



MEXICO HOUSING AUTHORITY



PO Box 484 – 828 Garfield Avenue – Mexico, Missouri 65265 Phone: (573) 581-2294 – Fax: (573) 581-6636 –
www.mexicoha.com

Board of Commissioners
Housing Authority of the City of Mexico, Missouri

AGENDA Regular MEETING
Conference Call at 978.990.5000 code 795037.
MHA Administration Office,
828 Garfield Avenue, Mexico, MO 65265
Scheduled for
Tuesday, June 16, 2020 at 3:30pm

1. **Call to order** by Chairperson Denise Harrington
2. **Roll Call** by Tammy Dreyer, Executive Director
3. **Adoption of Agenda**
4. **Comments from the Public** (limit 3 minutes per person)
5. **Approval of Consent Agenda**

Approval of Special meeting minutes for: March 24, 2020

Executive Director's Report:

- a. Financials
 - b. S8/PH Report
 - c. S8/PH Waitlist
 - d. Contract/Capital Fund/Modernization Projects
 - e. Maintenance Reports
7. **Unfinished Business**
 8. **New Business:**
Resolution 2932 Personnel Policy Revision, added Cares Act, modified sick/annual leave
Resolution 2933 Senior Center Lease, no changes
 9. **Other Business:**
 10. **Comments from Commissioner:**

11. Adjournment of Open Meeting:

A complete agenda packet is available for review at the MHA office during regular business hours and posted on the MHA website at: www.mexicoha.com

If you wish to participate in the meeting and require specific accommodations or services related to disability, please contact MHA at (573) 581-2294 press 2 and leave a message, at least one working day prior to the meeting.

MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF MEXICO
HELD ON March 24, 2020

The Board of Commissioners of the Housing Authority of the City of Mexico convened in an Open Meeting on Tuesday, March 24, at 3:30 PM by conference call in line at 978.990.5000 code 795037. Commissioner Denise Harrington presided.

1. **Call to order:** The Board of Commissioners of the Housing Authority of the City of Mexico, Missouri (MHA) met in open session on March 24, 2020 by conference line. Commissioner Denise Harrington called the meeting to order at 3:30pm.
2. **Roll Call** by Executive Director Tammy Dreyer:

The following Commissioners were present:

Commissioner Tad Dobyns
Commissioner Denise Harrington
Commissioner Rita Jackson
Commissioner Martin Keller

Commissioners excused:

Commissioner Amy Prater

Others present:

Executive Director/Secretary	Tammy Dreyer
Finance Manager	Dawn Mahaney

3. Adoption of Agenda

D Harrington requested a motion to adopt the Agenda. Commissioner R Jackson made a motion and T Dobyns second. All commissioners present voted “aye”, and Commissioner D Harrington declared the motion approved.

Yes:	T Dobyns, R Jackson, M Keller
No:	None
Absent:	A Prater

4. Comments from the public:

None

5. Approval of Consent Agenda (if applicable)

D Harrington requested a motion to approve Consent Agenda. Commissioner M Keller made a motion and T Dobyys second. All commissioners present voted “aye”, and Commissioner D Harrington declared the motion approved.

6. Unfinished Business

none

7. New Business

Resolution 2929 FYE Tenant Write Off 2019/2020

D Harrington requested a motion to approve Resolution 2929. Commissioner R Jackson made a motion and M Keller second. All commissioners present voted “aye”, and Commissioner D Harrington declared the motion approved.

Yes:	R Jackson, T Dobyys, M Keller
No:	None
Absent:	A Prater

Resolution 2930 Approving Operating Budget Revision FYE 2019/2020

D Harrington requested a motion to approve Resolution 2930. Commissioner R Jackson made a motion and T Dobyys second. All commissioners present voted “aye”, and Commissioner D Harrington declared the motion approved.

Yes:	R Jackson, M Keller, T Dobyys
No:	None
Absent:	A Prater

Resolution 2931 Approving Operating Budget FYE 2020/2021

D Harrington requested a motion to approve Resolution 2931. Commissioner M Keller made a motion and R Jackson second. All commissioners present voted “aye”, and Commissioner D Harrington declared the motion approved.

Yes:	R Jackson, M Keller, T Dobyys
No:	None
Absent:	A Prater

8. Other Business:

None

9. Comments from Commissioners:

None

10. Adjournment of Open Meeting:

Commissioner D Harrington requested a motion to adjourn the Open meeting on March 23, 2020, Commissioner T Dobyms the motion and Commissioner M Keller seconded. The open session meeting was adjourned at 3:45 pm

ATTEST:

Denise Harrington, Board Chair

Tammy Dreyer, Executive Director

Certification of Public Notice

I, Tammy Dreyer, Executive Director and Secretary of the Board, of Housing Authority of the City of Mexico, Missouri, do hereby certify that on March 17, 2020, I posted public notice of the March 24, 2020 Board of Commissioners meeting and made available to the public by request at the MHA office during regular business hours and on the MHA website at www.mexicoha.com, copies of the Agenda and Board Packet for review.

Tammy Dreyer

date

Mexico Housing Authority Financial Analysis 04/30/20

Low Rent	04/30/20	05/31/20	06/30/20	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21
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Balance Sheet

Cash-unrestricted	\$1,513,428.05
Investments - unrestricted	894,082.05
Tenant accounts receivable	5,515.70

Income Statement

Net tenant rental revenue	32,547.95
Operating expenses	31,037.67
Operating income/loss (monthly)	64,349.12
Operating income/loss (ytd)	64,349.12
Units leased	201.00
Occupancy rate	99%
Average monthly rent	161.93

Section 8

Balance Sheet

Cash-unrestricted	\$ 114,704.67
Investments - unrestricted	29,244.80

Income Statement

Housing assistance payments	43,046.00
Operating expenses	7,309.43
Operating income/loss (monthly)	(1,194.47)
Operating income/loss (ytd)	(1,194.47)
Units leased	131.00
Average HAP cost (monthly)	328.60

Mexico Housing Authority
Section 8 Utilization Report
For the Year Ended December 31, 2020

	Actual	Budgeted
Annual Budget Authority	462,286	462,286
HUD-held Program Reserve	213,410	116,697
PHA-held NRA Balance	3,287	-
Administrative Fee Reserve	-	-
Total Funding Available	678,983	578,983
Baseline Units		151

Monthly HAP payments target is \$48,249 based on budgeted funding. This represents 125% of HUD funding.

Month	Units Leased	HAP Payments	% of Monthly HUD Funding Utilized	% of Year to Date HUD Funding Utilized	Year to Date Average HAP	Monthly Lease Up Rate	Year to Date Lease Up Rate
Jan	138	\$ 40,910.00	106%	106%	\$ 296.45	91%	91%
Feb	135	41,465.00	108%	107%	307.15	89%	90%
Mar	132	40,932.00	106%	107%	310.09	87%	89%
Apr	131	43,046.00	112%	108%	328.60	87%	89%
May							
Jun							
Jul							
Aug							
Sep							
Oct							
Nov							
Dec							

A - Low Rent Waiting List
Housing Authority of the City of Mexico
Bedroom Size: ALL

Effective Date : 6/9/2020

Waiting List Recap by Bedroom Size

Size	0BR	1BR	2BR	3BR	4BR	5BR	6+BR	No BR	TOTAL
Elderly	0	2	0	0	1	0	0	0	3
Near Elderly	0	0	0	0	0	0	0	0	0
Handi/Disabled	0	12	3	2	2	0	0	0	19
Single Fed Disp	0	0	0	0	0	0	0	0	0
Family	0	28	2	3	5	0	0	0	38
Hispanic	0	1	0	0	0	0	0	0	1
White	0	25	3	2	4	0	0	0	34
Black	0	13	2	2	2	0	0	0	19
Indian/Alaskan	0	1	0	0	0	0	0	0	1
Asian	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Mixed	0	1	0	1	1	0	0	0	3
Other	0	1	0	0	0	0	0	0	1

Income Limit Breakdown

High:	1
Low:	3
Very Low:	8
ExtLow:	46

B - Section 8 Mexico
Housing Authority of the City of Mexico
Section 8

Effective Date : 6/9/2020

Waiting List Recap by Voucher Size

Size	0BR	1BR	2BR	3BR	4BR	5BR	6+BR	No BR	TOTAL
Elderly	0	4	1	0	1	0	0	0	6
Near Elderly	0	0	0	0	0	0	0	0	0
Handi/Disabled	1	10	4	2	2	0	0	0	19
Single Fed Disp	0	0	0	0	0	0	0	0	0
Family	2	4	8	4	3	0	0	0	21
Hispanic	0	0	0	0	0	0	0	0	0
White	3	10	4	3	2	0	0	0	22
Black	0	6	8	3	2	0	0	0	19
Indian/Alaskan	0	0	0	0	0	0	0	0	0
Asian	0	0	0	0	0	0	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Mixed	0	1	0	0	1	0	0	0	2
Other	0	0	0	0	0	0	0	0	0

Income Limit Breakdown

High:	0
Low:	2
Very Low:	7
ExtLow:	34

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CONTRACTING/CAPITAL FUND/ PROPERTY UPDATES

May 2020

Current Modernization Projects

1. We have replaced 138 countertops; we are getting closer to having this project completed
2. Continuing the upgrades on the light fixtures, vanities, faucets and doorknobs.
3. We are modernizing kitchens by replacing lights above the kitchen sink and upgrading faucets.
4. We are also replacing unit tile/vinyl and counter tops as needed and funds available
5. We are refinishing tubs, showers, and cabinets on as needed basis. Currently we have refinished eight tubs, one countertop, and one set of cabinets.

Current Capital Fund

1. Hassen Gutters and Soffit are complete
2. We have several concrete bids out
3. WE have bid out for gates at the Senior Center

Current Contracting

1. Exterior Paint of brick has begun.
2. 808 Lafayette roof is complete

Housing Authority of the City of Mexico Monthly Report for Housing Authority Board

5/1/2020 TO 5/31/2020

WORK ORDERS

Received	Processed
129	129

Routine Work Received	Avg. Completion Time Routine
128	4.751 Hrs.

Emergency Work Received	Avg. Completion Time Emergency
0	0.000 Hrs.

All Other Work Received	Avg. Completion Time Other
1	218.000 Hrs.

PRODUCTION

Routine work orders with completion time over 24 hours:	8
Emergency work orders with completion time over 24 hours:	0

Work Orders called in this month/Outstanding 1st day of next month: 0

Work orders completed from prior months: 0

Work orders still outstanding from prior months: 0

(** = Emergency Work Orders over 24 hours old.)

Report Criteria

PHA:
 Project:
 Starting Date: 5/1/2020
 Ending Date: 5/31/2020
 Staff Generated Work Orders: False



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RESOLUTION NO. 2932

REVISIONS OF THE MEXICO HOUSING AUTHORITY PERSONNEL POLICY

Whereas, the revision to the Mexico Housing Authority's personnel policy is needed to update the policy with new guidelines and requirements, and

Whereas, the Board of Directors approves the updates and revision to this policy to best meet the needs of the Mexico Housing Authority and requirements of current Federal and State laws,

Whereas, the additions of the Cares Act implementation of 2020, revised the sick/annual leave carry over criteria and other minor changes to editing,

NOW, THEREFORE BE IT RESOLVED, that at a regular Board Meeting of the Board of Commissioners duly called and held on the 16th day of June, 2020, at which a quorum was present, and by an affirmative and concurring vote of the majority of the Board, The Board of Commissioners of the Housing Authority of the City of Mexico, hereby approves to adopt Resolution 2932 approving the revisions to the MHA Personnel Policy.

Passed this 16th day of June, 2020.

Denise Harrington, Chairperson

ATTEST:

Tammy Dreyer, Board Secretary
Executive Director Mexico Housing Authority

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BOARD RESOLUTION

RESOLUTION NO. 2933 RESOLUTION APPROVING SENIOR CENTER LEASE

WHEREAS, the Housing Authority of the City of Mexico (MHA) through the Department of Housing and Urban Development (HUD) receives funds for the administration and management of public housing program through the Operating Fund, and

WHEREAS, the Senior Center lease agreement renewal is due for annual update to reflect the needs of the Mexico Housing Authority, and

WHEREAS, the rental amount should not be set so high as to create a burden but to be set to offset the cost of housing the organization so that it does not put an undue burden on the Housing Authority's operating budget, and

NOW, THEREFORE BE IT RESOLVED that at a regular Board Meeting of the Board of Commissioners duly called and held on the 16th day of June 2020, that the Board of Commissioners of the Housing Authority of the City of Mexico hereby approves the Senior Center Lease agreement.

Passed this 16th day of June 2020

Denise Harrington, Chairperson

ATTEST:

Tammy Dreyer, Board Secretary
Executive Director, Mexico Housing Authority

MEXICO HOUSING AUTHORITY

828 GARFIELD AVENUE

MEXICO, MISSOURI 65265

LEASE OF REAL ESTATE

THIS LEASE (the "Lease") is made and entered into this First day of July, 2020, by and between Housing Authority of The City of Mexico, Missouri (hereinafter referred to as "Lessor"), and Central Missouri Agency on Aging and/or Mexico Senior Center, Inc., a Missouri non-profit corporation (hereinafter referred to as "Lessee").

In consideration of the mutual covenants contained herein the Parties agree as follows:

1. **PREMISES:** Lessor leases to Lessee and Lessee leases from Lessor, premises located at 606 Park Street, Mexico, 65265, Audrain County, Missouri.
2. **TERM:** The term of this Lease shall be for one year, beginning on the **1st** day of **July, 2020**, and terminating on the **30th** day of **June, 2021**, this lease can be null and void by a thirty (30) day notice by either party at any time by written notice.
3. **RENT:** The total annual base rent under this Lease shall be \$150.00 or one thousand eight hundred dollars annual lump sum or payable in equal monthly installments of \$150.00 per month in advance on the first (1st) day of each calendar month during the term of this Lease. All payments shall be mailed to the Housing Authority of the City of Mexico, Missouri, P.O. Box 484, Mexico, Missouri 65265 or hand delivered to the Lessor's office at 828 Garfield Ave, Mexico, MO 65265.
4. **USE OF PREMISES:** The premises are to be used solely for the purposes of Mexico Senior Center, Inc. business. Lessee shall restrict its use to such purposes and shall not use or permit the use of premises for any other purpose without the advance written consent of Lessor. Lessee shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose. Lessee agrees the Lessee will keep the premises free from any debris, trash, filth, and will not do anything to create a danger or fire or cause an increase in insurance rates or to cause a cancellation of insurance. Plumbing fixtures shall be used for the purposes intended only, and cloth, grease, cardboard or any other materials not designed for disposal in this manner shall not be placed in and disposed of in any plumbing fixture. Lessee shall comply with all municipal ordinances, and the building and safety codes and health regulations of the City of Mexico.
5. **ASSIGNMENT, SUBLEASE OR LICENSE:** Lessee shall not assign or sublease the premises or any portion thereof, or allow any other persons or businesses to occupy the premises without first obtaining the written consent of the Lessor, which consent may be withheld in the sole and absolute discretion of Lessor. Any unauthorized assignment, subleases or license to occupy by Lessee shall void and terminate this Lease at the option of Lessor. The rights and interest of Lessee in this Lease are not assignable without written consent of Lessor.
6. **ENTRY ON PREMISES BY LESSOR:** Lessor, its officers, agents, directors, and employees, reserve the right to enter on the premises at reasonable times to inspect the premises, to perform any required maintenance, to make alterations or additions deemed necessary by Lessor, to show the premises to prospective tenants or for other reasonable purposes and Lessee shall permit Lessor to do so at any time.

7. **CONDITION OF PREMISES:** Lessee has examined the premises and finds them to be in a safe and habitable condition; in good order and repair. Lessor makes no express warranties as to the condition of the rental premises.

8. **UTILITIES:** Lessee shall arrange for and bear the cost of all utility services furnished to the premises during the lease term. Lessee shall be responsible for replacing any lighting materials as needed.

9. **INSURANCE:** Lessee shall obtain and maintain in force a public liability insurance policy covering the demised premises during the term of the lease. The policy shall also protect Lessor against liability for injury or death of persons or loss or damage to property occurring on or about the demised premises, and Lessor shall be named as an additional insured on any public liability insurance policy obtained pursuant to this paragraph of this Lease. Such insurance policy shall contain a clause stating that the insurer will not cancel or change the insurance without first giving Lessor thirty (30) days prior written notice. Lessee shall be responsible for insuring Lessee's own personal property on the premises and will provide Lessor with a copy of Lessee's policy covering Lessee's personal property. Mexico Housing Authority should also be listed as an additional named insured on the personal property policy to protect the Lessor in case someone gets injured on Lessee's personal property. Any public liability policy obtained by Lessee pursuant to this paragraph of this Lease shall provide for insurance in an amount no less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and not less than Two Million Dollars (\$2,000,000) in the aggregate. Lessee shall provide Lessor with a copy of such policy and shall confirm its continued existence in full force and effect upon request by Lessor. Failure of Lessee to comply with the terms of this paragraph of this Lease shall be deemed a material breach of this Lease. Lessee shall provide a policy endorsement showing Lessor as an additional insured under Lessee's policies, as required in this paragraph.

10. **ALTERATIONS AND MODIFICATIONS:** Lessee shall not make any alterations or modifications to the premises without the prior written approval of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. Any alterations or modifications formally approved by Lessor shall become part of the demised premises and title thereto shall vest in Lessor.

11. **SURRENDER OF PREMISES:** Lessee shall on the last day of the term, or on earlier termination of the Lease, quietly surrender and deliver the demised premises to Lessor in good condition and repair, ordinary wear excepted.

12. **MAINTENANCE AND REPAIRS:** Lessee shall be responsible for maintaining the yard and grounds, including grass cutting, weed control, snow and ice removal. Lessee shall be responsible for any painting which is required on the interior of the building.

Lessee shall promptly remove ice and snow as necessary and as required by local ordinance.

Lessor shall be responsible for normal routine maintenance on heating, cooling systems, electrical and plumbing systems, and the painting and upkeep of the exterior of the building, and basic upkeep of the driveway.

13. **DESTRUCTION OF PREMISES:** In the event of a destruction of the premises during the term of the Lease from any cause this Lease shall terminate. In the event of a partial destruction that does not render the premises unfit for occupancy, the premises may be restored by Lessor at Lessor's option and Lessee shall pay a reasonable rent during restoration for that portion fit for occupancy.

14. **Hold HARMLESS:** Lessor shall not be liable to Lessee or any of Lessee's guests, invitees, agents or employees for any loss, injury or damage to them or their persons or property while they are on said property. All persons and personal property in or on said property shall be at the sole risk and responsibility of Lessee. Lessee hereby expressly and without reservation agrees to save Lessor harmless in all such matters, unless such injury or damage is committed deliberately and with malice by the Lessor.

15. COSTS OF ENFORCEMENT: If the Lessee defaults in the performance of any obligations imposed on Lessee by this lease agreement, including, but not limited to, a default in the payment of any money or a refusal of the Lessee to vacate the premises, then Lessee covenants and agrees to pay the Lessor all costs and fees involved in correcting the default and/or collecting the money including reasonable attorney's fees incurred by the Lessor, notwithstanding the fact that a suit has not yet been instituted, and if a suit is instituted, the Lessee shall also pay attorney's fees and court cost.

16. NO WAIVER: Failure of the Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the Lessor's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect. Further, acceptance of rental payments during any such breach shall not be construed as a waiver or relinquishment of any of Lessor's rights under this lease.

17. ABANDONMENT OF PERSONAL PROPERTY BY LESSEE: At the termination of this lease, Lessee shall remove all of Lessee's personal property from the premises and leave the premises in a "broom clean" condition. Any personal property of Lessee remaining on the real estate after the termination of this Lease shall be deemed abandoned and shall become the property of Lessor and if said property is disposed of by the Lessor, the Lessee will pay the cost of the trash hauling fees and removal.

18. NOTICE OF DEFECT: Lessee will give Lessor notice of any known defect, breakage, malfunction, or damage to or in the structure, equipment or fixtures in or on said premises. This covenant, however, does not obligate, and is not to be understood, interpreted, construed, or in any way to imply that Lessor is obligated or expected to repair or correct such defect breakage, malfunction, or damage except as already provided.

19. TRASH RECEPTACLES: Lessee shall provide appropriate receptacles for the collection, storage, and removal of garbage, rubbish and other waste and arrange for the prompt removal of same.

20. ESTOPPEL CERTIFICATES: Lessee agrees, within ten (10) days after written request by Lessor, to execute, acknowledge and deliver to and in favor of any proposed mortgagee or purchaser of the demised premises, an estoppel certificate, in the form customarily used by such proposed mortgagee or purchaser.

21. HAZARDOUS SUBSTANCES:

a. As used herein, "Hazardous Substances" shall mean any substance, material or waste that is regulated by any federal, state or local government, or quasi-governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity; and "Environmental Requirements" shall mean all legal requirements relating to industrial hygiene, protection of human health, hazard communication, employee right-to-know, environmental protection, or the use, handling, storage, disposal, control, transportation or emission of any Hazardous Substances.

b. Lessee shall not cause or knowingly permit any Hazardous Substances to be brought upon, generated, produced, kept or used in or about the premises by Lessee or any of Lessee's employees, agents, officers, directors, invitees, or licensees, without Lessor's written consent.

c. Lessee agrees to indemnify and hold Lessor its employees, agents, officers, directors, invitees, or Licensees harmless from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including without limitation, reasonable attorney's fees, consultant fees, expert fees, and costs), arising out of or in connection with Lessee's failure to comply with any and all Environmental Requirements in connection with any Hazardous Substances.

22. SIGNAGE: Lessee shall not erect any sign or signs on the exterior demised premises without the prior written consent of Lessor. All signs shall comply with applicable ordinances and determination of such requirements and compliance therewith shall be the responsibility of Lessee.

23. **BINDING NATURE OF LEASE:** This Lease is binding on all parties who lawfully succeed or take the place of the Lessor or Lessee.

24. **WAIVER OF JURY TRIAL:** Lessor and Lessee hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other one or in respect of any matter whatsoever arising out of or in any way connected with this lease, the relationship of Lessor and Lessee hereunder, Lessee's use or occupancy of the premises, and/or any claim of "injury or damage".

IN WITNESS WHEREOF, the parties have affixed their signatures hereto.

LESSOR: HOUSING AUTHORITY OF THE CITY OF MEXICO, MISSOURI

By: _____

Tammy Dreyer, Executive Director

Date: _____

LESSEE: CENTRAL MISSOURI AGENCY ON AGING AND/OR MEXICO SENIOR CENTER, INC

By: _____

Title _____

Attachment to Lease Agreement-Smoke Free Policy Addendum signature and date received

By _____ date _____

Note; Forecast an increase in rental amount to an additional \$50.00 per month for July 1, 2021 the increase may inflate to \$200.00 per month for that year. No increase for 2020 due to COVID 19.

Sign _____ date _____