

HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY P.O. BOX 1071 HARRISONBURG, VA 22803

Phone/VTDD 540-434-7386 Fax 540-432-1113

### November 13, 2020

The Regular Meeting of the Harrisonburg Redevelopment and Housing Authority's Board of Commissioners will be held on <u>Wednesday</u>, <u>November 18, 2020 at 4:00 p.m.</u>, at the office of the Authority located at 286 Kelley Street, Harrisonburg, Virginia.

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Michael G. Wong

**Executive Director** 

**Enclosures** 

### AGENDA Regular Meeting November 18, 2020

- I. Call to order and determination of quorum
- II. Review and Approval of Minutes
  - October 2020
- III. Review and Approval Financial Statements
  - October 2020
- IV. Reports
  - A. Executive Director
    - 1. Public Comment
    - 2. Moving to Work Resolution and Certification
    - 3. Closed Session-Disposition of Real Property 2.2-3711(A)(3)
    - 4. Shenandoah Housing Corporation-Transfer of Delmont Plaza Sale Proceeds to Local Community Development Fund
    - 5. 2020 Bad Debt and Inventory Write-Offs
  - B. Any New Business/ Old Business
    - 1. Strategic Initiatives Updates
      - Homeownership and Neighborhood Revitalization
      - Addressing Homelessness and Affordable Housing
      - Improving Organizational Efficiency and Effectiveness
    - 2. Discussion on Commissioner's Role in Responding to Complaints
    - 3. Discussion on Changing Meeting from In-Person to Remote
    - C. Management Reports
      - 1. Housing Choice Voucher Management Report
      - 2. J.R. "Polly" Lineweaver/Lineweaver Annex Program Management Report
      - 3. Franklin Heights Program Management Report
      - 4. Commerce Village Management Report
      - 5. Family Self Sufficiency Management Report
      - 6. Financial Monthly Report & Quarterly Investment Update

### MINUTES

### Regular Meeting October 21, 2020

The Regular Meeting of the Harrisonburg Redevelopment & Housing Authority Board of Commissioners was held on <u>Wednesday October 21 at 4:00 p.m.</u>, at the City of Harrisonburg Hall Chambers located at 409 South Main Street, Harrisonburg Virginia.

### Those present were:

John Hall, Chair
Costella Forney, Vice Chair
Dany Fleming, Commissioner
Scott Gallagher, Commissioner
Christine Fasching Maphis
Kevin Coffman, Commissioner
Luciano Benjamin Commissioner

### Also present were:

Michael G. Wong, Executive Director Melisa Michelsen, Attorney

The Regular Meeting was called to order and quorum declared present by John Hall Chair. Mr. Wong then presented the September minutes for consideration of approval. After a period of discussion, Commissioner Benjamin seconded by Vice Chair Forney made the motion for approval. The motion was unanimously approved. Mr. Wong then presented the September financials for consideration of approval. After a period of discussion, Commissioner Gallagher seconded by Commissioner Fleming made the motion approving the September financials. The motion was unanimously approved.

Chairperson Hall then opened the floor for general public comment. No public comment was received. Mr. Wong then presented the 990's for the Shenandoah Housing Corporation and the Lineweaver Annex Corporation for consideration of approval. After a period of discussion, Commissioner Gallagher seconded by Vice Chair Forney made the motion approving the 990's. The motion was unanimously approved

Mr. Wong then provided an overview of the Authority's Moving to Work(MtW) plan. He related of the Authority's MtW plan includes activities focusing on improving resident's self-sufficiency outcomes, expanding housing choice and increasing cost effectiveness. He stated of achieving these goals through expanding the certification process from annual to triennial, changing the escrow program to an incentive program, use of a coaching model, continuation of the landlord incentive and retention program, standardization of deductions, and for project base housing extending the lease term to two years. Mr. Hall then open the floor for public comment concerning the Authority's proposed plan. Hearing no comment, Mr. Hall closed the comment period. After a period of discussion, Vice Chair Forney seconded by Commissioner Benjamin made the motion approving the Authority's MtW plan. The motion was unanimously approved.

Chairperson Hall then provided an overview and update on the tenant complaints and concerns voiced by City Council. He related of also meeting with Ms. Thomas, Northeast Neighborhood Association and did a brief tour of the properties with her. He stated of not yet being able to tour Lineweaver but will do so shortly and encouraged other board members to schedule a time to visit the authority's properties. He related of a concern with the complaint's process with staff not being inform and being unable to address in a timely manner. Mr. Wong reinforced that due to potential liability it is critical that any incidents communicated need to be reported to the appropriate personnel immediately.

Vice Chair Forney then presented an email letter from Sonya and Aaron Myers concerning 315 Broad Street. Mr. Wong related of meeting with the Myers on two separate occasions concerning their interest in the property. He stated that the Myers agreed to provide a proposal concerning their interest with the plan to present at the November's meeting. He related of concern that the information receive by Vice Chair Forney was not shared prior to the meeting which creates a perception of miscommunication. Ms. Michelsen emphasis the need to forward any information requests to Mr. Wong immediately due to the Freedom of Information Act timeframes to respond requirements. No other action was taken on this matter.

Mr. Wong then presented the Authority's 2019 audit for consideration of approval. He related of no issues were identified and not management response needed. He recognized Christine Halterman finance director, Suzi Armstrong accounts payable, Liz Webb and the HCV team for the excellent audit results. Commissioner Gallagher seconded by Commissioner Coffman made the motion approving the audit. The motion was unanimously approved.

Mr. Wong then provided a brief update on the Authority's initiatives. Under new business, Commissioner Fleming provided a brief overview of a Commissioner packet/resource guide he developed for use. He also related of training available by HUD on the HUD Exchange provides an excellent overview of Commissioner responsibilities. Mr. Wong related of historically Commissioners participated in NAHRO's trainings. He then shared racial equity and commissioner ethics training options for consideration. Commissioner Gallagher commended Commissioner Fleming on the creation of the guide.

Mr. Wong then provided a brief update on the Authority's initiatives and overview of the program reports. Commissioner Gallagher seconded by Commissioner Coffman then made the motion to approve the management reports. This motion was unanimously approved. Vice Chair Forney, seconded by Commissioner Fleming made the motion to adjourn. The motion was unanimously approved.

Michael G. Wong	John Hall
Executive Director	Chair

### LOCAL COMMUNITY DEVELOPMENT (LCD)

Statement of Revenues, Expenses, and Changes in Fund Equity For the Month of October 2020

	Annual	Monthly	Total	Actual	Budget	Over/(Under)
Passinte	Budget	Budget	This Month	To Date	To Date	To Date
Receipts:	D4 070 00	7.000.00	07.400.00			
3410 HMIS COC Homelessness Grant-18	84,072.00	7,006.00	27,409.89	84,072.00	70,060.00	14,012.00
3410 VHSP-VA Hsg Solutions Prgm Grant	80,265.00	6,688.75	4,716,39	56,919.89	66,887.50	(9,967.61)
3410 COC Planning Grant Funds	20,619.00	1,718.25	419.70	20,619.00	17,182.50	3,436.50
3410 VHSP-COVID-19 ESO Grant	166,684.00	13,890.33	0,00	100,000.00	138,903.33	(38,903.33)
3610 Interest Income	0.00	0.00	20,76	124.20	0.00	124.20
3690 Developer's Fees/Other Income	130,000.00	10,833.33	0,00	131,124.44	108,333.33	22,791.11
3690 Admin, Fees	9,500.00	791.67	0.00	35,000.00	7,916.67	27,083.33
3690 Application Fees	15,000.00	1,250.00	0.00	7,500.00	12,500.00	(5,000.00)
3690 Lease Income	4,800.00	400.00	0.00	3,600.00	4,000.00	(400.00)
3690 Management Fees-CV	10,000.00	833.33	912.14	8,748.90	8,333:33	415.57
3690 BPort Net Receipts	185,689.00	15,474.08	23,510.04	162,830.35	154,740.83	8,089.52
3690 Lineweaver Apts. Net Receipts	379,168.00	31,597.33	30,843.00	305,852.49	315,973.33	(10,120.84)
Total Receipts	1,085,797.00	90,483.08	87,831.92	916,391.27	904,830.83	11,560.44
Expenses:						
Administration						
4110 Adm Salaries	134,085,00	11,173.75	12,326.16	118,946.14	111,737,50	7,208.64
4540 Adm Benefits	37,895,00	3,157.92	3,315,89	34,027.28	31,579.17	2,448,11
4130 Legal Expense	10,000.00	833.33	0.00	8,406.54	8,333.33	73.21
4140 Staff Training	5,000,00	416.67	0.00	2,145.00	4,166.67	(2,021.67)
4150 Travel	15,000.00	1,250.00	400.00	4,440.35	12,500.00	(8,059.65)
4171 Auditing Fees	3,600.00	300.00	0.00	0.00	3,000.00	(3,000.00)
4190 Sundry-Admin, Exp.	30,000.00	2,500.00	1,271.02	20,093.55	25,000.00	(4,906.45)
4190 VHSP-COVID-19 ESO Grant	166,684,00	13,890.33	7,026.93	113,691.47	138,903.33	(25,211.86)
4190 VHSP-VA Hsg Solutions Prgm Grant	80,265,00	6,688.75	4,179.42	50,091.55	66,887.50	(16,795.95)
4190 VHDA COC COVID-19 Grant	0.00	0.00	0.00	71,250.00	0.00	71,250.00
4190 COC Planning Grant Funds	20,619,00	1,718.25	419.70	20,619.00	17,182.50	3,436.50
4190 HMIS Match for Grant Funds	10,000.00	833.33	1,359.57	7,793.79	8,333.33	(539.54)
4190 Community Donations (OpDr/COC,etc)	15,000.00	1,250.00	0.00	10,000.00	12,500.00	(2,500.00)
4190 HMIS Homeless Assistance-18	84,072.00	7,006.00	3,600.31	75,234.06	70,060.00	5,174.06
Total Administration	612,220.00	51,018.33	33,899.00	536,738.73	510,183.33	26,555.40
Utilities						
4320 Electric	3,200.00	266,67	128.28	1,392.87	2,666.67	(1,273.80)
4330 Gas	1,800.00	150.00	65.39	711.12	1,500.00	(788.88)
Total Utilities	5,000.00	416.67	193.67	2,103.99	4,166.67	(2,062.68)
Maintenance	.,			68	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(2,002.00)
4410 Maintenance Salaries	34,289.00	2,857.42	2,420.17	28,746.28	28,574.17	172.11
4540 Maintenance Benefits	9,474.00	789.50	654 26	7,110.29	7,895.00	(784.71)
4420 Materials	6,000.00	500.00	166.08	2,261.28	5,000.00	(2,738.72)
4430 Contract Costs	9,500.00	791.67	132,83	3,067.71	7,916.67	(4,848.96)
Total Maintenance	59,263.00	4,938.58	3,373.34	41,185.56	49,385.83	(8,200.27)
General	00,200.00	1,000.00	0,070,04	41,100.00	49,505,05	(0,200,21)
4510 Insurance	7,000.00	583.33	613,90	4,322.01	5,833.33	(1,511.32)
4570 Collection Loss/Bad Debt Expens		0.00	0.00	0.00	0.00	0.00
4580 Real Estate Taxes (CST)	0.00	0.00	0.00	2,895.99	0.00	2,895.99
4000 Bport Expenses	35,274.00	2,939.50	2,246.38	23,260.65	29,395.00	(6,134.35)
4000 Lineweaver Apartments Expenses	366,686.00	30,557.17	23,845.32	256,971.95	305,571.67	(48,599.72)
Total General	408,960.00	34,080.00	26,705.60	287,450.60	340,800.00	(53,349.40)
Total Colloid	400,300.00	J4,000.00	20,700,00	207,430.00	340,000.00	(55,548,40)
TOTAL EXPENSES	1,085,443.00	90,453.58	64,171,61	867,478.88	904,535.83	(37,056,95)
TOTAL RECEIPTS TO DATE						916,391.27

TOTAL RECEIPTS TO DATE TOTAL EXPENSES TO DATE

TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Income/Loss

Michael G. Wong, Executive Director

916,391.27 867,478.88

48,912.39

Date

### LINEWEAVER ANNEX APARTMENTS

### Statement of Revenues, Expenses, and Changes in Fund Equity Attachment A

For the Month of October 2020

Bassinta	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
Receipts:						
3110 Rental Income	243,168.00	20,264.00	16,748.00	166,447.81	202,640.00	(36, 192, 19)
3410 HAP Funding	120,000.00	10,000.00	13,666.00	133,466.00	100,000.00	33,466.00
3690 Other Income-Laundry	3,800.00	316.67	297.00	2,896.48	3,166.67	(270:19)
3690 Other Income-Late fees,workords	12,200.00	1,016,67	132.00	3,042.20	10,166,67	(7,124.47)
Total Receipts	379,168.00	31,597.33	30,843.00	305,852,49	315,973.33	(10,120,84)
Expenses:						
Administration:						
4110 Adm Salaries	64,789.00	5,399.08	4,406.40	52,272.66	£2 000 02	(4.740.47)
4540 Adm Benefits	20,769.00	1,730.75	1,632.27		53,990.83	(1,718.17)
4130 Legal Fees	1,000.00	83.33	759.00	17,854,70 886.65	17,307.50	547,20
4140 Staff Training	1,000.00	83.33	0.00	0.00	833.33	53.32
4150 Travel	1,000.00	83.33	0.00	90.49	833.33	(833.33)
4171 Auditing	1,200.00	100.00	0.00	0.00	833.33	(742.84)
4190 Sundry	15,000.00	1,250.00	460.20	10,668.09	1,000.00	(1,000,00)
Total Adminstration	104,758.00	8.729.83	7,257.87	81,772.59	12,500.00	(1,831.91)
( Stair turnings attor)	104,730.00	0,729.03	1,237.01	01,772,59	87,298.33	(5,525,74)
Tenant Services:						
4240 Tenant Services-Other	1,000.00	83.33	0.00	561.88	833.33	(271.45)
Total Tenant Serv.	1,000.00	83.33	0.00	561.88	833.33	(271,45)
						(=====,
Utilities:						
4310 Water	8,000.00	666.67	630.90	6,791.04	6,666.67	124,37
4320 Electricity	68,000.00	5,666.67	3,366.16	46,571.32	56,666,67	(10,095.35)
4390 Sewer	23,500.00	1,958.33	1,863.60	19,311.00	19,583.33	(272.33)
Total Utilities	99,500.00	8,291.67	5,860.66	72,673.36	82,916.67	(10,243.31)
Maintenance:						
4410 Maintenance Salaries	40 460 00	4 000 67	4.024.92	40 400 40	40.000.00	7 740 70
4540 Maintenance Benefits	49,160.00	4,096,67	4,931,82	48,486,43	40,966.67	7,519.76
4420 Materials	15,668.00	1,305.67	875.70	8,945,42	13,056.67	(4,111,25)
4430 Contract Costs	18,000.00	1,500.00	782,04	13,898.72	15,000.00	(1,101.28)
Total Maintenance	60,000 00	5,000.00	3,424.70	25,851.30	50,000.00	(24,148.70)
Total Mainternance	142,828.00	11,902.33	10,014.26	97,181.87	119,023.33	(21,841.46)
General Expenses:						
4510 Insurance Expenses	8,600.00	716.67	712.53	4,782.25	7,166.67	(2,384,42)
4570 Collection Loss	10,000.00	833,33	0.00			(8,333.33)
Total General Exp.	18,600.00	1,550.00		4,782.25		(10,717:75)
				A		(10)
TOTAL EXPENSES	366,686.00	30,557.17	23,845,32	256,971.95	305,571.67	(48,599.72)
TOTAL RECEIPTS TO DATE						005.055.15
TOTAL EXPENSES TO DATE						305,852,49
TOTAL RECEIPTS LESS TO	=	S TO DATE !				256,971.95
TOTAL RECEIPTS LESS TO	AL EXPENSE	S TO DATE-	ncome/Loss			48,880.54

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

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Lisa Benasher, Lineweaver Manager

Date

### BRIDGEPORT COMPLEX

### Statement of Revenues, Expenses, and Changes in Fund Equity Attachment B

For the Month of October 2020

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
Receipts:	5	5	***************************************			
3690 Rental Income	185,689.00	15,474.08	23,510.04	162,830.35	154,740.83	8,089.52
3690 Other Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	185,689.00	15,474.08	23,510.04	162,830.35	154,740.83	8,089.52
•				•		
Expenses:						
Operations						
4130 Legal Expenses	1,000.00	83.33	0.00	0.00	833,33	(833,33)
4190-Sundry-Phone	600.00	50.00	42.37	417.15	500.00	(82.85)
Total Op. Expenses	1,600.00	133.33	42.37	417.15	1,333.33	(916.18)
Utilities:						
4310 Water	1,100.00	91.67	0.00	318.00	916.67	(598.67)
4320 Electricity	0.00	0.00	0.00	0.00	0.00	0.00
4330 Gas	0.00	0.00	0.00	0.00	0.00	0.00
4310 Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Total Utilities	1,100.00	91.67	0.00	318.00	916.67	(598,67)
Maintenance:						
4420 Materials	3,000.00	250.00	0.00	1.34	2,500.00	(2,498.66)
4430 Contract Costs	12,000.00	1,000.00	759.80	7,592.67	10,000.00	(2,407.33)
Total Maintenance	15,000.00	1,250.00	759.80	7,594.01	12,500.00	(4,905,99)
. Otal Mainternance	.0,000.00	,,200.00	, 33,33	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(1,000,00)
General Expenses:						
4510 Insurance Expenses	0.00	0.00	0.00	0.00	0.00	0.00
4580 Interst Expense	17,574.00	1,464.50	1,444.21	14,931.49	14,645.00	286.49
Total General Exp.	17,574.00	1,464.50	1,444.21	14,931.49	14,645.00	286,49
TOTAL EXPENSES	35,274.00	2,939.50	2,246.38	23,260.65	29,395.00	(6,134.35)
TOTAL RECEIPTS TO I	DATE					162,830.35
TOTAL EXPENSES TO						23,260.65
TOTAL RECEIPTS LES		NSES TO DAT	ΓE-Income/Loss	5		139,569.70

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Michael G. Wong Executive Director

Please note: A principal payment to Bank of the James was made in the amount of \$2,109.25 for a total of \$19,029.29 for this fiscal year.

## Housing Choice Voucher Program (HCV) Statement of Revenues, Expenses, and Changes in Fund Equity For the Month of October 2020

	Annual	Monthly	Total	Actual	Budget	Over/(Under)
	Budget	Budget	This Month	To Date	To Date	To Date
Receipts	3		***************************************			70 0010
3300RC Adm-Fraud/Abuse/Set Off De	8,000 00	666.67	0 00	7,244.73	6,666 67	578 06
3300RC HAP-Fraud/Abuse/Set Off De	8,000 00	666.67	0 00	7,244.74	6,666 67	578.07
3300 FSS Fort.	2,000 00	166.67	0.00	0.00	1,666,67	(1,666.67)
3300 Portability Fee Income	0 00	0.00	0 00	0 00	0.00	0.00
3610 Interest-HAP	0 00	0 00	0 00	0 00	0.00	0.00
3610 Interest-Adm	0.00	0.00	0.00	0.00	0 00	0.00
3410 HCV FSS Grant Funds	35,103.00	2,925.25	2,925 25	32,097,14	29 252 50	2,844.64
3410 HCV HAP Payment-Adm Fees	468,331.00	39,027.58	40,946.00	649,193.00	390,275 83	258,917.17
3410 HCV HUD-Held Reserves	0.00	0.00	31,269.00	31,269.00	0.00	31,269.00
3410 HCV HAP Payment-HAP Fees	5,585,682.00	465,473.50	520,868.00	4,924,015.00	4,654,735.00	269,280.00
Total Receipts	6,107,116.00	508,926.33	596,008 25	5,651,063.61	5,089,263 33	561,800,28
Expenses						
Administration	004 400 00					
4110 Adm Salaries	301,462 00	25,121.83	27,909.73	275,072,53	251,218 33	23,854.20
4110 FSS Salaries (grant portion)	35,103,00	2,925 25	2,925,25	29,252.50	29,252,50	0.00
4540 Adm/FSS Benefits	102,024,00	8,502 00	9,565 84	90,841.81	85,020.00	5,821,81
4130 Legal Fees	0 00 2 000 00	0.00	0.00	4,050,30	0 00	4,050,30
4140 Staff Training 4150 Travel	2,000 00	166 67 166 67	198.00	3,733 50	1,666 67	2,066.83
			0.00	4,560.64	1,666.67	2,893.97
4171 Auditing Fees 4190 Sundry/Rent & Utility Adj	6,940 00 44,000 00	578 33 3.666.67	0 00 8,540.96	0 00 78,256.89	5,783,33 36,666,67	(5,783 33)
4190 2 Portability Fees	3 200 00	266 67	115.50	1,215.17	2.666.67	41,590 22 (1,451 50)
4190.4 LL Incentives-CARES Act	0.00	0.00	2,000.00	9,500.00	0.00	9,500.00
Total Administration	496,729,00	41,394,08	51,255.28	496,483 34	413,940.83	82,542.51
, otal / tal (minoration	430,723,00	41,554.00	31,233.20	430,403 34	410,540,55	02,542.51
Utilities						
4310 Water	0 00	0.00	0.00	0.00	0.00	0.00
4320 Electric	3,200.00	266.67	240.96	1,757.27	2,666.67	(909 40)
4330 Gas	1,800.00	150 00	38 20	619.36	1,500,00	(880 64)
4390 Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Total Utilities	5,000.00	416 67	279 16	2,376 63	4,166 67	(1,790 04)
Maintenance						
4420 Maintenance Salaries	0.00	0 00	0:00	0 00	0.00	0.00
4540 Maintenance Benefits	0.00	0.00	0.00	0 00	0.00	0.00
4420 Materials	0.00	0.00	0.00	0.00	0.00	0.00
4430 Contract Costs (Unit Inspections)	0 00	0 00	0.00	0.00	0 00	0.00
Total Maintenance	0 00	0.00	0 00	0.00	0.00	0 00
General	7 107 00	050.00	242.4	# NET 07	0.500.00	10.005.401
4510 Insurance	7,400.00	856 33	619.14	5,757.87	8,563.30	(2,805,43)
4570 Collection Loss	0.00	0.00	0.00	0.00	0.00	0 00
4715 HAP Portability In	0.00			5,757.87	8,563.30	(2,805 43)
Total	7,400,00	856 33	619 14	5,757.67	0,503.30	(2,000 43)
Total Expenses (excluding HAP)	509,129.00	42,667.08	52,153.58	504,617.84	426,670.80	77,947.04
4715 HAP	5,595,682.00	466,306.83	472,991.00	4,743,148.49	4,663,068.33	80,080.16
4715 UAP	0 00	0.00	12,401.00	140,889.00	0 00	140,889.00
4718 FSS Escrow	0 00	0.00	4,967.00	66,282 00	0 00	66,282.00
HAP Total	5,595,682.00	466,306.83	490,359.00	4,950,319.49	4,663,068.33	287,251.16
Total Expenses	6,104,811.00	508,973 91	542,512 58	5,454,937.33	5,089,739.13	365,198.20
TOTAL RECEIPTS TO DATE						5,651,063.61
TOTAL EXPENSES TO DATE						5.454.937.33
TOTAL RECEIPTS LESS TOTAL EX	PENSES TO DAT	E-Net Income/L	oss			196,126.28
						1223
					Adm Funds	183,917.03
					HAP Funds	12,209 25

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT

TO THE BEST OF MY KNOWLEDGE AND BELIEF

Liz Webb, Housing Choice Voucher Mgr

11/10/2020

Date

10/5/2020 HCV Program - HUD-Held Reserve \$514,271 & PHA RNP \$50,161 6/4/2020 Mainstream 5 Vouchers - HUD-Held Reserve \$16,648 & PHA RNP \$75,942

# J. R. "POLLY" LINEWEAVER (JRL) Statement of Revenues, Expenses, and Changes in Fund Equity For the Month of October 2020

	Annual Budget	Monthly Budget	Total This Month	Actual To Date	Budget To Date	Over/(Under) To Date
Receipts:	-	-				
3110 Dwelling Rent	174,758.00	14,563,17	14,465.85	145,734,64	145,631,67	102.97
3410 HAP Funding	262,137.00	21,844.75	21,554.00	214,904.00	218,447.50	(3,543.50)
3410 Service Coord Grant-2019	66,107.00	5,508.92	0.00	7,333.00	55,089.17	(47,756,17)
3410 PBRA-Cares Act Funds	0.00	0.00	0.00	6,660,00	0.00	6,660.00
3690 Other Income-Laundry	3,800.00	316.67	297.01	3,021.01	3,166,67	(145.66)
3690 Other Income-Late fees, worders	12,000.00	1,000.00	41.97	3,606.97	10,000.00	(6,393.03)
Total Receipts	518 802 00	43,233,50	36,358.83	381,259.62	432,335,00	(51,075,38)
Expenses:						
Administration						
4110 Adm Salaries	64,789.00	5,399.08	4,406,40	52,272.64	53,990,83	(1,718.19)
4540 Adm Benefits	20,988.00	1,749.00	1,639,84	17,926,20	17,490,00	436 20
4130 Legal Fees	2,400.00	200.00	0,00	8,473,53	2,000.00	6,473.53
4140 Staff Training	250.00	20.83	0.00	250.00	208 33	41.67
4150 Travel	250.00	20.83	0.00	90.49	208.33	(117.84)
4171 Auditing Fees	1,200,00	100.00	0.00	0.00	1,000,00	(1,000.00)
4190 Sundry	15,000.00	1,250.00	503.03	13,060.35	12,500.00	560.35
Total Administration	104,877.00	8,739.75	6,549.27	92,073.21	87,397.50	4,675,71
Tenant Services:						
4220-40 Service Coord Grant-2019	66,107,00	5,508.92	8,721.39	43,844.00	55,089,17	(11,245.17)
4230 Tenant Services-Other	1,000.00	83.33	0.00	561.87	833,33	(271.46)
Total Tenant Serv.	67,107.00	5,592:25	8,721.39	44,405.87	55,922.50	(11,516.63)
Utilities:						
4310 Water	8,000.00	666,67	657,18	6,947,81	6,666.67	281.14
4320 Electric	70,000.00	5,833.33	3,316.35	48,581.70	58,333.33	(9,751.63)
4390 Sewer	25,000 00	2,083,33	1,925.72	19,954.70	20,833.33	(878.63)
Total Utilities	103,000.00	8,583.33	5,899.25	75,484.21	85,833.33	(10,349.12)
Maintenance:						
4410 Maintenance Salaries	36,711.00	3,059,25	3,974.00	37,941.49	30,592.50	7,348.99
4540 Maintenance Benefits	11,806.00	983.83	593.89	5,970.47	9,838.33	(3,867.86)
4420 Materials	12,000.00	1,000.00	389.76	12,152.22	10,000.00	2,152.22
4430 Contract	55,000.00	4,583.33	5,024.91	28,220.61	45,833.33	(17,612.72)
Total Maintenance	115,517.00	9,626.42	9,982.56	84,284.79	96,264.17	(11,979.38)
General:						
4510 Insurance	10,000.00	833,33	854,11	8.097.09	8,333.33	(236.24)
4570 Collection Loss	2,000.00	166.67	0.00	0.00	1,666.67	(1,666.67)
4580 United Bank/VCC Interest	35,889.00	2,990.75	3,401.16	36,099.55	29,907.50	6,192.05
Total General	47,889.00	3,990.75	4,255.27	44,196.64	39,907.50	4,289.14
TOTAL EXPENSES	438,390.00	36,532.50	35,407.74	340,444.72	365,325.00	(24,880.28)
TOTAL RECEIPTS TO DATE TOTAL EXPENSES TO DATE TOTAL RECEIPTS LESS TOTAL E	XPENSES TO D	OATE-Income/L	_OSS			381,259.62 340,444.72 40,814.90

Lisa Benasher, Lineweaver Manager

I CERTIFY THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Please note: A principal payment to United Bank was made in the amount of \$6,821.65 a total of \$66,982.73 for this fiscal year and a principal payment to Virginia Community Capital in the amount of \$5,375.92 for a total of \$47,643.54 for this fiscal year.

### FRANKLIN HEIGHTS, LLC

Statement of Revenues, Expenses, and Changes in Fund Equity
For the Month of October 2020

	Annual	Monthly	Total	Actual	Budget	Over/(Under)
	Budget	Budget	This Month	To Date	To Date	To Date
Receipts:						
3110 Dwelling Rent	372,890.00	31,074.17	25,559_00	247,438.70	310,741.67	(63,302.97)
3410 HAP Funding	1,088,670.00	90,722.50	96,954.00	989,581.00	907,225.00	82,356,00
3610 Interest Income	800.00	66,67	74.14	756.39	666 67	89.72
3690 Other Income-Late fees, etc.	25,000.00	2,083.33	909.00	14,445.60	20,833.33	(6,387.73)
3410 Other Receipts-CDBG Funds	140,000.00	11,666.67	0.00	146,211.47	116,666,67	29,544.80
Total Receipts	1,627,360.00	135,613.33	123,496.14	1,398,433.16	1,356,133.33	42,299.83
Expenses:						
Administration						
4110 Adm Salaries	224,279.00	18,689.92	11,569,15	148,222.87	186,899.17	(38,676.30)
4540 Adm Benefits	68,684.00	5,723.67	4,819.33	54,798.39	57,236.67	(2,438,28)
4130 Legal Fees	2,500.00	208.33	0.00	382.95	2,083.33	(1,700.38)
4140 Staff Training	1,500.00	125.00	0.00	892.50	1,250,00	(357.50)
4150 Travel	2,500.00	208.33	0.00	1,926.86	2,083.33	(156.47)
4171 Auditing Fees	1,800.00	150.00	0.00	0.00	1,500.00	(1,500.00)
4190 Sundry	25,000.00	2,083.33	872.09	25,126.37	20,833.33	4,293.04
4190 CDBG Down Payment Assistance Program	24,000.00	2,000.00	0.00	4,000.00	20,000.00	(16,000.00)
Total Administration	350,263.00	29,188.58	17,260.57	235,349.94	291,885.83	(56,535.89)
Tenant Services						
4240 Tenant Services-Recreation	1,000.00	83.33	0.00	117.21	833.33	(716.12)
Total Tenant Services	1,000.00	83.33	0.00	117.21	833.33	(716.12)
Utilities						
4310 Water	0.00	0.00	(426.05)	(4.500.04)	0.00	(4.500.04)
4320 Electric	15,000.00	0.00	(436,05)	(1,562.21)	0.00	(1,562,21)
4330 Gas		1,250.00 208.33	428.84	6,258.55	12,500.00	(6,241.45)
4390 Sewer	2,500.00 0.00	0.00	23.69	892.52	2,083,33	(1,190.81)
Total Utilities	17,500.00	1,458.33	(937.12) (920.64)	(4,153.18) 1,435.68	0.00 14,583.33	(4,153.18) (13,147.65)
	17,000.00	1,100.00	(320.04)	1,400.00	14,000.00	(15,147.05)
Maintenance						
4410 Maintenance Salaries	118,222.00	9,851.83	8,423.36	101,021.07	98,518,33	2,502.74
4540 Maintenance Benefits	39,684.00	3,307.00	1,707.60	18,389.21	33,070.00	(14,680,79)
4420 Materials	43,000.00	3,583.33	2,910.84	24,593.00	35,833.33	(11,240.33)
4430 Contract	85,000.00	7,083.33	411.09	23,287.81	70,833.33	(47,545.52)
Total Maintenance	285,906.00	23,825.50	13,452.89	167,291.09	238,255,00	(70,963.91)
General						
4510 Insurance	22,000.00	1,833.33	2,037.58	16,819.72	18,333.33	(1,513.61)
4570 Collection Loss	10,000.00	833.33	0.00	12,142.78	8,333 33	3,809.45
4590 Real Estate Taxes	25,000.00	2,083.33	0.00	0.00	20,833.33	(20,833.33)
4580 Interest Expense-HHR	91,100.00	7,591.67	0.00	91,100.00	75,916.67	15,183.33
4580 Interest Expense-FH	124,625.00	10,385.42	0.00	124,625.00	103,854.17	20,770.83
4580 Interest Expense-FORK(UB)	24,341.00	2,028.42	1,999.22	20,897.91	20,284.17	613.74
4580 Interest Expense-FORK(Seller Fin)	42,104.00	3,508.67	3,434.91	35,603.11	35,086.67	516.44
Total General	339,170.00	28,264.17	7,471.71	301,188.52	282,641.67	18,546.85
TOTAL EXPENSES	993,839.00	82,819.92	37,264.53	705,382.44	828,199.17	(122,816.73)
TOTAL RECEIPTS TO DATE						1,398,433.16

TOTAL EXPENSES TO DATE 705,382.44

693,050.72

TOTAL RECEIPTS LESS TOTAL EXPENSES TO DATE-Net income/Loss

CERTIFY THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

	·			11115150	
Nehemias Velez, FH Manager		_		Date	
Please note P/I payments below:	De	bt Pymts Due Det	ot Pymts YTD Deb	t Pymts Outstanding	
HHR 2006/14 Go Bond Payment		221,100	221,100	0	130000
FH 2009/11 Go Bond Payment		449,625	449,625	0	325000
United Bank-Forkovitch Units		81,511	67,931	13,580	57170
Seller Financed-Forkovitch Family		102,953	85,790	17,163	60849
	Total	855,189	824,446	30,743	

### RESOLUTION DOCUMENTING THE PUBLIC ENGAGEMENT PROCESS AND ACCEPTANCE OF ALL REQUIREMENTS RELATING TO THE MOVING TO WORK DEMONSTRATION PROGRAM

WHEREAS, the Harrisonburg Redevelopment and Housing Authority ("HRHA") applied to the U.S. Department of Housing and Urban Development ("HUD") to participate in the Move to Work Demonstration Program (the "MTW Program");

WHEREAS, per Notice PIH-2018-17, all of the elements of the public process have been met. On September 8, 2020 in advance of developing a MTW Plan, HRHA notified all residents and HCV participants of its intention to participate in the MTW Program and held two (2) resident meetings on September 16, 2020 and September 30, 2020. After these meetings, HRHA, on October 9, 2020, published a notice that a public hearing will be held on the MTW Plan. The draft MTW Plan and all relevant materials were made available for public inspection for more than 30 days before the submission of the application to HUD, on October 16, 2020. On October 21, 2020 HRHA held a public hearing to discuss the MTW Plan and invited public comment on the MTW Plan;

**WHEREAS**, HRHA has met all of the public process requirements of Notice PIH-2018-17, Section 5(A)(i)(c).

WHEREAS, the Board of Commissioners desires to adopt the application and approve the MTW Plan, including without limitation all certifications therein;

WHEREAS, HRHA has been selected to participate in the MTW Program;

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

- 1. HRHA has met all of the public process requirements of Notice PIH-2018-17, Section 5(A)(i)(c).
- 2. The application and MTW Plan, including without limitation all certifications therein, are hereby approved and adopted.
- 3. The Executive Director is authorized to take all necessary actions, including executing any documents, to effectuate the purpose of this Resolution.

Resolved this 18th day of November 2020.

### CERTIFICATE OF VOTES

Record of the roll-call vote by the Harrisonburg Redevelopment and Housing Authority, upon reading on a resolution titled "RESOLUTION DOCUMENTING THE PUBLIC ENGAGEMENT PROCESS AND ACCEPTANCE OF ALL REQUIREMENTS RELATING TO THE MOVING TO WORK DEMONSTRATION PROGRAM" taken at a regular meeting of the Authority held on November 18, 2020:

	AYE	NAY	ABSTAIN	ABSENT
John Hall, Chair				
Costella Forney, Vice Chair				
Scott Gallagher Dany Fleming				
Christine Fasching Maphis				
Kevin Coffman				
Luciano Benjamin				
Dated: November 18, 2020				
(SEAL)				
	Chair	Harrisonhu	rg Redevelopmen	t and
		ng Authority		t and
ATTEST: Secretary				

The undersigned Secretary of the Harrisonburg Redevelopment and Housing Authority hereby certifies that the foregoing is a true, correct, and complete copy of a Resolution adopted by the Authority's commissioners present and voting at a meeting duly called and held on November 18, 2020, in accordance with law, and that such Resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Authority this 18th day of November, 2020.

HARI	RISONBUI	RG REDE	VELOPM	IENT A	ND
HOUS	SING AUT	HORITY			
Ву:					
		Wong, Seci			

### ATTACHMENT 2 Moving to Work Certifications of Compliance

#### CERTIFICATIONS OF COMPLIANCE

### U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBIC AND INDIAN HOUSING

Certifications of Compliance with HUD and Federal Requirements and Regulations:

Board Resolution to Accompany Application to the Moving to Work Demonstration Program

Acting on behalf of the Board of Commissioners of the applicant public housing agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the application to the Moving to Work Demonstration Program for the PHA and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the application and implementation thereof:

- (1) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure at least 75% of families assisted are very low-income as defined in Section 3(b)(2) of the 1937 Act throughout the PHA's participation in the MTW Demonstration Program.
- (2) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in establishing a reasonable rent policy that is designed to encourage employment and self-sufficiency.
- (3) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to assist substantially the same total number of eligible low-income families as would have been served absent MTW throughout the PHA's participation in the MTW Demonstration Program.
- (4) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to maintain a comparable mix of families (by family size) as would have been provided had the funds not been used under the MTW Demonstration Program throughout the PHA's participation in the MTW Demonstration Program.
- (5) The PHA will adhere to HUD guidance in the MTW Operations Notice or successor notice in continuing to ensure housing assisted under the MTW Demonstration Program meets housing quality standards established or approved by the Secretary throughout the PHA's participation in the MTW Demonstration Program.
- (6) The PHA published a notice that a hearing would be held, that the application and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the application by the Board of Commissioners, and that the PHA conducted a public hearing to discuss the application and invited public comment.
- (7) The PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the application by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the application.
- (8) The PHA certifies that the Board of Commissioners has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (9) The PHA must certify that it will carry out its application in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d-200d-4), the Fair Housing Act (42 USC 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and title II of the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), regulations implementing these authorities, and other applicable Federal, State, and local civil rights law and that it will affirmatively further fair housing, which means that

it will take meaningful actions to further the goals identified by the Assessment of Fair Housing conducted in accordance with the requirements of 24 CFR 5.150-5.180 and 903.15, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o)(3) and 903.15(d). Until such time as the PHA is required to submit an AFH, and that AFH has been accepted by HUD, the PHA will address impediments to fair housing choice identified in the Analysis of Impediments to fair housing choice associated with any applicable Consolidated or Annual Action Plan under 24 CFR part 91 the PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions. The PHA will carry out its plan in conformity with HUD's Equal Access Rule at 24 CFR 5.105(a)(2).

- (10) The application is consistent with the applicable Comprehensive Plan (or any plan incorporating such provisions of the Comprehensive Plan) for the jurisdiction in which the PHA is located.
- (11) The application contains a certification by the appropriate State or local officials that the application is consistent with the applicable Consolidated Plan, which incorporates a fair housing strategy that reflects the jurisdiction's Assessment of Fair Housing or Analysis of Impediments to Fair Housing Choice, as applicable, and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
- (12) The PHA affirmatively furthers fair housing. A PHA shall be considered in compliance with the certification requirements of 24 CFR 903.7(o)(1)-(3) and 903.15(d) if it: (1) Examines its programs or proposed programs; (ii) Identifies fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; (iii) Specifies actions and strategies designed to address contributing factors, related fair housing issues and goals in the applicable Assessment of Fair Housing (AFH) consistent with 24 CFR 5.154, in a reasonable manner in view of the resources available; (iv) Works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) Operates programs in a manner consistent consolidated plan under 24 CFR Part 91, and with any order or agreement, to comply with the authorities, specified in paragraph (o)(1) of this section; (vi) Complies with any contribution or consultation requirement with respect to any applicable Analysis of Fair Housing, in accordance with 24 CFR 5.150-5.180; (vii) Maintains records reflecting these analyses, actions, and the results of these actions; and (viii) Takes steps acceptable to HUD to remedy known fair housing and civil rights violations. PHAs that are not yet required to submit an AFH shall adhere to the requirements under 24 CFR 903.7(o) in effect prior to August 17, 2015.
- (13) The PHA complies with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- (14) The PHA complies with the Architectural Barriers Act of 1968 and its implementing regulations at 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (15) The PHA complies with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
- (16) The PHA complies with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (17) The PHA complies with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- (18) The PHA complies with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (19) The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (20) The PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (21) With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (22) The PHA will keep records in accordance with 2 CFR 200.333-200.337 and facilitate an effective audit to determine

compliance with program requirements.					
(23) The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.					
(24) The PHA will comply with the requirements of the Uniform Admi Requirements for Federal Rewards at 2 CFR Part 200.	inistrative Requirements, Cost Principles, and Audit				
(25) The application and all attachments are available at the primary locations identified by the PHA in its Plan and will continue to be the PHA.					
Harrisonburg Redevelopment & Housing Authority	VA-014				
PHA NAME	PHA NUMBER/HA CODE				
herewith, is true and accurate. Warning: HUD will prosecute fals criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U Michael G Wong					
NAME OF AUTHORIZED OFFICIAL*	TITLE				
SIGNATURE	DATE				

# DP APARTMENTS, LP ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTEREST AND SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP

This Assignment and Assumption of Partnership Interest and Second Amendment to Amended and Restated Agreement of Limited Partnership (this "Agreement") is made as of November \_\_\_\_, 2020 (the "Effective Date"), by and among LMC DELMONT, LLC, a Virginia limited liability company (the "Assignee"), SHENANDOAH HOUSING CORPORATION, a Virginia non-stock corporation (the "Assignor"), and LM DELMONT INVESTOR, LLC, a Virginia limited liability company (in its capacity as the "Limited Partner" and "Special Limited Partner").

#### Recitals

- A. Reference is made to that certain Amended and Restated Agreement of Limited Partnership of DP Apartments, LP, a Virginia limited partnership (the "Partnership"), dated as of December 1, 2006, as amended by that Assignment and Assumption of Partnership Interest and First Amendment to Amended and Restated Agreement of Limited Partnership dated as of July 14, 2020 (collectively, the "Partnership Agreement").
- B. The Partnership currently owns and operates the Apartment Complex as a low-income housing project.
- C. Under the terms and conditions set forth in this Agreement, as evidenced by their execution of this Agreement, the undersigned Consent to or acknowledge, as applicable: (i) the withdrawal of the Assignor from the Partnership and the assignment of it Interest to the Assignee; and (ii) the amendment or modification of certain other provisions of the Partnership Agreement.
- D. Under the terms hereof, the Assignor assigns to the Assignee its Interest in exchange for the Purchase Price (as defined below), and the Assignee shall assume such Interest.

Now therefore, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

### Agreement

- 1. <u>Capitalized Terms</u>. Capitalized terms used and not defined herein have the meanings ascribed to them in the Partnership Agreement. The Recitals set forth herein are true and correct in all material respects and are incorporated herein by reference.
- 2. <u>Assignment of Interest</u>. From and after the Effective Date, Assignor irrevocably and unconditionally assigns, transfers and conveys to the Assignee all of its right, title and interest in and to its Interest including, without limitation: (a) all of its right in the profits, losses, credits, and distributions of the Partnership; (b) its capital accounts; (c) its right to repayment of any loans or advances made by it to the Partnership; and (d) all of its rights and claims now existing or hereafter arising to (i) all fees and payments due under the Partnership Agreement or any other agreement affecting the Partnership or its property (except as required to be paid pursuant to this

Agreement), and (ii) all other benefits, rights and claims of any kind whatsoever under the Partnership Agreement, or any other agreement affecting the Partnership or its property. The Assignee agrees, as of the Effective Date, to accept such assignment.

- 3. Withdrawal of the Assignor: Consent. Pursuant to Sections 6.01 and 6.02 of the Partnership Agreement, as of the Effective Date: (a) as evidenced by its signature on the execution page hereof, the Assignee, as sole remaining general partner of the Partnership Consents to the withdrawal of the Assignor as a partner and the transfer of its Interest in the Partnership to the Assignee; (b) the Assignor hereby withdraws from the Partnership; and (c) the Assignee will hold an aggregate 0.009% Interest.
- 4. <u>Purchase Price</u>. As consideration for the transfer by the Assignor to the Assignee of its Interest, the Assignee shall, simultaneously with the execution of this Agreement, pay the Assignor an amount equal to \$302,940.00 (the "<u>Purchase Price</u>").
- 5. Representations and Warranties of the Assignor. Assignor represents and warrants that, as of the Effective Date: (a) it has good and marketable title to its Interest; (b) there are no liens, charges, security interests or encumbrances of any nature whatsoever affecting any portion of its Interest; and (c) it has all requisite power and authority to enter into and perform its obligations under this Agreement. The foregoing representations and warranties shall survive the assignment of the Interest to the Assignee, and the Assignor shall warrant and defend the same unto the Assignee, its successors and assigns, against the lawful claims and demands of all persons. The Assignee acknowledges and agrees that, except for the foregoing representations, neither the Assignor nor any affiliate of the Assignor has made any representation or warranty with respect to the Interest or any matter related thereto, including the Partnership, the Partnership Agreement or the Partnership's property, and that the Assignee is acquiring the Interest on an "AS IS, WHERE IS" basis.

### 6. Representations and Warranties of the Assignee.

- A. With respect to (i) any holder of a lien on the fee interest in the property improved by the Apartment Complex or (ii) the Agency, the Assignee represents and warrants that it has obtained any and all required consents to consummate the transfer of the Interest and the assumption by the Assignee of all rights, duties and obligations of the Assignor under the Partnership Agreement. The Assignee further represents and warrants that it has all requisite power and authority to enter into and perform its obligations under the Partnership Agreement. The Assignee shall indemnify and hold the Assignor harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees and consultants' fees, resulting from the failure by the Assignee to have obtained any such consent.
- B. None of (i) the Assignee; (ii) any affiliate of the Assignee; (iii) any person controlled by the Assignee; (iv) any person who owns a controlling interest in or otherwise controls the Assignee; (v) any person otherwise having a direct or indirect beneficial interest (other than with respect to an interest in a publicly traded entity) in the Assignee or (vi) any person for whom the Assignee is acting as agent or nominee in connection with this investment, is a country, territory, person, organization or entity named on an OFAC List (as defined below) or a prohibited country, territory, person, organization or entity under any economic sanctions program administered or maintained by OFAC (as defined below). The Assignee will maintain in effect and enforce policies and procedures designed to ensure compliance by the Assignee, its

subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws (as defined below) and applicable Sanctions (as defined below). As used herein, (i) "OFAC List" means any list of prohibited countries, individuals, organizations and entities that is administered or maintained by OFAC, including: (a) Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), any related enabling legislation or any other similar executive orders, (b) the List of Specially Designated Nationals and Blocked Persons maintained by OFAC, and/or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation or (c) a "Designated National" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; (ii) "OFAC" means the U.S. Department of the Treasury's Office of Foreign Assets Control; (iii) "Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Assignee and its affiliated companies from time to time concerning or relating to bribery or corruption and (iv) "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by OFAC or the U.S. Department of State.

- C. The foregoing representations, warranties and indemnity shall survive the assignment of the Interest by the Assignor to the Assignee.
- 7. Transfer Tax. To the extent that any local and/or state governmental authority in the Commonwealth of Virginia imposes or enforces a tax in connection with the transfer of the Interest (e.g., a tax on the consideration paid, or the fair market value of the Partnership Interest or the value of any controlling interest transferred, as determined by such government authority), then the Assignee shall promptly pay such tax and any costs related thereto. The Assignee, for itself and its successors and assigns, shall indemnify and hold the Assignor harmless from and against all costs and liabilities arising out of the assessment of any tax or the Assignee's failure to pay any such transfer tax if and when due. This foregoing indemnity shall survive the assignment of the Interest by the Assignor to the Assignee.
- 8. <u>Amendment</u>. This Agreement shall also constitute an amendment to the Partnership Agreement. Each reference to the Assignor in the Partnership Agreement shall be replaced with the name of the Assignee. In addition, the names, addresses and percentage interests of the General Partners as set forth in Sections 5.01(a) and 16.08(b) are amended as follows:

Section 5.01(a)

General Partner

0.009%

LMC Delmont, LLC c/o Landmark Property Services, Inc. 4901 Dickens Road, Suite 119 Richmond, Virginia 23230 Attention: M. Pinson Neal, III

Section 16.08(g)

To the General Partner:

LMC Delmont, LLC

c/o Landmark Property Services, Inc. 4901 Dickens Road, Suite 119 Richmond, Virginia 23230 Attention: M. Pinson Neal, III

with a copy to:

Williams Mullen 200 South 10th Street Richmond, VA 23219 Attention: Allison Domson

### 9. Miscellaneous.

- A. Governing Law and Venue. This Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the law of the Commonwealth of Virginia.
- B. *Construction*. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
- C. Headings and Pronouns. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural as the identity of the person or persons may require.
- D. Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- E. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- F. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- G. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- H. Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third parties, including any creditor, except as required by the law.

- I. Integrated Agreement. This Agreement, the Compliance Agreement and the Compliance Guaranty constitute the entire agreement among the parties with respect to the subject matter hereof. There are no other agreements, understandings, or undertakings which modify or supplement this Agreement.
- J. Recitals. The Recitals to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- K. Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all of the parties hereto. Any counterpart of this Agreement that has attached to it separate signature pages that together contain the signatures of all parties hereto or is executed by an attorney-in-fact on behalf of some or all of the parties hereto, shall for all purposes be deemed a fully executed instrument. This Agreement may be executed as facsimile or .pdf originals, and each copy of this Agreement bearing the facsimile or .pdf transmitted signature of any party's authorized representative shall be deemed to be an original.
  - L. Time is of the Essence. Time is of the essence of all provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ASSIGNEE:	LMC DELMONT, LLC, a Virginia limited liability company
	By: Name: M. Pinson Neal, III Title: Manager
ASSIGNOR:	SHENANDOAH HOUSING CORPORATION, a Virginia nonstock corporation  By:  Name:  Title:  Title:
SPECIAL/LIMITED PARTNER:	LM DELMONT INVESTOR, LLC. a Virginia limited liability company  By:
43738417 1	Name: M. Pinson Neal, III Title: Manager

[Signature page to Assignment and Assumption of Partnership Interest and Second Amendment to Agreement of Limited Partnership]

### Delinquent Rents and Charges for Write-Off in 2020 Resolution #

Franklin Heights, LLC				
Ahles, Tracie	XXX-XX-8273		\$	2,292.60
Davis, Felicia	XXX-XX-0867		\$	2,494.49
Guzman, Darwin	XXX-XX-9564		\$	2,292.83
Holloway, Jennifer	XXX-XX-5986		\$	1,191.00
Johnson, Rebecca	XXX-XX-1052		\$	1,964.45
Lam, Jonathan	XXX-XX-4469		\$	180.26
Lampiter-Picht, Lynn	XXX-XX-3020		\$	3,139.70
Roach, Barbara	XXX-XX-7851		\$	1,442.50
Rodriguez, Eric	XXX-XX-4399		\$	128.25
Shiflett, Beverly	XXX-XX-1614		\$	1,586.75
Vellon Resto, Vanessa	XXX-XX-0437		\$	1,741.78
Vincent, Barry	XXX-XX-1239		\$	1,303.72
Weldon, Alova	XXX-XX-8956		\$	237.89
Wilson, Colton	XXX-XX-5054		\$	104.00
		Sub-total	\$	20,100.22
JR "Polly" Lineweaver	Anartmente			
Booth, Joyce	XXX-XX-4531		\$	2,534.63
Brooke, Joanita	XXX-XX-1823		\$	158.96
Decena Montero, Luis	XXX-XX-5619		\$	49.16
Foltz, Betty	XXX-XX-5665		\$	174.25
Gentry, Ruth	XXX-XX-7945		\$	1,268.06
McDaniel, Erin	XXX-XX-5581		\$	204.80
Redman, Angela	XXX-XX-6336		\$	1,041.41
Rodgers, Thomas	XXX-XX-7991		\$	614.28
Smith, Vincent	XXX-XX-2504		\$	1,244.43
Omitin, whoch	////-///-2004	Sub-total	\$	7,289.98
Lineweaver Annex Apa				4 050 0T
Hahn, Karen	XXX-XX-0084		\$	1,059.97
Ketterman, Kathryn	XXX-XX-8448		\$	485.96
Mouner, Paul	XXX-XX-8185		S	612.09
Nieswander, Christopher	XXX-XX-5097		\$	711.40
Porter, Neilunia	XXX-XX-1908		\$	872.40
Shank, Craig	XXX-XX-7732		\$	1,313.50
Snyder, David	XXX-XX-9963		\$	304.70
		Sub-total	\$	5,360.02
Commerce Village, LLO	<u>c</u>			
Edmond, Michael	XXX-XX-7654		\$	2,264.00
Field, Tabetha	XXX-XX-1339		\$	967.05
Hennings, Dante	XXX-XX-2715		\$	901.75
Hill, Wayne	XXX-XX-3010		\$	2,601.00
Marshall, Jerry	XXX-XX-8967		\$ \$ \$	1,545.00
Murray, Solomon	XXX-XX-4166		\$	240.00
Perla, Jose	XXX-XX-0841		\$	803.00
Sorrells, Philip	XXX-XX-0553			\$1,802
		Sub-total	\$	11,123.80
		Total	\$	43,874.02

### **Attachment A-2020**

Request a motion to **stop** the **Collection Process**, on the following person(s) from Franklin Heights, LLC, Lineweaver Apartments, JR "Polly" Lineweaver Apartments, Commerce Village, LLC and Local Community Development for the reasons stated:

Bankruptcies: Morris, Clayton	XXX-XX-7390	Morris, Amanda XXX-XX-7081	\$218.00 HCV
Deceased:			
King, Jacob	XXX-XX-3717		\$405.76 LW
Below \$5 Limit:			
Garcia, Michelle	XXX-XX-3897		\$2.74 PH
Whetzel, Frankie	XXX-XX-2594		\$3.00 FH
Balance below \$35 after ac	im fee		
Conn, Linda	XXX-XX-4377		\$20.50 FH
Dove, Tina	XXX-XX-1722		\$ .53 HCV
Huffman, Jenna	XXX-XX-8228		\$32.65 FH
Scensy, Rosemarie	XXX-XX-5191		\$4.10 HCV
Veney, Barbara	XXX-XX-0707		\$4.22 FH

Total \$691.50

### Attachment B-2020

Request a motion to write-off the balance due to Local Community Development program for the expenses incurred during the Harrisonburg Children's Museum renovation. The amount due is \$43,286.78. This amount is listed in the Local Community Development accounts receivable and Harrisonburg Children's Museum account payable account.

A/R - A&N BU	ILDING/15	O S MAIN/CHILDREN'S MUSEL		
FEES DUE TO I			We .	
DATE (	CHECK#	VENDOR	DUROSE	****
11/19/2007		COH	PUPOSE RE Taxes	AMOUNT 63.450.71
11/30/2007		Dooley & Vicars	Audit	\$2,459.71
12/20/2007		•	Electric	\$712.09
1/22/2008			Electric	\$483.81 \$279.21
1/29/2008		J&D Landscape	Clear off sidewalks	\$279.21
1/31/2008		Suntrust	bank fees	\$11.02
1/31/2008 J		Housing Authority Ins Svcs.	Insurance	\$7,617.00
2/19/2008	6126	*).	Electric	\$279.18
3/24/2008		k	Electric	\$300.18
4/15/2008			Water/Sewer	\$32.38
4/24/2008			Electric	\$249.41
5/20/2008	6225		RE Taxes	\$2,459.71
5/20/2008	6227		Electric	\$215.00
6/17/2008	6261		Electric	\$215.50
8/28/2008		Treasurer of VA	SCC Registration	\$50.00
11/17/2008			RE Taxes	\$3,265.36
12/11/2008		Dooley & Vicars	Audit	\$1,000.00
12/11/2008		HA Risk Retention Group	Insurance	\$1,500.00
12/11/2008		Housing Authority Ins Svcs.	Insurance	\$2,687.00
1/20/2009	6873	12	Electric	\$125.99
2/19/2009	7058	HEC	Electric	\$109.93
3/24/2009	7243	HEC	Electric	\$109.93
4/21/2009	7387	HEC	Electric	\$112:75
5/14/2009	7493	СОН	RE Taxes	\$3,265.35
5/21/2009	7530	HEC	Electric	\$98.57
6/23/2009	7695	HEC	Electric	\$98.57
7/22/2009	7824	HEC	Electric	\$100.36
8/24/2009	7971	HEC	Electric	\$100.36
8/27/2009	7997	Litten & Sipe	Legal fees	\$147.50
9/8/2009	8041	Treasurer of VA	SCC Registration	\$50.00
9/24/2009	9134	HEC	Electric	\$114.78
10/22/2009	8242	HEC	Electric	\$100.36
10/29/2009	8284	Dooley & Vicars	Audit	\$1,000.00
11/12/2009	8328	СОН	RE Taxes	\$3,623.19
11/23/2009	8402	HEC	Electric	\$95.18
11/23/2009	8403	HA Risk Retention Group	Insurance	\$1,500.00
11/23/2009	8404	Housing Authority Ins Svcs.	Insurance	\$3,122.00
12/22/2009	8541		Electric	\$95.19
1/20/2010	8707		Electric	\$122,29
2/18/2010	8854	Litten & Sipe	Legal fees	\$1,917.50
2/25/2010	8886	HEC	Electric	\$162.94
3/31/2010	7330	HA Risk Retention Group	Insurance-Refund	-\$2,536.00
3/31/2010	38375	Housing Authority Ins Svcs.	Insurance-Refund	-\$1,014.00

8/26/2010	9418 Treasurer of VA	SCC Registration	\$50.00
10/25/2010	9572 Litten & Sipe	Legal fees	\$147.50
11/4/2010	9593 Dooley & Vicars	Audit	\$1,000.00
8/30/2011	10380 Dooley & Vicars	Audit	\$1,000.00
3/1/2012	10886 Litten & Sipe	Legal fees	\$147.50
3/1/2012	10889 Treasurer of VA	SCC Registration	\$50.00
3/14/2013	11978 Treasurer of VA	SCC Registration	\$50.00
3/14/2013	11974 Litten & Sipe	Legal fees	\$147.50
3/13/2014	12883 Litten & Sipe	Legal fees	\$147.50
3/13/2014	12887 Treasurer of VA	SCC Registration	\$50.00
3/18/2015	30385 Litten & Sipe	Legal fees	\$160.00
4/9/2015	13665 Treasurer of VA	SCC Registration	\$50.00
12/31/2015	2419 Dooley & Vicars	Audit	\$500.00
3/22/2016	13879 Treasurer of VA	SCC Registration	\$50.00
3/31/2016	31173 Litten & Sipe	Legal fees	\$160.00
10/19/2016	3531 Dooley & Vicars	Audit	\$300.00
3/7/2017	4913 Treasurer of VA	SCC Registration	\$50.00
11/7/2017	7544 Dooley & Vicars	Audit	\$300.00
2/28/2018	8713 Litten & Sipe	Legal fees	\$160.00
2/28/2018	8725 Treasurer of VA	SCC Registration	\$50.00
2/28/2019	12266 Treasurer of VA	SCC Registration	\$50.00
12/10/2019	33881 Dooley & Vicars	2018 Audit	\$400.00
3/12/2020	14929 Treasurer of VA	SCC Registration	\$50.00
		TOTAL	\$41,595.10
983 .5.		LATE FEE	1691.68
- F	75	GL BALANCE	\$43,286.78

	-				\$1,069.28							1,661.01		534.98		419.98				_				_		_	11,211.30		\$850.00	515.746.55
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		\$53.93	\$338 45	\$338.45	5338.45			240.00	240.00	379 00	359.00	443.01	205 98	329 00	49 99	369.99		;	465.40	423 00	358.20	885.00	7,599.00	358 20	448.00	318.00	356 50		\$850.00	
	Date Acquired Cost	1/24/1994	6/26/2003	6/26/2003	6/26/2003			10/1/1993 \$	5 6661/1/01	7/7/2004 \$	3/31/1998 \$	8/24/2006 \$	8/15/2014 \$	2 8102/52/01	1/6/2006 \$	\$ 6102/22/01			11/11/2008 5	1/25/2012 \$	1/10/2008 \$	1/20/2012 \$	6/9/2009 \$	1/10/2008 \$	2/10/2009 \$	2/20/2011 \$	5 6002/01/21		6/15/2020	
	Date A			933								_	~	)(					p-d						11	17	12		Ū	
	Serial		16777667	LF777670	11777667			SG114915N	SG115826N	LG9464B	LH731860	VHB09477	R25GA2J37VA	GG7AV13YGJF8K		88391972488700063680786777			BA83731727	9A13B366	BA74571635	55115	0803/811	BA80005062	BA94103443	VF14038408	VF92959291		PFITHBWS	
	Model		HT515BBMRWW	H151588MRWW	HTS15BBMRWW			JASOZHIAD	JASO2R1AD	HTS1588MFRWW	HTR16ABSELCC	HTR16ABSARCC	SM-1230NU	MR7G2LU/A		XLPRO WINDOWS			FRT17L3FW7	FFHF1713LWS	FRT17L3FW1	3125	927723A	FRII7L3FWI	FRT17HB3JW3	FFEF30111WD	FEF317MSA		20NF0018US	
	Make		35	Gf	GE		-1	GENERAL ELECTRIC	GENERAL ELECTRIC	HOTPOINT	HOTPOINT	HOTPOINT	SAMSUNG GALAXY 4	APPLE	1.1	ADOBE ACROBAT		;	Frigidaire	Frigidaire	Frigidaire	NEXTINK	HUSTLER	Frig darre	Frigidaire	Frigidaire	Frigidaire		LICNOVO-ES95	
	r Location	250 W	JRI # 307	JRL # 305	MAINT SHOP			LW # 022	LW# 019	LW # 318	LW# 225	LW # 116	JOEL REBULLOSA	TIM SMITH	HAHA INVENTORY	LAURA HRHA				631-D F GAY	A15 KELLY	CVO MGR	MAINT DEPT	410 KELLEY	442 MYRTLE	610 C F Gay	442 MYRTLE		HQS INSPECTOR	
	Project Number Location					77.	S/HMIS								HMIS	ows HMIS			E E	FORK	CF07		CF02	CF07	F84	FORK	Ŧ			
rite-Offs	Inventory N. Description	MENTS 187 DHONE DECK		335 REFRIGERATOR	336 REFRIGERATOR		LOCAL COMMUNITY DEVELOPMENT/LINEWEAVER ANNEX APARTMENTS/HMIS	G FLR*73 RANGE	G FLR"70 RANGE	151 REFRIGERATOR	34 REFRIGERATOR	181 REFRIGERATOR	405 TABLET, 7" W/ CASE	430 iPAD 97	5007 CART COMPUTER	5052 ADOB! ACROBAT XI PRO W NDOWS			854 REFRIGERATOR	1046 REFRIGERATOR	813 REFRIGERATOR	1039 COMPUTER, DESKTOP	878 MOWER 54 DECK	815 REFRIGERATOR	919 REFRIGERATOR	1030 RANGE	891 RANGE HANDICAP	DOGBAM	149 LAPTOP	
2020 Equipment/Inventory Write-Offs	Program Account Number	JR POLLY LINEWEAVER APARTMENTS	200 1465 11 000	200 1465 11 000	200 1465 11 000		MMUNITY DEVELOP	500:1465 10:002	500 1465 10:002	500.1465.11 002	500 1465 11 002	500,1465,11 002	500.1475.10.000	UNDER \$5000-0FC	HIMIS	HMis		HEIGHTS	FRK 1465 11 000	FRK 1465 11 000	FRK.1465 11 000	UNDER \$5000-OFC	FRK 1475 20 000	FRK 1465-11.000	FRK.1465.11 000	FRK 1465 10 000	FRK 1465 10 000	MARROOM BRANCH STOUR STOURS	UNDER \$5000-01C	
2020 Equi	Program	JR POLLY I	J. J.	¥ 0	18		LOCAL CO	TCD/LW	LCD/LW	W1/021	MT/CD/FM	uco/w	97	000		9 0	)	FRANKLIN HEIGHTS	H	I	Ŧ	=	-	E	. I	-	Ĭ	(	HOUSING	

# RESOLUTION AUTHORIZING MEMBERS OF THE BOARD OF COMMISSIONERS TO REMOTELY PARTICIPATE IN A MEETING THROUGH ELECTRONIC COMMUNICATION MEANS

WHEREAS, 2.2-3700 et seq., authorizes public bodies to conduct any meeting wherein public business is discussed or transacted through electronic communication means under defined and limited circumstances;

WHEREAS, Va. Code § 2.2-3708.2 authorizes remote participation through electronic communication means only if the public body adopts a written policy allowing for and governing participation of its members by electronic communication means;

WHEREAS, the Board of Commissioners of the Harrisonburg Redevelopment and Housing Authority desires to allow its board members to participate remotely by electronic communication means under the provisions of the Virginia Code; and

WHEREAS, the Board believes it is in the best interest of the Harrisonburg Redevelopment and Housing Authority to adopt such a written policy;

### NOW, THEREFORE, BE IT RESOLVED BY THE HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY THAT:

- 1. Board of Commissioners hereby adopts the following written policy to allow for and govern remote participation by members in any meeting and members are hereby approved to participate in a meeting of the Board through electronic communication means, such as telephone or video participation, from a remote location as provided in Code of Virginia § 2.2-3708.2, subject to the following requirements:
  - a. A member wishing to participate from a remote location in a meeting of the Board shall notify the Chair or Vice-Chair on or before the date of a meeting that the member is unable to attend the meeting due to: (i) a temporary or permanent disability or other medical condition that prevents the member's physical attendance or (ii) a personal matter, provided that the member identifies with specificity the nature of the personal matter.
  - b. The Board shall record in its minutes the remote location from which the absent member participated, but the remote location need not be open to the public, as well as the specific nature of the personal matter or that the member participated in the meeting due to a medical condition or disability.
  - c. If the absent member's remote participation would violate this policy, such remote participation shall be disapproved and the absent member shall not be allowed to participate remotely. The reason for such disapproval shall be recorded in the Board's meeting minutes.
  - d. Participation in a meeting through electronic communication means due to a personal matter shall be limited, for each member and in each calendar year, to

two meetings of the Board.

- e. A quorum of Board members must be physically assembled at the primary or central meeting location, unless otherwise provided by law.
- f. Arrangements shall be made, to the maximum extent practicable, for the voice of the absent member to be heard, either directly or indirectly, by all persons in attendance at the primary or central meeting location.
- 2. The provisions of Va. Code § 2.2-3708.2 and all subsequent revisions and amendments thereto are hereby incorporated into this policy *mutatis mutandis* as if set forth fully herein.
- 3. The Executive Director is hereby authorized to take any other actions that are reasonable and necessary to effectuate the terms of the Policy or this Resolution.
  - 4. This Resolution shall take effect immediately upon its adoption.

Resolved this 18th day of November 2020.

#### CERTIFICATE OF VOTES

Record of the roll-call vote by the Harrisonburg Redevelopment and Housing Authority, upon reading on a resolution titled "RESOLUTION AUTHORIZING MEMBERS OF THE BOARD OF COMMISSIONERS TO REMOTELY PARTICIPATE IN A MEETING THROUGH ELECTRONIC COMMUNICATION MEANS" taken at a regular meeting of the Authority held on November 18, 2020:

AYE	NAY	ABSTAIN	ABSENT
Chair	, Harrisonbu	rg Redevelopmen	t and
Housi	ing Authority	1	
	Chair	Chair, Harrisonbu	Chair, Harrisonburg Redevelopmen Housing Authority

The undersigned Secretary of the Harrisonburg Redevelopment and Housing Authority hereby certifies that the foregoing is a true, correct, and complete copy of a Resolution adopted by the Authority's commissioners present and voting at a meeting duly called and held on November 18, 2020, in accordance with law, and that such Resolution has not been repealed, revoked, rescinded, or amended, but is in full force and effect as of the date hereof.

WITNESS my hand and the seal of the Authority this 18th day of November, 2020.

HARRISONBURG REDEVELOPMENT AND HOUSING AUTHORITY	D
By: Michael G. Wong, Secretary	

# HOUSING CHOICE VOUCHER PROGRAM MANAGEMENT REPORT FOR 11/18/20 BOARD MEETING SUMMARY OF OCTOBER 2020

### 1. HCV Waiting List (as of 10/31/20)

	1 BR	2 BR	3 BR	4BR	5+ BR	Total
Applications by Unit Size	740	1207	925	305	62	3,239
New Applicants This Month	43	57	32	13	4	149

4% increase from last month 11% decrease from last month

2. Voucher Utilization (as of 10/31/20)

	FUP	NED	TP	HCV	PBV Franklin Heights	PBV VASH Commerce Village	MS5	Total	Percent
MANDATED TOTAL	50	170	8	486	129	15	98*	956	100.0
Leased	35 70%	143 84%	8 100%	437 90%	121 94%	15 100%	46 47%	805	84.2
Commerce Village		2		11		15	2	30	
Franklin Heights					121			121	
Lineweaver Annex		24		21			8	53	
<ul> <li>Private</li> </ul>	34	117	8	403			35	597	
<ul> <li>Portability Billing</li> </ul>	1			2			1	4	
Searching	5	22	0	20	- 5	-	45	92	9.6
Available	10	5	0	29	8	0	7	59	6.2

<sup>\* 23</sup> new MS5 vouchers, included in total

3. Currently Searching Voucher Details (as of 10/31/20)

Voucher Size	# Households	Average Days Searching
1	65	156
2	16	111
3	9	67
4	2	93

4. Household Certifications & Voucher Updates

	March	April	May	June	July	Aug	Sept	Oct
Voucher Updates								
• Issued	8	8	14	33	18	16	8	17
Extended	2	5	3	10	15	16	24	35
Expired	0	0	1	0	2	14	2	2
Rent Increases (excludes FH)	23	16	23	23	27	27	22	19
Unit Changes	1	0	5	0	5	3	3	6
New Admissions	7	0	3	9	6	7	6	10
Port In	0	0	2	2	1	2	0	1
Interims	70	102	66	31	78	62	69	48
Decrease	40	72	54	22	23	20	31	17
Increase	21	23	3		46	27	29	18
HH Change/Other	9	7	9	9	9	15	9	13
Annuals	56	57	56	70	67	68	67	51
Terminations	10	3	4	8	3	4	7	5
Gave up voucher	3		2	5	1	3	3	1
Deceased	1		2	1	1	1	2	1
6 months full rent	1						0	1
Other	5	3		2	1		2	2

### HCV PROGRAM MANAGEMENT REPORT PAGE 2

### 5. Voucher Caseload (housed 10/31)

• Jon Myers 257; Kim Ferley 242; Kristin Derflinger 265; Sandra Lowther 30 (Total: 794)

6. PIC Submission: 100%

7. HAP Expenditures

	March	April	May	June	July	August	Oct
Total HAP Expenditures*	474,305	490,169	512,062	517,782	510,607	502,831	491608
Leased Vouchers (month end)**	812	804	800	802	802	806	798
Average Per Unit Cost (\$)	584.12	609.66	640.08	645.61	636.67	623.86	616.05

<sup>\*</sup> Includes mainstream vouchers

Landlords using Assistance Connect Portal: 41 (as of 11/13/20)

I certify that the forgoing information is true and correct to the best of my knowledge and belief.

Chipal Well
Elizabeth Webb, HCV Manager

November 13, 2020

Date

<sup>\*\*</sup> Mainstream vouchers are counted at the first of the month

### JR "Polly" Lineweaver Program Management Report Month of October 2020

**Applications** 

	Efficiency	One bedroom
<b>Currently On Waiting List</b>	0	13
New Applications Taken	0	13

### Marketing

	Efficiency	One bedroom	Total
# of units vacant	3	1	4
# of Tenants who moved in	0	0	0
# of Tenants who moved out	1	0	I
# of Tenants who transferred	0	0	0
# of Legal Notices	0	0	0
# of Unlawful Detainers	0	0	0

Occupancy

11	# of minorities	18%
36	# of disabled tenants	59%
56	# of elderly tenants	44%
Total N	umber of Units Leased: 5	7

### **Tenant Accounts Receivable**

Accounts Receivable at end of Month	\$27,378.49		***************************************
Delinquent Accounts By Age	30 1	60 2	>60 1
Security Deposits Held	\$13,589.73		
Pet Deposits Held	\$1,900.00		-000
Rent Billed	\$14,661.86		
Rent Collected	\$13,607.99		

Number of Inspections	Ō
Management	
Q	ms experienced during the month:

I certify that the forgoing information is true and correct to the best of my knowledge and belief.

Lisa Benasher, Lineweaver Property Manager

Date

### Lineweaver Annex Program Management Report... Month of October 2020

**Applications** 

Currently On Waiting List	100
New Applications Taken	1

Marketing

# of units vacant	2
# of Tenants who moved in	0
# of Tenants who moved out	0
# of Tenants who transferred	0
# of Legal Notices	0
# of Unlawful Detainers	0

Occupancy

# of disabled tenants	43%
# of elderly tenants	55%

Tenant Accounts Receivable

Accounts Receivable at end of Month	\$32,376.34		
Delinquent Accounts By Age	30 2	60 3	>60 3
Security Deposits Held	\$28,899.76		<u>I</u>
Pet Deposits Held	\$1,200.00		
Rent Billed	\$16,748.00		
Rent Collected	\$16,650.48		

<b>Number of Inspections</b>	0
Management	
Comments on any proble	ms experienced during the month:

I certify	that the	forgoing	information	is	true and	correct to	the	best of	my	knowledge	and	belief
•	1	/ /	0	)	1							

Lisa Benasher, Lineweaver Manager Date

### FRANKLIN HEIGHTS PROGRAM MANAGEMENT REPORT FOR THE MONTH OF OCTOBER 2020

### 1.) Marketing:

	1 BDR	2 BDR	3 BDR	4 BDR	5 BDR	<u>Total</u>
# of Units Vacant	1	1	<u>5</u>	<u>0</u>	<u>0</u>	<u>7</u>
# of Tenants who moved in	0	0	<u>0</u>	0	<u>0</u>	<u>0</u>
# of Tenants who moved out	0	1	1	<u>0</u>	<u>0</u>	2
# of Tenants evicted	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
# of Tenants who transferred	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
# of Legal Notices	4	<u>10</u>	<u>11</u>	0	1	<u>26</u>
# of Unlawful Detainers	<u>0</u>	<u>0</u>	<u>0</u>	0	0	0
Tenants who are over-housed	0	0	<u>0</u>	<u>0</u>	0	0
Tenants who are under-housed	0	0	<u>0</u>	<u>0</u>	0	0
Units with handicap access	9	0	2	4	1	16
Tenants who need handicap access	<u>5</u>	$\overline{0}$	<u>0</u>	<u>0</u>	<u>0</u>	<u>05</u>
Tenants who have handicap access	<u>5</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>05</u>

### 2.) Occupancy:

TOTAL NUMBER OF UNITS LEASED: 122

### 3.) Tenant Accounts Receivable:

 Security and Pet Deposits Held:
 \$119,869.00

 Rent Billed
 \$129,341.56

 Rent Collected
 \$125,102.60

### 4.) Applications:

Lurrently on the Waiting List there are a total of <u>936</u> applicants.

1 BR 2 BR 3 BR 4 BR 5 BR
2 BR 2 BR 3 BR 4 BR 5 BR
4 BR 5 BR
5 BR

### 5.) Inspections:

Number Completed	Excellent	Acceptable	Needs work	Issues
0	0	0	0	0

### 6.) Management:

Comments on any problems experienced during the month:

Franklin Heights, LLC (FH) had two move-outs one 2BRs and one 3BRs unit for the month of October 2020. FH started taking applications effective November 01, 2018, but the waiting list was purged effective August <u>2020.</u>

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

Nehemias Velez, FH Property Manager

11/12/20 Date

### COMMERCE VILLAGE PROGRAM MANAGEMENT REPORT FOR THE MONTH OF OCTOBER 2020

### 1.) Marketing:

	<u>1 BDR</u> <u>VASH</u>	1 BDR HCV
# of Units Vacant	<u>0</u>	<u>0</u>
# of Tenants who moved in	<u>0</u>	<u>0</u>
# of Tenants who moved out	<u>0</u>	<u>0</u>
# of Tenants evicted	<u>0</u>	<u>0</u>
# of Tenants who transferred	<u>0</u>	<u>0</u>
# of Legal Notices	<u>0</u>	<u>0</u>
# of Unlawful Detainers	<u>0</u>	<u>0</u>

### 2) TOTAL NUMBER OF UNITS LEASED: 30

### 3.) Tenant Accounts Receivable:

Outstanding Balance	\$8,672.80				
Number of Delinquent Accounts by Age:	30:0	60:	<u>0</u>	90+:	0
Security and Pet Deposits Held:	<u>\$15,346.0</u>	0			
Rent Billed	\$17,341.0	0			
Rent Collected	\$19,181.0	0			

### 4.) Applications:

Currently on	the	Waiting	List	3 1	L	8

### 5.) Management:

Comments on any problems experienced during the month:

I CERTIFY THAT THE FOREGOING INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF



### FAMILY SELF- SUFFICIENCY PROGRAM REPORT Monthly Report -October 2020

### **HCV PARTICIPANTS**

Employment	<b>Education/Training</b>	Escrow
In Program: 29	Enrolled in ESL: o	Positive Escrow Balances: 23
Employed: 17	Enrolled in Continuing Ed: 1	Earning Monthly Escrow: 9
Unemployed/Furlough: 11	Started this month: 0	Interim Escrow Withdrawals: 3
Medical Leave/Disability: 1		Increase in Earning Escrow: 1
Maternity Leave: N/A		Decrease in Earning Escrow: o

### FRANKLIN HEIGHTS PARTICIPANTS

Employment	Education/Training	Escrow
In Program: 38	Enrolled in ESL: 1	Positive Escrow Balances: 19
Employed: 18	Enrolled in Continuing Ed.:3	Earning Monthly Escrow: 8
Unemployed/Furlough: 19	Started this month: o	Newly Earning Escrow: 0
Medical Leave/ Disability: o		Interim Escrow Withdrawals: 1
New job this month: o		Increase in Earning Escrow: o
Maternity Leave: 1		Decrease in Earning Escrow: 1

### HARRISON HEIGHTS

Employment	<b>Education/Training</b>	Escrow
In Program: 17	Enrolled in ESL: 1	Positive Escrow Balances: 11
Employed: 6	GED: 1	Earning Monthly Escrow: 3
Unemployed/Furlough:11	Enrolled in Continuing Ed:2	Newly Earning Escrow: 0
Medical Leave/Disability: 0	Started this month: 0	Escrow Increases: 2
Maternity Leave: 1	4-00-1-0-1-0-1-0-1-0-1-0-1-0-1-0-1-0-1-0	Interim Escrow Withdrawals: 0
New job this month: 1		

### Accomplishments

2 participants of furniture distributed. 2 WTG referrals. 40 participant signed up for Christmas, Participants completed Annual Reviews, FSS staff hosted a PCC meeting and Halloween Drop in event.

Date: 10/30/2020 FSS Coordinator: Zoe Parakuo FSS Coordinator: Everett Brubaker

## Harrisonburg Redevelopment & Housing Authority Report Financial Report as October 31, 2020

### LOCAL COMMUNITY DEVELOPMENT

Cash:	First Bank & Trust-Operating Funds		\$117,615.70			
	AR Due from:	Total	\$117,615.70			
	JR Polly Lineweaver Apartments Housing Choice Voucher Program Commerce Village, LLC Franklin Heights, LLC-Operating Expenses Franklin Heights, LLC-Debt Servicing	\$99,984.07 \$45,788.99 \$10,255.11 \$54,505.30 \$211,000.00 <b>\$421,533.47</b>				
HOUSING CHO	CE VOUCHER PROGRAM					
Cash:	SunTrust-Checking Account United Bank-FSS Escrow for participants	Total	\$521,118.18 \$114,061.32 <b>\$635,179.50</b>			
J.R. POLLY LIN	EWEAVER APARTMENTS		4000,110.00			
Cash:	United Bank-Checking Account		\$3,975.89			
		Total	\$3,975.89			
ALL PROGRAM	S-FH, LW, JRL					
Cash:	United Bank-Security Deposit Account		\$190,361.13			
COMPONENT UNITS						
Franklin Height Cash:	s, LLC United Bank-Checking Account		\$22,302.03			
Commerce Villa Cash:	ige, LLC First Bank & Trust BB&T-Operating Reseve Account		\$159,070.68 \$130,724.88			

**Grand Total** 

\$1,259,229.81

Harrisonburg Redevelopment & Housing Authority Report YTD Financial Report as of October 31, 2020

	Cash Balance as of 1/31	Cash Balance as of 2/29	Cash Balance as of 3/31	Cash Bafance as of 4/30	Cash Balance as of 5/31	Cash Balance as of 6/30	Cash Balance as of 7/31	Cash Balance as of 8/31	Cash Balance as of 9/30	Cash Balance as of 10/31
LUCAL COMMUNITY DEVELOPMENT Cash: First Bank & Trust	\$75,038.07	\$72,867,55	\$234,485.29	\$211,565.44	\$294,600.18	\$400,992.41	\$95,541,14	\$9,722.91	20.00	\$117,615.70
HOUSING CHOICE VOUCHER PROGRAM	*5									
Cash: SunTrust-Checking United Bank-FSS Escrow	\$360,537.76 \$98,957.95	\$395,021.95	\$419,993.37 \$113,374.17	\$437,341,36 \$120,749.86	\$491,126.09 \$125,648.39	\$452,504.24 \$130,923.00	\$351,527.86 \$136,336.41	\$396,274.96 \$116,566.39	\$466,310 06 \$110,522,45	\$521,118.18 \$114,061,32
J.R. POLLY LINEWEAVER APARTMENTS	Ø									
Cash: United Bank-Checking	\$2,724 04	\$17,911,14	59,141.90	\$1,641.98	\$2,412.22	\$2,875,46	\$4,668.06	\$160.06	\$21,813.90	\$3,975.89
ALL PROGRAMS-FH, LW, JRL, CVO										
Cash: United Bank-Security Dep.	5176,627.38	\$178,791.78	5180,781.26	\$183,135,96	\$182,856.69	\$184,897.67	\$185,888.74	\$188,105,58	\$188,969,99	\$190,361.13
COMPONENT UNITS										
Franklin Heights, LLC Cash: United Bank-Checking	89,363 99	\$14,531.98	\$11,812.57	\$12,668.23	\$13,875,96	\$50,138,14	\$102,258 64	\$3,038,36	\$30,157,76	\$22,302,03
Commerce Village LLC Cash: First Bank & Trust BB&T (Operating Reserve)	\$125,061.32 s) \$130,661.16	\$129,765.23	\$124,844,19	\$126,637,69 \$130,716.26	\$129,929,13 \$130,719,41	\$133,497.26	\$136,341.48 \$130,702.48	\$142,485.57	\$152,711 82 \$130,722,77	\$159.070.68 \$130.724.88
Total	tal \$978,971.67	\$1,045,162.38	\$1,225,149.01	\$1,224,456.78	\$1,371,168.07	\$1,486,548.66	\$1,143,264.81	\$987,076.60	\$1,101,208.75	\$1,259,229.81

### Harrisonburg Redevelopment & Housing Authority Report Financial Report as October 31, 2020

### Franklin Heights, LLC

	Income Expenses		\$ \$	1,398,433.16 (705,382.44)
	Less: Principal Payments		\$	(552,219.48)
		Total	\$	140,831.24
J.R. POLLY LIN	EWEAVER APARTMENTS			
	Income Expenses Total		\$ \$ \$	373,926.62 (296,600.72) 77,325.90
	Add: Service Coordinator Grant Funds Less: Service Coordinator Grant Expen		\$ \$ \$	7,333.00 (43,844.00) (36,511.00)
	Profit (Loss)/Gain		\$	40,814.90
	Less: Principal Payments		s	(114,626.27)
		Total	\$	(73,811.37)