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#### **AGENDA**

#### **NRHA Commissioners' Meeting**

Thursday, May 11, 2023 555 East Main Street Norfolk, VA 23501 9:00 a.m.

#### WELCOME AND REMARKS BY THE CHAIR OF THE BOARD

I. <u>APPROVAL OF MINUTES OF COMMISSIONERS' MEETING</u> Pg. 4 April 13, 2023 Board of Commissioners' Minutes

### II. PUBLIC COMMENTS

#### III. <u>RESOLUTIONS</u> Pg. 25

• Resolution Authorizing the Execution and Submission of the FY2022 Choice Neighborhoods Supplemental Grant Agreement to the U.S. Department of Housing and Urban Development for a portion of the St. Paul's Area

Introduction by Michael Clark Interim Executive Director

Presented by Scott Pontz Chief Financial Officer

### IV. EXECUTIVE DIRECTOR REPORTS Pg. 51

- Finance Activities
  - Presentation of FY24 Operating Budget
     Presented by Scott Pontz
     Chief Financial Officer
  - Previous Months Contract Activities
  - Anticipated Requests for Proposals, Qualifications, or Quotations and Invitations for Bids
- Operations
  - Public Housing
  - HCV
  - Other Housing
- Community Engagement
  - Families First Update
- Development
- Other
  - Communications and Government Relations

#### V. **COMMISSIONER COMMENTS**

#### VI. <u>CLOSED SESSION</u> Pg. 83

- 1) Consultation with the Authority's legal counsel regarding probable or actual litigation requiring the provision of legal advice by counsel as authorized by Section 2.2-3711(A)(7) of the Act."
- 2) Personnel matters involving the assignment, appointment, promotion, demotion, performance, salaries, or resignation of employees of the Authority, as authorized by Section 2.2-3711(A)(1) of the Act.

#### **FUTURE MEETINGS**

Board of Commissioners' Meeting and Public Hearing Thursday, June 15, 2023 at 9:00 a.m. 555 East Main Street

Board of Commissioners' Meeting to Approve FY2024 Budget Thursday, June 29, 2023 at 9:00 a.m. 555 East Main Street

#### **MINUTES OF MEETING**

The Commissioners (the "Commissioners" or the "Board") of the Norfolk Redevelopment and Housing Authority (the "Authority" or "NRHA") met in a regular monthly meeting at 555 East Main Street in Norfolk, Virginia (the "City") on Thursday, April 13, 2023.

The meeting was called to order at 9:11 a.m. by Chairman Donald Musacchio. Those Commissioners present and absent were as follows:

Present: Mr. Alphonso Albert

Ms. Rose Arrington (participating by telephone; joined the meeting at

9:40 a.m.)

Ms. Amy Chudzinski (arrived at 9:20 a.m.)

Mr. Elbert Louis

Mr. Donald Musacchio Ms. Suzanne Puryear Dr. Philip Smith Mr. Raytron White

Also present were Michael G. Clark, Interim Executive Director and Secretary, Delphine Carnes, Attorney, and various NRHA staff members.

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#### Welcome and Remarks by the Chairman of the Board

Chairman Musacchio welcomed the Commissioners and thanked them for their participation. He announced that two events at Young Terrace and Grandy Village were held in connection with the opening of the Boys and Girls Club of Southeast Virginia ("BGCSEVA"). Chairman Musacchio recognized Kimberly Thomas, Chief Community Engagement Officer, for all of the great work she accomplished in a short time frame. He noted that today's agenda is fairly lengthy and includes several resolutions for the Board's consideration. Chairman Musacchio explained that an error was made in advertising the public hearing for last month's meeting, and therefore the public hearing for the Capital Fund plan will be held today at 11:00 a.m. He then introduced the two new Commissioners who have been appointed, Mr. Elbert Louis and Dr. Philip Smith. Chairman Musacchio and all of the other Commissioners welcomed Mr. Louis and Dr. Smith to the Board.

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#### I. Approval of Minutes of Commissioners' Meeting

Chairman Musacchio presented for approval the minutes of the March 16, 2023 Board of Commissioners' meeting. Upon motion of Ms. Puryear, seconded by Mr. Albert, the minutes of the March 16, 2023 Board meeting were unanimously approved by all of the Commissioners present. (Ms. Chudzinski and Ms. Arrington joined the meeting after the vote on the minutes was taken.)

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#### II. Public Comments

Chairman Musacchio asked speakers to state their names, addresses and the topics to be presented before making comments to the Commissioners. He reminded those participating online that they can use the "raise your hand" icon to be recognized and added that speakers are to offer only constructive criticism and to refrain from using any profane language.

The first speaker, Javon Bennett, stated that he resides at 1342 Reservoir Avenue and is a representative of the New Virginia Majority. Mr. Bennett noted that he appreciates people being receptive to his comments even when they don't agree with his position. He asked whether any progress has been made in investigating the possibility of installing call towers and also wondered if any safety measures are included in the budget. Mr. Bennett observed that the school year is about to end. Although there have been no shootings at the bus stop this year, he indicated that he wants to make sure that sufficient security measures are in place for the 2023-2024 academic year. Mr. Bennett recommended that a permanent crossing guard be assigned to each community, noting that he is not sure if this is an issue that needs to be addressed by NRHA or the Norfolk City School Board. In closing, Mr. Bennett thanked the Commissioners for their consideration of these issues.

The next speaker, Carl Poole, who resides at 1049 49<sup>th</sup> Street and also represents the New Virginia Majority, stated that he wishes to discuss call towers. He mentioned that he has been researching this technology over the past few months and there is very little data regarding its use in Low-Income Public Housing ("LIPH") communities. Mr. Poole indicated that people make assumptions in the absence of data, assuming, for example, that call towers will be vandalized, damaged by shooters, or will result in the unwanted monitoring of those who use them. He commented that he finds such assumptions ridiculous in the absence of data. He acknowledged that he doesn't know if call towers will work as a safety measure but feels that it is important to give them a try; if they are successful, additional towers can be installed and if they don't work, the towers can be removed. Mr. Poole emphasized that NRHA should not just assume call towers will be unsuccessful, but instead should be more innovative and try using this safety measure in NRHA's public housing communities. He recalled the advice that was given to him by one of his teachers – "To assume is to make an ass out of you and me."

Zoe Willis, a resident of Virginia Beach, introduced herself and commented that she came to thank NRHA for providing funding for the spring break "college tour" trip. She stated that it was a wonderful experience and allowed her to visit Howard University and Old Dominion University. Ms. Willis noted that she was "blown away by everything that she saw." She thanked Mr. White for his efforts and expressed her appreciation to NRHA for its support of this worthwhile program.

Candace Ferebee, another participant in the spring break trip, introduced herself as a senior at Norview High School and stated that she is interested in pursuing a criminal justice major in college. She also thanked the Commissioners for NRHA's support of the college trip, noting that she believes in hard work and is thankful for the opportunity to tour various educational institutions where she can further her studies.

The next speaker, Samya Uzzle, also spoke about her experience on the spring break trip. She described the experience as amazing and reported that her favorite college was Howard University. She thanked Mr. White for his help in making the trip possible and stated that he always keeps his promises. Ms. Uzzle indicated that, thanks to this trip, she now knows where she would like to go to college.

Tiara Lassiter, who resides at 3045 Sewells Point Road, Apartment B1, requested an update from the Board on the status of installing call towers. Ms. Lassiter explained that she was born and raised in LIPH communities and was a resident of Young Terrace for 27 years. She reported that she felt unsafe living in an LIPH community where bullets were shot into the front door and window of her unit. Ms. Lassiter noted that things have gotten even worse and now children have guns and are shooting other children. She stated that her nephew lives in Calvert Square and she is worried about his safety. Ms. Lassiter commented that children are no longer safe and have become de-sensitized to crime. She indicated that she would like to see NRHA at least test call towers to determine if they could provide security benefits without over-policing.

Ms. Lassiter explained that she currently works full-time and is a student at Norfolk State University. She stated that she no longer lives in LIPH and therefore feels much safer and is comfortable allowing her 8-year-old daughter to play outside. Ms. Lassiter explained that the situation is very different for LIPH residents, who are so terrified that they have to run from their cars to their units to avoid being hit by bullets. She expressed her belief that stereotypes can be overcome and people can be taught the advantages of call towers. Ms. Lassiter observed that we are all human beings and need to learn to care more about one another. She added that sometimes you have to see more in order to know there is more to which you can aspire. Ms. Lassiter noted that she learned only as an adult that she could obtain an education and improve her situation. She stated that she was able to gain this perspective only after moving out of LIPH, where she was limited by her circumstances.

Mr. White welcomed the two new Commissioners and thanked Hampton Roads Ventures, Commissioner Puryear and Commissioner Albert for supporting the spring break retreat. Mr. White reported that this program is in its eleventh year and includes not only local children but youth from outside the Hampton Roads area. He emphasized that this is money well spent; it means a tremendous amount to the participants and the program is successful in motivating kids to attend and graduate from college. Mr. White acknowledged the impressive teens who spoke earlier in the meeting, adding that they are so happy and proud to be able to share their experiences. He added that several others are in attendance today. He concluded by thanking everyone involved and commented that NRHA's support of this program is evidence that the agency is moving in the right direction.

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#### III. Resolutions

#### 1) Resolution of Gratitude for Commissioner Timothy Komarek

Chairman Musacchio introduced a resolution of gratitude acknowledging the contributions of Mr. Komarek during his tenure on the Board. He asked Ms. Carnes to read the Resolution. Upon motion of Mr. Albert, seconded by Mr. White, the following resolution was approved by all of the Commissioners present. [Ms. Arrington was not present for this vote.]

#### **RESOLUTION 9526**

WHEREAS, Timothy M. Komarek has served as a member of the Board of Commissioners (the "Board") of Norfolk Redevelopment and Housing Authority (the "Authority") since July, 2022;

WHEREAS, throughout his tenure on the Board, Tim has demonstrated an unwavering support for the Authority's mission of providing decent, safe, affordable housing, as well as related essential services, for the citizens of Norfolk;

WHEREAS, Tim has served as an advocate for the residents of NRHA's communities and a voice for the equitable treatment of such residents, regardless of race, age or economic circumstance, both through his service on the Board and through his work and research as an associate professor of economics at Old Dominion University and as a fellow at the Dragas Center for Economic Analysis and Policy;

WHEREAS, Tim's expertise in economics and public finance brought valuable insight to the Board and was instrumental in assisting the Board to better recognize and assess the impact of NRHA's initiatives on the practical needs of NRHA's residents; WHEREAS, while he served on the Board, the Authority implemented a variety of neighborhood revitalization initiatives that provided significant economic development impacts on the City of Norfolk; and

WHEREAS, Tim has consistently carried out his responsibilities as Commissioner with dedication, perseverance, and pragmatism.

NOW, THEREFORE, BE IT RESOLVED, that we, the Commissioners of the Authority, do hereby take this opportunity to express our sincere appreciation for Tim's service to the Authority and his many contributions to the Board;

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners of the Authority is hereby directed to provide a copy of this Resolution to Timothy M. Komarek, and cause a copy of said Resolution to be placed on record in the office of the Authority.

2) Resolution to Approve an Amendment to the Authority's Revenue and Refunding Bond (Old Dominion University Parking Facility Project, Series 2015) Reissued April 5, 2018

Ms. Carnes introduced resolutions to approve an amendment to the ODU revenue and refunding bonds used to assist in financing the ODU parking facility and student housing projects. She explained that the bonds for the two projects were issued at the same time and indicated that the interest rate was initially LIBOR-based. Ms. Carnes stated that the use of the LIBOR index will be discontinued this year and therefore, it is necessary to amend the bonds to change the interest rate. She introduced bond counsel, Barry Hunter from Kaufman and Canoles, who confirmed Ms. Carnes' description of the need for the resolutions.

Ms. Chudzinski asked for more information about LIBOR. Mr. Hunter explained the acronym (London Interbank Offered Rate) and said it is an index that was created and implemented by a panel of bankers. He commented that the LIBOR index is no longer a rate that is reflective of the market and therefore financing authorities came up with a new index, which is a secured rate that is set every day. Mr. Hunter indicated that the Federal Reserve of New York is the administrator of this new rate, which is set and published daily. Ms. Chudzinski asked whether there is much fluctuation in the rate. Mr. Hunter responded that it generally is not subject to dramatic swings, but the rate does change, based on inflation; the current rate is 4.80%.

Mr. White asked how this rate change impacts NRHA. Mr. Hunter responded that this change will not expose NRHA to any liability as these are conduit bond issuances and the Authority is not responsible for the repayment of the bonds or any interest thereon. He added that

the rate change has no impact on NRHA. Ms. Carnes provided some additional information regarding conduit bonds and the limited role of the Authority in these types of issuances. Mr. White mentioned that he does not fully understand the process and would like more information before voting on the two bond-related resolutions. Chairman Musacchio indicated that a separate briefing can be set up for any interested Commissioners to provide additional information. Mr. Louis asked how often approval of the Board must be obtained in a typical conduit bond transaction. Mr. Hunter replied that the Board approved the bonds when they were initially issued in 2015 and when they were reissued in 2018; the Board's approval is now being sought because of the rate change due to the discontinuance of the LIBOR index. He added that typically no votes are required of NRHA after the initial issuance unless there is a change in the bond terms.

Upon motion of Chairman Musacchio, seconded by Ms. Arrington, the Board voted on Resolution 9527, regarding amendment of the parking facility bonds. Mr. Albert, Ms. Arrington and Chairman Musacchio voted to approve Resolution 9527. Ms. Puryear (stating a conflict of interest), Mr. Louis, Dr. Smith, Ms. Chudzinski and Mr. White abstained from voting on the following Resolution.

#### **RESOLUTION 9527**

WHEREAS, the NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (the "Issuer"), OLD DOMINION UNIVERSITY REAL ESTATE FOUNDATION 45<sup>TH</sup> STREET PARKING GARAGE, LLC, a Virginia limited liability company (the "Borrower"), and SPECIALIZED LENDING, LLC, a Delaware limited liability company (the "Bondholder") developed, and the Board of Commissioners of the Issuer approved, a plan of refinance involving the issuance of the Issuer's Revenue and Refunding Bond (Old Dominion University Parking Facility Project), Series 2015 in the original principal amount of Ten Million Six Hundred Five Thousand and 00/100 Dollars (\$10,605,000) (the "Series 2015 Bond") and in connection therewith the parties entered into a Bond Purchase and Refinancing Agreement dated as of July 1, 2015 (the "BPRA"), whereby (a) the Bondholder agreed to purchase the Series 2015 Bond and (b) the Issuer agreed to cause the proceeds of the Series 2015 Bond to be loaned to the Borrower to refinance the Project, as defined in the BPRA; and

WHEREAS, pursuant to a Modification Agreement dated as of April 5, 2018, among the Issuer, the Borrower and the Bondholder (together with the BPRA, the "Financing Agreement") and an Allonge (the "First Allonge") to the Series 2015 Bond dated April 5, 2018, the Series 2015 Bond was modified and reissued on April 5, 2018 (the Series 2015 Bond as amended by the First Allonge, the "Bond"); and

WHEREAS, the Bond currently bears interest based on a LIBOR index which will be discontinued effective June 30, 2023; and

WHEREAS, the Borrower and the Bondholder desire to replace the existing interest rate on the Bond to the interest rate (the "New Interest Rate") specified in the Allonge (the "Allonge") attached to the Amendment (hereinafter defined) as Exhibit A (which rate is based on the Daily SOFR Rate, a qualified rate under Treasury Reg. Section 1.1001-6); and

WHEREAS, the Borrower has agreed (i) to pay all fees and expenses incurred by the Bondholder, the Issuer and the Borrower, including, without limitation, legal fees, in connection with the transaction; (ii) to pay all interest accrued on the Bond up to the date the New Interest Rate is effective pursuant to the Allonge; and (iii) to satisfy the conditions precedent to the effectiveness of the Amendment and otherwise comply with the terms of the Amendment; and

WHEREAS, there have been presented to this meeting the forms of the following documents and instruments which the Issuer proposes to execute to carry out the transaction described above:

- (a) The Second Modification Agreement dated as of April \_\_\_, 2023 (the "Amendment"); and
  - (b) The Allonge; and

WHEREAS, capitalized terms not defined herein shall have the same meanings set forth in the Financing Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY:

- 1. The Issuer hereby agrees that (i) the Bond shall bear interest at the New Rate, and from the date, set forth in the Allonge, and (ii) the Financing Agreement shall be modified as set forth in the Amendment.
- 2. The Chairman or Vice-Chairman of the Issuer is hereby authorized and directed to execute and to deliver the Amendment to the Bondholder and the Borrower and the Allonge to the Bondholder.
- 3. The Amendment and the Allonge shall be in substantially the forms presented at this meeting, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer of the Issuer executing them, such officer's execution to constitute conclusive evidence of such officer's approval of any such omissions, insertions and changes.

- 4. The Chairman or Vice-Chairman of the Issuer is hereby authorized and directed to execute and deliver all certificates and instruments, including Internal Revenue Service Form 8038, if required, and to take all such further action as such officer may consider necessary or desirable in connection with the amendment of the Bond and the execution and delivery of the Amendment. In furtherance of the foregoing the Chairman or Vice Chairman of the Issuer is hereby authorized, to the extent deemed necessary or advisable with the advice of Bond Counsel, to re-identify on the books and records maintained for the Bond, the hedge contract consisting of the ISDA® Master Agreement dated as of August 28, 2008, between the Borrower and Bank of America, N.A. (the "Bank") together with the related Amended and Restated Schedule to the 1992 ISDA® Master Agreement dated as of July 9, 2015, and the Amended Confirmation of Swap Transaction (REF 13360 779) dated July 9, 2015, and effective August 1, 2015, together with a letter amendment dated April 4, 2018, and effective July 1, 2018 (together with any amendment or adherence to the ISDA 2020 IBOR Fallback Protocol, the "Swap") to insure the Swap remains a qualified hedge with respect to the Bond.
- 5. All costs and expenses in connection with this transaction, including the fees of the Bondholder, the fees and expenses of bond counsel, counsel to the Issuer, counsel to the Bondholder and counsel to the Borrower, shall be paid by the Borrower.
- 6. All actions previously taken by the Issuer, and the Chairman or Vice-Chairman of the Issuer, in connection with the transactions contemplated by this resolution are hereby ratified and approved.
- 7. The Issuer's officers shall perform such other acts as may be required to implement the undertakings as hereinabove set forth.
  - 8. This resolution shall take effect immediately upon its adoption.
  - 3) Resolution to Approve an Amendment to the Authority's Revenue and Refunding Bond (Old Dominion University Parking Student Housing Project, Series 2015) Reissued April 5, 2018

Upon motion of Chairman Musacchio, seconded by Ms. Arrington, the Board voted on Resolution 9528, regarding amendment of the student housing bonds. Mr. Albert, Ms. Arrington and Chairman Musacchio voted to approve Resolution 9528. Ms. Puryear (stating a conflict of interest), Mr. Louis, Dr. Smith, Ms. Chudzinski and Mr. White abstained from voting on the following Resolution.

#### **RESOLUTION 9528**

WHEREAS, the NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY, a political subdivision of the Commonwealth of Virginia (the "Issuer"), OLD DOMINION UNIVERSITY REAL ESTATE FOUNDATION STUDENT HOUSING, LLC, a Virginia limited liability company (the "Borrower"), and SPECIALIZED LENDING, LLC, a Delaware limited liability company (the "Bondholder") developed, and the Board of Commissioners of the Issuer approved, a plan of refinance involving the issuance of the Issuer's Revenue and Refunding Bond (Old Dominion University Student Housing Project), Series 2015 in the original principal amount of Forty-four Million Eight Hundred Thirty-five Thousand and 00/100 Dollars (\$44,835,000) (the "Series 2015 Bond") and in connection therewith the parties entered into a Bond Purchase and Refinancing Agreement dated as of July 1, 2015 (the "BPRA"), whereby (a) the Bondholder agreed to purchase the Series 2015 Bond and (b) the Issuer agreed to cause the proceeds of the Series 2015 Bond to be loaned to the Borrower to refinance the Project, as defined in the BPRA; and

WHEREAS, pursuant to a Modification Agreement dated as of April 5, 2018, among the Issuer, the Borrower and the Bondholder (together with the BPRA, the "Financing Agreement") and an Allonge (the "First Allonge") to the Series 2015 Bond dated April 5, 2018, the Series 2015 Bond was modified and reissued on April 5, 2018 (the Series 2015 Bond as amended by the First Allonge, the "Bond"); and

WHEREAS, the Bond currently bears interest based on a LIBOR index which will be discontinued effective June 30, 2023; and

WHEREAS, the Borrower and the Bondholder desire to replace the existing interest rate on the Bond to the interest rate (the "New Interest Rate") specified in the Allonge (the "Allonge") attached to the Amendment (hereinafter defined) as Exhibit A (which rate is based on the Daily SOFR Rate, a qualified rate under Treasury Reg. Section 1.1001-6); and

WHEREAS, the Borrower has agreed (i) to pay all fees and expenses incurred by the Bondholder, the Issuer and the Borrower, including, without limitation, legal fees, in connection with the transaction; (ii) to pay all interest accrued on the Bond up to the date the New Interest Rate is effective pursuant to the Allonge; and (iii) to satisfy the conditions precedent to the effectiveness of the Amendment and otherwise comply with the terms of the Amendment; and

WHEREAS, there have been presented to this meeting the forms of the following documents and instruments which the Issuer proposes to execute to carry out the transaction described above:

(c) The Second Modification Agreement dated as of April \_\_\_\_, 2023 (the "Amendment"); and

#### (d) The Allonge; and

WHEREAS, capitalized terms not defined herein shall have the same meanings set forth in the Financing Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE NORFOLK REDEVELOPMENT AND HOUSING AUTHORITY:

- 1. The Issuer hereby agrees that (i) the Bond shall bear interest at the New Rate, and from the date, set forth in the Allonge, and (ii) the Financing Agreement shall be modified as set forth in the Amendment.
- 2. The Chairman or Vice-Chairman of the Issuer is hereby authorized and directed to execute and to deliver the Amendment to the Bondholder and the Borrower and the Allonge to the Bondholder.
- 3. The Amendment and the Allonge shall be in substantially the forms presented at this meeting, which are hereby approved, with such completions, omissions, insertions and changes as may be approved by the officer of the Issuer executing them, such officer's execution to constitute conclusive evidence of such officer's approval of any such omissions, insertions and changes.
- 4. The Chairman or Vice-Chairman of the Issuer is hereby authorized and directed to execute and deliver all certificates and instruments, including Internal Revenue Service Form 8038, if required, and to take all such further action as such officer may consider necessary or desirable in connection with the amendment of the Bond and the execution and delivery of the Amendment. In furtherance of the foregoing the Chairman or Vice Chairman of the Issuer is hereby authorized, to the extent deemed necessary or advisable with the advice of Bond Counsel, to re-identify on the books and records maintained for the Bond, the hedge contract consisting of the ISDA® Master Agreement dated as of August 28, 2008, between the Borrower and Bank of America, N.A. (the "Bank") together with the related Amended and Restated Schedule to the 1992 ISDA® Master Agreement dated as of July 9, 2015, and the Amended Confirmation of Swap Transaction (REF 13978919/61829254) dated July 9, 2015, and effective August 1, 2015, together with a letter amendment dated April 4, 2018, and effective July 1, 2018 (together with any amendment or adherence to the ISDA 2020 IBOR Fallback Protocol, the "Swap") to insure the Swap remains a qualified hedge with respect to the Bond.
- 5. All costs and expenses in connection with this transaction, including the fees of the Bondholder, the fees and expenses of bond counsel, counsel to the Issuer, counsel to the Bondholder and counsel to the Borrower, shall be paid by the Borrower.

- 6. All actions previously taken by the Issuer, and the Chairman or Vice-Chairman of the Issuer, in connection with the transactions contemplated by this resolution are hereby ratified and approved.
- 7. The Issuer's officers shall perform such other acts as may be required to implement the undertakings as hereinabove set forth.
  - 8. This resolution shall take effect immediately upon its adoption.

Initially there were insufficient votes to approve Resolutions 9527 and 9528 due to the abstentions of a number of Commissioners. Mr. Hunter asked the Commissioners to reconsider their votes in light of the fact that these bonds, and any amendments thereto, pose no risk to NRHA as the conduit issuer. Mr. Albert stated that he voted in favor of the two resolutions because he understands the process and trusts the advice of legal counsel. He acknowledged, however, that he understands why some of the Commissioners have reservations because anything authorized by the Board might have consequences at some point.

Ms. Puryear commented that she views this differently. She stated that she abstained because she has a conflict of interest, but feels that the role of NRHA as conduit issuer is an integral part of the agency's business and allows these tax free transactions to occur. Dr. Smith asked if this amendment approves a replacement of the reference rate. Mr. Hunter confirmed that this is the case. Dr. Smith observed that LIBOR became a dated reference and was discontinued because it was sometimes used to "game the system." Ms. Arrington observed that she has been on the Board for a long time and has never been concerned about the issuance of bonds by NRHA as a conduit issuer. She suggested that someone might provide additional information to help the new Commissioners understand the process and its value to the Authority.

Ms. Carnes explained that NRHA is not involved in the operations of the two ODU projects, nor is NRHA financially responsible for these projects, but they are both complementary to NRHA's mission. Mr. Louis stated that he understands, but asked Ms. Carnes about fees paid to NRHA in conjunction with its role as issuer. Ms. Carnes provided an overview of the fee structure, noting that it is a "win-win" situation because the agency receives unrestricted income with no liability exposure. Mr. Louis changed his votes from abstentions to voting in favor of both resolutions. Dr. Smith indicated that he now understands these bond issuances are basically an administrative matter and stated that he also no longer wishes to abstain, but now votes in favor of both resolutions.

Ms. Chudzinski asked why the Board needs to vote if these bond issuances pose no

liability to NRHA. Ms. Carnes responded that NRHA, as the conduit issuer, needs to approve the bonds and a change in the interest rate methodology, but she confirmed that the Authority has no involvement in the projects' operations, has no responsibility for the repayment of their debt, and has no exposure to any liability related to these projects. Ms. Chudzinksi expressed her concern that the new rate index may fail, just as LIBOR did. Mr. Hunter explained that the new index, Secured Overnight Financing Rate ("SOFR"), has been carefully vetted. He added that NRHA really should not care about the interest rate because the developer, rather than NRHA, is responsible for paying the interest on the bonds. Ms. Chudzinski responded that she does care about any transaction in which NRHA is involved and feels a responsibility to fully understand what she is approving on behalf of the agency. Chairman Musacchio assured the Commissioners that he would schedule training to provide more information about NRHA's involvement as the conduit issuer in bond transactions.

With the approval of Mr. Louis and Dr. Smith, Resolution 9527 and Resolution 9528 were approved by a majority of the Commissioners present.

#### 4) Resolution to Approve the FY2024 Annual Plan and 5-Year Plan

Ms. Thomas introduced the resolution to approve the FY2024 Annual Plan and the Five-Year Plan (collectively, the "Plan"). She explained that the Plan outlines the goals of NRHA and incorporates any changes to the way the agency conducts its activities. Ms. Thomas indicated that the notes and comments received by NRHA regarding the Plan are all included in the Authority's submission to the U.S. Department of Housing and Urban Development ("HUD").

Upon motion of Ms. Puryear, seconded by Ms. Chudzinski, the following resolution was unanimously approved by all of the Commissioners present, including Ms. Arrington who was participating via telephone.

#### **RESOLUTION 9529**

WHEREAS, the United Stated Department of Housing and Urban Development ("HUD") requires public housing authorities to prepare a Five-Year Plan and Annual Plan for public and assisted housing ("PHA Plan");

WHREAS, the PHA Plan has been prepared with input from the Authority's public and assisted housing residents, has been made available for public inspection and has been the subject of a public hearing held March 16. 2023 at which public comment was invited; and

WHERAS, the PHA Plan is consistent with the Consolidated Plan of the City of Norfolk and the comprehensive housing affordability strategy of the City;

#### NOW, THEREFORE, BE IT RESOLVED that:

- 1. The PHA Plan, a copy of which has been exhibited at this meeting, is hereby approved.
- 2. The Chairperson is hereby authorized to approve the submission of the PHA Plan to HUD and the Executive Director, or his designee, is hereby authorized and directed to take such further actions as may be necessary to carry out the intent of this resolution and to satisfy HUD's requirements in connection with the submission and implementation of the PHA Plan.

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#### IV. <u>Executive Director Comments/Reports</u>

Michael Clark, Interim Executive Director, greeted the Commissioners and commented that, in the interest of time, he is happy to answer any questions now or by email after the meeting. Mr. White asked Sybil Bullock, Occupancy Manager, about Market Heights. He noted that he really doesn't have a question, but wants to thank her and her team for the hard work they did to make these units available to NRHA residents. Mr. White commented that the residents are very happy and love their units. Mr. Clark expressed his thanks as well.

#### Safety and Security:

Mr. Clark then introduced Karen Rose, Security Programs Director. He noted that Ms. Rose is providing a security update to address the many security concerns that have been raised in recent months. Mr. Clark emphasized that these concerns are heard by NRHA and taken very seriously. Ms. Rose gave a PowerPoint presentation. She began by explaining that she is the Director of the Security Programs Department (the "Department") where she and her staff oversee safety and security for LIPH, Housing Choice Voucher ("HCV") and Project Based Voucher ("PBV") communities. Ms. Rose reviewed the diagram on Slide 3 that shows the Department's various functions. She also discussed NRHA's security goals and current operations, as outlined on Slides 3 and 4.

Ms. Rose reported that the Automatic License Plate Reader ("ALPR") cameras have been very helpful in identifying cars involved in drive-by shootings. She reminded everyone that these cameras are intended to identify cars rather than individuals (Slide 7). Ms. Rose then addressed the issue of surveillance cameras, which are effectively used by NRHA to deter, document and reduce crime. She emphasized that it is essential to ensure that the cameras are monitored by trained staff and integrated into other law enforcement activities (Slide 8). Mr. White agreed that the license plate reading cameras are very helpful and stated that he is personally aware of their

use in identifying vehicles, even in other cities; in some situations vehicles involved in criminal activities in Norfolk have been identified by cameras in other localities, enabling the police to apprehend the perpetrators.

Ms. Rose turned to Slide 9 that provides information about the Real-Time Crime Center that allows police to monitor camera feeds on a 24/7 basis from the Crime Center. She explained that this type of collaborative effort increases the responsiveness of the officers who can constantly assess whether any criminal activity is occurring. Mr. White asked if NRHA plans to engage with Norfolk's new Police Chief. Both Ms. Rose and Mr. Clark confirmed that the Authority will be working with the new Chief. Mr. Clark added that, once the new Police Chief is installed, NRHA plans to invite him to the Board meetings and will also schedule meetings with him and his staff as was done in the past with the former Chief.

Dr. Smith asked how many cameras are currently in place. Ms. Rose replied that there are over 100 cameras in NRHA's communities, in both interior and exterior locations. She added that in Oakleaf Forest NRHA owns the streets and therefore cameras have been installed on those thoroughfares. Dr. Smith inquired whether the images produced by these cameras have good enough resolution so that it is easy to clearly identify the activities that are occurring. Ms. Rose responded that the resolution is good and noted that NRHA works with the Norfolk Police Department ("NPD") to review the footage. She explained that her department works very hard to maintain up-to-date, effective equipment.

Mr. Louis asked Ms. Rose how these security initiatives are communicated to residents in ways they can understand. Ms. Rose responded that she and her staff attend the resident meetings, Tenant Management Council ("TMC") meetings, and Resident Advisory Board ("RAB") meetings and are a constant presence in the communities. She added that residents also know that they can reach her on her cell phone. Mr. Louis then asked if additional security resources and programs are implemented during the summer months. Ms. Rose explained that NRHA partners with other organizations to provide outreach and education, such as working with the BGCSEVA. She emphasized that collaboration is the way of the future.

Chairman Musacchio observed that before the pandemic the Board had various committees, which are now being reorganized in light of the new strategic plan. He stated that inperson meetings in the communities proved to be very successful, so that approach will be resumed. Ms. Rose indicated that, prior to COVID, she would also schedule specific meetings in each community twice a month so that residents could talk with her one-on-one. She stressed the importance of that direct communication, which allowed her to listen to residents who provided critical information and helpful recommendations. Mr. White thanked Ms. Rose and her staff for all of their hard work.

#### Overview of Homeownership:

Mr. Clark stated that, in October of 2022, during the budget process, the issue of homeownership was raised and Ms. Puryear asked for more details about the program. He introduced LaShawn Fortes, who is now NRHA's Community Economic Development Director. Ms. Fortes began her PowerPoint presentation by noting that it is essential for NRHA to help its residents prepare for homeownership, which is a very competitive process in the current market. She commented that she and her staff take a holistic approach with each resident, and his or her specific circumstances, to help establish realistic goals.

Ms. Fortes outlined the various issues that are barriers to the realization of homeownership and also spoke about some of the stereotypes regarding vouchers. She reviewed Slide 5, Program Accomplishments, and noted that about \$5 million goes into the City's tax base thanks to the Homeownership Program. Ms. Fortes addressed the benefits of homeownership for children, which include better academic performance and a dramatically decreased likelihood of being on welfare as adults. She also noted that homeownership creates generational wealth (Slide 6).

Cashawn Easter, Neighborhood Programs Director, spoke about Slide 7, which outlines the Down Payment and Closing Costs Assistance Program. She reported that after participants complete the Homeownership Program, they have the opportunity to receive a grant for closing costs and a down payment; these monies do not need to be repaid. Ms. Fortes mentioned that, during COVID, NRHA also renovated fifteen homes in scattered sites with the intent to sell them to residents at the City's appraised value, which was well below the market price. She reported that out of the fifteen homes, fourteen were sold and thirteen of those were sold to LIPH and HCV residents.

Ms. Fortes and Ms. Easter stated that they have a video to show to the Board. Ms. Easter commented that on average NRHA gives fifteen HOME grants per year as part of the Homeownership Program; the number of grants is dependent on funding. Dr. Smith asked if the 147 participants who purchased homes were able to sustain homeownership. Ms. Fortes responded that there is an extremely low foreclosure rate; her staff works closely with clients at their comfort level, which has yielded very successful results. Dr. Smith then inquired about what is needed to expand the Homeownership Program. Ms. Fortes replied that a larger inventory of affordable housing is what is really needed. Dr. Smith asked whether NRHA works with local lenders. Ms. Fortes responded in the affirmative.

Ms. Fortes and Ms. Easter then showed the video, which highlights a former LIPH resident, who purchased a home through the Homeownership Program with help from NRHA, and a local lender who participated in the program by providing an affordable housing loan. In the video, the resident was very pleased to be a first-time homeowner and very grateful for the

support of NRHA through the Homeownership Program.

Mr. Clark responded to Dr. Smith's questions regarding what can be done to expand the Homeownership Program. Mr. Clark indicated that NRHA used to create its own inventory of properties, but the agency no longer receives the funding that enables it to do that. He explained that, to a certain extent, homeowners are at the mercy of the open market. Mr. Clark commented that if NRHA could receive more funding, it could acquire and rehabilitate more properties to be sold. He added that Ms. Fortes, Ms. Easter and their team work very hard to make these success stories happen.

Mr. Albert asked why black females tend to pay more for their homes. Ms. Fortes responded that it is attributable to a lower level of education. Mr. Albert also asked about the scattered sites. Ms. Fortes explained that they were very beneficial and NRHA is just completing rehabbing the last home. She observed that NRHA would love to have the funding to obtain more homes, including acquiring properties through foreclosures. Mr. Clark agreed. He mentioned that the Authority reinvests funds when it can but needs more funding to expand the program. Ms. Puryear commented that she is so proud of the Homeownership Program and all of the hard work invested by Ms. Fortes and her team. Ms. Puryear noted that it makes her heart full when she considers the positive impact of their efforts.

Dr. Smith asked if the Homeownership Program is just for LIPH residents. Ms. Fortes responded that it assists not only residents in LIPH communities, but also recipients of HCVs and PBVs. She explained that these families now get to own a home through this affordable home program. Ms. Fortes added that one resident who purchased a home used to be a HOPE VI resident. She also mentioned that her team collaborates with LIPH, HCV and Family Self-Sufficiency ("FSS") to assist any resident who is ready to participate in the program, which takes approximately two years. [Ms. Puryear left the meeting at 11:05 a.m.]

#### Capital Fund:

Clayton Odom, Design and Construction Management Director, presented a PowerPoint that provided an overview of the FY2023 Capital Fund Grant. He commented that this presentation was given to the Board at its prior meeting and has also been shared with residents and made available online. Mr. Odom discussed the slide showing an increase in funding and indicated that the funds will be used to help pay for construction, renovations, mold remediation and unit upgrades in various communities as needed. He then reviewed the slides showing funding uses for each of the specific communities.

Ms. Chudzinski asked for an explanation of the term "fringe benefits" as referenced in Mr. Odom's PowerPoint. She also inquired who decides how to allocate the funds among the different communities and whether \$100,000 is sufficient to meet the various needs. Mr. Odom

explained the term "fringe benefits". With regard to the cost of certain renovations and upgrades, Mr. Odom noted that there are other sources of funds that the staff can tap to meet individual community needs. Mr. White questioned why certain communities get certain funds and wondered who makes funding decisions when urgent needs arise. Mr. Odom responded that his staff thoroughly examines the specifics of each situation to determine the needs and to evaluate which of those needs are the most urgent and which funding source can be used.

Mr. White commented that it seems as if many of the elevators have been breaking down and he asked if that equipment is under warranty. Mr. Odom confirmed that the elevators are under warranty and there are also service contracts in place. Mr. White suggested that NRHA train its own employees to reduce the need for outside contracts. Mr. Odom explained that NRHA staff does provide maintenance services in some areas, but an outside company is needed to work on the elevators. Mr. White added that residents could be trained and hired to provide painting and cleaning services in some of the neighborhoods. Mr. Clark agreed and noted that such training is currently being provided through resident services. He commented that the Capital Fund Plan addresses funding activities related to major projects that are undertaken over a period of years. Mr. Louis inquired whether Capital Funds are used for relocations. Mr. Clark responded that relocations are paid for with funds other than capital funds, which are generally reserved for bricks and mortar.

Chairman Musacchio opened the public hearing at 11:19 a.m. A court reporter was present to document the proceedings. No individuals were present in person or online and no one raised a question in the online chat box. Makiesa Cruse checked the hallway, the online site and the telephone line to determine if any potential speakers were present. There was one comment online from Monet Johnson, who stated "The plan to over-police the community is unacceptable. This is exactly what residents were afraid of." There were no other comments and Chairman Musacchio closed the public hearing at 11:21 a.m.

Finance: Presentation of 2022 Audit Report

Scott Pontz, Chief Financial Officer, presented the audit report. He explained that there will be a separate budget workshop to review how NRHA obtains funding and how such funding is budgeted. Mr. Pontz introduced the auditor, Donald Jump, CPA, who was participating through a video telephone connection. Mr. Pontz noted that Mr. Jump's firm, Jump, Perry and Company, L.L.P., is comprised of experts in the public accounting field.

Mr. Jump provided a PowerPoint presentation summarizing the 2022 Audit. He noted that the opinions related to the audit are unmodified, which is a positive sign. Mr. Jump reviewed management responsibilities (Slides 5 and 6). He explained that, when reviewing NRHA's financial statements, his team tries to evaluate risks, and focuses on the grants themselves, the leases receivables (because of the new Governmental Accounting Standards Board ("GASB")

requirement on that point), the notes receivables and the pension liabilities. Mr. Jump then turned to Slide 9 that lists the financial statements disclosures and includes important footnotes, several of which are based on GASB requirements. He also indicated that GASB has mandated certain changes that require recording leases as receivables on the books of NRHA. (Slide 10)

Mr. Jump noted that this year the audit concentrated on LIPH and the Capital Fund program (Slide 12) and stated that, with regard to the Capital Fund, "performance" means that NRHA has to obligate those funds within a certain time frame (Slides 13 and 14). He reported that Slide 15 covers information that shows the audit revealed no material weaknesses or significant deficiencies. Mr. Jump mentioned that there was a finding in last year's audit; the finding was not material, but the auditors made recommendations to be implemented by NRHA management to address the underlying situation. He reviewed Slide 17, Additional Required Communication, which showed no significant issues and noted again that the recommendations made by the auditors are being implemented by the agency (Slide 18). Mr. Jump reviewed Slide 19, which outlines future GASB statements that will require certain changes with respect to how various activities are accounted for and reflected on the books. He concluded by thanking Mr. Pontz and his team for their work and cooperation.

Mr. Louis asked about Slide 10 and the lease receivables. Mr. Jump explained that this is a change in GASB requirements regarding the need to reflect leases on the books. He added that leases now need to be shown as receivables for their present value, which is a change from the former practice. Mr. Pontz observed that government agencies have some long-term leases, such as copiers, so the GASB now requires these agencies to include on their books the present value of the lease payments over the term of the lease.

Ms. Chudzinski inquired about "bad debt." Mr. Pontz responded that this is the write-off for uncollected rents and noted that it is particularly high because the Authority was not allowed to enforce rent collection during COVID. Chairman Musacchio agreed and commented that the rent losses during the pandemic are monies that cannot be recovered. Mr. Pontz indicated that since the moratorium has expired NRHA can now work with tenants to collect past rent due or proceed with evictions when necessary. He also informed the Commissioners that the Board Packet contains an audit summary, including the variance analysis, which is very helpful.

Dr. Smith asked Ms. Carnes about the responsibility of the Board with respect to the audit. Ms. Carnes explained the Board's fiduciary role and reviewed how the audit analyzes funding sources for separate programs (e.g. LIPH and Section 8), financial trends, and prior findings. She noted that it is difficult for the newer Commissioners to assess the audit information today without the benefit of having been present for the budget process presentations throughout the year. Ms. Carnes also explained that it is unrealistic to expect each and every Commissioner to understand every single line item in NRHA's financial statements. She observed that the Authority is a very complex entity and some of the line items are the result of

accounting presentations, which reflect sources and expenditures in a different manner than they might be shown in the budget. Ms. Carnes recommended that the Commissioners read the audit summary in the Board Packet and feel free to pose any questions they might have to Mr. Jump or Mr. Pontz and his staff in order to feel comfortable.

Mr. Jump addressed the Commissioners once again and expressed his agreement with Ms. Carnes' analysis. Dr. Smith asked whether the Board needs to vote to approve the audit. Ms. Carnes explained that the Board approves NRHA's budget but does not need to vote on the audit. Mr. White asked Mr. Jump if NRHA is performing well overall. Mr. Jump confirmed that the audit indicates that the agency is doing very well. Mr. Pontz added that NRHA is following its plan to become financially sustainable by 2027, mentioning that this cannot be accomplished any faster due to the Tidewater Gardens initiative.

Ms. Chudzinski pointed out a significant deficiency that is reflected in the audit as not having been corrected yet. Mr. Pontz explained that the deficiency is not material in terms of the amount of money it involves but is significant in terms of how NRHA's programs are administered. He commented that NRHA is hiring a consultant to help the agency address this issue. Chairman Musacchio thanked Mr. Jump for his thorough and informative presentation, as well as his work, and the efforts of his team, in preparing NRHA's audit.

. . .

#### V. Commissioner Comments

None.

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#### VI. Closed Session

At 11:59 a.m. upon motion of Ms. Chudzinski, seconded by Mr. White, the following resolution was approved by all of the Commissioners present in person and via telephone, with the exception of Dr. Smith who abstained. [Mr. Albert and Ms. Puryear had already left the meeting when this vote was taken.]

#### **RESOLUTION 9530**

**BE IT RESOLVED**, that the Authority will convene in a closed meeting pursuant to the Virginia Freedom of Information Act, as amended (the "Act"), to discuss the following

matters which are specifically exempted from public disclosure by the code section referred to below:

Resolution Convening a Closed Meeting on April 13, 2023 for:

1) "Consultation with the Authority's legal counsel regarding probably or actual litigation requiring the provision of legal advice by counsel as authorized by Section 2.2-3711(A)(7) of the Act."

Update on lawsuit brought against NRHA and several NRHA employees.

2) "Personnel matters involving the assignment, appointment, promotion, demotion, performance, salaries, or resignation of employees of the Authority, as authorized by Section 2.2-3711(A)(1) of the Act."

Update on the Executive Director recruitment process.

At 12:30 p.m. upon motion of Dr. Smith, seconded by Ms. Chudzinski, the following resolution was unanimously approved by all of the Commissioners present. [The following Commissioners were no longer participating in the meeting when the vote to certify the closed meeting was taken: Mr. Albert, Ms. Arrington and Ms. Puryear.]

#### **RESOLUTION 9531**

**WHEREAS**, the Authority has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

**WHEREAS**, Section 2.2-3712.D of the 1950 Code of Virginia, as amended, requires a certification by this Authority that such closed meeting was conducted in conformity with Virginia law;

**NOW, THEREFORE**, upon motion duly made and seconded, BE IT RESOLVED, that the Authority hereby certifies that, to the best of each Commissioner's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were heard, discussed or considered in the closed meeting, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Authority.

. . .

Following the closed session, Mr. White reported that, as part of the spring break event he organized, several children had the opportunity to visit the Bentley headquarters in Washington, D.C., where they were hosted by the Bentley staff. He then introduced the Commissioners to the student participants, 9<sup>th</sup> through 12th graders, who are attending today's meeting.

There being no further business, th	e meeting was adjourned at 12:36 p.m
	Secretary
 Chair	



# Resolution NRHA Board of Commissioners

**Subject:** Resolution Authorizing the Execution and Submission of the FY 2023 Choice Neighborhoods Implementation Supplemental Grant Agreement to the U.S. Department of Housing and Urban Development for a portion of the St. Paul's Area

**Executive Contact:** Michael Clark **Date:** May 11, 2023

#### BACKGROUND

This Resolution involves additional funding under the Choice Neighborhoods Initiative Implementation Grant. The Choice Neighborhoods Initiative ("CNI") program supports the transformation of neighborhoods into sustainable mixed-income communities. Under the CNI Program, competitive implementation grants are available in amounts of up to \$30 million each. In 2018, NRHA and the City of Norfolk (the "City") jointly submitted to the U.S. Department of Housing and Urban Development ("HUD") an application for an implementation grant to help fund the redevelopment of a portion of the St. Paul's Area that includes the Tidewater Gardens community (the "Project"). In 2019, NRHA and the City were awarded a \$30 million CNI implementation grant (the "Grant").

The project is underway, and the first two blocks are under construction. In light of increased construction costs, earlier this year, NRHA and the City applied for additional CNI grant funds made available by HUD through a competitive process among existing recipients of CNI grants. In April 2023, HUD notified NRHA and the City that the Project was selected to receive a supplemental CNI grant in the amount of \$10 million (the "Supplemental Grant"). The supplemental grant award is conditioned on NRHA and the City entering into an agreement with HUD, which sets forth the requirements related to implementation of the CNI funding to support the Project: the FY 2022 Choice Neighborhoods Supplemental Grant Agreement (the "Supplemental Grant Agreement") and Form HUD-1044 Assistance Award/Amendment must be executed and submitted to HUD no later than June 1, 2023.

This Resolution (i) authorizes NRHA to accept the Supplemental Grant award of \$10 million by entering into the Supplemental Grant Agreement and (ii) authorizes NRHA's Interim Executive Director, or his designee, to execute the Supplemental Grant Agreement and Form HUD-1044 and related documents, to submit the documents to HUD within the designated time frame, and to take all other actions necessary or desirable to facilitate acceptance of the Supplemental Grant.

**Recommendation:** Adopt Resolution.

# RESOLUTION AUTHORIZING THE EXECUTION AND SUBMISSION OF THE FY2022 CHOICE NEIGHBORHOODS SUPPLEMENTAL GRANT AGREEMENT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A PORTION OF THE ST. PAUL'S AREA

WHEREAS, the City of Norfolk (the "City") and Norfolk Redevelopment and Housing Authority (the "Authority") are partnering on the redevelopment of an area of the City designated as the "St. Paul's Area," which includes the Tidewater Gardens, Calvert Square and Young Terrace public housing communities;

WHEREAS, the Choice Neighborhoods Initiative ("CNI") supports the transformation of neighborhoods of concentrated poverty into sustainable mixed-income communities with a focus on housing, successful residents and vibrant neighborhoods;

WHEREAS, in 2010, the City and the Authority partnered on the development of a CNI planning grant to prepare a transformation plan for the St. Paul's Area;

WHEREAS, the plan prepared pursuant to the CNI planning grant was completed and submitted to the U.S. Department of Housing and Urban Development ("HUD") in 2014;

WHEREAS, under the CNI program, competitive implementation grants are available in the amount of up to \$30 million each to help fund redevelopment plans;

WHEREAS, in September of 2018, the City and the Authority jointly applied for a CNI implementation grant for a portion of the St. Paul's Area that includes the Tidewater Gardens public housing community (the "Project");

WHEREAS, in February 2019, HUD selected the City and the Authority to receive a CNI implementation grant funding award in the amount of \$30 million for the Project (the "Grant");

WHEREAS, in order to accept the Grant, by Resolution dated June 13, 2019, the Board authorized the Authority to execute and submit to HUD the FY 2018 Choice Neighborhoods Implementation Grant Agreement;

WHEREAS, in light of increased construction costs, the Authority and the City determined it was necessary to apply for a competitive allocation of additional CNI funds and, in February 2023, the City and the Authority jointly applied for CNI supplemental grant funds for the Project; and

WHEREAS, in April 2023, HUD selected the City and the Authority to receive a FY 2022 Choice Neighborhoods supplemental grant funding award in the amount of \$10 million for the Project (the "Supplemental Grant");

WHEREAS, in order to accept the Supplemental Grant, the Authority and the City are required to execute a FY 2022 Choice Neighborhoods Supplemental Grant Agreement (the "Supplemental Grant Agreement") and an Assistance Award/Amendment ("Form HUD-1044" and, together with the Supplemental Grant Agreement and any other documents required by HUD in connection with the Supplemental Grant, collectively, the "Supplemental Grant Documents") and submit the Supplemental Grant Documents to HUD no later than June 1, 2023; and

WHEREAS, the Authority desires, and it is in the best interests of the Authority and the Project, to accept the Supplemental Grant and enter into the Supplemental Grant Documents;

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Norfolk Redevelopment and Housing Authority as follows:

- 1. The Authority is hereby authorized to accept the Supplemental Grant by entering into the Supplemental Grant Documents;
- 2. The Interim Executive Director, or his designee, is hereby authorized to execute the Supplemental Grant Documents and submit them to HUD on or before June 1, 2023, to execute and deliver any and all other agreements, instruments and documents as may be necessary or desirable to facilitate acceptance of the Supplemental Grant, to consummate the transactions contemplated by the foregoing resolutions, and to take such other actions as he may deem necessary or desirable to carry out the intent of this Resolution.
- 3. All actions previously taken by the Authority in connection with the transactions contemplated by this Resolution are hereby ratified and approved.
  - 4. This Resolution shall be in effect from and after the date of its adoption.

#### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WASHINGTON, DC 20410-5000



OFFICE OF PUBLIC AND INDIAN HOUSING

#### May 1, 2023

SUBJECT: Transmittal of FY 2022 Choice Neighborhoods Supplemental Grant Agreement

Dear Grantee:

Once again, congratulations on your selection to receive a FY 2022 Choice Neighborhoods Supplemental Grant funding award. This letter transmits your Grant Agreement.

Enclosed are one copy of your FY 2022 Choice Neighborhoods Supplemental Grant Agreement and the Assistance Award/Amendment form (HUD-1044). These documents memorialize the agreements made between you and your Co-Applicant (if any), as the Grantees, and HUD, and incorporates all documents relating to the grant, including the FY 2022 Notice of Funding Opportunity (NOFO), your application, and all subsequent documents. The HUD-1044 form serves as the coversheet to the Grant Agreement. Please note that the terms of the Grant Agreement are not negotiable. In order to proceed with the processing of your Grant Agreement, please do the following:

- 1. Obtain a Board Resolution authorizing the Lead Grantee's Executive Director/executive officer to sign the Grant Agreement and form HUD-1044.
- 2. The Executive Director/executive officer of the Lead Grantee signs and dates the HUD-1044 form in block 19. Only one copy of this form needs to be signed. The HUD-1044 form serves as the coversheet to the Grant Agreement.
- 3. The Executive Director/executive officer for both the Lead Grantee and Co-Grantee must sign the signature page in the Grant Agreement document. The signatures of the Executive Director/executive officer of the Lead Grantee and the Executive Director/executive officer of any Co-Grantee(s) must be on the same page (not separate copies of the signature page).
- 4. The Lead Grantee and any Co-Grantee must also provide documentation in accordance with the "Conducting Business in Accordance with Ethical Standards/Code of Conduct" requirement found in Section VI.B of the NOFO. All Federal recipients must develop and maintain written standards/codes of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Before entering into an agreement with HUD, each selected applicant must ensure an up-to-date copy of the organization's code of conduct is available in the Code of Conduct e-library. HUD's Code of Conduct website URL is:
  - https://www.hud.gov/program\_offices/spm/gmomgmt/grantsinfo/conductgrants. If the code(s) of conduct is on the website and information has not changed, please note that when you provide the other Grant Agreement-related documents.
- 5. Return the signed Grant Agreement, the HUD-1044 form, and a copy of the Board Resolution to Ms. Caroline Tatalovich by **Thursday**, **June 1**, **2023**. Please submit via email to Caroline.C.Tatalovich@hud.gov.

Once the Grant Agreement, copy of the Board Resolution, and copy of the code(s) of conduct are received by HUD, the Deputy Assistant Secretary for the Office of Public Housing

Investments will sign and date the final signature block on the signature page of the Grant Agreement, which will be the effective date of the Grant Agreement. The original will be kept by the Department and an executed copy will be transmitted to you via e-mail to keep in your records and administer accordingly.

Please be reminded that Supplemental Grant funds may only be used for the construction of replacement housing in mixed-income developments as detailed in the Transformation Plan of the original Choice Neighborhoods Implementation Grant. All funding will be put in the Dwelling Structures Budget Line Item (BLI 1460) on the Choice Neighborhoods budget form. These grant funds may not be used for any other activity that is typically eligible with Choice Neighborhoods funding. In addition, Grantees must continue to demonstrate that this Supplemental Grant does not supplant planned uses with the original Implementation Grant funds. Accordingly, recipients of a Supplemental Grant will not be able to revise the budget of the original Implementation Grant to reduce the amount of funding budgeted for unit development (BLI 1460) nor increase the budget for other activities such as Administration (BLI 1410) and Fees & Costs (BLI 1430). HUD will release the grant funds in LOCCS for drawdown in conjunction with HUD's final approval of a housing development proposal and related evidentiary documents.

Again, congratulations on receipt of this Supplemental Grant. We look forward to continuing to work with you and your partners in conducting the transformation of severely distressed public and assisted housing, and we thank you for your participation in the Choice Neighborhoods Initiative.

Sincerely,

Luci Blackburn

Director, Choice Neighborhoods Program Office of Public Housing Investments

Luci Ann Blackburn

Enclosures

# **FY 2022** Choice Neighborhoods Supplemental Grant Agreement

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#### FY 2022 Choice Neighborhoods SUPPLEMENTAL GRANT AGREEMENT

This grant agreement ("Grant Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and the Lead and Co-Applicant (if applicable) (collectively, the "Grantee"). On April 11, 2023, HUD awarded the Grantee a Choice Neighborhoods Supplemental Grant ("Supplemental Grant"), for the construction of replacement housing in mixed-income developments related to a previously awarded Choice Neighborhoods Implementation Grant. To the greatest extent practicable, the Grantee's Choice Neighborhoods Implementation Grant Agreement and this Supplemental Grant Agreement will be read consistently. In the event of a conflict between these Agreements, HUD will, in its sole discretion, resolve the conflict.

HUD agrees, subject to the terms of this Grant Agreement, to provide Supplemental Grant funds to the Grantee, in the total amount listed on the form HUD-1044. The same entity that is/was designated with access to the Line of Credit Control System (LOCCS) for drawing down grant funds for the previously awarded Choice Neighborhoods Implementation Grant will be the designated entity to draw down funds for this grant.

The assistance that is the subject of this Grant Agreement is authorized by, and required to be used in accordance with, Section 24 of the U.S. Housing Act of 1937, the Consolidated Appropriations Act, 2021 (Public Law 116-260, approved December 27, 2020), and Consolidated Appropriations Act, 2022 (Public Law 117-103, enacted March 15, 2022) (collectively the "Choice Neighborhoods Authorization").

The Assistance Award/Amendment form (HUD-1044) and Exhibit A are incorporated into and subject to the terms of this Grant Agreement.

HUD and the Grantee hereby agree to be bound by the following terms and conditions of this Grant Agreement:

#### **ARTICLE I.** Grant Award Date and Period of Performance

The Grant Award Date is April 11, 2023. The Period of Performance Start Date is one day after the Grant Award Date (April 12, 2023) and the End Date is either three years from the date of the Grant Agreement execution or one year after the expiration date of the current Implementation Grant, whichever is later. Refer to the HUD-1044 form for the specific applicable date.

#### **ARTICLE II. Choice Neighborhoods Requirements**

The Grantee agrees to conduct all activities assisted with funds provided under this Grant Agreement in accordance with the following requirements, as such requirements now exist or as they may hereafter be amended (hereafter collectively referred to as the "Choice Neighborhoods Requirements"):

- A. the U.S. Housing Act of 1937, as amended (the "1937 Act"), as applicable, and all implementing regulations;
- B. the Consolidated Appropriations Act, 2021 (Public Law 116-260, approved December 27, 2020) and Consolidated Appropriations Act, 2022 (Public Law 117-103, enacted March 15, 2022);
- C. the Fiscal Year (FY) 2022 Notice of Funding Opportunity for the Choice Neighborhoods Initiative Implementation Grants published via Grants.gov on September 30, 2022 (the "Choice Neighborhoods Implementation NOFO").
- D. 31 U.S.C. § 1552. In accordance with this statute, all FY 2021 funding must be expended by September 30, 2028, and all FY 2022 funding must be expended by September 30, 2031. Any funds that are not expended by that date will be cancelled and recaptured by the Treasury, and thereafter will not be available for obligation or expenditure for any purpose. However, as stated in the NOFO, the Grant Term for this Supplemental Grant is either three years from the date of the Grant Agreement execution or one year after the expiration date of the current Implementation Grant, whichever is later.
- E. In accordance with section 24(e)(2)(D) of the 1937 Act, Grantees must involve affected residents of the targeted public and/or assisted housing during the implementation process. Grantees are required to involve the affected public and/or assisted housing residents in the implementation of the Transformation Plan. This involvement must be continuous from the beginning of the planning process through the implementation and management of the grant. In addition to the statutory requirement, unless HUD indicates otherwise in writing, Grantees will be expected to undertake resident and community involvement in a manner and method at least as comprehensive as that described in your grant application.
- F. all executive orders applicable to the activities being conducted with funds provided under this Grant Agreement;
- G. the terms and requirements of this Grant Agreement, and any amendments or addenda thereto;
- H. all other applicable Federal requirements, including, without limitation, those set forth the FY 2021 and FY 2022 appropriations acts and those set forth in Appendix A; and
- I. all regulations, handbooks, notices, and policies applicable to the activities being conducted with funds provided under this Grant Agreement.

#### **ARTICLE III. Program Overview**

Goals of the Choice Neighborhoods Program. The Choice Neighborhoods Program employs a comprehensive approach to neighborhood transformation. The program transforms neighborhoods of concentrated poverty into mixed-income neighborhoods of long-term viability by revitalizing severely distressed public and/or assisted housing; improving access to economic opportunities; and investing and leveraging investments in well-functioning services, effective schools and education programs, public assets, public transportation, and improved access to jobs. Choice Neighborhoods ensures that current residents benefit from this transformation by preserving affordable housing in the neighborhood or providing the choice to move to affordable housing in another neighborhood of opportunity. The purpose of this grant is to implement a Transformation Plan that has been developed through a local planning process and furthers the goals of the Choice Neighborhoods Program. The core goals of Choice Neighborhoods are:

- 1. **Housing**: Replace severely distressed public and assisted housing with high-quality mixed-income housing that is well-managed and responsive to the needs of the surrounding neighborhood;
- 2. **People**: Improve outcomes of households living in the target housing related to employment and income, health, and children's education; and
- 3. **Neighborhood**: Create the conditions necessary for public and private reinvestment in distressed neighborhoods to offer the kinds of amenities and assets, including safety, good schools, and commercial activity, that are important to families' choices about their community.

#### **ARTICLE IV. Choice Neighborhoods Transformation Plan**

A. The Grantee's Choice Neighborhoods Transformation Plan ("Transformation Plan"), previously funded with a Choice Neighborhoods Implementation Grant, consists of a document or documents reviewed and approved by HUD through its grant management of the previously awarded Choice Neighborhoods Implementation Grant to govern the transformation of the neighborhood. This Supplemental Grant is intended to support continued progress in developing the Housing component of the Transformation Plan.

#### **ARTICLE V. Supplemental Grant Activities and Requirements**

A. Program Activities. Supplemental Grant funds may only be used for the construction of replacement housing in mixed-income developments as detailed in the Transformation Plan of the original Choice Neighborhoods Implementation Grant. All funding will be put in the Dwelling Structures Budget Line Item (BLI 1460) on the Choice Neighborhoods budget form. These grant funds may not be used for any other activity that is typically eligible with Choice Neighborhoods funding. In addition, Grantees must continue to demonstrate that this Supplemental Grant does not supplant planned uses with the original Implementation Grant

funds. Accordingly, recipients of a Supplemental Grant will not be able to revise the budget of the original Implementation Grant to reduce the amount of funding budgeted for unit development (BLI 1460) nor increase the budget for other activities such as Administration (BLI 1410) and Fees & Costs (BLI 1430).

B. Program Requirements. Grantees must continue to comply with the Program Requirements stated in the Choice Neighborhoods Implementation NOFA/NOFO under which the Implementation Grant was previously awarded and the Implementation Grant Agreement.

#### **ARTICLE VI. Changes to the Transformation Plan**

- A. Changes Requiring Prior HUD Approval. If the following activities in the application are to be modified or amended, the Grantee must request and obtain prior written HUD approval:
  - 1. the Program Schedule. The Grantee must inform HUD immediately, in writing, of any problems, delays or adverse conditions that will materially impair the Grantee's ability to comply with the Program Schedule, and include a statement of action taken, or proposed to be taken, and any assistance needed to resolve the situation. HUD must approve any proposed changes to the Program Schedule that would modify any date or time period;
  - 2. the form of program oversight or governance;
  - 3. the Housing plan, including the number of housing units to be developed or rehabilitated in a phase (whether or not there is an associated budgetary revision requiring prior approval), the unit mix, the location of housing, the design, or any other changes that materially affect the Transformation Plan;
  - 4. an extension of the Grant Term of this Supplemental Grant provided under this Grant Agreement, not to go beyond the statutory timeframes; and
  - 5. changes in the entities or individuals, including any key partners specified in the Transformation Plan as having key responsibilities for implementing the Transformation Plan (or any component(s) of the Transformation Plan). Subgranting, subcontracting or otherwise obtaining the services of a third party to perform activities that are central to the purposes of the Transformation Plan will constitute such a change in entities or individuals.
- B. Changes Requiring Grant Agreement Amendment. For the following types of revisions to the Transformation Plan, the Grantee must submit a written request to HUD and must receive HUD's written authorization prior to making any such changes:
  - 1. change in the total dollar amount of the grant; and/or
  - 2. change in the Development for which funds provided under this Grant Agreement are made available.

Upon HUD's written approval, the change will be implemented by the execution of an amendment to this Grant Agreement and shall consist of a revised Form HUD-1044 if there is a change in the dollar amount of the grant.

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#### **ARTICLE VII. Choice Neighborhoods Budget and Funding Requests**

- A. Budget. The Grantee must ensure that funds provided under this Grant Agreement are expended in accordance with the Choice Neighborhoods Requirements and a Choice Neighborhoods Budget. HUD will release these grant funds in LOCCS for drawdown in conjunction with HUD's final approval of a housing development proposal and related evidentiary documents.
- B. Budget Form. Each budget submitted in accordance with paragraph (A) of this Article must be submitted on the Choice Neighborhoods Implementation Grants Budget Form (form HUD-53236). Part I must be signed and dated by the Lead Grantee, and Part II must include a detailed description of the uses of the funds. Grantees should also track their leveraged fund expenditures and maintain this information on file should HUD request it.
- C. Program Income. Program Income is defined in 2 CFR § 200.1, or successor regulation. If the Grantee receives program income:
  - 1. During the Grant Term (prior to grant closeout), program income from repayment of loans and/or other sources:
    - a. must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes, unless otherwise approved by HUD; and
    - b. must be used for eligible activities authorized under this Grant Agreement before the Grantee may draw down additional cash payments from the Choice Neighborhoods Grant.
  - 2. after grant closeout, program income from repayment of loans and/or other sources must be reinvested in the Development or neighborhood and used for Choice Neighborhoods eligible purposes. Before the grant is closed out, Grantee will provide a plan to HUD for how program income will be reinvested, in a form and substance that is acceptable to HUD. HUD will determine with the Grantee what the sources of program income are.

The language of this provision, article VI (C), shall survive grant close-out and termination of this Grant Agreement.

#### **ARTICLE VIII. Project Drawdowns**

A. LOCCS Payment System. Consistent with 2 CFR Part 200, the Grantee will request all drawdowns of Supplemental Grant funds through LOCCS, unless and until another payment system is designated by HUD. The Grantee will comply with all rules, guidelines, and notices established for Choice Neighborhoods under LOCCS, or any substitute system, in connection with any drawdown of Supplemental Grant funds. If HUD designates a different payment system, it will be based upon the provisions of 2 CFR § 200.305.

#### B. Drawdowns.

- 1. The Grantee may draw down Supplemental Grant funds for a Budget Line Item (BLI) in an amount up to 100 percent of the amount of that BLI that HUD has approved and made available for drawdown.
- 2. HUD approval is required for any request for funds in excess of 10 percent of the entire grant amount in a month. The Grantee must submit copies of the invoices supporting the drawdown amount to the Team Coordinator for review.

#### C. Drawdown Consequences of Default.

- 1. Withholding of Payments. HUD may withhold payments in accordance with 24 CFR § 200.339.
- 2. Grantee Representations. Each drawdown request by the Grantee will constitute, and be deemed to be, a representation that the Grantee is not in default under this Grant Agreement (except as the Grantee previously may have disclosed to HUD in writing).
- 3. Overdue Reports. If the Grantee fails to file with HUD any quarterly report, HUD may elect to suspend draws under this Grant Agreement until the Grantee comes into compliance.

#### **ARTICLE VIII. Matching and Leveraged Funds**

- A. Match Requirements. In accordance with section 24(c) of the 1937 Act (42 U.S.C. 1437v(c)), Grantee must have secured a match in the amount of 5 percent of the grant amount in cash or in-kind donations.
- B. Match Donations and Leverage Resources. Grantee shall keep documentation on matching and leveraged funds during the term of this Grant Agreement and shall provide this documentation in a format acceptable to HUD upon request by HUD, until the closeout of this grant. The documentation should show that the funds are secured and the Grantee should keep records showing how those funds have been expended over time.

#### **ARTICLE IX.** Grantees, Subgrantees and Contractors

#### A. General Grantee Responsibilities.

- 1. Choice Neighborhoods Requirements. The Grantee shall ensure that any entity to which it makes grant funds available will comply with the Choice Neighborhoods Requirements.
- 2. Required Certifications.
  - a. The Grantee must ensure that all subgrantees and contractors execute an original document in the form of Exhibit A to this Grant Agreement at the time the Grantee executes any contract with any subgrantee or contractor to provide goods or services

- under this Grant Agreement. The Grantee will retain the executed original certificate together with the executed contract documents.
- b. Grantees that are public housing authorities (PHA Grantee) must ensure that the requirements contained in the General Conditions for Non-Construction Form (Form 5370-C) are included in any solicitation in connection with non-construction contracts that will be made by the PHA Grantee and paid for with assistance under this Grant Agreement. Such conditions must also be included in any non-construction contract entered into by the PHA Grantee.
- c. Certifications required by 2 CFR 200.415.
- B. Administrative Requirements for Grantees. Public housing authority, local government, Indian tribe, and non-profit entity grantees are subject to 2 CFR Part 200.
- C. Administrative Requirements for Subgrantees and Related Agreements
  - 1. Public housing authority, local government, Indian tribe, and non-profit subgrantees are subject to the requirements of 2 CFR Part 200.
  - 2. Suspension and Debarment. Grantees are subject to the requirements of 2 CFR 200.214.
  - 3. Grantee Responsibilities Regarding Subgrantees. Grantees will be responsible for:
    - a. ensuring that subgrantees are aware of the requirements imposed upon them by Federal statutes, regulations, and this Grant Agreement;
    - b. ensuring that all subgrant agreements include any clauses required by Federal statutes and their implementing regulations and executive orders; and
    - c. monitoring subgrantees' performance to ensure compliance with this Grant Agreement.
- D. Administrative Requirements for Contractors and Subcontractors and Related Contracts.
  - 1. Grantee Responsibilities Regarding Contractors and Subcontractors. Grantees that are subject to 2 CFR Part 200 as described in (B) of this Article will be responsible for the following:
    - a. Grantee shall obtain the services of a for-profit entity through a competitive procurement under 2 CFR Part 200. However, if the Grantee can demonstrate to HUD that the services to be provided by the for-profit entity can be obtained only from that one source, the Grantee may request HUD approval to select the entity under a sole-source procurement in accordance with 2 CFR 200.230(f).
    - b. Consultant Services. Grantees shall obtain consultant services provided under an independent contractor relationship pursuant to 2 CFR Part 200.
  - Trigger for the Submission of Contracts. Contract documents must be submitted to HUD
    for prior approval if required by 2 CFR Part 200, Subpart D, or if requested by HUD.
    Any modification of such contracts is also subject to HUD's written approval before
    execution.
  - 3. Debarred or Suspended Parties. Grantees must comply with 2 CFR 200.214.

### **ARTICLE X. No Third-Party Rights**

The Grantee and HUD are the sole parties to this Grant Agreement and do not intend to create any third-party beneficiaries to this Grant Agreement. Nothing in this Grant Agreement may be construed as conferring the status of third-party beneficiary upon the residents; and in no event shall any entity other than the Grantee have direct rights to the Supplemental Grant funds provided for under this Grant Agreement.

#### **ARTICLE XI.** Conflict of Interest

A. Prohibition. The Grantee shall comply with the conflict of interest requirements in 2 CFR 200.318. No person who is an employee, agent, officer, or elected or appointed official of the Grantee or member of his immediate family and who exercises any functions or responsibilities with respect to activities assisted under this Supplemental Grant may have a direct interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder.

#### B. HUD-Approved Exception.

- 1. Standard. HUD may grant an exception to the prohibition in paragraph (A) of this Article on a case-by-case basis when it determines that such an exception will serve to further the purposes of Choice Neighborhoods and its effective and efficient administration.
- 2. Procedure. HUD will consider granting a regulatory waiver only after the Grantee has provided a written request which provides a disclosure of the nature of the conflict, accompanied by:
  - a. an assurance that there has been public disclosure of the conflict;
  - b. a description of how the public disclosure was made; and
  - c. an opinion of the Grantee's attorney that the interest for which the exception is sought does not violate State or local laws.
- 3. Consideration of Relevant Factors. In determining whether to grant a requested exception under paragraph (B)(2) of this Article, HUD will consider the cumulative effect of the following factors, where applicable:
  - a. whether the exception would provide a significant cost benefit or an essential degree of expertise to the Transformation Plan that would otherwise not be available:
  - b. whether an opportunity was provided for open competitive bidding or negotiation;
  - c. whether the affected person is a member of a group or class intended to be the beneficiaries of the Transformation Plan and the exception will permit such person to receive generally the same interests or benefits that are being made available or provided to the group or class;
  - d. whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;
  - e. whether the interest or benefit was present before the affected person was in a position as described in paragraph (A) of this Article;

- f. whether undue hardship will result either to the Grantee or the affected person when weighed against the public interest served by avoiding the prohibited conflict; and
- g. any other relevant considerations.

### **ARTICLE XII. Reporting Requirements**

### A. Quarterly Report.

- 1. The Grantee will continue to submit to HUD a Quarterly Report as prescribed by HUD in accordance with the schedule established by HUD, presently via the CN Inform System.
- 2. Failure to submit a timely Quarterly Report to HUD will result in a suspension of Supplemental Grant funds in LOCCS until such time as the report is received and approved by HUD, and/or any other default remedy authorized by Article XIII.
- B. Obligations and Expenditures. The Grantee must enter cumulative obligation and expenditure data into LOCCS by the due dates established by HUD, whether or not there has been any change in the cumulative amounts since the end of the last quarter.
- C. End of Grant Report. Grantees are required to submit a report at the end of this Supplemental Grant to append to the end of grant report provided at the termination of the original Choice Neighborhoods Implementation Grant. The final report must be submitted to HUD within 120 days of the end of the Grant Term.
- D. Program Income Reporting. As necessary, Grantees will amend the Program Income Report developed at the end of the original Choice Neighborhoods Implementation Grant to include this Supplemental Grant. Until all housing units in the Housing Plan are complete, grantees must submit an annual Program Income Report to HUD by September 30 of each year identifying all sources and uses of Program Income. Upon completion of all housing units, the Grantee will no longer be required to submit a Program Income Report; however, for the remainder of the 15-year program income period, HUD reserves the right to request an accounting of Program Income funds.
- E. Additional Information Requests. Subject to paragraph (D) of this Article, the Grantee will comply with all other reporting requirements from time to time established by HUD, in its sole discretion, in connection with the Choice Neighborhoods Program. The Grantee will:
  - 1. fully cooperate with all reasonable information gathering requests made by HUD or contractors of HUD in the course of authorized evaluations of the Choice Neighborhoods Program; and
  - 2. submit a final report when the Transformation Plan has been completed that details the number of units produced, the status of resident outcomes, and any other metrics that HUD prescribes.
- F. Additional Requirements. The Grantee agrees to comply with all other terms and conditions HUD may establish to administer, monitor, or evaluate the Choice Neighborhoods Program

in an effective and efficient manner. Notwithstanding the foregoing, however, except as provided in Article XIII, HUD hereafter will not establish any additional terms and conditions without:

- 1. consideration of the burden imposed on the Grantee by such conditions or requirements;
- 2. consideration of the availability of less burdensome conditions or requirements; and
- 3. in the case of a term or condition applicable solely to the Grantee, consulting in advance with the Grantee.

### ARTICLE XIII. Unsatisfactory Performance/Default

- A. In accordance with Section 24(i) of the 1937 Act, if the Grantee defaults under this Grant Agreement, HUD may withdraw any unobligated grant amounts and may pursue other actions as described in this Article. HUD shall redistribute any withdrawn amounts to one or more other applicants eligible for Choice Neighborhoods assistance or to one or more other entities capable of proceeding expeditiously in the same locality in implementing the Transformation Plan of the original Grantee, subject to provisions of the appropriations law. This section applies to all Grantees regardless of their status as a government, PHA, forprofit, or other entity.
- B. Default. Each of the following events or occurrences, to the extent it constitutes a material breach or occurrence, may constitute a default by the Grantee under this Grant Agreement, as determined by HUD in its sole discretion:
  - 1. use of funds provided under this Grant Agreement for any purpose, in any manner or at any time, other than as authorized by this Grant Agreement;
  - 2. failure to comply with the Choice Neighborhoods Requirements or any other Federal, State, or local laws, regulations or requirements applicable in creating the Transformation Plan:
  - 3. failure to perform any obligation, or otherwise fail to proceed in a manner consistent with the Transformation Plan, (including, without limitation, failure to accomplish an activity by the date specified in the Program Schedule);
  - 4. any material misrepresentation in any of the required submissions (e.g., the mixed-finance development proposal); or
  - 5. failure to comply with, or any material breach of, any other requirements, conditions or terms of this Grant Agreement.
- C. Notice of Default and Action(s) to Cure.
  - 1. General. HUD will give the Grantee written notice of any default. The notice will give the Grantee the opportunity to cure such default within 30 days of the date of the notice, or to demonstrate within this time period, by submitting substantial evidence satisfactory to HUD, that it is not in default. If the default cannot be cured within the 30-day period, the Grantee will demonstrate, to HUD's satisfaction, that the Grantee has taken actions necessary to cure the default and that the default is curable within 90 days from the date

- of the default notice. Additionally, the Grantee must agree to conduct such cure diligently and to complete the cure within the 90-day period.
- 2. Immediate Default. Notwithstanding the provisions of paragraph (C)(1) of this Article, HUD in its sole discretion may place the Grantee into immediate default for not being in compliance with its Program Schedule or for non-compliance with Choice Neighborhoods requirements once written notification of default has been provided to the Grantee. At that time, HUD may immediately begin imposing consequences of default, including specifically the suspension of draws of the Choice Neighborhoods grant.
- 3. Imminent Threat. Notwithstanding the provisions of subparagraph (C)(1) of this Article concerning the opportunity to cure defaults, if HUD reasonably determines that there is an imminent threat that the Grantee will expend additional Supplemental Grant funds in violation of the provisions of this Grant Agreement, HUD may implement the remedial action provided for under subparagraph (C)(4)(i) of this Article to prevent any such unauthorized expenditure until such time as the Grantee has complied with the cure provisions set forth above. HUD will implement such remedial action by written notice set forth either in the notice of default given under paragraph (C)(1) of this Article or by subsequent written notice to the Grantee. An imminent threat is not an immediate default.
- 4. Consequences of Default. If the Grantee fails to cure all defaults specified in the notice of default within the time periods set forth in paragraph (C)(1) of this Article, or fails to diligently pursue or complete any cure as provided in paragraph (C)(1), HUD may take any of the following remedial actions, upon written notice to the Grantee:
  - a. require a Grantee in default to provide evidence to HUD of acceptable performance over such period of time as specified by HUD and to obtain written approval from HUD to proceed to the next phase of activities;
  - b. require additional, more detailed financial reports;
  - c. require additional project monitoring;
  - d. require the Grantee (or subgrantee) to obtain technical or management assistance;
  - e. establishing additional prior approvals;
  - f. require the Grantee, within a time period established by HUD, to prepare a revised Program Schedule, obtain HUD's approval thereto, and follow such revised Program Schedule to complete the activities under the Grant Agreement;
  - g. require the Grantee, within a time period established by HUD, to revise any activity under the Grant Agreement in order to successfully complete the activities under the Grant Agreement in a manner satisfactory to HUD, including, without limitation, exclusion or revision of affected activities, revision of the Choice Neighborhoods Budget as necessary, and substitution of other eligible activities;
  - h. require submission of additional documentation before any additional request for funds will be approved;
  - i. temporarily suspend the Grantee's authority to draw down Supplemental Grant funds for affected activities, or at HUD's sole discretion for all activities, pending action to cure the defaults;
  - j. disallow use of Supplemental Grant funds for all or part of the cost of the activity or action not in compliance;
  - k. recover amounts determined by HUD to have been improperly expended, including any property obtained by the Grantee with such grant funds;

- 1. require reimbursement by the Grantee for Supplemental Grant funds determined by HUD to have been improperly expended; and/or
- m. make arrangements satisfactory to HUD, in its sole discretion, for use of an entity other than the Grantee to conduct activities assisted under the Grant Agreement, including requiring the Grantee to assign any outstanding contracts obligating grant funds to another entity.
- 5. Additional Enforcement Actions. If HUD determines that the remedial actions taken by HUD under paragraph (C)(4) of this Article have not been effective in curing the default, or if the Grantee has not complied with the requirements imposed by HUD under paragraph (C)(4) and has not otherwise cured the default, or if HUD exercises its discretion under subparagraph (C)(2) of this Article to institute any of the following actions, HUD may take any of the following remedial or enforcement actions (in addition to any of the remedies permitted under paragraph (C) of this Article upon written notice to the Grantee):
  - a. reduce the Choice Neighborhoods Grant in the amount affected by the default;
  - b. terminate the Choice Neighborhoods Grant as to all further activities and initiate closeout procedures;
  - c. recapture any Supplemental Grant funds not obligated by the Grantee.
    - i. If the basis for the Grantee's default is its failure to comply with the established time periods, HUD shall, in accordance with section 24(i) of the 1937 Act, and unless otherwise approved by HUD under paragraph (C)(3) of this Article, recapture any Supplemental Grant funds not obligated by the Grantee.
    - ii. If the Grantee fails to comply with the established time periods, HUD may take into account whether factors beyond the Grantee's control are the cause of the delay.
  - d. take action against the Grantee under 24 CFR part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards; and
  - e. take any other available legal or equitable remedial action, including, but not limited to, any remedial actions available under a PHA's ACC and/or premised on HUD's interest in the housing development established in the relevant Declaration of Trust or Declaration of Restrictive Covenants or housing assistance contract, as applicable.
- 6. Delinquent Federal Debts. Consistent with the purposes and intent of 31 U.S.C. 3720B and 28 U.S.C. 3201(e), Grantees with an outstanding federal debt must provide to HUD a negotiated repayment schedule which is not delinquent or have made other arrangements satisfactory to HUD. If arrangements satisfactory to HUD cannot be completed within 90 days of notification of selection, HUD will not make an award of funds to the Grantee, and will offer the award to the next eligible Grantee. Applicants selected for funding, or awarded funds, must report to HUD changes in status of current agreements covering federal debt. If a previously agreed-upon payment schedule has not been adhered to or a new agreement with the federal agency to which the debt is owed has not been signed, the Grantee will be considered to be in default under this Agreement.

### **ARTICLE XIV. Project Close-Out**

- A. Grants will be closed out in accordance with 2 CFR 200.344, or successor regulation, and as detailed in the Choice Neighborhoods closeout guidance. The program specific guidance is posted to the Choice Neighborhoods website. The closeout process includes the following steps:
  - 1. Submission of closeout materials. Within 120 days after the Period of Performance End Date, Grantee must submit closeout materials, including a termination of disbursements letter, the final Choice Neighborhoods budget, and the Actual Choice Neighborhoods Cost Certificate (ACNCC) (form HUD-50163).
  - 2. HUD Review of Preliminary Closeout Materials. HUD will review Preliminary Closeout Materials to confirm that:
    - i. The amounts on the final Choice Neighborhoods Budget and ACNCC match as to funds approved, obligated, and expended.
    - ii. The amount of funds approved and disbursed on the ACNCC matches HUD records in LOCCS.
    - iii. If HUD disbursed more funds than the Grantee expended, the Grantee will immediately remit to HUD the excess funds, without waiting for completion of the final audit.
  - 3. Final Audit. Following HUD approval of the Preliminary Closeout Materials, the Grantee must conduct a final audit of the Planning Grant in accordance with the requirements of 2 CFR Part 200, Subpart F. and forward the audit to HUD for approval.
  - 4. Final Closeout. Upon receipt of the final audit, the designated HUD official will execute the ACNCC. Any funds remaining in the Planning Grant will be recaptured by HUD. HUD will enter a Post-Audit Date into LOCCS and the grant will be closed.

### ARTICLE XVI. Funding Obligation Date, Date of Funding Availability and Effective Date

The date of obligation of the funding to the Grantee under this Grant Agreement is the date HUD signed the form HUD-1044. The effective date of the Grant Agreement and date of fund availability is the date that HUD signs the signature page of the Grant Agreement.

#### **ARTICLE XVII. Points of Contact**

Any correspondence related to this Grant Agreement should be directed to the following points of contact for HUD, the Lead Grantee, and any other Grantees:

For the U.S. Department of Housing and Urban Development: Ms. Luci Blackburn
Choice Neighborhoods Director, Office of Public Housing Investments
U.S. Department of Housing and Urban Development
451 7<sup>th</sup> Street, SW Room 4130
Washington, DC 20410

For the Lead Grantee: Mr. Ronald Jackson Executive Director Norfolk Redevelopment and Housing Authority 555 East Main Street Norfolk, VA 23510

For the Co- Grantee: Dr. Larry H. Filer City Manager City of Norfolk 810 Union Street, Suite 1101 Norfolk, VA 23510

## Ronald Jackson **Executive Director** Norfolk Redevelopment and Housing Authority Larry H. Filer City Manager City of Norfolk Marianne Nazzaro Deputy Assistant Secretary Office of Public Housing Investments Office of Public and Indian Housing U.S. Department of Housing and Urban Development

Article XVIII. Signature Page

Date

### Appendix A

Additional statutory, regulatory, and other requirements with which Grantee must comply as applicable include:

- 1. Fair Housing Certifications, as the same may be amended from time to time, and any additional Fair Housing requirements that may become applicable:
  - A. the Fair Housing Act (42 U.S.C. §§ 3601-19) and regulations pursuant thereto 24 CFR part 100;
  - B. Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR part 107);
  - C. the fair housing poster regulations (24 CFR part 110) and advertising guidelines (24 CFR part 108);
  - D. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and regulations pursuant thereto (24 CFR part 1) relating to nondiscrimination in housing;
  - E. the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 CFR part 146);
  - F. the prohibitions against discrimination on the basis of disability, including requirements that the Grantee make reasonable modifications and accommodations and make units accessible, under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and regulations issued pursuant thereto (24 CFR part 8) or the 2010 ADA Standards for Accessible Design;
  - G. the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and its implementing regulation at 28 CFR part 35;
  - H. the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151) and regulations issued pursuant thereto (24 CFR part 40);
  - I. Accessible Technology. Section 508 of the Rehabilitation Act of 1973, as amended (Section 508) requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. HUD encourages its recipients to adopt the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. Recipients must also comply with Section 504 of the Rehabilitation Act and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities.

### 2. Finance and Accounting

A. Commingling of Grant Funds. The Grantee agrees that, in its recordkeeping, it will not commingle Choice Neighborhoods Grant funds with funds from any other sources including, but not limited to, other HUD program funds or funds from other Federal, State, or local government agencies. (Such other funds may be used to implement the

- Transformation Plan, so long as they are not commingled in the Grantee's recordkeeping.)
- B. Duplication of Funding. The Grantee will ensure that Choice Neighborhoods Grant funds are not used to duplicate work that is funded with any other HUD funds, funds from any other Federal program, or from any other funding source identified under the Transformation Plan, and will establish controls to assure non-duplication of funding.

#### 3. Record Retention

- A. Record Retention Authorities. The Grantee must comply with and be subject to all Federal recordkeeping requirements, including, but not limited to 2 CFR 200.334.
- B. Record Retention Requirements. Grantees must retain records in accordance with the requirements of paragraph (A) above, including, but not limited to:
  - (1) the amount and disbursement of funds received under this Choice Neighborhoods Grant, including sufficient records that document the reasonableness and necessity of each expenditure;
  - (2) the amount and nature of any other assistance, including cash, services, or other items contributed to assist in the development of the Transformation Plan or contributed as a condition of receiving this Choice Neighborhoods Grant; and
  - (3) any other proceeds received for, or otherwise used in connection with, the Transformation Plan.
- C. Access to Records. For the purpose of audit, examination, monitoring, and evaluation, the Grantee will give HUD (including any duly authorized representatives and the Inspector General) access, and will ensure that any participating party will give HUD such access, to any books, documents, papers, and records of the Grantee, or such participating party, that are pertinent to assistance received under this Choice Neighborhoods Grant or under the Transformation Plan, including all records required to be kept by paragraph (B) above.

#### 4. Reporting

- A. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act), as amended and 2 CFR 170, as amended. Please refer to <a href="www.fsrs.gov">www.fsrs.gov</a> for complete information on requirements under the Transparency Act and OMB guidance.
- B. Compliance with Suspension and Debarment, 2 CFR 2424 and 2 CFR 180.
- 5. Eminent Domain. Sections 407 of Div. H, Title IV of the Further Consolidated Appropriations Act, 2020 and the Consolidated Appropriations Act, 2021, prohibit the use of funds to support any federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use.

### **Assistance Award/Amendment**

### U.S. Department of Housing and Urban Development Office of Administration

1. Assistance Instrument		2. Type of Action	
Cooperative Agreement X	Grant	processor proces	ndment
3. Instrument Number VA3F006CNG122	4. Amendment Number	5. Effective Date of this Action	6. Control Number
7. Name and Address of Recipient		8. HUD Administering Office	
Norfolk Redevelopment and Housir 555 East Main Street Norfolk, VA 23510	ng Authority	Office of Public Housing Investr Public and Indian Housing	ments
		8a Name of Administrator Marianne Nazzaro	8b. Telephone Number 202-402-4306
10. Recipient Project Manager		9. HUD Government Technical Repres	sentative
11. Assistance Arrangement  X Cost Reimbursement  Cost Sharing  Fixed Price	Payment Method Treasury Check Reimbursement Advance Check Automated Clearinghouse	13. HUD Payment Office	
14. Assistance Amount		15. HUD Accounting and Appropriation	n Data
Previous HUD Amount	\$	15a. Appropriation Number	15b. Reservation Number
HUD Amount this action	\$ 10,000,000		
Total HUD Amount	\$ 10,000,000	Amount Previously Obligated	\$
Recipient Amount	\$	Obligation by this action	\$ 10,000,000
Total Instrument Amount	\$ 10,000,000	Total Obligation	\$ 10,000,000
16 Description		<del></del>	

FY 2022 Choice Neighborhoods Supplemental Grant (grant type: Implementation)

Public Housing Site: Tidewater Gardens Neighborhood: St. Paul's Area

Located In: Norfolk, VA

Unique Entity ID: F83YEUXGJHB8

EIN/TIN: 54-6001466

Period of Performance Start Date: one day after HUD's signature on this form Period of Performance End Date: September 30, 2026

Recipient is required to sign an of this document to the HUD A	nd return three (3) copies administering Office	18. Recipient is not required to sign th	is document.
19. Recipient (By Name)		20. HUD (By Name)	
		Dominique Blom	
Signature & Title	Date (mm/dd/yyyy)	Signature & Title	Date (mm/dd/yyyy)
		General Deputy Assistant Secretary	04/11/2023

### Subgrantee and Contractor Certifications and Assurances

The Department of Housing and Urban Development (HUD) requires that all Subgrantees and Contractors on Choice Neighborhoods projects sign this "Certifications and Assurances" form certifying that they will comply with the applicable federal requirements described below. Any applicable federal law, regulation, or other federal requirement continues to apply to the Grantee, Subgrantee and/or Contractor notwithstanding its omission from this Certification and Assurances form. The parties who must sign a "Certifications and Assurances" form are defined below:

- <u>Subgrantees:</u> These are organizations to which the Grantee has awarded a grant from the Choice Neighborhoods grant that the Grantee received from HUD. The subgrantee is accountable to the Grantee for the use of the funds provided, but the Grantee is ultimately accountable to HUD.
- <u>Contractors</u>: This includes any for-profit contractor, consultant, service provider, or supplier that the Grantee contracts with for goods or services on any Choice Neighborhoods project.

<u>Certification and Assurance</u>: The subgrantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between Grantee and Subgrantees or Contractors:

- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (4) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- (5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- (6) Notice of awarding agency requirements and regulations pertaining to reporting.
- (7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

- (9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (11) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).).
- (12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), as amended.
- (13) Any applicable requirement listed in the Choice Neighborhoods Implementation Grant Agreement.

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

<u>WARNING:</u> Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

	Return this form to:
Grantee Name	
Address	
City. State, ZIP Code	

# Monthly Performance Reports for month ending April 30, 2023

### Contents

- Finance Activities
  - FY24 Operating Budget
  - Previous Months Activities
  - Anticipated Requests for Proposals, Qualifications, or Quotations and Invitations for Bids
- Operations
  - Public Housing
  - HCV
  - Other Housing
- Community Engagement
- Development
- Other



To:

**Board of Commissioners** 

Cc:

Michael G Clark, Interim Executive Director,

From:

D. Scott Pontz, Chief Financial Officer

Subject:

Accompanying Narrative to 2024 Operating Budget

Date:

May 11, 2023

### **Budget Highlights**

The following information is made available to you in accompaniment to the budget statements contained.

Full Time positions in the 2024 budget are 239. This is a reduction of 24 positions from 2023.

Expenditures are projected using discussions with project and program staff. These are compiled and adjusted using historical data into the operating budget contained.

No reserve usage is forecast for operations or administration for 2024. Earnings from business activities are used to achieve the result shown however there is budgeted to be nearly \$200K which can be placed into discretionary reserves to begin the process of building those reserves back toward former levels. This is forecast to be the first time in over a decade that NRHA will be increasing its discretionary reserves. This is an improvement of over \$1.6M from the approved 2023 budget.

Year over year comparisons are not available due to a change in methodology regarding internal transactions.

### **Housing Choice Voucher Program Administration (HCVP)**

The Housing Choice Voucher Programs are budgeted to finish in a break-even position for fiscal 2024.

This is the first year in over a decade where a break-even position is budgeted.

The budget has been balanced through growth of the program combined with spending controls.

### Rental Assistance Demonstration (RAD)

Net Income for the RAD properties is projected to exceed \$114K.

Property operations staff will be working through internal projects as the year progresses to attempt to increase this gain. Excess income generated is available for transfer to the administrative functions of the agency.

### Business Activities - Oakmont, Merrimack, Park Terrace

These three sites are expected to show profit in the excess of \$2.991M for fiscal 2024.

Earnings generated will be used to help balance the Central Office Overhead. Remaining earnings at year end are projected to be reserved for future use.

### **City View Tower**

City View Tower GP is forecast to operate in a shortfall of \$337K for fiscal 2023.

This represents the amount of debt service that the rents on the property will not cover.

This will be funded by earnings from business activities.

### **Low Income Housing Program**

The Low-Income Public Housing Program is budgeted at a break-even level for fiscal 2024.

This is the second consecutive year we have been at this level for Public Housing.

The Authority will take advantage of available Capital Fund sources to allow the properties to operate at a higher level of maintenance funding while still not operating in a deficit position.

Property staff will also continue to seek ways to reduce operating cost while increasing operating efficiency.

The effect of the Tidewater Gardens' disposition will be felt in 2024 via a drastic reduction in subsidy.

The annual inflation factor (adjusted for utilities) in HUD subsidy this year approaches 9%.

### **Development Other Programs**

**Residential Options Inc.** continues to operate in a deficit position. For fiscal 2023 the projected shortfall is \$37K which will be covered y earnings from other business activities.

Management continues to research potential options for the future of this property.

#### Central Office Cost Center Administrative Overhead

This is the area of the budget where we are seeing the largest improvement. The administrative operations budget for FY 2024 is forecast to have a shortfall of \$1.25M. When all former internal charges and billings are factored this is an improvement of over \$800K from 2023.

While we strive to operate without a shortfall it must be noted that the rent charge on the 555 building of \$711K contributes to this result.

### Central Office Cost Center Specialized Maintenance Overhead

All internal billing processes have been eliminated from this operational area to give the NRHA a true picture of the operational effect of running a Specialized Maintenance division from the 910 Ballentine Facility.

HUD determined in the conversion to Asset Management in 2008 that specialized maintenance functions cannot have their overhead spread to the operational projects. Thus, normal fee revenue or discretionary earnings and reserves must pay for this function.

The operating expenses for this area are budgeted to be 808K against revenues of \$47K for a shortfall of \$761K.

Management is assessing this functional area with the assistance of outside consultants.

### **Central Office Cost Center Development Operations**

The development administration function within the Central Office Cost Center is forecast to have a shortfall of \$366K during the 2023 fiscal year.

This shortfall represents an improvement of \$191K over fiscal 2024.

### **Community Engagement**

Community engagement programs include the HRV funding received earlier this year as well as HUD ROSS and FSS grants.

Staff will apply for additional ROSS and FSS funding as it comes available.

### Norfolk Redevelopment & Housing Authority FY2024 Proposed Budget Report

### Summary of FY2024 Revenue & Expenditures Proposed Budget

Project/Program	Revenue	Expenditures	Balance	Shortfall
Housing Choice Voucher (HCV) Program	45,111,200	45,111,200	-	_
HCV Single Room Occupancy Program	483,166	483,166	-	8-
HCV Mainstream Program	153,127	153,127	-	.=
State Rental Assistance Program	341,896	341,896	-	-
RAD & PBV Housing - North Wellington	227,000	217,289	9,711	
RAD & PBV Housing - Franklin Arms	1,039,621	901,907	137,714	-
RAD & PBV Housing - Grandy Village V	161,700	194,660	(32,960)	(32,960)
Business Activity - Privately Managed Housing	10,838,000	7,846,754	2,991,246	-
Business Activity - City View Tower	1,680,000	2,016,695	(336,695)	(336,695)
LIPH - Low Income Public Housing	20,411,050	20,469,226	(58,176)	(58,176)
Residential Options, Inc. Housing	138,100	174,450	(36,350)	(36,350)
HOME Investment Partnerships Program	1,541,688	1,541,688	-	-
Capital Fund Program	10,336,316	10,336,316	-	58,176
Rehabilitation Financing	-	8,400	(8,400)	(8,400)
Acquire, Renovate, Sell Program	-	-	-	-
Capital Improvement Program	-	1-11	_	-
HomeNet Homeownership Program	291,480	291,480	-	Ε.
CNI Implementation Grant	205,805	205,805	-	-
General Fund Program Direct Activities	1,186,365	1,186,365	-	; <b>-</b>
East Beach	29,075	29,075	-	-
Resident Services	556,393	556,393		-
ROSS Service Coordinator Grant	66,000	66,000	-	
ROSS Family Self-Sufficiency Grant	267,046	267,046	-	
Programs, Projects & Activities Total: \$	95,065,028	92,398,938	2,666,090	(414,405)
COCC - Administrative Operations	4,937,029	6,190,211	(1,253,182)	(1,253,182)
COCC - Development & Other Operations	1,530,000	1,896,469	(366,469)	(366,469)
COCC - Specialized Maintenance Operations	46,900	807,589	(760,689)	(760,689)
COCC Total: \$		8,894,269	(2,380,340)	(2,380,340)
Grand Total:	101,578,957	101,293,207	285,750	\$ (2,794,745)
	Business Activity	- Privately Managed	Housing Earnings:	\$ 2,991,246
				\$ 196,501

### **Housing Assistance Programs**

	030, 032	034, 035	037, 038	043, 044		
	HCV HAP & Admin	HCV SRO HAP & Admin	HCV Mainstream HAP & Admin	SRAP HAP & Admin		TOTAL
Capital Subsidy \$	Ι .	_	_	-	_	
Operating Subsidy	45,111,200	483,200	153,127	341,895	-	46,089,422
Tenant Rent	-	-	-	-	-	-
Tenant Revenue		-	-	_	-	-
Management Fee Revenue	-	-	-	-	-	-
Sales Proceeds	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
Total Operating Revenue: \$	45,111,200	483,200	153,127	341,895		46,089,422
					•	
Administrative Salaries \$	1,450,000	63,720		21,853	_	1,535,573
Maintenance Salaries	420,000	-	-	-	-	420,000
Protective Services Salaries	-	_	-	-	-	
Tenant Services Salaries	-	-	_	_	-	_
Employee Benefits	598,400	20,390	-	6,993	-	625,783
Fee Expenses	932,000	14,040	-	-	-	946,040
Other Administrative Expenses	200,000	6,800	-	2,234	-	209,034
Administrative Expenses: \$	3,600,400	104,950	-	31,080	-	3,736,430
Maintenance Expenses \$	-	-	-	-	-	-
Protective Services Expenses	-	-	-	-	-	
Tenant Services Expenses	2,900	-	-	-	-	2,900
Utility Expenses	_	-	-	-	-	-
Housing Assistance Payments	41,461,000	378,000	153,127	309,660	-	42,301,787
General Expenses	46,900	250	-	1,155	-	48,305
Capital Improvements	-	-	-	-	· -	-
Program Expenses: \$	41,510,800	378,250	153,127	310,815	-	42,352,992
	45,111,200	483,200	153,127	341,895		46,089,422

### RAD & Project Based Voucher (PBV) Housing

25 092 hklin Grandy Village V  50,000 67,0 78,724 76,0 4,897 1,7 6,000 17,0 39,621 161,7	 0000 - 0000 - 7000 - 		TOTAL  - 930,000 446,724 23,597 28,000
- Village V 50,000 67,0 78,724 76,0 4,897 1,7 	 0000 - 0000 - 7000 - 	-	930,000 446,724 23,597 -
78,724 76,0 4,897 1,7 - - 6,000 17,0	000 - 000 - 700 -  	-	446,724 23,597 - -
78,724 76,0 4,897 1,7 - - 6,000 17,0	000 - 000 - 700 -  	-	446,724 23,597 - -
78,724 76,0 4,897 1,7 - - 6,000 17,0	000 - 700 -   000 -	-	446,724 23,597 - -
4,897 1,7 - - - 6,000 17,0	700 -   000 -	-	23,597 - -
- - 6,000 17,0	  000 -		-
		-	28,000
	000 -	-	28,000
	The second secon	- Property of the second secon	28,000
39,621 161,7	700 -		
			1,428,321
57,768 8,9	976 -	-	75,170
	378 -	-	67,505
-		-	-
- 2,8	825 -	-	2,825
32,039 9,6	657 -	-	46,560
.10,230 17,6	637 -	-	155,425
	502 -	-	49,029
283,848 62,9	975 -	-	396,514
329,182 38,2	295 -	-	501,988
	254 -	-	83,844
	689 -	-	8,743
	960 -	-	205,549
-		-	-
69,899 17,4	488 -	-	117,219
1000		-	×-
-	685 -	-	917,343
	660 -	-	1,313,857
	8,059 131,	8,059 131,685 -	8,059 131,685 1 1,907 194,660

### **Business Activity - Privately Managed Housing**

050 Oakmont North	031 Park Terrace			
STATE OF THE PROPERTY OF THE P	100000000000000000000000000000000000000			
т				TOTAL
-	-	-	-	
_	186,000	-	-	186,000
4,260,000	622,000	-	-	10,612,000
-	20,000	-	-	20,000
-	_	-	-	-
-	-	-	-	-
-	20,000	-	-	20,000
4,260,000	848,000			10,838,000
			`	
180,000	88,000	-	-	480,000
367,000	62,000	-	-	814,000
-	-	-	-	-
-	-	-	-	-
175,040	48,000	-	-	414,080
167,000	30,950	-	-	401,950
172,816	124,323	-	-	562,140
1,061,856	353,273	-	-	2,672,170
1,497,210	71,000			2,218,210
79,000	71,000			134,521
73,000				134,321
640,590	116,000	-		1,279,590
040,330	110,000			1,273,330
233,264	59,000			1,542,264
233,204	33,000		_	
2,450,064	246,000	-	-	5,174,585
3 511 920	599 273	_		7,846,754
The state of the s	-	2,450,064 246,000 3,511,920 599,273		

### **Business Activity - City View Tower**

	055					
	City View Tower					TOTAL
Capital Subsidy \$	-	-1	-	-	-	
Operating Subsidy	-	-	-	-	-	-
Tenant Rent	-	-	-	-	-	-
Tenant Revenue	1,624,000	-	-	-	-	1,624,000
Management Fee Revenue	-	-	-	-	-	-
Sales Proceeds	-	-	-	-	-	1-
Other Revenue	56,000	-	-	-		56,000
Total Operating Revenue: \$	1,680,000		-			1,680,000
Administrative Salaries \$	-	-	-	-	-	### ### ### ### ### ### ### ### ### ##
Maintenance Salaries	-	-	-	-	-	2
Protective Services Salaries	-	-	-	-	-	
Tenant Services Salaries	-	-	-	-	-	•
Employee Benefits	-	-	-	-	-	
Fee Expenses	-	-	-	-	-	
Other Administrative Expenses	15,930	-	-	-	-	15,930
Administrative Expenses: \$	15,930	-	-	-	-	15,930
Maintenance Expenses \$	477,278	-	-	-	-	477,278
Protective Services Expenses	262,500	-	-	-	_	262,500
Tenant Services Expenses		-	-	-	-	,
Utility Expenses	154,000	-	-	-	1	154,000
Housing Assistance Payments	-	-	-	-	-	
General Expenses	1,006,988	-	-	-	1	1,006,988
Capital Improvements	100,000	-	-	-	1	100,000
Program Expenses: \$	2,000,765	-	-	-	-	2,000,765
Total Expenditures: \$	2,016,695	-		<u>-</u>		2,016,695
Surplus/(Deficit): \$	(336,695)			<u>-</u>		(336,69

### Low Income Public Housing (LIPH)

	002	006	010	011	012	018
	Tidewater Gardens	Diggs Town	Young Terrace	Calvert Square	Oakleaf Forest	Partrea Midrise
Capital Subsidy \$		-		_	-	250,000
Operating Subsidy	2,500,000	736,200	5,065,200	2,134,800	1,630,000	375,300
Tenant Rent		332,000	2,342,000	1,053,000	657,000	383,000
Tenant Revenue	-	8,000	202,000	116,000	17,000	11,200
Management Fee Revenue	-	-	-		-	-
Sales Proceeds	-	-	-	-	-	
Other Revenue	_	2,080	2,320	67,000	100	100
Total Operating Revenue: \$	2,500,000	1,078,280	7,611,520	3,370,800	2,304,100	1,019,600
Administrative Salaries \$		88,045	352,519	160,853	135,267	68,790
	140,000	248,355	1,015,227	521,718	450,879	136,964
Maintenance Salaries	140,000		69,403	29,338	30,213	130,304
Protective Services Salaries	21,000	22,000	93,214	64,638	42,498	5,530
Tenant Services Salaries	50,000	13,144	467,507	239,107	201,166	67,611
Employee Benefits		111,854			283,291	125,662
Fee Expenses	300,000	113,537	822,316	341,713		
Other Administrative Expenses	- - -	42,008	172,053	87,573	72,777	43,541
Administrative Expenses: \$	511,000	638,943	2,992,239	1,444,940	1,216,091	448,098
Maintenance Expenses \$	50,000	198,876	708,094	451,984	11,608	165,292
Protective Services Expenses	-	32,015	187,252	79,154	81,517	89,250
Tenant Services Expenses	-	7,872	42,412	19,917	17,212	6,285
Utility Expenses	300,000	471,945	3,670,436	1,216,870	659,866	243,663
Housing Assistance Payments	-	-	-	-	-	_
General Expenses	-	. 66,189	152,401	93,681	72,450	34,895
Capital Improvements	-	-	F	-	-	-
Program Expenses: \$	350,000	776,896	4,760,594	1,861,607	842,653	539,385
Total Expenditures: \$	861,000	1,415,839	7,752,833	3,306,547	2,058,743	987,484
Surplus/(Deficit): \$	1,639,000	(337,559)	(141,313)	64,253	245,357	32,116

### Low Income Public Housing (LIPH)

#### Continued

021	024	026	027
Sykes Midrise	Family Self- Sufficiency	Bowling Green II	Marshall Manor II
250,000			
250,000	12.000	99,900	207,900
369,900	12,600	99,900	207,900
256,000	4,300	-	-
11,600	-	-	
-	-	-	-
		-	-
0 450	3,500		
0 887,950	20,400	99,900	207,900
6 60,245	-	,	-
4 125,896	6,084	-	=
5 75,149	-	-	-
5 4,075	-	-	-
8 60,869	1,947	-	
3 92,593	4,409	-	-
5 22,682	605	-	_
7 441,509	13,045	-	-
9 170,689	1,834	-	
5 118,244		-	
2 7,115		_	
8 224,366		-	
	_	113,275	244,445
2 15,963	-	-	-
		-	
6 536,377	1,834	113,275	244,445
3 977,886	14,878	113,275	244,445
3)		977,886 14,878 (89,936) 5,522	

### Low Income Public Housing (LIPH)

### Continued

	080	081	082	083	085	
	Bowling Green III	Marshall Manor III	Bowling Green IV	Marshall Manor IV	Broad Creek V	TOTAL
Capital Subsidy \$	: .					1,000,000
Operating Subsidy	96,300	171,000	142,200	101,700	60,300	14,302,700
Tenant Rent	30,300	171,000	142,200	101,700		5,649,800
Tenant Revenue	_			_	_	382,100
Management Fee Revenue	_					302,100
Sales Proceeds	-		-	-		
	-	-			-	76.450
Other Revenue	- 00.200	171 000	142 200	101 700	CO 200	76,450
Total Operating Revenue: \$	96,300	171,000	142,200	101,700	60,300	20,411,050
Administrative Salaries	5 -	- [	_	-	:-	1,029,490
Maintenance Salaries	-	-	-	_	-	2,879,269
Protective Services Salaries	-		-	-	-	389,949
Tenant Services Salaries	-	-	-	_	-	252,589
Employee Benefits	-	-	-	-	-	1,330,111
Fee Expenses	-	-	-	-	-	2,276,423
Other Administrative Expenses	-	-	-	-	-	497,830
Administrative Expenses:	-	-	-	-	-	8,655,662
		T				
Maintenance Expenses \$	-	-	-	-	-	2,148,213
Protective Services Expenses	-	-	-	-	-	791,250
Tenant Services Expenses	-	-	-	-	-	113,775
Utility Expenses	-	-	-	-	-	7,169,356
Housing Assistance Payments	147,000	231,000	155,000	99,000	123,000	1,112,720
General Expenses	-	-	-	-	-	478,251
Capital Improvements	-	-	-		-	
Program Expenses: \$	147,000	231,000	155,000	99,000	123,000	11,813,564
Total Expenditures: \$	147,000	231,000	155,000	99,000	123,000	20,469,226
Surplus/(Deficit):	(50,700)	(60,000)	(12,800)	2,700	(62,700)	(58,176

### Residential Options, Inc. Housing

		061	062	063			
	Ì	Residential	Residential	Residential			
		Options, Inc.	Options, Inc.	Options, Inc.			TOTAL
	l	(Guy Ave.)	(Hugo St.)	(Fenner St.)			
Tapital Subsidy	\$	-	-	-	-	-	
perating Subsidy		-	_	-	-	-	-
enant Rent		95,500	-	-	-	-	95,500
enant Revenue		_	-	-	-	-	
Management Fee Revenue		-	-	-	-	-	-
ales Proceeds		3 <b>-</b>	-	-	-	-	
Other Revenue		42,600	-	-	-	-	42,600
Total Operating Revenue	\$	138,100					138,100
						•	
Administrative Salaries	\$	10,903		-	-	-	10,903
Maintenance Salaries		7,211	-	_	g <b></b> .	-	7,211
Protective Services Salaries		-	-	-	-	-	
enant Services Salaries		<u>.</u>	-	-	-	-	
Employee Benefits		5,796		-	-	-	5,796
ee Expenses		31,434	1	-		-	31,434
Other Administrative Expenses		1,500	306	-	-	-	1,806
Administrative Expenses	\$	56,844	. 306	-	-	-	57,150
						Т	NATION MONORING
Maintenance Expenses	\$	20,000	-	-	-	-	20,000
Protective Services Expenses		-	-	-	-	-	
Tenant Services Expenses		-	-	-	-	-	
Jtility Expenses		77,000	-	300	-	-	77,300
Housing Assistance Payments		-	-	-	e <del>-</del>	-	
General Expenses		20,000	-	-	F-	-	20,000
Capital Improvements		-	-	-	l-	-	
Program Expenses	: \$	117,000	-	300	-	-	117,300
Total Expenditures	: \$	173,844	306	300	-	_	174,450

### **Development Programs**

	070, 071	198, cc19	556, 816, 819	564	757	
	номе	Capital Fund Program	HomeNet	CNI	General Fund Program	TOTAL
Capital Subsidy \$	-	10,336,315	_	-	_	10,336,315
Operating Subsidy	1,541,688		190,000	205,805	1,186,365	3,123,858
Tenant Rent	-	-	-	-	-	-
Tenant Revenue	-	-	-	-	-	-
Management Fee Revenue	-	-	-	-	-	_
Sales Proceeds	-	-	81,480	-	29,075	110,555
Other Revenue	-	-	20,000	-	-	20,000
Total Operating Revenue: \$	1,541,688	10,336,315	291,480	205,805	1,215,440	13,590,728
Administrative Salaries \$	168,323	421,688	207,000	141,781	12,000	950,792
Maintenance Salaries	108,323	421,000	207,000	141,701	12,000	330,732
Protective Services Salaries	-			_	_	
Tenant Services Salaries			_	_		
Employee Benefits	53,863	134,940	66,240	45,370	3,840	304,253
Fee Expenses	33,003	1,000,000		13,576	-	1,000,000
Other Administrative Expenses	92,700	1,222,037	18,240	6,300	-	1,339,277
Administrative Expenses: \$	314,886	2,778,665	291,480	193,451	15,840	3,594,322
Maintenance Expenses \$	- [	6,663,423	_	_	320,585	6,984,008
Protective Services Expenses	-	-	-	-	-	
Tenant Services Expenses	-		_	-	-	
Utility Expenses	-	-	_	_	-	
Housing Assistance Payments	1,226,802	-	-	-	-	1,226,802
General Expenses	-	894,227	-	12,354	763,604	1,670,185
Capital Improvements	-	-	-	-	123,811	123,811
Program Expenses: \$	1,226,802	7,557,650	-	12,354	1,208,000	10,004,806
			291,480	205,805	1,223,840	13,599,128

### **Community Engagement Programs**

	049	314	325		3	
	Resident Services	ROSS Service Coordinator Grant	ROSS FSS Grant			TOTAL
Capital Subsidy \$	_	-	-	-	-	
Operating Subsidy	_	66,000	267,046	-	-	333,046
Tenant Rent	-	-	-	-	-	-
Tenant Revenue	-	-	-	-	-	-
Management Fee Revenue	_	-	-	-	-	1.
Sales Proceeds	-	-	-	-	-	:-
Other Revenue	556,393	-	-	-	_	556,393
Total Operating Revenue: \$	556,393	66,000	267,046	<u>.</u>	-	889,439
		I				
Administrative Salaries \$	-	-	-	-	-	-
Maintenance Salaries	-	-	-	-	-	( <del>-</del>
Protective Services Salaries	-	-	-	-	-	
Tenant Services Salaries	236,027	-	-	-	-	236,027
Employee Benefits	75,529	45,000	-	-	-	120,529
Fee Expenses	-	-	-	-	S-	S-
Other Administrative Expenses	19,837	3,000	13,046	-	-	35,883
Administrative Expenses: \$	331,393	48,000	13,046	-	-	392,439
Maintenance Expenses \$		_	-	_	_	
Protective Services Expenses	-	-	_	-	=	
Tenant Services Expenses	225,000	_	254,000	1_	/ <u>-</u>	479,000
Utility Expenses	-	_	-	-	-	-
Housing Assistance Payments	_	-	-	-	-	
General Expenses	_	18,000	-	-	-	18,000
Capital Improvements	-	-	-	-	-	
Program Expenses: \$	225,000	18,000	254,000	-	-	497,000
			267,046	Total Control of the last teacher.		889,439

### **Central Office Cost Center (COCC)**

	Administrative Operations	Development & Other Operations	Specialized Maintenance Operations	Specialized Maintenance Admin		TOTAL
Capital Subsidy \$	-	-	-	-	-	-
Operating Subsidy	-	-	_	-	_	-
Tenant Rent	-	-	-	-	-	-
Tenant Revenue	-	-	-	-	-	-
Management Fee Revenue	4,287,029	230,100	-	23,400	-	4,540,529
Sales Proceeds	-	_	-	-	-	-
Other Revenue	650,000	1,300,000	-	23,500	-	1,973,500
Total Operating Revenue: \$	4,937,029	1,530,100	-	46,900	-	6,514,029
					<u> </u>	
Administrative Salaries \$	2,785,893	1,075,000		367,691	-	4,228,584
Maintenance Salaries	32,449	-	-	-	-1	32,449
Protective Services Salaries	-	_		-	-	-
Tenant Services Salaries	-	-		-	-	-
Employee Benefits	901,869	344,000	-	117,661	-	1,363,530
Fee Expenses	-	-	-	-	-	-
Other Administrative Expenses	2,397,000	218,969	-	6,475	-	2,622,444
Administrative Expenses: \$	6,117,211	1,637,969	-	491,827	-	8,247,007
				4		
Maintenance Expenses \$	8,000	215,000	-	100,000	-	323,000
Protective Services Expenses	-	-	-	-	-	-
Tenant Services Expenses	-	-	-	-		
Utility Expenses	-	-	-	88,314	-	88,314
Housing Assistance Payments	-	-	-	-	-	-
General Expenses	65,000	43,600	-	127,448		236,048
Capital Improvements	-	-	1-2	-	:-	-
Program Expenses: \$	73,000	258,600	-	315,762	-	647,362
Total Expenditures: \$	6,190,211	1,896,569	-	807,589	-	8,894,369
Surplus/(Deficit): \$	(1,253,182)	(366,469)	_	(760,689)	-	(2,380,340)

### <u>COMMISSIONERS' MONTHLY CONTRACT REPORT – Meeting Date: May 11, 2023</u>

As set forth in Resolution No. 8053 adopted January 23, 1995, the below listed contracts, change orders, and bid activities are for the Commissioners' information only, and no vote is required.

### April 30, 2023

New contracts issued between \$30,000 and \$99,999:	Contract Ceiling	Α	В	С
1. None				
New contracts issued for \$100,000 and over:	Contract Ceiling	Α	В	С
1. G1058 – P&M Construction Services (Diggstown Grass) 2. G1059 – Anike Group, Inc (Tidewater Gardens Demolition)	\$143,960.00 \$2,999,543.23	O C	M M	FF FF
New task orders issued for \$30,000 and over:	Contract Ceiling	Α	В	С
1. G1014-TO 0006 – New Beginnings Tree Service	\$51,875.00	О	М	FF
2. F1048-TO 0067 – K-Kontractors (Unit Turns Young Terrace)	\$32,503.00	С	MW	FF
New Interagency Agreements for \$30,000 and over:	Contract Ceiling	Α	В	С
1. None				
Change orders issued for \$30,000 and over:	Contract Ceiling	Α	В	С
1. None				
Options exercised for \$30,000 and over:	Contract Ceiling	Α	В	С
1. E1003 – Constellation New Energy (Natural Gas)	\$308,105.00	Ο		FF

### A. KEY to contract type:

C – Construction O – Other than Professional Services P – Professional Services G – Goods, Equipment, Materials, etc.

### B. KEY to ownership type, new contracts only:

M – Minority-owned 3 – Section 3 W – Woman-owned

#### C. KEY to Funding:

FF – Fully-Funded IF – Incrementally-Funded

### BID ACTIVITY FOR CONTRACTS \$100,000 AND ABOVE FOR THE MONTH ENDING APRIL 30, 2023

### G1058 - DIGGS TOWN GRASS ESTABLISHING PROJECT \$143,960.00

The below contractors were contacted for quotes:

P&M Construction Services, Inc	\$143,960.00
Powermovement General Contractors	\$165.742.00
K-Kontractors, Inc	No Bid
Botanical Landscape Management, LLC	No Bid
Green Pastures Landscaping, LLC	No Bid
J&R Lawn and Landscaping, LLC	No Bid
Earthscapes Lawn and Land Service, Inc	

Contract was awarded to P&M Construction Services, Inc. in the amount of \$143,960.00.

G1059 – TIDEWATER GARDENS DEMOLITION PHASES 2D,3A,3B, & 4B Sealed bids were requested on Sunday March 12, 2023. Bids were due Friday, April 7, 2023 at 11:00 am at which time bids were opened and read aloud.

The below contractors submitted bids:

Anike Group, Inc	\$2,999,545.23
C.M. Munden, LLC	
RJ Smith Construction, Inc	
East Coast Abatement, Inc	

A contract was awarded to Anike Group, Inc. in the amount of \$2,999,543.23.



### **Anticipated Requests for Proposals, Quotations and Invitations for Bids** May 2023

IFB, Bobbitt and Hunter Square Midrise Elevatore Upgrades	May-23	DCM
IFB, Demolition 1300 Little Bay Avenue	May-23	Real Estate Services
IFB, Foreign Language (Spanish) Translation Services and American Sign Language Interpreter Services	May-23	Property Management
IFB, Cabinets for NRHA Communities	May-23	Property Management
IFB, Young Terrace Unit Renovations	Jun-23	DCM
IFB, Residential Moving Services	Jun-23	Property Management
RFP, Laundry Equipment at NRHA Midrise	Jun-23	Property Management
IFB, Carpet Cleaning Services at NRHA Midrises & GVLC	Jun-23	Property Management
CA, Elevator Maintenance Services	Jun-23	Property Management
IFB, Grandy Village Grounds Maintenance	Jun-23	Property Management
Hunter Square Sump Pump Upgrades	TBD	DCM
Recently Removed (*this section is added for continuity purposes only)	_	
RFP, Tidewater Garden Phase 2d, 3a, 3b & 4b Demolition	Awarded	DCM
Young Terrace Community Center Door Hardware and Gym Entrance Sign	Awarded	DCM
Quote - Diggs Town Grass Establishing Project	Awarded	DCM
Grangy Village Gym Roof and Canopy Replacement	Awarded	DCM

RFP = Request for Proposal (Price + Factored Criteria)
IFB = Invitation for Bid (Price Only Criteria)

RFQ = Request for Qualifications

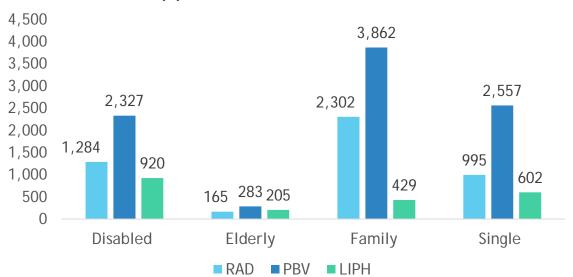
CA = Cooperative Agreement

## Housing Operations Public Housing Programs



<sup>\*</sup> HUD requires at least 96% occupancy for Public Housing Units

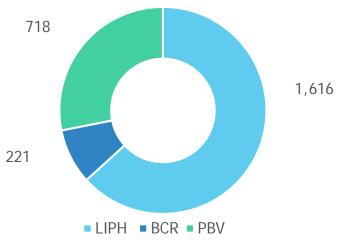
### Applicants on the Waitlist



### Occupied Units by Community

Community	Total Units	Units Occupied	Percentage
Diggs Town	103	94	96.4%
Young Terrace	746	656	92.0%
Calvert Square	310	287	95.0%
Oakleaf Forest	257	247	97.9%
Partre Midrise	114	100	93.9%
Huntersquare	91	81	92.9%
Bobbitt Midrise	84	80	97.8%
Sykes Midrise	84	71	89.2%

### Occupied Units by Program

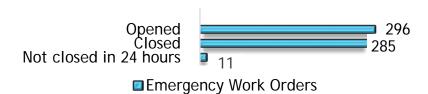


## Housing Operations Public Housing Programs

### **Emergency Work Orders by Zones**

	•		•	
Zone 1	Opened	Closed	Not Closed in 24 hrs.	% Completed
Oakleaf Forest	77	48	0	100
Partrea Apartments	9	9	0	100
Bobbitt Apartments	3	3	0	100
Sykes Apartments	8	8	0	100
Scattered Sites	1	1	0	100
Grandy Village	50	49	1	97.62
Total Per Zone:	119	118	1	99.16
Zone 2	Opened	Closed	Not Closed in 24 hrs.	% Completed
Diggs Town	1	1	0	100
Young Terrace	129	121	8	93.8
Calvert Square	11	10	1	90.9
Hunter Square	18	18	0	100
Franklin Arms	10	9	1	90
Cottage Bridge	6	6	0	100
Diggs Town Phase 1 and Hotel Units	2	2	0	100
Total Per Zone:	177	167	10	94.3

### **Total Emergency Work Orders**



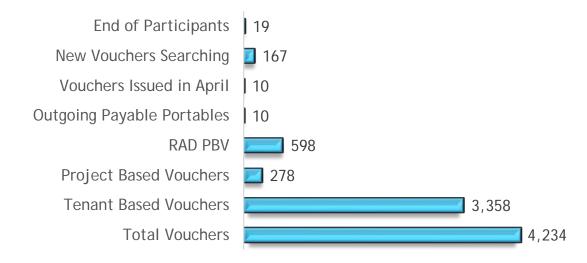
### Move Out Report

Reason for Vacating Unit	Count
Unit Transfer	2
Moved to HCV	4
Moved to PBV	4
Rented Elsewhere	11
Home Ownership	0
Medical	1
Deceased	3
Skipped Out	0
Eviction	3
Criminal Activity	0
Moved Prior to Eviction	2

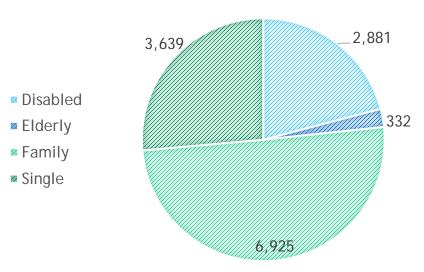
## Housing Operations Housing Choice Voucher

7 New Admissions 570 HQS Inspections Performed

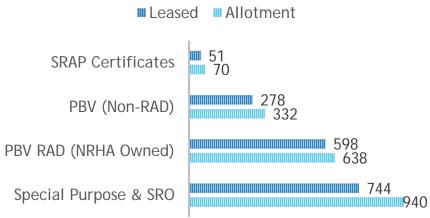
### **Current Statistics**



### WAITLIST SUMMARY



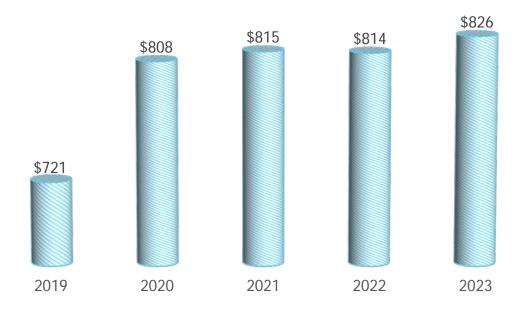
## PEOPLE SERVED BY PROGRAM



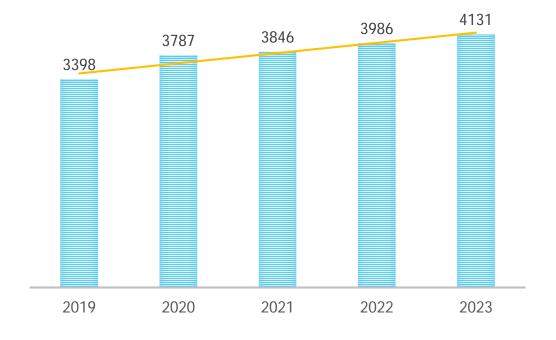


## Housing Operations Housing Choice Voucher

## AVERAGE MONTHLY HAP PER UNIT, YTD



## AVERAGE HCV UNITS LEASED PER MONTH



## Housing Operations Landlord Recruitment Efforts

	Previous Month	Current Month
HCV Packets to Property Owners	6	9
Phone Calls to Property Owners	18	37
Referral Listing Add-ons	38	19
Standing Partner Listing Add-ons	0	0
New Admission Surveys Mailed	26	7

11 New landlords

2 Landlord Orientation Attendees



### Commissioners' Update NRHA Board of Commissioners

**Subject:** Families First Update

**Executive Contact:** Kimberly Thomas, Chief Community

Engagement Officer Date: May 11, 2023

#### **BACKGROUND**

The Families First initiative continues to evolve and offer a platform for NRHA to provide opportunities for community engagement in our public housing communities. The Families First initiative promotes effective community engagement and collective impact programming that fosters and supports safe and healthy communities. Access to resources and community collaboration are key elements for the successful implementation of this initiative.

#### **STATUS**

### E.L. Hamm Scholarship awarded

The 2023 E.L. Hamm Scholarship was awarded to Ravinesh Prasad. Prasad, a resident of Grandy Village, is a student at Booker T. Washington High School in Norfolk. He will begin his studies at Old Dominion University, pursing a degree in psychology.

The E.L. Hamm Endowed Scholarship is available to full-time first-year students at Old Dominion University. Recipients must live in the Norfolk Redevelopment & Housing Authority properties and demonstrate financial need to be eligible for this award.

#### **Youth Services Summer Initiatives**

NRHA will be partnering with and supporting numerous youth services initiated during summer 2023. The purpose of these partnerships and services is to meaningful engagement and programming to youth residents in assisted communities ages 4 years to 24 years old, reducing idleness through activities that promote adventure, education, employment and empowerment. These partners include:

Harrah Players
Reck League
Eastern Virginia Medical School
Gymstrada
Norfolk Recreation, Parks and Open Space
Renaissance Counseling
League of Extraordinary Women
Heart Full of Grace

Boys & Girls Club of SEVA Colonial Coast Girl Scouts Tidewater Wooden Boat Next Steps to Success The Ballet Co. Norfolk Emerging Leaders The Food Bank of Southeastern VA

#### **Primeplus scholarships available**

NRHA will offer 17 scholarships to NRHA residents, 55 years old and older, who are interested in improving their quality of life through physical, mental and emotional benefits that they would not get by sitting still.

In addition to physical wellness Primeplus offers a variety of classes to stimulate the mind and soul. Whether it's an art or music class, dance lessons, or playing bridge or mahjong, it's important to keep the mind sharp even as we improve physical wellness



#### **FUTURE ACTION**

It is the commitment of the Families First initiative to provide programming and services that render documented outcomes and results. Staff continues to strive to deliver programs with tangible outcomes in exchange for soft-target outputs. We want to offer opportunities to work with our residents in our communities in the areas of prevention, intervention and enforcement as it relates to fostering safe and healthy communities. Some anticipated outcomes include:

- a reduction in crime
- a better quality of life
- a greater sense of security, responsibility, and personal control
- building community pride and unity
- helping others and ourselves in our community
- providing law enforcement agencies with volunteer support year round
- becoming the extra "eyes and ears" of law enforcement personnel and therefore reducing law enforcement's burden
- physical well-being, mental health, or stress levels
- emotional and social well-being such as self-esteem, social interaction, empathy for others, and self-confidence
- a reduction in deviant behaviors
- life skills such as educational attainment, acquisition of knowledge, problem solving ability, and cognitive processing

## Development Acquisitions and Dispositions

Date Range: 07/01/2022 - 4/30/2023

### ACQUISITIONS

Block Parcel	Address	Owner	Date	Amount
Single family	1300 Little Bay Avenue	Evelyn Outlaw	11/16/2022	\$265,500.00

### TOTAL ACQUISTIONS \$265,500.00

#### SALES (DISPOSITIONS)

Disposition #	Address	Developer	Usage	Development Value	Settlement Date	Sales Price
Parcel # 132	237 W. 28th Street	Bradford Jones	Adjacent homeowner / side yard	\$15,600	08/31/2022	\$15,600.00
Parcel # 1451 Lot 3A	2517 Pleasant Avenue	Asfari Homes, LLC.	2	\$605,000	7/20/2022	\$85,000.00
Parcel # 1451 Lot 4A	2508 Pretty Lake Avenue		2 3	\$565,000	7/14//2022	\$82,500.00
Scattered Site property	2437 Minnesota Avenue	NRHA	LM single family 3bd/1½ bath, 1114 sq ft.		08/22/2022	\$163,900.00
Scattered Site property	601 Majestic Avenue	NRHA	LM single family 3bd/1 bath, 1008 sq ft.		08/24/2022	\$160,800.00
Scattered Site property	755 Marvin Avenue	NRHA	LM single family 3bd/1 bath, 992 sq ft.		12/28/2022	\$189,000.00
Scattered Site property	2711 Pope Avenue	NRHA	LM single family 3bd/1 bath, 1166 sq ft.		12/29/2022	\$185,600.00
Scattered Site property	2626 Grandy Avenue	NRHA	LM single family 3bd/1 ½ bath, 1339 sq ft.		03/31/2023	\$159,000.00
Scattered Site property	2428 Palmetto Street	NRHA	LM single family 3bd/2 bath, 1198 sq ft.		03/31/2023	\$161,400.00

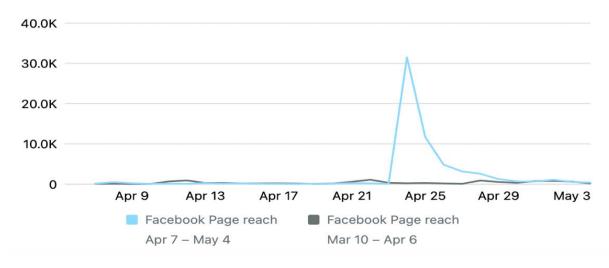
### East Ocean View Redevelopment/ East Beach

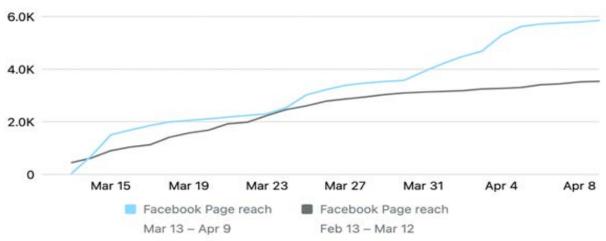
(as per the East beach LLDC, sales price reflects 5% of sales price)

Lots 7-109-111, 9500 Block of Shore Drive and 23<sup>rd</sup> Bay East Beach 0z-2b LLC. 10 separate townhomes TBD 01/10/2023 \$48,560 7-162-167 and 7-171

NO ACQUISTIONS OR DISPOSITIONS FOR MONTH OF APRIL 2023

### Social Media Updates





Facebook Reach Apr. 2023

53,869 †820.5% Instagram Reach Apr. 2023

172 † 25.5%

Facebook Reach Mar. 2023

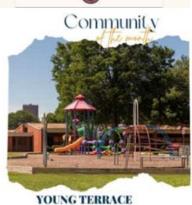
5,848 • 64.3% Instagram Reach Mar. 2023

143 ↓ 36.4%

### Social Media April 2023 Posts

















### Social Media Special Program Highlight

Did You Know You Can Use Your Housing Choice Voucher to Purchase a HOME!

What are the minimum qualifications?

- You must have had your Tenant Based Voucher for at least 12 months before using it towards homeownership
- You must be a first time homeowner with no ownership interest om a property during the past three years
- You must have a minimum household earned income of \$25,000 excluding TANF assistance or unemployment benefits
- You must be continuously employed for a minimum of one year
- Elderly or disabled families can have Social Security or SSI income
- You must have a credit score of 620 or higher to be a participant in the program. If your score is between 580 - 620, we will assist you in achieving the required 620 score

To get started, talk to your Housing Choice Voucher or Family Self Sufficiency caseworker or call HomeNet at 757.314.4202





### Social Media Information



13

Posts for the month 112

New Followers



10

Posts for the month

U

**New Followers** 



1

Post for the month

94

Subscribers



### ON SOCIAL MEDIA





**► YouTube** nrhava

Subscribe, follow, like and share!



### Resolution Item NRHA Board of Commissioners

Subject: Resolution Convening a Closed Session

**Executive Contact:** Michael Clark, Interim Executive Director 
Date: May 11, 2023

#### BACKGROUND

BE IT RESOLVED, that the Authority will convene in a closed meeting pursuant to the Virginia Freedom of Information Act, as amended (the "Act"), to discuss the following matters which are specifically exempted from public disclosure by the code section referred to below:

- Personnel matters involving the assignment, appointment, promotion, demotion, performance, salaries, or resignation of employees of the Authority, as authorized by Section 2.2-3711(A)(1) of the Act.
- Consultation with the Authority's legal counsel regarding probable or actual litigation requiring the provision of legal advice by counsel as authorized by Section 2.2-3711(A)(7) of the Act."