 8 Family Self-Sufficiency (FSS) program. New participants of the Section 8 program are given program information and material during their initial voucher issuance briefing.</p>	<p>Occupancy Department (FSS Program)</p>	<p>On-going</p>
<p>Ensure that rent policies and practices do not create disincentives for those who may be able to live in unassisted housing.</p> <p>No update at this time.</p>	<p>Occupancy Department</p>	<p>Annually, during annual review and update of Housing Authority plan to HUD.</p>
<p>Develop and refine systems to track participant success, including statistics such as the percentage of participants who earn income from employment and the number of residents who move to unsubsidized housing.</p> <p>No update at this time.</p>	<p>Occupancy Department</p>	<p>By fiscal year ending 2019</p>
<p>Pursue partnerships to create education and job training programs tailored to the needs of participants.</p> <p>Update – July 2016: In June 2016, the agency entered into an MOU, which the Board approved, with the North Central Counties Consortium. This MOU will streamline referrals for basic career services, for agency participants of the FSS program, in Sutter, Yuba, and Colusa Counties.</p>	<p>Occupancy Department (FSS Program)</p>	<p>As needed</p>

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<p>Partner with other organizations and contractors to create employment and career opportunities for residents.</p> <p>Update – July 2016: The agency is increasing the outreach effort for Section 3 residents, in order to hopefully create employment opportunities when certain HUD program funding is awarded for projects.</p> <p>Section 3 directs recipients of certain HUD program funding to give preference for training and employment opportunities arising from those programs to local low-income residents “to the greatest extent feasible”.</p>	<p>Occupancy and Planning & Community Development Departments</p>	<p>As needed</p>
<p>Remove regulatory barriers in housing programs that make advancement difficult. For example, explore changes in Tax Credit regulations to permit residents to pursue full time educational opportunities.</p> <p>No update at this time.</p>	<p>Management and Executive Director</p>	<p>When opportunities arise to comment on regulatory public hearings, NAHRO conferences, etc.</p>

Strategic Direction 4

Provide additional supportive services and increase the supply of housing for low-income seniors and/or people with disabilities.

Goal	Who	Timing
<p>Align with existing programs to facilitate permanent housing for those aging in place in Agency’s communities.</p> <p>No update at this time.</p>	<p>Occupancy Department</p>	<p>On-going</p>
<p>Take an active advocacy role with local schools and colleges to meet the specific needs of low-income residents.</p> <p>No update at this time.</p>	<p>Occupancy Department (FSS Program)</p>	<p>As needed</p>
<p>Engage partners who can provide assisted living for participants who can no longer meet their obligations as independent tenants because of issues related to aging or disability. Provide referrals and links to these partners.</p> <p>Update – July 2016: Occupancy Department staff coordinate applications, inspections, annual re-certifications, when applicable, with County</p>	<p>Occupancy Department</p>	<p>As needed</p>

conservatorship staff, or Public Guardians, or non-profit groups that assist the elderly/disabled with their housing obligations.		
Engage partners who can bring additional subsidies to develop new senior housing. Incorporate universal design elements in all new housing to extend its capacity to house people as they age. Update – July 2016: The agency just completed construction of a 35-unit senior housing complex in Live Oak, in March 2016. And in June 2015, the agency completed a 10-unit farmworker project, all units fully accessible. In both projects, the Architect incorporated universal design elements, in order to minimize adaptation or specialized design later.	Planning & Community Development Department	As needed
During the planning for the development of new housing, ensure that all units are “visitable”, in addition to the required ADA unit count requirements. Update – July 2016: In both of the projects mentioned in the previous strategic direction category, “visitable” elements were incorporated, such as no-step entries, wide doorways and hallways, and good lighting with easy-to-use rocker switches, to name just a few.	Planning & Community Development Department	As needed
Educate the community on new projects to minimize NIMBYism. Update – July 2016: Agency staff attended the annual Yuba-Sutter homeless summit in June 2016, and spoke to the public in attendance about affordable housing projects, and how they benefit our communities.	Management and Executive Director	As needed

Strategic Direction 5

Partner with others to create healthy, welcoming and supportive living environments in communities we serve.

Goal	Who	Timing
It takes more than new housing to create a great neighborhood. Help participants, homeowners and nearby neighbors work together to promote safe and vibrant communities by encouraging the creation of neighborhood watch programs. Update – July 2016: At Richland Housing in Yuba City, the agency began coordination in April 2016, along with	Occupancy Department	As needed per neighborhood

<p>assistance from the Yuba City Police Department, to establish a Neighborhood Watch Program.</p>		
<p>Support and promote positive activities for youth in communities where the Agency has a significant presence.</p> <p>Update – July 2016: Annually the agency hosts a Health Fair, and a National Night Out, to encourage positive health choices for the youth and adults, and to encourage a community environment among youth and adults. Each event has some filled activities for youth.</p>	Occupancy Department	On-going
<p>Work with the local law enforcement, community organizations and individuals to build trust and communications between them to prevent crime and address public safety issues as they arise.</p> <p>Update – July 2016: In April 2016 the agency started regularly scheduled tenant meetings at certain properties in Yuba City where crime has been an issue in the past, and has invited law enforcement officers to attend these meetings. Fortunately, law enforcement has been attending the tenant meetings and it seems to be having a positive result with our tenants.</p>	Occupancy Department	On-going
<p>Engage in ongoing community building activities to strengthen neighborhood identity and cohesion.</p> <p>No update at this time.</p>	Occupancy Department	On-going
<p>Assist diverse communities as they develop strategies for multicultural community identity, leadership and problem-solving.</p> <p>No update at this time.</p>	Occupancy Department	As needed
<p>Manage properties to enhance and promote participant efforts toward healthy living.</p> <p>Update – July 2016: The agency has partnered with WIC (Woman and Infant Children), and with the County Health Department to bring nutrition classes and information to residents for a healthier living.</p>	Occupancy Department	On-going
<p>Transition properties to become non-smoking units. Work with the Board to explore policy changes toward designating properties as tobacco smoke-free. Support smoking cessation programs for all residents who desire them.</p>	Occupancy Department	By fiscal year ending 2019

Update – July 2016: The agency is awaiting HUD’s final rule on smoke-free public housing units before any implementations or policies go into effect. It is expected that HUD may issue their final rule in the next 12-18 months.		
<p>Manage properties to support active lifestyles. Promote pedestrian safety. Build walkable neighborhoods. Provide and support access to active recreational opportunities.</p> <p>Update – July 2016: In April 2016 the agency worked with the City of Yuba City’s Public Works Department to re-stripe pedestrian crossings at Richland Housing, which had not been done in many years, in order to increase pedestrian safety.</p> <p>Additionally, at the Maple Park phase 1 development in Live Oak, the design incorporated a small park and a half-court basketball court, along with a children’s playground.</p>	Occupancy Department	On-going
<p>Support local food-growing efforts and host farmers markets.</p> <p>No update at this time.</p>	Occupancy and Maintenance Departments	By fiscal year ending 2019

Strategic Direction 6

Affirmatively market fair housing.

Goal	Who	Timing
<p>Increase awareness of PHA resources among families of race and ethnicities with disproportionate needs by hosting tenant rights workshops.</p> <p>No update at this time.</p>	Occupancy Department	On-going
<p>Train all staff about fair housing requirements.</p> <p>Update – July 2016: Every staff member of the agency, including part-time on-site managers, attend Fair Housing training annually with no exceptions.</p>	Management and Executive Director	As needed
<p>Provide landlord workshops to promote affirmative fair housing in our communities.</p> <p>No update at this time.</p>	Occupancy Department	As needed

Management Strategy 1

Manage the Regional Housing Authority of Sutter and Nevada Counties as effectively as possible to meet the agency's mission.

Goal	Who	Timing
<p>Manage the Agency's assets and operations to maximize the value and longevity of real estate and rental housing and ensure that operations are cost effective.</p> <p>Update – July 2016: The agency's Maintenance Department has focused greatly on preventative maintenance in the past 12 months in order to preserve our assets for the long term, thus reducing long term cost.</p>	<p>Management staff and Executive Director</p>	<p>On-going</p>
<p>Evaluate the performance of all developments and programs against operational, financial plans and business plans and adjust practices accordingly to maintain operational and financial integrity throughout the agency.</p> <p>Update – July 2016: Cost cutting for operational savings has been on the forefront for Management since January 2015. Management staff are constantly looking at ways to adjust practices, in order to see savings. Some recent examples:</p> <ul style="list-style-type: none"> - Install a laundry area at the Maintenance Department office, and eliminate the need for a third party vendor to supply towels/rags for the maintenance personnel. - Changed over to government plans with the agency's landline, and cellular phone providers for deep discounts not received previously. - At Richland Housing, added the use of 3 golf carts to move around the 62 acre development, as opposed to using agency trucks. 	<p>Management staff, Executive Director, and Board</p>	<p>Annual report by March Board meeting</p>
<p>Implement changes to streamline operations and improve service.</p> <p>Update – July 2016: In the summer of 2015, the agency added a paperless file system in order to reduce paper cost, storage areas for filing cabinets, and to speed up the process of annual re-certifications in the Occupancy Department.</p>	<p>Management staff and Executive Director</p>	<p>On-going</p>
<p>Evaluate the risks associated with the on-going constraints of the credit and the housing markets and adjust operations to manage those risks.</p> <p>Update – July 2016: The current rental market demonstrates high-demand, and low inventory, thus</p>	<p>Planning & Community Development Department and</p>	<p>As needed</p>

<p>reducing the vacancy rates within the agency's portfolio. The positive operational adjustment made for this current rental market has been that the agency needs to market much less when vacancies arise.</p>	Executive Director	
<p>Define a long-term approach to stabilize development activities and their cyclical nature and insulate their effects on overall agency operations.</p> <p>Update – July 2016: Currently the agency has 3 new construction developments in the planning stages, and 1 development under construction. The search for available land, for future development, is critical to expand affordable housing in our jurisdiction. Current market conditions say, we can't build them fast enough.</p>	Planning & Community Development Department and Executive Director	On-going
<p>Define cash flow needs and policies for reserve funds in order to balance expenditures for current needs with prudent practices for reserve balances.</p> <p>Update – July 2016: In the last 12 months, the agency has been successful in establishing and funding Operational and Capital Reserves for 3 properties who previously had no reserves. These properties are the Percy Avenue Apartments, the Transitional unit in Richland Housing, and the solar panel array in Richland Housing, all in Yuba City.</p>	Chief Financial Officer and Executive Director	Quarterly

Management Strategy 2

Identify and implement sustainable practices throughout the Agency to minimize impacts on the environment.

Goal	Who	Timing
<p>Perform an agency-wide 'sustainability' review to promote green practices.</p> <p>Update – July 2016: An analysis of interior building lighting at both agency offices is underway in order to plan LED light swap outs, and reduce electric costs.</p> <p>Additionally, all exterior building lights, and pole lights are being reviewed to also plan for LED upgrades to these light fixtures.</p>	Maintenance and Planning & Community Development Departments	By December 31, 2017
<p>Review vehicle miles traveled, greenhouse gas emissions and maintenance procedures.</p>	Maintenance Department	By December 31, 2017

Update – July 2016: An analysis for fuel usage and repair costs is also underway to plan for aging vehicle upgrades, and to reduce fuel consumption, and greenhouse gases.		
Investigate agency-wide standards for energy consumption, paper utilization and resource conservation. Update – July 2016: The agency purchased a paperless file system in the summer of 2015, and to date have scanned 1,769 files into the system. All future submissions into these files will be paperless.	Management staff and Executive Director	By December 31, 2017
Promote and include green building practices in both new construction and rehabilitation projects. Update – July 2016: Any new construction, or rehab project the agency is involved in, the agency is implementing LED lighting, low flow water fixtures, and any other types of energy or water saving materials, and systems, when financially feasible. Additionally, the Maintenance Department is using low/or no VOC paints, and “green” cleaning solvents. The use of golf carts has been implemented, when applicable, as opposed to Maintenance trucks.	Planning & Community Development Department	On-going
Incorporate sustainability into daily management and maintenance practices in housing portfolios and administrative and maintenance facilities. No update at this time.	Maintenance Department	On-going

Management Strategy 3

Promote and/or encourage a healthy, engaged and productive workforce. Our achievements are directly related to the preparation, dedication, commitment and accomplishments of our employees.

Goal	Who	Timing
Address the needs and changing demographics of employees in order to promote and develop a workforce well-equipped to meet the Agency’s needs into the future. Update – July 2016: Many upgrades have been made to address the needs of our employees, such as ear piece microphones for phone use, double monitors for desktop computer use, floor steps for office cubicles, a lift gate for	Management staff and Executive Director	As needed

<p>the Maintenance Department, a staff only bathroom on the first floor of the main office building separate from the public restroom, additional grounds maintenance equipment for blowing/vacuuming landscaped areas, and a secure electronic locking perimeter for office staff space accessible by individual employee badges.</p>		
<p>Develop training programs to help staff adapt to current and emerging challenges.</p> <p>Update – July 2016: Staff throughout the year train in health and safety techniques, through the online training portal of the agency’s worker’s compensation authority.</p> <p>In July 2016, all staff are scheduled to attend Active Shooter Training sponsored by the Yuba City Police Department.</p>	<p>Management staff and Executive Director</p>	<p>As needed</p>
<p>Provide training in managing stress and dealing with challenging interpersonal relationships.</p> <p>Update – July 2016: In the summer of 2015, all staff attended training on dealing with work culture, as it relates to dealing with their own behaviors, values, and attitudes, and that of those around you (co-workers).</p>	<p>Management staff and Executive Director</p>	<p>As needed</p>
<p>Maintain and strengthen partnerships that enable management and employees to address challenges in a collaborative, constructive and open fashion.</p> <p>No update at this time.</p>	<p>Management staff and Executive Director</p>	<p>On-going</p>

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

Date: July 5, 2016
To: Board of Commissioners
From: Gail Allen, Chief Financial Officer

SUBJECT: Changes in Tenant Rent Effective September 1, 2016
FISCAL IMPACT: \$5,784 per year in additional unrestricted revenue

With water and sewer costs increasing over the next five years as recently approved by the City of Yuba City, Staff of the Regional Housing Authority of Sutter and Nevada Counties is requesting a rental increase for tenants at Percy Avenue and Kingwood Commons. Tenants at USDA (Richland Housing, Centennial Arms, Butte View Estates), Homes2 Families, Neighborhood Stabilization Program, Mental Health (Heather Glen, Teesdale) and Trailer Park properties will be affected with the FYE 2017 budget, however, Public Housing (Richland, Joann Way, Date Street) properties use a 30% of income rent calculation, so an increase is not applicable.

To determine the amount required to cover the anticipated expenses while considering the limited income of our tenants, 2016 Fair Market Rents (FMR's) and HOME rents were used for comparison. For both Percy Avenue and Kingwood Commons, rental increases may be offset by the Housing Choice Voucher program for those who have vouchers to offset their rental liability.

Percy – This 8-unit senior complex is located on Percy Avenue in Yuba City, just a few blocks from Town Center Senior Manor, and 5 of the 8 residents have a Housing Choice Voucher. The proposed 2% increase will result in additional revenue of \$960 per year.

Unit Size	Current Rent	Proposed Rent	Increase	FMR	HOME
1 bedroom	\$525	\$535	\$10	\$661	\$557-\$661

Kingwood Commons – This 64-unit family complex is located in Yuba City on Gray Avenue, just a few blocks from Target, and 43 of the 64 resident residents have a Housing Choice Voucher. The proposed 1% increase will result in additional revenue of \$4,824 per year.

Unit Size	Current Rent	Proposed Rent	Increase	FMR	HOME
1 bedroom	\$563	\$568	\$5	\$661	\$557-\$661
2 bedroom	\$635	\$641	\$6	\$861	\$668-\$861
3 bedroom	\$842	\$850	\$8	\$1,255	\$772-\$994

RECOMMENDATION:

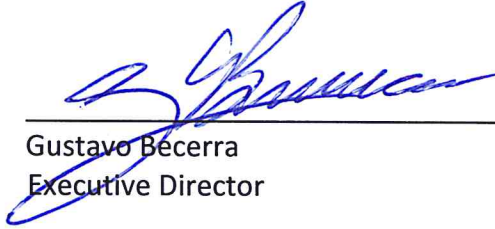
It is recommended that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties approve the proposed rent increases for Percy Avenue and Kingwood Commons, effective September 1, 2016.

Prepared by:

Submitted by:



Gail L. Allen
Chief Financial Officer



Gustavo Becerra
Executive Director



Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929, Fax: (530) 673-0775
Website: www.rhasnc.org

RESOLUTION NO. 16-1450

A RESOLUTION OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING THE BORROWING OF FUNDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF SINGLE-FAMILY HOUSING PROPERTIES INTENDED FOR LEASE IN CONJUNCTION WITH THE TRIO FINANCING PROGRAM

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties (the "Authority") is authorized pursuant to Articles 1 through 5 of Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the "Act"), to borrow moneys to finance and refinance the acquisition, rehabilitation and development of housing developments; and

WHEREAS, the Authority previously approved Resolution No. 12-1251 on June 20, 2012 that authorized the Services and Management Agreement for the Trio leasing program, then Resolution No. 13-1299 on June 5, 2013 that authorized the borrowing of funds from Umpqua Bank for the purpose of financing the acquisition of single-family housing properties intended for lease under the Trio financing program, and then entered into a program Operating Agreement dated September 24, 2015; and

WHEREAS, the Authority now desires to utilize FHA Mortgage Loan financing, and other available financing as it deems reasonable, for the acquisition of selected single-family housing properties intended for lease under the Trio financing program (the "Properties"); and

WHEREAS, the Authority hereby finds and declares that it is necessary, essential and a public purpose for the Authority to finance the acquisition of the Properties; and

WHEREAS, the Authority hereby finds and declares that this resolution is being adopted pursuant to the powers granted by the Act; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the Authority's borrowing of the moneys contemplated by this resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED by the Regional Housing Authority of Sutter and Nevada Counties, as follows:

Section 1. The Authority hereby finds and declares that the above recitals are true and correct.

Section 2. The Authority hereby approves the use of borrowing funds, as contemplated in the Operating Agreement noted above, through FHA Mortgage Loans to be arranged by Trio Leasing ("Trio") and originated by FHA approved mortgage lenders, plus from additional available funds as arranged by Trio on behalf of the Authority in order to finance the acquisition of the Properties.

Section 3. The Board Officers, the Executive Director, or their designee(s) (the "Designated Officers") of the Authority are, and each of them acting alone is, hereby authorized, for and in the name of and on behalf of the Authority, to execute and deliver the necessary documents and take any necessary action as may be required in conjunction with the purpose of this Resolution and the acquisition, refinancing, and/or sale of properties pursuant to this Resolution, including the recording of associated grant deeds for subject properties.

Section 4. The Properties selected and designated for acquisition, refinancing, and/or sale shall be listed in Appendix A to this Resolution along with a signature of acceptance by a Designated Officer as authorized by this Resolution and shall be included with the Executive Director's update reports to the Board on an on-going basis.

Section 5. All actions heretofore taken by the officers and agents of the Authority with respect to the financing contemplated by this Resolution, the Properties and the borrowing of moneys for the Properties are hereby approved, confirmed and ratified.

Section 6. This Resolution shall take effect from and after its adoption.

DULY AND REGULARLY ADOPTED by the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties this 6th day of July 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson

Secretary

APPENDIX A-1
LIST OF PROPERTIES

<u>Address</u>	<u>Action (Date)</u>	<u>Loan Amount</u>
2049 Wilcox Ranch Road, Plumas Lake, California	Purchase (July 2016)	\$336,858.44 (est)

Designated Officer Date

GOVERNMENT AGENCY SUMMARY

Program Identity:	RHA-Yuba County
Investment Management Agreement:	Trio Opportunity Fund
Report Status:	Initial Funding Review
Report Dated:	June 10, 2016
GA Borrower / Owner on Title:	Regional Hsg Auth



I. TRANSACTION SUMMARY

- * Couple attended Trio workshop in Roseville desiring for pathway to homeownership, and applied immediately after.
- * Couple's low FICO score attributed to short sale. They are required to enter Trio approved credit program for mortgage qualification.
- * Applicant is a Veteran and will be looking to a VA Loan at time of purchase.
- * Trio Option Price is factored from Total Home Price times 1%, and is fixed for 3 year lease term.
- * Home Inspection Report dated June 7th and reported property in excellent condition with no outstanding issues.
- * Existing home has no HOA associated with this development.
- * Lower LTV due to high home value and FHA loan limit.

II. CUSTOMER SUMMARY

Client ID#	TrioFirst - ###
Lessee Last Name	
Primary Job	
Co-Lessee Last Name	
Co-Lessee Primary Job	
Combined Income	\$139,360
FICO Scores of Applicant(s)	575 / 583
Debt-to-Income Ratio	38.3%
Approved Trio Payment	4,000
Approved Home Value	\$512,800

Trio Lease Terms:

Trio Lease Term, months	36
Total Monthly Lease Pmt	\$2,450.00

Trio Option Price	\$328,250
Discounted HPA Factor (TrioFirst)	1.00%
TrioSelect Base HPA Factor	2.00%
Mkt Value at End of Term (TrioSelect)	\$344,900
Home Purchase Assistance Earned	\$16,650

Lessee Program Costs:

Underwriting & Doc Prep Fee	\$655.00
Healthy Home Maint. Fee	\$400.00
Inception Fee	\$3,250.00
Additional Lessee Funding Req.	\$518.00
Total Up-front Costs of Lease	\$4,823.00
First Month's Lease Pmt	\$2,450.00
Lessee Funds to Close	\$7,273.00

IV. INVESTMENT SUMMARY

Capital Required:	
Equity Funding by TOF	\$60,320.00
FHA Leverage Funding	\$271,050.00
FHA Financing Fee 1.75%	\$5,488.44
Total Funding	\$336,858.44

Leverage Assumptions:

Lender	Cornerstone Home
Leverage %	85.09%
Interest Rate	4.00%
FHA Mortgage P&I + Mtg Insurance	\$1,512.23
Leverage Type	FHA Mortgage
Area FHA Loan Limit (Yuba County)	\$271,050.00
Total FHA Loan Issued	\$276,538.44
FHA Balance End of Term	\$261,325.30

V. GOVERNMENT AGENCY FEES

Fee at Closing of Purchase	\$1,383.00
Fee at Sale of Property	\$1,383.00
Total Fees Pre Tax Abatement	\$2,766.00
Potential Tax Abatement Over Term	\$3,277.92
Total Fees With Tax Abatement	\$6,043.92
Home Buyer Fund over Term, if applic.	\$3,277.92

III. ASSET SUMMARY

Property Details:

State - City	CA - Plumas Lake
Address	2049 Wilcox Ranch Rd
Zip Code	95961
Builder	Beazer Homes
Description	SFD
Age (year built)	2004
Beds	4
Baths	2
Square Footage	2,362

Pricing Assumptions:

List Price at Purchase	\$325,000
Net Price Paid at Purchase	\$318,500
Purchase Discount	2.0%
Appraised Value at Purchase	TBD
Future Mkt Value HPA Factor	4.00%
Future Market Value, End of Term	\$366,000
Collateral Analytics HPA Forecast	7.31%
CA Benchmark Value, End of Term	\$381,838
Collateral Analytics Risk Score	Low

Program Acquisition Costs:

Reserves 2%	\$6,370.00
Trio Lease Placement Fee	\$2,450.00
Closing Costs 1%	\$3,185.00
Gov't Agency Fee 0.5%	\$1,383.00
Other Costs	\$0.00
Total Up-front Costs Pd by TOF	\$13,388.00
Additional Equity Funded by TOF	\$46,932.00

Proforma Cash Flow Over Lease Term:

Monthly Lease Payment	\$2,450.00
Property Taxes, full	\$325.16
Property Insurance	\$67.71
FHA Mortgage Payment	\$1,320.24
FHA Mortgage Insurance	\$191.99
PITI to Mtg Servicer	\$1,905.10
Home Warranty Contribution	\$35.00
Management Fee	\$100.00
Net Monthly Cash Flow	\$409.90

Closing Dates & Info:

Lease Signing	June 15, 2016
Property Closing	July 10, 2016
Escrow/Title Company	First American Title Co.
Broker/Agency Representation	Century 21 Cornerstone

VI. TRIO REVIEW & SIGN-OFF

Reviewed By	P. Howard
Date Reviewed	June 9, 2016
Recommendation	Approve
Initials	PJH

Reviewed By:

Trio	Y
Agency	
Fund	
Action Taken	

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN SUTTER, NEVADA, YUBA AND COLUSA COUNTIES, AND THE
CITIES OF LIVE OAK, YUBA AND COLUSA, FOR THE PURPOSE OF CREATING
A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2016, by and between the counties of Sutter, Nevada, Yuba and Colusa (collectively "Counties") and the cities of Yuba City, Live Oak and Colusa (collectively "Cities"). Counties and Cities are collectively referred to as "Members" or "Member Agencies." This Agreement supersedes and repeals the "Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties" approved as of April 20, 2011 ("Original Agreement").

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the "Housing Authority Law") and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the "JPA Law") authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respect efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within an expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the counties of Yuba or Colusa and/or City of Colusa, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba and Colusa and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties ("Authority") was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority is hereby amended to add the counties of Yuba and Colusa, and the City of Colusa as Member Agencies and, is hereby renamed as the Regional Housing Authority of Sutter, Nevada, Yuba and Colusa Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.
2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:

- (a) Address regional and area wide housing problems;
 - (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
 - (c) Prevent unnecessary duplication of effort on behalf of Members;
 - (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.
3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any its respective Member Agencies.
4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following directors:
- (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
 - (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
 - (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
 - (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
 - (e) Member Representative Terms. Member Representatives shall be appointed to four (4) year terms; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
 - (f) New Member Representatives. New Members Agencies shall designate one of their initial Member Representatives to serve for an initial term of three (3) years and one to serve for an initial term of four (4) years. All successor appointees to the Board shall be appointed for four (4) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
 - (g) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.
 - (h) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office

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by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

- (i) Quorums; Majority Vote Required. Three-fifths (3/5ths) of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.
 - (j) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.
 - (k) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.
 - (l) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.
5. Duties of Governing Board. The Board shall have the following duties and powers:
- (a) To act as the policy making body of the Authority;
 - (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;
 - (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
 - (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;

- (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
 - (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
 - (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
 - (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
 - (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
 - (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.
6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.
7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.
8. Custody of funds; reporting. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives. Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.
9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No

expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.

10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.
11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.
12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.
13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.
14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay

and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.
16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies.
17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.
19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:



Regional Housing Authority of Sutter and Nevada Counties
1455 Butte House Road, Yuba City, CA 95993
Phone: (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929, Fax: (530) 673-0775
Website: www.rhasnc.org

RESOLUTION 16-1451

RESOLUTION APPROVING THE 2016-2017 FISCAL YEAR OPERATION AND MAINTENANCE CONTRACT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES CONTRACT 15-OMS-10557

WHEREAS, the California Department of Housing and Community Development provided a 2-year Operation and Maintenance Contract of \$317,924 for FYE 2016 and \$257,089 for FYE 2017 for the Yuba City Migrant Center; and now wishes to increase the FYE 2016 budget year by an additional \$33,781.

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties, acting through its desires to approve this Operation and Maintenance Contract for the FYE 2016 - FYE 2017 operation of the Yuba City Migrant Center.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties hereby approves the Operation and Maintenance Contract 15-OMS-10557 in the amounts of \$351,705 (additional \$33,781) and \$257,089 (no change) and authorizes Chairperson Martha Griese to executive said contract and any amendments to said contract on behalf of the Regional Housing Authority of Sutter and Nevada Counties.

PASSED AND ADOPTED this 6th day of July, 2016, by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

Attest: _____
Martha Griese, Chairperson

(SEAL)



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Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
TTY: (866) 735-2929 | Fax (530) 673-077
Website: www.rhasnc.org

RESOLUTION 16-1452

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING LOW INCOME HOUSING COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$231.75

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates low-income housing projects CA 48-1, 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 of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2016 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$231.75.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 6th day of July, 2016 by the following vote:

AYES:
NAYS:
ABSTAINED:
ABSENT:

ATTEST: _____
Martha Griese
Chairperson

(SEAL)

H: Reso\16-1452



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



**Public Housing
Collection Loss Write Off
Period: June 2016**

<u>Tenant</u>	<u>Address</u>	<u>Move In</u>	<u>Date</u>	<u>Move Out</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>
*T0005202	476 B Garden Hwy, YC	10/24/13	04/01/16		\$ 158.00	\$ 38.75	\$ -	\$ 193.00		\$ -	\$ 231.75	No
					\$	\$ 38.75	\$ -	\$ 193.00	\$ -	\$ -	\$ 231.75	Total Write Off

Deceased *

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

Exhibit A



Regional Housing Authority of Sutter and Nevada Counties

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

RESOLUTION 16-1453

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING HOUSING CHOICE VOUCHER FRAUD RECOVERY COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$589.00

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates the Housing Choice Voucher program for Sutter, Nevada 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 of Sutter and Nevada Counties makes every attempt to collect outstanding balances due to fraud; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2016 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$589.00.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 6th day of July, 2016 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Martha Griese,
Chairperson

(SEAL)

H:Reso\16-1453

HCV Fraud Recovery
Collection Loss Write Off
Period: June 2016

<u>Tenant</u>	<u>HAP</u> <u>Fraud Recovery Amount Owed</u>	<u>Late</u> <u>Fee's</u>	<u>NSF</u> <u>Fee's</u>	<u>Legal</u> <u>Fee's</u>	<u>Total</u> <u>Owed</u>	<u>Payback</u> <u>Agreement</u>
T0006191	\$ 589.00	\$ -	\$ -	\$ -	\$ 589.00	Yes
	\$ 589.00	\$ -	\$ -	\$ -	\$ 589.00	Total Write-Off

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

Exhibit A

OF
2006191



Regional Housing Authority of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
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TTY: (866) 735-2929 | Fax (530) 673-077
Website: www.rhasnc.org

RESOLUTION 16-1454

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING RURAL DEVELOPMENT COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$2,646.25

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates farm work housing project Phases I, II and III pursuant to Rural Development regulations; and

WHEREAS, operations of farm work housing includes the collection of monthly rental amounts; and

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2016 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$2,646.25.

This Resolution is to take effect immediately.

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 6th day of July, 2016 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Martha Griese,
Chairperson

(SEAL)

H:Reso\16-1454

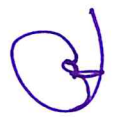


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**Rural Development Properties
Collection Loss Write Off
Period: June 2016**

<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>									
T0003968	9829 N St. #05, Live Oak	02/04/15	03/16/16	\$ 644.00	\$ 489.00	\$ -	\$ 592.37	\$ -	\$ -	\$ 1,081.37	No	
T0004615*	9400 Larkin Rd., #5B, Live Oak	04/04/80	04/04/16	\$ 644.00	\$ 64.00	\$ -	\$ -	\$ -	\$ -	\$ 64.00	No	
T0005839	420 Miles Ave., #37, Yuba City	10/02/14	04/28/16	\$ 669.00	\$ 555.00	\$ 9.00	\$ 868.50	\$ -	\$ -	\$ 1,432.50	No	
T0006690	420 Miles Ave., #70, Yuba City	07/07/15	12/08/15	\$ 554.00	\$ 68.38	\$ -	\$ -	\$ -	\$ -	\$ 68.38	No	
\$ 1,176.38 \$ 9.00 \$ 1,460.87 \$ - \$ -											\$ 2,646.25	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 of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993
Phone (530) 671-0220, Toll Free: (888) 671-0220
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Website: www.rhasnc.org

RESOLUTION 16-1455

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING DEVONSHIRE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$5,797.04

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties operates affordable housing projects such as Devonshire; and

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

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2016 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$5,797.04.

This Resolution is to take effect immediately

This Resolution is presented at the Regular Meeting of the Board of Commissioners, passed and adopted this 6th day of July, 2016 by the following vote:

AYES:

NAYS:

ABSTAINED:

ABSENT:

ATTEST:

Martha Griese,
Chairperson

(SEAL)

H:Reso\16-1455




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**Devonshire
Collection Loss Write Off
Period: June 2016**

<u>Tenant</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 Fee's</u>	<u>Damages</u>	<u>Utilities</u>	<u>Legal Fee's</u>	<u>Total Owed</u>	<u>Payback Agreement</u>					
T0005738	1433 Wescott Rd., #16	07/13/15	04/07/16		\$ 794.00	\$ -	\$ -	\$ 330.89	\$ -	\$ -	\$ 330.89						
T0005291	1433 Wescott Rd., #1	04/01/15	01/20/16		\$ 390.00	\$ 1,426.60	\$ -	\$ 1,229.03	\$ 119.17	\$ 2,691.35	\$ 5,466.15						
											\$ 1,426.60	\$ -	\$ 1,559.92	\$ 119.17	\$ 2,691.35	\$ 5,797.04	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 of Sutter and Nevada Counties

1455 Butte House Road, Yuba City, CA 95993

Phone (530) 671-0220, Toll Free: (888) 671-0220

TTY: (866) 735-2929 Fax (530) 673-0775

RESOLUTION 16-1456

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES AUTHORIZING PERCY AVENUE COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$162.99

WHEREAS, the Regional Housing Authority of Sutter and Nevada Counties 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 of Sutter and Nevada Counties makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2016 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Commissioners of the Regional Housing Authority of Sutter and Nevada Counties authorizes the Executive Director to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$162.99.

This Resolution is to take effect immediately

This Resolution is presented at the Special Meeting of the Board of Commissioners, passed and adopted this 6th day of July, 2016 by the following vote:

AYES:

NAYES:

ABSTAINED:

ABSENT:

ATTEST:

Martha Greise,
Chairperson

(SEAL)

H:Reso\16-1456



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**Percy - Yuba City
Collection Loss Write Off
Period: June 2016**

<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>								
T0006502	430 Percy Ave, #7	05/12/15	05/11/16	\$ 525.00	\$ -	\$ -	\$ 162.99	\$ -	\$ -	\$ 162.99	No
				\$ -	\$ -	\$ -	\$ 162.99	\$ -	\$ -	\$ 162.99	
										\$ 162.99	Total Write Off

R

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

LEASE AGREEMENT

Date: July 1, 2016

Regional Housing Authority of Sutter and Nevada Counties ("RHASNC") and Yuba Sutter FC ("CLUB") agree as follows:

1. **Property:** RHASNC rents to CLUB and CLUB rents from RHASNC, the real property known as Lot 12 APN 53-443-008 & 53-470-053, Yuba City, CA 95991, which is described in more detail in the legal description attached as Exhibit A to this Agreement. The CLUB desires to lease this parcel from RHASNC to use as a soccer practice only facility.
2. **Term:** The term shall be for one year (1) year beginning on July 1, 2016 and ending on June 30, 2017. This agreement may be extended by mutual agreement between both parties for an additional (two) one year options for a total of three (3) years.
3. **Rent:** CLUB agrees to pay Rent at the rate of \$125.00 per month for the months of August and September 2016 and \$500.00 per month thereafter. The rent will be recalculated each year during the agreement using the base rent of the prior year and increasing by the percentage published under the San Francisco Consumer Price index. Rent is due by the 10th of each month.
 - a. **Payment:** Rent shall be paid to Regional Housing Authority of Sutter and Nevada Counties, at 1455 Butte House Road, Yuba City, CA 95993, or at any other location specified by RHASNC in writing to CLUB.
 - b. **Late Charge, NSF Checks:** CLUB acknowledges that either late payment of Rent or issuance of a NSF check may cause RHASNC to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from CLUB is not received by RHASNC by the 10th of each month, CLUB shall pay to RHASNC \$50.00 as a late charge or if a check is returned NSF, CLUB shall pay to RHASNC \$25.00 as a NSF fee.
4. **Condition of Premises:** CLUB has examined the Premises and acknowledges that Premises is clean and in operative condition. CLUB will continue in possession of the Premises in "as-is" condition.
5. **Use:** The Premises are for the sole use as a soccer practice only facility, seven days per week. No other use is permitted without RHASNC's prior written consent. If any use by CLUB causes an increase in the premium on RHASNC's existing property insurance. CLUB shall pay for the increase cost. CLUB will comply with all Laws affecting its use of the Premises.
6. **Rules/Regulations:** CLUB agrees to comply with rules and regulations of RHASNC that are at any time posted on the Premises or delivered to CLUB. CLUB shall not, and shall ensure that guests and licensees of CLUB do not, disturb, annoy, endanger, or interfere with other CLUBs of the building or neighbors, of use the Premises for any unlawful purpose, including but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.
7. **Maintenance/Alterations:** CLUB must maintain the area of the field in a clean and sanitary condition, free of garbage and debris. CLUB shall not make any alterations in or about the Premises,

including installation of portable restrooms, storage units, trade fixtures and signs, without RHASNC's prior written consent and instruction on the approved location for such items. The Housing Authority shall not be responsible for any items installed by the CLUB and left at/on the field.

8. **Signs:** Any signs by supporter's, CLUB or vendors shall be approved by RHASNC prior to installation. Signs must be professionally made and they must be well maintained in manner as to not cause an eyesore. It is at the sole discretion of RHASNC to ask for signs to be removed. RHASNC will be held harmless for any lost, stolen or damaged signs.
9. **Subletting/Assignment:** CLUB shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of RHASNC. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy by voluntary act of CLUB, operation of law, or otherwise, shall be null and void, and, at the option of RHASNC, terminate this agreement.
10. **CLUB's Obligation Upon Vacating Premises:** Upon termination of agreement, CLUB shall: 1) give RHASNC all copies of keys or opening devices to Premises, including any common areas; 2) vacate Premises and surrender it to RHASNC empty of all persons and personal property; 3) vacate all parking and storage spaces; 4) deliver Premises to RHASNC in the same condition as reference in paragraph 4; 5) clean Premises; 6) give written notice to RHASNC of CLUB's forwarding address. All improvements installed by CLUB, with or without RHASNC's consent, become the property of RHASNC upon termination. RHASNC may nevertheless require CLUB to remove any such improvement that did not exist at the time possession was made available to CLUB.
11. **Damage to Premises:** If damage occurs as a result of an act of CLUB or CLUB's guests, tenant will be charged the full cost necessary to repair the damages.
12. **Hazardous Materials:** CLUB shall not use, store, generate, release or dispose of any hazardous material on the premises or the property on which the Premises are part. However, CLUB is permitted to make use of such materials that are required to be used in the normal course of CLUB's business provided that CLUB complies with all applicable Laws related to the hazardous materials. CLUB is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by CLUB.
13. **Condemnation:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to CLUB's relocation costs and trade fixtures, belong to RHASNC.
14. **Insurance:** CLUB's personal property, fixtures, equipment, inventory and vehicles are not insured by RHASNC against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. CLUB is to carry CLUB's own property insurance to protect CLUB from any such loss. In addition, CLUB shall carry liability insurance in an amount of not less than \$1,000,000.00. CLUB's liability insurance shall name RHASNC and RHASNC's agent as additional insured. CLUB, upon RHASNC's request, shall provide RHASNC with a certificate of insurance establishing CLUB's compliance. RHASNC shall maintain liability insurance insuring RHASNC, but not CLUB, in an amount of at least \$1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property. CLUB is advised to carry business interruption insurance

in an amount at least sufficient to cover CLUB's complete rental obligation to RHASNC. RHASNC is advised to obtain a policy of rental loss insurance. Both RHASNC and CLUB release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

15. **Dispute Resolution:**

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

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY

INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

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

RHASNC's Initials _____ / _____ CLUB's Initials _____ / _____

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

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

CLUB: Yuba Sutter FC
Address:

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

17. **Termination:** The lease of Lot 12 by CLUB may be terminated as follows:
- RHASNC may terminate the lease of Lot 12 before the expiration of the one year term, or any extension thereof, if it determines, in its sole discretion, that the said property is needed and necessary for use by RHASNC, RHASNC shall provide CLUB with thirty (30) days advance written notice of its intent to terminate the lease for Lot 12 for this purpose.
 - CLUB may terminate the lease of Lot 12 at any time provided RHASNC is given thirty (30) days advance written notice of its intent to terminate.
18. **Attorney Fees:** In any action or proceeding arising out of this agreement, the prevailing party between the RHASNC and CLUB shall be entitled to reasonable attorney fees and costs from the non-prevailing RHASNC or CLUB, except as provided in paragraph 16(a).
19. **Indemnification:** RHASNC and CLUB acknowledge and agree that CLUB agrees to indemnify, defend and hold RHASNC, and its agents and employees ("RHASNC Indemnities") harmless against all losses and damages, including its attorney fees, liabilities, claims, demands, obligations, causes of action, judgments, costs, settlements, or expenses of any kind or character, that RHASNC's Indemnities may suffer or incur with respect to third party claims resulting or arising from CLUB's lease of the property, including without limitation, the following:
- Any claim related to any accident, casualty, or personal or bodily injury occurring on the property caused by the negligence or willful misconduct of CLUB or any of CLUB's agents, contractors, subcontractors, or employees;
 - Any violation by CLUB or any of CLUB's agents, contractors, subcontractors, or employees of any law now or hereinafter enacted; or
 - The negligence or willful misconduct of CLUB or any of CLUB's agents, contractors, subcontractors, employees, and/or invitees and licensees in connection with the use of the property.

20. Entire Contract: Time is of the essence. All prior agreements between RHASNC and CLUB are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that not extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

CLUB: _____ Date: _____

(Print Name)

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

RHASNC: _____ Date: _____

Regional Housing Authority of Sutter and Nevada Counties

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

DRAFT