AGENDA OF THE
GREEN BAY HOUSING AUTHORITY

THURSDAY, NOVEMBER 21, 2019, 10:30 AM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. Roll Call.

1. William VandeCastle - Chair, Terri Refsguard - Vice Chair, Sandra Popp, Mary Borowitz and Stephen Srubas

B. Approval of the Agenda.

1. Approval of the agenda for the November 21, 2019, meeting of the Green Bay Housing Authority.

C. Approval of Minutes.

1. Approval of the minutes from the October 17, 2019, meeting of the Green Bay Housing Authority.

D. Public Hearings.

1. Public Hearing regarding the Green Bay Housing Authority's 5-year plan effective July 1, 2020.

E. Regular Business.

1. Consideration with possible action to approve the Green Bay Housing Authority's 5-year plan effective July 1, 2020.
2. Consideration with possible action to amend Chapter 9: Re-Examination of the Admissions and Continued Occupancy Plan.
3. Consideration with possible action to amend Chapter 10: Pets of the Admissions and Continued Occupancy Plan.
4. Consideration with possible action to amend Chapter 11: Community Service, of the Admissions and Continued Occupancy Plan.

5. Consideration with possible action to amend Chapter 12: Transfer Policy of the Admissions and Continued Occupancy Plan.

6. Consideration with possible action regarding Flat rents and Utility allowances, effective January 1, 2020.

F. Informational.

1. Request from NeighborWorks Green Bay to subordinate the lien for 437 South Jackson Street.

2. GBHA Bills.

3. GBHA Financial Report.

4. Langan Report.

5. Director's Report.

6. Occupancy Report for the month of November.

7. Date of next meeting: December 19, 2019.

G. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Green Bay Housing Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

MINUTES OF THE
GREEN BAY HOUSING AUTHORITY

THURSDAY, OCTOBER 17, 2019, 10:30 AM
CITY HALL, ROOM 604 - THE HARRY MAIER ROOM

A. ROLL CALL.

1. William VandeCastle - Chair, Terri Refsguard - Vice Chair, Sandra Popp, Mary Borowitz, and Stephen Srubas

Members present: William VandeCastle, Mary Borowitz, Sandra Popp, Stephen Srubas, Excused: Terri Refsguard, Absent: None

B. APPROVAL OF THE AGENDA.

1. Approval of the agenda for the October 17, 2019, meeting of the Green Bay Housing Authority.

Moved by Sandra Popp and seconded by Stephen Srubas to approve of the agenda for the October 17, 2019, meeting of the Green Bay Housing Authority.

Motion carried. Yes- Sandra Popp, Stephen Srubas, William VandeCastle, Mary Borowitz -voice vote, No-None, Abstain- None

C. APPROVAL OF MINUTES.

1. Approval of the minutes from the August 15, 2019, meeting of the Green Bay Housing Authority.

Moved by Stephen Srubas and seconded by Sandra Popp to approve of the minutes from the August 15, 2019, meeting of the Green Bay Housing Authority.

Motion carried. Yes-Stephen Srubas, Sandra Popp, William VandeCastle, Mary Borowitz - voice vote, No-None, Abstain- None

D. REGULAR BUSINESS.

1. Consideration with possible action to approve the reclassification of the Property Manager position to the Housing Administrator position.

Moved by Stephen Srubas and seconded by William VandeCastle to approve the reclassification of the Property Manager position to the Housing Administrator position.

Motion carried. Yes-Stephen Srubas, William VandeCastle, Sandra Popp, Mary Borowitz -voice vote, No- None, Abstain - None

2. Consideration with possible action to amend Chapter 3 - (Eligibility) of the Admission and Continued Occupancy Plan.

Moved by William VandeCastle and seconded by Sandra Popp to approve of amending Chapter 3- (Eligibility) of the Admission and Continued Occupancy Plan.

Motion carried. Yes-William VandeCastle, Sandra Popp, Stephen Srubas, Mary Borowitz - voice vote, No- None, Abstain-None

3. Consideration with possible action to amend Chapter 5 - (Occupancy Standards and Unit Offers) of the Admissions and Continued Occupancy Plan.

Moved by Sandra Popp and seconded by Mary Borowitz-voice vote to approve of amending Chapter 5 - (Occupancy Standards and Unit Offers) of the Admissions and Continued Occupancy Plan.

Motion carried. Yes- Sandra Popp, Mary Borowitz, William VandeCastle, Stephen Srubas, No-None, Abstain- None

4. Consideration with possible action to amend Chapter 6 - (Income and rent Determinations) of the Admissions and Continued Occupancy Plan.

Moved by Willliam VandeCastle, seconded by Stephen Srubas to approve of amending Chapter 6 (Income and Rent Determinations) of the Admissions and Continued Occupancy Plan.

Motion carried. Yes- William VandeCastle, Stephen Srubas, Sandra Popp, Mary Borowitz - voice vote, No-None, Abstain-None

5. Consideration with possible action to amend Chapter 7 - (Verification) of the Admissions and Continued Occupancy Plan.

Moved by Mary Borowitz -voice vote, and seconded by Sandra Popp to approve of amending Chapter 7 (Verification) of the Admissions and Continued Occupancy Plan.

Motion carried. Yes-Mary Borowitz, Sandra Popp, William VandeCastle, Stephen Srubas, No-None, Abstain-None

6. Consideration with possible action to amend Chapter 8 - (Leasing and Inspections) of the Admissions and Continued Occupancy Plan.

Moved by Stephen Srubas, and seconded by William VandeCastle to approve of amending Chapter 8 (Leasing and Inspections) of the Admissions and Continued Occupancy Plan.

Motion carried.Yes-Stephen Srubas, William VandeCastle, Sandra Popp, Mary Borowitz-voice vote, No-None, Abstain-None

E. INFORMATIONAL.

1. GBHA Bills.

Stephanie Schmutzer presented the Green Bay Housing Authority Bills. No action needed.

2. GBHA Financial Report.

Stephanie Schmutzer presented the Green Bay Housing Authority's Financial Report. No action needed.

3. Langan Report.

Jayme Valentine presented the Langan Reports for September and October. No action needed.

4. Director's Report.

Jayme presented the Director's report. No action needed.

5. Occupancy Report for the month of October.

Jayme Valentine presented the occupancy report for the month of October 2019. No action needed.

6. Date of next meeting: November 21, 2019.

F. ADJOURNMENT.

Moved by Sandra Popp and seconded by William VandeCastle to adjourn the meeting.

Motion carried. Yes-Sandra Popp, William VandeCastle, Stephen Srubas, Mary Borowitz-voice vote, No-None, Abstain-None

Report to the
Housing Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.1.

Consideration with possible action to approve the Green Bay Housing Authority's 5-year plan effective July 1, 2020.

BACKGROUND

Every five years public housing authorities have to submit their 5-year plan to The Department of Housing and Urban Development, which describes the housing authority's mission, goals and objectives and progress report of the previous 5-year plan.

The 2020 goals for the Green Bay Housing Authority (GBHA) are: to improve the quality of public housing units, manage the properties in an accountable and responsible manner, improve the quality of life for GBHA residents, ensure equal opportunity and affirmatively further fair housing, reposition all public housing units and work toward ending homelessness.

RECOMMENDATION

Staff is recommending approval of the 5-year plan of the Green Bay Housing Authority.

FISCAL IMPACT

ATTACHMENTS

1. 50077-SL
2. CFP worksheet 2020-2024
3. GBHA 2020 Goals for PHA Plan (B.2)
4. HUD-50077-CR
5. Progress of GBHA 2015 Goals for PHA Plan (B.3)
6. VAWA Emergency Transfer Plan (B.4)
7. 50075-5Y (1)

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan *(All PHAs)*

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Kevin J. Vonck, Ph. D. , the Development Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Green Bay Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

City of Green Bay
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

The housing needs and strategies to address those needs, as well as the goals and objectives to serve the needs of low income families, are consistent with the needs, strategies and objective of the City of Green Bay's Consolidated Plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Kevin J. Vonck, Ph. D.	Development Director
Signature	Date

5 year Capital Funds Program Budget

	2020	2021	2022	2023	2024
SS					
Roofs / Gutters/ chimneys /vents	60,000	90,000	60,000	90,000	60,000
Siding	60,000	90,000	60,000	90,000	60,000
Cabinets/Counters/Vanities	25,000	25,000	25,000	25,000	25,000
Architecture & Engineering	2,000	2,000	2,000	2,000	2,000
Windows/Doors	5,000	5,000	5,000	5,000	5,000
Flooring	12,000	12,000	12,000	12,000	12,000
Garages/sheds/Fencing	4,000	4,000	4,000	4,000	4,000
Electrical rewiring /lighting	5,000	5,000	5,000	5,000	5,000
Concrete repair	5,000	5,000	5,000	5,000	5,000
Tech Upgrades	1,000	1,000	1,000	1,000	1,000
stoops/stairs/decks/porches	5,000	5,000	5,000	5,000	5,000
water heaters	10,000	10,000	10,000	10,000	10,000
HVAC/furnaces	5,000	5,000	5,000	5,000	5,000
Plumbing work	10,000	1	10,000	1	10,000
Full unit rehab	1	1	1	1	1
Admin	2,000	2,000	2,000	2,000	2,000
	$ 211,001	$ 261,002	$ 211,001	$ 261,002	$ 211,001
MM					
Truck/work trailer	1	25,000	20,000	1	1
Lawn/snow equipment	3,000	1	6,000	1	6,000
water heaters	1	1	1	12,000	12,000
Plumbing work	30,000	30,000	30,000	30,000	30,000
Concrete repair	10,000	10,000	50,000	10,000	10,000
Full unit rehab	1	1	1	1	1
Modernize/expand tub rooms	1	30,000	1	30,000	1
Roofing	50,000	50,000	50,000	50,000	50,000
Elevators replacement/upgrade	100,000	100,000	100,000	100,000	100,000
Refrigerators/Washers/Dryers	15,000	15,000	15,000	15,000	15,000
Remodel community room	1	1	1	1	75,000
Furnaces &HVAC	25,000	1	1	1	1
Drain work/resealing/Resurface/reline parking lots	20,000	5,000	20,000	5,000	20,000
Generator	1	1	1	1	1
Boilers	1	1	1	1	1
Electrical rewiring /lighting	20,000	20,000	20,000	20,000	20,000
Architecture & Engineering	2,000	2,000	2,000	2,000	2,000
Flooring	50,000	50,000	50,000	50,000	50,000
Windows/Doors	20,000	5,000	20,000	5,000	20,000
Smoke & CO Detectors	2,000	2,000	2,000	2,000	2,000
	$ 347,007	$ 344,007	$ 385,007	$ 331,007	$ 412,006
	$ 558,008	$ 605,009	$ 596,008	$ 592,009	$ 623,007

GBHA 2020 Goals for PHA Plan

Goal: *Improve the quality of public housing units*

Objective: *Implement at least 3 additional safety & security measures in public housing units.*

Objective: *Implement at least one energy efficiency measure at Mason Manor and Scattered Sites.*

Goal: *Manage the properties in an accountable and responsible manner*

Objective: *Achieve High Performer Status.*

Objective: *Maintain occupancy rate to at least 96 percent for both Mason Manor and Scattered Sites.*

Objective: *Continue to average a 30 day unit turnaround time for units not needing extensive unit rehab.*

Objective: *Perform quarterly quality control reviews of resident re-certifications.*

Goal: *Improve the quality of life for GBHA residents*

Objective: *Implement a program or collaborate with a local service provider to implement/ promote at least one program aimed at improving residents' employability, increase their self-sufficiency, improve their wellbeing, or allow them to age in place.*

Goal*: Ensure equal opportunity and affirmatively further fair housing*

Objective: *Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.*

Objective: *Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability.*

Objective: *Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.*

Goal: Reposition all public housing units

Objective: *Transfer the Scattered Sites public housing units to Section 18 through demolition and/or disposition.*

Objective: *Transfer Mason Manor public housing units to; mixed finance, modernization or development, demolition and/or disposition, or conversion to project-based assistance under rental assistance demonstration.*

Goal: Work toward ending homelessness

Objective: *Work collaboratively with City, County and non-profit groups to craft a plan of action to greatly reduce and end homelessness in Brown County.*

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

City of Green Bay Housing Authority	WI074
PHA Name	PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature	Date

Progress of GBHA 2015 Goals for PHA Plan

Goal: *Improve the quality of public housing units*

Objective: *Implement at least 3 additional safety & security measures in public housing units*

Progress:

- FY 2015:
    - Completed reconstruction of the dumpster area at Mason Manor, purchased and installed new smoke detectors/carbon monoxide detectors at Mason Manor and Scattered Sites, repaired Mason Manor parking lot lighting.
- FY 2016:
    - Began construction of new GBHA office (which eliminated visitors from accessing other parts of the building), continued to use LED lighting throughout all properties.
- FY 2017:
    - Completed new GBHA office, had repairs completed to retaining wall, replaced damaged stoop rails at 2 Scattered Site properties, installed lateral to mini-sewer at 3 Scattered Site properties, Lead Base paint testing at 20 Scattered Sites, completed overhead garage door replacement at 3 Scattered Sites, established campus-wide smoke free policy at both Mason Manor and all Scattered Sites.
- FY 2018:
    - Mud jacked sidewalks at Scattered Site properties, replaced 3 garage doors at Scattered Site properties and performed maintenance on another 25, updated smoke detectors/carbon monoxide detectors at Scattered Site properties. Updated elevator transfer switch to successfully have a backup power source at Mason Manor, completed tuck pointing contract and repaved parking lot with new stripping, replaced Mason Manor's main entrance doors.

Objective: *Implement at least one energy efficiency measure at Mason Manor*

Progress: Replaced light fixtures within Mason Manor and Scattered Sites units to LED and also updated fixtures in hallways and the outdoor lighting to LED as well.

Goal: *Manage the properties in an accountable and responsible manner*

Objective: *Achieve High Performer status a minimum of 3 out of the next 5 years.*

Progress: the GBHA did not achieve high performer status.

Objective: *Increase occupancy rate to at least 96 percent for each of Mason Manor and Scattered Site*

Progress: The GBHA maintains a minimum of 96 percent or higher vacancy rate for both Mason Manor and Scattered Sites.

Objective: *Reduce turnaround time of vacated units not needing major rehab to no more than 30 days.*

Progress: The GBHA averages 30 days or less for both Mason Manor and Scattered Sites for unit turnovers that do not need major rehab or units that were approved to be offline by the HUD field office.

Objective: *Continue to perform quarterly quality control reviews of resident re-certifications*

Progress: Quarterly quality control reviews are completed each quarter.

Goal: *Improve the quality of life for GBHA residents*

Objective: *Implement a program or collaborate with a local service provider to implement/ promote at least one program aimed at improving residents' employability, increase their self-sufficiency, improve their wellbeing, or allow them to age in place.*

Progress: contracted with WISE Program to enhance Nutrition Program (Meals on Wheels) at Mason Manor; created and hired an administrative assistant position, Applied and received HUD ROSS's grant which allowed the GBHA to contract with Lutheran Social Services to provide a Service Coordinator. Reinstated a hair beautician at Mason Manor, updated the Mason Manor workout room, and received WHEDA grant in the amount of $25,000 to update the Mason Manor community kitchen.

Goal*: Ensure equal opportunity and affirmatively further fair housing*

Objective: *Undertake affirmative measures to* ***ensure access*** *to assisted housing regardless of race, color, religion, national origin, sex, familial status, and disability.*

Objective: *Undertake affirmative measures to* ***provide a suitable living environment*** *for families living in assisted housing, regardless of race, color, religion, national origin, sex, familial status, and disability.*

Objective: *Undertake affirmative measures to* ***ensure accessible housing*** *to persons with all varieties of disabilities regardless of unit size required.*

Progress for all three above objectives: The GBHA agreed to join consortium of local agencies required to complete Affirmatively Furthering Fair Housing

requirements, which will be required starting in 2020. The GBHA has continued a partnership with Fair Housing Center of Northeast Wisconsin and makes referrals to HUD's Fair Housing Department and other agencies that can provide services to ensure equal opportunities in housing. In addition, the GBHA currently employs bilingual/bi-cultural staff.

Green Bay Housing Authority

Model Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

The Green Bay Housing Authority (GBHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),[1] GBHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.[2] The ability of GBHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether GBHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model

[1] Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
[2] Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that Public Housing is in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify GBHA's management office and submit a written request for a transfer. GBHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under GBHA's program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

GBHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives GBHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about GBHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

GBHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. GBHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. GBHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If GBHA has no safe and available units for which a tenant who needs an emergency is eligible, GBHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, GBHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at https://ohl.rainn.org/online/.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at https://www.victimsofcrime.org/our-programs/stalking-resource-center.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

Local Organizations Offering Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Golden House
1120 University Ave.
Green Bay, WI 54302
Phone: (920) 435-0100
Emergency 24/7 Hotline: (920) 432-4244 Toll Free: 1-877-431-4321
http://www.goldenhousegb.org/

Golden House offers legal advocacy, individual counseling, and support groups for victims and their families. They also provide safe emergency shelter for victims and their families in their 40 bed temporary housing facility.

Wise Women Gathering Place
2482 Babcock Rd,
Green Bay WI 54313
Phone: (920) 490-0627
https://www.wisewomengp.org/

Wise Women Gathering Place offers resources to families impacted by domestic violence, dating violence, sexual assault, or stalking. They provide support groups and transitional housing options in addition to their many other skill-building community resources.

Catholic Charities of the Diocese of Green Bay
1825 Riverside drive
Green Bay, WI 54313
Phone: (920) 272-8234
charitiesgb@gbdioc.org
http://newcatholiccharities.org/counseling/domestic-violence

Catholic Charities of the Diocese of Green Bay collaborates with several organizations to provide individuals and families safe shelter, advocacy and support.

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1 **PHA Name**: Housing Authority of the City of Green Bay **PHA Code**: WI074

PHA Plan for Fiscal Year Beginning: 07/01/2020
PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	**5-Year Plan.** Required for all PHAs completing this form.
B.1	**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. *The Housing Authority of the City of Green Bay will provide for the affordable housing needs of income eligible households through the administration of public housing resources in the City of Green Bay and through partnerships with private and not for profit developers.*
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. See attachment B.2
B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. See attachment B.3
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. *The Housing Authority of the City of Green Bay will support the goals of the VAWA Amendments and will comply with its requirements. The GBHA will continue to administer its housing programs in ways that support and protect residents and applicants who may be victims of domestic violence, dating violence, sexual assault, or stalking. The GBHA will not take any adverse action against a resident, participant or applicant solely on the basis of his or her being a victim of such criminal activity, including threats of such activity. Adverse action includes denial or termination of housing assistance. The GBHA will not subject a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard for lease compliance than other residents. The PHA has developed policies and procedures as need to implement the requirements of VAWA.* See attachment B.4
B.5	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. *The GBHA defines a significant amendment and substantial deviation/modification as any change in policy which significantly and substantial alters the Authority's stated mission and the persons the Authority serves. This would include admission preferences. Discretionary or administrative amendments consistent with the Authority's stated overall mission and basics objections will not be considered substantial deviations or significant modifications*.
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y N ☒ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full **PHA Name**, **PHA Code**, , **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1))

B.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

Report to the
Housing Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.2.

Consideration with possible action to amend Chapter 9: Re-Examination of the Admissions and Continued Occupancy Plan.

BACKGROUND

New updates were announced by the Department of Housing and Urban Development, which the Green Bay Housing Authority is requesting to adopt.

Key changes include options for streamlining annual reexaminations for tenants who have a fixed income, requirements for annual background checks of adult household members and updates to effective dates when adjusting tenant rents.

RECOMMENDATION

Staff is recommending approval to amend Chapter 9: Re-Examination of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

1. Chapter 9- Re-Examinations REVISED

Chapter 9
RE-EXAMINATIONS
[24 CFR 960.257, 960.259, 966.4]

INTRODUCTION
The GBHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly. PHAs must adopt policies for conducting annual and interim re-examinations that are consistent with regulatory requirements, and must conduct re-examinations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the GBHA must re-examine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires the GBHA to offer all families the choice of paying income-based rent or flat rent at least annually. The GBHA's policies on offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim re-examinations.

Part I: Annual Re-examinations for Families Paying Income-Based Rents. This part discusses the requirements for annual re-examination of income and family composition. Full re-examinations are conducted at least once a year for families paying income-based rent.

Part II: Re-examinations for Families Paying Flat Rents. This part contains the GBHA's policies for conducting full re-examinations of family income and composition for families paying flat rent. These full re-examinations are conducted at least once every 3 years. This part also contains the GBHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Re-examinations. This part includes HUD requirements and GBHA policies related to when a family may and must report changes that occur between annual re-examinations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim re-examination, the GBHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a re-examination.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim re-examinations.

PART I: ANNUAL RE-EXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENT [24 CFR 960.257]

9-I.A. OVERVIEW
For those families who choose to pay income-based rent, the GBHA must conduct a re-examination of income and family composition at least annually [24 CFR 960.257(a)(1)]. For families who choose flat rents, the GBHA must conduct a re-examination of family composition at least annually, and must conduct a re-examination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. Policies related to the re-examination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the GBHA must conduct an annual review of community service requirement compliance. This annual re-

examination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

The GBHA is required to obtain all of the information necessary to conduct re-examinations. How that information will be collected is left to the discretion of the GBHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the re-examination process [24 CFR 960.259].

This part contains the GBHA's policies for conducting annual re-examinations.

9-I.B STREAMLINED ANNUAL REEXAMINATIONS [24 CFR 960.257]

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or rate of interest. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources. If at least 90 percent of the family's income is from fixed sources, the PHA may streamline the verification of fixed income and may choose whether to verify non-fixed income amounts in years where no fixed-income review is required. If the family receives less than 90 percent of its income from fixed sources, the PHA may streamline the verification of fixed income and must verify non-fixed income annually.

GBHA Policy

The GBHA will streamline the annual reexamination process by applying the verified COLA or interest rate to fixed-income sources. The GBHA will document in the file how the determination that a source of income was fixed was made.

If a family member with a fixed source of income is added, the GBHA will use third-party verification of all income amounts for that family member.

If verification of the COLA or rate of interest is not available, the GBHA will obtain third-party verification of income amounts.

Third-party verification of fixed sources of income will be obtained during the intake process and at least once every three years thereafter.

Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.

9-I.C. SCHEDULING ANNUAL RE-EXAMINATIONS

The GBHA must establish a policy to ensure that the annual re-examination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

GBHA Policy

Generally, the GBHA will schedule annual re-examinations to coincide with the family's anniversary date. The GBHA will begin the annual re-examination process approximately 90-120 days in advance of the scheduled effective date.

Anniversary date is defined as 12 months from the effective date of the family's last annual re-examination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the GBHA will perform a new annual re-examination, and the anniversary date will be changed.

The GBHA may also schedule an annual re-examination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Re-Examination Process

The GBHA is required to obtain information needed to conduct annual re-examinations. How that information will be collected is left to the discretion of the GBHA. However, the GBHA should give tenants who were not provided the opportunity to provide contact information at the time of admission the option to complete Form HUD-92006 at this time. The GBHA should provide the family with the opportunity to update, change, or remove information from the HUD-92006 at the time of annual reexamination [Notice PIH 2009-36].

GBHA Policy

Families generally are required to participate in an annual re-examination interview, which must be attended by the head of household, and spouse or co-head. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the GBHA to request a reasonable accommodation.

Notification of annual re-examination interview will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the GBHA at least 24 hours in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview, the GBHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without GBHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

An advocate, interpreter, or other individual may assist the family in the interview process. The family should contact the GBHA prior to the interview if such services are needed.

9-I.~~C~~D. CONDUCTING ANNUAL RE-EXAMINATIONS

The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the re-determination of rent, eligibility, and the appropriateness of the housing unit [24 CFR 966.4(c)(2)].

GBHA Policy

Families will be asked to bring all required information (as described in the re-examination notice) to the re-examination appointment. The required information will include a GBHA-designated re-examination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, assets, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

Change in Unit Size

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The GBHA may use the results of the annual re-examination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

GBHA Policy

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual re-examination process. The GBHA will conduct a criminal background check on all adult program recipients annually.

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

PHA Policy
At the annual reexamination, the GBHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The GBHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the GBHA proposes to terminate assistance based on lifetime sex offender registration information, the GBHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 13.)

Compliance with Community Service
For families who include nonexempt individuals, the GBHA must determine compliance with community service requirements once every 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the GBHA's policies governing compliance with the community service requirement.

9-I.~~D~~E. EFFECTIVE DATES
As part of the annual re-examination process, the GBHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

GBHA Policy
In general, an *increase* in the tenant rent that results from an annual re-examination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

The tenant will receive an annual reminder letter 30 days prior to the annual re-examination date. This letter will constitute a 30 day notice in the event of a tenant rent increase.

If the GBHA chooses to schedule an annual re-examination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the GBHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual re-examination, the family will be required the pay the current flat rent rate until the annual re-examination has been completed. Increases in the tenant rent will be applied to the first day of the month following the completion of the re-examination.

In general, a *decrease* in the tenant rent that results from an annual re-examination will take effect on the family's anniversary date.

If the GBHA chooses to schedule an annual re-examination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the GBHA.

If the family causes a delay in processing the annual re-examination, the family will be required to pay the current flat rent rate until the annual re-examination has been completed. Decreases in the tenant rent will be applied to the first day of the month following the completion of the re-examination.

Delays in re-examination processing are considered to be caused by the family if the family fails to provide information requested by the GBHA by the date specified and this delay prevents the GBHA from completing the re-examination as scheduled.

PART II: RE-EXAMINATIONS FOR FAMILIES PAYING FLAT RENTS [24 CFR 960.257(2)]

9-II.A. OVERVIEW

HUD requires that the GBHA offer all families the choice of paying income-based rent or flat rent at least annually. The GBHA's policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the GBHA must conduct a re-examination of family composition at least annually, and must conduct a re-examination of family income at least once every 3 years [24 CFR 960.257(a)(2)]. The GBHA is only required to provide the amount of income-based rent the family might pay in those years that the GBHA conducts a full re-examination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)].

As it does for families that pay income-based rent, the GBHA must also review compliance with the community service requirement for families with nonexempt individuals.

This part contains the GBHA's policies for conducting re-examinations of families who choose to pay flat rent.

9-II.B. FULL RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION

Frequency of Re-Examination

GBHA Policy
For families paying flat rent, the GBHA will conduct a full re-examination of family income once every 3 years. In the years between full re-examinations, regulations require the GBHA to conduct a re-examination of family composition ("Annual update") [24 CFR 960.257(a)(2)].

Re-Examination Policies

GBHA Policy
In conducting full re-examinations for families paying flat rent, the GBHA will follow the policies used for the annual re-examinations of families paying income-based rent, as set forth in section 9-I.B through 9-I.D.

9-II.C. RE-EXAMINATION OF FAMILY COMPOSITION ("ANNUAL UPDATE")

As noted, full re-examinations are conducted once every three (3) years for families paying flat rent.

The annual update process is similar to the annual re-examination process, except that the GBHA does not collect information about the family's income and expenses, and the family's rent is not recalculated following the annual update.

Scheduling
The GBHA must establish a policy to ensure that the re-examination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

GBHA Policy
For families paying flat rent, annual updates will be conducted in each of the 2 years following the full re-examination.

In scheduling the annual update, the GBHA will follow the policy used for scheduling the annual re-examination of families paying income-based rent as set forth in Section 9-I.B.

Conducting Annual Updates
The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

GBHA Policy
Generally, the family will not be required to attend an interview for an annual update. However, if the GBHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to the GBHA. The family will have 10 business days to submit the required information to the GBHA. If the family is unable to obtain the information or documents within the required timeframe, the family may request an extension. The GBHA will accept required documentation by mail, by email, by fax, or in person.

If the family's submission is incomplete, or the family does not submit the information in the required timeframe, the GBHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the GBHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 13.

Change in Unit Size
Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The GBHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 12.

Criminal Background Checks
Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

GBHA Policy
Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process.

Compliance with Community Service
For families who include nonexempt individuals, the GBHA must determine compliance with community service requirements once every 12 months [24 CFR 960.257(a)(3)].

See Chapter 11 for the GBHA's policies governing compliance with the community service requirement.

PART III: INTERIM RE-EXAMINATIONS [24 CFR 960.257; 24 CFR 966.4]

9-III.A. OVERVIEW
Family circumstances may change during the period between annual re-examinations. HUD and GBHA policies define the types of information about changes in family circumstances that must be reported, and under what circumstances must be reported, and under what circumstances the GBHA must process interim re-examinations to reflect those changes. HUD regulations also permit the GBHA to conduct interim re-examinations of income or family composition at any time.

In addition to specifying what information the family must report, HUD regulations permit the family to request an interim determination if other aspects of the family's income or composition change. The GBHA must complete the interim re-examination within a reasonable time after the family's request.

This part includes HUD and GBHA policies that describe the changes families are required to report, the changes families may choose to report, and how the GBHA will process both GBHA- and family-initiated interim re-examinations.

9-III.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION
The GBHA must adopt policies prescribing when and under what conditions the family must report changes in family composition. However, due to provisions of the public housing lease, the GBHA has limited secretion in this area.

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 12.

> GBHA Policy
> All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual re-examinations (or annual updates).
>
> The GBHA will conduct interim re-examinations to account for any changes in household composition that occur between annual re-examinations.

New Family Members Not Requiring Approval
While the addition of a family member as a result of birth, adoption, or court-awarded custody does not require GBHA approval, the family is required to promptly notify the GBHA of the addition [24 CFR 966.4(a)(1)(v)].

> GBHA Policy
> The family must inform the GBHA of the birth, adoption or court-awarded custody of a child within 10 business days.

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request GBHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The GBHA may adopt reasonable policies concerning residence by a foster child or live-in aide, and defining the circumstances in which GBHA consent will be given or denied. Under such policies, the factors considered by the GBHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- The GBHA's obligation to make reasonable accommodation(s) for ~~handicapped~~ persons with disabilities.

GBHA Policy

Families must request GBHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period, and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the GBHA prior to the individual moving into the unit. Residents will be required to complete the GBHA's Change of Household form when they are adding or removing any person to the lease.

When adding a new person to the household, the head of household must provide the GBHA with a driver's license or state identification card and a social security card for the person in order for a proper background check to be conducted. Once the person's criminal history background check has been approved as eligible, then GBHA will allow this person to be added to the lease. If this person has income then GBHA will request for proof of income to properly calculate the household's monthly rent rate.

When removing a person off of the lease, the head of household must provide proof to GBHA of where the person will be moving to. GBHA will accept the following verifications: new lease document or utility bill with new address.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 12), the GBHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation(s), that should be considered by the GBHA. Exceptions will be made on a case-by-case basis.

The GBHA will not approve the addition of a new family or household member unless the individual meets the GBHA's eligibility criteria (see Chapter 3) and documentation requirements (see Chapter 7, Part II).

If the GBHA determines that the individual does not meet the GBHA's eligibility criteria or documentation requirements, the GBHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The GBHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

GBHA Policy
If a family member ceases to reside in the unit, the family must inform the GBHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

If a live-in aide, foster child, or foster adult ceases to reside in the unit, the family must inform the GBHA within 10 business days.

9-III.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim re-examinations can be scheduled either because the GBHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, the GBHA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

GBHA Policy
This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

GBHA-Initiated Interim Re-Examinations

GBHA-initiated interim re-examinations are those that are scheduled based on circumstances or criteria defined by the GBHA. They are not scheduled because of changes reported by the family.

GBHA Policy
The GBHA will conduct interim re-examinations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), the GBHA will conduct an interim re-examination at the start, to adjust the exclusion with any changes in income, and at the conclusion of the 24-month eligibility period.~~second 12 month exclusion period (50 percent phase-in period).~~

If the family has reported zero income, the GBHA will conduct an interim re-examination every 3 months as long as the family continues to report that they have no income.
If at the time of the annual re-examination, it is not feasible to anticipate a level of income for the next 12 months (e.g., seasonal or cyclic income), the GBHA will schedule an interim re-examination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual re-examination, tenant declarations were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, the GBHA will conduct an interim re-examination.

The GBHA may conduct an interim re-examination at any time in order to correct an error in a previous re-examination, or to investigate a tenant fraud complaint.

Family-Initiated Interim Re-Examinations

The GBHA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 960.257(c)]. In addition, HUD regulations require that the

family be permitted to obtain an interim re-examination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)].

Required Reporting

HUD regulations give the GBHA the discretion to determine the circumstances under which families will be required to report changes affecting income.

GBHA Policy

~~Families are required to report gross income changes of $200 or more per month and the GBHA will thus conduct interim re-examinations. Families must inform the GBHA within 10 business days of the date the change takes effect. Families who fail to report income changes within 30 days of the date of the change will be charged with an overpayment.~~ Families must report all income changes. The GBHA will process interims if the income increases $200.00 or more each month. ~~If a family reports a change that is less than $200.00 per month,~~ Families are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect.

The GBHA will only conduct interim re-examinations for families that qualify for the earned income disallowance (EID), and only when the EID family's rent will change as a result of the increase. In all other cases, the GBHA will note the information in the tenant file, but will not conduct an interim re-examination.

Families are not required to report any other changes in income or expenses.

Optional Reporting

The family may request an interim re-examination any time the family has experienced a change in circumstances since the last determination [24 CFR 960.257(b)]. The GBHA must process the request if the family reports a change that will result in a reduced family income [PH Occ GB, p. 159].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income, see Chapter 6.

GBHA Policy

If a family reports a change that does not exceed an additional $200.00 a month in income, ~~it was not required to report and would result in an increase in the tenant rent,~~ the GBHA will note the information in the tenant file, but will not conduct an interim re-examination.

If a family reports a change that was not required to be reported and would result in a decrease in the tenant rent, the GBHA will conduct an interim re-examination. See Section 9-III.D. for effective dates.

Families may report changes in income or expenses at any time.

9-III.D. PROCESSING THE INTERIM RE-EXAMINATION

Method of Reporting

GBHA Policy

The family may notify the GBHA of changes either orally or in writing. If the family provides oral notice, the GBHA will require the family to submit the changes in writing.

Generally, the family will not be required to attend an interview for an interim re-examination. However, if the GBHA determines that an interview is warranted, the family may be required to attend.

Based on the type of change reported, the GBHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from the GBHA. This timeframe may be extended for good cause with GBHA approval. The GBHA will accept required documentation by mail, by email, by fax, or in person.

Effective Dates

The GBHA must make the interim re-examination within a reasonable time after the family request [24 CFR 960.257(b)].

GBHA Policy

If the tenant rent is to increase:

The increase generally will be effective on the first of the month following 30 days' notice to the family

If a family fails to report a change within the required timeframes, or fails to provide all required information within the required timeframes, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the tenant rent is to decrease:

The decrease will be effective on the first day of the month following the month in which the change was reported. In cases where the change cannot be verified by GBHA staff until after the date the change would have become effective, the change will be made retroactively.

~~If the family causes a delay in processing the interim re-examination, decreases in the family share of rent will be applied prospectively, from the first day of the month following completion of the re-examination processing.~~

PART IV: RECALCULATING TENANT RENT

9-IV.A. OVERVIEW

For those families paying income-based rent, the GBHA must recalculate the rent amount based on the income information received during the re-examination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a re-examination.

9-IV.B. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]

The public housing lease requires the GBHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the GBHA re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the GBHA's schedule of Utility Allowances for families in the GBHA's Public Housing Program, or determine that the tenant must transfer to another unit based on family composition, the GBHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the GBHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the GBHA's grievance procedure [24 CFR 966.4(c)(4)].

GBHA Policy
The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

9-IV.C. NOTIFICATION OF NEW TENANT RENT

The public housing lease requires the GBHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the GBHA re-determines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the GBHA's schedule of Utility Allowances for families in the GBHA's Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the GBHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the GBHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the GBHA's grievance procedure [24 CFR 966.4(c)(4)].

GBHA Policy
The notice to the family will include the annual and adjusted income amounts that were used to calculate the tenant rent.

9-IV.D. DISCREPANCIES

During an annual or interim re-examination, the GBHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the GBHA may discover errors made by the GBHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Chapter 15, Program Integrity.

Report to the
Housing Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.3.

Consideration with possible action to amend Chapter 10: Pets of the Admissions and Continued Occupancy Plan.

BACKGROUND

New updates were announced by the Department of Housing and Urban Development which the Green Bay Housing Authority is requesting to adopt.

Key changes include removal of weight restrictions for pets, notices for pet removal for complaints of cruelty and dog bites and refund of pet deposits.

RECOMMENDATION

Staff is recommending approval to amend Chapter 10: Pets of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

1. Chapter 10- Pet Policy REVISED

Chapter 10

PETS
[24 CFR, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION
This chapter explains the GBHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the GBHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the GBHA.

The chapter is organized as follows:

Part I: Service Animals and Assistance Animals. This part explains the difference between service animals, assistance animals, and pets, and contains policies related to the designation of a service animal or assistance animal as well as their care and handling.

Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.

Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.

Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: SERVICE ANIMALS AND ASSISTANCE ANIMALS
[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705; Notice FHEO 2013-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for a service animal or an assistance animal may be denied, and also establishes standards for the care of service and assistance animals.

Notice FHEO 2013-01 was published April 25, 2013. The notice explains the difference between service animals and assistance animals. While the ADA applies to the premises of public housing agencies and to "public accommodations" such as stores and movie theaters, it does not apply to private-market rental housing. Therefore, in public housing the GBHA must evaluate a request for a service animal under both the ADA and the Fair Housing Act. Service animals are limited to trained dogs.

Neither service animals nor assistance animals are pets, and thus, are not subject to the GBHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2013-01].

10-I.B. APPROVAL OF SERVICE ANIMALS AND ASSISTANCE ANIMALS

Notice FHEO 2013-01 states that the GBHA should first evaluate the request as a service animal under the ADA. The GBHA may only ask whether the dog is a service animal required due to a disability, and what tasks the animal has been trained to perform.

The GBHA cannot required proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

The GBHA may only deny a request for a service animal in limited circumstances:

- The animal is out of control and the handler does not take effective action to control it
- The animal is not housebroken or
- The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable accommodation of other policies

A service animal must be permitted in all areas of the facility where members of the public are allowed.

If the animal does not qualify as a service animal under the ADA, the GBHA must next determine whether the animal would qualify as an assistance animal under the reasonable accommodation provisions of the Fair Housing Act. Such assistance animals may include animals other than dogs.

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal [PH Occ GB, p.179].

The GBHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

The GBHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p.179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The GBHA has the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

GBHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog's services.

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request and the GBHA must approve a reasonable accommodation in accordance with the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority the GBHA may have to regulate service animals and assistance animals under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

GBHA Policy
Residents must care for service animals and assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that service animals and assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. The GBHA will require a medical professional to complete a form illustrating the relationship between the person's disability and the person with disabilities need for the animal.

When a resident's care or handling of a service animal or assistance animal violates these policies, the GBHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the GBHA determines that no such accommodation can be made, the GBHA may withdraw the approval of a particular service or assistance animal.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

The GBHA may require registration of the pet with the GBHA [24 CFR 960.7070(b)(5)].

GBHA Policy
Pets must be registered with the GBHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual re-examination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Approve Pets

GBHA Policy
The GBHA will refuse to register a pet if:

The pet is not *a common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The GBHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the GBHA refuses to approve a pet, a written notification will be sent to the pet owner within 10 business days of the GBHA's decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the GBHA's grievance procedures.

Pet Agreement

GBHA Policy
Residents who have been approved to have a pet must ~~enter into a~~ sign the pet agreement with the GBHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident's certification that he or she has received a copy of the GBHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

The resident further certifies by signing the pet agreement that he or she understands that noncompliance with the GBHA's pet policy and applicable house rules may result in the withdrawal of GBHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]
The GBHA may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the GBHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

The GBHA may not require pet owners to have any pet's vocal cords removed.

Definition of "Common Household Pet"
There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize the GBHA to defined the term [24 CFR 5.306(2)].

GBHA Policy
Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

Reptiles

Rodents

Insects

Arachnids

Wild animals or feral animals

Pot-bellied pigs

Animals used for commercial breeding

Pet Restrictions

GBHA Policy
The following animals are not permitted:

~~Any animal whose adult weight will exceed 50 pounds~~

Dogs of the pit bull, Rottweiler, chow, or boxer breeds

Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations

Any animal not permitted under state or local law or code

Number of Pets

GBHA Policy
Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will be counted as 1 pet. Fish that are of a hostile nature, such as Beta fish, are to be kept in separate tanks and never united.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with GBHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315' 24 CFR 960.707(a)].

Pet Area Restrictions

GBHA Policy

Pets must be maintained within the resident's unit. When outside of the unit, (within the building or on the grounds) dogs and cats must be kept on a leash or carried or placed inside a traveling kennel. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

~~Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.~~

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

Pets are not permitted within the community room where food is served (specifically the Nutritional lunch program at Mason Manor).

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p.182]

The GBHA may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of buildings, or sections of buildings for residency by pet-owning tenants.

The GBHA may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The GBHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The GBHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

The GBHA may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

GBHA Policy

With the exception of common areas as described in the previous policy, the GBHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the GBHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

GBHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in an appropriate container provided by the GBHA

(only for Mason Manor where pet waste bins are placed on exterior, Scattered Sites housing must properly dispose of pet waste on their own).

The pet owner shall take adequate precautions to eliminate any unsanitary pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

GBHA Policy
Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

GBHA Policy
Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

GBHA Policy
Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Each pet owner shall be responsible for appropriately training and caring for his/her pet to ensure that the pet is not a nuisance or danger to other residents and does not damage GBHA property.

No person, owner, or custodian shall permit any animal (including fowl) to be at large within the City of Green Bay. Any animal shall be deemed to be at large when it is off the premises owned or leased by its owner or custodian unless crated, penned, or under the control of a person able to control the animal by means of a leash of sufficient strength to control the action of the animal, or such other personal attention as will reasonably control the conduct and actions of the animal [Green Bay City Ordinance 8.06].

Responsible Parties

GBHA Policy
The pet owner will be required to designate at least one responsible party for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the GBHA and sign a statement that they agree to abide by all of the pet rules.

Pets Temporarily on the Premises

GBHA Policy
Pets that are not owned by a tenant are not allowed on the premises without prior approval from management. Any resident who is temporarily pet sitting will have to pay the full pet deposit ($250.00 for cat or dog, $150.00 fish, bird or smaller animals) to GBHA the resident can bring the pet into the dwelling unit. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the GBHA.

Pet Rule Violations

GBHA Policy
All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 5 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of his or her choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

GBHA Policy
If the pet owner and the GBHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the GBHA, the GBHA will require immediate removal of the pet.

The notice will contain:
A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

GBHA Policy
If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the GBHA after reasonable efforts cannot contact the responsible party, the GBHA may contact the appropriate state or local agency (Animal Control) and request the removal of the pet.

Termination of Tenancy

GBHA Policy
The GBHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

GBHA Policy
The GBHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the GBHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the GBHA's policies for pet deposits and fees in elderly, disabled, and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

10-III.B. PET DEPOSITS

Payment of Deposit

The GBHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is an addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by the GBHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the GBHA may require. The GBHA may permit gradual accumulation of the pet deposit by the owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

GBHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is $150.00 for birds and fish and $250.00 per dog or cat, and must be paid in full before the pet is brought on the premises, unless otherwise permitted.

The $150.00 pet deposit for birds and fish is considered "per cage" or "per aquarium tank".

Refund of Deposit [24 CFR 5.318(d)(1)]

The GBHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The GBHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

GBHA Policy

The GBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit. GBHA staff will conduct a pet damage inspection once the resident has notified that the pet is no longer in the unit. Any pet damages within the unit will be deducted from the pet deposit.

The resident will be billed for any amount that exceeds the pet deposit.

The GBHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the GBHA will provide a meeting to discuss the charges.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

GBHA Policy
All reasonable expenses incurred by the GBHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the GBHA's ability to impose charges for house pet rule violations. However, charges for violation of GBHA pet rules may be treated like charges for other violations of the lease and GBHA tenancy rules.

GBHA Policy
Per Green Bay City ordinance, no person who possesses an animal shall permit such animal to defecate upon any property other than that of its owner or custodian unless the custodian immediately thereafter cleans up and removes such animal excreta from such property [Green Bay City ordinance 8.04(5)]. Furthermore, no person possessing an animal shall permit more than 24 hours accumulation of such animal's manure to remain on property under the possessor's control [Green Bay City ordinance 8.04(6)].

A separate pet waste removal charge beginning at a minimum of $~~25~~10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the GBHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of rent payable by the resident.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the GBHA's policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

The GBHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

If the GBHA requires a resident to pay a pet deposit, the deposit must be placed in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The GBHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

GBHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is $150.00 for birds and fish and $250.00 per dog or cat, and must be paid in full before the pet is brought on the premises, unless otherwise permitted.

The $150.00 pet deposit for birds and fish is considered "per cage" or "per aquarium tank".

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

GBHA Policy

The GBHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The GBHA will provide the resident with a written list of any charges against the pet deposit within ~~21~~ 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the GBHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

The GBHA may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

~~GBHA Policy~~

~~The GBHA does require pet owners to pay a non-refundable nominal pet fee:~~

~~$50.00 per month for all birds, cats, and dogs~~
~~$10.00 per month for all aquarium tanks holding 11-20 gallons of water~~
~~$5.00 per month for all aquarium tanks holding 10 gallons of water or less~~

~~Charges for the non-refundable pet fee are not part of rent payable by the resident.~~

10-IV.D. OTHER CHANGES

Pet-Related Damages During Occupancy

GBHA Policy
All reasonable expenses incurred by the GBHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

The cost of repairs and replacements to the resident's dwelling unit

Fumigation of the dwelling unit

Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the GBHA's ability to impose charges for house pet rule violations. However, charges for violation of GBHA's pet rules may be treated like charges for other violations of the lease and GBHA tenancy rules.

GBHA Policy
A separate pet waste removal charge beginning at a minimum of $~~25~~10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

If the GBHA is cited and charged due to the pet owner's inability to remove pet waste in a timely and thorough manner, the resident of the property at which the citation occurred will be assessed in the amount of the original charge.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

Report to the
Housing Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.4.

Consideration with possible action to amend Chapter 11: Community Service, of the Admissions and Continued Occupancy Plan.

BACKGROUND

New updates were announced by the Department of Housing and Urban Development which the Green Bay Housing Authority is requesting to adopt.

Key changes include updates to who is considered an exempt individual of the community service requirement, switching from an exempt individual to nonexempt and vice versa, the Green Bay Housing Authority's process of notifying tenants that are subject to the service requirement and guidance for non-compliant residents of the service requirement.

RECOMMENDATION

Staff is recommending approval to amend Chapter 11: Community Service, of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

1. Chapter 11- Community Service REVISED

Chapter 11
COMMUNITY SERVICE

INTRODUCTION

This chapter explains HUD regulations requiring the GBHA to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and GBHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: GBHA Implementation of Community Service. This part provides GBHA policy regarding GBHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

11-I.A. OVERVIEW

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (960.600 through 960.609). The GBHA and residents must comply with the community service requirement, effective with GBHA fiscal years that commenced on or after October 1, 2000. Per 903.7(1)(1)(iii), the GBHA ACOP must contain a statement of how the GBHA will comply with the community service requirement, including any cooperative agreement that the GBHA has entered into or plan entered into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR 960.601(b)]. The community service requirement applies to all adult residents of public housing except exempt individuals.

In administering community service requirements, the GBHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR 960.605(c)(5)].

11-I.B. REQUIREMENTS

Each adult resident of the GBHA, who is not exempt, must [24 CFR 960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).
- The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

GBHA Policy

The required community service or self-sufficiency activity ~~may~~ must be completed at 8 hours each. GBHA will provide each household member who is required to perform 8 hours of

community service each month with a community service form. This form must be completed and signed by supervisor on site where the community service is performed. ~~month or may be aggregated across a 12-month period. Any blocking of hours is acceptable as long as 96 hours is completed by each annual recertification.~~

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH ~~2009-48~~2015-12]

~~Exemptions for adult residents, as codified at 24 CFR 960.01, include persons who are:~~An exempt individual is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under Section 216[i][1] or 1614 of the Social Security Act), *and* who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities~~.~~

GBHA Policy

The GBHA will consider 20 hours per week as a minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program
- This exemption applies to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.
- ~~In order for an individual to be exempt from the CSSR requirement because s/he is "engaged in work activities," the person must be participating in an activity that meets one of the following definitions of "work activity" contained in Section 407 (d) of the Social Security Act (42 U.S.C. Section 607(d)):~~

- ~~Unsubsidized employment;~~
- ~~subsidized private-sector employment;~~
- ~~subsidized public-sector employment;~~
- ~~work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;~~
- ~~on-the-job training;~~
- ~~job search;~~
- ~~community service programs;~~
- ~~vocational educational training (not to exceed 12 months with respect to any individual);~~
- ~~job-skills training directly related to employment;~~

- ~~education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;~~
- ~~satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;~~

~~Able to meet requirements under a State program funded under part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a state-administered Welfare-to-Work program; or,~~

~~A member of a family receiving assistance, benefits, or services under a state program funded under part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.~~

Community Service [24 CFR 960.601(b), Notice PIH ~~2009-48~~2015-12]

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service is not employment and may not include political activities. Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
- Nonprofit organizations serving GBHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAI), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- GBHA housing to improve grounds or provide gardens (so long as such work does not alter the GBHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parent may volunteer

The GBHA may form its own policy in regards to accepting community services at profit-motivated entities, acceptance of volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work.

GBHA Policy

Community services at profit-motivated entities, volunteer work performed at homes or offices of general private citizens, and court-ordered or probation-based work will not be considered eligible community service activities.

Economic Self-Sufficiency Program [24 CFR 5.603(b), Notice PIH 2015-12]
For purposes of satisfying the community service requirement, an economic self-sufficiency program is defined by HUD as: Any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- ~~Any activity required by the Department of Public Assistance under Temporary Assistance for Needy Families (TANF)~~
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Work Activities [42 U.S.C. 607(d)]
As it relates to an exemption from the community service requirement, work activities means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

~~Provision of child services to an individual who is participating in a community service program~~

Notification Requirements [24 CFR 960.605(c)(2), Notice PIH ~~2009-48~~2015-12, Notice PIH 2016-06]
The GBHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process or GBHA verification of exempt status. The GBHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the

policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease. The family must also sign a certification at annual reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

GBHA Policy
The GBHA will provide the family with a copy of the Community Service Policy found in Exhibit 11-1 of this chapter, at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. The policy will notify the family that self-certification forms are subject to review by the GBHA.

On an annual basis, at the time of lease renewal, the GBHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

11-1.C. DETERMINATION OF EXEMPTION STATUS AND COMPLIANCE [24 CFR 960.605(c)(3)]
The GBHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

GBHA Policy
Where the lease term does not coincide with the effective date of the annual re-examination, the GBHA will change the effective date of the annual re-examination to coincide with the lease term. In making this change, the GBHA will ensure that the annual re-examination is conducted within 12 months of the last annual re-examination.

Annual Determination

Determination of Exemption Status
An exempt individual is excused from the community service requirement [24 CFR 960.6039(a)].

GBHA Policy
At least ~~30~~ 60 days prior to lease renewal, the GBHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the GBHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, verification of exemption status will be done only at the initial exemption.

Upon completion of the verification process, the GBHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance
The GBHA must review resident family compliance with service requirements annually at least thirty days before the end of the twelve month lease term [24 CFR 960.605(c)(3)]. As part of this review, the

GBHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

GBHA Policy
Approximately 60 days prior to the end of the lease term, the GBHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the GBHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or GBHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status b~~B~~etween Annual Determinations

GBHA Policy
Exempt to Nonexempt Status:

If an exempt individual becomes nonexempt during the twelve month lease term, it is the family's responsibility to report this change to the GBHA within 10 business days. Any claim of exemption will be verified by the GBHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the GBHA determining such a change is necessary, the GBHA will provide the family written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed. ~~that the family member is no longer subject to the community service requirement, if the GBHA is able to verify the exemption.~~

Determination of Initial Compliance
When an adult family member becomes subject to community service, he or she must perform 8 hours of community service for the months he or she is subject to the requirement before the end of the lease term (anniversary date).

- Example 1: Alberto Jones turns 18 on 5/10/15 and is not exempt from the community service requirement. His community service requirement begins on 6/1/15, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30/15.
  - Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date)

Example 2: Lisa Dewhurst leaves her job on 9/20/14 and is not exempt from the community service requirement. Her community service requirement begins on 10/1/14, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30/15.

- Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

The exemption will be effective after 30 days, allowing the household member to either find other employment or begin community service. After 30 days, if the individual is not considered exempt, community service requirements will be effective immediately.

Nonexempt to Exempt Status:

If a nonexempt person becomes exempt during the 12-month lease term, it is the family's responsibility to report this change to the GBHA within 10 business days. Any claim of exemption will be verified by the GBHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the GBHA determining such a change is necessary, the GBHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the GBHA is able to verify the exemption.

~~The exemption will be effective after 30 days, allowing the household member to either find other employment or begin community service. After 30 days, if the individual is not considered exempt, community service requirements will be effective immediately.~~ The exemption will be effective immediately.

11-I.D. DOCUMENTATION AND VERIFICATION [24 CFR 960.605(c)(4), 960.607, Notice PIH 2016-08]

The GBHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

GBHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The GBHA will provide a completed copy to the family and will keep a copy in the tenant file.

The GBHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The GBHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the GBHA's determination, s/he can dispute the decision through the GBHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the GBHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

If qualifying community service activities are administered by an organization other than the GBHA, a family member who is required to fulfill a service requirement must ~~provide certification to the GBHA, signed by the organization, that the family member has performed the qualifying activities~~ documentation required by the GBHA. The GBHA may require a self-certification or certification from a third party[24 CFR 960.607].

If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.
If the PHA accepts self-certification, it must validate a sample of certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.

GBHA Policy
~~If anyone in the family is subject to the community service requirement, the GBHA will provide the family with community service documentation forms at admission, at lease renewal, when a family member becomes subject to the community service requirement during the lease term, or upon request by the family.~~

~~Each individual who is subject to the requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.~~

~~Families will be required to submit the documentation to the GBHA on a monthly basis. The GBHA has the discretion to alter this timetable case by case.~~

~~If the GBHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the GBHA has the right to require third-party verification.~~
Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA, at ~~least annually~~monthly.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require additional third-party verification.

11-I.E. NONCOMPLIANCE

~~Initial Noncompliance~~Noncompliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term [24 CFR 960.603(b)].

The GBHA may not evict a family due to CSSR noncompliance. However, if the GBHA finds a tenant is noncompliant with CSSR, the GBHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the GBHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the GBHA or the family provides written assurance that is satisfactory to the GBHA explaining that the tenant or other noncompliant resident no longer resides in the unit. Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement

~~If the tenant or another family member has violated the community service requirement, the GBHA may not renew the lease upon expiration of the twelve-month term of the lease, unless the tenant and any other noncompliant family member enter into a written agreement with the GBHA. Under this agreement the tenant and noncompliant family member must agree to cure the noncompliance by completing the additional hours of community service or economic self-sufficiency needed to make up the total number of hours required, over the twelve-month term of the new lease. In addition, all other members of the family who are subject to the service requirement must be currently complying with the service requirement or must no longer be residing in the unit~~ [24 CFR 960.607(c), Notice PIH 2015-12].

~~***Notice of Initial Noncompliance [24 CFR 960.607(b)]***~~

~~If the GBHA determines that there is a family member who is required to fulfill a service requirement, but who has failed to comply with this obligation (noncompliant resident), the GBHA must notify the tenant of this determination.~~

~~The notice to the tenant must briefly describe the noncompliance. The notice must state that the GBHA will not renew the lease that the end of the 12-month lease term unless the tenant, and any other noncompliant resident, enter into a written agreement with the GBHA to cure the noncompliance, or the family provides written assurance satisfactory to the GBHA that the tenant or other noncompliant resident no longer resides in the unit.~~

The notice must also state that the tenant may request a grievance hearing on the GBHA's determination, in accordance with the GBHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the GBHA's nonrenewal of the lease because of the GBHA's determination.

GBHA Policy

The notice of ~~initial~~ noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the 12-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the GBHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing, or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the GBHA will not renew tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance and Enforcement Documentation [24 CFR 960.607(b)]

Should a family member refuse to sign a written work-out agreement, or fail to comply with the terms of the work-out agreement, the GBHA is required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR 966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the GBHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- Right of the tenant to be represented by counsel;
- Opportunity for the tenant to refute the evidence presented by the GBHA, including the right to confront and cross-examine witnesses and present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

~~If, after the 12-month cure period, the family member is still not compliant, the GBHA must terminate tenancy of the entire family, according to the GBHA's lease, unless the family provides documentation that the noncompliant resident no longer resides in the unit.~~

GBHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's nonrenewal notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of noncompliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the GBHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing, or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically not renew at the end of the current lease term without further notice.

~~**Enforcement Documentation [Notice PIH 2009-48]**~~

~~This section lists the procedural safeguards the GBHA is required to take with regard to compliance enforcement.~~

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

11-II.A. OVERVIEW

The GBHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the GBHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

GBHA Implementation of Community Service

The GBHA may not substitute any community service or self-sufficiency activities performed by the residents for work ordinarily performed by GBHA employees, or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR 960.609].

GBHA Policy

The GBHA will notify its insurance company if residents will be performing community service at the GBHA. In addition, the GBHA will ensure that the conditions under which the work is to be performed are not hazardous.

If a disabled resident certifies that s/he is able to perform community service, the GBHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

GBHA Program Design

The GBHA may administer qualifying community service or economic self-sufficiency activities directly, or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR 960.605(b)].

GBHA Policy

The GBHA will attempt to provide the broadcasted choices possible to residents as they choose community service activities.

The GBHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The GBHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The GBHA will make every effort to identify volunteer opportunities through the community, especially those in proximity to public housing developments. To the greatest extent possible, the GBHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

Any written agreements or partnerships with contractors and/or qualified organizations, including resident organizations, are described in the GBHA Plan.

The GBHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

When the GBHA has a ROSS program, a ROSS Service Coordinator, or an FSS program, the GBHA will coordinator individual training and service plans (ITSPs) with the community service requirement. Regular meetings with the GBHA coordinators will satisfy community service activities and GBHA coordinators will verify community service hours within individual monthly logs.

EXHIBIT 11-1: COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service—volunteer work which includes, but is not limited to:

- Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.
- Work with a nonprofit organization such as: Parks and Recreation, Untied Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling aid, your or senior organizations.
- Work at the house authority to help with litter control
- Work at the housing authority to help with children's programs
- Work at the house authority to help with senior programs
- Helping neighborhood groups with special projects
- Working through a resident organization to help other residents with problems
- Serving as an officer in a resident organization
- Serving on the Resident Advisory Board
- Caring for children of other residents so they may volunteer

NOTE: Political activity is excluded.

Self-Sufficiency Activities— self-sufficiency activities ~~that~~ include, but are not limited to:

- Job readiness ~~programs~~or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers

Employment counseling, work placement, or basic skills training

Education, including higher education (junior college or college), or reading, financial, or computer literacy classes

- ~~Job training programs~~
- ~~GED classes~~
- ~~Substance abuse or mental health counseling~~
- English proficiency or ~~literacy (reading) classes~~English as a second language classes

- Apprenticeships (formal or informal)
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

~~Any kind of class that helps a person toward economic independence~~
~~Student status at any school, college, or vocation school~~

Exempt Adult—any adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][1] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- ~~Is working at least 30 hours per week~~engaged in ~~*work activities*~~
- Is working at least 20 hours per week engaged in work activities.
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state of Wisconsin, including a state-administered welfare-to-work program; or~~Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program including State-administered welfare-to-work program~~
- Is a member of a family receiving assistance, benefits or other services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the GBHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity ~~TANF or any other State welfare program and has not been found~~ to be in noncompliance with such program

The GBHA can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities – as it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high

school diploma or a certificate of high school equivalency

- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of child care services to an individual who is participating in a community service program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.

2. At least eight (8) hours of activity must be performed each month, or may be aggregated across a year. Any blocking of hours is acceptable as long as long as 96 hours is completed by each annual certification of compliance. ~~An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The housing authority will make the determination of whether to allow or disallow a deviation from the scheduled based on a family's written request.~~

3. Family obligation:

    - At least execution, all adult members (18 or older) of a public housing resident family must:

        - Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and

        - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.

    - Upon written notice from the GBHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
    - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, as a condition of continued occupancy.
    - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.

4. Change in exempt status:

    - If, during the twelve (12) month lease period, a nonexempt person becomes exempt it is his or her responsibility to report this to the GBHA and provide documentation of exempt status.
    - If, during the twelve (12) month lease period, an exempt person becomes nonexempt it is his or her responsibility to report this to the GBHA. Upon receipt of this

information, the GBHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the GBHA will:

    - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
    - Provide in-house opportunities for volunteer work or self-sufficiency activities.

2. The GBHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family member will be required to submit documentation to support their exemption, the GBHA will verify the exemption status in accordance with its verification policies. The GBHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the GBHA's grievance procedure if they disagree with the GBHA's determination.
4. Noncompliance of family member:

    - At least thirty (30) days prior to the end of the 12-month lease term, the GBHA will begin reviewing the exempt or nonexempt status and compliance of family members;
    - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the GBHA finds the family member to be noncompliant, the GBHA will not renew the lease unless:

        - The head of household and any other noncompliant resident enter into a written agreement with the GBHA, to make up the deficient hours over the next twelve (12) month period; or
        - The family provides written documentation satisfactory to the GBHA that the noncompliant family member no longer resides in the unit.

    - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the GBHA that the noncompliant family member no longer resides in the unit;
    - The family may use the GBHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

_____ _____

Resident Date

_____ _____

Resident Date

EXHIBIT 11-2: DEFINITION OF A PERSON WITH A DISABILITY UNDER SOCIAL SECURITY ACTS 216(i)(1) and Section 1416(excerpt) FOR PURPOSES OF EXEMPTION FROM COMMUNITY SERVICE

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term "disability" means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term "blindness" means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. Any eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):
SEC. 1614. [42 U.S.C. 1382c](a)(1) For purposes of this title, the term "aged, blind, or disabled individual" means an individual who—

(A) Is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and
(B) (i) is a resident of the United States, and is either (1) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye, which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be

expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

EXHIBIT 11-3: GBHA DETERMINATION OF EXEMPT FOR COMMUNTIY SERVICE

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from the GBHA's community service requirement for the following reason:

☐ 62 years of age or older. *(Documentation of age in file)*

☐ Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. *(Documentation of HUD definition of disability in file)*

Tenant certification. I am a person with disabilities and am unable to comply with the community service requirement.

_____ _____
Signature of Family Member Date

☐ Is the primary caretaker of such an individual in the above category. *(Documentation in file)*

☐ Is working at least ~~30~~ 20 hours per week (Employment verification file)

☐ Is participating in a welfare-to-work program (Documentation in file)

☐ Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state of Wisconsin, including a state-administered welfare-to-work program ~~Meets the requirements for being exempted from having to engage in a work activity under TANF or any other State welfare program, including a State-administered welfare-to-work program~~ (Documentation in file)

☐ Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the GBHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or administering entity~~under TANF or any other State welfare program and has not been found~~ to be in noncompliance with such program (Documentation in file)

Signature of Family Member _____ Date _____

Signature of GBHA Official _____ Date _____

EXHIBIT 11-4: CSSR WORK-OUT AGREEMENT

Date: _____

Noncompliant Adult: _____

Adult family member: _____

Community Service & Self-Sufficiency Requirement (CSSR):

Under Section 12 of the U.S. Housing Act, the GBHA is required to enforce the community service and self-sufficiency requirement (CSSR). Under the CSSR, each nonexempt adult family member residing in public housing must perform 8 hours per month of community service or self sufficiency activities.

Noncompliance: The GBHA has found that the nonexempt individual named above is in noncompliance with the CSSR. This work-out agreement is the PHA's written notification to you of this noncompliance.

Our records show that for the most recent lease term you were required to perform _____ hours of CSSR activities. However, there were _____ hours of verified CSSR activities. Therefore, you are in noncompliance for _____ hours.

The GBHA will not renew the lease at the end of the current 12-month lease term unless the head of household and noncompliant adult sign a written work-out agreement with the GBHA or the family provides written assurance that is satisfactory the GBHA explaining that the noncompliant adult no longer resides in the unit. The regulations require that the work-out agreement include the means through which a noncompliant family member will comply with the CSSR requirement. [24 CFR 960.607(c), Notice PIH 2015-12]. The terms of the CSSR work-out agreement are on the reverse side of this page.

Enforcement: Should a family member refuse to sign this CSSR work-out agreement, or fail to comply with the terms of this CSSR work-out agreement, or fail to provide satisfactory written assurance that the noncompliant adult no longer resides in the unit, the GBHA is required to initiate termination of tenancy proceedings at the end of the current 12-month lease [24 CFR 966.53(c)].

Terms of CSSR Work-Out Agreement

Noncompliant Adult: _____

Please check one of the below boxes:

❒ I [head of household or spouse/cohead] certify that the noncompliant adult named above no longer resides in the unit. [Verification attached.]

❒ I, the noncompliant adult named above, agree to complete _____ hours in the upcoming 12-month lease term. These hours include the _____ hours not fulfilled in the most previous lease term, plus the 96 hours for the upcoming lease term.

Below is a description of means through which I will comply with the CSSR requirement:

	Description of Activity	Number of Hours
1.		
2.		
3.		
4.		
5.		
	Total Hours	

SIGNED AND ATTESTED THIS DATE

Signature: _____ *Date:* _____
Head of Household

Signature: _____ *Date:* _____
Noncompliant Adult, if other than Head of Household

Signature: _____ *Date:* _____
GBHA Official

Report to the
Housing Authority of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.5.

Consideration with possible action to amend Chapter 12: Transfer Policy of the Admissions and Continued Occupancy Plan.

BACKGROUND

New updates were announced by the Department of Housing and Urban Development which the Green Bay Housing Authority is requesting to adopt.

Key changes include transfer policies for verified incidents of domestic violence, dating violence, sexual assault or stalking.

RECOMMENDATION

Staff is recommending approval to amend Chapter 12: Transfer Policy of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

1. Chapter 12- Transfer Policy REVISED

Chapter 12
TRANSFER POLICY

INTRODUCTION
This chapter explains the GBHA's transfer policy, based on HUD regulations, HUD guidance, and GBHA policy decisions.

This chapter describes HUD regulations and GBHA policies related to transfers in four parts:

> Part I: Emergency Transfers. This part describes emergency transfers, emergency transfer procedures, and payment of transfer costs.
>
> Part II: GBHA Required Transfers. This part describes types of transfers that may be required by the GBHA, notice requirements, and payment of transfer costs.
>
> Part III: Transfers Requested by Residents. This part describes types of transfers that may be requested by residents, eligibility requirements, security deposits, payment of transfer costs, and handling of transfer requests.
>
> Part IV: Transfer Processing. This part describes creating a waiting list, prioritizing transfer requests, the unit offer policy, examples of good cause, de-concentration, transferring to another development and re-examination.

The GBHA may require the tenant to move from the unit under some circumstances. There are also emergency circumstances under which alternate accommodations for the tenant must be provided, that may or may not require a transfer.

The tenant may also request a transfer, such as a request for a new unit as a reasonable accommodation.

The GBHA must have specific policies in place to deal with acceptable transfer requests.

PART I: EMERGENCY TRANSFERS

12-I.A. OVERVIEW
HUD categorizes certain situations that require emergency transfers [PH Occ GB, p.147]. The emergency transfer differs from a typical transfer in that it requires immediate action by the GBHA.

In the case of a genuine emergency, it may be unlikely that the GBHA will have the time or resources to immediately transfer a tenant. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, the GBHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution, i.e., return to the unit or transfer to another unit, is possible.

12-I.B. EMERGENCY TRANSFERS
If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupancy, the GBHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4(h)].

GBHA Policy
The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:

Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours. Examples of such unit or building conditions would include: a gas leak; no heat in the building during the winter; no water; toxic contamination; and serious water leaks.

A verified incident of domestic violence, dating violence, sexual assault, or stalking. For instances of domestic violence, dating violence, sexual assault, or stalking, the threat may be established through documentation outlined in section 16-VII.D. In order to request the emergency transfer, the requestor must submit an emergency transfer request form (HUD-5383) (Exhibit 16-4 of this ACOP), although, the PHA may waive this requirement in order to expedite the transfer process.

The PHA will immediately process requests for transfers due to domestic violence, dating violence, sexual assault, or stalking. The PHA will allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available. The PHA defines *immediately available* as a vacant unit, that is ready for move-in within a reasonable period of time, not to exceed **3 days]**. If an internal transfer to a safe unit is not immediately available, the PHA will assist the resident in seeking an external emergency transfer either within or outside the PHA's programs.

The PHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan.

12-I.C. EMERGENCY TRANSFER PROCEDURES

GBHA Policy
If the transfer is necessary because of maintenance conditions, and an appropriate unit is not immediately available, the GBHA will provide temporary accommodations to the tenant by arranging for temporary lodging at a hotel or similar location. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, the GBHA will transfer the resident to the first available and appropriate unit after the temporary relocation.

Emergency transfers that arise due to maintenance conditions are mandatory for the tenant.

If the emergency transfer is necessary to protect a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will follow procedures outlined in Exhibit 16-4.

12-I.D. COSTS OF TRANSFER

GBHA Policy
The GBHA will bear the reasonable costs of temporarily accommodating the tenant, as well as bearing the costs of long term transfers, if any, due to emergency conditions.

The reasonable cost of transfers includes the cost of packing, moving, and unloading.

The GBHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the GBHA will collect information from companies in the community that provide these services.

The GBHA will reimburse the family for eligible out-of-pocket moving expenses up to the GBHA's established moving allowance.

PART II: GBHA-REQUIRED TRANSFERS

12-II.A. OVERVIEW

HUD regulations regarding transfers are minimal, leaving it up to the GBHA to develop reasonable transfer policies.

The GBHA may require that a resident transfer to another unit under some circumstances. For example, the GBHA may require a resident to transfer to make an accessible unit available to a disabled family. The GBHA may also transfer a resident in order to maintain occupancy standards based on family composition. Finally, the GBHA may transfer residents in order to demolish or renovate the unit.

A transfer that is required by the GBHA is an adverse action, and is subject to the notice requirements for adverse actions [24 CFR 966.4(e)(8)(i)].

12-II.B. TYPES OF GBHA-REQUIRED TRANSFERS

GBHA Policy
The types of transfers that may be required by the GBHA, include, but are not limited to, transfers to make an accessible unit available for a disabled family, transfers to comply with occupancy standards, transfers for demolition, disposition, revitalization, or rehabilitation, and emergency transfers as discussed in Part I of this chapter.

Transfers required by the GBHA are mandatory for the tenant.

Transfer to Make an Accessible Unit Available

When a family is initially given an accessible unit, but does not require the accessible features, the GBHA may require the family to agree to move to a non-accessible unit when it becomes available [24 CFR 8.27(b)].

GBHA Policy
When a non-accessible unit becomes available, the GBHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not

accessible. The GBHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

Occupancy Standards Transfers

The GBHA may require a resident to move when a re-examination indicates that there has been a change in family composition, and the family is either overcrowded or over-housed according to GBHA policy [24 CFR 960.257(a)(4)]. On some occasions, the GBHA may initially place a resident in an inappropriately sized unit at lease-up, where the family is over-housed, to prevent vacancies. The public housing lease must include the tenant's agreement to transfer to an appropriately sized unit based on family composition ~~when available~~ [24 CFR 966.4(c(3)].

GBHA Policy

The GBHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.

For purposes of the transfer policy, overcrowded and over-housed are defined as follows:

Overcrowded: the number of household member exceeds the maximum number of persons allowed for the unit size in which the family resides, according to the chart in Section 5-I.B.

Over-housed: the family no longer qualifies for the bedroom size in which type are living based on the GBHA's occupancy standards as described in Section 5-I.B.

The GBHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on the GBHA's occupancy standards, when the GBHA determines there is a need for the transfer.

The GBHA may elect not to transfer an over-housed family in order to prevent vacancies.

A family that is required to move because of family size will be advised by the GBHA that a transfer is necessary and that the family has been placed on the transfer list.

Families that request and are granted an exception to the occupancy standards (for either a larger or smaller size unit) in accordance with the policies in Section 5-I.C. will only be required to transfer if it is necessary to comply with the approved exception.

Demolition, Disposition, Revitalizations, or Rehabilitation Transfers

These transfers permit the GBHA to demolish, sell or do major capital or rehabilitation work at a building site [PH Occ GB, p. 148].

GBHA Policy

The GBHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished. The GBHA's relocation plan may or may not require transferring affected families to other available public housing units.

If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.

In cases of revitalization or rehabilitation, the family may be offered a temporary relocation if allowed under Relocation Act provisions, and may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

12-II.C. ADVERSE ACTION [24 CFR 966.4(e)(8)(i)]

A GBHA-required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, the GBHA may not take action on the transfer until the conclusion of the grievance process.

GBHA Policy

The GBHA will bear the reasonable costs of transfers that the GBHA requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

The GBHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the GBHA will collect information from companies in the community that provide these services.

The GBHA will reimburse the family for eligible out-of-pocket moving expenses up to the GBHA's established moving allowance.

12-II.D. COST OF TRANSFER

GBHA Policy

The GBHA will bear the reasonable costs of transfers that the GBHA requires, except that residents will be required to bear the cost of occupancy standards transfers.

The reasonable costs of transfers include the cost of packing, moving, and unloading.

The GBHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, the GBHA will collect information from companies in the community that provide these services.

The GBHA will reimburse the family for eligible out-of-pocket moving expenses up to the GBHA's established moving allowance.

PART III: TRANSFERS REQUESTED BY TENANTS

12-III.A. OVERVIEW

HUD provides the GBHA with discretion to consider transfer requests from tenants. The only requests that the GBHA is required to consider are requests for reasonable accommodation. All other transfer requests are at the discretion of the GBHA. To avoid administrative costs and burdens, this policy limits the type of requests that will be considered by the GBHA.

Some transfers that are requested by tenants should be treated as higher priorities than others due to the more urgent need to transfer.

12-III.B. TYPES OF RESIDENT REQUESTED TRANSFERS

GBHA Policy
The types of requests for transfers that the GBHA will consider are limited to requests for transfers to alleviate a serious or life threatening medical condition, transfers due to a threat of physical harm or criminal activity, reasonable accommodation, transfers to a different unit size as long as the family qualifies for the unit according to the GBHA's occupancy standards, and transfers to a location closer to employment. All other transfer requests will be considered by the GBHA upon their discretion.

The GBHA will consider the following as high priority transfer requests:

When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature.

When there has been a verified threat of physical harm or criminal activity. Such circumstances may, at the GBHA's discretion, include an assessment by law enforcement indicating that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, dating violence, sexual assault, or stalking.

When a family requests a transfer as a reasonable accommodation. Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.

The GBHA will consider the following as regular priority transfer requests:

When a family requests a larger bedroom size unit even though the family does not meet the GBHA's definition of overcrowded, as long as the family meets the GBHA's occupancy standards for the requested size unit.

When the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation and public transportation is not adequate.

Transfers requested by the tenant are considered optional for the tenant.

12-III.C. ELIGIBILITY FOR TRANSFER

Transferring residents do not have to meet the admission eligibility requirements pertaining to income or preference. However, the GBHA may establish other standards for considering a transfer request [PH Occ GB, p.150].

GBHA Policy
Except where reasonable accommodation is being requested, the GBHA will only consider transfer requests from residents that meet the following requirements:

Have not engaged in criminal activity that threatens the health or safety of residents and staff

Owe no back rent or other charges, or have a pattern of late payment

Have no housekeeping lease violations or history of damaging property

Can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities)

A resident with housekeeping standards violations will not be transferred until the resident passes a follow-up housekeeping inspection.

Exceptions to the good record requirement may be made when it is to the GBHA's advantage to make the transfer. Exceptions may also be made when the GBHA determines that a transfer is necessary to protect the health or safety of a resident who is a victim of domestic violence, dating violence, sexual assault or stalking and who provides documentation of abuse in accordance with section 16-VII.D of this ACOP.

If a family requested to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, the family will not be eligible to transfer to a larger size unit for a period of two years from the date of admission, unless they have a change in family size or composition, or it is needed as a reasonable accommodation.

12-III.D. SECURITY DEPOSITS

GBHA Policy
When a family transfers from one unit to another, the GBHA will refund the tenant their security deposit, minus any charges, for the "old unit" and require a new security deposit be paid for the "new unit".

12-III.E. COST OF TRANSFER

The GBHA must pay moving expenses to transfer a resident with a disability to an accessible unit as an accommodation for the resident's disability [Notice PIH 2010-26].

GBHA Policy
The resident will bear all of the costs of transfer s/he requests. However, the GBHA will bear the costs when the transfer is done as a reasonable accommodation.

12-III.F. HANDLING OF REQUESTS

GBHA Policy
Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.

In case of a reasonable accommodation transfer, the GBHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, the GBHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.

The GBHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as

documentation of domestic violence, dating violence, sexual assault or stalking in accordance with section 16-VII.D of this ACOP.

If the family does not meet the "good record" requirements under Section 12-III.C., the manager will address the problem and, until resolved, the request for transfer will be denied.

The GBHA will respond within ten (10) business days of the submission of the family's request. If the GBHA denies the request for transfer, the family will be informed of its grievance rights.

PART IV: TRANSFER PROCESSING

12-IV.A. OVERVIEW

Generally, families who request a transfer should be placed on a transfer list and processed in a consistent and appropriate order. The transfer process must be clearly auditable to ensure that residents do not experience inequitable treatment.

12-IV.B. TRANSFER LIST

GBHA Policy

Each development will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.

Emergency transfers will not automatically go on the transfer list. Instead emergency transfers will be handled immediately, on a case by case basis. If the emergency cannot be resolved by a temporary accommodation, and the resident requires a permanent transfer, the family will be placed at the top of the transfer list.

Transfers will be processed in the following order:

1. Emergency transfers (hazardous maintenance conditions)
2. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation)
3. Transfers to make accessible units available
4. Demolition, renovation, etc.
5. Occupancy standards
6. Other GBHA-required transfers
7. Other tenant-requested transfers

For Scattered Site units, within each category, transfers will be processed in order of the date a family was placed on the transfer list, starting with the earliest date. For Mason manor, transfers will be processed in order of seniority of residency, starting with the earliest move-in date.

With the approval of the property manager, the GBHA may, on a case-by-case basis, transfer a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.

Demolition and renovation transfers will gain the highest priority as necessary to allow the GBHA to meet the demolition or renovation schedule.

Transfers will take precedence over waiting list admissions.

12-IV.C. TRANSFER OFFER POLICY

GBHA Policy
Residents will receive one offer of a transfer.

When the transfer is required by the GBHA, the refusal of that offer without good cause will result in lease termination.

When the transfer has been requested by the resident, the refusal of that offer without good cause will result in the removal of the family from the transfer list.

12-IV.D. GOOD CAUSE FOR UNIT REFUSAL

GBHA Policy
Examples of good cause for refusal of a unit offer include, but are not limited to, the following:

The family demonstrates to the GBHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.

The family demonstrates to the GBHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence, or stalking in accordance with section 16-VII.D of this ACOP. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or a live-in aide necessary to the care of the principal household member.

The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.

The unit has lead-based paint and the family includes children under the age of six.

The GBHA will require documentation of good cause for unit refusals.

12-IV.E. DE-CONCENTRATION

GBHA Policy
If subject to de-concentration requirements, the GBHA will consider its de-concentration goals when transfer units are offered. When feasible, families above the Established Income Range will be offered a unit in a development that is below the Established Income Range, and vice versa, to achieve the GBHA's de-concentration goals. A de-concentration offer will be considered a

"bonus" offer; that is, if a resident refuses a de-concentration offer, the resident will receive one additional transfer offer.

12-IV.F. RE-EXAMINATION POLICIES FOR TRANSFERS

GBHA Policy

The re-examination date will be changed to the first of the month in which the transfer took place.

Report to the
Housing Authority
of the City of Green Bay

MEETING DATE	PREPARED BY
November 21, 2019	Jayme Valentine, Staff

AGENDA ITEM # E.6.

Consideration with possible action regarding Flat rents and Utility allowances, effective January 1, 2020.

BACKGROUND

PHAs are required to conduct rent comparables for their units and review utility allowances annually as well as adjust flat rent amounts as necessary within 90 days of HUD publishing new FMRs. Flat rents must be no less than 80 percent of the area FMR and should take into account the utility allowances for the unit. HUD generally publishes new FMRs on or around October 1st of each year. The GBHA traditionally adopts new utility allowances and flat rents effective January 1, 2020.

RECOMMENDATION

Staff is recommending approval of the new Flat Rents and Utility Allowances, effective January 1, 2020.

FISCAL IMPACT

ATTACHMENTS

1. Proposed Flat Rents - UA 2020

Green Bay Housing Authority's Flat Rents and Utility Allowances
Effective January 1, 2020

HUD's Fair Market Rents

	Efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom
FY2015	468	569	754	1077	1106
FY2016	466	569	756	1037	1041
FY2017	474	557	738	1035	1039
FY2018	531	591	786	1113	1121
FY2019	590	650	860	1215	1231
FY2020	572	624	822	1160	1177

Scattered Sites & Mason Manor Flat & Ceiling Rents and Utility Allowances

Bedroom Size	80% Fair Market Rent*	Utility Allowance**	80% of FMR minus UA (minimum)	Current Flat Rent	Approved New Flat Rent	Change in Flat Rent
Mason Manor sm 1 bedroom	499	0	520	520	520	$0
Mason Manor lg 1 bedroom	499	0	520	520	547	$0
Mason Manor 2 bedroom	658	0	688	688	688	$0
Scattered Site 2 bedroom	658	117	541	688	688	$0
Scattered Site 3 bedroom	928	136	792	972	973	$0
Scattered Site 4 bedroom	942	160	782	1020	1020	$0

*HUD requires as of June 1, 2014 PHAs establish flat rents at no less than 80% FMR. A comparability study must be done annually and rents may thus be set higher based on comparables, but still must be no less than 80% of FMR.

**Utility Allowances based on BCHA's single family home Utility Allowances

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Check		**10/31/2019**		**Service Cha...**	**1111.01 · General ...**	
				Service Charge	4530.00 · Bank Fees	-83.10
TOTAL						-83.10
Bill Pmt -Check	**5350**	**10/09/2019**	**ACE DRAIN & SE...**	**1428 Dousm...**	**1111.01 · General ...**	
Bill	14382	09/11/2019		televise drain...	4430.16 · Plumbing	-175.00
TOTAL						-175.00
Bill Pmt -Check	**5351**	**10/09/2019**	**AMA HEATING**		**1111.01 · General ...**	
Bill	S87301	09/26/2019		maintenance ...	4430.10 · Heating a...	-1,613.10
TOTAL						-1,613.10
Bill Pmt -Check	**5352**	**10/09/2019**	**AT&T**	**door system**	**1111.01 · General ...**	
Bill	9/22/19	09/22/2019		door system	4190.07 · Tele Fax...	-44.81
				door system	4190.07 · Tele Fax...	-44.80
TOTAL						-89.61
Bill Pmt -Check	**5353**	**10/09/2019**	**BELLIN HOME HE...**	**RN commun...**	**1111.01 · General ...**	
Bill	MB3556	09/30/2019		RN Communi...	4230.00 · Ten Ser-...	-500.00
TOTAL						-500.00
Bill Pmt -Check	**5354**	**10/09/2019**	**Bug Blaster Inc**	**1424 Admira...**	**1111.01 · General ...**	
Bill	27069	09/27/2019		cocroaches	4430.17 · Extermin...	-100.00
TOTAL						-100.00
Bill Pmt -Check	**5355**	**10/09/2019**	**CITY OF GREEN B...**		**1111.01 · General ...**	
Bill	970-12420	09/13/2019		stoves	4430.25 · Unit Repair	-1,799.97
				keys & dead...	4420.00 · Maint - S...	-94.94
Bill	970-12420	09/17/2019		waste manag...	4430.19 · Garbage ...	-410.00
				moistner/file f...	4190.03 · Paper & ...	-30.39
				moistner/file f...	4190.03 · Paper & ...	-30.38
Bill	970-12420	09/17/2019		light parts	4420.00 · Maint - S...	-56.91
				blinds/vents/...	4420.00 · Maint - S...	-343.51
Bill	970-12420	09/19/2019		fridge shelf/c...	4420.00 · Maint - S...	-139.44
Bill	970-12420	09/19/2019		Epoxy/ door ...	4420.00 · Maint - S...	-72.50
				stove outlet/...	4420.00 · Maint - S...	-105.50
Bill	125087	09/23/2019		mailings	4190.02 · Postage	-26.54
				brochures/cal...	4190.01 · Printing	-288.75
				apps	4190.01 · Printing	-210.00
Bill	970-12420	09/23/2019		Hibu ad	4190.08 · Marketing	-20.00
Bill	970-12422	09/30/2019		Wages	4110.00 · Admin Sa...	-7,396.82
				Benefits	4182.00 · Employe...	-3,295.08
				Wages	4410.00 · Maint - L...	-7,369.44
				Benefits	4433.00 · Emp Ben...	-2,908.76
				Wages	4110.00 · Admin Sa...	-4,404.98
				Benefits	4182.00 · Employe...	-1,744.77
				Wages	4410.00 · Maint - L...	-5,227.12
				Benefits	4433.00 · Emp Ben...	-2,038.82
				Wages	4110.00 · Admin Sa...	-5,016.62
				Benefits	4182.00 · Employe...	-2,186.15

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill	124716	09/30/2019		waste	4430.19 · Garbage ...	-160.00
Bill	125732	10/03/2019		fuel	4430.03 · Maint - Tr...	-67.19
				fuel	4430.00 · Maint - C...	-67.19
TOTAL						-45,511.77
Bill Pmt -Check	**5356**	**10/09/2019**	**David Schmidt**		**1111.01 · General ...**	
Bill	9/1-9/30/19 Mileage	09/30/2019		mileage	4150.00 · Travel	-20.01
				mileage	4150.00 · Travel	-20.01
Bill	10/1/19 mileage	10/01/2019		mileage	4150.00 · Travel	-7.83
				mileage	4150.00 · Travel	-7.83
TOTAL						-55.68
Bill Pmt -Check	**5357**	**10/09/2019**	**Ellison Electric Su...**	**ss**	**1111.01 · General ...**	
Bill	1107981	09/23/2019		lights	4420.00 · Maint - S...	-213.14
TOTAL						-213.14
Bill Pmt -Check	**5358**	**10/09/2019**	**FIRST SUPPLY G...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	11865012-02	09/24/2019		toilet seats & ...	4420.00 · Maint - S...	-207.72
TOTAL						-207.72
Bill Pmt -Check	**5359**	**10/09/2019**	**GRAINGER**	**1424 Admira...**	**1111.01 · General ...**	
Bill	9304370647	09/25/2019		gentex	4420.00 · Maint - S...	-1,712.40
TOTAL						-1,712.40
Bill Pmt -Check	**5360**	**10/09/2019**	**GREEN BAY WAT...**		**1111.01 · General ...**	
Bill	9/30/19-32063-01	09/30/2019		firelines	4390.00 · Other Util...	-132.00
Bill	9/30/19-4665-01	09/30/2019		1424 Admirla...	4390.00 · Other Util...	-338.00
				1424 Admirla...	4310.00 · Water	-3,638.50
TOTAL						-4,108.50
Bill Pmt -Check	**5361**	**10/09/2019**	**H.J. MARTIN & SO...**		**1111.01 · General ...**	
Bill	HJ260548	09/26/2019		flooring	4430.25 · Unit Repair	-9,450.26
Bill	hj262240	09/30/2019		flooring	4430.25 · Unit Repair	-698.75
TOTAL						-10,149.01
Bill Pmt -Check	**5362**	**10/09/2019**	**InPro Corporation**	**00432500**	**1111.01 · General ...**	
Bill	1437665	09/26/2019		door parts	4420.00 · Maint - S...	-217.66
				door parts	4430.25 · Unit Repair	-1,500.00
TOTAL						-1,717.66
Bill Pmt -Check	**5363**	**10/09/2019**	**Jayme Valentine**	**mileage**	**1111.01 · General ...**	
Bill	9/1-9/30/19 mileage	09/30/2019		mileage	4150.00 · Travel	-12.00
				mileage	4150.00 · Travel	-44.26
TOTAL						-56.26

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	**5364**	**10/09/2019**	**LANGAN INVESTI...**		**1111.01 · General ...**	
Bill	9/1-9/30/19 MM	10/03/2019		screenings	4130.01 · Investigat...	-126.00
Bill	9/1-9/30/19 MSS	10/03/2019		screenings	4130.01 · Investigat...	-257.50
TOTAL						-383.50
Bill Pmt -Check	**5365**	**10/09/2019**		**SD refund**	**1111.01 · General ...**	
Bill	SD refund	09/30/2019		SD refund - L...	2114.00 · Tenant S...	-82.93
				Key Dept ref...	2114.02 · Security ...	-2.07
TOTAL						-85.00
Bill Pmt -Check	**5366**	**10/09/2019**	**Lindeman's Cleani...**		**1111.01 · General ...**	
Bill	93207	07/31/2019		fixing drapes	4430.01 · Maint - N...	-15.00
Bill	101791	09/23/2019		cleanind drap...	4430.01 · Maint - N...	-63.55
Bill	101787	09/23/2019		cleaning drap...	4430.01 · Maint - N...	-50.21
Bill	102411	09/25/2019		fixing drapes ...	4430.01 · Maint - N...	-15.00
Bill	102410	09/25/2019		fixing drapes ...	4430.01 · Maint - N...	-30.00
Bill	102307	09/25/2019		cleaining dra...	4430.01 · Maint - N...	-54.66
Bill	102305	09/25/2019		cleaning drap...	4430.01 · Maint - N...	-54.66
TOTAL						-283.08
Bill Pmt -Check	**5367**	**10/09/2019**	**MID-STATE SUPPLY**		**1111.01 · General ...**	
Bill	4311171	09/26/2019		cabinets	4430.25 · Unit Repair	-423.10
Bill	4311257	09/27/2019		maint supplies	4420.00 · Maint - S...	-27.46
TOTAL						-450.56
Bill Pmt -Check	**5368**	**10/09/2019**	**PAMPERIN CONS...**		**1111.01 · General ...**	
Bill	9/20/19	09/20/2019		repaird walls ...	4420.00 · Maint - S...	-1,283.00
Bill	9/22/19	09/22/2019		cabinet install	4430.25 · Unit Repair	-1,933.00
Bill	9/23/19	09/23/2019		repaird basm...	4420.00 · Maint - S...	-902.00
Bill	9/26/19	09/26/2019		repaired foun...	4420.00 · Maint - S...	-1,488.00
TOTAL						-5,606.00
Bill Pmt -Check	**5369**	**10/09/2019**	**Positive Electrics I...**		**1111.01 · General ...**	
Bill	11948	09/30/2019		snow plow	4430.11 · Snow Re...	-7,195.00
Bill	11947	10/01/2019		pallet forks	4430.11 · Snow Re...	-715.50
TOTAL						-7,910.50
Bill Pmt -Check	**5370**	**10/09/2019**	**Robert Salesky**	**1424 Admira...**	**1111.01 · General ...**	
Bill	9/18/19	09/18/2019		keys	4420.00 · Maint - S...	-8.00
TOTAL						-8.00
Bill Pmt -Check	**5371**	**10/09/2019**	**Sandberg K9 Solu...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	1525	09/30/2019		inspection	4430.17 · Extermin...	-150.00
TOTAL						-150.00

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	**5372**	**10/09/2019**	**SCHINDLER ELEV...**	**1424 Admial...**	**1111.01 · General ...**	
Bill	8105163952	10/01/2019		elevator main...	4430.12 · Elevator ...	-3,247.32
TOTAL						-3,247.32
Bill Pmt -Check	**5373**	**10/09/2019**	**TIME WARNER CA...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	9/18-10/17/19	09/19/2019		internet	4230.00 · Ten Ser-...	-64.99
TOTAL						-64.99
Bill Pmt -Check	**5374**	**10/09/2019**	**TRI CITY GLASS**	**VOID: 1440 ...**	**1111.01 · General ...**	
TOTAL						0.00
Bill Pmt -Check	**5375**	**10/09/2019**	**WISCONSIN PUBL...**		**1111.01 · General ...**	
Bill	9/25/19-2671-00197	09/25/2019		1424 Admirla...	4330.00 · Gas	-523.48
Bill	9/26/19-2671-00195	09/26/2019		896 School	4320.00 · Electricity	-35.59
				896 School	4330.00 · Gas	-18.44
Bill	10/19 UR's	10/01/2019		510 N Chest...	4320.01 · Utility Rei...	-178.00
				1010 Pine - ...	4320.01 · Utility Rei...	-29.00
				1343 Univers...	4320.01 · Utility Rei...	-67.00
				1420 Univers...	4320.01 · Utility Rei...	-86.00
				1440 Univeri...	4320.01 · Utility Rei...	-86.00
				839 Christian...	4320.01 · Utility Rei...	-172.00
				837 Christian...	4320.01 · Utility Rei...	-30.00
				509 S Maple ...	4320.01 · Utility Rei...	-88.00
				913 N Chest...	4320.01 · Utility Rei...	-36.00
TOTAL						-1,349.51
Bill Pmt -Check	**5376**	**10/09/2019**	**Jayme Valentine**	**resident me...**	**1111.01 · General ...**	
Bill	SS meeting 10/9/19	10/09/2019		resident mee...	4590.00 · Other Ge...	-250.00
TOTAL						-250.00
Bill Pmt -Check	**5377**	**10/09/2019**	**Tri County Overhe...**	**1440 Univer...**	**1111.01 · General ...**	
Bill	4251151	09/24/2019		repair garage...	4420.00 · Maint - S...	-90.00
TOTAL						-90.00
Bill Pmt -Check	**5378**	**10/16/2019**	**VAN VREEDE'S**	**stove**	**1111.01 · General ...**	
Bill	91409206	10/16/2019		Comm Room...	4432.00 · Extraordi...	-5,082.45
TOTAL						-5,082.45
Bill Pmt -Check	**5379**	**10/24/2019**	**BDO PHA Finance**	**conference**	**1111.01 · General ...**	
Bill	1096815425	10/11/2019		conference	4140.00 · Staff Trai...	-650.00
TOTAL						-650.00

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	**5380**	**10/24/2019**	**BELLIN HOME HE...**	**Community ...**	**1111.01 · General ...**	
Bill	MB3574	10/14/2019		RN Communi...	4230.00 · Ten Ser-...	-475.00
TOTAL						-475.00
Bill Pmt -Check	**5381**	**10/24/2019**	**BELSON CO**	**1424 Admira...**	**1111.01 · General ...**	
Bill	345173	10/16/2019		ice melt	4430.11 · Snow Re...	-543.41
TOTAL						-543.41
Bill Pmt -Check	**5382**	**10/24/2019**	**Bug Blaster Inc**		**1111.01 · General ...**	
Bill	27303	10/03/2019		Bed bug treat...	4430.17 · Extermin...	-140.00
Bill	27765	10/16/2019		cockoach trat...	4430.17 · Extermin...	-125.00
Bill	27766	10/16/2019		cocroach tre...	4430.17 · Extermin...	-125.00
TOTAL						-390.00
Bill Pmt -Check	**5383**	**10/24/2019**	**CELLCOM**	**cell bill**	**1111.01 · General ...**	
Bill	367308	10/15/2019		Cell bill	4190.07 · Tele Fax...	-68.32
				Cell bill	4190.07 · Tele Fax...	-72.50
TOTAL						-140.82
Bill Pmt -Check	**5384**	**10/24/2019**	**CITY OF GREEN B...**		**1111.01 · General ...**	
Bill	125339	09/26/2019		HR Services	4190.10 · Miscellan...	-4,762.67
Bill	970-12420	09/30/2019		latch/keys/el...	4420.00 · Maint - S...	-109.35
				drip bowls	4420.00 · Maint - S...	-42.35
Bill	970-12420	09/30/2019		knob/TP holder	4420.00 · Maint - S...	-24.93
Bill	125426	09/30/2019		trash pickup	4430.19 · Garbage ...	-80.00
Bill	970-12420	10/03/2019		stamps	4190.02 · Postage	-165.00
				stamps	4190.02 · Postage	-165.00
Bill	970-12420	10/03/2019		blinds/filters/li...	4420.00 · Maint - S...	-511.59
Bill	125765	10/04/2019		computer	4430.25 · Unit Repair	-665.00
Bill	970-12420	10/04/2019		saw	4420.00 · Maint - S...	-269.99
				saw	4420.00 · Maint - S...	-270.00
Bill	970-12420	10/08/2019		WAHA connf...	4140.00 · Staff Trai...	-278.00
Bill	970-12420	10/08/2019		keys/locks/ba...	4420.00 · Maint - S...	-131.89
Bill	970-12420	10/08/2019		Background ...	4130.01 · Investigat...	-4.97
				Background ...	4130.01 · Investigat...	-4.98
				resident activ...	4220.01 · Ten Ser -...	-109.19
				section 18 m...	4220.01 · Ten Ser -...	-34.58
Bill	970-12420	10/10/2019		cover/adhesi...	4420.00 · Maint - S...	-68.42
TOTAL						-7,697.91
Bill Pmt -Check	**5385**	**10/24/2019**	**Clean By Design L...**		**1111.01 · General ...**	
Bill	1535	10/02/2019		cleaning - #508	4430.00 · Maint - C...	-340.00
				cleaning # 517	4430.00 · Maint - C...	-250.00
				cleaning #410	4430.00 · Maint - C...	-340.00
Bill	1536	10/15/2019		cleaning 140...	4430.00 · Maint - C...	-906.20
TOTAL						-1,836.20

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	**5386**	**10/24/2019**	**D & D Glass Co. L...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	74986	10/02/2019		repair screens	4420.00 · Maint - S...	-243.70
TOTAL						-243.70
Bill Pmt -Check	**5387**	**10/24/2019**	**ELAND ELECTRIC**		**1111.01 · General ...**	
Bill	96240	10/09/2019		control button	4420.00 · Maint - S...	-431.32
Bill	96241	10/09/2019		buttons/ scre...	4420.00 · Maint - S...	-802.75
TOTAL						-1,234.07
Bill Pmt -Check	**5388**	**10/24/2019**	**FIRST SUPPLY G...**		**1111.01 · General ...**	
Bill	11865012-03	09/30/2019		assemblies	4420.00 · Maint - S...	-26.67
Bill	11865012.05	10/01/2019		assembly	4420.00 · Maint - S...	-2.53
Bill	11865012.04	10/01/2019		assemblies	4420.00 · Maint - S...	-35.42
Bill	11872902-00	10/11/2019		handles	4420.00 · Maint - S...	-85.82
TOTAL						-150.44
Bill Pmt -Check	**5389**	**10/24/2019**	**GRAINGER**	**1424 Admira...**	**1111.01 · General ...**	
Bill	9319673985	10/10/2019		motor	4420.00 · Maint - S...	-154.92
TOTAL						-154.92
Bill Pmt -Check	**5390**	**10/24/2019**	**GREEN BAY WAT...**		**1111.01 · General ...**	
Bill	10/14/19-1033-02	10/14/2019		712 Bond	4390.00 · Other Util...	-57.41
				712 Bond	4310.00 · Water	-274.37
Bill	10/14/19-514-06	10/14/2019		967 Holzer	4390.00 · Other Util...	-57.41
				967 Holzer	4310.00 · Water	-174.06
Bill	10/14/19-2375-04	10/14/2019		1428 Dousman	4390.00 · Other Util...	-57.41
				1428 Dousman	4310.00 · Water	-18.80
Bill	10/16/19-1882-05	10/16/2019		886 Division	4390.00 · Other Util...	-57.41
				886 Division	4310.00 · Water	-116.62
Bill	10/16/19-2170-03	10/16/2019		815 Dousman	4390.00 · Other Util...	-57.41
				815 Dousman	4310.00 · Water	-161.99
TOTAL						-1,032.89
Bill Pmt -Check	**5391**	**10/24/2019**	**KONE INC**		**1111.01 · General ...**	
Bill	959372935	10/01/2019		elevator maint	4430.12 · Elevator ...	-450.00
TOTAL						-450.00
Bill Pmt -Check	**5392**	**10/24/2019**	**LARSON PAINTING**		**1111.01 · General ...**	
Bill	5251	10/03/2019		painting	4430.25 · Unit Repair	-1,317.72
Bill	5250	10/03/2019		painting	4430.25 · Unit Repair	-1,239.51
TOTAL						-2,557.23
Bill Pmt -Check	**5393**	**10/24/2019**	**Lindeman's Cleani...**		**1111.01 · General ...**	
Bill	103008	10/03/2019		cleaning drap...	4430.01 · Maint - N...	-59.10
Bill	103030	10/07/2019		cleaning drap...	4430.01 · Maint - N...	-63.55
TOTAL						-122.65

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	**5394**	**10/24/2019**	**LIZER LAWN CARE**		**1111.01 · General ...**	
Bill	95802AD	09/12/2019		August Mowing	4430.13 · Landscap...	-99.60
Bill	97593AD	10/09/2019		Sept mowing	4430.13 · Landscap...	-124.50
Bill	97657AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-49.80
Bill	97651AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-49.80
Bill	97611AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-124.50
Bill	97644AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-124.50
Bill	97592AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-99.60
Bill	97652AD	10/10/2019		Sept mowing	4430.13 · Landscap...	-124.50
TOTAL						-796.80
Bill Pmt -Check	**5395**	**10/24/2019**	**Lutheran Social S...**	**social servie...**	**1111.01 · General ...**	
Bill	147453	09/30/2019		social services	4210.00 · Ten Ser-...	-5,557.00
TOTAL						-5,557.00
Bill Pmt -Check	**5396**	**10/24/2019**	**MID-STATE SUPPLY**		**1111.01 · General ...**	
Bill	4312484	10/03/2019		drip trays	4420.00 · Maint - S...	-56.80
Bill	4312489	10/03/2019		sink drip tray	4420.00 · Maint - S...	-38.20
Bill	4314282	10/14/2019		cabinets	4430.25 · Unit Repair	-489.95
TOTAL						-584.95
Bill Pmt -Check	**5397**	**10/24/2019**	**SCOTT WARNER ...**		**1111.01 · General ...**	
Bill	122	10/09/2019		kitchen exha...	4420.00 · Maint - S...	-160.00
Bill	124	10/09/2019		back exterior ...	4420.00 · Maint - S...	-125.00
Bill	123	10/09/2019		repiar vent/b...	4420.00 · Maint - S...	-75.00
TOTAL						-360.00
Bill Pmt -Check	**5398**	**10/24/2019**	**TIME WARNER CA...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	10/1-10/31/19	10/01/2019		cable	4230.00 · Ten Ser-...	-2,483.39
TOTAL						-2,483.39
Bill Pmt -Check	**5399**	**10/24/2019**	**VAN'S FIRE & SAF...**	**1424 Admira...**	**1111.01 · General ...**	
Bill	4128596	10/07/2019		inspection	4430.09 · Fire Prote...	-95.00
TOTAL						-95.00
Bill Pmt -Check	**5400**	**10/24/2019**	**WISCONSIN PUBL...**		**1111.01 · General ...**	
Bill	9/30/19-2671-00002	09/30/2019		1424 Admiral...	4320.00 · Electricity	-4,609.00
Bill	9/30/19-2671-00036	09/30/2019		1424 Admiral...	4320.00 · Electricity	-224.54
Bill	9/30/19-2671-00192	09/30/2019		1428 Dousman	4320.00 · Electricity	-43.39
				1428 Dousman	4330.00 · Gas	-14.02
Bill	10/2/19-2671-00195	10/02/2019		896 School	4320.00 · Electricity	-7.30
				896 School	4330.00 · Gas	-3.80
Bill	10/7/19-2671-00196	10/07/2019		1125 University	4320.00 · Electricity	-40.55
				1125 University	4330.00 · Gas	-18.34
Bill	10/9/19-2671-00189	10/09/2019		816 N Maple	4320.00 · Electricity	-43.20
				816 N Maple	4330.00 · Gas	-18.86
Bill	10/11/19-2671-00...	10/11/2019		1125 University	4320.00 · Electricity	-29.97
				1125 University	4330.00 · Gas	-19.28

Green Bay Housing Authority
Check Detail
October 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill	10/14/19-2671-00...	10/14/2019		1410 University	4320.00 · Electricity	-42.87
				1410 University	4330.00 · Gas	-23.50
TOTAL						-5,138.62

Green Bay Housing Authority
Budget vs. Actual
Summary

Oct-19

	COCC		Mason Manor		RevBonds		ScSite		TOTAL	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Total Income	56,793.51	2,525.00	293,103.32	820,095.69	8,500.00	24,955.00	96,274.45	291,940.58	454,671.28	1,139,516.27
Total Expense	41,107.08	158,300.00	281,890.32	1,154,394.73	28,925.03	717,325.00	172,931.14	639,921.85	524,853.57	2,669,941.58
Net Income	**15,686.43**	**-155,775.00**	**11,213.00**	**-334,299.04**	**-20,425.03**	**-692,370.00**	**-76,656.69**	**-347,981.27**	**-70,182.29**	**-1,530,425.31**

Reserve Spreadsheet

	MM	SS
Projected from 6/30/19	476,008	245,925
YTD Net Income/(loss) Without Depreciation	11,213	(76,657)
Commited Funds	(150,000)	-
Remaining Projects	-	(12,482)
Subtotal	337,221	156,786
Transfer	-	-
Projected Reserve	337,221	156,786
6 Month Expenses	442,264	239,658
Excess/shortfall	(105,043)	(82,872)
	☹	☹

Green Bay Housing Authority
Budget vs. Actual Detail

	COCC				Mason Manor			
	YTD	Budget	$ Over Budget	% of Budget	YTD	Budget	$ Over Budget	% of Budget
Income								
2802.00 · Hud Contributions	0.00	0.00	0.00	0.0%	55,403.50	160,609.00	-105,205.50	34.5%
3110.00 · Dwelling Rental	0.00	0.00	0.00	0.0%	128,246.23	494,266.69	-366,020.46	25.95%
3120.00 · Excess Utilities	0.00	0.00	0.00	0.0%	1,365.00	4,620.00	-3,255.00	29.55%
3510.00 · Management Fee Revenue	42,801.01	0.00	42,801.01	100.0%	0.00	0.00	0.00	0.0%
3520.00 · Asset Management Rev	8,060.00	0.00	8,060.00	100.0%	0.00	0.00	0.00	0.0%
3530.00 · BookKeeping Fee Rev	5,932.50	0.00	5,932.50	100.0%	0.00	0.00	0.00	0.0%
3610.00 · Int Income	0.00	2,500.00	-2,500.00	0.0%	15,249.03	10,000.00	5,249.03	152.49%
3690.00 · Other Income - Tenants	0.00	0.00	0.00	0.0%	2,470.00	8,000.00	-5,530.00	30.88%
3690.01 · Other Income - Ins Dividends	0.00	25.00	-25.00	0.0%	4,142.44	600.00	3,542.44	690.41%
3690.02 · Other Income	0.00	0.00	0.00	0.0%	7,140.97	8,000.00	-859.03	89.26%
3690.03 · Cell Tower Rent	0.00	0.00	0.00	0.0%	79,086.15	134,000.00	-54,913.85	59.02%
9110.00 · Transfers In	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	56,793.51	2,525.00	54,268.51	2,249.25%	293,103.32	820,095.69	-526,992.37	35.74%
Expense								
4110.00 · Admin Salaries	23,242.92	70,000.00	-46,757.08	33.2%	34,805.91	92,000.00	-57,194.09	37.83%
4120.00 · Compensated Absences	0.00	0.00	0.00	0.0%	0.00	1,000.00	-1,000.00	0.0%
4130.00 · Legal Expense	0.00	350.00	-350.00	0.0%	0.00	2,500.00	-2,500.00	0.0%
4130.01 · Investigations Expense	0.00	0.00	0.00	0.0%	487.37	2,600.00	-2,112.63	18.75%
4140.00 · Staff Training	2,023.74	7,000.00	-4,976.26	28.91%	0.00	4,000.00	-4,000.00	0.0%
4150.00 · Travel	10.44	750.00	-739.56	1.39%	92.52	200.00	-107.48	46.26%
4160.00 · Management Fee	0.00	0.00	0.00	0.0%	32,736.55	97,055.04	-64,318.49	33.73%
4163.00 · BookKeeping Fee	0.00	0.00	0.00	0.0%	4,537.50	13,680.00	-9,142.50	33.17%
4165.00 · Asset Management Fee	0.00	0.00	0.00	0.0%	6,120.00	18,240.00	-12,120.00	33.55%
4171.00 · Auditing Fees	0.00	1,800.00	-1,800.00	0.0%	0.00	3,600.00	-3,600.00	0.0%
4182.00 · Employee Benefits - Admin	9,900.44	29,500.00	-19,599.56	33.56%	15,113.40	40,000.00	-24,886.60	37.78%
4190.01 · Printing	0.00	1,000.00	-1,000.00	0.0%	1,017.31	2,500.00	-1,482.69	40.69%
4190.02 · Postage	118.41	300.00	-181.59	39.47%	385.00	1,000.00	-615.00	38.5%
4190.03 · Paper & Office Supplies	114.04	1,500.00	-1,385.96	7.6%	343.82	1,500.00	-1,156.18	22.92%
4190.04 · Publications	68.98	300.00	-231.02	22.99%	0.00	0.00	0.00	0.0%
4190.05 · Membership Dues & Fees	0.00	400.00	-400.00	0.0%	0.00	50.00	-50.00	0.0%
4190.06 · Computer Support	0.00	8,000.00	-8,000.00	0.0%	0.00	12,000.00	-12,000.00	0.0%
4190.07 · Tele Fax & Comm	0.00	0.00	0.00	0.0%	550.63	1,500.00	-949.37	36.71%
4190.08 · Marketing	0.00	0.00	0.00	0.0%	986.00	2,300.00	-1,314.00	42.87%
4190.10 · Miscellaneous	4,762.67	15,000.00	-10,237.33	31.75%	0.00	2,000.00	-2,000.00	0.0%
4210.00 · Ten Ser-Salary	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4220.00 · Ten Ser-Recr Etc	0.00	0.00	0.00	0.0%	16.59	1,500.00	-1,483.41	1.11%
4220.01 · Ten Ser - Resident Part	0.00	0.00	0.00	0.0%	186.19	3,000.00	-2,813.81	6.21%
4230.00 · Ten Ser-Contrs	0.00	0.00	0.00	0.0%	11,963.44	36,500.00	-24,536.56	32.78%
4310.00 · Water	0.00	0.00	0.00	0.0%	14,394.00	43,000.00	-28,606.00	33.47%
4320.00 · Electricity	0.00	0.00	0.00	0.0%	23,210.42	68,500.00	-45,289.58	33.88%
4320.01 · Utility Reimbursements	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4330.00 · Gas	0.00	0.00	0.00	0.0%	5,587.71	31,000.00	-25,412.29	18.03%
4390.00 · Other Utilities	0.00	0.00	0.00	0.0%	1,484.00	4,250.00	-2,766.00	34.92%
4410.00 · Maint - Labor	0.00	0.00	0.00	0.0%	35,707.67	127,500.00	-91,792.33	28.01%
4420.00 · Maint - Supplies	0.00	100.00	-100.00	0.0%	21,371.47	67,000.00	-45,628.53	31.9%
4430.00 · Maint - Contracts	0.00	0.00	0.00	0.0%	4,823.77	37,219.69	-32,395.92	12.96%
4430.01 · Maint - Non-Contract	0.00	0.00	0.00	0.0%	866.89	5,500.00	-4,633.11	15.76%
4430.03 · Maint - Truck Maint	0.44	400.00	-399.56	0.11%	1,110.71	2,500.00	-1,389.29	44.43%
4430.09 · Fire Protection - Maint	0.00	0.00	0.00	0.0%	867.50	9,000.00	-8,132.50	9.64%
4430.10 · Heating and Cooling	0.00	0.00	0.00	0.0%	2,962.28	5,000.00	-2,037.72	59.25%
4430.11 · Snow Removal	0.00	0.00	0.00	0.0%	11,908.91	12,500.00	-591.09	95.27%
4430.12 · Elevator Maintenance	0.00	0.00	0.00	0.0%	5,047.32	10,500.00	-5,452.68	48.07%
4430.13 · Landscape and Grounds	0.00	0.00	0.00	0.0%	161.47	8,000.00	-7,838.53	2.02%
4430.15 · Electrical	0.00	0.00	0.00	0.0%	0.00	1,000.00	-1,000.00	0.0%
4430.16 · Plumbing	0.00	0.00	0.00	0.0%	165.00	1,750.00	-1,585.00	9.43%
4430.17 · Extermination	0.00	0.00	0.00	0.0%	8,513.16	23,000.00	-14,486.84	37.01%
4430.18 · Appliances	0.00	0.00	0.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
4430.19 · Garbage & Trash Removal	0.00	0.00	0.00	0.0%	2,023.08	3,500.00	-1,476.92	57.8%
4430.25 · Unit Repair	0.00	0.00	0.00	0.0%	513.40	0.00	513.40	100.0%
4432.00 · Extraordinary Maintenance	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4433.00 · Emp Ben Contr-ord maint	0.00	0.00	0.00	0.0%	14,473.03	47,000.00	-32,526.97	30.79%
4510.00 · Insurance Expense - Property	0.00	0.00	0.00	0.0%	10,606.50	10,100.00	506.50	105.02%
4510.01 · Insurance Expenses - Liability	232.00	225.00	7.00	103.11%	6,619.00	6,100.00	519.00	108.51%
4520.00 · PILOT	0.00	0.00	0.00	0.0%	0.00	33,750.00	-33,750.00	0.0%
4530.00 · Bank Fees	383.00	1,025.00	-642.00	37.37%	0.00	0.00	0.00	0.0%
4572.00 · Bad Debt - Tenant Rents	0.00	0.00	0.00	0.0%	0.00	13,000.00	-13,000.00	0.0%
4590.00 · Other General	250.00	20,000.00	-19,750.00	1.25%	0.00	0.00	0.00	0.0%
4800.00 · Depreciation Expense	0.00	650.00	-650.00	0.0%	0.00	215,000.00	-215,000.00	0.0%
9120.00 · Transfers Out	0.00	0.00	0.00	0.0%	0.00	25,000.00	-25,000.00	0.0%
Total Expense	41,107.08	158,300.00	-117,192.92	25.97%	281,890.32	1,154,394.73	-872,504.41	24.42%
Net Income/(Loss)	**15,686.43**	**-155,775.00**	**171,461.43**	**-10.07%**	**11,213.00**	**-334,299.04**	**345,512.04**	**-3.35%**

Green Bay Housing Authority
Budget vs. Actual Detail

	RevBonds				ScSite			
	YTD	Budget	$ Over Budget	% of Budget	YTD	Budget	$ Over Budget	% of Budget
Income								
2802.00 · Hud Contributions	0.00	0.00	0.00	0.0%	53,190.00	143,472.00	-90,282.00	37.07%
3110.00 · Dwelling Rental	0.00	0.00	0.00	0.0%	40,402.62	130,468.58	-90,065.96	30.97%
3120.00 · Excess Utilities	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
3510.00 · Management Fee Revenue	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
3520.00 · Asset Management Rev	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
3530.00 · BookKeeping Fee Rev	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
3610.00 · Int Income	0.00	10,000.00	-10,000.00	0.0%	0.00	7,500.00	-7,500.00	0.0%
3690.00 · Other Income - Tenants	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
3690.01 · Other Income - Ins Dividends	0.00	0.00	0.00	0.0%	0.00	1,500.00	-1,500.00	0.0%
3690.02 · Other Income	8,500.00	14,955.00	-6,455.00	56.84%	2,681.83	9,000.00	-6,318.17	29.8%
3690.03 · Cell Tower Rent	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
9110.00 · Transfers In	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	8,500.00	24,955.00	-16,455.00	34.06%	96,274.45	291,940.58	-195,666.13	32.98%
Expense								
4110.00 · Admin Salaries	0.00	1,000.00	-1,000.00	0.0%	20,534.39	64,000.00	-43,465.61	32.09%
4120.00 · Compensated Absences	0.00	0.00	0.00	0.0%	0.00	2,000.00	-2,000.00	0.0%
4130.00 · Legal Expense	0.00	0.00	0.00	0.0%	359.15	1,500.00	-1,140.85	23.94%
4130.01 · Investigations Expense	0.00	0.00	0.00	0.0%	1,553.68	3,500.00	-1,946.32	44.39%
4140.00 · Staff Training	0.00	0.00	0.00	0.0%	0.00	4,000.00	-4,000.00	0.0%
4150.00 · Travel	0.00	0.00	0.00	0.0%	223.00	500.00	-277.00	44.6%
4160.00 · Management Fee	0.00	0.00	0.00	0.0%	10,064.46	31,926.00	-21,861.54	31.52%
4163.00 · BookKeeping Fee	0.00	0.00	0.00	0.0%	1,395.00	4,500.00	-3,105.00	31.0%
4165.00 · Asset Management Fee	0.00	0.00	0.00	0.0%	1,940.00	6,000.00	-4,060.00	32.33%
4171.00 · Auditing Fees	0.00	525.00	-525.00	0.0%	0.00	3,400.00	-3,400.00	0.0%
4182.00 · Employee Benefits - Admin	0.00	300.00	-300.00	0.0%	8,298.96	26,500.00	-18,201.04	31.32%
4190.01 · Printing	0.00	0.00	0.00	0.0%	454.82	600.00	-145.18	75.8%
4190.02 · Postage	0.00	0.00	0.00	0.0%	385.00	1,000.00	-615.00	38.5%
4190.03 · Paper & Office Supplies	0.00	0.00	0.00	0.0%	343.82	800.00	-456.18	42.98%
4190.04 · Publications	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4190.05 · Membership Dues & Fees	0.00	0.00	0.00	0.0%	0.00	50.00	-50.00	0.0%
4190.06 · Computer Support	0.00	0.00	0.00	0.0%	0.00	6,750.00	-6,750.00	0.0%
4190.07 · Tele Fax & Comm	0.00	0.00	0.00	0.0%	394.49	1,200.00	-805.51	32.87%
4190.08 · Marketing	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4190.10 · Miscellaneous	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
4210.00 · Ten Ser-Salary	12,811.22	5,000.00	7,811.22	256.22%	0.00	0.00	0.00	0.0%
4220.00 · Ten Ser-Recr Etc	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4220.01 · Ten Ser - Resident Part	0.00	0.00	0.00	0.0%	34.58	1,250.00	-1,215.42	2.77%
4230.00 · Ten Ser-Contrs	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4310.00 · Water	0.00	0.00	0.00	0.0%	9,624.02	25,000.00	-15,375.98	38.5%
4320.00 · Electricity	0.00	0.00	0.00	0.0%	1,069.14	1,500.00	-430.86	71.28%
4320.01 · Utility Reimbursements	0.00	0.00	0.00	0.0%	3,494.00	0.00	3,494.00	100.0%
4330.00 · Gas	0.00	0.00	0.00	0.0%	495.62	1,500.00	-1,004.38	33.04%
4390.00 · Other Utilities	0.00	0.00	0.00	0.0%	3,555.38	10,000.00	-6,444.62	35.55%
4410.00 · Maint - Labor	0.00	0.00	0.00	0.0%	22,267.26	46,000.00	-23,732.74	48.41%
4420.00 · Maint - Supplies	0.00	0.00	0.00	0.0%	19,951.49	39,000.00	-19,048.51	51.16%
4430.00 · Maint - Contracts	0.00	0.00	0.00	0.0%	6,350.47	39,059.85	-32,709.38	16.26%
4430.01 · Maint - Non-Contract	0.00	0.00	0.00	0.0%	835.00	38,286.00	-37,451.00	2.18%
4430.03 · Maint - Truck Maint	0.00	0.00	0.00	0.0%	290.53	2,500.00	-2,209.47	11.62%
4430.09 · Fire Protection - Maint	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4430.10 · Heating and Cooling	0.00	0.00	0.00	0.0%	0.00	1,500.00	-1,500.00	0.0%
4430.11 · Snow Removal	0.00	0.00	0.00	0.0%	0.00	1,500.00	-1,500.00	0.0%
4430.12 · Elevator Maintenance	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4430.13 · Landscape and Grounds	0.00	0.00	0.00	0.0%	4,690.60	11,000.00	-6,309.40	42.64%
4430.15 · Electrical	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4430.16 · Plumbing	0.00	0.00	0.00	0.0%	175.00	7,000.00	-6,825.00	2.5%
4430.17 · Extermination	0.00	0.00	0.00	0.0%	1,775.00	1,500.00	275.00	118.33%
4430.18 · Appliances	0.00	0.00	0.00	0.0%	0.00	1,000.00	-1,000.00	0.0%
4430.19 · Garbage & Trash Removal	0.00	0.00	0.00	0.0%	710.60	1,000.00	-289.40	71.06%
4430.25 · Unit Repair	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4432.00 · Extraordinary Maintenance	16,113.81	710,000.00	-693,886.19	2.27%	0.00	0.00	0.00	0.0%
4433.00 · Emp Ben Contr-ord maint	0.00	0.00	0.00	0.0%	8,698.18	16,000.00	-7,301.82	54.36%
4510.00 · Insurance Expense - Property	0.00	0.00	0.00	0.0%	40,339.50	40,000.00	339.50	100.85%
4510.01 · Insurance Expenses - Liability	0.00	0.00	0.00	0.0%	2,628.00	3,600.00	-972.00	73.0%
4520.00 · PILOT	0.00	0.00	0.00	0.0%	0.00	32,000.00	-32,000.00	0.0%
4530.00 · Bank Fees	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4572.00 · Bad Debt - Tenant Rents	0.00	0.00	0.00	0.0%	0.00	12,000.00	-12,000.00	0.0%
4590.00 · Other General	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4800.00 · Depreciation Expense	0.00	0.00	0.00	0.0%	0.00	149,000.00	-149,000.00	0.0%
9120.00 · Transfers Out	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Expense	28,925.03	717,325.00	-688,399.97	4.03%	172,931.14	639,921.85	-466,990.71	27.02%
Net Income/(Loss)	**-20,425.03**	**-692,370.00**	**671,944.97**	**2.95%**	**-76,656.69**	**-347,981.27**	**271,324.58**	**22.03%**

Green Bay Housing Authority
Budget vs. Actual Detail
TOTAL

	YTD	Budget	$ Over Budget	% of Budget
Income				
2802.00 · Hud Contributions	108,593.50	304,081.00	-195,487.50	0.36
3110.00 · Dwelling Rental	168,648.85	624,735.27	-456,086.42	0.27
3120.00 · Excess Utilities	1,365.00	4,620.00	-3,255.00	0.30
3510.00 · Management Fee Revenue	42,801.01	0.00	42,801.01	1.00
3520.00 · Asset Management Rev	8,060.00	0.00	8,060.00	1.00
3530.00 · BookKeeping Fee Rev	5,932.50	0.00	5,932.50	1.00
3610.00 · Int Income	15,249.03	30,000.00	-14,750.97	0.51
3690.00 · Other Income - Tenants	2,470.00	8,000.00	-5,530.00	0.31
3690.01 · Other Income - Ins Dividends	4,142.44	2,125.00	2,017.44	1.95
3690.02 · Other Income	18,322.80	31,955.00	-13,632.20	0.57
3690.03 · Cell Tower Rent	79,086.15	134,000.00	-54,913.85	0.59
9110.00 · Transfers In	0.00	0.00	0.00	0.00
Total Income	454,671.28	1,139,516.27	-684,844.99	39.9%
Expense				
4110.00 · Admin Salaries	78,583.22	227,000.00	-148,416.78	34.62%
4120.00 · Compensated Absences	0.00	3,000.00	-3,000.00	0.0%
4130.00 · Legal Expense	359.15	4,350.00	-3,990.85	8.26%
4130.01 · Investigations Expense	2,041.05	6,100.00	-4,058.95	33.46%
4140.00 · Staff Training	2,023.74	15,000.00	-12,976.26	13.49%
4150.00 · Travel	325.96	1,450.00	-1,124.04	22.48%
4160.00 · Management Fee	42,801.01	128,981.04	-86,180.03	33.18%
4163.00 · BookKeeping Fee	5,932.50	18,180.00	-12,247.50	32.63%
4165.00 · Asset Management Fee	8,060.00	24,240.00	-16,180.00	33.25%
4171.00 · Auditing Fees	0.00	9,325.00	-9,325.00	0.0%
4182.00 · Employee Benefits - Admin	33,312.80	96,300.00	-62,987.20	34.59%
4190.01 · Printing	1,472.13	4,100.00	-2,627.87	35.91%
4190.02 · Postage	888.41	2,300.00	-1,411.59	38.63%
4190.03 · Paper & Office Supplies	801.68	3,800.00	-2,998.32	21.1%
4190.04 · Publications	68.98	300.00	-231.02	22.99%
4190.05 · Membership Dues & Fees	0.00	500.00	-500.00	0.0%
4190.06 · Computer Support	0.00	26,750.00	-26,750.00	0.0%
4190.07 · Tele Fax & Comm	945.12	2,700.00	-1,754.88	35.0%
4190.08 · Marketing	986.00	2,300.00	-1,314.00	42.87%
4190.10 · Miscellaneous	4,762.67	18,000.00	-13,237.33	26.46%
4210.00 · Ten Ser-Salary	12,811.22	5,000.00	7,811.22	256.22%
4220.00 · Ten Ser-Recr Etc	16.59	1,500.00	-1,483.41	1.11%
4220.01 · Ten Ser - Resident Part	220.77	4,250.00	-4,029.23	5.2%
4230.00 · Ten Ser-Contrs	11,963.44	36,500.00	-24,536.56	32.78%
4310.00 · Water	24,018.02	68,000.00	-43,981.98	35.32%
4320.00 · Electricity	24,279.56	70,000.00	-45,720.44	34.69%
4320.01 · Utility Reimbursements	3,494.00	0.00	3,494.00	100.0%
4330.00 · Gas	6,083.33	32,500.00	-26,416.67	18.72%
4390.00 · Other Utilities	5,039.38	14,250.00	-9,210.62	35.36%
4410.00 · Maint - Labor	57,974.93	173,500.00	-115,525.07	33.42%
4420.00 · Maint - Supplies	41,322.96	106,100.00	-64,777.04	38.95%
4430.00 · Maint - Contracts	11,174.24	76,279.54	-65,105.30	14.65%
4430.01 · Maint - Non-Contract	1,701.89	43,786.00	-42,084.11	3.89%
4430.03 · Maint - Truck Maint	1,401.68	5,400.00	-3,998.32	25.96%
4430.09 · Fire Protection - Maint	867.50	9,000.00	-8,132.50	9.64%
4430.10 · Heating and Cooling	2,962.28	6,500.00	-3,537.72	45.57%
4430.11 · Snow Removal	11,908.91	14,000.00	-2,091.09	85.06%
4430.12 · Elevator Maintenance	5,047.32	10,500.00	-5,452.68	48.07%
4430.13 · Landscape and Grounds	4,852.07	19,000.00	-14,147.93	25.54%
4430.15 · Electrical	0.00	1,000.00	-1,000.00	0.0%
4430.16 · Plumbing	340.00	8,750.00	-8,410.00	3.89%
4430.17 · Extermination	10,288.16	24,500.00	-14,211.84	41.99%
4430.18 · Appliances	0.00	6,000.00	-6,000.00	0.0%
4430.19 · Garbage & Trash Removal	2,733.68	4,500.00	-1,766.32	60.75%
4430.25 · Unit Repair	513.40	0.00	513.40	100.0%
4432.00 · Extraordinary Maintenance	16,113.81	710,000.00	-693,886.19	2.27%
4433.00 · Emp Ben Contr-ord maint	23,171.21	63,000.00	-39,828.79	36.78%
4510.00 · Insurance Expense - Property	50,946.00	50,100.00	846.00	101.69%
4510.01 · Insurance Expenses - Liability	9,479.00	9,925.00	-446.00	95.51%
4520.00 · PILOT	0.00	65,750.00	-65,750.00	0.0%
4530.00 · Bank Fees	383.00	1,025.00	-642.00	37.37%
4572.00 · Bad Debt - Tenant Rents	0.00	25,000.00	-25,000.00	0.0%
4590.00 · Other General	250.00	20,000.00	-19,750.00	1.25%
4800.00 · Depreciation Expense	0.00	364,650.00	-364,650.00	0.0%
9120.00 · Transfers Out	0.00	25,000.00	-25,000.00	0.0%
Total Expense	524,853.57	2,669,941.58	-2,145,088.01	19.66%
Net Income/(Loss)	**-70,182.29**	**-1,530,425.31**	**1,460,243.02**	**4.59%**

Green Bay Housing Authority
Capital Funds Program Report
October-19

	2016	2017	2018	2019	
Mason Manor	0.00	89,041.93	222,096.82	251,822.00	562,960.75
Scattered Sites	0.00	42,280.70	78,000.00	30,703.25	150,983.95
	-	131,322.63	300,096.82	282,525.25	713,944.70
Obligation Date	4/12/2018	8/15/2019	5/28/2020	4/15/2021	
Grant End Date	4/12/2020	8/15/2021	5/28/2022	4/15/2023	
Grant Amount	$190,918	$207,049	$ 320,213	$ 330,432	

LANGAN & ASSOCIATES
Experienced Investigators and Consultants

1723 Murphy Court, Green Bay, WI 54303 • Phone: 920-494-9910 • www.LanganAndAssociates.com

November 1, 2019

Jayme Valentine
Senior Property Manager
Housing Authority of City of Green Bay
1424 Admiral Court
Green Bay, WI 54303

Re: Monthly Report:

Ms. Valentine,

For the month of October 2019 there were 14 Green Bay Housing applications reviewed. They were:

4 Application for Mason Manor.

10 Applications for Scattered Sites.

I do not have a count of the fraud investigations still open or closed in October 2019.

Should there be any questions please feel free to contact me at (920) 639-6667.

Respectfully submitted,

Ken Brodhagen

Ken Brodhagen, Investigator
Langan & Associates, Inc.

This document is confidential and intended for the use of the listed recipient only.

GREEN BAY HOUSING AUTHORITY
(NOVEMBER 2019)

			MASON MANOR VACANCIES (1 TOTAL)		
UNIT	MOVEOUT	BEDRM	NEW LEASE	MOVE OUT REASON	CURRENT STATUS OF UNIT
###	10/31/19	1	?	MOVED TO ASSISTED LIVING	UNIT TURNOVER
			SCATTERED SITES VACANCIES (5 TOTAL)		
###	5/1/19	4	?	IN HOUSE TRANSFER TO MASON MANOR	UNIT TURNOVER
###	6/1/19	3	ASAP	EVICTION-SMOKING	WAITING FOR SD$
###	7/5/19	4	?	MOVED OUT TO LIVE W/CHILDREN	UNIT TURNOVER
###	10/31/19	4	?	IN HOUSE TRANSFER	UNIT TURNOVER
###	11/11/19	3	?	EVICTION-SMOKING	UNIT TURNOVER
UPCOMING VACANCIES				APPLICATIONS INFO	
	MASON MANOR (1 TOTAL)			MM APPLICANTS:	TOTAL
	UNIT	STATUS		1 bedroom (62-BC; 32-non BC)	94
	###	NEW SHELTER		2 bedroom (1-BC; 1-non BC)	2
	SCATTERED S. (0 TOTAL)			SS APPLICANTS:	TOTAL
	UNIT	STATUS		2 bedroom (29-BC; 9-non BC)	38
				3 bedroom (10-BC; 15-non BC)	25
				4 bedroom (2-BC; 0 non BC)	2
	MOVE IN/OUT #'S			50 NEW MOVE INS	51 MOVE OUTS

	OCCUPANY RATES			HUD	
	MM	SS	GBHA	MM	SS
Nov	97.37%	92.00%	94.68%	97.37%	92.00%
Dec	98.03%	96.00%	97.01%	98.68%	96.00%
Jan	98.03%	96.00%	97.01%	98.68%	96.00%
Feb	99.34%	97.92%	98.63%	100.00%	100.00%
March	97.37%	95.83%	96.60%	98.03%	97.92%
April	99.34%	97.92%	98.63%	99.34%	97.92%
May	98.03%	97.92%	97.97%	98.03%	97.92%
June	98.68%	97.92%	98.30%	98.68%	100.00%
July	98.68%	95.83%	97.26%	98.68%	97.92%
Aug	98.68%	93.75%	96.22%	98.68%	95.83%
Sept	99.34%	93.75%	96.55%	98.68%	95.83%
Oct	100.00%	95.83%	97.92%	100.00%	97.92%
TOTAL	98.57%	95.89%	97.23%	98.74%	97.10%