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



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

August 25, 2021

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

Sutter County Board of Supervisors Nevada County Board of Supervisors Yuba County Board of Supervisors Colusa County Board of Supervisors City Council, Live Oak City Council, Yuba City City Council, Colusa Duane Oliveira, General Counsel Emeritus Appeal-Democrat PEU Local #1 Judy Sanchez, City of Yuba City The Union

NOTICE OF REGULAR MEETING

September 1, 2021

You are hereby notified that the Commissioners of the Regional Housing Authority are called to meet in Regular Session at 12:15 PM on Wednesday, September 1, 2021, at Richland Neighborhood Center, 420 Miles Avenue, Yuba City, CA 95991.

> Gustavo Becerra Executive Director

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

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

September 1, 2021, 12:15 PM

- A. CALL TO ORDER: ROLL CALL
- B. PLEDGE OF ALLEGIANCE
- C. PUBLIC PARTICIPATION: Members of the public shall be provided with an opportunity to address the Board on items of interest that are within the subject matter jurisdiction of the Board. Any member of the audience who may wish to bring something before the Board that is not on the agenda may do so at this time; however, State law provides that no action may be taken on any item not appearing on the posted Agenda. Persons who wish to address the Board during public comment or with respect to an item that is on the agenda, will be limited to three (3) minutes.
- D. AWARDS AND PRESENTATIONS: NONE
- E. EXECUTIVE SESSION: May be held under California Government Code regarding pending and/or anticipated litigation, property acquisition, and/or personnel issues.
 - CLOSED SESSION: Pursuant to Section 54956.8 of the California Government Code

Conference with Real Property Negotiators Property: 1717 Highway 20, Colusa, CA 95932

Agency Negotiator: Gustavo Becerra and Beckie Flores Negotiation Parties: West Butte Realty, Mark Morris

Under negotiation: Possible Acquisition of Property (includes instructions to negotiator regarding price and terms of payment)

- F. CONSENT CALENDAR: All matters listed under Consent Calendar are considered to be routine and can be enacted in one motion. There will be no separate discussion of these items prior to the time that the Board votes on the motion unless members of the Board request specific items to be discussed or removed from the Consent Calendar for individual action.
 - 2. Approval of Minutes August 18, 2021

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G. OLD BUSINESS: Discussion/Possible Action: NONE

- H. NEW BUSINESS: Discussion/Possible Action:
 - 3. Approval of Omnibus Agreement Marco Cruz, Chief Financial Officer

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- 4. Resolution 21-1714 Approval of Purchase and Sale Agreement for 1717 Highway 20, Colusa, CA 95932 Beckie Flores, Planning and Community Development Manager
- I. ADMINISTRATIVE REPORT:
 - 5. Administrative Update Gustavo Becerra, Executive Director
- J. HOUSING COMMISSIONERS' COMMENTS:
- K. NEXT MEETING: September 15, 2021
- L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY Minutes Regular Board Meeting August 18, 2021

ITEM NO. A - CALL TO ORDER:

Chairperson Kent Boes called the meeting to order via ZOOM.

ITEM NO. A - ROLL CALL:

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

Staff present were: Executive Director Gustavo Becerra, Executive Assistant/HR Coordinator Jennifer Ruiz, Occupancy Manager Pattra Runge, Planning and Community Development Manager Beckie Flores, Operations Manager Tom Goodwin and Chief Financial Officer Marco Cruz.

ITEM NO. B. - PLEDGE OF ALLEGIANCE: DISPENSED

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D. - AWARDS AND PRESENTATIONS: NONE

ITEM NO. E.1. THROUGH E.3. - CONSENT CALENDAR:

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

Vote: Ayes: Chairperson Kent Boes, Commissioners Dan Miller, Bob Woten, Tony Kurlan, Nicholas Micheli, Denise Conrado, John Loudon, Manny Cardoza, Doug Lofton, Jeramy Chapdelaine,

Sue Hoek, Suzanne Gallaty, and Shon Harris

Nays: None Abstain: None

Absent: Vice-Chairperson Randy Fletcher

ITEM NO. F.- OLD BUSINESS: NONE

ITEM NO. G.4- APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH SUTTER-YUBA HOMELESS CONSORTIUM FOR THE NEW HUD ALLOCATION OF EMERGENCY HOUSING VOUCHERS:

Executive Director Gustavo Becerra stated this item is for the 127 Emergency Vouchers allocated to our agency from HUD to be used with the Sutter-Yuba Continuum of Care. He mentioned once the MOU is approved staff can begin to receive referrals so people can get qualified, and vouchers can be issued. Mr. Becerra said each County will receive approximately 32 vouchers each.

Commissioner Cardoza made a motion to approve the Memorandum of Understanding with Sutter-Yuba Homeless Consortium for the new HUD allocation of Emergency Housing Vouchers. Commissioner Gallaty made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Kent Boes, Commissioners Dan Miller, Bob

Woten, Tony Kurlan, Nicholas Micheli, Denise Conrado, John Loudon, Manny Cardoza, Doug Lofton, Jeramy Chapdelaine,

Sue Hoek, Suzanne Gallaty and Shon Harris

Nays: None Abstain: None

Absent: Vice-Chairperson Randy Fletcher

ITEM NO. H.5. – PLANNING AND COMMUNITY DEVELOPMENT UPDATE:

Planning and Community Development Manager Beckie Flores went over her report included in the packet. She mentioned staff continues to work with clients in Butte County for the housing rehabilitation program. Ms. Flores said the main focus has been on Disaster Recovery, but the funding provided is very difficult to move due to the various restrictions. She shared that due to the high prices in the market, there have not been any projects approved for the First Time Homebuyer program.

Ms. Flores said the remodel of the units at 476 Garden Highway continues and is hoping the final units will be completed by the end of November. She mentioned work on the new metal building that will be used as the new maintenance office continues.

Ms. Flores stated there are currently 20 projects in the works in various stages as noted in the Tax Credit Projects spreadsheet. She said five new projects have been added to her quarterly report since the last report. Ms. Flores shared staff is waiting for the HOME NOFA to come out for the Wheatland Senior Housing project. She mentioned a threshold letter was received for the Richland Village project and awards will be announced in October.

Ms. Flores said there will be a groundbreaking ceremony for the two Cedar Lane in Yuba County projects on September 2, 2021. She mentioned the ribbon cutting for the Lone Oak Apartments in Penn Valley took place yesterday.

Ms. Flores stated the following five projects are complete: New Haven Court Apartments, Kristen Court Phase II, Grass Valley Terrace, Devonshire Apartments and Lone Oak Apartments.

ITEM NO. H.8. – ADMINISTRATIVE UPDATE:

Mr. Becerra said it was good to see those who were able to attend the Lone Oak Apartments ribbon cutting yesterday. He stated, as Ms. Flores mentioned, there will be a groundbreaking ceremony for the Cedar Lane projects on September 2, 2021. Mr. Becerra shared there have been some recent staffing issues due to COVID-19.

ITEM NO. I - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Kurlan applauded the first responders, especially the firefighters, with all the current fires and has empathy for those in the fire zones.

Commissioner Miller thanked the Commissioners who were able to attend the Lone Oak Apartments ribbon cutting.

Commissioner Hoek dittoed Commissioner Miller's comments and thanked the staff that attended.

Commissioner Chapdelaine thanked staff for the hard work on the project in Penn Valley.

Commissioner Woten dittoed Commissioner Kurlan's comments. He also mentioned he hopes staff returns healthy soon.

Commissioner Gallaty said staff and firefighters are in her prayers. She said this is a challenging time and she is glad to be a part of a group that is making a difference.

Commissioner Harris thanked staff and the Commissioners for all they do.

Commissioner Micheli said he was sorry he had to miss the ribbon cutting yesterday.

Commissioner Cardoza thanked Commissioners Miller and Hoek for inviting him to the Lone Oak Apartments ribbon cutting. He also mentioned there will be an event on Saturday, August 21, 2021, at the Sam Brannan Park put on by the United Way.

Commissioner Loudon said the presentations by Mr. Becerra and Commissioner Hoek yesterday were very impressive.

ITEM NO. J.7. – CLOSED SESSION PURSUANT TO SECTION 54956.8 OF THE CALIFORNIA GOVERNMENT CODE: CONFERENCE WITH REAL PROPERTY NEGOTIATORS, PROPERTY: 1717 HIGHWAY 20, COLUSA, CA 95932; AGENCY NEOGTIATORS: GUSTAVO BECERRA AND BECKIE FLORES; NEGOTATION PARTIES: WEST BUTTE REALTY, MARK MORRIS; UNDER NEGOTIATION: POSSIBLE ACQUISITION OF PROPERTY (INCLUDES INSTRUCTIONS TO NEGOTIATOR REGARDING PRICE AND TERMS OF PAYMENT):

Legal Counsel Bordsen said the Board gave instructions to the negotiators and there is nothing to report publicly on the matter.

ITEM NO. K – NEXT MEETING: September 1, 2021

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:43 PM.

REGIONAL HOUSING AUTHORITY STAFF REPORT

Date:

September 1, 2021

To:

Board of Commissioners

From:

Marco Cruz, Chief Financial Officer

SUBJECT:

Omnibus Assignment and Assumption Agreement

Background

Through year 2020, Regional Housing Authority (RHA) and the two non-profits, Sutter Community Affordable Housing, Inc. (SCAH) and Building Better Partnerships, Inc. (BBP) have participated in the development of multiple affordable housing projects. To complete these projects RHA has provided the expertise, staffing, and advanced predevelopment costs. Currently, there is no instrument in place defining reimbursement of expenses and fee pass through from SCAH and BBP to RHA.

Agreement

Special counsel has recommended and drafted an Omnibus Assignment and Assumption Agreement to define the pass through of monies generated from the project. SCAH and BBP will have their own respective agreement with RHA. At close of each future calendar year Assignors (Schedule A) and Projects (Schedule B) will be updated to incorporate all projects to date that will possibly incur fee revenue. This agreement will assist our CPAs to define revenues for financial audit and tax return purposes.

Affordable housing projects of Town Center and Yolo-Heiken are not included on SCAH's Schedule B. Those projects already have operating agreements that define the management and financial relationship between SCAH and RHA. Heather Glenn, a BBP project, also has its own operating agreement and is not represented on BBP's Schedule B.

Recommendation

Staff recommends that Regional Housing Authority's Board of Commissioners approve the Omnibus Assignment and Assumption Agreement with Building Better Partnerships, Inc. and with Sutter Community Affordable Housing, Inc.

Prepared by:

Marco A. Cruz, Chief Financial Officer

Submitted by:

Gustavo Becerra, Executive Director

OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS OMNIBUS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of the date of each such Schedule which is attached hereto (the "Effective Date") by and among Regional Housing Authority, a public body corporate and politic ("Assignee") and each Assignor (as shown on the signature page attached to each Schedule A (defined below)). Assignor and Assignee are referred to herein collectively as the "Parties" or individually a "Party." Capitalized terms used but not defined herein shall have the meanings given to them in the project documents identified below (as may be amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Project Documents").

WITNESSESTH:

WHEREAS, each Assignor is either an affiliate of or related to the Assignee;

WHEREAS, each Assignor has entered into certain Project Documents, including, without limitation, an amended and restated limited partnership agreement or amended and restated operating agreement, development services agreement, incentive management fee agreement, company or partnership management fee agreement, asset management agreement or other services agreement, related to an affordable housing project (the "Project") which provide for payment of fees and/or distributions of cash flow or sales proceeds to each Assignor (collectively, "Assigned Interests");

WHEREAS, the Parties agree that the personnel who have the skill, experience and qualifications required to perform the services to earn the income related to each Assigned Interests ("Assigned Interests Income") are employed by the Assignee;

WHEREAS, the Parties agree that the Assigned Interests Income will be realized solely through the efforts of the Assignee personnel and that the underlying Assigned Interests Income is more fairly allocable to the Assignee which is the party which will provide the services to earn the Assigned Interests Income;

WHEREAS, the Parties agree that each Assignor, Project, Assigned Interest and Assigned Interest Income shall be tracked on a calendar year basis beginning with calendar year 2020 and all preceding applicable calendar years, e.g., 2020 Schedule A attached hereto showing the Parties signatures for Projects closed prior to calendar year 2021 and 2020 Schedule B attached hereto listing the Assignors, Projects and Assigned Interests related to Projects closed prior to calendar year 2021 which shall collectively represent the "Schedule" for all Projects closed prior to calendar year 2021); and

WHEREAS, the Parties agree that a new Schedule A and B will be signed and filled out for each Project closed in each such calendar year subsequent to 2020 in which the relevant Parties enter into Project Documents with related Assigned Interests to be assigned to Assignee for said calendar year and each new Schedule A and B for each such calendar year shall be attached to this Agreement.

NOW THEREFORE, for and in consideration of \$10.00, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually agree and covenants as follows:

- 1. The foregoing recitals are incorporated herein.
- 2. Each of the Parties hereto consents to each Schedule, attached hereto to which it is a party, as of the Effective Date of each such Schedule.
- 3. Each Assignor listed on a Schedule attached hereto hereby assigns, designates and transfers to the Assignee, all rights to such Assignor's Assigned Interests Income arising under or in connection with such Assignor's Project Documents, and the Assignor accepts such assignment of said Assigned Interests Income and the assumption of obligations of each respective Assigned Interests as provided for in said Project Documents.
- 4. Each Assignor acknowledges and agrees that the Assignee has and will continue to incur costs and expenses related to the oversight of each Assignor's operations and assets and coordinating the preparation of any required housing agency, federal, state, and local tax and other required filings and financial reports. In order to compensate the Assignee for the foregoing services, each Assignor agrees to pay the Assignee an annual amount to be paid on or before April 1 which will represent fair and reasonable payment for services rendered and/or reimbursement of Assignee's costs and expenses incurred on behalf of such Assignor related to the prior calendar year. The annual fee shall be in the amount of 90% of the Assignor's remaining cash balance on December 31 of said prior calendar year after payment of all such Assignor's expenses for such prior calendar year as determined by the accountants which prepare the Assignor's financial statements.
- 5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one fully-executed instrument.
- 6. This Agreement constitutes the final understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements among the Parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of each Party to be bound thereby.
- 7. The foregoing terms are effective for each calendar year(s) as designated on each Schedule A and B and to the extent any transfer of cash or payment to or between the Assignor and Assignee related to the Project Documents has heretofore been taken, executed, delivered or performed by a Party during such calendar year, the same is hereby ratified and affirmed as being subject to the terms of this Agreement.
- 8. This Agreement will inure to the benefit of, and will be binding upon, each Party's successors and assigns.
- 9. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.

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2020 SCHEDULE A

-Signature Page-

Effective for Calendar Year ending December 31, 2020

ASSIGNEE

REGIONAL HOUSING AUTHORITY

By:	
	Gustavo Becerra
Title:	Executive Director
ASSIC	SNOR(S)
BRIIN	SWICK-BBP, LLC,
	Ornia limited liability company
a Calli	offina minited hability company
By:	Building Better Partnerships, Inc.,
2).	a California non-profit public benefit corporation
Its:	Manager
	2
	By:
	Name: Gustavo Becerra
	Its: President
DEVO	NSHIRE-BBP, LLC,
a Calif	ornia limited liability company
	• •
By:	Building Better Partnerships, Inc.,
	a California non-profit public benefit corporation
Its:	Manager
	By:
	Name: Gustavo Becerra
	Its: President

LONE OAK I-BBP, LLC,

a California limited liability company

By:

Building Better Partnerships, Inc.,

a California non-profit public benefit corporation

Its:

Manager

By:

Name: Gustavo Becerra

Its:

President

GRASS VALLEY TERRACE-BBP, LLC,

a California limited liability company

By:

Building Better Partnerships, Inc.,

a California non-profit public benefit corporation

Its:

Manager

By:

Name: Gustavo Becerra

Its:

President

BUILDING BETTER PARTNERSHIPS, INC.,

a California non-profit public benefit corporation

By:

Name: Gustavo Becerra

Its:

President

2020 SCHEDULE B

-Assignor and Project Listing-

Assignor	Project
BRUNSWICK-BBP, LLC	Brunswick Commons
DEVONSHIRE-BBP, LLC	Colusa Devonshire
LONE OAK I-BBP, LLC	Lone Oak Senior
GRASS VALLEY TERRACE-BBP, LLC	Grass Valley Terrace
BUILDING BETTER PARTNERSHIPS,	1. Brunswick Commons
INC.	2. Colusa Devonshire
	3. Lone Oak Senior
	4. Grass Valley Terrace

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WITNESSESTH:

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WHEREAS, the Parties agree that the Assigned Interests Income will be realized solely through the efforts of the Assignee personnel and that the underlying Assigned Interests Income is more fairly allocable to the Assignee which is the party which will provide the services to earn the Assigned Interests Income;

WHEREAS, the Parties agree that each Assignor, Project, Assigned Interest and Assigned Interest Income shall be tracked on a calendar year basis beginning with calendar year 2020 and all preceding applicable calendar years, e.g., 2020 Schedule A attached hereto showing the Parties signatures for Projects closed prior to calendar year 2021 and 2020 Schedule B attached hereto listing the Assignors, Projects and Assigned Interests related to Projects closed prior to calendar year 2021 which shall collectively represent the "Schedule" for all Projects closed prior to calendar year 2021); and

WHEREAS, the Parties agree that a new Schedule A and B will be signed and filled out for each Project closed in each such calendar year subsequent to 2020 in which the relevant Parties enter into Project Documents with related Assigned Interests to be assigned to Assignee for said calendar year and each new Schedule A and B for each such calendar year shall be attached to this Agreement.

NOW THEREFORE, for and in consideration of \$10.00, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties mutually agree and covenants as follows:

- 1. The foregoing recitals are incorporated herein.
- 2. Each of the Parties hereto consents to each Schedule, attached hereto to which it is a party, as of the Effective Date of each such Schedule.
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- 4. Each Assignor acknowledges and agrees that the Assignee has and will continue to incur costs and expenses related to the oversight of each Assignor's operations and assets and coordinating the preparation of any required housing agency, federal, state, and local tax and other required filings and financial reports. In order to compensate the Assignee for the foregoing services, each Assignor agrees to pay the Assignee an annual amount to be paid on or before April 1 which will represent fair and reasonable payment for services rendered and/or reimbursement of Assignee's costs and expenses incurred on behalf of such Assignor related to the prior calendar year. The annual fee shall be in the amount of 90% of the Assignor's remaining cash balance on December 31 of said prior calendar year after payment of all such Assignor's expenses for such prior calendar year as determined by the accountants which prepare the Assignor's financial statements.
- 5. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one fully-executed instrument.
- 6. This Agreement constitutes the final understanding and agreement among the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements among the Parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of each Party to be bound thereby.
- 7. The foregoing terms are effective for each calendar year(s) as designated on each Schedule A and B and to the extent any transfer of cash or payment to or between the Assignor and Assignee related to the Project Documents has heretofore been taken, executed, delivered or performed by a Party during such calendar year, the same is hereby ratified and affirmed as being subject to the terms of this Agreement.
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- 9. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California.

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2020 SCHEDULE A

-Signature Page-

Effective for Calendar Year ending December 31, 2020

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REGIONAL HOUSING AUTHORITY

	Gustavo Becerra Executive Director
ASSIG	NOR(S)
	HAVEN-SCAH, LLC, ornia limited liability company
By: Its:	Sutter Community Affordable Housing, a California non-profit public benefit corporation Manager
	By: Name: Brynda Stranix Its: President
	ER COMMUNITY AFFORDABLE HOUSING, ornia non-profit public benefit corporation
By:	
Name:	Brynda Stranix
Its:	President

2020 SCHEDULE B

-Assignor and Project Listing-

Assignor	Project
NEW HAVEN-SCAH, LLC	New Haven
SUTTER COMMUNITY	New Haven
AFFORDABLE HOUSING	Maple Park Phase 1
	Kristen Court Phase 1
	Kristen Court Phase 2