

# **HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**

## **Board of Commissioners Monthly Meeting**

In-Person: Pip Moyer Recreation Center

Tuesday, October 28, 2025 – 4:30 pm

### Agenda

- I. Call to Order/Roll Call
- II. Approval of Minutes
  - September 23, 2025 - Open Meeting Minutes
- III. Chairman's Report – Craig Coates
- IV. Executive Director Report – Melissa Maddox-Evans
  - Finance Report – Marisa Stanley
  - Operations Report – Vernell Gibson-Caudle
  - HCVP Report – Zoe Parakuo
  - Development Report – Aseem Nigam
  - Residential Services Report – Bridget McLaughlin
- V. New Business
  - Resolution: ADMIN 102825-01 Community Development Block Grant Program- CDBG Funds
  - Resolution: ADMIN 102825-02 Authorizing Change in Resident Agent (RA)
  - Resolution: FIN 102825-01 Independent Contractor CFO
  - Resolution: FIN 102825-02 Allegiance Management & Investments LLC for Property Management Performance Services
  - Resolution: FIN 102825-03 Quadel Consulting and Training, LLC (Quadel) for FSS Services
  - Resolution: FIN 102825-04 Northern Bay Environmental Systems, Inc. for HVAC, Furnace Replacement Services
- VI. Public Comments
  - Elected Official's Comments
  - Resident Advisory Board Comments
  - Resident Council Comments
  - General Public Comments
- VII. Next Meeting Date – Tuesday, December 9, 2025 - In-person at Pip Moyer Recreation Center
- VIII. Adjourn Meeting
- IX. Closed Session – Discussion of a personnel matter.

**HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**  
**Board of Commissioners Meeting Minutes**  
**273 Hilltop Lane, Annapolis, MD 21403**

Tuesday, September 23, 2025 – 4:30 pm

**I. Call to Order**

The meeting was called to order by Chairperson Coates at 4:30 pm.

**Present:** Bishop Craig Coates, Patrick Sheridan, Jackie Wells, Henrietta Webb-Herbert, Kimberlee Cornett, Arthur Edwards, Jr, Melissa Maddox-Evans

**Not present:**

**II. Approval of the Minutes**

**August 2025 Open Meeting**

Motion for approval by Comm'r Wells, seconded by Comm'r Sheridan. Unanimous approval.

**III. Chairperson's Report (Bishop Craig Coates)**

Chairperson Coates shares the outcome of the training that he and Comm'r Sheridan attended for Commissioners. It covered board regulations and operations, HUD 2025 initiatives, ethics, and the board oversight of the Executive Director, among other topics. Key takeaways: 1) importance of strong, ethical leadership; 2) necessity of adhering to established procedures; 3) the critical role of checks and balances in ensuring accountability. Our Executive Director really knows her stuff. Comm'r Sheridan added that it was good to see reinforcement of things we have in place as well as areas to tweak.

**IV. Executive Director Report (Exec. Dir. Maddox-Evans)**

Exec. Dir. Maddox-Evans highlights a forum for Mayoral Candidates that we hosted. We have planned a grand opening of the renovated Morris H. Blum with TCB on October 29, 2025, at 11 am. On October 8, 2025, we will be meeting with Harbour House/Eastport Terrace residents to introduce them to the redevelopment team. We are still dealing with some operational challenges related to HAP funding which is delayed. HUD is telling us that we'll be receiving shortfall funds next week, we've asked our partners to be patient. HUD explained that the delays we are seeing are affecting housing authorities across the nation. We are closely monitoring the government for impacts of the potential government shutdown. We are pulling down as many funds as we can prior to October 1<sup>st</sup>.

**V. Finance Report (Marisa Stanley)**

Marisa Stanley shares that the unaudited FDS has been submitted on August 29th. We are working on scheduling our audit which is due 9 months after year-end, which is June 30<sup>th</sup> for HACA. Each of our properties are working at a net operating income, the center office cost center is operating at a deficit but that's largely due to delays in drawing down admin fees. We'll have enough operating funds for a couple months.

**VI. Operations Report (Vernell Gibson-Caudle)**

Vernell Gibson-Caudle reports 90% occupancy rate for Public Housing. So far in the month of August we've had 5 move-ins and 3 transfers. We've processed 120 eligible applicants for background checks,

and we've had about 29 applicants denied, which we will need to review. We don't deny people based on credit scores, but we do deny them if they owe money to another federally-funded program. Rent collections are at 71% overall; Harbour House – 60%; Eastport Terrace – 76%; Robinwood – 56%; Bloomsbury Square – 91%. The Public Housing teach is coaching residents through the process of getting resources to help them keep current on their rent. We do not have any court filings going forward this month, but we will next year. We've had 77 successful judgments so far this year. We have 15 Breach of Lease for inactive utility accounts, 16 Breach of Lease for failure to recertify, 44 Breach of Lease at Harbour House/Eastport Terrace for failure to clear items in common area: 38 Breach of Lease at Robinwood for failure to clear items in common area.

**VII. Development Report (Aseem Nigam)**

Aseem Nigam shares that the Blum Redevelopment project will be 100% complete in January 2026. The Robinwood/Bloomsbury Square developer will be working on tax credit applications, which will be very competitive. Even if we are successful in the CNI Grant application it will be a few years before we can submit tax credit applications. The State is moving to a new portal for tax credit applications and once that is available, CHP will be able to submit the tax credit applications.

**VIII. Resident Services Report (Bridget McLaughlin)**

Bridget McLaughlin shares that we are partnering with B2G, and we are applying for another grant for a similar program at Robinwood. The training program at Harbour House/Eastport Terrace will start in October. Sherwin Williams painting training will begin in October. HeadStart classes started on September 15<sup>th</sup>.

**IX. New Business**

There is no new business this month

**X. Elected Officials' Comments:**

There were no elected officials present.

**XI. Resident Advisory Board Comments**

Carolyn Keene, President of the Advisory Board, thanked the Annapolis Housing Development Corporation for providing funds to the properties. Wilbourn Estates will have a Resident Council meeting on October 18<sup>th</sup>. There will be a Resident Council election at Harbour House on October 20<sup>th</sup>. There will be a Thanksgiving Dinner at Robinwood on November 22<sup>nd</sup>.

**XII. Resident Council Comments**

There were no comments from Resident Council members.

**XIII. Public Comments**

Donna Johnson explained that Donna's Day of Hope has received a lot of funding for children's activities, but they need a place to hold the events. She is working on arranging a place to meet. Donna has been helping new residents fill out their apartments.

Kathy Lynch of Eastport Helping Eastport shared that that organization was created to help and support Donna Johnson since she is doing good work. Kathy wanted to know if HACA has a community calendar, Ms. Maddox-Evans suggested they coordinate with Bridget McLaughlin.

Terry Johnson wanted to know what the process is when a person needs a transfer due to medical needs. Ms. Maddox-Evens directed Dee Brown to speak with Ms. Johnson about specifics. The timing is often determined by availability of suitable units and how many other people are on the transfer list ahead of that person. Ms. Johnson wanted to know who to talk to about issues at Morris H. Blum, she's spoken to multiple city officials, TCB officials, and property staff. Ms. Maddox-Evens asked for Ms. Johnson's contact information so that she could put the correct people to address her issues.

Bishop Coates shared the pictures of work by Joy Grows and Donna Johnson in the community.

XIV. **Next Meeting Date** – October 28, 2025, In-person at Pip Moyer Recreation Center

XV. The meeting was adjourned at 5:40 pm.

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## Executive Director Report

October 2025

We held our first meeting introducing the Eastport Terrace/Harbour House redevelopment team to the residents and local community partners. It was well attended and there was lots of engagement.

The grand opening date for the Morris H. Blum building will be postponed until after the holidays.

We have been provided with federal funding through mid-November. We will know towards the end of October what the funding projections are looking like for the remainder of the year. We will keep you updated on the impact of the government shut-down as we receive information.

Below are examples of additional highlights that occurred this past month.

### Development/Capital Projects

- Morris H. Blum common area work will be fully complete by January 2026.
- We are creating the redevelopment schedule with the new development team for Eastport Terrace/Harbour House.
- Robinwood was officially awarded 9% tax credits from the State. We are now applying for 4 % tax credits for Robinwood and Bloomsbury Square redevelopment projects.

### Finance

- We have begun a search for a new CFO. We appreciate Marisa Stnaley's service to the agency and her assistance during our transition.

### Operations/ Management/HCVF

- Our PIC score for the HCVF is 94.76% and 94.27 PH % programs. Full reporting compliance is 95% for both programs.
- We have completed all HCVF outstanding recertifications for years prior to 2025 and are completing 2025. The Quadel service has been extremely helpful.
- We are nearly 100% licensed at Harbour House.
- I met with Klik Solutions to discuss IT needs and AI possibilities for housing authorities.

### Legal/Compliance

- We resubmitted the 5-Year and Annual Plans per HUD instructions, it is pending HUD approval.
- I attended the Ballard Spahr 20<sup>th</sup> Annual National Housing Authority Summit on Oct. 7<sup>th</sup>. Recent legal topics were discussed relevant to the industry.

### Resident Services

- I will visit Bloomsbury Square this month to obtain feedback from residents about their community.
- We are exploring for Quadel Services to assist with FSS compliance management.

### City/County/State Partnerships

- Attended weekly meetings with the City's Housing Affordability Specialist and Community Development Staff.
- We were awarded \$60,000 in CDBG funds this year for public housing property improvements. We applied for \$135k, but the allocation to the City was reduced this year, resulting in a lesser award.

### Community Partnerships

- I attended the Anne Arundel County Affordable Housing Symposium on Oct. 22<sup>nd</sup>. It is sponsored by Chase Homes.
- I attended a farewell ceremony for Mayor Buckley this month

## Finance Report

September 2025 Rent Collection

By Property:

| Housing Authority of the City of Annapolis Collections Report |                          |                     |                     |                 |                                      |                     |                      |                             |                      |                    |
|---|--------------------------|---------------------|---------------------|-----------------|--------------------------------------|---------------------|----------------------|-----------------------------|----------------------|--------------------|
| 9/30/2025   |                          |                     |                     |                 |                                      |                     |                      |                             |                      |                    |
| Property  | Number of Units Occupied | Charges             | Payments            | Collection Rate | Prior Month Number of Units Occupied | Prior Month Charges | Prior Month Payments | Prior Month Collection Rate | Charge Variance      | Payment Variance   |
| Eastport Terrace  | 83                       | \$ 18,772.57        | \$ 12,334.75        | 66%             | 83                                   | \$ 17,875.00        | \$ 13,555.93         | 76%                         | \$ 897.57            | \$ (1,221.18)      |
| Harbour House   | 211                      | \$ 68,055.27        | \$ 56,064.88        | 82%             | 205                                  | \$ 68,719.00        | \$ 41,483.09         | 60%                         | \$ (663.73)          | \$ 14,581.79       |
| Robinwood   | 126                      | \$ 56,235.06        | \$ 39,720.25        | 71%             | 122                                  | \$ 57,668.00        | \$ 32,414.92         | 56%                         | \$ (1,432.94)        | \$ 7,305.33        |
| Bloomsbury Square   | 51                       | \$ 20,791.75        | \$ 19,034.40        | 92%             | 51                                   | \$ 22,014.00        | \$ 20,118.00         | 91%                         | \$ (1,222.25)        | \$ (1,083.60)      |
| <b>Totals</b>   | <b>471</b>               | <b>\$163,854.65</b> | <b>\$127,154.28</b> | <b>78%</b>      | <b>461</b>                           | <b>\$166,276.00</b> | <b>\$ 107,571.94</b> | <b>71%</b>                  | <b>\$ (2,421.35)</b> | <b>\$19,582.34</b> |



## Operations Report – Public Housing

### Emergency Work Orders (Closed within 24 Hours) \*

| Property               | Month     |                        |   |      | Year to Date |                        |   |     |
|------------------------|-----------|------------------------|---|------|--------------|------------------------|---|-----|
|                        | Generated | Closed within 24 Hours |   | %    | Generated    | Closed within 24 Hours |   | %   |
| Bloomsbury Square      | 4         | 4                      | ✓ | 100% | 48           | 37                     | ● | 77% |
| Eastport/Harbour House | 14        | 14                     | ✓ | 100% | 275          | 231                    | ● | 84% |
| Robinwood              | 18        | 18                     | ✓ | 100% | 176          | 140                    | ● | 79% |
| HACA Managed Total     | 36        | 36                     | ✓ | 100% | 499          | 408                    | ● | 81% |

### Routine Work Orders Generated

| Property               | Month    | Year to Date |
|------------------------|----------|--------------|
|                        | WO Count | WO Count     |
| Bloomsbury Square      | 12       | 107          |
| Eastport/Harbour House | 59       | 307          |
| Robinwood              | 41       | 336          |
| HACA Managed Total     | 112      | 750          |

### Occupancy Rate (now reflective of employing a consolidated waiting list process)

| Property | Occupied | Vacant | Grand Total | Occupancy Rate |
|----------|----------|--------|-------------|----------------|
| 550      | 501      | 49     | 557         | 91.09%         |

### Move-ins/Move-Outs/Transfers

| Property               | Move-Ins | Move – Outs | Transfers |
|------------------------|----------|-------------|-----------|
| Bloomsbury Square      | 0        | 0           | 0         |
| Eastport/Harbour House | 5        | 0           | 0         |
| Robinwood              | 0        | 0           | 0         |
| HACA Managed Total     | 5        | 0           | 0         |

| Occupancy Rate - Agency Wide |        |           |
|------------------------------|--------|-----------|
| July                         | August | September |
| 90%                          | 90%    | 91.09%    |

### Current Waiting List

|                                |              |
|--------------------------------|--------------|
| Public Housing                 | Total Number |
| Total                          | 1,479        |
| Housing Choice Voucher Program | Total Number |
| Total                          | 535          |
| Grand Total                    | 2,014        |

## Operations Report – Housing Choice Voucher Program

### Tenant-Based Voucher Program

|                           | JULY 2025            | AUGUST 2025         | SEPTEMBER 2025      |
|---------------------------|----------------------|---------------------|---------------------|
| Allocated*                | 770                  | 770                 | 770                 |
| Under Contract            | 755                  | 752                 | 710                 |
| Vouchers Issued           | 0-Emergency Vouchers | 0-Emergency Voucher | 0-Emergency Voucher |
| Termination of Assistance | 3                    | 5                   | 0                   |
| Portability Port Out      | 1                    | 1                   | 1                   |
| Portability Port In       | 0                    | 0                   | 0                   |
| Recertifications          | 76                   | 36                  | 47                  |
| Interims                  | 41                   | 18                  | 46-Completed        |

\*Reflects the regular vouchers plus VASH vouchers

### Homeownership Program

|              | JULY 2025 | AUGUST 2025 | SEPTEMBER 2025 |
|--------------|-----------|-------------|----------------|
| Participants | 1         | 1           | 1              |

### Veterans Affairs Supportive Housing Program (VASH)

|             | JULY 2025 | AUGUST 2025 | SEPTEMBER 2025 |
|-------------|-----------|-------------|----------------|
| Allocated   | 5         | 5           | 5              |
| Under Lease | 5         | 5           | 5              |
| Vacant      | 0         | 0           | 0              |

### PIC Score

|     | JULY 2025 | AUGUST 2025 | SEPTEMBER 2025 |
|-----|-----------|-------------|----------------|
| PIC | 87.83%    | 95.35%      | 94.76%         |

### Additional Highlights

- Number of Re-exams processed: 46
- Number of Landlord checks (HAP) processed: 710
- Landlord Checks (HAP) Issued Total: \$941,296
- Number of Unit Transfers processed: 5
- Number of New move-ins processed: 3

## Development Report

### Redevelopment In Process

| Community              | Developer              | Estimated Financial Closing & Construction Start | Estimated Construction Completion & Lease Up Start | Units |
|------------------------|------------------------|--|--|-------|
| Morris H. Blum         | The Community Builders | Summer 2023                                      | Summer 2025  | 154   |
| Harbour House/Eastport | TBD                    | 2027   | 2030/2031  | 357   |
| Robinwood              | CHP                    | 2027   | 2029   | 150   |
| Bloomsbury             | CHP                    | 2026   | N/A – no relocation                                | 51    |

- **Morris H. Blum**

- TCB, HousingtoHome and HACA teams worked on the first two phases of relocation of tenants and are now collaborating with the tenants on the third phase.
- Financial closing occurred on August 16, 2023.
- TCB gave Notice to Proceed to the contractor, Harkins Builders.
- The rehabilitation will be in four phases. The first three phases involving the 7<sup>th</sup>, 8<sup>th</sup>, 6<sup>th</sup>, 5<sup>th</sup>, 3<sup>rd</sup>, and 4<sup>th</sup> floors are complete and the tenants have been moved back to the rehabilitated units.
- Harkins has set up its operation on-site and has installed man and equipment hoist.
- Construction will take about 22 months. The rehabilitation of the units should be completed in Summer 2025. Some work unrelated to the units may not be completed until Fall 2025. So far, the construction is about 97% complete. The work on the last phase, Phase 4 (2<sup>nd</sup> Floor), is complete and the tenants have moved into rehabilitated units. Both the elevators are refurbished, except for the floor, and are operational.

### Capital and Redevelopment Projects

- **City of Annapolis**

- CNI Planning process.  
The teams have completed Phase 1 - Assessment of the Eastport Terrace-Harbour House: Assessment has included conducting resident surveys; reviewing existing plans; demographic and other data collection; stakeholder interviews; inventorying of open spaces, transportation, service providers, businesses, housing, etc.; real estate market studies; Maryland Historical Trust review; and Phase 1 Environmental Site Assessment.

- o We had community meetings on April 17<sup>th</sup> and 18<sup>th</sup> to discuss the Concept Plan. The transformation plan was submitted to HUD by the end of November 2023. HUD has accepted the plan.
- o City council approved the resolution for the contribution of the Spa Road property to the CNI project by the end of August 2024.

## **Phase II Redevelopment - Robinwood, Eastport, Harbour House, Bloomsbury Square**

- o An RFQ for developers was advertised for Robinwood, Bloomsbury Square and Harbour House/Eastport Terrace.
- o HUD-CHAPs were approved for Bloomsbury Square and Robinwood, which authorizes us to begin the redevelopment process.
- o HACA received five proposals from the developers by the deadline of May 4, 2023.
- o HACA staff along with EJP Consulting reviewed the proposals and asked one of the developers to make their presentation, on Harbour House/Eastport Terrace on July 31<sup>st</sup>. However, the developer withdrew their proposal. A new RFQ for Harbour House/Eastport Terrace was issued in August 2024. The pre-bid conference was held on September 17, 2024, and the tour of the sites was conducted on October 7, 2024. Three proposals were received by the due date of November 14, 2024. The selection committee selected Genesis Companies and Monadnock Development, based in NY, as the developer for the site. A meeting with the developer and the city staff was held on April 29<sup>th</sup> with a follow-up meeting in the first week of May. The developer is currently working on the Phase I plan and will share the plan with HACA staff in the coming weeks. HACA has engaged its outside counsel to draft the MOU which is expected to be presented to HACA's Board for their approval during the August meeting. The Board approved the MOU during their August 26<sup>th</sup> meeting. A meeting was held on October 8<sup>th</sup> to introduce the development team to the community and to provide an update on the redevelopment process.
- o HACA had asked two developers to make a presentation on Robinwood and Bloomsbury in September 2023. However, one of the developers withdrew their proposal. The other developer, CHP, made their presentation in September. HACA staff recommended to the Board that CHP be approved as the developer for Robinwood and Bloomsbury. The Board approved the recommendation during their September 2023 meeting. The MOUs, between HACA and CHP, have been executed. HACA arranged an introductory meeting with CHP, and Bloomsbury and Robinwood communities in April 2024. HACA and CHP also met with the Anne Arundel County school system for their participation in terms of allowing access to a new road within the Robinwood project. HACA and CHP scheduled a meeting with the Robinwood community on March 19, 2025, to get their input on the initial site plan for the property. CHP has been awarded 9% tax credits for Phase I and has been invited by the state to submit application for 4% tax credits as this is a twinning deal. The 4% tax credit application for Bloomsbury was submitted in July 2025. The follow-up meetings with the Robinwood and Bloomsbury communities were held in mid-July 2025, and the communities were apprised of the progress made thus far and to seek additional input from them. The next follow-up meetings with the communities for Robinwood and Bloomsbury are expected to be held in the beginning of December 2025.

- HACA organized a meeting with CHP and the State on identifying potential funding sources for both Robinwood and Bloomsbury Square and will reschedule follow-up meetings with the stakeholders.



## Resident Services Board Report

September 2025

### Eastport Community Center Computer Lab Revitalization & Digital Literacy Programming

In September, the Eastport Community Center completed a major revitalization of its computer lab, now equipped with eight new desktop computers and a 55-inch monitor to support instructional programming. This transformation marks a significant step forward in expanding access to technology for residents. Classes began September 25, 2025.

The upgrade coincided with the launch of a new digital literacy program through a partnership with B2G, HACA and the University of Maryland, Baltimore County (UMBC). The first 8-week session welcomed 14 residents, with weekly three-hour classes focused on building essential technology skills. Participants have been learning to:

- Create and manage personal email accounts
- Navigate keyboards and operating systems
- Understand basic hardware and software components

The curriculum, developed by B2G, is designed not only to teach technical skills but also to build residents' confidence and prepare them for future employment opportunities in an increasingly digital world.

Residents have expressed overwhelming appreciation for the program. Several participants have shared that the class is the first time they've felt comfortable using a computer. Many have noted that becoming more digitally literate is already making a difference in their daily lives — from being able to communicate more easily with family members, to exploring online job applications and virtual services.

One resident shared, *"I never thought I'd be able to learn this stuff. Now I can send emails to my grandkids and even look for jobs online. It's changing my life."* Another commented, *"This class makes me feel like I'm catching up with the rest of the world. It's giving me the tools I need to be successful."*

These testimonials from HACA residents underscore the broader impact of the program — not only in terms of skill-building, but also in fostering empowerment, self-sufficiency, and greater access to opportunity.

#### Family Self Sufficiency and Homeownership

| FSS and Homeownership                |    |
|--------------------------------------|----|
| FSS Contracts                        | 39 |
| FSS Escrow Accounts                  | 39 |
| Contracts in HCVP                    | 24 |
| Contracts in PH                      | 14 |
| Release of Escrow Credits            | 0  |
| Contracts Terminated (pending)       | 0  |
| New Contracts Completed              | 1  |
| Resources and Referrals              | 5  |
| New Homeownership Clients            | 0  |
| Recertification Agreements Completed | 0  |
| Case management appointments         | 8  |



## Case Management

| Case Management Services   |     |
|--|-----|
| Dept. of Disabilities - BBS  | 9   |
| Dept of Aging and Disabilities   | 6   |
| Cornerstone Church Food Giveaway - BBS   | 51  |
| Maryland Energy Assistance – RW and BBS  | 18  |
| Resident case management contacts for issues such as rent payments, wellness checks, eye exams/glasses, dental, financial concerns, furnishing referrals, transportation, employment, Re-Certification assistance, food insecurity, family reunification, medical health assistance in finding a PCP and assisting in making medical appointments, social services interventions for food stamps, and enrolling in Medicare benefits. Department of Aging. | 65  |
| Total: Contacts - Calls/Activities   | 149 |

## Resident Opportunity and Self Sufficiency

| ROSS   |     |
|--|-----|
| “Think Smart” Energy Presentation  | 28  |
| Resident Services Outreach Event   | 75  |
| B2G Computer Classes   | 14  |
| Case mgmt. and home visits<br>ROSS Referrals<br>Dept of Aging, Hope for All, DSS, Digital Literacy, SNAP applications, SSDI and SSI application assistance | 34  |
| TOTAL  | 151 |

## Annapolis Gardens

**Number of Units:** 150  
**Property Type:** Family  
**Project Start:** 2009  
**Project Status:** Stabilized  
**Subsidy Type:** Public Housing/Tax Credit (75), Tax Credit only (75)



**Tax Credit Compliance End:** 2025

**Report for Period Ending:** September 30, 2025

### OCCUPANCY

| Unit Type | Total Units | Occupied | Vacant | Total % Occupancy |
|-----------|-------------|----------|--------|-------------------|
| LIHTC     | 150         | 145      | 5      | 97%               |

| 1 bedroom | 2 bedrooms | 3 bedrooms | 4 bedrooms | 5 bedrooms |
|-----------|------------|------------|------------|------------|
| 10        | 62         | 59         | 9          | 10         |

Current Month: **97%**

Year to date Average: **96%**

### NARRATIVES

#### Financial:

The income for the month was over the budgeted amount by 12.21% due to higher than anticipated occupancy rate. The total actual expenses were 6.95% over budgeted expenses due to higher than anticipated maintenance expenses.

#### Management:

The property is managed by Winn Companies, an independent company not affiliated with the Developer. The management staff did not report any staff turnover during the period and has been timely with reporting to HACA.

**Physical:**

There were no other extraordinary repairs to report.

**Resident Services:**

There were no Resident Services to report.

**Other**

There are no other issues to report.

**Receivables/ Payables:**

The resident accounts receivable is \$76,950. The projects accounts payables are \$1,088 with \$0 aging more than 90 days.

**Reserves:**

The project has four reserve accounts and two escrows that are funded as required with no inappropriate use of funds.

## PARTNERS

**General Partner/ Managing Member:** Annapolis Community Development Partners, LLC

**HACA Ownership %:** 49%

**Developer:** Landex

**Management Company:** Winn

## DEBT SUMMARY

| Lien Position | Payment Type | Lender                                | Principal as of:<br>09/30/2025 | Interest Rate | Maturity Date |
|---------------|--------------|---------------------------------------|--------------------------------|---------------|---------------|
| 1             | Hard debt    | Enterprise Mortgage Investments, Inc. | \$ 1,765,134                   | 7.01%         | 10/3/2026     |
| 2             | Cash flow    | DHCD                                  | \$ 1,547,367                   | 4%            | 5/1/2051      |
| 3             | Cash flow    | ACDS                                  | \$ 204,564                     | 2%            | 5/29/2051     |
| 4             | Cash flow    | HACA                                  | \$ 500,000                     | 4.38%         | 6/1/2051      |
| 5             | Cash flow    | HACA                                  | \$ 92,118                      | 0%            | 6/1/2051      |

## Obery Court I

**Number of Units:** 50  
**Property Type:** Family  
**Project Start:** 2010  
**Project Status:** Stabilized  
**Subsidy Type:** Tax Credit (40)  
 Tax Credit only (10)



**Tax Credit Compliance End:** 2025

**Report for Period Ending:** September 30, 2025

### OCCUPANCY

| Unit Type  | Total Units | Occupied | Vacant | Total % Occupancy |
|------------|-------------|----------|--------|-------------------|
| 1 bedroom  | 10          | 9        | 1      | 90%               |
| 2 bedrooms | 22          | 21       | 1      | 95%               |
| 3 bedrooms | 16          | 16       | 0      | 100%              |
| 4 bedrooms | 2           | 1        | 1      | 50%               |

Current Month: **94%**

Year to date Average: **97%**

### NARRATIVES

**Financial:**

The income for the month was 5.41% over budget due to higher occupancy rate. The total controllable expenses were 127% over budget. This variance is as a result of higher than expected maintenance and utility expenses.

**Management:**

The property is managed by Pennrose, an affiliate of the Developer.

**Physical:**

There were no significant items noted.

**Resident Services:**

There were no Resident Services to report.

**Other**

There are no other issues to report.

**Receivables/ Payables:**

The resident accounts receivable is \$38,727. The project accounts payables are \$11,078 with \$0 aged more than 90 days.

**Reserves:**

The project has four reserve accounts and three escrows that are funded as required with no inappropriate use of funds.

## PARTNERS

**General Partner/ Managing Member:** Obery Court GP, LLC

**HACA Ownership %:**

51% \*

*Pennrose entity remains managing member despite ownership percentage*

**Developer:**

Pennrose

**Management Company:**

Pennrose

## DEBT SUMMARY

| Lien Position | Payment Type | Lender | Principal as of:<br>09/30/2025 | Interest Rate | Maturity Date |
|---------------|--------------|--------|--------------------------------|---------------|---------------|
| 1             | Cash flow    | DHCD   | \$ 1,906,604                   | 4%            | 6/1/2050      |
| 2             | Cash flow    | DHCD   | \$ 2,307,547                   | 4%            | 6/1/2050      |
| 3             | Cash flow    | ACDS   | \$ 1,000,000                   | 2%            | 3/6/2051      |

## Obery Court 2

**Number of Units:** 63  
**Property Type:** Family  
**Project Start:** 2011  
**Project Status:** Stabilized  
**Subsidy Type:** PBV/Tax Credit (53), Tax Credit only (10)



**Tax Credit Compliance End:** 2027

**Report for Period Ending:** September 30, 2025

### OCCUPANCY

| Unit Type  | Total Units | Occupied | Vacant | Total % Occupancy |
|------------|-------------|----------|--------|-------------------|
| 1 bedroom  | 27          | 27       | 0      | 100%              |
| 2 bedrooms | 17          | 16       | 1      | 94%               |
| 3 bedrooms | 16          | 15       | 1      | 94%               |
| 4 bedrooms | 3           | 3        | 0      | 100%              |

Current Month: **98%**

Year to date Average: **96%**

### NARRATIVES

**Financial:**

The rental income for the month was 12.02% over budget due to increased subsidy. The total controllable expenses 87.26% over budget due to higher than anticipated maintenance and utility expenses.

**Management:**

The property is managed by Pennrose, an affiliate of the Developer. The management staff did not report any staff turnover during the period and has been timely with reporting to HACA.

**Physical:**

There were no other extraordinary repairs to report.

**Resident Services:**

There were no Resident Services to report.

**Other**

There are no other issues to report.

**Receivables/ Payables:**

The resident accounts receivable amount is \$85,019 and accounts payable is \$11,078 with \$0 aged more than 90 days.

**Reserves:**

The project has four reserve accounts and two escrows that are funded as required with no inappropriate use of funds.

## PARTNERS

**General Partner/ Managing Member:** Obery Court Phase II GP, LLC

**HACA Ownership %:** 49%

**Developer:** Pennrose

**Management Company:** Pennrose

## DEBT SUMMARY

| Lien Position | Payment Type | Lender                  | Principal as of:<br>9/30/2025 | Interest Rate | Maturity Date |
|---------------|--------------|-------------------------|-------------------------------|---------------|---------------|
| 1             | Hard debt    | Severn Savings Bank FSB | \$ 1,426,583                  | 6.625%        | 2029          |
| 2             | Cash flow    | DHCD                    | \$ 3,009,405                  | 4%            | 4/1/2054      |

## Obery Court 3

**Number of Units:** 61  
**Property Type:** Family  
**Project Start:** 2016  
**Project Status:** Stabilized  
**Subsidy Type:** PBV/Tax Credit (40)  
 Tax Credit only (21)



**Tax Credit Compliance End:** 2031

**Report for Period Ending:** September 30, 2025

### OCCUPANCY

| Unit Type  | Total Units | Occupied | Vacant | Total % Occupancy |
|------------|-------------|----------|--------|-------------------|
| 1 bedroom  | 18          | 18       | 0      | 100%              |
| 2 bedrooms | 24          | 20       | 4      | 83%               |
| 3 bedrooms | 14          | 11       | 3      | 79%               |
| 4 bedrooms | 5           | 5        | 0      | 100%              |

Current Month: **89%**

Year to date Average: **91%**

### NARRATIVES

**Financial:**

The income for the month was 5.06% over budget due to higher than anticipated subsidy. The total controllable expenses were 20.07% over budget due to higher than anticipated maintenance expenses.

**Management:**

The property is managed by Pennrose, an affiliate of the Developer.

**Physical:**

The property did not report any physical issues.



**Resident Services:**

There were no Resident Services to report.

**Other**

There are no other issues to report.

**Receivables/ Payables:**

The resident accounts receivable is \$46,885 and the projects accounts payables are \$11,185 with \$1,032 aged more than 90 days.

**Reserves:**

The project has three reserve accounts and two escrows that are funded as required with no inappropriate use of funds.

## PARTNERS

**General Partner/ Managing Member:** Obery Court Phase III GP, LLC

**HACA Ownership %:** 11%

**Developer:** Pennrose

**Management Company:** Pennrose

## DEBT SUMMARY

| Lien Position | Payment Type | Lender            | Principal as of:<br>9/30/2025 | Interest Rate | Maturity Date |
|---------------|--------------|-------------------|-------------------------------|---------------|---------------|
| 1             | Hard debt    | Capital One, N.A. | \$ 1,234,231                  | 5.75%         | 1/1/2032      |
| 2             | Cash flow    | DHCD              | \$ 1,643,997                  | 2%            | 9/1/2056      |
| 3             | Cash flow    | DHCD              | \$ 1,225,000                  | 2%            | 9/1/2056      |
| 4             | Cash flow    | HACA              | \$ 608,396                    | 0%            | 9/17/2057     |

## Wilbourn Estates

**Number of Units:** 78  
**Property Type:** Family  
**Project Start:** 2022  
**Subsidy Type:** Tax Credit



**Report for Period Ending:** September 30, 2025

### OCCUPANCY

| Unit Type  | Total Units | Occupied | Vacant | Total % Occupancy |
|------------|-------------|----------|--------|-------------------|
| 1 bedroom  | 26          | 26       | 0      | 100%              |
| 2 bedrooms | 26          | 24       | 2      | 92%               |
| 3 bedrooms | 26          | 26       | 0      | 100%              |

Current Month: **99%**

Year to date Average: **94%**

### NARRATIVES

**Financial:**

The rental income for the month was in line with budgeted income. The total controllable expenses 191.17% over budget due to higher than expected maintenance expenses (Security and Janitorial Contract expenses).

**Management:**

The property is managed by Pennrose, an affiliate of the Developer.

**Physical:**

There are no physical issues to report.

**Resident Services:**

There were no Resident Services to report.

**Other**

There are no other issues to report.

**Receivables/ Payables:**

The resident accounts receivable is \$46,282. The project accounts payables are \$4,346 with \$669 aged more than 90 days.

## PARTNERS

**General Partner/ Managing Member:** Newtowne 20, LLC

**Developer:** Pennrose

**Management Company:** Pennrose

## DEBT SUMMARY

| Account | Lender  | Amount       | Interest Rate | Maturity Date |
|---------|---|--------------|---------------|---------------|
| 1       | Orix Real Estate Capital Principal<br>– Hard Debt | \$ 9,130,498 | 3.82%         | 7/1/2041      |
| 2       | CDA Rental Housing<br>Works Fund                  | \$ 2,471,632 | 0             | 12/31/2062    |
| 3       | CDA Housing Trust Fund                            | \$ 971,632   | 0             | 12/31/2062    |
| 4       | CDA Rental Housing Fund                           | \$1,328,949  | 0             | 12/31/2062    |
| 5       | ACDS Home Investment<br>Partnership Program       | \$732,932    | 0             | 12/31/2062    |
| 6       | HACA  | \$929,473    | 0             | 12/31/2062    |
| 7       | HACA  | \$1,700,795  | 1.31%         | 12/31/2062    |

# The Housing Authority of the City of Annapolis



Board of Commissioners Report  
*October 28, 2025*



## The Housing Authority of the City of Annapolis Board of Commissioners

**Bishop Craig Coates**



*Chairman*

**Patrick Sheridan**



*Vice-Chairman*

**Arthur Edwards, Jr.**



*Treasurer*

**Jackie Wells**



*Secretary*

**Kimberlee Cornett**



*Commissioner*

**Henrietta Webb-Herbert**



*Commissioner*

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Consolidated Financial Summary

### PROPERTY SUMMARY REPORT

|                      |   |                                   |                       |
|----------------------|---|-----------------------------------|-----------------------|
| <b>MONTH ENDING</b>  | September 30, 2025  | <b>Funding Source</b>             | Federal & Non Federal |
| <b>PROJECT</b>       | N/A   | <b>State Agency</b>               | N/A                   |
| <b>PROPERTY CODE</b> | .hcvprop^.phprop^.youth^gross14^pcdbg18^pcentral^pcfpg15^pcfpg24^pcfpg23^pcfpg18^pcfpg19^pcfpg20^pcfpg21^pcong^pfss^paningdn^pccober^y^pnccober^pnt20^pobery3^pblum^pfssfor^pcnp^pcannap^pcounty^pyout<br>hhbAussouth | <b>Partnership</b>                | N/A                   |
| <b>LOCATION</b>      | Annapolis, Md   | <b>Financing Type of Property</b> | N/A<br>Entity Wide    |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR MONTH<br/>BALANCE</u> | <u>DEPOSITS &amp;<br/>INTEREST</u> | <u>WITHDRAWALS</u>    | <u>ENDING<br/>BALANCE</u> |
|-----------------------------------|--------------------------------|------------------------------------|-----------------------|---------------------------|
| Cash Operating                    | \$ 28,467                      | \$ 1,240,314                       | \$ (1,342,435)        | \$ (73,654)               |
| Cash Restricted-Security Deposits | \$ 7,505                       | \$ 0                               | \$ (35)               | \$ 7,470                  |
| Cash Restricted-HAP               | \$ -                           | \$ -                               | \$ -                  | \$ -                      |
| <b>TOTAL</b>                      | <b>\$ 35,972</b>               | <b>\$ 1,240,314</b>                | <b>\$ (1,342,470)</b> | <b>\$ (66,184)</b>        |

| <u>MORTGAGE/DEBT<br/>SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL<br/>BALANCE</u> |
|----------------------------------|---------------------|----------------------|------------------------------|
|                                  | N/A                 | N/A                  | N/A                          |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING<br/>BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|---------------------------|
| Resident Receivables, Net         | \$ 373,296           | \$ 287,964     | \$ (256,893)    | \$ 404,366                |
| Accounts Payable                  | \$ (208,252)         | \$ 1,233,043   | \$ (1,814,451)  | \$ (789,660)              |
| Tenant Rental Income              | 307,060.43           | \$ (55,179)    | \$ 199,498      | \$ 451,379                |
| HUD Revenue                       | \$ 2,782,136         |                | \$ 879,882      | \$ 3,662,018              |

### OCCUPANCY SUMMARY

| <u>Unit Type</u>                        | <u>Total Units<br/>Available</u> | <u>Vacancies</u> | <u>Total Units<br/>Occupied</u> | <u>Percent<br/>Occupancy</u> |
|---|----------------------------------|------------------|---------------------------------|------------------------------|
| Efficiency                              | 0                                | 0                | 0                               | N/A                          |
| 1-bedroom                               | 101                              | 10               | 91                              | 90%                          |
| 2-bedroom                               | 239                              | 38               | 201                             | 84%                          |
| 3-bedroom                               | 168                              | 33               | 135                             | 80%                          |
| 4-bedroom                               | 32                               | 2                | 30                              | 94%                          |
| 5-bedroom                               | 4                                | 1                | 3                               | 75%                          |
| <b>Total PUBLIC HOUSING RESIDENTIAL</b> | <b>544</b>                       | <b>84</b>        | <b>460</b>                      | <b>85%</b>                   |
| <u>Unit Type</u>                        | <u>UMA</u>                       | <u>UML</u>       | <u>Percent Occupancy</u>        |                              |
| # of Vouchers                           | 1590                             | 1205             | 75.8%                           |                              |

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Central Office Cost Center

### PROPERTY SUMMARY REPORT

|                      |                    |                         |                                  |
|----------------------|--------------------|-------------------------|----------------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025 | <b>Funding Source</b>   | Fee Revenue & Development Income |
| <b>PROJECT</b>       | Central Office     | <b>State Agency</b>     | N/A                              |
| <b>PROPERTY CODE</b> | pcentral           | <b>Partnership</b>      | N/A                              |
| <b>LOCATION</b>      | Annapolis, Md      | <b>Financing</b>        | N/A                              |
|                      |                    | <b>Type of Property</b> | Main Office                      |

### ACTIVITY YEAR TO DATE

|                                    | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|------------------------------------|-------------------|-------------------|---------------------|
| <b><u>OPERATING INCOME</u></b>     | \$ 397,429        | \$ 124,128        | \$ (273,301)        |
| <b><u>OPERATING EXPENSES</u></b>   | \$ 143,191        | \$ 341,544        | \$ 198,353          |
| <b><u>NET OPERATING INCOME</u></b> | \$ 254,238        | \$ (217,416)      | \$ (471,653)        |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR<br/>BALANCE</u> | <u>DEPOSITS &amp;<br/>INTEREST</u> | <u>WITHDRAWALS</u> | <u>ENDING<br/>BALANCE</u> |
|-----------------------------------|--------------------------|------------------------------------|--------------------|---------------------------|
| Cash Operating                    | \$ (116,760)             | 229,077                            | (548,903)          | \$ (436,586)              |
| Cash Restricted-Security Deposits | \$ -                     | \$ -                               | \$ -               | \$ -                      |
| Cash Restricted-FSS Escrow        | \$ -                     | \$ -                               | \$ -               | \$ -                      |
| Cash Restricted-HAP               | \$ -                     | \$ -                               | \$ -               | \$ -                      |
| <b>TOTAL</b>                      | \$ (116,760)             | \$ 229,077                         | \$ (548,903)       | \$ (436,586)              |
| <b>TOTAL NET OF INTERFUND</b>     | \$ 216,695               | \$ 348,205                         | \$ (548,903)       | \$ 15,997                 |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL<br/>BALANCE</u> |
|------------------------------|---------------------|----------------------|------------------------------|
|                              | N/A                 | N/A                  | N/A                          |

| <u>OTHER SIGNIFICANT ACCOUNTS</u>    | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING<br/>BALANCE</u> |
|--------------------------------------|----------------------|----------------|-----------------|---------------------------|
| Interprogram due from other programs | \$ 333,455           | \$ 119,128     |                 | \$ 452,583                |
| Admin Fee Income                     | \$ -                 |                | \$ -            | \$ -                      |

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Harbor House

### PROPERTY SUMMARY REPORT

|                      |                    |                         |                             |
|----------------------|--------------------|-------------------------|-----------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025 | <b>Funding Source</b>   | Federal - Operating Subsidy |
| <b>PROJECT</b>       | Harbor House       | <b>State Agency</b>     | N/A                         |
| <b>PROPERTY CODE</b> | phh                | <b>Partnership</b>      | N/A                         |
| <b>LOCATION</b>      | Annapolis, Md      | <b>Financing</b>        | N/A                         |
|                      |                    | <b>Type of Property</b> | Public Housing              |



### ACTIVITY YEAR TO DATE

|                             | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|-----------------------------|-------------------|-------------------|---------------------|
| <b>OPERATING INCOME</b>     | \$ 763,778        | \$ 564,067        | \$ (199,711)        |
| <b>OPERATING EXPENSES</b>   | \$ 745,117        | \$ 448,778        | \$ (296,338)        |
| <b>NET OPERATING INCOME</b> | \$ 18,662         | \$ 115,289        | \$ 96,627           |

*\*Note budget for EPT & HH was not separated by AMP. Combined reports provided for budget to actual. 75% budget used for EPT*

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR BALANCE</u> | <u>DEPOSITS &amp; INTEREST</u> | <u>WITHDRAWALS</u>  | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|--------------------------------|---------------------|-----------------------|
| Cash Operating                    | \$ 350,268           | \$ 625,155                     | \$ (600,625)        | \$ 374,798            |
| Cash Restricted-Security Deposits | \$ -                 | \$ -                           | \$ -                | \$ -                  |
| Cash Restricted-FSS Escrow        | \$ -                 | \$ -                           | \$ -                | \$ -                  |
| <b>TOTAL</b>                      | <b>\$ 350,268</b>    | <b>\$ 625,155</b>              | <b>\$ (600,625)</b> | <b>\$ 374,798</b>     |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL BALANCE</u> |
|------------------------------|---------------------|----------------------|--------------------------|
|                              | N/A                 | N/A                  | N/A                      |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|-----------------------|
| Resident Receivables, Net         | \$ 100,728           | \$ 300,505     | \$ (238,277)    | \$ 162,956            |
| Project Payables                  | \$ 134,882           | \$ (325,729)   | \$ 248,554      | \$ 57,708             |
| Tenant Rental Income              | \$ -                 | \$ (51,047)    | \$ 245,073      | \$ 194,026            |
| Operating Subsidy Revenue         | \$ -                 |                | \$ 362,710      | \$ 362,710            |

### OCCUPANCY SUMMARY

| <u>Unit Type</u>         | <u>Income Producing Units</u> | <u>Vacancies</u> | <u>Total Units Occupied</u> | <u>Percent Occupancy</u> |
|--------------------------|-------------------------------|------------------|-----------------------------|--------------------------|
| 1-bedroom                | 69                            | 9                | 60                          | 87%                      |
| 2-bedroom                | 188                           | 38               | 150                         | 80%                      |
| 3-bedroom                | 15                            | 6                | 9                           | 60%                      |
| 4-bedroom                | 0                             | 0                | 0                           | N/A                      |
| 5-bedroom                | 0                             | 0                | 0                           | N/A                      |
| <b>Total RESIDENTIAL</b> | <b>272</b>                    | <b>57</b>        | <b>219</b>                  | <b>76%</b>               |



# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Robinwood

### PROPERTY SUMMARY REPORT

|                      |                    |                         |                             |
|----------------------|--------------------|-------------------------|-----------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025 | <b>Funding Source</b>   | Federal - Operating Subsidy |
| <b>PROJECT</b>       | Robinwood          | <b>State Agency</b>     | N/A                         |
| <b>PROPERTY CODE</b> | prw                | <b>Partnership</b>      | N/A                         |
| <b>LOCATION</b>      | Annapolis, Md      | <b>Financing</b>        | N/A                         |
|                      |                    | <b>Type of Property</b> | Public Housing              |



### ACTIVITY YEAR TO DATE

|                             | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|-----------------------------|-------------------|-------------------|---------------------|
| <b>OPERATING INCOME</b>     | \$ 427,582        | \$ 382,088        | \$ (45,494)         |
| <b>OPERATING EXPENSES</b>   | \$ 371,549        | \$ 236,864        | \$ (134,685)        |
| <b>NET OPERATING INCOME</b> | \$ 56,033         | \$ 145,223        | \$ 89,191           |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR BALANCE</u> | <u>DEPOSITS &amp; INTEREST</u> | <u>WITHDRAWALS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|--------------------------------|--------------------|-----------------------|
| Cash Operating                    | \$ (24,897)          | \$ 552,695                     | \$ (512,792)       | \$ 15,006             |
| Cash Restricted-Security Deposits | \$ -                 | \$ -                           | \$ -               | \$ -                  |
| Cash Restricted-FSS Escrow        | \$ -                 | \$ -                           | \$ -               | \$ -                  |
| <b>TOTAL</b>                      | \$ (24,897)          | \$ 552,695                     | \$ (512,792)       | \$ 15,006             |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL BALANCE</u> |
|------------------------------|---------------------|----------------------|--------------------------|
|                              | N/A                 | N/A                  | N/A                      |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|-----------------------|
| Resident Receivables, Net         | \$ 103,557           | \$ 383,014     | \$ (349,888)    | \$ 136,683            |
| Project Payables                  | \$ 124,365           | \$ (238,475)   | \$ 140,428      | \$ 26,318             |
| Tenant Rental Income              | \$ -                 | \$ (65,341)    | \$ 210,547      | \$ 145,206            |
| Operating Subsidy Revenue         | \$ -                 | \$ -           | \$ 227,864      | \$ 227,864            |

### OCCUPANCY SUMMARY

| <u>Unit Type</u>         | <u>Total Units Available</u> | <u>Vacancies</u> | <u>Total Units Occupied</u> | <u>Percent Occupancy</u> |
|--------------------------|------------------------------|------------------|-----------------------------|--------------------------|
| 1-bedroom                | 0                            | 0                | 0                           | N/A                      |
| 2-bedroom                | 0                            | 0                | 0                           | N/A                      |
| 3-bedroom                | 124                          | 23               | 101                         | 81%                      |
| 4-bedroom                | 21                           | 0                | 21                          | 100%                     |
| 5-bedroom                | 4                            | 1                | 3                           | 75%                      |
| <b>Total RESIDENTIAL</b> | 149                          | 24               | 125                         | 85%                      |

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Bloomsbury Square

### PROPERTY SUMMARY REPORT

|                      |                    |                         |                             |
|----------------------|--------------------|-------------------------|-----------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025 | <b>Funding Source</b>   | Federal - Operating Subsidy |
| <b>PROJECT</b>       | Bloomsbury Square  | <b>State Agency</b>     | N/A                         |
| <b>PROPERTY CODE</b> | pbbsq              | <b>Partnership</b>      | N/A                         |
| <b>LOCATION</b>      | Annapolis, Md      | <b>Financing</b>        | N/A                         |
|                      |                    | <b>Type of Property</b> | Public Housing              |



### ACTIVITY YEAR TO DATE

|                             | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|-----------------------------|-------------------|-------------------|---------------------|
| <b>OPERATING INCOME</b>     | \$ 143,410        | \$ 111,149        | \$ (32,261)         |
| <b>OPERATING EXPENSES</b>   | \$ 118,594        | \$ 84,498         | \$ (34,096)         |
| <b>NET OPERATING INCOME</b> | \$ 24,816         | \$ 26,651         | \$ 1,836            |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR BALANCE</u> | <u>DEPOSITS &amp; INTEREST</u> | <u>WITHDRAWALS</u>  | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|--------------------------------|---------------------|-----------------------|
| Cash Operating                    | \$ 52,936.50         | \$ 128,242.83                  | \$ (116,362.37)     | \$ 64,816.96          |
| Cash Restricted-Security Deposits | \$ 7,575.17          | \$ 0.18                        | \$ (105.00)         | \$ 7,470.35           |
| Cash Restricted-FSS Escrow        | \$ -                 | \$ -                           | \$ -                | \$ -                  |
| <b>TOTAL</b>                      | <b>\$ 60,512</b>     | <b>\$ 128,243</b>              | <b>\$ (116,467)</b> | <b>\$ 72,287</b>      |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL BALANCE</u> |
|------------------------------|---------------------|----------------------|--------------------------|
|                              | N/A                 | N/A                  | N/A                      |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|-----------------------|
| Resident Receivables, Net         | \$ 16,518            | \$ 82,218      | \$ (77,846)     | \$ 20,890             |
| Project Payables                  | \$ 40,007            | \$ (66,311)    | \$ 42,303       | \$ 15,999             |
| Tenant Rental Income              | \$ -                 | \$ (8,665)     | \$ 71,265       | \$ 62,600             |
| Operating Subsidy Revenue         | \$ -                 | \$ -           | \$ 48,258       | \$ 48,258             |

### OCCUPANCY SUMMARY

| <u>Unit Type</u>         | <u>Total Units Available</u> | <u>Vacancies</u> | <u>Total Units Occupied</u> | <u>Percent Occupancy</u> |
|--------------------------|------------------------------|------------------|-----------------------------|--------------------------|
| 1-bedroom                | 14                           | 0                | 14                          | 100%                     |
| 2-bedroom                | 18                           | 0                | 18                          | 100%                     |
| 3-bedroom                | 19                           | 0                | 19                          | 100%                     |
| 4-bedroom                | 0                            | 0                | 0                           | N/A                      |
| <b>Total RESIDENTIAL</b> | <b>51</b>                    | <b>0</b>         | <b>51</b>                   | <b>100%</b>              |

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Housing Choice Voucher Program

### PROPERTY SUMMARY REPORT

|  |   |
|--|---|
| <b>MONTH ENDING</b> September 30, 2025 | <b>Funding Source</b> Federal - Section 8 Program |
| <b>PROJECT</b> HCVF                    | <b>State Agency</b> N/A                           |
| <b>PROPERTY CODE</b> .hcvprop          | <b>Partnership</b> N/A                            |
| <b>LOCATION</b> Annapolis, Md          | <b>Financing</b> N/A                              |
|  | <b>Type of Property</b> Private LandLord          |

### ACTIVITY YEAR TO DATE

|                             | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|-----------------------------|-------------------|-------------------|---------------------|
| <b>OPERATING INCOME</b>     | \$ 2,083,706      | \$ 2,653,643      | \$ 569,937          |
| <b>OPERATING EXPENSES</b>   | \$ 2,752,610      | \$ 2,958,961      | \$ 206,351          |
| <b>NET OPERATING INCOME</b> | \$ (668,904)      | \$ (305,318)      | \$ 363,586          |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR BALANCE</u> | <u>DEPOSITS &amp;<br/>INTEREST</u> | <u>WITHDRAWALS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|------------------------------------|--------------------|-----------------------|
| Cash Operating                    | \$ 92,771            | \$ 4,190,680                       | \$ (4,212,856)     | \$ 70,595             |
| Cash Restricted-Security Deposits | \$ -                 | \$ -                               | \$ -               | \$ -                  |
| Cash Restricted-FSS Escrow        | \$ -                 | \$ -                               | \$ -               | \$ -                  |
| Cash Restricted-HAP               | \$ -                 | \$ -                               | \$ -               | \$ -                  |
| <b>TOTAL</b>                      | \$ 92,771            | \$ 4,190,680                       | \$ (4,212,856)     | \$ 70,595             |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL<br/>BALANCE</u> |
|------------------------------|---------------------|----------------------|------------------------------|
|                              | N/A                 | N/A                  | N/A                          |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|-----------------------|
| HAP Subsidy Receivable            | \$ -                 | \$ -           | \$ -            | \$ -                  |
| Admin Fee Income                  | \$ -                 | \$ (66,355)    | \$ 280,928      | \$ 214,573            |
| HAP Subsidy                       | \$ -                 | \$ (608,918)   | \$ 3,045,511    | \$ 2,436,593          |
| HAP Expenses                      | \$ -                 | \$ -           | \$ -            | \$ -                  |

### OCCUPANCY SUMMARY

|                  |            |            |                          |
|------------------|------------|------------|--------------------------|
| <u>Unit Type</u> | <u>UMA</u> | <u>UML</u> | <u>Percent Occupancy</u> |
| # of Vouchers    | 882        | 748        | 84.8%                    |

# HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

## Family Self Sufficiency Program

### PROPERTY SUMMARY REPORT

|                      |  |                         |                             |
|----------------------|--|-------------------------|-----------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025                               | <b>Funding Source</b>   | Federal - Operating Subsidy |
| <b>PROJECT</b>       | Public Housing &<br>HCVP Program<br>Participants | <b>State Agency</b>     | N/A                         |
| <b>PROPERTY CODE</b> | pfss   | <b>Partnership</b>      | N/A                         |
| <b>LOCATION</b>      | Annapolis, Md                                    | <b>Financing</b>        | N/A                         |
|                      |  | <b>Type of Property</b> | N/A                         |

### ACTIVITY YEAR TO DATE

|                             | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|-----------------------------|-------------------|-------------------|---------------------|
| <b>OPERATING INCOME</b>     | \$ 28,774         | \$ 5,926          | \$ (22,848)         |
| <b>OPERATING EXPENSES</b>   | \$ 27,278         | \$ 15,959         | \$ (11,319)         |
| <b>NET OPERATING INCOME</b> | \$ 1,495          | \$ (10,033)       | \$ (11,528)         |

### SUPPLEMENTAL DATA

| <u>CASH/RESERVE A/C's</u>         | <u>PRIOR BALANCE</u> | <u>DEPOSITS &amp;<br/>INTEREST</u> | <u>WITHDRAWALS</u> | <u>ENDING<br/>BALANCE</u> |
|-----------------------------------|----------------------|------------------------------------|--------------------|---------------------------|
| Cash Operating                    | \$ 1,390             | \$ 5,926                           | \$ (23,262)        | \$ (15,946)               |
| Cash Restricted-Security Deposits | \$ -                 | \$ -                               | \$ -               | \$ -                      |
| Cash Restricted-FSS Escrow        | \$ -                 | \$ -                               | \$ -               | \$ -                      |
| <b>TOTAL</b>                      | <b>\$ 1,390</b>      | <b>\$ 5,926</b>                    | <b>\$ (23,262)</b> | <b>\$ (15,946)</b>        |

| <u>MORTGAGE/DEBT SERVICE</u> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL<br/>BALANCE</u> |
|------------------------------|---------------------|----------------------|------------------------------|
|                              | N/A                 | N/A                  | N/A                          |

| <u>OTHER SIGNIFICANT ACCOUNTS</u> | <u>PRIOR BALANCE</u> | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING<br/>BALANCE</u> |
|-----------------------------------|----------------------|----------------|-----------------|---------------------------|
| FSS Escrow Liability              | \$ -                 | \$ -           | \$ -            | \$ -                      |
| Project Payables                  | \$ 5,917.12          | \$ (13,525.28) | \$ 12,176.38    | \$ 4,568                  |
| Tenant Rental Income              | \$ -                 | \$ -           | \$ -            | \$ -                      |
| Operating Subsidy Revenue         | \$ -                 |                | \$ -            | \$ -                      |

### OCCUPANCY SUMMARY

| <u>Unit Type</u>         | <u>Total Units<br/>Available</u> | <u>Vacancies</u> | <u>Total Units<br/>Occupied</u> | <u>Percent<br/>Occupancy</u> |
|--------------------------|----------------------------------|------------------|---------------------------------|------------------------------|
| 1-bedroom                | -                                | -                | -                               | 0%                           |
| 2-bedroom                | -                                | -                | -                               | 0%                           |
| 3-bedroom                | -                                | -                | -                               | 0%                           |
| 4-bedroom                | -                                | -                | -                               | 0%                           |
| <b>Total RESIDENTIAL</b> | <b>-</b>                         | <b>-</b>         | <b>-</b>                        | <b>0%</b>                    |

## ROSS Grant

### PROPERTY SUMMARY REPORT

|                      |                    |                         |                             |
|----------------------|--------------------|-------------------------|-----------------------------|
| <b>MONTH ENDING</b>  | September 30, 2025 | <b>Funding Source</b>   | Federal - Operating Subsidy |
| <b>PROJECT</b>       | Ross               | <b>State Agency</b>     | N/A                         |
| <b>PROPERTY CODE</b> | pross14            | <b>Partnership</b>      | N/A                         |
| <b>LOCATION</b>      | Annapolis, Md      | <b>Financing</b>        | N/A                         |
|                      |                    | <b>Type of Property</b> | N/A                         |

### ACTIVITY YEAR TO DATE

|                                    | <u>YTD BUDGET</u> | <u>YTD ACTUAL</u> | <u>YTD VARIANCE</u> |
|------------------------------------|-------------------|-------------------|---------------------|
| <b><u>OPERATING INCOME</u></b>     | \$ 31,451         | \$ 8,954          | \$ (22,497)         |
| <b><u>OPERATING EXPENSES</u></b>   | \$ 25,325         | \$ 21,158         | \$ (4,167)          |
| <b><u>NET OPERATING INCOME</u></b> | \$ 6,126          | \$ (12,204)       | \$ (18,330)         |

### SUPPLEMENTAL DATA

|                                  |                                   | <u>PRIOR<br/>BALANCE</u> | <u>DEPOSITS &amp;<br/>INTEREST</u> | <u>WITHDRAWALS</u> | <u>ENDING<br/>BALANCE</u> |
|----------------------------------|-----------------------------------|--------------------------|------------------------------------|--------------------|---------------------------|
| <b><u>CASH/RESERVE A/C's</u></b> |                                   |                          |                                    |                    |                           |
|                                  | Cash Operating                    | \$ (24,210)              | \$ 8,954                           | \$ (21,158)        | \$ (36,415)               |
|                                  | Cash Restricted-Security Deposits | \$ -                     | \$ -                               | \$ -               | \$ -                      |
|                                  | Cash Restricted-FSS Escrow        | \$ -                     | \$ -                               | \$ -               | \$ -                      |
|                                  | <b>TOTAL</b>                      | <b>\$ (24,210)</b>       | <b>\$ 8,954</b>                    | <b>\$ (21,158)</b> | <b>\$ (36,415)</b>        |

| <b><u>MORTGAGE/DEBT SERVICE</u></b> | <u>YTD INT PAID</u> | <u>YTD PRIN PAID</u> | <u>PRINCIPAL<br/>BALANCE</u> |
|-------------------------------------|---------------------|----------------------|------------------------------|
|                                     | N/A                 | N/A                  | N/A                          |

|  | <u>PRIOR<br/>BALANCE</u>  | <u>CHARGES</u> | <u>PAYMENTS</u> | <u>ENDING<br/>BALANCE</u> |
|--|---------------------------|----------------|-----------------|---------------------------|
| <b><u>OTHER SIGNIFICANT ACCOUNTS</u></b> |                           |                |                 |                           |
|  | Subsidy Receivables       | \$ 38,238      | \$ -            | \$ 38,238                 |
|  | Operating Subsidy Revenue | \$ -           | \$ -            | \$ -                      |

## Resolutions

- ADMIN 102825-01      Community Development Block Grant Program- CDBG Funds
- ADMIN 102825-02      Authorizing Change in Resident Agent (RA)
- FIN 102825-01      Independent Contractor CFO
- FIN 102825-02      Allegiance Management & Investments LLC for Property Management Performance Services
- FIN 102825-03      Quadel Consulting and Training, LLC (Quadel) for FSS Services
- FIN 102825-04      Northern Bay Environmental Systems, Inc. for HVAC, Furnace Replacement Services

**Resolution  
of  
The Housing Authority of the City of Annapolis  
Board of Commissioners**

**A Resolution to approve Community Development Block Grant Program**

**Resolution No. ADMIN 102825-01**

**WHEREAS**, effective July 1, 2025, The Housing Authority of the City of Annapolis entered into agreement with the City of Annapolis by and between the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the “City”) and the HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, a Maryland quasi-governmental entity, (the “Subrecipient”).

**WHEREAS**, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (“HCD Act”), Public Law 93-383 (collectively, the “Funds” or “CDBG Funds”); and

**WHEREAS**, the City wishes to engage the Subrecipient to assist the City in utilizing such Funds.

**WHEREAS**, the Housing Authority of the City of Annapolis was awarded \$60,000 of CDBG funding.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties, acknowledge the parties agree to the City of Annapolis Agreement.

**NOW THEREFORE BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Annapolis does hereby authorize the Executive Director to sign as the Subrecipient, and the City have caused this Agreement to be executed under Seal as of the day and year written and acknowledged.

**RESOLVED this 28th day of October 2025**

**Resolution No. ADMIN 102825-01**

**The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting.**

|                        |                                   |                                      |                                  |
|------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                  | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Craig Coates, Chairman |                                   |                                      |                                  |

|                                 |                                   |                                      |                                  |
|---------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Patrick Sheridan, Vice-Chairman |                                   |                                      |                                  |

|                                |                                   |                                      |                                  |
|--------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                          | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Arthur Edwards, Jr., Treasurer |                                   |                                      |                                  |

|                               |                                   |                                      |                                  |
|-------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                         | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Jacquelyn V. Wells, Secretary |                                   |                                      |                                  |

|                                 |                                   |                                      |                                  |
|---------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Kimberlee Cornett, Commissioner |                                   |                                      |                                  |

|                                      |                                   |                                      |                                  |
|--------------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                                | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Henrietta Webb-Herbert, Commissioner |                                   |                                      |                                  |



## CITY OF ANNAPOLIS AGREEMENT

**THIS AGREEMENT** entered this \_\_\_\_ day of \_\_\_\_\_, 2025, effective July 1, 2025, by and between the CITY OF ANNAPOLIS, a municipal corporation of the State of Maryland (the "City") and the HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, a Maryland quasi-governmental entity, (the "Subrecipient").

**WHEREAS**, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended ("HCD Act"), Public Law 93-383 (collectively, the "Funds" or "CDBG Funds"); and

**WHEREAS**, the City wishes to engage the Subrecipient to assist the City in utilizing such Funds.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties, acknowledge the parties agree as follows:

### I. SCOPE OF SERVICE

#### A. ACTIVITIES

The Subrecipient shall provide support to continue to rehabilitate housing units that are rented to low- and moderate-income tenants. CDBG funds may be used for infrastructure improvements as well. Rehabilitation will include, but not limited to, replacement of roofs, HVAC systems, appliances, cabinets, garbage disposals, lead abatement, plumbing, electrical upgrades, and addressing drainage issues. Such Project shall include the following activities eligible under the Community Development Block Grant program ("CDBG Program") classified as Public Housing Modernization 24 CFR 570.202(a)(2), as may be amended:

*Program Delivery:* The Subrecipient shall improve livability by rehabilitating 357 units of public housing.

#### B. NATIONAL OBJECTIVES

Pursuant to 24 CFR 570.200(a) of the Rules and Regulations of HUD, the proposal funded under this PROGRAM meets Low/Mod Limited Clientele Standard [570.208(a)(2)]. Beneficiaries live in HUD public housing which income eligibility requirements limit activity exclusively to low/mod persons [LMC] [570.208(a)(2)(i)(C)].

#### C. LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient shall provide the following levels of Project services:

| <u>Activity</u>              | <u>Total Units/Year</u> |
|------------------------------|-------------------------|
| Public Housing Modernization | 357 units               |

#### D. STAFFING

The Subrecipient shall maintain one three full time staff that shall work on these Projects.

E. PERFORMANCE MONITORING

The City shall monitor the performance of the Subrecipient against goals and performance standards as stated above and elsewhere in this Agreement. Substandard performance as determined by the City, in its sole discretion, shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the City, Agreement suspension or termination procedures shall be initiated by the City and the City shall have the unconditional right to recapture from all Funds already disbursed to the Subrecipient.

**II. TIME OF PERFORMANCE/TERM**

Services of the Subrecipient shall start on July 1, 2025 and end June 30, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional period during which the Subrecipient remains in control of CDBG Funds or other CDBG assets, including CDBG Program or Project income.

**III. BUDGET**

| <u>Line Item</u>             | <u>Amount:</u> |
|------------------------------|----------------|
| Public Housing Modernization | \$60,000.00    |

Any indirect costs charged by the Subrecipient shall be consistent with the conditions of Paragraph IX of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained in this Agreement, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget in this Paragraph III shall be approved in writing by both the City and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount of Funds to be paid by the City under this Agreement shall not exceed Sixty Thousand Dollars and 00 Cents (\$60,000.00). Drawdown for payment of eligible Project expenses and general administration expenses shall be made against the line item Budget specified in Paragraph III of this Agreement, and in accordance with performance by the Subrecipient under this Agreement.

Payments by the City may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21, as may be amended.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following party representatives:

City:  
Denise Ruffin, Administrator  
City of Annapolis  
Planning and Zoning Dept.  
145 Gorman Street  
Annapolis, MD 21401  
410-263-7961  
410-263-1169 FAX

Subrecipient  
Melissa Maddox-Evans  
Executive Director  
1217 Madison Street  
Annapolis MD 21403  
410-267-8000  
410-263-8004 FAX

## **VI. SPECIAL CONDITIONS**

If the Subrecipient is found to be taking actions designed to discourage the sale or rental of affordable housing within the confines of the City, it shall not be eligible to receive CDBG Funds, and the City may terminate this Agreement pursuant to Paragraph VII(G) of this Agreement.

## **VII. GENERAL CONDITIONS**

### **A. GENERAL COMPLIANCE**

The Subrecipient shall comply with the requirements of Title 24 of the CFR, Part 570, as may be amended, including subpart K, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities as described in 24 CFR 570.604, as may be amended, and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52, as may be amended. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies governing the Funds provided under this Agreement. The Subrecipient shall further utilize the Funds available under this Agreement to supplement rather than supplant funds otherwise available.

### **B. "INDEPENDENT CONTRACTOR"**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient at all times shall remain an "independent contractor" with respect to the services and the Project to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life, and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

### **C. WORKERS' COMPENSATION**

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, including the Project.

### **D. INSURANCE & BONDING**

1. The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City under this Agreement.

2. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, as may be amended.

### **E. CITY RECOGNITION**

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with the Funds made available under this Agreement.

F. AMENDMENTS

1. Either the City or the Subrecipient may amend this Agreement at any time provided that such amendments shall make specific reference to this Agreement, and shall be executed in writing, signed by a duly authorized representative of each party, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Subrecipient from its obligations under this Agreement.

2. The City, in its discretion, may amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments under this Paragraph VII(F)(2) result in a change in the Funding, the scope of services or Project, or the schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by the duly authorized representatives of both the City and the Subrecipient, and approved by the City's governing body.

G. SUSPENSION OR TERMINATION

1. In accordance with 24 CFR 85.43, as may be amended, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which includes, but is not limited to, the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of Funds provided under this Agreement; and/or
- d. Submission by the Subrecipient to the City of any reports that are incorrect or incomplete in any material respect.

2. In accordance with 24 CFR 85.44, as may be amended, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the Funds shall not accomplish the purpose and the Project for which the Funds were made available, the City may terminate and recapture the Funds in their entirety.

3. All reports, plans, surveys, information, documents, maps, and other data procedures, including electronic files, developed, prepared, assembled or completed by the Subrecipient for the purpose of this Agreement shall become the property of the City, without restriction, reservation or limitation of their use, and shall be made available by the Subrecipient within the earlier of thirty (30) days of termination of this Agreement or completion of all work contemplated under this Agreement. Copies of all of the above data shall also be delivered to the applicable grantor agency(s).

4. The Subrecipient shall not be relieved of liability sustained by the City by virtue of any breach of this Agreement by the Subrecipient, or any suspension or termination.

## **VIII. INDEMNIFICATION**

### **A. GENERAL INDEMNIFICATION**

The Subrecipient shall, at its sole expense, fully indemnify, defend, and hold the City and its elected officials, appointees, directors, employees, agents, contractors and representatives harmless from and against any and all injuries, damages, omissions, commissions, claims, suits, actions or cause of actions, liability and judgments for damages, including attorneys' fees, accruing as a result of services performed, or not performed, pursuant to this Agreement. This indemnification shall include, but not be limited to:

1. Actual and/or alleged injury to persons or property, including loss of use of property, whether or not such property is physically damaged or destroyed, in any way arising out of or through, or alleged to arise out of or through, the acts or omissions of the Subrecipient, or its officers, agents, employees, or contractors, or to which acts or omissions the Subrecipient or any of its officers, agents, employees or contractor in any way contribute in the performance of any part of this Agreement.

2. For the Subrecipient's actual or alleged failure to comply with the provisions of any statute, law, regulation or ordinance of the United States, State of Maryland, Anne Arundel County, the City or of any other agency applicable to the Subrecipient in its business if the claim, suit, action, liability or judgment is related in any manner to the performance or nonperformance of this Agreement.

3. For the Subrecipient's actual or alleged failure to obtain any and all necessary licenses, permits, authorizations, or other such approvals associated with the Project, this Agreement, and/or CDBG Program.

### **B. PARTICIPATION IN DEFENSE**

Paragraph VIII(A) of this Agreement shall not be construed so as to prevent those indemnified as stated herein from participating in the defense of any litigation by its own counsel at the Subrecipient's sole expense. Such participation shall not under any circumstances relieve the Subrecipient from its duty of defense against liability or of paying any judgment entered against such party.

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. FINANCIAL MANAGEMENT**

1. *Accounting Standards:* The Subrecipient shall comply with 24 CFR 84.21 28, as may be amended, and shall adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred pursuant to this Agreement.

2. *Cost Principles:* The Subrecipient shall administer its Project in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" and A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred pursuant to this Agreement whether charged on a direct or indirect basis.

### **B. DOCUMENTATION AND RECORD KEEPING**

1. *Records to be Maintained:* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, as may be amended, that are pertinent to the activities and the Project to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of each activity/Project undertaken.
- b. Records demonstrating that each activity/Project undertaken meets one of the National Objectives of the CDBG Program.
- c. Records required to determine the eligibility of activities/Project.
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG Funds or CDBG assistance.
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program.
- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21 28, as may be amended.
- g. All other records necessary to document compliance with Subpart K of 24 CFR Part 570, as may be amended.

2. *Retention:* The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the Project and the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four (4) year period, then all such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the four (4) year period, whichever occurs later.

3. *Client Data:* The Subrecipient shall maintain client data demonstrating client eligibility for services provided for the Project and pursuant to this Agreement. Such data shall include, but not be limited to, client name, address, income level and/or other basis for determining eligibility, and description of service provided. Such information shall be made available to City employees and representatives, or their designees, for review upon request.

4. *Disclosure:* The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the applicable State and Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. *Close-outs:* The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this Agreement's close-out period shall include, but are not limited to, making final payments, disposing of Project assets (including the return of all unused materials, equipment, unspent cash advances, Project income balances, and accounts receivable to the City), and determining the custodianship of all records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG Funds, including CDBG Program or Project income.

6. *Audits & Inspections:* All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the applicable grantor agency(s), and the Comptroller General of the United States,

or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports shall be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with these audit requirements shall constitute a violation of this Agreement and may result in the City withhold future Funds and/or payments. The Subrecipient shall have an annual agency audit conducted in accordance with current City policy concerning subrecipient audits and with OMB Circular A-133.

C. REPORTING AND PAYMENT PROCEDURES

1. *Program Income:* The Subrecipient shall report annually all CDBG Program income, as defined in 24 CFR 570.500(a) as may be amended, generated by activities and the Project carried out with CDBG Funds made available under this Agreement. The use of CDBG Program income by the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504, as may be amended. By way of further limitations, the Subrecipient may use such income during the Agreement term for activities permitted under this Agreement, and shall reduce requests for additional Funds by the amount of any such CDBG Program income balances on hand. All unexpended CDBG Program income shall be returned to the City at the end of the Agreement term. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account shall not be considered CDBG Program income, and shall be remitted promptly to the City.

2. *Progress Reports:* The Subrecipient shall report on CDBG Program beneficiaries on a quarterly basis, including reporting beneficiaries by race/ethnicity (using categories determined by HUD) and gender of head of household, by using the Quarterly Progress Report included as **Appendix A** of this Agreement. Each Quarterly Progress Report shall cover a calendar quarter and shall be due fifteen (15) days following the end of each calendar quarter.

3. *Indirect Costs:* If indirect costs are charged pursuant to this Agreement, the Subrecipient shall develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs, and shall submit such plan to the City for written approval and in a form specified by the City.

4. *Payment Procedures:* The City shall pay to the Subrecipient the Funds available under this Agreement based upon information and documentation submitted by the Subrecipient, including the Payment Request forms included as **Appendix C**, and consistent with the approved budget in Paragraph III and with any City policy concerning payments. With the exception of certain advances, payments shall be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements or the sum specified in Paragraph IV of this Agreement. Payments shall be adjusted by the City in accordance with advance Fund and CDBG Program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate Funds available under this Agreement for costs incurred by the City on behalf of the Subrecipient.

D. PROCUREMENT

1. *Compliance:* The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such City policy as may be procured with Funds provided herein. All Project assets, including unexpended CDBG Program or Project income, property, equipment, etc., shall revert to the City upon termination of this Agreement.

2. *OMB Standards:* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40 48, as may be amended.

3. *Travel:* The Subrecipient shall obtain prior written approval from the City for any travel outside the metropolitan area with Funds provided under this Agreement.

E. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable and as may be amended, which include, but are not limited to, the following:

1. The Subrecipient shall transfer to the City any CDBG Funds on hand and any accounts receivable attributable to the use of Funds under this Agreement at the time of expiration, cancellation, or termination of this Agreement.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with Funds under this Agreement in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208, as may be amended, until five (5) years after expiration of this Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute CDBG Program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be CDBG Program income, and shall be prorated to reflect the extent to that Funds received under this Agreement were used to acquire such equipment. Equipment not needed by the Subrecipient for activities or the Project under this Agreement shall be (a) transferred to the City for the CDBG Program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire such equipment.

## **X. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient shall comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as may be amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b), as may be amended; (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act, as may be amended; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies, as may be amended. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2), as may be amended, that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient shall also comply with all applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

## **XI. PERSONNEL & PARTICIPANT CONDITIONS**

### **A. CIVIL RIGHTS**

1. *Compliance:* The Subrecipient shall comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, as all or any may be amended.

2. *Nondiscrimination:* The Subrecipient shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by



Executive Order 13279 and as may be further amended. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable to this Agreement and the Subrecipient.

3. *Land Covenants:* This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602, as all may be amended. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as defined in this Agreement, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the Project assisted hereunder, shall take such measures as are necessary to enforce such covenant, and shall not itself so discriminate.

4. *Section 504:* The Subrecipient shall comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as may be amended, which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. AFFIRMATIVE ACTION

1. *Approved Plan:* The Subrecipient shall be committed to carrying out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action Program guidelines to the Subrecipient to assist in the formulation of such a program. The Subrecipient shall submit a plan for an Affirmative Action Program for written approval prior to the award of Funds under this Agreement.

2. *Women- and Minority-Owned Businesses (W/MBE):* The Subrecipient shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Hispanic Americans, Pacific Islander Americans, and Native Americans. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. *Access to Records:* The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder, and shall permit access to its books, records, and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated in this Agreement.

4. *Notifications:* The Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:* The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. *Subcontract Provisions:* The Subrecipient shall include the provisions of Paragraphs XI(A) and (B) in every subcontract or purchase order, specifically or by reference, so that such provisions shall be binding upon each of its own subrecipients or subcontractors.

C. EMPLOYMENT RESTRICTIONS

1. *Prohibited Activity:* The Subrecipient shall be prohibited from using Funds provided herein or personnel employed in the administration of the Project for political activities; inherently religious activities; lobbying; political patronage; and/or nepotism activities.

2. *Labor Standards:* The Subrecipient shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as may be amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*), as may be amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement (**Appendix D**). The Subrecipient shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5, as all may be amended. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this Paragraph. Such documentation shall be made available to the City for review upon request.

1

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of Two Thousand Dollars (\$2,000.00) for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7, as may be amended, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this Paragraph.

3. *"Section 3" Clause:*

- a. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, as may be amended, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance and/or Funds provided under this Agreement and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these "Section 3" requirements.

The Subrecipient shall further comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements

of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient shall further ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG Funded Project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the Project or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG Funded Project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notifications: The Subrecipient shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this “Section 3” Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. Subcontracts: The Subrecipient shall include this “Section 3” Clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by any applicable grantor agency(s). The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, as may be amended, and shall not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these “Section 3” regulations.

D. CONDUCT

1. Assignability: The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval but still with written notice of any such assignment or transfer furnished promptly to the City.

2. Subcontracts:

- a. Approvals: The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such subcontract or other agreement.

- b. Monitoring: The Subrecipient shall monitor all subcontracted services on a regular basis to assure compliance with its own subcontract or other agreement and with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct all areas of noncompliance, which results and reports shall be provided to the City upon request.
  - c. Content: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract or other agreement executed in the performance of this Agreement.
  - d. Selection Process: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.
3. *Hatch Act*: The Subrecipient agrees that no Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C., as may be amended.
- 2
4. *Conflict of Interest*: The Subrecipient shall abide by the provisions of 24 CFR 84.42 and 570.611, as may be amended, which include, but are not limited to, the following:
- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
  - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
  - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.
5. *Lobbying*: The Subrecipient hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit to the City Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with that Form's instructions.
- c. The Subrecipient shall require that the following language be included in the award documents for all subawards or subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or all applicable grantor agencies reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that Funds provided under this Agreement shall not be utilized for inherently religious activities as prohibited by 24 CFR 570.200(j), as may be amended, such as worship, religious instruction, or proselytization.

## **XII. ENVIRONMENTAL CONDITIONS**

A. AIR AND WATER

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this Agreement:

- 1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*, as may be amended.
- 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as may be amended, including Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and the Environmental Protection Agency regulations pursuant to 40 CFR Part 50, as may be amended.

B. FLOOD DISASTER PROTECTION

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), as may be amended, the Subrecipient shall assure that for activities/Project located in an area identified by the Federal

Emergency Management Agency as having special flood hazards that flood insurance under the National Flood Insurance Program shall be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. LEAD-BASED PAINT

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B, as may be amended. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven (7) years of age. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. HISTORIC PRESERVATION

The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as may be amended (16 U.S.C. 470), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, as may be amended, insofar as they apply to the performance of this Agreement and/or the Project. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

### **XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

### **XIV. WAIVERS**

1. The Subrecipient, for itself and on behalf of its contractors, employees, agents and officers, hereby waives any and all claims and causes of action against the City and its elected officials, appointees, directors, employees, agents, contractors, and representatives that may result in or be related to any losses, costs, damages, or injuries to persons or property, arising out of or in connection with, in whole or in part, directly or indirectly, to the Subrecipient's participation in the CDBG Program or this Agreement.

2. Nothing herein shall be interpreted or construed to waive, in whole or in part, or to otherwise diminish the City's statutory, common law or other immunities in any action in tort, in contract or in any other form. If any duty assumed by the City under the terms of this Agreement, or any action taken by the City pursuant to any such term, is construed to waive, in whole or in part, any such immunity, then the immunity shall nevertheless be fully restored, and shall bind and protect the parties as a contractual undertaking.

3. The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **XV. GOVERNING LAW**

1. This Agreement shall be construed in accordance with the laws of the State of Maryland and any action brought hereunder shall be brought in the courts of the State of Maryland, with venue solely in Anne Arundel County.

2. The parties waive trial by jury in any action brought pursuant to this Agreement.

## **XVI. PARAGRAPH HEADINGS AND SUBHEADINGS**

The Paragraph headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **XVII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of Funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

**IN WITNESS WHEREOF**, the Subrecipient and the City have caused this Agreement to be executed under Seal as of the day and year written above.

WITNESS

HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS

\_\_\_\_\_

by: \_\_\_\_\_

Melissa Maddox-Evans  
Executive Director

ATTEST:

CITY OF ANNAPOLIS

By:

\_\_\_\_\_  
Regina C. Watkins-Eldridge, MMC, City  
Clerk

\_\_\_\_\_  
Gavin Buckley, Mayor (Seal)

APPROVED FOR SUFFICIENT APPROPRIATIONS AND  
AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Brittany E. Moran, Director  
Finance Department  
Source of Funds: 2100-578025-81074

APPROVED FOR FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Office of Law  
D. Michael Lyles, City Attorney

Appendix A  
Appendix C



**UNANIMOUS RESOLUTIONS OF THE MEMBERS  
OF BOARD OF DIRECTORS**

**HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS**  
A Maryland Public Housing Authority

The undersigned directors (the “**Directors**”) of the HOUSING AUTHORITY OF THE CITY OF ANNAPOLIS, a Maryland public housing authority (the “**Housing Authority**”), pursuant to Section 2-408 of the Maryland General Corporate Law, execute this resolution for the purpose of acknowledging, assenting to, and specifically authorizing the Housing Authority to take the actions pursuant to the matters contained herein.

The Directors resolve and agree that:

1. The Housing Authority be and is hereby authorized to designate Melissa Maddox-Evans (the “**Executive Director**”) as resident agent of the Housing Authority.
2. The Housing Authority is hereby authorized and approved to designate 1217 Madison Street, Annapolis, Maryland 21403 as the principal address of the Housing Authority.
3. The approval of the Directors is hereby deemed conclusively evidenced by the execution and delivery of the documents.
4. The Executive Director is authorized to do any and all acts which in their judgment may be necessary or advisable to carry out the intent of these resolutions.
5. The above resolutions have not been altered, amended, rescinded or repealed.
6. These resolutions may be executed in one or more counterpart copies, all of which shall constitute but one original.

IN WITNESS WHEREOF the Directors have unanimously entered into these resolutions as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**WITNESS:**

\_\_\_\_\_

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\_\_\_\_\_

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**DIRECTORS:**

\_\_\_\_\_

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\_\_\_\_\_

**Resolution  
of  
The Housing Authority of the City of Annapolis  
Board of Commissioners**

**A Resolution to approve Independent Contractor for CFO Services**

**Resolution No. FIN 102825-01**

**WHEREAS**, the Housing Authority of the City of Annapolis (HACA) needs to find a qualified Chief Financial Officer to replace Marisa Stanley prior to the expiration of her temporary contract; and

**WHEREAS**, HACA needs to search a wider pool of potential candidates. HACA needs to efficiently vet potential candidates to best match HACA's requirements for the CFO position; and

**WHEREAS**, it was determined that HACA would continue to use the services of Marisa Stanley as an independent contractor to provide services to the finance department as a contracted CFO until a new CFO is hired.; and

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners that the Executive Director is authorized to execute a contract with Marisa Stanley to provide temporary contractual services as CFO.

**BE IT FURTHER RESOLVED**, that the CFO contract shall not exceed \$144,000 without further authorization from the Board.

**RESOLVED this 28th day of October 2025**

**Resolution No. FIN 102825-01**

**The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting.**

|                        |                                   |                                      |                                  |
|------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                  | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Craig Coates, Chairman |                                   |                                      |                                  |

|                                 |                                   |                                      |                                  |
|---------------------------------|-----------------------------------|--------------------------------------|----------------------------------|
| _____                           | <input type="checkbox"/> Approved | <input type="checkbox"/> Disapproved | <input type="checkbox"/> Abstain |
| Patrick Sheridan, Vice-Chairman |                                   |                                      |                                  |

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| Arthur Edwards, Jr., Treasurer |                                   |                                      |                                  |

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| Jacquelyn V. Wells, Secretary |                                   |                                      |                                  |

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| Kimberlee Cornett, Commissioner |                                   |                                      |                                  |

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| Henrietta Webb-Herbert, Commissioner |                                   |                                      |                                  |

**Resolution  
of  
The Housing Authority of the City of Annapolis  
Board of Commissioners**

**A Resolution Approving the Engagement of Allegiance Management & Investments LLC  
for Property Management Performance Optimization Services**

**Resolution No. FIN 102825-02**

**WHEREAS**, the Housing Authority of the City of Annapolis (HACA) is in urgent need of improving occupancy rates, enhancing rent collection, ensuring licensing compliance, training property management staff, and establishing standard operating procedures for property management; and

**WHEREAS**, Allegiance Management & Investments LLC has been identified as a qualified consultant with over 20 years of expertise in property management, with a proven track record of enhancing operational efficiency, increasing occupancy rates, and optimizing rent collection; and

**WHEREAS**, Allegiance Management & Investments LLC will be responsible for:

1. Conducting root-cause analysis and developing leasing strategies to achieve a 95% occupancy rate.
2. Optimizing rent collection processes to increase the collection rate from 42% to 90% within six months and to 97% by year-end.
3. Conducting licensing audits and ensuring full compliance with local, state, and federal regulations.
4. Developing and implementing targeted training programs for property management staff.
5. Creating and establishing standard operating procedures (SOPs) for all major property management functions.

**WHEREAS**, Allegiance Management & Investments LLC will be responsible for the following HACA properties:

- Bloomsbury Square (51 units)
- Robinwood (150 units)
- Harbour House/Eastport Terrace (357 units)

**WHEREAS**, the engagement of Allegiance Management & Investments LLC will be for a period from November 2025 to October 2026, for a total fee not exceeding \$245,000; and

**WHEREAS**, the costs associated with this engagement will be funded through The City of Annapolis and County of Annapolis Grants; and

**Resolution No. FIN 102825-02**

**WHEREAS**, the Executive Director seeks Board approval to engage Allegiance Management & Investments LLC under these terms to improve the operational and financial performance of HACA's property management services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Executive Director is hereby authorized to execute an agreement with Allegiance Management & Investments LLC for the services mentioned for a sum not exceeding \$245,000 for the specified term, without further Board approval.

**RESOLVED** this 28th day of October 2025

**The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting.**

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| Craig Coates, Chairman |                                   |                                      |                                  |

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| Patrick Sheridan, Vice-Chairman |                                   |                                      |                                  |

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| Aruthur Edwards, Jr., Treasurer |                                   |                                      |                                  |

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| Jacquelyn V. Wells, Secretary |                                   |                                      |                                  |

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| Kimberly Cornett, Commissioner |                                   |                                      |                                  |

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| Henrietta Webb-Herbert, Commissioner |                                   |                                      |                                  |

**Resolution  
of  
The Housing Authority of the City of Annapolis  
Board of Commissioners**

**A Resolution Approving the Engagement of Quadel Consulting and Training, LLC  
(Quadel) for the Family Self-Sufficiency (FSS) Program Assessment and Technical  
Assistance services**

**Resolution No. FIN 102825-03**

**WHEREAS**, the Housing Authority of the City of Annapolis (HACA) is in urgent need of management services for its FSS program.; and

**WHEREAS**, Quadel Consulting and Training, LLC (Quadel) has been identified as a qualified consultant with over 50 years of expertise in administering FSS programs, providing technical assistance, training and program support services to PHAs.; and

**WHEREAS**, Quadel Consulting and Training, LLC (Quadel) will be responsible for:

1. Verify accuracy and completeness of all participant data and escrow balances
2. Confirm whether any Public Housing or Project-Based Rental Assistance (PBRA) families are eligible or participating in the FSS program, and ensure policies and procedures address all applicable program types
3. Improve program alignment with HUD's updated tools, forms, and data systems
4. Evaluate and update the FSS Action Plan and related procedures for compliance
5. Strengthen coordination between FSS case management and recertification staff
6. Establish clear accountability through a RACI framework and training plan
7. Build capacity for data-driven program management using HUD's FAM Score and required reporting tools
8. Support the Resident Services Coordinator with grant administration, reporting, and partnership development
9. Provide ongoing technical assistance, staff training, and monitoring to maintain HUD compliance
10. Optimizing rent collection processes to increase the collection rate from 42% to 90% within six months and to 97% by year-end.
11. Conducting licensing audits and ensuring full compliance with local, state, and federal regulations.
12. Developing and implementing targeted training programs for property management staff.
13. Creating and establishing standard operating procedures (SOPs) for all major property management functions.

**WHEREAS**, Allegiance Management & Investments LLC will be responsible for the following HACA properties:

- Review all active FSS participant files

**Resolution No. FIN 102825-03**



- Confirm each participant's enrollment and contract details are correctly entered in HUD's PIC/IMS system (HUD-50058 Addendum)
- Cross-verify internal data with PIC entries to ensure accuracy of:
  - Enrollment date
  - Contract end date
  - Escrow deposit requirements and balances
  - Termination or graduation status
- Identify and correct data discrepancies consistent with PIH Notice 2016-08
- Prepare a PIC Data Integrity Audit Report summarizing all findings, corrections made, and procedures for maintaining data accuracy
- FSS Data and PIC Reconciliation Report
- Corrective Action Log and Verification Checklist

**WHEREAS**, the engagement of Quadel Consulting and Training, LLC (Quadel) will be for a period from November 2025 to October 2026, for a total fee not exceeding \$18,975; and

**WHEREAS**, the costs associated with this engagement will be funded through The Family Self-Sufficiency (FSS) Grants; and

**WHEREAS**, the Executive Director seeks Board approval to engage Quadel Consulting and Training, LLC (Quadel) under these terms to manage the Family Self-Sufficiency (FSS) Program Assessment and Technical Assistance.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, that the Executive Director is hereby authorized to execute an agreement with Quadel Consulting and Training, LLC (Quadel) for the services mentioned for a sum not exceeding \$18,975 for the specified term, without further Board approval.

**RESOLVED** this 28th day of October 2025

**The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting.**

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| Craig Coates, Chairman |                                   |                                      |                                  |

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| Patrick Sheridan, Vice-Chairman |                                   |                                      |                                  |

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| Jacquelyn V. Wells, Secretary |                                   |                                      |                                  |

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| Kimberly Cornett, Commissioner |                                   |                                      |                                  |

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| Henrietta Webb-Herbert, Commissioner |                                   |                                      |                                  |

**Resolution  
of  
The Housing Authority of the City of Annapolis  
Board of Commissioners**

**A Resolution Approving the Engagement of Northern Bay Environmental Systems, Inc. for  
HVAC, Furnace Replacement Services**

**Resolution No. FIN 102825-04**

**WHEREAS**, the Housing Authority of the City of Annapolis (HACA) was in urgent need of replacement of one (1) existing gas fired furnace and HVAC proposal for the repair of one (1) existing split system for Eastport Terrace and Harbour House properties.; and

**WHEREAS**, Northern Bay Environmental Systems, Inc. was the providers for HVAC, furnace replacement services.; and

**WHEREAS**, Northern Bay Environmental Systems, Inc. will be responsible for:

- Remove and dispose of one (1) existing furnace.
- Furnish install one (1) new furnace. (Replacement furnace is currently in stock)
- Reconnect existing flue piping to new furnace.
- Reconnect existing gas piping to new furnace.
- Reconnect existing power and control wiring to new furnace.
- Furnish labor and equipment for replacement
- Furnish miscellaneous material for replacement.
- Environmental disposal
- Clean up
- Test and check.

**WHEREAS**, Northern Bay Environmental Systems, Inc. will be responsible for the following services:

- Reclaim existing refrigerant.
- Remove and dispose of one (1) existing York furnace, ADP evaporator coil, and existing concentric flue piping.
- Furnish and install one (1) new York Furnace, York evaporator coil, and concentric flue piping (Replacement equipment is currently in stock)
- Furnish and install new PVC flue piping.
- Reconnect existing refrigerant piping, gas piping, electrical and control wiring to new furnace and coil.
- Torch fees.
- Furnish high pressure nitrogen leak check.
- Evacuate pull vacuum on refrigerant circuit.
- Furnish and install new R410A refrigerant.

**Resolution No. FIN 102825-04**

- Furnish labor and equipment for replacement.
- Furnish miscellaneous material for replacement.
- Environmental disposal.
- Clean up.
- Test, check and start-up of new equipment.

**WHEREAS**, the engagement of Northern Bay Environmental Systems, Inc occurred on October 15, 2025, for two separate invoices in the amount of \$8,525 and \$5,920 a total fee not exceeding \$14,445; and

**WHEREAS**, the costs associated with this engagement will be funded through HACA, County and City of Annapolis funds; and

**WHEREAS**, the Executive Director seeks Board approval to engage Northern Bay Environmental Systems, Inc under these terms to manage the HVAC proposal for replacement of one (1) existing gas fired furnace and HVAC proposal for the repair of one (1) existing split system.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners that the Executive Director is hereby authorized to execute an agreement with Northern Bay Environmental Systems, Inc. for the services mentioned for a sum not exceeding \$14,445 for the specified term, without further Board approval.

**RESOLVED** this 28th day of October 2025

**The undersigned Commissioners of the Housing Authority of the City of Annapolis sign below to indicate their affirmative or disapproval vote or that they are abstaining from voting.**

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| Craig Coates, Chairman |                                   |                                      |                                  |

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| Patrick Sheridan, Vice-Chairman |                                   |                                      |                                  |

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| Jacquelyn V. Wells, Secretary |                                   |                                      |                                  |

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| Henrietta Webb-Herbert, Commissioner |                                   |                                      |                                  |