

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

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September 28, 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

October 6, 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, October 6, 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

October 6, 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:
 - Family Self-Sufficiency Graduate Kelsey Foster
 Josie Alcaraz, FSS Coordinator
 - 2. Family Self-Sufficiency Graduate Hinda Corse Josie Alcaraz, FSS Coordinator
- 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 September 15, 2021
 - Resolution 21-1718 Family Self-Sufficiency Graduate Kelsey Foster pg. 3

pg. 1

- 5. Resolution 21-1719 Family Self-Sufficiency Graduate Hinda Corse pg. 4
- F. OLD BUSINESS: Discussion/Possible Action: NONE

- G. NEW BUSINESS: Discussion/Possible Action:
 - 6. Approval of the HUD Fair Housing VCA
 Gustavo Becerra, Executive Director
 - Resolution 21-1720 Authorization to Refinance the Loan for Kingwood Commons Located at 1340 Gray Avenue, Yuba City, CA Marco Cruz, Chief Financial Officer

pg. 5

- 8. Resolution 21-1721 Authorization to Refinance the Loan for pg. 24 the Administrative Building Located at 1455 Butte House Road, Yuba City, CA

 Marco Cruz, Chief Financial Officer
- Approval of Board's Recommendation on How to Hold Board pg. 28
 Meetings With Extended Waiver of the Brown Act
 Gustavo Becerra, Executive Director
- H. ADMINISTRATIVE REPORT:
 - 10. Administrative Update

Gustavo Becerra, Executive Director

I. EXECUTIVE SESSION:

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

11. CLOSED SESSION: Pursuant to Section 54957 of the California Government Code

Public Employee Performance Evaluation: Executive Director

- I. HOUSING COMMISSIONERS' COMMENTS:
- K. NEXT MEETING: October 20, 2021
- L. ADJOURNMENT:

REGIONAL HOUSING AUTHORITY Minutes Regular Board Meeting September 15, 2021

ITEM NO. A - CALL TO ORDER:

Chairperson Kent Boes called the meeting to order.

ITEM NO. A - ROLL CALL:

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

<u>ITEM NO. B. – PLEDGE OF ALLEGIANCE:</u>

Chairperson Boes led the pledge of allegiance.

ITEM NO. C. – PUBLIC PARTICIPATION: NONE

ITEM NO. D. - AWARDS AND PRESENTATIONS: NONE

ITEM NO. E.1-4. - CONSENT CALENDAR:

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

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher,

Commissioners Dan Miller, Bob Woten, Manny Cardoza,

John Loudon, Shon Harris, and Suzanne Gallaty

Nays: None Abstain: None

Absent: Commissioners Tony Kurlan, Nicholas Micheli, Doug

Lofton, Jeramy Chapdelaine, Sue Hoek, and Denise

Conrado

ITEM NO. F.- OLD BUSINESS: NONE

ITEM NO. G.5- ACCEPTANCE OF AUDIT FOR FYE 2021 INTO RECORD:

Chief Financial Officer Marco Cruz went over the audit provided in the packet and said it went great. He stated there were no material weaknesses identified and the Authority complied in all material aspects with the types of compliance requirements on each of the major federal

programs. Mr. Cruz said this is the second year of having a low-risk designation. He shared he is happy with the financial status of the Housing Authority. Mr. Cruz mentioned having a successful audit is a team effort.

Chairperson Boes said staff did a fantastic job.

Commissioner Cardoza made a motion to accept the audit for FYE 2021 into record. Commissioner Gallaty made the second. The following roll call vote was taken:

Vote: Ayes: Chairperson Kent Boes, Vice-Chairperson Randy Fletcher, Commissioners Dan Miller, Bob Woten, Manny Cardoza, John Loudon, Shon Harris, and Suzanne Gallaty

> Nays: None Abstain: None

Absent: Commissioners Tony Kurlan, Nicholas Micheli, Doug

Lofton, Jeramy Chapdelaine, Sue Hoek, and Denise

Conrado

ITEM NO. H.6. – ADMINISTRATIVE UPDATE:

Executive Director Gustavo Becerra said the financial position is getting better and better and thanked staff. He also passed out information regarding AB 361, a waiver for the Brown Act allowing the meetings to take place virtually. He mentioned the Board had previously approved to have the meetings virtually with quarterly meetings held in person.

Mr. Becerra said the property in Colusa is currently in escrow and on target to close by October 1, 2021.

<u>ITEM NO. I – EXECUTIVE SESSION:</u> NONE

ITEM NO. J - HOUSING COMMISSIONERS' COMMENTS:

Commissioner Cardoza mentioned the rodeo will be held this coming weekend in Marysville.

Commissioner Woten stated Live Oak will be having their annual Fall Festival this Saturday, September 18, 2021.

ITEM NO. K – NEXT MEETING: October 6, 2021

ITEM NO. L - ADJOURNMENT: The meeting was adjourned at 12:42 PM.



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RESOLUTION 21-1718

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Kelsey Foster

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

WHEREAS, Kelsey Foster started in this program on 04/01/2020 and set goals for herself to become independent of government assistance; and happy.

WHEREAS, Kelsey Foster met her goals by 09/30/2021 and received sufficient earned income to generate an escrow account in the amount of \$5,101.15; and

WHEREAS, Kelsey Foster has now "graduated" from the FSS program;

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

This Resolution was approved at the regular meeting of the Board of Commissioners, this 6 day of October 2021.

Chairperson	Kent Boes



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RESOLUTION 21-1719

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY EXPRESSING RECOGNITION OF THE ACHIEVEMENTS OF Hinda Corse

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

WHEREAS, Hinda Corse started in this program on 01/01/2019 and set goals for herself to become independent of government assistance; and happy.

WHEREAS, Hinda Corse met her goals by 06/09/2021 and received sufficient earned income to generate an escrow account in the amount of \$4,951.70; and

WHEREAS, Hinda Corse has now "graduated" from the FSS program;

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

This Resolution was approved at the regular meeting of the Board of Commissioners, this 6 day of October 2021.

Chairperson Kent Boes	



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Crystal Jones Rizzo Modicue Complainants

and

Regional Housing Authority Respondent/Recipient

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act) and
Title VI of the Civil Rights Act of 1964

Approved by the FHEO Regional Director on behalf of the United States Department of Housing and Urban Development

FHEO CASE NUMBERS: 09-20-0207-8 and 09-20-0207-6 FHEO CASE NAME: Jones, Crystal v. Regional Housing Authority DATE FILED: March 30, 2020

Effective Date of Agreement:	
Expiration Date of Agreement:	

A. Parties and Subject Property

Complainants

Crystal Jones P.O. Box 418071 Sacramento, CA 95841

Rizzo Modicue P.O. Box 418071 Sacramento, CA 95841

Respondent/Recipient

Regional Housing Authority 1455 Butte House Road Yuba City, CA 95993

B. Statement of Facts

On March 30, 2020, Crystal Jones and Rizzo Modicue ("Complainants") filed a complaint with the United States Department of Housing and Urban Development ("HUD" or "the Department") alleging that the Regional Housing Authority ("Respondent/Recipient") violated subsections 804(a) and 804(b) of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.) ("the Act") by only permitting persons who lived within Respondent/Recipient's service area to apply to be placed on the waiting list for its Housing Choice Voucher program. The complaint also alleged noncompliance with Title VI of the Civil Rights Act of 1964 ("Title VI"). This Conciliation/Voluntary Compliance Agreement resolves the complaint under the Act and Title VI.

Respondent/Recipient denies discriminating against Complainants and any non-compliance with Title VI, but agrees to settle the claims alleged in the complaint by entering into this Conciliation/Voluntary Compliance Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainants, named above, and Respondent/Recipient, named above, and a Voluntary Compliance Agreement between the Department and said Respondent/Recipient. As specifically stated herein, this Conciliation/Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties for a period of four (4) years from the Effective Date of the Agreement, unless the Department determines that the Voluntary Compliance Agreement must be revised or extended based on its review of the programmatic data submitted by Respondent/Recipient throughout the compliance period and notifies Respondent/Recipient to this effect prior to the expiration date.

a. It is understood that Respondent/Recipient is removing its public housing units from the Department's public housing program pursuant to the Section 22 Streamlined Voluntary Conversion process. The requirements set forth below relating to Respondent/Recipient's public housing program shall expire on the date on which all public housing units have been converted, if earlier than the expiration date of this Agreement.

D. Effective Date

- 2. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Title VI, unless and until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity ("FHEO") Director or his designee.
- 3. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or his designee ("Effective Date").

E. Definitions

- 4. The following definitions apply to this Agreement:
 - a. "Administrative Plan" shall mean the written plan that establishes Respondent/Recipient's policies with respect to its Housing Choice Voucher and Project-Based Voucher programs in accordance with the Department's regulations.
 - b. "ACOP" shall mean the written Admissions and Continued Occupancy Policy that establishes Respondent/Recipient's policies with respect to its Public Housing program in accordance with the Department's regulations.
 - c. "HCV" shall mean the Housing Choice Voucher program, also known as Section 8, currently administered by Respondent/Recipient.
 - d. "PBV" shall mean the Project-Based Voucher program currently administered by Respondent/Recipient.
 - e. "PH" shall mean the Public Housing program currently administered by Respondent/Recipient.

F. General Provisions

- 5. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
- 6. It is understood that Respondent/Recipient denies any violation of the law and that this Agreement does not constitute an admission by Respondent/Recipient, nor

evidence of a determination by the Department of any violation of the Act, Title VI, or any other law.

- 7. Respondent/Recipient acknowledges that it has an affirmative duty not to discriminate under the Act, Title VI, and other Authorities. Respondent/Recipient acknowledges that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act, Title VI, and other Authorities. Respondent/Recipient further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
- 8. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document. It is understood that the signature of Gustavo Becerra, Executive Director, is made with the authority and on behalf of Respondent/Recipient.
- 9. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondent/Recipient, its employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with Respondent/Recipient in the ownership or operation of the Public Housing Authority.
- 10. It is understood that pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his designee, it is a public document.
- 11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondent/Recipient made pursuant to the Act, Title VI, or any other complaint within the Department's jurisdiction.
- 12. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee.

G. Mutual Releases

13. Complainants hereby forever waive, release, and covenant not to sue the Department, Respondent/Recipient, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case numbers 09-20-0207-8 and 09-20-0207-6 or which could have been filed in any action or suit arising from said subject matter.

14. Respondent/Recipient hereby forever waives, releases, and covenants not to sue the Department or Complainants, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case numbers 09-20-0207-8 and 09-20-0207-6 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

- 15. Respondent/Recipient shall issue Complainants a Housing Choice Voucher ("voucher"), provided that they are eligible for the program. Within fourteen (14) business days of the Effective Date of this Agreement, Respondent/Recipient shall contact Complainants to begin the eligibility screening process.

 Respondent/Recipient shall determine Complainants' eligibility according to its established procedures, and if it is determined that Complainants are eligible, issue the voucher no later than sixty (60) days from the Effective Date of this Agreement. Complainants acknowledge that it is their obligation to provide Respondent/Recipient with all information needed to establish their eligibility, and that a failure to do so may delay the receipt of a voucher or result in them being found ineligible for the program.
 - a. Complainants acknowledge that, in accordance with Respondent/Recipient's Administrative Plan, Complainants must use the voucher to lease a unit within Respondent/Recipient's jurisdiction for at least 12 months before they may be permitted to port their voucher to another jurisdiction.

To show compliance with paragraph G15, Respondent/Recipient shall provide the Department with a copy of the voucher within sixty (60) days of the Effective Date of this Agreement. If Respondent/Recipient finds that Complainants are ineligible for the program, Respondent/Recipient shall provide the Department with a statement explaining why Complainants are ineligible, along with supporting evidence, within sixty (60) days of the Effective Date of this Agreement. Documentation shall be sent to the email address specified in paragraph N34 below.

H. Relief in the Public Interest - Affirmative Marketing

16. Respondent/Recipient shall analyze the demographics of applicants and participants in its HCV, PBV and PH programs for any under-representation of racial and ethnic groups prior to opening any HCV, PBV or PH waiting list. "Under-representation" is defined for the purposes of compliance with this Agreement as a participation rate in any funded activity wherein the participation rate for an individual racial or ethnic group is less than the group's representation among the general population in the housing market area or less than the group's representation on the program's

waiting list. Respondent/Recipient shall further devise and implement affirmative marketing strategies to attract under-represented groups to its programs.

To show compliance with paragraph H16, Respondent/Recipient shall submit to the Department a list of the dates on which each HCV, PBV and/or PH waiting list was opened, documentation that it conducted a demographic analysis prior to opening each waiting list, copies of any marketing materials and a list of where they were published and/or distributed. Documentation shall be submitted to the Department on the first, second, third and fourth anniversaries of the Effective Date of this Agreement and shall be sent to the email address specified in paragraph N34 below.

17. It is understood that prior to the execution of this Agreement, Respondent/Recipient conducted affirmative marketing to residents of Sacramento and Yolo Counties when opening its HCV waiting list on June 30, 2021.

To show compliance with paragraph H17, prior to the execution of this Agreement, Respondent/Recipient submitted to the Department copies of its marketing materials and a list of where they were distributed.

18. Respondent/Recipient shall clearly list all open waiting lists, along with information on how to apply, both in English and Spanish, on the landing page for www.regionalha.org.

To show compliance with paragraph H18, Respondent/Recipient shall submit to the Department screenshots of its website depicting any announcements of open waiting lists. Documentation shall be submitted to the Department on the first, second, third and fourth anniversaries of the Effective Date of this Agreement and shall be sent to the email address specified in paragraph N34 below.

19. It is understood that prior to the execution of this Agreement, Respondent/Recipient modified its Administrative Plan and ACOP to specify that waiting lists shall not be opened solely for households who live within Respondent/Recipient's four-county service area, or any portion thereof.

To show compliance with paragraph H19, prior to the execution of this Agreement, Respondent/Recipient submitted to the Department copies of its modified Administrative Plan and ACOP.

I. Relief in the Public Interest - Residency Preference

20. It is understood that prior to the execution of this Agreement, Respondent/Recipient modified its Administrative Plan and ACOP to discontinue its use of a residency preference in its HCV and PH programs.

To show compliance with paragraph I20, prior to the execution of this Agreement, Respondent/Recipient submitted to the Department copies of its modified

Administrative Plan and ACOP.

21. It is understood that prior to the execution of this Agreement, Respondent/Recipient modified its Administrative Plan so that the residency preference used in its PBV program complies with 24 CFR 982.207(b)(1)(v), which requires that any residency preference be extended to persons who work or have been hired to work in the residency preference area.

To show compliance with paragraph I21, prior to the execution of this Agreement, Respondent/Recipient submitted to the Department a copy of its modified Administrative Plan.

22. Respondent/Recipient shall update its current waiting lists to reflect the changes made to the Administrative Plan and ACOP pursuant to paragraphs I20 and I21.

To show compliance with paragraph I22, Respondent/Recipient shall submit to the Department, at the email address specified in paragraph N34 below, copies of its updated waiting lists within one hundred and fifty (150) days of the Effective Date of this Agreement.

23. Respondent/Recipient acknowledges that the Department's approval of this Agreement does not constitute an affirmation by the Department that Respondent/Recipient's updated preference system complies with Title VI or the Act, and that Respondent/Recipient has an affirmative obligation to continuously monitor its programs in accordance with Title VI and the Department's regulations set forth at 24 CFR Part 1 *et seq.* so as to ensure that its criteria and methods of administration do not have the effect of subjecting persons to discrimination because of their race, color, or national origin.

J. Relief in the Public Interest - Applications

24. Respondent/Recipient shall update all paper and online applications to clearly define who qualifies as disabled and elderly, and to state that applicants for the HCV and PBV programs must submit proof that they qualify for a preference in order to be awarded the preference, and provide examples of documents that would qualify as proof. This notice shall include an e-mail and mailing address where applicants can submit proof of qualification.

To show compliance with paragraph J24, Respondent/Recipient shall submit to the Department, at the email address specified in paragraph N34 below, copies of its updated applications within sixty (60) days of the Effective Date of this Agreement.

25. Respondent/Recipient shall modify any letters it sends to applicants for the HCV and PBV programs regarding the status of their application, including any emails sent by the online application system, to identify which preferences an applicant has been awarded and to state that applicants who have not been awarded preferences

for which they believe they qualify must submit proof of qualification before being awarded the preference. The letters shall include an email and mailing address where applicants can submit proof of qualification.

To show compliance with paragraph I25, Respondent/Recipient shall submit to the Department, at the email address specified in paragraph N34 below, copies of any updated letters and emails within sixty (60) days of the Effective Date of this Agreement.

26. Respondent/Recipient shall update all paper and online applications to reflect the changes made to the Administrative Plan and ACOP pursuant to paragraphs I20 and I21.

To show compliance with paragraph J26, Respondent/Recipient shall submit to the Department, at the email address specified in paragraph N34 below, a copy of its updated applications within one hundred and twenty (120) days of the Effective Date of this Agreement.

K. Relief in the Public Interest - Waiting List Administration

27. Respondent/Recipient shall close its HCV, PBV and PH waiting lists when the estimated waiting period for housing assistance for applicants on the list reaches twenty-four (24) months for the most current applicants, as stated in Section 4-II.C of its Administrative Plan and ACOP.

To show compliance with paragraph K27, Respondent/Recipient shall submit to the Department the dates on which it opened and closed its waiting lists. Documentation shall be submitted to the Department on the first, second, third and fourth anniversaries of the Effective Date of this Agreement and shall be sent to the email address specified in paragraph N34 below.

28. Respondent/Recipient shall implement a policy, to be included in the Administrative Plan and ACOP, whereby Respondent/Recipient shall process applicants from its HCV, PBV and PH waiting lists who applied during an earlier open waiting list period before processing applicants who were placed on the waiting list during a later opening period. For example, applicants who applied during open period A will be processed first, and when that pool of applicants has been exhausted, Respondent/Recipient will then process applicants who applied during open period B, and so on.

To show compliance with paragraph K28, Respondent/Recipient shall submit to the Department, at the email address specified in paragraph N34 below, a copy of its updated Administrative Plan and ACOP within one hundred and twenty (120) days of the Effective Date of this Agreement.

- 29. Respondent/Recipient agrees to process applicants currently on its waiting lists in the following order:
 - a. Applicants added to the PH waiting lists on or before December 21, 2018 shall be processed first, followed by applicants added to the waiting lists between January 1, 2019 and September 17, 2020, and then the remaining applicants according to the policy set forth in paragraph K28 above. Within each group, applicants shall be selected according to the ACOP.
 - b. Applicants added to the Yolo PBV Program waiting lists in 2015 shall be processed first, followed by applicants added to the waiting lists in 2019, and then the remaining applicants according to the policy set forth in paragraph K28 above. Within each group, applicants shall be selected according to the Administrative Plan.
 - c. Applicants added to the Stony Creek Senior Apartments Phase II waiting list on or before October 21, 2019 shall be processed first, followed by applicants added to the waiting list during the open period beginning on December 9, 2019, and then the remaining applicants according to the policy set forth in paragraph K28 above. Within each group, applicants shall be selected according to the Administrative Plan.
 - d. Applicants added to the Maple Park Phase II waiting list for a 1-bedroom unit on or before May 1, 2019 shall be processed first, followed by applicants added between May 2, 2019 and October 31, 2019, then applicants added to the waiting list during the open period beginning on December 9, 2019, and then the remaining applicants according to the policy set forth in paragraph K28 above. Within each group, applicants shall be selected according to the Administrative Plan.
 - e. Applicants who were added to the Maple Park Phase I, Kingwood Commons, Percy Avenue Apartments, and Courtyard at Penn Valley waiting lists prior to the Effective Date of this Agreement shall be processed first and according to the date and time of application. Applicants who were added to these waiting lists after the Effective Date of this Agreement shall then be processed according to the policy set forth in paragraph K28 above and the Administrative Plan.
 - f. Applicants who have been added to the Truckee Artist Loft, Grass Valley Terrace, and Devonshire waiting lists shall be processed according to the policy set forth in paragraph K28 above and the Administrative Plan.

To show compliance with paragraph K29, Respondent/Recipient shall submit to the Department copies of its current waiting lists and participant lists for the HCV, PH and PBV programs, along with a list of those applicants who were selected from each waiting list during the preceding twelve (12) months. For each applicant or participant, the list shall include: name, date placed on waiting list, date selected from waiting list, date admitted to the program (when applicable), race, ethnicity, elderly status, disability status, and preferences awarded. Documentation shall be submitted to the Department on the first, second, third and fourth anniversaries of the Effective Date of this Agreement and shall be sent to the email address specified

in paragraph N34 below.

L. Relief in the Public Interest - Additional Terms

- 30. Respondent/Recipient acknowledges that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability and agrees to refrain from discriminating against any person on the basis of race, national origin, color, disability, sex, religion, and familial status as protected under federal law.
- 31. Respondent/Recipient acknowledges that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act, and further agrees to refrain from engaging in such activities.
- 32. Respondent/Recipient acknowledges that Title VI prohibits discrimination on the basis of race, color, or national origin in programs that receive federal financial assistance. Respondent/Recipient acknowledges that it receives federal financial assistance and is obligated, and agrees, to comply with Title VI and the Department's regulations set forth at 24 CFR Part 1 *et seq*.

M. Monitoring

33. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondent/Recipient's property, interview witnesses, and copy pertinent records of the Respondent/Recipient. Respondent/Recipient agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

N. Reporting and Record Keeping

34. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted via e-mail to Stephanie Rabiner at stephanie.k.rabiner@hud.gov.

O. Consequences of Breach

- 35. Respondent/Recipient understands that if the Department has reasonable cause to believe that Respondent/Recipient has breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).
- 36. Respondent/Recipient understands further that failure by Respondent/Recipient to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to the Act, Title VI, or any other Authority within the

Conciliation Agreement/Voluntary Compliance Agreement Jones, Crystal v. Regional Housing Authority Case Nos. 09-20-0207-8, 09-20-0207-6

Department's jurisdiction.

RESPONDENT/RECIPIENT'S SIGNATURE PAGE

This signature attests to	the approval and	l acceptance of thi	s Agreement.
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Gustavo Becerra	Date
On behalf of Respondent/Recipient	
Regional Housing Authority	

APPROVAL and Execution of Voluntary Compliance Agreement

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of this Voluntary Compliance Agreement.

Kenneth J. Carroll	Date
Regional Director	
Office of Fair Housing and Equal Opportunity (FHEO)	

REGIONAL HOUSING AUTHORITY STAFF REPORT

Date:

October 6, 2021

To:

Board of Commissioners

From:

Marco Cruz - Chief Financial Officer

Subject:

Debt Refinance Approvals

Kingwood Commons: \$2,217,000 Administrative Building: \$652,000

Background

With mortgage rates at historic lows, Regional Housing Authority (RHA) staff has reached out to its two banking partners to refinance current debt. Staff negotiated with both Tri Counties Bank and River Valley Community Bank (RVCB) and have selected RVCB to refinance our two loans. The RVCB rates are currently locked pending Board approval.

Kingwood Commons

The Kingwood Commons apartment complex (64 units) has three years remaining on a 10-year loan with River Valley Community Bank (RVCB). The loan is amortized over 30 years and has a variable rate currently set at 5.00%. The balloon payment will occur in December 2024. RHA's purpose to refinance is to reduce cash outflows for debt service to perform necessary capital improvements on various units. RVCB's proposal is a 15-year loan amortized over 30 years. The initial 10-year rate is 3.8%.

Administrative Office

The Administrative Office has 15 years remaining on a 25-year loan with Tri Counties Bank. The loan is amortized over 25 years and has a variable rate currently set at 5.75%. RHA's purpose to refinance is to reduce interest expense and accelerate payoff of the building. RVCB's proposal is a 10-year loan amortized over 10 years. The rate is fixed at 3.5% over the life of the loan.

	Administra (\$652	tive Office ,000)		Kingwood C (\$2,217,	
	Current	Proposed		Current	Proposed
Interest Rate	5.75%	3.50%	Interest Rate	5.00%	3.80%
Term (Remaining)	15	10	Term (Remaining)	23	30
Fees	N/A	\$13,582	Fees	N/A	\$12,422
Interest	\$320,153	\$124,221	10 Year Interest	\$953,502	\$761,615
Savings (minus Fees)	,	\$182,350	10-year Savings (minus Fees)		\$179,465

Recommendation

Staff recommends that the Board of Commissioners approve resolutions 21-1720 and 21-1721 to refinance the Kingwood Commons and Administrative Office loans respectively.

Prepared by:

Submitted by:

Marco Cruz, Chief Financial Officer

Gustavo Becerra, Executive Director



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RESOLUTION NO. 21-1720

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY HEREBY AUTHORIZING THE REFINANCE OF THE LOAN FOR KINGWOOD COMMONS LOCATED AT 1340 GRAY AVE., YUBA CITY, CA, WITH RIVER VALLEY COMMUNITY BANK

WHEREAS, the Regional Housing Authority (hereinafter "the Authority") is a Public Housing Authority organized and existing under the laws of the State of California; and

WHEREAS, the Authority is the owner of record of the property Kingwood Commons located at 1340 Gray Ave., Yuba City, CA; and

WHEREAS, Kingwood Commons currently has a loan with River Valley Community Bank (hereinafter "the Bank"); and

WHEREAS, the Regional Housing Authority, acting through its Board of Commissioners, having the authority to enter into this contract, desires to accept the proposal submitted by the Bank to refinance the current Kingwood Commons' loan.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Regional Housing Authority hereby deems that it is in the best interest of the Authority to approve the Bank's proposal to refinance the current loan; and

BE IT FURTHER RESOLVED THAT the Board of Commissioners accepts the Bank's proposal to refinance the current Kingwood Commons' loan.

BE IT FURTHER RESOLVED THAT the Board of Commissioners authorizes the Executive Director to sign any and all documents necessary to consummate the refinance of the Kingwood Commons' loan.

BE IT FURTHER RESOLVED THAT this Resolution shall be effective as of October 6, 2021 when the Board of Commissioners initially approved to refinance the Kingwood Commons loan at a meeting duly noticed and at which a quorum of the Board of Commissioners was present.



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PASSED AND ADOPTED this 6 th day of October, 2021 by the following votes:
AYES:
NOES:
ABSTAINED:
ABSENT:
Kent Boes, Chairperson
CERTIFICATION
I, Jennifer Ruiz, Board Clerk of the Regional Housing Authority attests or certifies, as a witness to a board meeting held on October 6, 2021 and swears or confirms that the foregoing information in this resolution is true and correct and has not been altered or amended.
By: Jennifer Ruiz, Board Clerk of Regional Housing Authority



Local banking, done right.

Yuba City Office

1629 Colusa Ave. Yuba City, CA 95993 (530)755-0418

Grass Valley Office

580 Brunswick Rd. Grass Valley, CA 95945 (530)798-2690 **Auburn Office**

1629 Colusa Ave. Yuba City, CA 95993 (530)537-2850

Marysville Office

904 B Street Marysville, CA 95901 (530)755-0418

Monday, September 20, 2021

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

Commercial Real Estate Refinance Kingwood Commons APN: 51-040-004 1340 Gray Avenue Yuba City, CA 95991

Gustavo Becerra and Marco Cruz,

Thank you for choosing River Valley Community Bank (RVCB). The following information is provided as a general overview of the terms and conditions for the loan being proposed. This is for discussion purposes only. This proposal is subject to fulfillment of the River Valley Community Bank normal credit approval process. Additional terms and conditions will be included with the loan documentation.

Borrowers:

Regional Housing Authority of Sutter and Nevada Counties

Loan Purpose:

Commercial Real Estate Rewrite (Change in Terms)

Loan Amount:

\$2,216,992

Source and Use of Funds: See table below.

Description	Total	Loan	Borrower
1340 Gray Avenue	\$ 2,216,992	\$2,216,992	\$ -
Bank Fee - (0.25% of Bank Loan + Doc and Admin Fees)	5,922	-	5,922
Estimated Reports (Appraisal & Environmental)	6,500	_	6,500
Estimated Closing Cost (Title & Escrow)	-	· ·	-
Total	\$ 2,229,415	\$2,216,992	\$ 12,422

Loan Fee:

\$5,922 (0.25% of loan amount plus document and admin fees.)

Term:

15 Years

Amortization:

30 years (appraisal must indicate, at minimum, a 30-year remaining economic life)

Interest Rate:

Initial interest rate fixed for ten (10) years will be 3.8%. Commencing at the beginning of year eleven

(11) the rate will be adjusted, and fix, to the then current 5-yr CMT plus a margin of 3.00%.

Page 1 of 2

^{*}This letter is confidential, and its contents are reserved for the addressee only. *

Rate Lock:

The initial interest rate of 3.8% noted above may be locked for 60 days upon receipt of the deposit discussed below. This letter must be signed and returned not later than September 22, 2021, along

with the deposit, to obtain this rate lock.

Floor Rate:

Loan has a minimum rate equal to the start rate of 3.8%.

Repayment Terms:

Principal and interest payments, due monthly, based on a 30-year amortization. Interest is

computed on a 365/360-day simple interest basis.

Prepayment Penalty:

5% in year 1, 4% in year 2, 3% in year 3, 2% in year 4, 1% in year 5.

Pre-payment Allowance: 20% of the principal balance may be prepaid each 12 months without penalty.

Collateral:

A first Deed of Trust and Assignment of Rents on the property commonly known as 1340 Gray

Avenue Yuba City, CA 95991 (APN: 51-040-004).

Covenants:

(No Changes from Current Covenants)

Annual Audited Financial Statement within 150 Days Liquidity coverage 4 times annual debt service.

Minimum global debt service coverage ratio of 1.25:1

Deposit:

A deposit of \$10,000.00 to be provided by Borrower. Deposit will be applied to the third-party fees, appraisal, environmental report fees, and the loan fee. Should you choose not to execute RVCB's loan documentation, based on approved loans consistent with these terms, the remainder will be retained by RVCB.

Other Conditions:

- 1. Bank ordered, reviewed, and accepted appraisal of collateral property resulting in an "as-is" loan-to-value on the RVCB CRE first deed of trust of 55% LTV or less.
- 2. First position Deeds of Trust and assignment of rents. (Already in place).
- 3. Hazard, liability, and title insurance, acceptable to RVCB.
- 4. RVCB Loan Committee approval.
- 5. Other conditions as determined to be necessary during final underwriting.

If the terms and conditions are acceptable to you, please indicate by signing below. Returning this signed letter and the deposit by this offer expiration date of September 22, 2021. Thank you for the opportunity to assist you in the financing of this property. Should you have any questions, please contact Matt Caplinger, SVP, Senior Relationship Manager at (530) 821-2460.

Respectfully,

Matt Caplinger Senior Relationship Manager River Valley Community RVCB (530) 821-2460

09/12/2021

Agreed to as of

BY:

BY:

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RESOLUTION NO. 21-1721

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE REGIONAL HOUSING AUTHORITY HEREBY AUTHORIZING THE REFINANCE OF THE LOAN FOR ADMINISTRATIVE BUILDING LOCATED AT 1455 BUTTE HOUSE RD., YUBA CITY, CA, WITH RIVER VALLEY COMMUNITY BANK

WHEREAS, the Regional Housing Authority (hereinafter "the Authority") is a Public Housing Authority organized and existing under the laws of the State of California; and

WHEREAS, the Authority is the owner of record of the Administrative Building located at 1455 Butte House Rd., Yuba City, CA (hereinafter "the Property); and

WHEREAS, the Property currently has a loan with Tri Counties Bank; and

WHEREAS, the Regional Housing Authority, acting through its Board of Commissioners, having the authority to enter into this contract, desires to accept the proposal submitted by River Valley Community Bank (hereinafter "the Bank") to refinance the current Property's loan.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Regional Housing Authority hereby deems that it is in the best interest of the Authority to approve the Bank's proposal to refinance the current loan; and

BE IT FURTHER RESOLVED THAT the Board of Commissioners accepts the Bank's proposal to refinance the current Property's loan.

BE IT FURTHER RESOLVED THAT the Board of Commissioners authorizes the Executive Director to sign any and all documents necessary to consummate the refinance of the Property's loan.

BE IT FURTHER RESOLVED THAT this Resolution shall be effective as of October 6, 2021 when the Board of Commissioners initially approved to refinance the Property's loan at a meeting duly noticed and at which a quorum of the Board of Commissioners was present.



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www.RegionalHA.org

PASSED AND ADOPTED this 6 th day of October, 2021 by the following votes:
AYES:
NOES:
ABSTAINED:
ABSENT:
Kent Boes, Chairperson
CERTIFICATION
I, Jennifer Ruiz, Board Clerk of the Regional Housing Authority attests or certifies, as a witness to a board meeting held on October 6, 2021 and swears or confirms that the foregoing information in this resolution is true and correct and has not been altered or amended.
By: Jennifer Ruiz, Board Clerk of Regional Housing Authority



Local banking, done right.

Yuba City Office

1629 Colusa Ave. Yuba City, CA 95993 (530)755-0418

Grass Valley Office

580 Brunswick Rd. Grass Valley, CA 95945 (530)798-2690 **Auburn Office**

1629 Colusa Ave. Yuba City, CA 95993 (530)537-2850

Marysville Office

904 B Street Marysville, CA 95901 (530)755-0418

Monday, September 20, 2021

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

Commercial Real Estate Refinance APN: 59-201-041 1455 Butte House Road Yuba City, CA 95991

Gustavo Becerra and Marco Cruz,

Thank you for choosing River Valley Community Bank (RVCB). The following information is provided as a general overview of the terms and conditions for the loan being proposed. This is for discussion purposes only. This proposal is subject to fulfillment of the River Valley Community Bank normal credit approval process. Additional terms and conditions will be included with the loan documentation.

Borrowers:

Regional Housing Authority of Sutter and Nevada Counties

Loan Purpose:

Commercial Real Estate Refinance

Loan Amount:

\$665,600

Source and Use of Funds: See table below.

Description	Total	Loan	Born	rower
1455 Butte House	\$ 652,018	\$ 652,018	\$	-
Bank Fee - (0.25% of Bank Loan + Doc and Admin Fees)	2,082	2,082		
Reports (Appraisal & Environmental)	6,500	6,500		-
Estimated Closing Cost (Title & Escrow)	5,000	5,000		-
Total	\$ 665,600	\$ 665,600	\$	-

Financed Loan Fee:

\$2,082 = 0.25% of loan amount plus document and admin fees.

Term:

10 Years

Amortization:

10 years (appraisal must indicate, at minimum, a 10-year remaining economic life)

Interest Rate:

Initial interest rate fixed for ten (10) years will be 3.5%.

Page 1 of 2

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Rate Lock:

The initial interest rate of 3.5% noted above may be locked for 60 days upon receipt of the deposit discussed below. This letter must be signed and returned not later than September 22, 2021, along

with the deposit, to obtain this rate lock.

Repayment Terms:

Principal and interest payments, due monthly, based on a 10-year amortization. Interest is

computed on a 365/360-day simple interest basis.

Prepayment Penalty:

5% in year 1, 4% in year 2, 3% in year 3, 2% in year 4, 1% in year 5.

Prepayment Allowance:

20% of the principal balance may be prepaid each 12 months without penalty.

Collateral:

Covenants:

A first Deed of Trust and Assignment of Rents on the property commonly known as Butte House Road Yuba City, CA 95991 (APN: 59-201-041 1455).

(No changes from current covenants)

Annual Audited Financial Statement within 150 Days
 Liquidity coverage 4 times annual debt service.

3. Minimum global debt service coverage ratio of 1.25:1

Deposit:

A deposit of \$10,000.00 to be provided by Borrower. Deposit will be applied to the third-party fees, appraisal, environmental report fees, and the loan fee. Should you choose not to execute RVCB's loan documentation, based on approved loans consistent with these terms, the remainder will be retained by RVCB.

Other Conditions:

- 1. Bank ordered, reviewed, and accepted appraisal of collateral property resulting in an "as-is" loan-to-value on the RVCB CRE first deed of trust of 55% LTV or less.
- 2. First position Deeds of Trust and assignment of rents.
- 3. Hazard, liability, and title insurance, acceptable to RVCB.
- 4. RVCB Credit Loan Committee approval.
- 5. Other conditions as determined to be necessary during final underwriting.

If the terms and conditions are acceptable to you, please indicate by signing below. Returning this signed letter and the deposit by this offer expiration date of September 22, 2021. Thank you for the opportunity to assist you in the financing of this property. Should you have any questions, please contact Matt Caplinger, SVP, Senior Relationship Manager at (530) 821-2460.

Respectfully,

Matt Caplinger Senior Relationship Manager River Valley Community RVCB (530) 821-2460

Agreed to as of

09/21/2021

BY:

Gustavo Becerra

BY:

Marco Cruz

Page 2 of 2

^{*}This letter is confidential, and its contents are reserved for the addressee only. *

STAFF REPORT

Date:

October 6, 2021

To:

Board of Commissioners

From:

Jennifer Ruiz, Executive Assistant/HR Coordinator

SUBJECT:

Ability to Continue to Hold Board Meetings Virtually as per

AB361

RECOMMENDATION:

Approve the Board's Recommendation

FISCAL IMPACT:

N/A

Background

On March 17, 2020, due to the COVID-19 pandemic, a waiver was approved by Governor Gavin Newson enabling local public agencies to hold meetings virtually via teleconference without complying with certain Brown Act provisions. This waiver was set to expire of September 30, 2021. On September 16, 2021, Governor Gavin Newson signed AB 361 which will go into effect October 1, 2021.

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

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

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

2. Make the same findings by majority vote every 30 days thereafter.

Options for future Board of Commissioners meetings:

- 1. Maintain the calendar of virtual or teleconference/in person meetings as approved by the Board on May 5, 2021. (See attached)
- 2. Conduct all meetings in person
- 3. Any combination or suggestion by the Board

Recommendation

Staff does not have a recommendation, at the Board's discretion on how to hold future Board of Commissioners meetings as per AB 361.

Prepared by:

Submitted by:

Jennifer Ruiz

Executive Assistant/HR Coordinator

Gustayo Becerra
Executive Director

Attachment(s):

Calendar of Quarterly in Person Board Meetings

2021 Calendar

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