



**NOTICE OF REGULAR MEETING**  
**Sacramento Housing and  
Redevelopment Commission**  
**Wednesday, November 1, 2017 – 6:00 pm**  
**801 12<sup>th</sup> Street, 2<sup>nd</sup> Floor Commission Room**  
**Sacramento CA**

**ROLL CALL**

**APPROVAL OF AGENDA**

**CITIZENS COMMENTS**

While the Commission welcomes and encourages participation in the Commission meetings, please limit your comments to three minutes, so that everyone may be heard. If you wish to speak under Citizens Comments or on a posted agenda item, please fill out a speaker card and present it to the Agency Clerk. SHRA provides opportunities for the public to address the Commission at this time in order to listen to opinions regarding non-agendized matters within the subject matter jurisdiction of SHRA. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be "question and answer" periods or conversations with Commission members. Members of the public with questions are encouraged to contact staff before or after the meeting. Commission attendees are requested to silence any electronic devices that they have in their possession during the meeting.

**APPROVAL OF MINUTES – October 25, 2017**

**DISCUSSION/BUSINESS ITEMS**

1. 2018 and Subsequent Years Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and Per Contract Caps for Routine Services
2. Approval of Commercial Property Lease with Downtown Hair for Riverview Plaza

**EXECUTIVE DIRECTOR REPORT**

**COMMISSION CHAIR REPORT**

**ITEMS AND QUESTIONS OF COMMISSION MEMBERS**

**ADJOURNMENT**

**REPORTS:** Copies of documents relating to agenda items are available for review in the Agency Clerk's office located at 801 12<sup>th</sup> Street, Sacramento CA 95814. Agendas and reports are also posted online at [www.shra.org](http://www.shra.org). Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Agency Clerk's office during normal business hours and will also be available at the meeting.

**AMERICANS WITH DISABILITIES ACT:** Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



INVESTING IN COMMUNITIES

## MINUTES

### **Sacramento Housing and Redevelopment Commission (SHRC) Meeting of October 25, 2017**

Meeting noticed on October 20, 2017

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Vice-Chair Jayne Raab.

**MEMBERS PRESENT:** Alcalay, Griffin, Macedo, Morgan, Painter, Raab. Simas, Staajabu

**MEMBERS ABSENT:** Creswell, Johnson (one vacancy)

**STAFF PRESENT:** La Shelle Dozier, David Levin, James Shields, Christine Weichert, Vickie Smith, Lira Goff, Terren Wing, Tina McKenney, Susie Jackson, Yvonne Dang, Angela Jones, Sarah Thomas

APPROVAL OF AGENDA – Items 1 and 2 were presented and approved together. Item # 3 was presented first.

CITIZENS COMMENTS – None.

APPROVAL OF MINUTES – October 4, 2017 minutes were approved unanimously.

#### PUBLIC HEARING

1. Approval of 2018 Sacramento Housing and Redevelopment Agency Budget - City report
2. Approval of 2018 Sacramento Housing and Redevelopment Agency Budget - County report

Tina McKenney and La Shelle Dozier presented the item.

Commissioner Morgan motioned to approve the staff recommendation in the report. Commissioner Griffin seconded the motion. Commissioners voting no indicated that they lacked adequate review time. The votes were as follows:

**AYES:** Griffin, Morgan, Raab, Simas, Staajabu

**NOES:** Alcalay, Macedo, Painter

ABSENT: Creswell, Johnson (one vacancy)

ABSTAIN: None

### WORKSHOP

#### 3. Updated Multifamily Financing and Mortgage Revenue Bond Policies Workshop

La Shelle Dozier announced that staff would make a brief presentation and then take comments. All questions would be answered at a later date, in writing, for this item.

Susan Veazey presented the item.

Darrell Rutherford from the Sacramento Housing Alliance and Holly Wonder-Styles from Mutual Housing provided public comment.

### EXECUTIVE DIRECTOR REPORT

La Shelle Dozier reviewed the following:

- Next Meeting is on November 1st.
- Sutter Place Opening on October 30<sup>th</sup>.

### COMMISSION CHAIR REPORT

None.

### ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Alcalay asked for the following:

- Copy of the survey discussed in the budget
- Guidelines for the Promise Zone
- Notification of items posted to the website.

Commissioner Macedo thanked staff for their help on the Lincoln Manor art project.

### ADJOURNMENT

As there was no further business to be conducted, Vice Chair Raab adjourned the meeting at 7:45 pm.

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Clerk

November 1, 2017



Sacramento Housing and Redevelopment Commission  
Sacramento, California

Honorable Members in Session:

**SUBJECT** 2018 AND SUBSEQUENT YEARS AUTHORIZATION FOR  
SOLICITATION, AWARD AND APPROVAL OF ANNUAL EXPENDITURE  
CAPS AND PER CONTRACT CAPS OF ROUTINE SERVICES

**RECOMMENDATION**

Staff recommends adoption of the attached resolution which authorizes the Executive Director or her designee to: 1) solicit competitive bids and proposals, and award contracts according to adopted Sacramento Housing and Redevelopment Agency (Agency) Procurement Policy and Procedures for routine and recurring services and, 2) authorizes the Executive Director or her designee to execute contracts, in amounts not to exceed annual expenditure or per contract amounts set forth for routine and recurring services.

**CONTACT PERSON**

Wayne Whitley, Procurement Services Supervisor, 916-440-1327

**SUMMARY**

The attached resolution authorizes the Executive Director to solicit competitive bids and/or proposals, make awards, and enter into agreements with the responsive and responsible bidders and/or offerors for the services required in 2018 and the subsequent years as set out in Attachment 1.

**BACKGROUND**

As in previous years, the Agency will procure routine services for various activities such as general administration and operations. This report covers anticipated service requirements during 2018 and subsequent years. If the length of the contract is greater than one year, the resolution authorizes the Executive Director to amend the contract each subsequent year for the dollar amounts listed up to the total number of years listed. Any procurement that exceeds \$100,000 and is not included in this report or in the adopted budget resolution will be presented individually for approval at a future Commission meeting.

## **FINANCIAL CONSIDERATIONS**

Attachment 1 outlines the anticipated procurements for 2018 and subsequent years. This list is similar to the types of routine services that have been previously approved by the Commission and staff does not anticipate any substantial changes to the specifications.

As always, services will be procured by competitive bids and proposals in accordance with the Agency Procurement Policy and Procedures. Funds for the above services will be budgeted in the requesting departments' 2018 and subsequent years operating or project budgets.

## **POLICY CONSIDERATIONS**

Actions proposed in this report are consistent with adopted Agency Procurement Policy and no changes to that policy are currently recommended.

## **ENVIRONMENTAL REVIEW**

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and per Contract Caps is an administrative and fiscal activity and is therefore not considered a project under CEQA, per CEQA Guidelines 15378(b), and exempt under NEPA per 24 CFR 58.34(a)(2) and (3). This is not considered a choice limiting action.

Environmental determinations for individual activities related to routine services, supplies, maintenance and Public Works maintenance projects are detailed in Attachment 2. Many of the activities are exempt or categorically excluded from environmental review under CEQA and NEPA. Some activities, as identified in Attachment 2, will require additional environmental review under CEQA and/or NEPA, which will be required to be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action.

## **M/WBE AND SECTION 3 CONSIDERATIONS**

Minority and Women's Business Enterprise requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable.

Respectfully submitted,

  
LA SHELLÉ DOZIER  
Executive Director

Table of Contents

Attachment 1 – Anticipated procurements for 2018 and subsequent years

Attachment 2 – Environmental Review

Attachment 3 – Resolution

**ATTACHMENT 1**

**2018 AND SUBSEQUENT YEARS AUTHORIZATION FOR SOLICITATION, AWARD  
AND APPROVAL OF ANNUAL EXPENDITURE CAPS AND PER CONTRACT CAPS  
OF ROUTINE SERVICES**

<b>2018 and Subsequent Years Procurements</b>		
<b>Description</b>	<b>Annual Services Expenditure Caps</b>	<b>Maximum Length of Contract</b>
Agenda Management Software	\$35,000	5 Years
Appliance Purchasing	\$150,000	5 Years
Asphalt Surfacing Services	\$100,000	5 Years
Auditing Services	\$250,000	5 Years
Development Finance Software Maintenance	\$150,000	5 Years
Financial Consulting Services	\$250,000	5 Years
Fire Protection Services	\$250,000	5 Years
General Construction Services	\$100,000	5 Years
Glazing and Board-Up Services	\$100,000	5 Years
Gutter Cleaning	\$150,000	5 Years
Hazardous Materials Abatement Services	\$400,000	5 Years
Janitorial Services - Commercial	\$200,000	5 Years
One Solution Software Maintenance	\$100,000	5 Years
One Solution Software Upgrade	\$100,000	5 Years
Pest Control Services	\$300,000	5 Years
Plumbing Services	\$250,000	5 Years
Relocation Services	\$400,000	5 Years
Security Guard Services	\$400,000	5 Years
Security Systems	\$350,000	5 Years
Vacancy Janitorial Services – PHA / Residential	\$300,000	5 Years
Vehicle Purchasing	\$200,000	5 Years
Workplace Violence Prevention Services	\$70,000	5 Years

## Attachment 2

### Environmental Determinations

Authorization for Solicitation, Award and Approval of Annual Expenditure Caps and per Contract Caps is an administrative and fiscal activity and is therefore not considered a project under CEQA per CEQA Guidelines 15378(b), and exempt under NEPA per 24 CFR 58.34(a)(2) and (3). This is not considered a choice limiting action.

Environmental determinations for individual activities related to routine services, supplies, maintenance and Public Works maintenance projects are detailed in the table below:

Activity	CEQA	NEPA
Agenda Management Software	Not subject to CEQA per 15378.	Exempt per 24 CFR 58.34(a)(3).
Appliance Purchasing	Not subject to CEQA per 15378.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3).
Asphalt Surfacing Services	Exempt from CEQA per 15061(b)(3) and 15301.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3). Actual resurfacing activities will require further environmental review. Environmental review will be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action
Auditing Services	Not subject to CEQA per 15378.	Exempt per 24 CFR 58.34(a)(3).
Development Finance Software Maintenance	Not subject to CEQA per 15378.	Exempt per 24 CFR 58.34(a)(3).
Financial Consulting Services	Not subject to CEQA per 15378.	Exempt per 24 CFR 58.34(a)(2).
Fire Protection Services	Exempt from CEQA per 15061(b)(3) and 15301.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3).
General Construction Services	Individual project activities requiring construction services will require further environmental review. Environmental review will be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action.	Individual project activities requiring construction services will require further environmental review. Environmental review will be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action.
Glazing and Board-Up Services	Exempt from CEQA per 15061(b)(3) and 15301.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3).
Gutter Cleaning	Exempt from CEQA per 15061(b)(3) and 15301.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3).
Hazardous Materials Abatement Services	Exempt from CEQA per 15061(b)(3), 15301, and 15330.	Individual project activities requiring Hazardous Materials Abatement Services will require further environmental review. Environmental review will be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action.
Janitorial Services – Commercial	Exempt from CEQA per 15061(b)(3) and 15301.	Cat Ex, converts to Exempt, per 24 CFR 58.35(b)(3).

**RESOLUTION NO. SHRC-\_\_\_\_\_**

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF  
November 1, 2017

**2018 AND SUBSEQUENT YEARS SOLICITATION AWARD AND APPROVAL OF ANNUAL EXPENDITURE CAPS AND PER CONTRACT CAPS OF ROUTINE SERVICES, SUPPLIES, MAINTENANCE AND PUBLIC WORKS MAINTENANCE PROJECTS**

**NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. It is found that the proposed actions are administrative and fiscal activities and are therefore not considered a project under the California Environmental Quality Act (CEQA), per CEQA Guidelines 15378(b), and exempt under the National Environmental Policy Act (NEPA) per 24 CFR 58.34(a)(2) and (3). Environmental determinations for individual activities related to routine services, supplies, maintenance and Public Works maintenance projects are detailed in Exhibit 2. Some activities will require additional environmental review under CEQA and/or NEPA, which will be required to be completed prior to a project contract being executed or prior to taking any choice limiting or discretionary action.

Section 2. The Executive Director or her designee is authorized to solicit competitive bids and proposals, and award contracts according to adopted Agency Procurement Policy and Procedures for routine and recurring services, supplies, maintenance and public works maintenance projects set forth in Attachment 1.

Section 3. The Executive Director or her designee is authorized to execute contracts for routine and recurring services, supplies, maintenance and public works maintenance projects, in amounts not to exceed the annual expenditure cap or per contract cap set forth in Attachment 1.

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CHAIR

ATTEST:

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CLERK





November 1, 2017

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

**SUBJECT:**

Approval of Commercial Property Lease with Downtown Hair for Riverview Plaza

**SUMMARY**

The attached report is submitted to you for review prior to consideration by the City of Sacramento.

**RECOMMENDATION**

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment



**REPORT TO HOUSING AUTHORITY**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

Consent  
**November 14, 2017**

**Chair and Members of the Housing Authority Board**

**Title: Approval of Commercial Property Lease with Downtown Hair for Riverview Plaza**

**Location/Council District:** 600 I Street, Council District 3

**Recommendation:** Adopt a **Housing Authority Resolution** authorizing the Executive Director or her designee to execute a one-year lease with up to four one-year options for renewal with Sumnitra Smith, doing business as (dba) Downtown Hair, for the 600 I Street Riverview Plaza commercial property (Suite 110).

**Contact:** Michael Taylor, Program Manager, Real Estate and Construction Services, 916-449-6285

**Presenters:** Not applicable

**Department:** Sacramento Housing and Redevelopment Agency (SHRA)

**Description/Analysis**

**Issue Detail:** On August 1, 1994 the Redevelopment Agency of the City of Sacramento began leasing commercial space at Riverview Plaza to Valerie M. Wilson, dba Downtown Hair Design, for a 408 square foot beauty salon. Riverview Plaza, located at 600 I Street in Downtown Sacramento, is a mixed use building with commercial and office space on the first two floors and affordable senior housing on floors 3 through 15. Downtown Hair Design serves residents of Riverview Apartments as well as the surrounding community.

A five-year lease with one five-year extension option was approved by the Redevelopment Agency. This lease was amended in 2004 and was assigned to the Housing Authority to transfer the interest in the original lease to the owner of the premises. Since that time, subsequent leases were executed between Downtown Hair Design and the Housing Authority, the most recent of which terminated July 31, 2016. Downtown Hair Design continued on a month-to-month tenancy at the same rent, until Valerie Wilson's daughter, Sumnitra Smith, (who has worked at this location for several years), assumed control over the business and renamed it Downtown Hair. The Housing Authority of the City of Sacramento then entered into a lease effective March 1, 2017 with Sumnitra Smith dba Downtown Hair.

As a result of recent negotiations between the Housing Authority and Downtown Hair, both parties have agreed to a new one-year lease commencing December 1, 2017, with four one-year options for renewal. Upon approval and lease execution, the effective date of the lease will be December 1, 2017. Staff recommends entering into a new lease with this tenant, as they provide a valuable service to the downtown community and Riverview Plaza residents and has been a stable tenant at Riverview Plaza for over 20 years.

**Policy Considerations:** The recommended actions are consistent with the SHRA policies and the ongoing activities at the property. No new policies are recommended in this report.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The proposed action to enter into a new lease with Downtown Hair Design does not include any expansion of use and will continue an existing use in an existing facility. Therefore this action is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Section 15301.

**National Environmental Policy Act (NEPA):** There is no federal funding or other federal action associated with this project; therefore, the National Environmental Policy Act (NEPA) does not apply.

**Sustainability Considerations:** N/A

**Other:** None

**Committee/Commission Action:** At its meeting on November 1, 2017, it is anticipated that the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this item. Staff will notify the Housing Authority Board in the event this does not occur.

**Rationale for Recommendation:** The attached resolution will enable the Housing Authority to enter into a lease with Downtown Hair for one year with up to four one-year options for renewal and allow them to continue to offer a needed service to the community and Riverview Plaza residents.

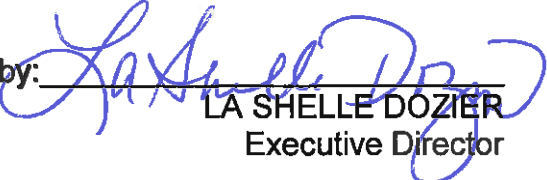
**Financial Considerations:** The monthly rent agreed to is as follows:

Time Period	Monthly Base Rent
12/1/2017 – 8/31/2018	\$662.48
9/1/2018 – 8/31/2019	\$688.98
9/1/2019 – 8/31/2020	\$716.54
9/1/2020 – 8/31/2021	\$745.20
9/1/2021 – 8/31/2022	\$775.01

Per the proposed lease agreement, annual rent will increase 4 percent per year. Additionally, the tenant will pay the cost of electricity, janitorial, and exposed plumbing maintenance/repairs.

**LBE/M/WBE/Section 3 Considerations:** The activities recommended in this report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. City LBE considerations do not apply to this report.

Respectfully Submitted by:



LA SHELLE DOZIER  
Executive Director

**Attachments**

- 01 Description/Analysis and Background
- 02 Resolution
- 03 Exhibit A to Resolution
- 04 Map

**LEASE AGREEMENT**  
**Sumnitra Smith dba Downtown Hair**

THIS LEASE (the "Lease"), dated December 1, 2017 is between the **HOUSING AUTHORITY OF THE CITY OF SACRAMENTO**, a public body, corporate and politic ("LESSOR"), and **TENANT, SUMNITRA SMITH dba Downtown Hair** ("LESSEE").

IT IS AGREED:

**1. TENANT USE OF PROPERTY:**

A. LESSEE's purpose for occupying the premises is for the operation of a Hair Salon. At all times during this Lease, LESSEE shall maintain all applicable certifications and licenses required by federal, state, and local laws and regulations to operate the PROGRAM in the Premises. The Premises shall be used by LESSEE only for purposes related to operation of the Hair Salon and for no other uses without LESSOR'S written consent.

**2. HOURS OF OPERATION:**

A. The Salon shall operate Monday through Sunday, with hours based on demand.

B. Hours shall begin no earlier than 8am and end no later than 8pm.

**3. LEASE TERM:**

A. LESSOR grants to LESSEE a tenancy for one (1) year with up to four (4) one year options, commencing on December 1, 2017, in the following property: approximately 408 square feet located on the first floor of the building located at 600 I Street, Suite 110 (Riverview Plaza), Sacramento California, ("Premises").

(i) Should the Lease expire without extension, LESSEE shall be entitled to hold over for up to sixty (60) days upon the same terms and conditions as in this Lease. Said extension, if any, shall be at the sole discretion of the LESSOR.

**4. RENTAL RATE:**

A. The monthly rental rate shall be as noted below payable on the first of each calendar month. Rent includes water, sewer and garbage. Rent does not include utilities or janitorial services (see Section 6 below).

12/1/17 – 8/31/18 \$662.48

**Renewal Options:**

If tenant has not committed an event of Default at any time during the term and, the original Tenant has not assigned the Lease or sublet the Premises; then, Tenant may renew this Lease up to four (4) times for a period of one (1) year each, by delivering written notice of the exercise thereof (the “Renewal Notice”) to Landlord at least sixty (60) days prior to the expiration of the then current term. The Base rent payable for each of the terms shall be as follows:

9/1/18 – 8/31/19 Option #1 \$688.98

9/1/19 – 8/31/20 Option #2 \$716.54

9/1/20 – 8/31/21 Option #3 \$745.20

9/1/21 – 8/31/22 Option #4 \$775.01

If Tenant exercises its option for the Renewal Term, Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g. moving allowance, construction allowances, and the like) or other tenant inducements. Tenant shall have no further renewal option unless expressly granted by Landlord in writing.

**5. ALTERATIONS BY LESSEE:**

A. No alterations by Lessee are permitted.

**6. UTILITIES AND JANITORIAL SERVICES:**

A. LESSEE shall pay, when due, all gas and electricity charges incurred for heating, lighting, and cooling the Premises during the term of this Lease. If the Premises are not separately metered, then LESSEE shall pay a pro-rata share of all gas and electricity charges based upon the ratio that the square footage leased to LESSEE bears to the entire square footage of the building being served by the same gas and electric meters. In such event, LESSOR shall provide LESSEE with a copy of the monthly invoices for gas and electricity charges and calculate LESSEE’s pro rata share each month. LESSEE shall provide, at its own cost, all necessary janitorial service and shall pay all charges for telephone and internet services furnished to LESSEE.

B. LESSEE shall furnish and replace all electric light bulbs and/or tubes as required during the term of this Lease in the Premises.

C. LESSEE shall share the garbage and waste removal services for the premises. LESSEE shall not overburden these services.

D. LESSEE is responsible for the removal of any bio-hazardous waste.

7. **SIGNAGE:**

All signage shall comply with the local jurisdiction's rules, regulations, and codes. All signage on the exterior and any interior signage, graphics, and displays visible through the exterior windows or doors must be professional in appearance and approved by LESSOR in writing; LESSOR'S approval does not constitute the approval that LESSEE needs to seek from the local jurisdiction.

8. **INDEMNIFICATION:**

A. **By LESSEE.** LESSEE, to the fullest extent permitted by law, agrees to indemnify, defend and hold LESSOR and LESSOR'S governing boards, employees, agents and contractors harmless from all liability, penalties, losses, damages, costs, expenses, causes of action, claims, or judgments arising by reason of any death, bodily injury, personal injury, or property damage resulting from any cause occurring in or about or resulting from an occurrence in or about Premises during the term of this Lease arising from the occupancy, use or control of the Premises by LESSEE and its officers, employees, agents, volunteers, guests and invitees (including Health for All attendees); excluding, however, where such liability, loss or damage is caused by the active negligence, sole negligence or willful misconduct of the LESSOR.

B. **Survival of Obligations.** The provisions of this Section 8 shall survive the expiration or sooner termination of this Lease.

9. **INSURANCE:**

A. **LESSEE's Property Insurance.** LESSEE shall procure and maintain at all times property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," which insurance covers LESSEE's personal property including furniture, fixtures and inventory. Such insurance shall include a waiver of subrogation in favor of LESSOR.

B. **LESSOR's Property Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of property insurance which is at least as broad as the ISO Special Form Causes of Loss (CP 1030) policy, formerly known as "all risks," as well as insurance covering boiler and machinery and compliance with ordinances or laws if appropriate, for the 100% insurable replacement cost of the building and improvements

which contain the Premises. LESSOR may not insure with a deductible or self-insured retention exceeding \$10,000 without the prior written consent of LESSEE.

**C. LESSEE's Liability Insurance.** LESSEE shall procure and maintain at all times, at its cost, commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. LESSEE's general liability policies shall be endorsed to name LESSOR and any lender of LESSOR as additional insured. LESSEE's liability insurance may be provided by a combination of primary, excess and umbrella policies, but all excess and umbrella policies must be at least as broad as the scope of the primary commercial general liability policy.

**D. LESSOR's Liability Insurance.** LESSOR shall procure and maintain at all times, at its cost, a policy or policies of commercial general liability insurance written on an "occurrence" policy form which is at least as broad as the most current ISO Commercial General Liability (CG 0001) policy, insuring liability arising from premises, operations, independent contractors, personal injury and advertising injury, products-completed operations and liability assumed under an insured contract. Coverage shall include a severability of interests provision and shall provide limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate per location. LESSOR may not insure with deductibles or self-insurance retention exceeding \$10,000 without the prior written consent of LESSEE. LESSEE, and in their capacity as such, LESSEE's offices, directors, agents and employees shall be named additional insureds by way of endorsement in the policy or policies of insurance by which LESSOR complies with the above insurance requirements, and LESSOR shall obligate its insurer to notify LESSEE in writing at least thirty (30) days in advance of any cancellation or failure to renew the above insurance during the term of this Lease. LESSOR further agrees to furnish LESSEE with certificates of insurance or copies of the policies evidencing the above coverage upon LESSEE's request.

**10. MAINTENANCE OF FACILITY:**

LESSEE at its cost shall maintain in good repair and tenantable condition, the interior of the Premises along with exterior areas as set forth below. Lessor is responsible for the interior and exterior areas as shown below.

<p>LESSEE is responsible for:</p> <p>Interior, including:  Interior walls  Ceilings</p>	<p>LESSOR is responsible for:</p> <p>Interior:  Plumbing System -inside walls  HVAC equipment</p>
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Glazing Floor coverings Exposed plumbing fixtures Plumbing clogs caused by Lessee Interior lighting fixtures (tubes, ballasts, bulbs) Any furnishings Partitions or systems specifically installed and/or required by the Lessee Burglar alarm monitoring service costs Phone and Data service costs	Electrical wiring systems Water heater Burglar alarm system (installation and equipment maintenance) Fire extinguisher Exterior, including: Exterior walls Exterior Doors Roof Parking lot Exterior lighting and light fixtures HVAC equipment Landscaping Exterior grounds Exterior sidewalks and porches
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When repairs are necessary LESSEE may contact the Sierra Asset Management, Inc. at: 916-636-1870 for assistance. If the request is after normal business hours – tenant should call the same number 916-636-1870 and select the option for after hours emergencies. In either case, LESSOR may cover the cost of the eligible vendor and submit an invoice to LESSEE for reimbursement if it falls within Lessee’s responsibilities. If LESSEE calls a vendor, LESSEE is responsible for payment and responsible for compliance with any hazardous material protocol.

When interior repairs are necessary, outside routine maintenance, LESSEE may submit a written request to LESSOR to assist with the procurement and supervision of the needed service. LESSOR will procure and contract vendor and then submit invoices to LESSEE to be reimbursed for the costs incurred. Payments to vendor shall be based on invoices, LESSOR shall provide copies of these invoices to LESSEE, upon LESSEE’s request. Any change orders shall be approved by LESSEE with LESSEE’s written consent prior to payment.

**11. FACILITY PARKING:**

LESSEE’s employees shall have the right to use one (1) parking space at the property which contains the Premises. The current space designated is C2; however, Lessor has the right to change the location as necessary. There will be no charge for parking, unless otherwise agreed to by amendment.

**12. RISK OF HAZARDS:**

LESSEE shall not do anything on the Premises, nor bring or keep anything thereon which will in any way increase the risk of fire or the rate of insurance, or which shall conflict with the regulations of any fire district having jurisdiction.

**13. LESSEE OWNED ITEMS:**

A. All permanent fixtures, partitions or other improvements made or installed under the requirements of this Lease, by either LESSOR or LESSEE, shall remain the property of the LESSOR. LESSEE shall repair any damage to the leased Premises resulting from removal of any fixture, partition or other improvement installed by LESSEE.

**14. NON-DISCRIMINATION:**

The LESSEE herein covenants by and for itself, and LESSEE'S heirs, administrators, and assigns, and all persons claiming under or through LESSEE that this Lease is made and accepted on the following conditions: that there shall be no discrimination against or desegregation of any person or group of persons, on the basis of race, color, national origin, religion, sex, sexual orientation, gender identity, familial status, language proficiency, age or disability in the leasing, sub-leasing, transferring, use, provision of services, occupancy, tenure, or enjoyment of the premises herein leased nor shall the LESSEE or any person claiming under or through the LESSEE establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sub-lessees, subtenants or vendees in the Premises herein leased.

**15. SUCCESSORS-IN-INTEREST:**

LESSEE may not transfer or assign this Lease without the prior written consent of LESSOR.

**16. WRITTEN COMMUNICATIONS:**

A. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party pursuant to this Lease shall be in writing and either served personally or sent by prepaid, first class, certified mail with return receipt requested.

Such matters shall be addressed to the other party at the following address:

**To LESSOR at:**

Housing Authority of the City of  
Sacramento  
c/o Sierra Asset Mgt. Inc.  
2920 Prospect Pk Dr. Ste. 120  
Rancho Cordova, CA 95670  
Attention: Barbara Kelly

Phone No. (916) 636-1870  
Fax No. (916) 636-1875

**To LESSEE at:**

Downtown Hair  
600 I Street, Suite 110  
Sacramento, California 95814  
Attention: Sumnitra Smith  
  
Phone No. 916-628-1764

or to such other address as a party may designate to the other by notice.

**B.** Any matter mailed pursuant to this paragraph shall be deemed communicated within forty-eight (48) hours from the time of mailing.

**17. DEFAULT.**

Failure by Lessee to comply with the terms this Lease shall be a default and if said default shall continue for ten (10) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**18. RIGHTS AND REMEDIES:**

No delay or omission in the exercise of any right or remedy of either party on any default of the other party shall impair such a right or remedy or be construed as a waiver of such default. Any waiver by either party of any default of the other party shall be in writing and shall not be a waiver of any other default concerning the same or any other provisions of the Lease.

**19. RULES AND REGULATIONS:**

LESSEE's occupancy and use of the Premises shall at all times be conducted in a manner that is in compliance with LESSOR's Rules and Regulations for the property as promulgated from time to time at the sole discretion of LESSOR. An uncured violation of these Rules and Regulations will be a default by LESSEE, in which case LESSOR may terminate this Lease on 48 hours written notice.

**20. GOVERNING LAW.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

[Signatures on next page.]

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Lease as set forth below.

**LESSOR:**

HOUSING AUTHORITY OF  
THE CITY OF SACRAMENTO, a public  
body, corporate and politic

**LESSEE:**

Sumnitra Smith  
dba Downtown Hair

By: \_\_\_\_\_  
LaShelle Dozier  
Executive Director

By: \_\_\_\_\_  
Name Sumnitra Smith  
Title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
AGENCY COUNSEL

# **RESOLUTION NO. 2017 -**

**Adopted by the Housing Authority of the City of Sacramento**

on date of

## **AUTHORIZATION AND CONSENT TO CONTINUE TO LEASE COMMERCIAL SPACE AT 600 I STREET, SUITE 110, SACRAMENTO (RIVERVIEW PLAZA) TO SUMNITRA SMITH DBA DOWNTOWN HAIR**

### **BACKGROUND**

- A. The Housing Authority of the City of Sacramento owns the commercial space located at 600 I Street, Sacramento.
- B. Downtown Hair has been a tenant at 600 I Street, Suite 110 for over 20 years. Sumnitra Smith, daughter of the prior tenant, took over the operation of the hair salon and entered into a lease with the Housing Authority of the City of Sacramento on March 1, 2017.
- C. The proposed action consists of a lease of existing commercial space with no expansion of use or change in the type of use in an existing facility. Therefore, this recommended action is categorically exempt from environmental review under California Environmental Quality Act (CEQA), Guidelines Section 15301.

### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:**

Section 1. All the facts presented having been fully considered, the declarations and environmental findings stated above, are found to be true and correct.

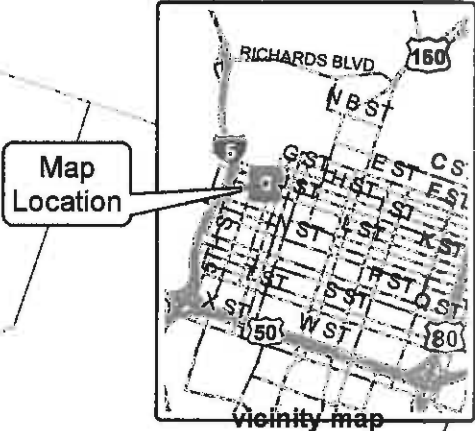
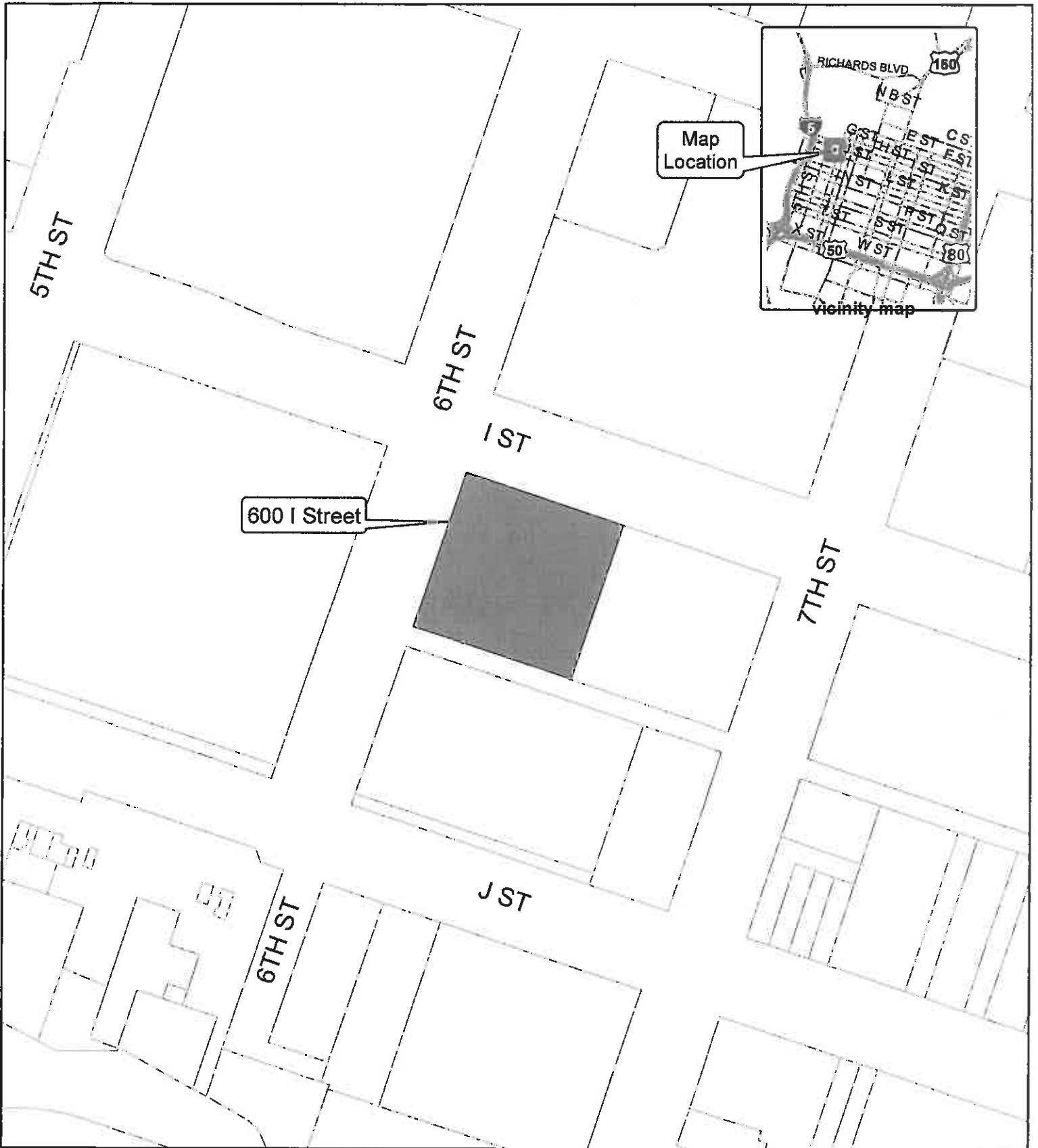
Section 2. The Executive Director is authorized to enter into a lease with Sumnitra Smith dba Downtown Hair for a one-year term with four one-year options for renewal (Exhibit A, hereto). Downtown Hair will occupy approximately 408 square feet, located on the first floor of the building located at 600 I Street, Suite 110 (Riverview Plaza), Sacramento, California.

#### **Table of Contents:**

Exhibit A: - Lease Agreement



# 600 I street Lease for Downtown Hair



600 I St

