1455 BUTTE HOUSE ROAD YUBA CITY, CA 95993 (530) 671-0220

June 10, 2014

TO:

Richard Grant, President
Linda Nichols, Secretary/Treasurer
Tej Maan, Board Member
Diane Hodges, Board Member
Barbara Swift, Board Member
Martha Griese, Board Member
Kimberly Butcher, Board Member
Sarah Becker, Board Member
Antonia Fresquez, Board Member

Sutter County Board of Supervisors Duane Oliveira, Legal Counsel City Council, Yuba City City Council, Live Oak Appeal Democrat

NOTICE OF SPECIAL MEETING June 17, 2014

You are hereby notified that the Sutter Community Affordable Housing Regular Board Meeting is scheduled for Tuesday, June 17, 2014, at 12:00 PM at River City Manor, 655 Joann Way, Yuba City, CA 95993.

Linda J. Nichols/ Secretary/Treasurer

061714boardmeeting

Special Meeting of Board of Directors River City Manor 655 Joann Way, Yuba City, CA 95993

Tuesday, June 17, 2014 12:00 NOON

AGENDA

1.	Call to order	
2.	Roll Call	
3.	Public Participation: Members of the public shall be provided with an opportunit address the Board of Directors on items of interest that are within the subject migurisdiction on the Board.	•
4.	Approval of Minutes – January 28, 2014	pg. 1
5.	Approval of Budgets	pg. 3
6.	Approval to Enter into a Limited Partnership Agreement for Kristen Court Apartments	pg. 11
7.	Update for Maple Park Phase II	
8.	Resolution 14-26 – Town Center Senior Manor Collection Loss Write-Off	pg. 24
9.	Resolution 14-27 – Yolo/Heiken Collection Loss Write-Off	pg. 26
10.	Occupancy/Eligibility Update on Maple Park, Town Center and Yolo/Heiken	pg. 28
11.	Maintenance Update on Maple Park, Town Center and Yolo/Heiken	pg. 29
12.	Election of Officers: President and Vice-President	
13.	Director's Comments	
14.	Adjournment	

Minutes Regular Board Meeting January 28, 2014

- 1. <u>Call to Order</u>: President Richard Grant called the meeting to order at River City Manor, 655 Joann Way, Yuba City, CA 95993.
- 2. <u>Roll Call</u>: Board Members present were President Richard Grant, Members Linda Nichols, Kimberly Butcher, Sarah Becker, Stan Cleveland and Martha Griese. Board Members Barbara Swift, Diane Hodges, Angel Diaz, Antonia Fresquez and Bonnie Reed were absent.
- 3. Public Participation: None
- 4. <u>Approval of Minutes May 28, 2013</u>: Board Member Stan Cleveland made a motion to approve the minutes of the May 28, 2013 meeting as submitted. Board Member Martha Griese made the second. All were in favor by voice vote.
- 5. Acceptance of Audit for FYE March 31, 2013: Chief Financial Officer Gail Allen explained the reason the projects are in the hole is because the properties accrue interest on loans that are not being paid and will be forgiven after 55 years as long as the properties continue to meet the terms and conditions. Ms. Allen also mentioned the properties are audited by both the City of Yuba City and Smith and Newell.

Ms. Allen stated Maple Park will not show up in the audit until the Non-Profit takes over management of the property.

Board Member Sarah Becker made a motion to accept the audit for FYE March 31, 2013. Board Member Kimberly Butcher made the second. All were in favor by voice vote.

6. <u>Maintenance Update on Maple Park, Town Center and Yolo/Heiken</u>: Operations Manager Raj Samra stated the maintenance is going well. She said there are a few complaints from residents with regards to the community gardens which staff will be working on this upcoming year. She also said Occupancy staff and maintenance staff work together on housekeeping and hoarding issues.

Housing Services Manager Jeni Bobadilla states staff work with those who have hoarding issues. The tenant is given notice and their unit is inspected and the unit will continue to be inspected as long as the tenant is working on cleaning up and progress is being made.

Mrs. Samra mentioned the two-bedroom unit at Yolo/Heiken was rehabbed and is now occupied.

Mrs. Bobadilla provided a report on the occupancy at the various projects.

Board Member Martha Griese expressed how thankful she is for what the Housing Authority provides and the great job staff does.

Mrs. Bobadilla explained each month there is a resident potluck at Town Center Senior Manor. This past Christmas Soroptimist donated food baskets and a raffle was held. The winners of the baskets were very thankful.

Board Member Stan Cleveland stated FREED gives out coupons for the local farmer's market that tenants could use.

7. <u>Director's Comments</u>: Board Member Stan Cleveland asked what opportunities and possibilities are there for affordable senior housing in Yuba City. Board Member Linda Nichols stated staff is working on a project at the old Housing Authority site. She explained funding has become very tight.

Board Member Kimberly Butcher mentioned enrollment for the preschool at Richland Housing will be opening. She also stated there will be a collaboration with First Five to do screenings for children in April.

Board Member Linda Nichols said she is working on a strategic plan to branch out in becoming more community, not just housing. She also mentioned the community room at the Town Center Senior Manor is in need of revitalization and she is working on getting pricing.

8. Adjournment: The meeting was adjourned.

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SUTTER COMMUNITY AFFORDABLE HOUSING STAFF REPORT

Date: June 9, 2014

To: Board of Directors

From: Gail Allen, Chief Financial Officer

SUBJECT: Fiscal Year Ending 2015 Operating Budgets

RECOMMENDATION: Approve Operating Budgets

Background:

The Regional Housing Authority of Sutter and Nevada Counties (RHASNC) manages Town Center Senior Manor and Yolo Heiken for the Sutter Community Affordable Housing (SCAH) and Community Housing Improvement Program (CHIP) manages Maple Park. All three projects receive funding from several different sources; HUD (Federal), HCD (State) and cities and counties (local).

Continuing Budget:

Since HOME rents have decreased in the past year, Staff is not requesting a rent increase, but is requesting that the FYE 2014 approved budget be continued through FYE 2015 with the following exceptions:

- Management fee increases by 5% to cover increased operating costs.
- Staff payroll increase by 5% to cover MOU mandated salary increases.

What was included in FYE 2014 Report?

- Net Residual Receipt Summary (included chart)
- Budget comparison between FYE 2013 and FYE 2014 (attached spreadsheets)

What factors do you use when preparing a budget (Town Center and Yolo Heiken)?

- Income Annualized average, prior year budget or January rent roll; whichever was less
- Expenses Annualized average or prior year budget; whichever was greater
- Adjustments Managers recommend adjustments to expenses based on anticipated needs and to reconcile to anticipated revenue

What are some of the specifics of each budget?

- All programs
 - Where available, Capital Needs Assessments
 - Levee bond tax for Yuba City properties
 - Utility budgets are being brought more into line with actual costs
 - Income
 - Rent HUD may prorate rent payments which will decrease available revenue
 Town Center is a Housing Choice Voucher tenant-based unit (voucher will migrate with tenant)

Yolo Heiken and Maple Park are Housing Choice Voucher project-based units (vouchers stay with project)

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What costs are included in the budget (not an inclusive list):

Administration Wages/benefits, legal, training/travel, dues/subscriptions/publications, advertising,

supplies, computer parts, telephone/Internet/cell phones, postage, answering

service, printing, management and accounting fees

Tenant Services On-site manager wages/benefits, tenant functions

Utilities Water, sewer, gas, electric, trash removal

Maintenance Work order charges, outside vendors-units/operations (alarm, unit maintenance,

pest control, elevator upkeep, roofing)

General Insurance, levee taxes/special assessments, security, major repairs, tenant bad debt

What are our programs, number of units and designations (restricted/unrestricted)

• Town Center Senior Manor 28 senior units

Yolo/Heiken 4 units

Maple Park
 56 family units and one manager unit

What factors may affect this budget?

- Lower occupancy resulting in decrease of tenant income
- Sequestration resulting in decrease in rental assistance
- Major building repairs due to unforeseen conditions.

Staff closely monitors expenditures for cost savings as well as potential revenue streams for additional sources of income. Board of Directors are updated quarterly.

Net Residual Receipt Summary

	Revenue	Expenses
Town Center	179,580	179,580
Yolo/Heiken	28,634	28,634
Maple Park	526,641	526,641

RECOMMENDATION:

It is recommended that the Board of Directors of the Sutter Community Affordable Housing approve the attached fiscal year ending 2015 operating budget.

Prepared by:

Submitted by:

adil I Allen

Chief Financial Officer

Linda J. Nichøls

Executive Director

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	Period = Apr 2013-Mar	tc	yolo	Total
		Budget	Budget	Budget
3000-00-000	INCOME			Section and Address to the section of the section o
3100-00-000	TENANT INCOME			
3101-00-000	Rental Income			
3111-00-000	Tenant Rent	104,200.38	8,003.00	112,203.38
3112-00-000	Tenant Assistance Payments	75,379.42	20,631.00	96,010.42
3119-00-000	Total Rental Income	179,579.80	28,634.00	208,213.80
3199-00-000	NET TENANT INCOME	179,579.80	28,634.00	208,213.80
3999-00-000	TOTAL INCOME	179,579.80	28,634.00	208,213.80
4000-00-000	EXPENSES			
4100-00-000	ADMINISTRATIVE			
4100-99-000	Administrative Salaries			
4110-00-000	Administrative Salaries	6,792.00	780.00	7,572.00
4110-04-000	Benefits-Employee Contribution-Admin	3,192.00	265.00	3,457.00
4110-05-000	Benefits-Workers Compensation-Admin	2,437.90	162.00	2,599.90
4110-06-000	Benefits-Payroll Taxes-Admin	522.98	60.06	583.04
4110-99-000	Total Administrative Salaries	12,944.88	1,267.06	14,211.94
4130-00-000	Legal Expense	12,511.00	1,207.00	14,211.54
4130-02-000	Criminal Background Checks	453.40	300.00	753.40
4130-04-000	General Legal Expense	250.00	18.74	268.74
4131-00-000	Total Legal Expense	703.40	318.74	1,022.14
4139-02-000	Staff Training	703.40	316.74	1,022.14
4140-02-000	Training - Occupancy	450.00	187.50	637.50
4141-00-000	Total Staff Training	450.00	187.50	637.50
4149-00-000	Travel	0.00	26.00	25.00
4150-00-000	Travel - Administration	0.00	26.00	26.00
4150-03-000	Travel - Rehab	71.25	0.00	71.25
4151-00-000	Total Travel	71.25	26.00	97.25
4170-00-000	Accounting Fees	2,531.00	0.00	2,531.00
4171-00-000	Auditing Fees	0.00	373.00	373.00
4173-00-000	Management Fee	14,059.50	1,807.05	15,866.55
4181-00-000	Consultants			
4182-00-000	Consultants-Other	3,643.46	484.78	4,128.24
4182-04-000	Consultants-Commissioners	271.28	38.72	310.00
4188-00-000	Total Consultants	3,914.74	523.50	4,438.24
4190-00-000	Miscellaneous Admin Expenses			
4190-01-000	Membership and Fees	142.00	21.00	163.00
4190-02-000	Subscriptions & Publications	0.00	5.00	5.00
4190-03-000	Advertising	375.00	525.00	900.00
4190-04-000	Office Supplies	89.00	10.00	99.00
4190-05-000	Fuel-Administrative	196.40	0.00	196.40
4190-06-000	Computer Parts	250.00	0.00	250.00
	Page 1 of 4			

		tc	yolo	Total
		Budget	Budget	Budget
4190-07-000	Telephone	698.00	0.00	698.00
4190-08-000	Postage	403.00	10.00	413.00
4190-15-000	Cell Phones/Pagers	485.12	5.00	490.12
4190-22-000	Other Misc Admin Expenses	250.00	74.00	324.00
4190-24-000	Printing	57.92	0.00	57.92
4191-00-000	Total Miscellaneous Admin Expenses	2,946.44	650.00	3,596.44
4199-00-000	TOTAL ADMINISTRATIVE EXPENSES	37,621.21	5,152.85	42,774.06
4200-00-000	TENANT SERVICES			
4210-00-000	Tenant Services Salaries	13,849.00	0.00	13,849.00
4210-01-000	Benefits-Employee Contributions-Tenant Svcs	6,047.00	0.00	6,047.00
4220-01-000	Other Tenant Svcs.	600.00	101.00	701.00
4299-00-000	TOTAL TENANT SERVICES EXPENSES	20,496.00	101.00	20,597.00
4300-00-000	UTILITIES			
4310-00-000	Water	5,072.00	1,844.00	6,916.00
4320-00-000	Electricity	9,733.00	197.56	9,930.56
4320-01-000	Electricity-Vacant Units	253.62	123.48	377.10
4330-00-000	Gas	1,791.00	140.90	1,931.90
4330-01-000	Gas-Vacant Units	150.78	122.06	272.84
4340-00-000	Garbage/Trash Removal	4,425.24	993.00	5,418.24
4390-00-000	Sewer	8,363.04	1,642.68	10,005.72
4399-00-000	TOTAL UTILITY EXPENSES	29,788.68	5,063.68	34,852.36
4400-00-000	MAINTENANCE AND OPERATIONS			
4420-00-000	Materials			
4420-01-000	Supplies-Grounds	920.00	0.00	920.00
4420-02-000	Supplies-Appliance	1,000.00	0.00	1,000.00
4420-03-000	Supplies-Decorating	500.00	150.00	650.00
4420-04-000	Supplies-Electrical	500.00	400.00	900.00
4420-05-000	Supplies-Exterminating	300.00	0.00	300.00
4420-06-000	Supplies-Janitorial/Cleaning	0.00	36.00	36.00
4420-08-000	Supplies-Plumbing	1,000.00	500.00	1,500.00
4420-09-000	Supplies-Tools and Equipment	13.00	0.00	13.00
4420-10-000	Supplies-Maintenance Paper/Supplies	313.54	0.00	313.54
4420-11-000	Supplies-Window	78.00	200.00	278.00
4420-12-000	Supplies-Roofing	100.00	9.00	109.00
4420-13-000	Supplies-Drywall/Carpentry	0.00	146.00	146.00
4420-14-000	Supplies-Hardware	750.00	65.00	815.00
4420-15-000	Supplies-Paint	520.00	75.00	595.00
4420-16-000	Supplies-Flooring	4,000.00	1,437.00	5,437.00
4429-00-000	Total Materials	9,994.54	3,018.00	13,012.54
4430-00-000	Contract Costs			
4430-01-000	Contract-Alarm/Extinguisher	2,000.00	0.00	2,000.00
4430-02-000	Contract-Appliance	100.00	0.00	100.00
				1

		tc	yolo	Total
		Budget	Budget	Budget
4430-04-000	Contract-Floor Cleaning	639.00	68.00	707.00
4430-05-000	Contract-Painting/Decorating	2,300.00	750.00	3,050.00
4430-06-000	Contract-Electrical	1,900.00	300.00	2,200.00
4430-07-000	Contract-Pest Control	1,700.00	687.00	2,387.00
4430-08-000	Contract-Floor Covering	16,750.00	7,000.00	23,750.00
4430-09-000	Contract-Grounds	3,000.00	50.00	3,050.00
4430-10-000	Contract-Janitorial/Cleaning	1,000.00	249.00	1,249.00
4430-11-000	Contract-Plumbing	2,000.00	100.00	2,100.00
4430-12-000	Contract-Window Covering	50.00	0.00	50.00
4430-13-000	Contract-HVAC	3,400.00	800.00	4,200.00
4430-14-000	Contract-Vehicle Maintenance	27.12	0.00	27.12
4430-17-000	Contract-Elevator Monitoring	6,570.00	0.00	6,570.00
4430-18-000	Contract-Alarm Monitoring	596.00	0.00	596.00
4430-19-000	Contract-Sprinkler Monitoring	250.00	0.00	250.00
4430-24-000	Contract-Roofing	1,000.00	334.00	1,334.00
4430-99-000	Contract Costs-Other	5,000.00	1,400.00	6,400.00
4439-00-000	Total Contract Costs	48,282.12	11,738.00	60,020.12
4499-00-000	TOTAL MAINTENANCE EXPENSES	58,276.66	14,756.00	73,032.66
4500-00-000	GENERAL EXPENSES			
4510-00-000	Insurance	16,657.00	1,956.00	18,613.00
4521-00-000	Misc Taxes/Licenses/Insurance	1,213.00	558.50	1,771.50
4580-00-000	Security/Law Enforcement	1,531.26	300.00	1,831.26
4590-00-000	Other General Expense	53.00	0.00	53.00
4599-00-000	TOTAL GENERAL EXPENSES	19,454.26	2,814.50	22,268.76
5000-00-000	NON-OPERATING ITEMS			
5212-00-000	Reserve - Maintenance Reserve	13,943.00	746.00	14,689.00
5999-00-000	TOTAL NON-OPERATING ITEMS	13,943.00	746.00	14,689.00
8000-00-000	TOTAL EXPENSES	179,579.81	28,634.03	208,213.84
9000-00-000	NET INCOME	-0.01	-0.03	-0.04
4110-99-000	Total Administrative Salaries	12,944.88	1,267.06	14,211.94
4173-00-000	Management Fee	14,059.50	1,807.05	15,866.55
		27,004.38	3,074.11	30,078.49
		5%	5%	5%
8000-00-000	TOTAL EXPENSES INCREASE	1,350.22	153.71	1,503.92
5000-00-000	NON-OPERATING ITEMS			
	Danis Malaharana Danis	12,592.78	592.29	12 105 00
5212-00-000	Reserve - Maintenance Reserve	12,392.76	392.29	13,185.08

		tc	yolo	Total
		Budget	Budget	Budget
9000-00-000	NET INCOME	-0.01	-0.03	-0.04



 7. AMC 175 - HCD APPROVED CASH FLOW ANALYSIS - Approved Operating Budget (Rev. 10/7/13)

 Reporting Period: 1/1/14
 to 12/31/14
 12/31/14
 Date Prepared: 10/31/13

 Project Name: Project County: Sutter
 Maple Park Apartments
 1. HCD Contract #: NA
 Assisted Units: 56

 Approved By:
 Sutter
 2. HCD Contract #: 0
 Total Units: 56

 Approved By:
 3. HCD Contract #: 0
 Proration %: 100.00%

Ap	proved By:				Contract #:	0			Proration %:	100.00%
	HCD use only			ed Units	Non-Assi	sted Units	Comn	nercial	Total	Project
##			(A)	(B)	(C)	(D)	(E)	(H)	(F)	(G)
Line	Account Name	Acct. Code	Proposed Budget	HCD Apprvd Budget	Proposed Budget	HCD Apprvd Budget	Proposed Budget	HCD Apprvd Budget	Proposed Budget	HCD Apprvd Budget
1 2	Rent Revenue: Rent Revenue - Gross Potential Tenant Assistance Payments	5120 5121	543,684 0	0	0	0			543,684 0	0
3 4	Rent Revenue - Stores and Commercial Garage and Parking Spaces	5140 5170	0	0	0	0	6,516 0	0	6,516 0	0
5 6	Flexible Subsidy Revenue Miscellaneous Rent Revenue	5180 5190	0	0	0	0	0	0	0	0 0
7	Total Rent Revenue Vacancies:	5100T	543,684	0	0	0	6,516	0	550,200	0
8 9 10	Vacancy % Apartments Stores and Commercial	5220 5240	5.00% 27,184	0.00%	0.00% 0	0.00%	0.00%	0.00%	5.00% 27,184 0	0.00% 0 0
11 12	Rental Concessions	5250 5270	0	0	0	0	0	0	0	0 0
13 14	Miscellaneous Vacancies Total Vacancies	5290 5200 T	0 27,184	0	0	0	0	0	0 27,184	0
15 16	Net Rental Revenues (Rent Revenue Less Vacancies) Total Nursing Homes/ Assisted Living/ Board & Care/	5152N 5390	516,500 0	0	0	0	6,516 0	0	523,016 0	0
	Other Elderly Care/ Coop Revenues (5300-5396): Total Financial Revenue:									
	Financial Revenue (don't incl. Reserve Acct. Interest) Revenue from Investments- Miscellaneous Total Financial Revenue	5410 5490 5400 T	25 0 25	0 0 0	0 0 0	0 0 0	0 0 0	0 0	25 0 25	0 0
	Other Revenue: Laundry and Vending Revenue	5910	0	0	0	0	0	0	0	0
	Tenant Charges Misc. Revenue (don't include Reserve Withdrawals)	5920 5990	3,400 200	0 0	0	0 0	0	0	3,400 200	0
23 24	Total Other Revenue Total Revenue	5900T 5000T	3,600 520,125	0	. 0	0	6,516	0	3,600 526,641	0
25	Total Cost of Operations before Depreciation	6000T	293,357	0	0	0	0	0	293,357	0
26	Profit (Loss) before Depreciation	5060T	226,768	0	0	0	6,516	0	233,284	0
27 28	Financial Expenses including mandatory debt service: 1st Mortgage (P&I) 2nd Mortgage (P&I) CCRC monthly \$10,146.07 CCRC monthly \$2,414.26	6820 6825	121,753 28,972	0	0	0	0	0	121,753 28,972	0
	3rd Mortgage (P&I) HCD Required Payments Lease Payment	6825 6825 6890	0 0	0 0 0	0 0	0 0 0	0 0	0 0	0 0 0	0 0 0
	Miscellaneous Financial Expenses Total Financial Expenses	6890 6800 T	0 150,725	0 0	0	0 0	0	0	0 150,725	0
34 35	Reserves Deposits: Replacement Reserve - Deposit Operating Reserve - Deposit	1320 1330	33,600	0	0	0	0	0	33,600	0
	Other Reserve - Deposit Other Reserves	1330 1330	0	0	0	0	0	0	0	0
38 39	Other Reserves Total Reserves Deposits	1330 1300T	33,600	0	0	0	0	0	0 33,600	0
	Project Cash Flow	_								
41	Additions to Cash Flow: Borrower Contribution		0	0	0	0	0	0	0	0
42 43	Other (specify) Other (specify)		0	0	0	0	0	0	0	0
44	Other (specify) Total Additional Revenue Use of Cash Flow:		0	0	0	0 0	0	0	0	0
46 47	Deferred Developer Fee Payments Asset Mgmt Fee (CHRP-R/SUHRP & HOME pre-UMR)		0 5,000	0	0	0	0	0	0 5,000	0
49	Asset Mgmt Fee/Prtrshp Costs (MHP/HOME under UMR) Borrower Distributions		20,000	0 0	0 0	0	0	0	20,000	0
50 51	Residual Receipt Loan Payments HCD Interest Payments		0	0 0	0	0	0	0	0	0 0
52 53	Other (specify) Sec 8 transition Total Use of Cash Flow		17,443 42,443	0 0	0	0	6,516 6,516	0	17,443 42,443	0

5. AMC 173 - HCD APPROVED COST OF OPERATIONS - Approved Operating Budget (Rev. 10/7/13) Reporting Period: 1/1/14 12/31/14 to Date Prepared: 10/31/13 Date Revised: 1/0/00 Project Name: Maple Park Apartments 1. HCD Contract #: **Assisted Units:** 56 **Project County:** Sutter 2. HCD Contract #: Total Units: 56 0 Approved By: 0 3. HCD Contract #: Phone #:

	HCD use only		Total Propo	sed Budget	Total HCD Apr	proved Budget	
#	TIOD ase only		(A)	(B)	Total HCD Approved Budget (C) (D)		*
Line #		Account		Per Unit		Per Unit	HCD Rep notes (HCD use only)
-	Account Name	Code	Annual Budget	Per Month	Annual Budget	Per Month	
	Administrative Expenses:						
1	Conventions and Meetings	6203	0	0.00	0	0.00	
2	Management Consultants	6204	0	0.00	0	0.00	
3	Advertising and Marketing	6210	600	0.89	0	0.00	
4	Other Renting Expenses	6250	0	0.00	0	0.00	
5	Office Salaries	6310	0	0.00	0	0.00	
6	Office Expenses	6311	4,500	6.70	0	0.00	
7	Office or Model Apartment Rent	6312	0	0.00	0	0.00	
8	Management Fee (do not include GP Management Fee)	6320	36,600	54.46	0	0.00	
9	Manager or Superintendent Salaries	6330	33,660	50.09	0	0.00	
11	Administrative Rent Free Unit	6331	0	0.00	0	0.00	
1000	Legal Expense - Project	6340	1,500	2.23	o	0.00	
11	Audit Expense	6350	6,000	8.93	0	0.00	
11	Bookkeeping Fees/ Accounting Services	6351	0	0.00	0	0.00	
11	Bad Debts	6370	500	0.74	0	0.00	
II ^ ^	Misc. Admin. Exp. (including Service Coord. Salary/Benefits)	6390	19,050	28.35	0	0.00	
16		6263T	102,410	152.40	0	0.00	
-0	Utilities Expenses:	02031	102,410	132.40		0.00	
17	Electricity	6450	16,529	24.60	0	0.00	<u></u>
2.30	Water	6451	9,000	13.39	0	0.00	
"	Gas	6452	3,725	5.54	ő	0.00	
1	Sewer	6453	37,356	55.59	0	0.00	
21	Total Utilities Expenses	6400T	66,610	99.12	0	0.00	
21	Operating and Maintenance Expenses:	04001	00,010	99.12	0	0.00	
	Payroll	6510	34,000	50.60	0	0.00	
II		.6515	12,000	17.86	0	0.00	
	Supplies Contracts	72700000 10000	6,000	N 402.000	0	0.00	
11	CO - C - C - C - C - C - C - C - C - C -	6520 6521	0,000	8.93 0.00	0	0.00	
11	Operating and Maintenance Rent Free Unit	6525		900000 00 00	0	0.00	
	Garbage and Trash Removal	6530	13,537	20.14 0.00	0	0.00	
27	Security Payroll/Contracts	0. 9. 3139250	ا ۱	8 8 8	0	0.00	
28	The second secon	6531		0.00	0	VIII 199000	
II .	Heating/Cooling Repairs and Maintenance	6546	0	0.00	0	0.00	
30		6548	١	0.00		0.00	
31	Vehicle and Maintenance Equip. Operation and Repairs	6570	0	0.00	0	0.00	
32	Lease Expense	6580	0	0.00	0	0.00	
II .	Misc. Operating & Maintenance Expenses	6590	27,524	40.96	0	0.00	
34	Victorial College Coll	6500T	93,061	138.48	0	0.00	
	Taxes and Insurance:	0740		0.00		200	
	Real Estate Taxes	6710	0	0.00	0	0.00	
36		6711	2,520	3.75	0	0.00	
37	Property & Liability Insurance (Hazard)	6720	14,631	21.77	0	0.00	
	Fidelity Bond Insurance	6721	0	0.00	0	0.00	
11	Worker's Compensation	6722	4,400	6.55	0	0.00	
40	•	6723	4,025	5.99	0	0.00	
	Miscellaneous Taxes, Licenses, Permits and Insurance	6790	5,700	8.48	0	0.00	
42		6700T	31,276	46.54	0	0.00	
	Assisted Living/Board & Care Expenses:						
43	Other Service Expenses (see cell comment)	6990	0	0.00	0	0.00	
44	Total Assisted Living/Board & Care Expenses	6900T	0	0.00	0	0.00	
45	Total Cost of Operations	6000T	293,357	436.54	0	0.00	

STAFF REPORT

Date:

June 17, 2014

To:

Board of Directors

From:

Linda Nichols, Secretary/Treasurer

SUBJECT:

Limited Partnership Agreement (Live Oak Pacific Associates) for

the Development of Kristen Court Apartments

RECOMMENDATION:

Approve the Agreement, and authorize the Secretary/Treasurer to execute the Agreement and any other documents necessary to

carry out the terms of the Agreement.

FISCAL IMPACT:

None.

Background

The City of Live Oak approved a development for Ryland Subdivision which included single family homes and townhome condominiums in the early/mid 2000's. The single family homes were developed, however the land that was approved for development of the townhomes zoned multifamily fell out due to the unfortunate timing of economic recession. Infrastructure was in place and the lot zoned appropriately. The land went for sale after foreclosure.

A private for-profit company, AMG, purchased the land to develop workforce housing. AMG is looking to partner with Sutter Community Affordable Housing (SCAH) for the development of the project using State and federal tax credits. The proposed agreement would be between the parties named in the first paragraph of the agreement.

It is important to note that the current development plan is for less dense housing than approved by the City in the initial approval of the land. All entitlements for development were approved by the City when the whole subdivision was approved.

The proposed agreement would form a limited partnership that would carry out the development of the Kristen Court Apartments, a 56-unit affordable housing complex to be located on N Street and Ida Street in Live Oak, CA. The project is subject to a 55-year tax credit regulatory agreement that ensure the project remains affordable. The project will be restricted to tenants who have incomes that are 30-60% of the Area Median Income. Rents for the Project are adjusted accordingly depending on which income bracket a tenant falls under.

The Project will be financed utilizing a combination of 9% tax credits, permanent financing, deferred developer fee, a land loan and deferred impact fees. We plan to make our application for 9% tax credits on July 1, 2014. Assuming we are successful in our application for the 9% credits, the project would begin construction in early 2015 and begin lease-up in early 2016.

Recommendation

Staff recommends that the Board of Directors of Sutter Community Affordable Housing approve the Agreement, and authorize the Secretary/Treasurer to execute the Agreement and any other documents necessary to carry out the terms of the Agreement.

This agreement will be reviewed and approved by legal counsel prior to execution.

Submitted by:

Linda J. Nichols

Secretary/Treasurer

Attachment(s):

 DRAFT Agreement of Limited Partnership of Live Oak Pacific Associates, a California Limited Partnership

AGREEMENT OF LIMITED PARTNERSHIP OF

LIVE OAK PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

THIS AGREEMENT OF LIMITED PARTNERSHIP (the "Agreement") is entered into as of June 1, 2014 between Sutter Community Affordable Housing, a California nonprofit public benefit corporation, as managing general partner (the "Managing General Partner") and TPC Holdings V, LLC, an Idaho Limited Liability Company as the general partner(s) (the "General Partner") (collectively, the "General Partner"), and Caleb Roope as limited partner (the "Limited Partner") (collectively, the "Partners"), by which the parties form Live Oak Pacific Associates, a California Limited Partnership (the "Partnership").

The Partners hereby agree as follows:

1. Formation of Limited Partnership.

- (a) The parties hereto form the Partnership as a limited partnership under and pursuant to the Uniform Limited Partnership Act of 2008, California Corporations Code §15900, et. Seq. (the "Act").
- (b) The General Partner shall file with the California Secretary of State, a Certificate of Limited Partnership pursuant to the provisions of the Act.
- 2. <u>Name of Partnership.</u> The name of the Partnership shall be "Live Oak Pacific Associates, a California Limited Partnership", or such other name as may be selected by the General Partner. In the event the General Partner selects a new name for the Partnership, the General Partner shall cause notice of the new name to be given to the Partners and an Amendment to the Certificate of Limited Partnership shall be filed by the General Partner with the California Secretary of State.
- 3. <u>Principal Place of Business.</u> The principal place of business of the Partnership shall be 1455 Butte House Road, Yuba City, California 95993, or such other place in the State of California as the General Partner shall determine.

4. The Partners.

(a) The name and address of the Managing General Partner is as follows:

Sutter Community Affordable Housing

1455 Butte House Road Yuba City, CA 95993 Contact: Richard Grant (b) The name and address of the General Partner(s) is as follows:

TPC Holdings V, LLC, an Idaho Limited Liability Company

430 E. State Street, Suite 100 Eagle, ID 83616 Contact: Caleb Roope

(c) The name and address of the Limited Partner is as follows:

Caleb Roope 430 E. State Street, Suite 100 Eagle, ID 83616

5. <u>Term of the Partnership.</u> The term of the Partnership shall commence upon the date that the Certificate of Limited Partnership is filed with the California Secretary of State, and shall continue until the Partnership is dissolved by operation of law, mutual agreement of the Partners or judicial decree.

6. <u>Purposes.</u>

- (a) The primary purpose of the Partnership shall be to:
- (i) Purchase that certain real property (the "Real Property") located in Live Oak, California.
- (ii) Construct improvements upon the Real Property for the purpose of providing affordable rental housing for low-income families (the "Project");
- (iii) Hold and operate the Project for investment and production of income.
- (iv) Borrow, receive assistance, apply for and receive tax credits, grants, loans or other financing, enter into any agreements or contracts in pursuit of the foregoing.
- (v) Engage in any other business or activity which a limited partnership may carry on under the laws of the State of California.
- (b) The Partnership may execute, deliver and perform all applications, agreements and contracts and other undertakings and engage in all activities and transactions as may in the opinion of the General Partner be necessary or advisable to carry out the foregoing purposes.
- 7. <u>General Partner Powers.</u> The General Partner shall have all powers permitted by the Act for a general partner of a California limited partnership, in order to pursue the purposes

and conduct the business of the Partnership. Such powers shall include, but not be limited to, the right to contract with the General Partner on behalf of the Partnership and to reimburse the General Partner for expenses (not including capital contributions) incurred by it in connection with the business of the Partnership before or after the date of this Agreement of Limited Partnership.

- 8. <u>Managing General Partner Powers.</u> The Managing General Partner is required by the Partnership to materially participate in the operations and management of the Partnership as follows:
 - (a) <u>Major Decisions.</u> The MGP has the right to vote in all matters regarding the Partnership that require a vote of a majority in interest of the General Partners pursuant to that certain agreement of limited partnership governing the Partnership, as amended from time to time (the "Partnership Agreement");
 - (b) <u>Substantial Management Duties.</u> The MGP is required by the Partnership to perform and will perform the following management duties next to which a checkmark is placed:
 - (i) X rent, maintain and repair the Property, or if such duties are delegated to a property management agent, participate in the hiring and overseeing the work of such agent.
 - (ii) X participate in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the Partnership;
 - (iii) X execute and enforce all contracts executed by the Partnership
 - (iv) X execute and deliver all Partnership documents on behalf of the Partnership;
 - (v) ____ prepare or cause to be prepared all reports to be provided to the partners or lenders of the Partnership on a monthly, quarterly or annual basis consistent with the requirements of the Partnership Agreement;
 - (vi) X coordinate all present and future development, construction or rehabilitation of the Property;
 - (vii) ___ monitor compliance with all government regulations and files or supervise the filing of all required documents with government agencies;
 - (viii) ___ acquire, hold, assign or dispose of the Property or any interest therein;

- (ix) ____ borrow money on behalf of the Partnership, encumber Partnership assets, place title in the name of a nominee to obtain financing, prepay in whole or in part, refinance, increase, modify or extend any obligation.
- (x) ____ pay organizational expenses incurred in the creation of the Partnership and all operations expenses;
- (xi) ____ determine the amount and timing of distributions to partners and establish and maintain all required reserves; and
- (xii) ____ ensure that charitable services or benefits, such as vocational training, educational programs, childcare and after-school programs, cultural activities, family counseling, transportation, meals, and linkages to health and/or social services are provided or information regarding charitable services or benefits are made available to the tenants of the Property.
- (c) directly, or indirectly, under its supervision, manages the Partnership;
- (d) annually conduct a physical inspection of the Property to ensure that it is being used as low-income housing and meets all of the requirements set forth in BOE Regulation 140; and
- (e) annually submit a certification to the county assessor for the county in which the Property is located that the Property meets all of the requirements set forth in BOE Regulation 140.
- (f) If, at any time, either all of the Partners (in the case of an amendment) or the General Partners (in the case of a letter agreement) mutually agree in writing to a change in the specific management duties set forth in paragraph 8(b) above required to be performed by the MGP, the General Partners or all the partners, as the case may be, shall promptly execute either another amendment or a letter agreement in form and substance similar to this amendment, expressly setting forth not less than five of the twelve duties listed in paragraph (2) above, which duties shall be required to be and will be performed by the MGP for the relevant period of time.
- (g) <u>Delegation of Duties.</u> The Managing General Partner may, in the proper and reasonable exercise of its management authority, delegate certain of its powers, rights, and obligations to persons, who may under the Managing General Partner's supervision, perform such acts or services for the Partnership as the Managing General Partner may approve, provided, however that such delegation shall not excuse the managing general partner from overseeing and supervising on a ongoing basis the activities being delegated. The Managing general partner may delegate to any other party, including, without limitation, another general partner.

- (h) Subject to the ongoing supervision by the MGP and pursuant to Subsection (d) of the Rule 140.1, the MGP hereby delegates the following duties (collectively, the "Delegated Duties"), otherwise required to be performed by the MGP under this Agreement, subject, in all events, to the actual supervision by the MGP of the performance of the Delegated Duties:
- To the project developer: Coordinate all present and future development, construction or rehabilitation of the Property;
- To the property management agent: Rent, maintain and repair the Property
 - (i) The MGP shall, at all times, maintain sufficient records to demonstrate to the BOE and the Partnership that it is actually supervising the performance of the Delegated Duties and upon the request of such entities, shall promptly deliver copies of all such records requested to the BOE and the Partnership or such other government entities as the case may be in order to qualify for and maintain the tax exemption.

If there is no Delegation of Duties proposed by the MGP at the time of this Agreement, the MGP shall be solely responsible for performing and keeping records as to the performance of the substantial management duties identified in Paragraph 8(b) hereof. If a subsequent Delegation of Duties is made, the partners agree to sign an amendment or a letter agreement in the form approved by the BOE.

- (j) <u>Managing General Partner Fee.</u> The Managing General Partner shall receive an annual fee from the Partnership for the performance of its duties under this section in an amount to be determined by the Partners and memorialized in a separate agreement.
- 9. <u>Transferability</u>. The interests of the Limited Partner in the Partnership may not be transferred without the prior written consent of the General Partner, which consent may be withheld in the absolute and sole discretion of the General Partner.

10. <u>Capital Contributions.</u>

(a) The initial capital contribution obligations of the Partners shall be made and allocated as follows:

Administrative General Partner	\$100.00
Managing General Partner	\$100.00
Limited Partner	\$100.00

(b) If any Partner has engaged in any contracts or agreements relating to plans, specifications, surveys, drawings, permits, construction and the like relating to the Real Property or the Project the Partner hereby assigns all of its right, title, and interest in said contract, agreement, or like document and any work product that has resulted from said contract, agreement, or like document to the Partnership.

- (c) Additional capital contributions shall be made at the times and in such amounts as shall be mutually agreed upon by the Partners.
- 11. <u>Income, Profits and Losses.</u> Income, profits and losses of the Partnership shall be allocated as follows:

Administrative General Partner	0.005%
Managing General Partner	0.005%
Limited Partner	99.99%

- 12. <u>Distribution of Cash and Other Property.</u> Any distributions of cash or other property from the Partnership to the Partners as a distribution of the profits of the Partnership shall be made in the percentages set forth in Section 11. Any such distributions in return of capital contributions shall be made in proportion to unreturned capital contributions. Distributions shall first be made in return of capital contributions.
- 13. <u>Accounting Method.</u> The partnership shall keep its books on an accrual basis in accordance with tax accounting principles.
- 14. Withdrawal of the Limited Partner. The Limited Partner acknowledges and agrees that the General Partner intends to finance the development of the Real Property, in part, from capital contributions to be received by the Partnership from an investor limited partner that will acquire a limited partnership interest in the Partnership in exchange for such capital contributions. The Limited Partner shall withdraw from the Partnership at such time that such investor is admitted as a limited partner of the Partnership and shall release all claims against the Partnership and the Partners at the time of such withdrawal.
- 15. <u>Amendment of the Partnership Agreement</u>. This Agreement may be amended, in whole or in part, upon the written consent of all Partners.
- 16. <u>Governing Law.</u> This Agreement and the rights of the Partners hereunder, shall be governed by and constructed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GENERAL PARTNER:
TPC Holdings V, LLC an Idaho Limited Liability Company
By: Caleb Roope Member
MANAGING GENERAL PARTNER:
Sutter Community Affordable Housing a California Nonprofit Public Benefit Corporation
By:
Richard Grant President
Trondon
LIMITED PARTNER:
Caleb Roope
By:Caleb Roope

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SCHEMATIC SET / NOT FOR CONSTRUCTION

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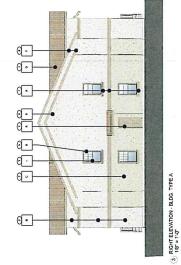
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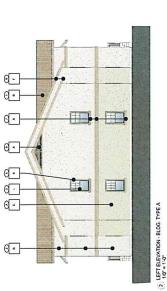
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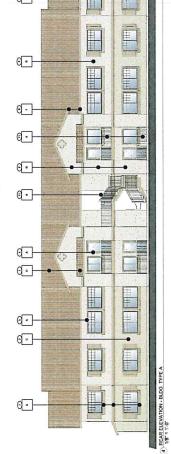
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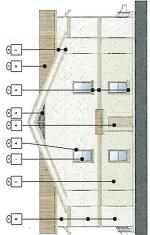
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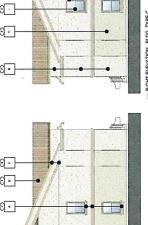
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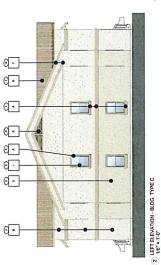
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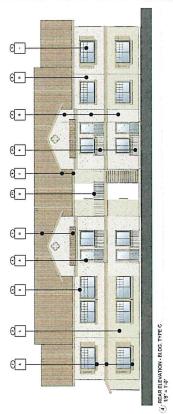
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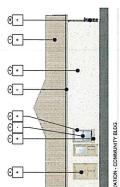
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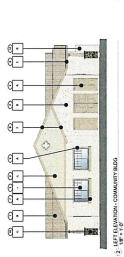
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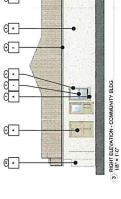
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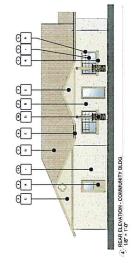
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RESOLUTION 14-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUTTER COMMUNITY AFFORDABLE HOUSING, INC. AUTHORIZING TOWN CENTER SENIOR MANOR COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$1,813.00

WHEREAS the Sutter Community Affordable Housing operates affordable housing projects Town Center and Yolo/Heiken pursuant to the laws of California and the City of Yuba City's Regulatory Agreement; and

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

WHEREAS the Sutter Community Affordable Housing makes every attempt to collect outstanding balances; and

WHEREAS Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Directors of the Sutter Community Affordable Housing

Authorizes the President to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$1,813.00.

This Resolution is to take effect immediately.

This Resolution is presented at the Special Meeting of	the Board of Directors, passed and
adopted this 17th day of June, 2014 by the following v	
AYES: NAYS:	
ABSTAINED: ABSENT:	
ATTEST:	Richard Grant, President

Non Profit - Town Center - Yuba City Collection Loss Write Off Period: June 2014

						Off
Payback	Agreement	No No	%	No	N _o	Total Write Off
Total	Owed	1,586.00	102.00	45.00	80.00	1,813.00
		0)	0)	0)	0)	47
Legal	Fee's	1	•	1	'	1
		⇔	₩	₩	€	49
	Utilities	ı	ı	1	,	1
		ઝ	↔	()	ઝ	()
	mages	335.00	1	45.00	80.00	460.00 \$
	ات	₩	₩	4	₩	θ
Late	Fee's	ا ج	\$ 50.00	ا ج	ا ج	\$ 50.00
Rent	Owed	3 1,251.00	52.00	'	-	\$ 1,303.00 \$ 50.00 \$
		٠,	٠,	0,	0)	0)
Month	Rent	\$ 567.0	ا ج	\$ 472.00	Mgr.	
Date	Move Out	03/17/14	ΑN	04/04/13	10/12/12	
Da	Move In	60//0//0	A/N	07/20/09	09/22/10	
	Address	506 Plumas St., #20	506 Plumas Applicant	506 Plumas St., #3	506 Plumas St., #14	
	Name	Gonzalez, Leopoldo *	Dominauez, Arthur	McMillan. Carolyn *	Couper, Russ	

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.

RESOLUTION 14-27

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUTTER COMMUNITY AFFORDABLE HOUSING, INC. AUTHORIZING YOLO/HEIKEN COLLECTION LOSS WRITE-OFF IN THE AMOUNT OF \$846.53

WHEREAS the Sutter Community Affordable Housing operates affordable housing projects Town Center and Yolo/Heiken pursuant to the laws of California and the City of Yuba City's Regulatory Agreement; and

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

WHEREAS the Sutter Community Affordable Housing makes every attempt to collect outstanding balances; and

WHEREAS Exhibit A provides a list of uncollectible accounts for the period ending June 30, 2014 and is made a part of this resolution;

BE IT THEREFORE RESOLVED that the Board of Directors of the Sutter Community Affordable Housing

Authorizes the President to write-off as collection losses the tenant receivables listed on Exhibit A totaling \$846.53.

This Resolution is to take effect immediately.

This Resolution is presented at the Special Meeting of the Board of Directors, passed and adopted this 17th day of June, 2014 by the following vote:

adopted this 17th day of June, 2014 by the foll	owing vote:
AYES: NAYS: ABSTAINED: ABSENT:	
Α	TTEST: Richard Grant, President

Non Profit - Yolo/Heiken - Yuba City Collection Loss Write Off Period: June 2014

						ite Off
Payback	Agreement	8 N	_S	Yes		Total Wr
Total	Owed	311.19	179.57	355.77		846.53
		↔	↔	€		₩
Legal	Fee's	1	•	,		•
		↔	₩	↔		₩
	Jtilities	,	į	1	u	į
		↔	↔	ઝ		↔
	mages	111.19	160.00	355.77		626.96
	മ്	₩	₩	ઝ		↔
Late	Fee's	। \$	\$ 19.57	۔ ج		\$ 19.57
Rent	Owed	200.00				200.00
	Oi	↔	↔	s		€
Monthly	Rent	\$ 575.00	\$ 533.00	\$ 582.00		
Date	Move Out	06/24/10	02/23/11	60/80/20		
Da			02/25/09			
	Address	554 Yolo St., #A	554 Yolo St., #C	556 Yolo Street		
	Name	Jaeger, Ronnie	Kaur, Sarbjit	Hofer, Carolyn		

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

Deceased *

Utility costs incurred by PHA from tenant move-in date until transferred to tenant's name. Those charges are then billed to the tenant.

STAFF REPORT

Date:

June 17, 2014

To:

Board of Commissioners

From:

Jeni Bobadilla, Housing Services Manager

SUBJECT:

Quarterly Occupancy (Q1) report for quarter ending

March 31, 2014

RECOMMENDATION:

None

FISCAL IMPACT:

Budget based allocations per funding sources

Development	Units Available	January	February	March
Maple Park	56	51	50	53
Town Center	28	28	28	27
Yolo-Heiken	5	5	5	5

Prepared By:

Jeni Bobadilla, Housing Services Manager

Submitted By:

Linda J. Nichols, Executive Director

STAFF REPORT

Date:

June 17, 2014

To:

Board of Commissioners

From:

Raj Samra, Chief Operations Manager

SUBJECT:

Maintenance and Operations

RECOMMENDATION:

None

FISCAL IMPACT:

Not applicable

Department Update:

Total work orders from January 2014 to April 2014 were 130, break down as follows:

Pending

0

Cancelled

0

Scheduled 0

Completed

130

(Completed HQS: 8)

(Completed Turn Over's: 5)

Work Orders by Priority were:

Emergencies 21

5

Routine

104 (1 pest work orders)

Scheduled

0

Turn Over's

Total number of Work Orders & Turn Over's by Projects:

	MAPLE PARK	TOWN CENTER	<u>YOLO</u>	TOTAL
Work Orders	50	68	7	125
<u>Turn Over's</u>	4	1	0	5

Prepared By:

Raj Samra

Chief of Maintenance

Submitted By:

Linda Nichols

Executive Director