

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY



BOARD OF COMMISSIONERS

REGULAR MEETING

January 26, 2024



PUBLIC NOTICE OF MEETING

The **REGULAR MEETING** of the

City of Roanoke Redevelopment and Housing Authority

BOARD OF COMMISSIONERS

will be held on

Friday, January 26, 2024
at 10:00 a.m.

As set forth in the Americans with Disabilities Act (ADA) of 1990 and Section 504 of the Rehabilitation Act of 1973, RRHA does not discriminate on the basis of disability, and is willing to assist citizens with special needs. If you have a hearing or vision disability and wish to attend any RRHA public meeting, please contact us seven (7) days prior to meeting date at (540) 983-9286 or Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, Roanoke, VA 24017.

Date of Public Notice: January 22, 2024



AGENDA

REGULAR MEETING OF THE COMMISSIONERS OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY 2624 Salem Turnpike, NW – Roanoke, Virginia – 24017

January 26, 2024
10:00 am

I. CALL TO ORDER – ROLL CALL

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

II. REPORTS

1. Executive Director's Report
2. Staff Reports
3. Committee Reports
4. Commissioner Comments
5. City Council Liaison Comments or Discussion
6. Residents or other community members to address the Board

III. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine by the Board of Commissioners and will be enacted by one motion in the form listed below. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

- C-1 Minutes of the Regular Meeting of the Board of Commissioners held Monday, December 18, 2023.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 Monthly Operations Report for the month of December 2023.

RECOMMENDED ACTION: File as submitted.

Consideration for approval of the above Consent Agenda:

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

IV. **REGULAR AGENDA**

1. **Nominations for Office of Vice Chair**

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

2. **Resolution No. 4185**

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND
HOUSING AUTHORITY, APPROVING UPDATES TO ITS EMPLOYEE
HANDBOOK

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

3. **Resolution No. 4186**

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND
HOUSING AUTHORITY AWARDDING A CONTRACT FOR NATURAL GAS
UTILITY INFRASTRUCTURE IMPROVEMENTS FOR JAMESTOWN PLACE,
AMP 207, UNDER CAPITAL FUND PROGRAM (CFP) GRANT NUMBER
VA36P01150123

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

4. **Resolution No. 4187**

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND
HOUSING AUTHORITY AUTHORIZING EXECUTION OF A CONTRACT FOR
CONTINUED MAINTENANCE OF THE COMPREHENSIVE SOFTWARE
SYSTEM FOR HOUSING PROGRAMS AND AGENCY MANAGEMENT AND
ACCOUNTING

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

5. Resolution No. 4188

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING A LINE OF CREDIT TO PARK STREET HOUSING, LP IN THE AMOUNT OF \$100,000.00; AUTHORIZING A LINE OF CREDIT TO INDIAN VILLAGE, LP IN THE AMOUNT OF \$100,000.00; AUTHORIZING A LINE OF CREDIT TO HURT PARK, LP IN THE AMOUNT OF \$100,000; AND AUTHORIZING A LINE OF CREDIT TO STEPPING STONE, LIMITED PARTNERSHIP IN THE AMOUNT OF \$100,000.

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

6. Resolution No. 4189

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDING A CONTRACT FOR REPOSITIONING AND RENTAL ASSISTANCE DEMONSTRATION CONSULTING SERVICES FOR RRHA UNDER THE FY 2023 CAPITAL FUND PROGRAM NO. VA36P01150123.

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

7. Executive Session

Executive Session of the Roanoke Redevelopment and Housing Authority for the purpose of discussion of the performance and compensation of RRHA's Executive Director, which discussion is exempt under Virginia Code Section 2.2-3711 (A)(1).

Certification:

Certification by the members of the Board of Commissioners hereby certify to the best of their knowledge that only public business matters lawfully exempted from open meeting requirements and only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered by the Board in the immediately preceding Executive Session.

V. **ADJOURNMENT**

Motion _____ Second _____

☐ Anguiano; ☐ Garner; ☐ Karney; ☐ Kepley; ☐ Smith; ☐ Walker

The Public is advised that members of the Roanoke Redevelopment & Housing Authority (RRHA) Board of Commissioners receive the RRHA Board meeting agenda and related communications, reports, and resolutions, etc., on the Tuesday prior to the Board Meeting to provide sufficient time for review of information. Citizens who are interested in obtaining a copy of any item listed on the Agenda may contact the office of the RRHA Executive Director, 2624 Salem Turnpike, NW, Roanoke, Virginia 24017 or by calling 540-983-9283. NOTE: Full disclosure of some items on the agenda may not be available until after the RRHA Board of Commissioners has approved and/or acted upon such items.

APPROVAL OF MINUTES
REGULAR MEETING
DECEMBER 18, 2023

MINUTES OF A REGULAR MEETING OF THE

COMMISSIONERS OF THE

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

The Commissioners of the City of Roanoke Redevelopment and Housing Authority met on Monday, December 18, 2023.

I. CALL TO ORDER – ROLL CALL

Chair Karney called the meeting to order at 3:00 p.m. and declared that a quorum was present.

PRESENT: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

ABSENT: None

OFFICER PRESENT: Mr. David Bustamante, Secretary-Treasurer

ALSO PRESENT: Olivia Moulds, Legal Counsel; Joel Shank, VP of Operations; Jackie Austin, VP of Finance/CFO; Jason Michaels, Human Resources Manager; Greg Goodman, Director of Community Support Services; Leanna Pagans, Administrative Executive Assistant; Brenda Prieto, PR/Social Media/Marketing Manager; Fredrick Gusler, Director of Redevelopment and Revitalization; Suzzette McCoy, Compliance and Quality Assurance Specialist; Debra Carter, Melrose Towers Resident

Chair Karney welcomed everyone to today's meeting.

II. REPORTS

1. Executive Report.

Mr. Bustamante addressed the board stating that in addition to his written report there are three additional items he would like to address. In regards to the budget

appropriations, the Senate has proposed a budget of \$70.6 billion, which is \$8.26 billion or a 13% increase from fiscal year 2023. The House draft proposed a budget of \$68.2 billion, which is an increase of \$6.4 billion or roughly 10% from fiscal year 2023. Either scenario will leave approximately 112,000 families without assistance in fiscal year 2024. What the housing authority does as an organization is very important and failure to pass adequate funding for these housing programs will result in a tremendous amount of unnecessary consequences for RRHA and its' residents. Currently, the House Speaker is proposing a continuing resolution to last throughout the year. If that were to happen, RRHA would not receive any increase and the fiscal year 2024 budget would remain the same as fiscal year 2023. Furthermore, the number of families without a home would increase from 112,000 to 300,000 families. If Congress fails to pass these bills by April 30, 2024 RRHA will roll into mandatory sequestration which would be detrimental to the families that it serves. Mr. Bustamante encouraged the board to log onto the NAHRO website and submit a request to Congress requesting these bills be passed to ensure these housing programs are funded adequately.

Mr. Bustamante announced that a Request for Proposal (RFP) was issued for consulting services, in reference to the newly purchased property on Shenandoah Avenue, and one response was received from the Dominion Due Diligence Group (D3G). The next step in this process will be to review the proposal with the consulting firm for completeness and accuracy. Mr. Bustamante requested that one member of the board be present for this discussion.

Mr. Bustamante stated the recent issue with vacancies has started to improve, as referenced on page nine of the public housing board report. The issue is not

completely resolved, but it is moving in the right direction. Last week, the Lansdowne Park property manager went to court and was granted possession of 14 units. In order to avoid having a large number of vacancies at one time, the submission of the WRITs to the court will be staggered.

Lastly, Mr. Bustamante noted that RRHA submitted an application for the ROSS grant, as the previous three year grant will end in May of 2024. The new grant will provide funding from June of 2024 through May of 2027. Mr. Bustamante offered to answer any questions.

Commissioner Garner asked if we have closed on the new property. Mr. Bustamante replied that RRHA closed on the property December 1st.

Commissioner Garner asked if we will know before the expiration of the old ROSS grant if we have been awarded the new one. Mr. Bustamante stated that HUD usually provides notification beforehand, however, there have been instances where the decision came a month or so after the previous grant ended. Commissioner Garner asked what the time frame is for a decision. Mr. Bustamante stated a decision will likely be made in February or March of 2024.

Commissioner Garner asked how the implementation of the HUD 30 day eviction notice affects RRHA. Mr. Bustamante replied that RRHA is already integrated this procedure into it's' eviction process.

Chair Karney asked for further questions. There were none.

2. Staff Reports

Chair Karney asked for comments or questions. There were none.

3. Committee Reports

Chair Karney asked for committee reports. There were none.

4. Commissioner Comments

Chair Karney asked for commissioner comments. There were none.

5. City Council Liaison Comments or Discussion

Chair Karney asked for comments or questions. There were none.

6. Residents or other community members to address the Board

Chair Karney asked if there were any residents or community members that would like to address the Board. There were none.

CONSENT AGENDA

C-1 Minutes of the Regular Meeting of the Board of Commissioners held

Monday, November 27, 2023.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 Monthly Operations Report for the month of November 2023.

RECOMMENDED ACTION: File as submitted.

Commissioner Garner introduced a motion to approve the Consent Agenda.

The motion was seconded by Commissioner Smith and upon roll call the

following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

REGULAR AGENDA

1. **Resolution No. 4181**

Mr. Bustamante presented Resolution No. 4181 seeking the Board's approval to set the dates for the fiscal year 2024 board meetings. The proposed meeting dates are included in the agenda packet along with the resolution itself. If any of the board members have an issue with any of these dates, please let us know and the resolution can be ratified.

Chair Karney asked for further questions. There were none.

Commissioner Anguiano then introduced Resolution No. 4181 and moved its adoption as introduced.

The motion was seconded by Commissioner Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

Chair Karney thereupon declared said motion carried and Resolution No. 4181 was adopted as introduced.

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY, PURSUANT TO ARTICLE III, SECTION 2 OF THE BYLAWS, DESIGNATING A DIFFERENT PLACE, DATE, AND/OR TIME FOR CERTAIN 2024 REGULAR MEETINGS OF THE BOARD OF COMMISSIONERS

WHEREAS, Article III, Section 2 of the Bylaws of the City of Roanoke Redevelopment and Housing Authority (RRHA) provides that the regular meeting of the Board of Commissioners shall be held the fourth Monday of each month at 3:00 p.m. at the RRHA office, 2624 Salem Turnpike, NW, Roanoke, Virginia; and

WHEREAS, Article III, Section 2 of the Bylaws of the RRHA provides that the Board of Commissioners may by resolution designate a different place, date, and/or time for any meeting; and

WHEREAS, it is in the best interest of RRHA to designate different place, date, and/or time for certain regular meetings of the Board of Commissioners in 2024.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (1) The regular meeting of the Board of Commissioners for the month of May 2024 shall be held on Monday, May 20, 2024 at 3:00 p.m. at the RRHA office, 2624 Salem Turnpike, NW, and Roanoke, Virginia 24017.
- (2) The regular meeting of the Board of Commissioners for the month of December 2024 shall be held on Monday, December 16, 2024 at 3:00 p.m. at the RRHA office, 2624 Salem Turnpike, NW, and Roanoke, Virginia 24017.

2. Resolution No. 4182

Mr. Shank presented Resolution No. 4182 requesting the board's approval to award a contract for furnishing and delivery of new electric ranges for Villages at Lincoln. An Invitation for Bid was issued and two responsive bids were received from Indoff, LLC and Ferguson Enterprises. Although Indoff, LLC submitted the lowest bid, the ranges they submitted did not meet bid specs and thus, the contract was awarded to Ferguson Enterprises.

Commissioner Anguiano asked how many ranges will be installed. Mr. Shank replied that there are 165 apartments total. Range one is a standard 30 inch freestanding electric range and range two is for ADA compliance.

Chair Karney asked for further questions. There were none.

Commissioner Garner introduced Resolution No. 4182 and moved its adoption as introduced.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

Chair Karney thereupon declared said motion carried and Resolution No. 4182 was adopted as introduced.

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDING A CONTRACT FOR FURNISHING AND DELIVERY OF NEW ELECTRIC RANGES FOR VILLAGES AT LINCOLN, AMP 202, UNDER CAPITAL FUND PROGRAM (CFP) GRANT NUMBER VA36P01150123

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development ("HUD") Capital Fund Program (CFP), grant number VA36P01150123 in the amount of \$4,824,916.00; and

WHEREAS, New Ranges for Villages At Lincoln was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150123, which was approved by the RRHA Board of Commissioners by Resolution 4157 on May 22, 2023; and

WHEREAS, RRHA needs a qualified vendor to furnish and deliver new electric ranges for Villages At Lincoln; and

WHEREAS, RRHA issued a Invitation for Bid on October 23, 2022, with bids being due on November 28, 2023; and

WHEREAS, RRHA received two (2) responsive bids to the invitation, which were opened for consideration on a line item basis, such bids being as follows:

Bidder

Total Bid Amount

| | | |
|-----------------------------------|----------------------------|-------------|
| Indoff, LLC dba Allied Appliances | Range #1 - | \$91,166.00 |
| | Range #2 - | \$9,328.00 |
| | Range Connection Wire - | \$2,323.75 |
| Ferguson Enterprises | Range #1 - | \$97,504.49 |
| | (Corrected to \$97,504.96) | |
| | Range #2 - | \$9,426.74 |
| | (Corrected to \$9,726.78) | |
| | Range Connection Wire - | \$2,127.20 |
| | (Corrected to \$2,127.71) | |

WHEREAS, contract award will be made based on cost submitted in bid for each type of range and range connection wire; and

WHEREAS, Range #1 and Range #2 that Indoff, LLC dba Allied Appliances submitted in their bid did not meet the specifications for Range #1 and Range #2 in the Invitation for Bid; and

WHEREAS, the amounts that Indoff, LLC dba Allied Appliances bid for Range #1 and Range #2 were disallowed; and

WHEREAS, Range #1 and Range #2 that Ferguson Enterprises submitted in their bid did meet the specifications for Range #1 and Range #2 in the Invitation for Bid; and

WHEREAS, the amount of the bid submitted by Ferguson Enterprises, was determined to be fair and reasonable when compared to the amount of the independent cost estimate based on previous purchase costs for similar types of ranges and range connection wires; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Ferguson Enterprises has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Ferguson Enterprises; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (1) The bid submitted by Ferguson Enterprises be and hereby is accepted;

- (2) The Executive Director be and hereby is authorized and directed to execute a standard contract for materials, which by reference is inclusive of all specifications, addenda and related project documents, between Ferguson Enterprises and RRHA for the fixed price of \$109,359.45.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

3. Resolution No. 4183

Mr. Bustamante presented Resolution No. 4183 requesting the board's approval to ratify the submission of the Section 8 Management Assessment Program Certification to HUD. RRHA completed the certification and self-evaluated and submitted the necessary documentation. Upon doing so, RRHA received a SEMAP score of 100%. RRHA has been a high performer in the Housing Choice Voucher program for the last five years and was a high performer again for 2023.

Chair Karney asked for further questions. There were none.

Commissioner Kepley introduced Resolution No. 4183 and moved its adoption as introduced.

The motion was seconded by Commissioner Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

Chair Karney thereupon declared said motion carried and Resolution No. 4183 was adopted as introduced.

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY RATIFYING THE SUBMISSION OF SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION TO THE

UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) currently administers two thousand seventy-seven (2,077) units of Section 8 Housing; and

WHEREAS, pursuant to 24 Code of Federal Regulations (CFR), Part 985, RRHA is mandated to submit to the U.S. Department of Housing and Urban Development (HUD) a Section 8 Management Assessment Program (SEMAP) Certification concerning its performance in key Section 8 Program areas; and

WHEREAS, the purpose of the Certification is to allow HUD to objectively identify and measure RRHA's compliance with the Section 8 Program requirement, which measure is accomplished through the rating of performance indicators; and

WHEREAS, RRHA is required to submit this SEMAP Certification within sixty (60) days after the end of the fiscal year on September 30, 2023, resulting in a submission deadline of November 29, 2023; and

WHEREAS, the Section 8 staff complies with RRHA's written policies and procedures for the SEMAP performance indicators in the administration of the Section 8 Program. The staff conducts monitoring reviews of the following indicators and certifies to the Board of Commissioners that the information included on the SEMAP certification form is accurate and complete:

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedules
5. Housing Quality Standard (Quality Control Inspection)
6. Housing Quality Standard Enforcement
7. Expanding Housing Opportunities
8. Fair Market Rent Limit and Payment Standard
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-contract Housing Quality Standards Inspections
12. Annual Housing Quality Standard Inspections
13. Lease-up
14. Family self-sufficiency

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the Executive Director is authorized to submit the Section 8 Management Assessment Program (SEMAP) Certification containing information listed on the attached form to the U.S. Department

of Housing and Urban Development.

EXPLANATION: RRHA's SEMAP scores for the past 5 years are as follows:

| <u>Fiscal Year</u> | <u>SEMAP Score</u> |
|--------------------|--------------------|
| 2020 | 100% |
| 2021 | 100% |
| 2022 | 100% |
| 2023 | 100% |

4. Resolution No. 4184

Mr. Shank presented Resolution No. 4184 requesting the board's approval to award a contract for repairs, painting and cleaning for four apartment units at 806 Hunt Avenue. An IFB was issued and two responsive bids were received with Colossal Contractors, Inc. submitting the lowest bid. Colossal Contractors, Inc. is a new vendor to RRHA and is based out of Maryland. They have completed similar projects for the housing authority in Prince George County and other local government entities and did so in a satisfactory manner.

Commissioner Garner asked if they have an office local to Roanoke. Mr. Shank replied that he has not gone over the logistics with them yet, however, they have provided their Virginia contractor's license and their SCC number. Commissioner Kepley asked if travel costs are included in their bid. Mr. Shank stated that those costs are included in the bid. Commissioner Kepley asked if this work only includes painting and cleaning. Mr. Shank replied that a variety of work will be done including, but not limited to, painting, cleaning, cabinet and countertop repair and door replacement.

Chair Karney asked for further questions. There were none.

Commissioner Anguiano introduced Resolution No. 4184 and moved its

adoption as introduced.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

Chair Karney thereupon declared said motion carried and Resolution No. 4184 was adopted as introduced.

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDING A CONTRACT FOR REPAIRS, PAINTING, CLEANING FOR FOUR APARTMENT UNITS FOR 806 HUNT AVENUE BUILDING, HUNT MANOR, AMP 259, UNDER CAPITAL FUND PROGRAM (CFP) GRANT NUMBER VA36P01150123 AND PUBLIC HOUSING OPERATING FUNDS

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development ("HUD") Capital Fund Program (CFP), grant number VA36P01150123 in the amount of \$4,741,515.00; and

WHEREAS, Flooring and Renovations for Hunt Manor were included on the Annual Statement detailing the planned use of CFP grant number VA36P01150123, which was approved by the RRHA Board of Commissioners by Resolution 4157 on May 22, 2023; and

WHEREAS, RRHA needs a qualified contractor to complete Repairs, Painting, Cleaning for Four Apartment Units for 806 Hunt Avenue Building, Hunt Manor; and

WHEREAS, RRHA issued a Invitation for Bid on November 12, 2023, with bids being due on December 5, 2023; and

WHEREAS, RRHA received two (2) responsive bids to the invitation, which were opened for consideration, such bids being as follow:

| <u>Bidder</u> | <u>Total Bid Amount</u> |
|----------------------------|-------------------------|
| Colossal Contractors, Inc. | \$118,510.00 |
| Russell's Remodeling, LLC | \$183,022.00 |

WHEREAS, the amount of the bid submitted by Colossal Contractors, Inc. was

determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Colossal Contractors, Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Colossal Contractors, Inc.; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (4) The bid submitted by Colossal Contractors, Inc. be and hereby is accepted;
- (5) The Executive Director be and hereby is authorized and directed to execute a standard contract for construction, which by reference is inclusive of all plans, specifications, addenda and related project documents, between Colossal Contractors, Inc. and RRHA for the fixed price of \$118,510.00.
- (6) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

III. ADJOURNMENT

There being no further business to come before the Board, Commissioner Garner moved that the meeting be adjourned.

The motion was seconded by Commissioner Smith and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Kepley, Garner, Smith, Walker, Chair Karney

NAYS: None

Chair Karney declared the meeting adjourned at 3:31 p.m.

Karen Karney, Chair

David Bustamante, Secretary-Treasurer

Exhibits from December 18, 2023 Minutes previously circulated

RESOLUTION
NO. 4185

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

RESOLUTION NO: 4185

Meeting Date: January 22, 2024

Agenda Item Number: 1

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY, APPROVING UPDATES TO ITS EMPLOYEE HANDBOOK.

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has undertaken a review of its Personnel Policies and Procedures Manual (Policies) and its employee handbook (handbook) to ensure they are relevant, meet the needs of RRHA and are legally compliant; and

WHEREAS, RRHA has revised the Handbook and Policies with legal counsel to update and streamline the document for better understanding; and

WHEREAS, legal counsel has recommended based on current legal and industry best practice trends to combine RRHA's current Policies into the Handbook; and

WHEREAS, RRHA is proposing approval of these revisions to the Handbook; and

WHEREAS, the Personnel Committee of the RRHA Board of Commissioners supports and recommends approval of this revised and updated Handbook.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority (RRHA) that the attached revised RRHA Employee Handbook is approved effective February 1, 2024.

Recommended by:  Date 1-16-24
Manager of HR

Approved by:  Date 1-10-24
Executive Director

COMMISSIONERS ACTION: ☐ Approved ☐ Disapproved

Remarks: _____

Drug and Alcohol Abuse

The Roanoke Redevelopment & Housing Authority (RRHA) has an obligation to its employees, customers, and the public-at-large to reasonably ensure safety in its workplace, housing operations, and in the Agency's service to others. RRHA is committed to the prevention of substance abuse in the workplace. As such, RRHA will make an ongoing good faith effort to maintain a drug-free workplace by meeting the requirements of the Drug-Free Workplace Act.

Alcohol and drug abuse can adversely affect an employee's job performance, endanger other employees and members of the public as well as affect RRHA in terms of both the immediate and long term. RRHA affirms its willingness to assist employees with alcohol or drug-related problems to find the appropriate treatment for rehabilitation and recovery. Employees with need are encouraged to request such assistance through RRHA's Employee Assistance Program or through community agencies.

The use, possession, or having a detectable presence of alcohol in one's system, or the distribution, manufacture, dispensation, solicitation and/or sale of alcohol on RRHA premises or while on the job is strictly prohibited. The use or having a detectable presence of drugs in one's system (except where specifically prescribed by a physician), or the possession, distribution, manufacture, dispensation, solicitation and/or sale of drugs and drug paraphernalia while on the job or on RRHA premises, is strictly prohibited and will result in disciplinary action, up to and including termination. The RRHA will utilize third party drug and alcohol testing facilities to ensure reliability as well as the fair and equitable treatment of its employees.

Off-the-job abuse of alcohol ~~which that~~ adversely affects an employee's job performance, or adversely affects or threatens to adversely affect the interests or reputation of RRHA is strictly prohibited and will result in disciplinary action, up to and including termination.

The off-the-job abuse or illegal possession of drugs ~~which that~~ adversely affects an employee's job performance, or adversely affects or threatens to adversely affect the interests or reputation of RRHA is strictly prohibited and will result in disciplinary action, up to and including termination.

Illegal drugs will be confiscated if found and may be turned over to the appropriate law enforcement agency, which may also result in criminal prosecution and will result in disciplinary action, up to and including termination.

Any employee convicted of a drug offense will be terminated from RRHA and the Department of Housing & Urban Development will be notified within 10 days after receiving the notice.

Employees who are subject to discipline for violation of these guidelines may be offered participation in the EAP program as an alternative to termination at RRHA's option. Such employees will not be permitted to participate in the EAP more than once in order to preserve employment.

As part of the RRHA's commitment to a drug and alcohol-free workplace, annual substance abuse training will be held for all employees and supervisors. Each employee will be required to sign RRHA's Drug and Alcohol Abuse Policy, acknowledging that they understand and will abide by the policy.

Prescription Medications: The legal use of prescribed and over-the-counter medications is not prohibited. —An employee will be allowed to work while taking properly prescribed medication when it is needed, and the employee can work and otherwise conduct himself or herself safely and appropriately. Employees must be able to perform the essential functions of the job, with or without a reasonable accommodation will always apply to your work at RRHA.

Employees may not work under the influence of medication that inhibits their ability to work safely or conduct themselves appropriately. Employees taking prescription or non-prescription medications and reporting to work are responsible for understanding the potential effects such medication may have on their ability to work and otherwise conduct themselves in a safe and appropriate manner. Employees should work with their healthcare medical providers to understand the effects such medications may have on their job duties. Employees may wish to request a job description and provide this to their medical provider when discussing such effects, while in some situations, employees will required to provide the job description as means for the employee to ensure that he can perform the essential functions of his job with or without a reasonable accommodation.

Employees who are taking prescription or non-prescription medications ~~which that~~ may inhibit the ability to perform their duties or otherwise conduct themselves in a safe and appropriate manner should immediately notify the Human Resources Department or their manager. Accommodations may be made when appropriate, considering the employee's duties and the safety implications to other RRHA employees, tenants, and the public. Employees who bring medications to work must maintain these medications in a locked compartment or inaccessible location out of visibility. Employees failing to notify their manager or Human Resources of safety concerns may be subject to disciplinary action up to and including termination.

Testing and Monitoring: To further insure safe and healthy working conditions, RRHA may request an employee to participate in drug or alcohol testing for justifiable reasons, including but not limited to:

1. Pre-employment testing
2. Reasonable suspicion testing
3. Post-accident testing when there is a reasonable basis to conclude that drugs or alcohol use could have contributed to the accident
4. Periodic and unannounced testing
5. Random testing
6. Rehabilitative testing

Like all, eEmployees who use any medication or substance, including but not limited to medical marijuana, that might alter their ability to do their job must -are encouraged to speak to Human Resources prior working in an capacity and, in turn, prior to being any drug tested ing.

Employees are required to be readily available for testing under this policy immediately upon a manager's request unless required medical treatment or other established compelling circumstances prevent the employee from complying with the request. This requirement may include remaining at work or on the scene of an accident or incident when requested. An employee's failure to do so may be deemed interference with testing procedures and a violation of this policy.

Workplace Searches and Other Measures: RRHA also reserves the right to take other justifiable measures, including the inspection of all RRHA premises and the personal property of employees on RRHA premises in order to ensure compliance with this policy. Participation in the inspection of personal property is voluntary, but employees who refuse shall be deemed in violation of this policy which may result in disciplinary action up to and including termination of employment. Contractor employees who refuse shall not be permitted to perform further work for RRHA.

Your cooperation in the enforcement of the policy will assist RRHA in providing you and your fellow employees with a healthy and safe work environment.

RESOLUTION
NO. 4186

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

RESOLUTION NO: 4186

Meeting Date: JANUARY 22, 2024

Agenda Item Number: 2

**RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND
HOUSING AUTHORITY AWARDDING A CONTRACT FOR NATURAL GAS
UTILITY INFRASTRUCTURE IMPROVEMENTS FOR JAMESTOWN
PLACE, AMP 207, UNDER CAPITAL FUND PROGRAM (CFP) GRANT
NUMBER VA36P01150123**

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development ("HUD") Capital Fund Program (CFP), grant number VA36P01150123 in the amount of \$4,840,100.00; and

WHEREAS, Upgrade of Gas Utility Infrastructure for Jamestown Place was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150123, which was approved by the RRHA Board of Commissioners by Resolution 4157 on May 22, 2023; and

WHEREAS, RRHA needs a qualified contractor to complete Upgrade Gas Utility Infrastructure for Jamestown Place; and

WHEREAS, RRHA issued a Invitation for Bid on December 3, 2023, with bids being due on January 9, 2024; and

WHEREAS, RRHA received two (2) responsive bids to the invitation, which were opened for consideration, such bids being as follow:

| <u>Bidder</u> | <u>Total Bid Amount</u> |
|-------------------------------|-------------------------|
| Classic City Mechanical, Inc. | \$857,416.00 |
| E. C. Pace Company, Inc. | \$963,981.40 |

WHEREAS, the amount of the bid submitted by Classic City Mechanical, Inc. was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

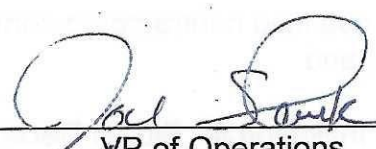
WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Classic City Mechanical, Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Classic City Mechanical, Inc.; and

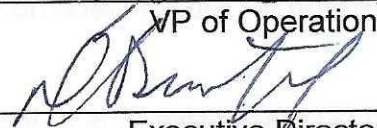
WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (1) The bid submitted by Classic City Mechanical, Inc. be and hereby is accepted;
- (2) The Executive Director be and hereby is authorized and directed to execute a standard contract for construction, which by reference is inclusive of all plans, specifications, addenda and related project documents, between Classic City Mechanical, Inc. and RRHA for the fixed price of \$857,416.00.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

Recommended by: 
VP of Operations

Date 1/10/24

Approved by: 
Executive Director

Date 1.10.24

COMMISSIONERS ACTION: ☐ Approved ☐ Disapproved

Remarks: _____

**RESOLUTION
NO. 4187**

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

RESOLUTION NO: 4187

Meeting Date: January 22, 2024

Agenda Item Number: 3

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING EXECUTION OF A CONTRACT FOR CONTINUED MAINTENANCE OF THE COMPREHENSIVE SOFTWARE SYSTEM FOR HOUSING PROGRAMS AND AGENCY MANAGEMENT AND ACCOUNTING

WHEREAS, the RRHA Board of Commissioners approved the execution of a contract with Yardi Systems, Inc. for a comprehensive software system for housing programs and agency management and accounting by Resolution No. 3981 on September 24, 2018; and

WHEREAS, the contract with Yardi Systems, Inc. included continued maintenance of the comprehensive software system; and

WHEREAS, the contract with Yardi Systems, Inc. ended November 11, 2023; and

WHEREAS, RRHA must have a comprehensive software system for housing programs and agency management and accounting with continued maintenance services for its ongoing operation and compliance; and

WHEREAS, the statutory authority permitting other than full and open competition is 41 U.S.C. 3304 and 10 U.S.C. 3204 as implemented by the Federal Acquisition Regulation (FAR) Subpart 6.302-1 (Only one responsible source and no other supplies of services will satisfy agency requirements.); and

WHEREAS, the awarding of a contract to an entity other than Yardi Systems, Inc. would result in substantial duplication of cost that is not expected to be recovered through competition; and

WHEREAS, the awarding of a contract to an entity other than Yardi Systems, Inc. would result in substantial staff involvement in the transfer of data and in staff training; and

WHEREAS, Yardi Systems, Inc. was requested to submit a proposal for continued maintenance of the comprehensive of the current comprehensive software system for housing programs and agency management and accounting; and

Approved by:

Executive Director

Date

1.12.24

COMMISSIONERS ACTION:

☐ Approved

☐ Not Approved

Remarks:

RESOLUTION
NO. 4188

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

RESOLUTION NO: 4188

Meeting Date: January 26, 2024

Agenda Item Number: 4

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING A LINE OF CREDIT TO PARK STREET HOUSING, LP IN THE AMOUNT OF \$100,000.00; AUTHORIZING A LINE OF CREDIT TO INDIAN VILLAGE, LP IN THE AMOUNT OF \$100,000.00; AUTHORIZING A LINE OF CREDIT TO HURT PARK, LP IN THE AMOUNT OF \$100,000; AND AUTHORIZING A LINE OF CREDIT TO STEPPING STONE, LIMITED PARTNERSHIP IN THE AMOUNT OF \$100,000.

WHEREAS, the City of Roanoke Redevelopment and Housing Authority ("RRHA") was involved as a sponsor organization in the formation of Park Street Housing, LP, which was formed for the purpose of constructing, owning and maintaining the Park Street Square Apartments; and

WHEREAS, RRHA was involved as a sponsor organization in the formation of Indian Village, LP, which was formed for the purpose of constructing, owning and maintaining the Indian Rock Village Apartments; and

WHEREAS, RRHA is a party to management agreements with Park Street Housing, LP and Indian Village, LP, under which RRHA manages the referenced projects; and

WHEREAS, each project currently has an operating shortfall such that it has insufficient cash on hand to fund ongoing operations; and

WHEREAS, each project is also in need of capital improvements, but lacks sufficient funds to make these required improvements; and

WHEREAS, Park Street Housing Development, LLC is the General Partner of Park Street Housing, LP; and

WHEREAS, Indian Village Development, LLC is the General Partner of Indian Village, LP; and

WHEREAS, Hurt Park Development, LLC is the General Partner of Hurt Park, LP; and

WHEREAS, Stepping Stone Apartments, LLC is the General Partner of Stepping Stone, Limited Partnership; and

WHEREAS, under the terms of the Amended and Restated Limited Partnership Agreement of Park Street Housing, LP, the General Partner is required to make a loan (designated as an “Operating Deficit Loan”) to Park Street Housing, LP to pay any operating deficits, and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project (designated as a “GP Loan”); and

WHEREAS, under the terms of the Amended and Restated Limited Partnership Agreement of Indian Village, LP, the General Partner is required to make a loan (designated as an “Operating Deficit Loan”) to cover any operating deficit, and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project (designated as a “GP Loan”); and

WHEREAS, under the terms of the Amended and Restated Limited Partnership Agreement of Hurt Park, LP, the General Partner is required to make a loan (designated as an “Operating Deficit Loan”) to cover any operating deficit, and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project (designated as a “GP Loan”); and

WHEREAS, under the terms of the Amended and Restated Limited Partnership Agreement of Stepping Stone, Limited Partnership, the General Partner is required to make a loan (designated as an “Operating Deficit Loan”) to cover any operating deficit, and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project (designated as a “GP Loan”); and

WHEREAS, Park Street Housing Development, LLC, Indian Village Development, LLC, Hurt Park Development, LLC, and Stepping Stone Apartments, LLC each lack sufficient funds to make an Operating Deficit Loan or a GP Loan; and

WHEREAS, Virginia Code § 36-19(4) permits RRHA “to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein” in connection with any housing project; and

WHEREAS, Virginia Code § 36-19(7) permits RRHA “[t]o make loans or grants for the prevention and elimination of blighted or slum areas and for assistance in housing construction or rehabilitation by private sponsors”; and

WHEREAS, the continued operation of the each of the referenced projects is in RRHA’s interest and furthers RRHA’s mission; and

WHEREAS, funding to cover each project’s operating deficit, and to make the necessary capital improvements at each project, is necessary for the continued operation of the project; and

WHEREAS, RRHA estimates that the amount required to adequately fund each Project’s ongoing operations, and to make the necessary capital improvements, at this time is approximately One Hundred Thousand Dollars (\$100,000.00) per project; and

WHEREAS, the 15-year compliance period on each project has expired, so that it is now permissible for RRHA to extend an Operating Deficit Loan and a GP Loan directly to the limited partnership which owns each project; and

WHEREAS, RRHA has identified Two Hundred Thousand Dollars (\$200,000.00) of non-Federal funds which it can use to extend a credit line to Park Street Housing, LP to Indian Village, LP, to Hurt Park, LP, and to Stepping Stone, Limited Partnership;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The RRHA Board of Commissioners authorizes RRHA to establish a credit line in the amount of One Hundred Thousand Dollars (\$100,000) from RRHA to Park Street Housing, LP, and to loan funds to Park Street Housing, LP up to that maximum amount, on the terms and conditions set forth in the attached Loan Agreement.
2. The RRHA Board of Commissioners authorizes RRHA to establish a credit line in the amount of One Hundred Thousand Dollars (\$100,000) from RRHA to Indian Village, LP, and to loan funds to Indian Village, LP up to that maximum amount, on the terms and conditions set forth in the attached Loan Agreement.
3. The RRHA Board of Commissioners authorizes RRHA to establish a credit line in the amount of One Hundred Thousand Dollars (\$100,000) from RRHA to Hurt Park, LP, and to loan funds to Hurt Park, LP up to that maximum amount, on the terms and conditions set forth in the attached Loan Agreement.
4. The RRHA Board of Commissioners authorizes RRHA to establish a credit line in the amount of One Hundred Thousand Dollars (\$100,000) from RRHA to Stepping Stone, LP, and to loan funds to Stepping Stone, Limited Partnership up to that maximum amount, on the terms and conditions set forth in the attached Loan Agreement.
5. The amounts loaned by RRHA shall be taken from non-Federal or other non-restricted funds.
6. The Executive Director, or his designee, is authorized and directed to execute the attached Loan Agreement, and to execute such documents, and to take such other appropriate actions as may be necessary, to effectuate the line of credit and loan to Park Street Housing

LP, to Indian Village, LP, to Hurt Park, LP, and to Stepping Stone, Limited Partnership, on the terms set forth in the attached Loan Agreement.

Approved by: _____ Date_____

Executive Director

COMMISSIONERS ACTION: ☐ Approved ☐ Disapproved

Remarks:_____

LOAN AGREEMENT

Effective Date: **January 26, 2024**

| | |
|---|--|
| Borrowers: PARK STREET HOUSING, LP , a Virginia limited partnership INDIAN VILLAGE, LP , a Virginia limited partnership | Lender: CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY , a political subdivision of the Commonwealth of Virginia, 2624 Salem Turnpike, N.W. Roanoke, Virginia 24017 |
|---|--|

This Loan Agreement ("Loan Agreement") is dated January 22, 2024,, and is between **PARK STREET HOUSING, LP**, a Virginia limited partnership ("Park Street") and **INDIAN VILLAGE, LP**, a Virginia limited partnership ("Indian Village"), each individually referred to as a "Borrower," and **CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("RRHA" or "Lender"), as follows.

Recitals.

R-1 RRHA manages an apartment community known as Park Street Square, which is owned by Park Street.

R-2 RRHA also manages an apartment community known as Indian Rock Village, which is owned by Indian Rock.

R-3 The Park Street Square and Indian Rock Village properties both each have an operating shortfall, and both are in need of repairs and capital improvements, and Park Street and Indian Village lack sufficient funds to make the required repairs and improvements.

R-4 Under the terms of the Amended and Restated Limited Partnership Agreement of Park Street Housing, LP, the General Partner—Park Street Housing Development, LLC—is required to make a loan to cover any operating deficit ("Operating Deficit Loan"), and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project ("GP Loan").

R-5 Under the terms of the Amended and Restated Limited Partnership Agreement of the Indian Village, LP, the General Partner—Indian Village Development, LLC-- is required to make a loan to cover any operating deficit ("Operating Deficit Loan"), and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project ("GP Loan").

R-6 Park Street Housing Development, LLC, does not have sufficient funds to make an Operating Deficit Loan or a GP Loan to Park Street.

R-7 Indian Village Development, LLC, does not have sufficient funds to make an Operating Deficit Loan or a GP Loan to Indian Village.

R-8 Virginia Code § 36-19(4) permits RRHA "to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein" in connection with any housing project.

R-9 Virginia Code § 36-19(7) permits RRHA “[t]o make loans or grants for the prevention and elimination of blighted or slum areas and for assistance in housing construction or rehabilitation by private sponsors.”

R-10 The continued operation of the Park Street and Indian Village is in RRHA’s interest and furthers RRHA’s mission.

R-11 Park Street has requested, and RRHA has agreed, to finance the repairs and improvements to Park Street through a loan up to a maximum principal amount of \$100,000.00.

R-12 Indian Village has requested, and RRHA has agreed, to finance the repairs and improvements to Indian Village through a loan up to a maximum principal amount of \$100,000.00.

NOW, THEREFORE, in consideration of the foregoing, the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows, effective as of the date first above written:

I. DEFAULT. Borrower will be in default under this Loan Agreement if an Event of Default occurs under the terms of any Loan Document. Lender shall not be obligated to make advances under the loans under the Credit Line if a material Event of Default exists or if any event has occurred, which by the giving of notice and/or the passage of time would constitute a material default under the Loans if not cured within the time specified in the Loan Documents (as defined herein).

II. LETTERS OF CREDIT. RRHA hereby establishes a Credit Line in the principal amount of up to \$100,000 for the repairs and improvements to Park Street, and a Credit Line in the principal amount of up to \$100,000 for the repairs and improvements to Indian Village. Each Borrower agrees to the following terms and conditions with respect to the Credit Line. Each Borrower's compliance with all such terms and conditions shall be determined by Lender in its sole and absolute discretion.

1. Each Borrower may request a loan up to the principal amount of its Letter of Credit Line. Such request shall be made in writing to RRHA, and shall specify what portion of the amount requested, if any, is an Operating Deficit Loan, and what portion of the amount requested is to be designated as a GP Loan.
2. Operating Deficit Loans will bear interest at the rate specified in the Amended and Restated Limited Partnership Agreement applicable to that Borrower as referenced above.
3. GP Loans will bear interest at the rate specified in the Amended and Restated Limited Partnership Agreement applicable to that Borrower as referenced above.
4. Borrower shall execute a revolving credit line promissory note, in a form approved by legal counsel for RRHA, up to the maximum principal amount of \$100,000.00 per Borrower.
5. This Loan Agreement, the written request(s) submitted by the Borrower, and the executed promissory note shall constitute the “Loan Documents.”

III. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Loan Agreement, as of the date of each disbursement of loan proceeds:

Authorization. Borrower's execution, delivery, and performance of this Loan Agreement and all the Loan Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's certificate of limited partnership or partnership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Binding Effect. This Loan Agreement, and all Loan Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against either Borrower is pending or threatened, and no other event has occurred which may materially adversely affect such Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Organization. Each Borrower is a limited partnership which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Commonwealth of Virginia.

Loan Proceeds. Each Borrower agrees to use all loan proceeds designated as an Operating Deficit Loan solely for the purpose of covering any operating deficit, and all loan proceeds designated as a GP Loan solely for the purpose of making repairs and capital improvements to its property.

Compliance with Governmental Requirements. Each Borrower will comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations.

SIGNATURES ARE ON THE FOLLOWING PAGE.

SIGNATURE PAGE TO LOAN AGREEMENT

IN WITNESS WHEREOF, Borrowers and Lender have executed this Loan Agreement under seal.

Borrower:

PARK STREET HOUSING, LP

By Park Street Housing Development, LLC, its general partner

By: _____

Its: _____

Borrower:

INDIAN VILLAGE, LP

By Indian Village Development, LLC, its general partner

By: _____

Its: _____

Lender:

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

By: _____ (SEAL)
David Bustamante, Executive Director

LOAN AGREEMENT

Effective Date: **January 26, 2024**

| | |
|--|--|
| Borrowers: HURT PARK, LP , a Virginia limited partnership STEPPING STONE, LIMITED PARTNERSHIP , a Virginia limited partnership | Lender: CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY , a political subdivision of the Commonwealth of Virginia, 2624 Salem Turnpike, N.W. Roanoke, Virginia 24017 |
|--|--|

This Loan Agreement ("Loan Agreement") is dated January 22, 2024,, and is between **HURT PARK, LP**, a Virginia limited partnership ("Hurt Park") and **STEPPING STONE, LIMITED PARTNERSHIP**, a Virginia limited partnership ("Stepping Stone"), each individually referred to as a "Borrower," and **CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("RRHA" or "Lender"), as follows.

Recitals.

R-1 RRHA manages an apartment community known as Hurt Park, which is owned by Hurt Park.

R-2 RRHA also manages an apartment community known as Stepping Stone, which is owned by Stepping Stone.

R-3 The Hurt Park and Stepping Stone properties both each have an operating shortfall, and both are in need of repairs and capital improvements, and Hurt Park and Stepping Stone lack sufficient funds to make the required repairs and improvements.

R-4 Under the terms of the Amended and Restated Limited Partnership Agreement of Hurt Park, LP, the General Partner—Hurt Park Development, LLC—is required to make a loan to cover any operating deficit ("Operating Deficit Loan"), and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project ("GP Loan").

R-5 Under the terms of the Amended and Restated Limited Partnership Agreement of Stepping Stone, Limited Partnership, the General Partner—Stepping Stone Apartments, LLC-- is required to make a loan to cover any operating deficit ("Operating Deficit Loan"), and the General Partner may also make a loan to fund other reasonable expenses of the partnership/project ("GP Loan").

R-6 Hurt Park Development, LLC, does not have sufficient funds to make an Operating Deficit Loan or a GP Loan to Hurt Park.

R-7 Stepping Stone Apartments, LLC, does not have sufficient funds to make an Operating Deficit Loan or a GP Loan to Stepping Stone.

R-8 Virginia Code § 36-19(4) permits RRHA "to sell, lease, exchange, transfer, assign, pledge or dispose of any real or personal property or any interest therein" in connection with any

housing project.

R-9 Virginia Code § 36-19(7) permits RRHA “[t]o make loans or grants for the prevention and elimination of blighted or slum areas and for assistance in housing construction or rehabilitation by private sponsors.”

R-10 The continued operation of the Hurt Park and Stepping Stone is in RRHA’s interest and furthers RRHA’s mission.

R-11 Hurt Park has requested, and RRHA has agreed, to finance the repairs and improvements to Hurt Park through a loan up to a maximum principal amount of \$100,000.00.

R-12 Stepping Stone has requested, and RRHA has agreed, to finance the repairs and improvements to Stepping Stone through a loan up to a maximum principal amount of \$100,000.00.

NOW, THEREFORE, in consideration of the foregoing, the agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows, effective as of the date first above written:

I. DEFAULT. Borrower will be in default under this Loan Agreement if an Event of Default occurs under the terms of any Loan Document. Lender shall not be obligated to make advances under the loans under the Credit Line if a material Event of Default exists or if any event has occurred, which by the giving of notice and/or the passage of time would constitute a material default under the Loans if not cured within the time specified in the Loan Documents (as defined herein).

II. LETTERS OF CREDIT. RRHA hereby establishes a Credit Line in the principal amount of up to \$100,000 for the repairs and improvements to Hurt Park, and a Credit Line in the principal amount of up to \$100,000 for the repairs and improvements to Stepping Stone. Each Borrower agrees to the following terms and conditions with respect to the Credit Line. Each Borrower's compliance with all such terms and conditions shall be determined by Lender in its sole and absolute discretion.

1. Each Borrower may request a loan up to the principal amount of its Letter of Credit Line. Such request shall be made in writing to RRHA, and shall specify what portion of the amount requested, if any, is an Operating Deficit Loan, and what portion of the amount requested is to be designated as a GP Loan.
2. Operating Deficit Loans will bear interest at the rate specified in the Amended and Restated Limited Partnership Agreement applicable to that Borrower as referenced above.
3. GP Loans will bear interest at the rate specified in the Amended and Restated Limited Partnership Agreement applicable to that Borrower as referenced above.
4. Borrower shall execute a revolving credit line promissory note, in a form approved by legal counsel for RRHA, up to the maximum principal amount of \$100,000.00 per Borrower.

5. This Loan Agreement, the written request(s) submitted by the Borrower, and the executed promissory note shall constitute the "Loan Documents."

III. REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Loan Agreement, as of the date of each disbursement of loan proceeds:

Authorization. Borrower's execution, delivery, and performance of this Loan Agreement and all the Loan Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Borrower's certificate of limited partnership or partnership agreements, or (b) any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Binding Effect. This Loan Agreement, and all Loan Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against either Borrower is pending or threatened, and no other event has occurred which may materially adversely affect such Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Organization. Each Borrower is a limited partnership which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the Commonwealth of Virginia.

Loan Proceeds. Each Borrower agrees to use all loan proceeds designated as an Operating Deficit Loan solely for the purpose of covering any operating deficit, and all loan proceeds designated as a GP Loan solely for the purpose of making repairs and capital improvements to its property.

Compliance with Governmental Requirements. Each Borrower will comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations.

SIGNATURES ARE ON THE FOLLOWING PAGE.

SIGNATURE PAGE TO LOAN AGREEMENT

IN WITNESS WHEREOF, Borrowers and Lender have executed this Loan Agreement under seal.

Borrower:

HURT PARK, LP

By Hurt Park Development, LLC, its general partner

By: _____

Its: _____

Borrower:

STEPPING STONE, LIMITED PARTNERSHIP

By Stepping Stone Apartments, LLC, its general partner

By: _____

Its: _____

Lender:

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

By: _____ (SEAL)

David Bustamante, Executive Director

**RESOLUTION
NO. 4189**

CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

RESOLUTION NO: 4189

Meeting Date: January 22, 2024

Agenda Item Number: 5

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDING A CONTRACT FOR REPOSITIONING AND RENTAL ASSISTANCE DEMONSTRATION CONSULTING SERVICES FOR RRHA UNDER THE FY 2023 CAPITAL FUND PROGRAM NO. VA36P01150123.

WHEREAS, the City of Roanoke of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development ("HUD") Capital Fund Program (CFP), which is grant number VA36P01150123 (574) in the amount of \$4,840,100.00; and

WHEREAS, Planning Consultant for RRHA was included on the Annual Statements detailing the planned use of CFP grant number VA36P01150123, which was approved by the Board of Commissioners under Resolution No. 4157 on May 22, 2023; and

WHEREAS, repositioning and rental assistance demonstration consulting services are essential to the future development of affordable housing; and

WHEREAS, RRHA issued a Request for Proposals ("RFP") on November 12, 2023, with Proposals being due on December 12, 2023; and

WHEREAS, RRHA received one (1) Proposal in response to the RFQ from the following companies:

- Dominion Due Diligence Group (D3G)

WHEREAS, the hourly rates Dominion Due Diligence Group (D3G) are determined to be fair and reasonable for the consulting services to be provided; and

WHEREAS, Dominion Due Diligence Group (D3G) has been found to be capable and in all other respects acceptable to RRHA; and

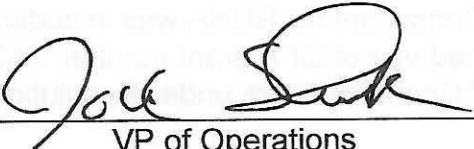
WHEREAS, the Vice President of Operations recommended to the Executive Director that a contract be awarded to Dominion Due Diligence Group (D3G);

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such qualification and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- (1) The Proposal submitted by Dominion Due Diligence Group (D3G) be and hereby is accepted;
- (2) The Executive Director be and hereby is authorized and directed to execute standard contract for non-construction, which by reference is inclusive of Scope of Services and all related documents included in the Request for Proposals, between Dominion Due Diligence Group (D3G) and RRHA for a term of two (2) years, in the not to exceed amount of \$250,000.00.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

If approved, this contract will be funded from CFP 574.

Recommended by:  Date 1-18-2024
VP of Operations

Approved by:  Date 1-18-24
Executive Director

COMMISSIONERS ACTION: ☐ Approved ☐ Disapproved

Remarks: _____

