



AGENDA OF THE GREEN BAY HOUSING AUTHORITY

**THURSDAY, DECEMBER 19, 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 December 19, 2019, meeting of the Green Bay Housing Authority.

C. Approval of Minutes.

1. Approval of the minutes from the November 21, 2019, meeting of the Green Bay Housing Authority.

D. Regular Business.

1. Consideration with possible action to award Mason Manor carpet rolls and installation contract to the lowest responsible and responsive bidder, Koehler Flooring Inc.
2. Consideration with possible action to approve an Initial Resolution Authorizing the Sale and Issuance of Student Housing Revenue Refunding Bonds, Series 2020 for the University Village Housing Inc. Project.
3. Consideration with possible action to amend Chapter 13: Lease Terminations of the Admissions and Continued Occupancy Plan.
4. Consideration with possible action to amend Chapter 14: Grievances and Appeals of the Admissions and Continued Occupancy Plan.
5. Consideration with possible action to amend Chapter 15: Program Integrity of the Admissions and Continued Occupancy Plan.

6. Consideration with possible action to amend Chapter 16: Program Administration of the Admissions and Continued Occupancy Plan.

E. Informational.

1. GBHA Bills.
2. GBHA Financial Report.
3. Langan Report.
4. Director's Report.
5. Occupancy Report for the month of December.
6. Date of next meeting: January 16, 2020.

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

A. ROLL CALL.

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

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

B. APPROVAL OF THE AGENDA.

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

Moved by Mary Borowitz and seconded by William VandeCastle to approve of the agenda for the November 21, 2019 meeting of the Green Bay Housing Authority.

Motion carried. Yes- Mary Borowitz, William VandeCastle, Terri Refsguard, No-None, Abstain-No

C. APPROVAL OF MINUTES.

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

Moved by Terri Refsguard and seconded by Mary Borowitz to approve of the minutes from the October 17, 2019 meeting of the Green Bay Housing Authority.

Motion carried. Yes-Terri Refsguard, Mary Borowitz, William VandeCastle, No-None, Abstain-None

D. PUBLIC HEARINGS.

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

Moved by William VandeCastle and seconded by Mary Borowitz to open the meeting for the public hearing.

Motion carried. Yes - William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

Moved by Terri Refsguard and seconded by William VandeCastle to close the meeting for the public hearing.

Motion carried. Yes- Terri Refsguard, William VandeCastle, Mary Borowitz, No-None, Abstain-None

E. REGULAR BUSINESS.

Moved by William VandeCastle and seconded by Mary Borowitz to approve of moving item #1 from the Informational section to discuss a request from NeighborWorks Green Bay to subordinate the lien for 437 South Jackson Street with Scott Schoenemen.

Motion carried. Yes-William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-No

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

Moved by William VandeCastle and seconded by Mary Borowitz to approve of the Green Bay Housing Authority's 5-year plan effective July 1, 2020.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

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

Moved by William VandeCastle and seconded by Mary Borowitz to approve of amending Chapter 9: Re-Examination of the Admissions and Continued Occupancy Plan.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

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

Moved by Terri Refsguard and seconded by William VandeCastle to approve of amending Chapter 10: Pets of the Admissions and Continued Occupancy Plan.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

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

Moved by Mary Borowitz and seconded by William VandeCastle to approve of amending Chapter 11: Community Service, of the Admissions and Continued Occupancy Plan.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

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

Moved by Mary Borowitz and seconded by Terri Refsguard to approve of amending Chapter 12: Transfer Policy of the Admissions and Continued Occupancy Plan.

Motion carried. Yes-Mary Borowitz, Terri Refsguard, William VandeCastle, No-None, Abstain-None

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

Moved by William VandeCastle and seconded by Mary Borowitz to approve of amending the Flat rents and Utility allowances effective for January 1, 2020.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

F. INFORMATIONAL.

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

Moved by William VandeCastle and seconded by Mary Borowitz to open the floor for Scott Schoenemen to speak about the request from NeighborWorks Green Bay to subordinate the lien for 437 South Jackson Street.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

Moved by William VandeCastle and seconded by Mary Borowitz to close the floor.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None

2. GBHA Bills.

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

3. GBHA Financial Report.

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

4. Langan Report.

Jayne Valentine presented the Langan report. No action needed.

5. Director's Report.

Cheryl Renier-Wigg presented the Director's Report. No action needed.

6. Occupancy Report for the month of November.

Jayne Valentine presented the Occupancy Report for the month of November. No action needed.

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

G. ADJOURNMENT.

Moved by Mary Borowitz and seconded by Terri Refsguard to adjourn the meeting.

Motion carried. Yes- William VandeCastle, Mary Borowitz, Terri Refsguard, No-None, Abstain-None



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Jayme Valentine, Staff

AGENDA ITEM # D.I.

Consideration with possible action to award Mason Manor carpet rolls and installation contract to the lowest responsible and responsive bidder, Koehler Flooring Inc.

BACKGROUND

The current contract for carpet rolls and removal/installation on a as needed basis expires December 31, 2019. The proposed contract would be a one year term with an additional four one-year agreements. Carpet rolls will be purchased in bulk and stored at Koehler Flooring Inc. When a Mason Manor unit needs to be recarpeted the Green Bay Housing Authority will then charged a flat rate for removal and installation.

RECOMMENDATION

Staff is recommending approval of the Mason Manor carpet rolls and installation contract to Koehler Flooring Inc, the lowest responsive and responsible bidder.

FISCAL IMPACT

ATTACHMENTS

- I. #3198 Quote Summary

CITY OF GREEN BAY QUOTE SUMMARY**RFQ #3198 GBHA Mason Manor****Carpet Rolls & Installation as needed**

Dept: GBHA MM Planholders: 5 Vendors CC: 36000 ISSUED: 10/29/19 DUE: 11/12/19	VENDOR #1	
	KOEHLER FLOORING INC	
	Green Bay	
DESCRIPTION	PRICE	
PRICE PER SQ. YD. OF CARPETING (Each roll is 12'W x 150'L - 200 Sq. Yds.)	\$ 11.25 /SQ. YD	
TOTAL COST FOR 3 ROLLS OF CARPETING (Each roll is 12'W x 150'L - 200 Sq. Yds.)	\$ 6,750.00 /TOTAL	
	ROOM SIZE	FLAT RATE
FLAT RATE PER EACH ROOM to include all labor, materials and equipment necessary to completely and satisfactorily remove, properly dispose of old carpeting, leveling the areas and preparing them for the new carpet installation in the Mason Manor Apartments.	Small Bedroom	\$ 193.00
	Large Bedroom	\$ 213.00
	Small Living Rm	\$ 183.00
	Large Living Rm	\$ 198.00
FLAT RATE PER EACH ROOM to include all labor, materials and equipment necessary to completely and satisfactorily install the new carpet in the Mason Manor Apartments.	Small Bedroom	\$ 216.00
	Large Bedroom	\$ 288.00
	Small Living Rm	\$ 244.00
	Large Living Rm	\$ 264.00
Upon mutual agreement, the City and Vendor may renew this agreement for FOUR one-year agreements for additional work to be performed in the years 2022, 2023, 2024 and 2025. Indicate the maximum percentage increase/decrease from the previous year's prices for the one-year renewal options:	5.00%	Carpet Rolls
	5.00%	Flat Rate (Labor, Removal, Install)
PAYMENT TERMS NET 30. EARLY PAYMENT DISCOUNT:	Net 30	

RECOMMENDATION:



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # D.2.

Consideration with possible action to approve an Initial Resolution Authorizing the Sale and Issuance of Student Housing Revenue Refunding Bonds, Series 2020 for the University Village Housing Inc. Project.

BACKGROUND

The GBHA has issued several series of bonds (the first in 1997 and the most recent in 2013) pursuant to supplements to the same bond indenture that financed and refinanced the construction of various residence halls owned by University Village Housing Inc. (UVHI) on the UWGB campus. The new Series 2020 Bonds will finance the refunding of the existing Series 2009 Bonds, which financed the construction of one of the residence halls in 2009, thereby reducing financing costs for that project and enhancing its economic soundness.

The first step in this process is obtaining an initial resolution of support from the GBHA at the December meeting.

City Attorney Vanessa Chavez is reviewing all documents and has stated this resolution is acceptable.

Attached to this agenda packet is the Resolution and the Fifth Supplemental Project Contract. This Contract lays out the terms of the bond refinance (6.02) specifically stating what fees the GBHA will receive as well as assurances about any costs related to this bond refunding being covered by the applicant.

RECOMMENDATION

Staff is recommending approval of an Initial Resolution Authorizing the Sale and Issuance of Student Housing Revenue Refunding Bonds, Series 2020 for the University Village Housing Inc. Project.

FISCAL IMPACT

ATTACHMENTS

1. Authority Initial Resolution
2. Fifth Supplemental Project Contract

**HOUSING AUTHORITY
OF THE
CITY OF GREEN BAY, WISCONSIN**

December 19, 2019

Resolution No. _____

**An Initial Resolution Authorizing the Sale and Issuance of
Student Housing Revenue Refunding Bonds, Series 2020
(University Village Housing, Inc. Project),
and Certain Related Details**

WHEREAS, Sections 66.1201 to 66.1211 of the Wisconsin Statutes (the “**Act**”) authorize the Housing Authority of the City of Green Bay, Wisconsin (the “**Authority**”) to issue revenue bonds from time to time for any of its corporate purposes, including the financing or refinancing of all or any part of the construction, reconstruction, improvement, alteration or repair of any “housing project” or any part thereof; and

WHEREAS, the Authority is authorized to enter into a revenue agreement to provide the Authority with income and revenues sufficient for the prompt payments of the principal of, and interest on, the revenue bonds; and

WHEREAS, the Authority and Associated Trust Company, National Association (the “**Trustee**”) have previously entered into an Indenture of Trust, dated as of February 1, 1997, as amended by a First Supplemental Indenture of Trust, dated as of October 1, 2001, a Second Supplemental Indenture of Trust, dated as of May 1, 2005, a Third Supplemental Indenture of Trust, dated as of December 1, 2009 (the “**Third Supplemental Indenture**”), and a Fourth Supplemental Indenture of Trust, dated as of March 1, 2013 (collectively, the “**Indenture**”), whereby the Authority has issued its revenue bonds for the purpose of funding loans to University Village Housing, Inc., a Wisconsin nonprofit corporation (the “**Project Owner**”), pursuant to a Project Contract, dated as of February 1, 1997, between the Authority and the Project Owner, as amended by a First Supplemental Project Contract, dated as of October 1, 2001, a Second Supplemental Project Contract, dated as of May 1, 2005, a Third Supplemental Project Contract, dated as of December 1, 2009 (the “**Third Supplemental Project Contract**”), and a Fourth Supplemental Project Contract, dated as of March 1, 2013 (collectively, the “**Project Contract**”); and

WHEREAS, on December 3, 2009 the Authority issued its \$8,500,000 Housing Authority of the City of Green Bay, Wisconsin Student Housing Revenue Bonds, Series 2009 (University Village Housing, Inc. Project) (the “**Series 2009 Bonds**”) pursuant to the Third Supplemental Indenture; and

WHEREAS, the proceeds of the Series 2009 Bonds were used to fund a loan to the Project Owner pursuant to the Third Supplemental Project Contract for the purpose of financing the acquisition, construction, and equipping of student housing facilities of the Project Owner on

the University of Wisconsin – Green Bay campus (the “**Series 2009 Project**”) in the City of Green Bay, Wisconsin; and

WHEREAS, the Authority has previously found and determined that the Series 2009 Project is a qualified housing project under the Act; and

WHEREAS, the Project Owner has determined that its financing costs with respect to the Series 2009 Project could be reduced, and the economic soundness of the Series 2009 Project could thereby be enhanced, by refunding the Series 2009 Bonds and thereby refinancing the Series 2009 Project (the “**Refunding**”); and

WHEREAS, the Indenture made provision for the issuance of additional revenue bonds to finance the costs of additional projects or to refund bonds previously issued thereunder, said additional revenue bonds to be of equal rank with all other bonds issued under the Indenture; and

WHEREAS, the Project Owner has requested that the Authority issue a new series of student housing revenue refunding bonds (the “**Series 2020 Bonds**”) pursuant to a new supplement to the Indenture for the purpose of the Refunding; and

WHEREAS, the Project Owner will present, or cause to be presented, to the Authority drafts of all proposed documentation for the issuance of the Series 2020 Bonds including, but not limited to, a new supplement to the Indenture, a new supplement to the Project Contract, an offering document, and a tax agreement (the “**Bond Documents**”);

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Issuance of Bonds; Bond Documents.

The Authority is hereby authorized and directed to take all actions necessary to issue the Series 2020 Bonds in a principal amount sufficient to effect the Refunding and fund certain funds and accounts relating to the Series 2020 Bonds, including to enter into the Bond Documents relating to the Series 2020 Bonds.

Section 2. Authorization of Sale of Bonds.

The Series 2020 Bonds may be sold by negotiated sale to Dougherty & Company, LLC (the “**Underwriter**”).

Section 3. Preparation of Offering Circular.

The Chairperson or Vice Chairperson and the Secretary or Assistant Secretary of the Authority (in consultation with the Underwriter) are hereby authorized and directed to cause a preliminary offering document for the Series 2020 Bonds (the “**Offering Circular**”) to be prepared and distributed. The Chairperson or Vice Chairperson and the Secretary or Assistant Secretary are hereby authorized, on behalf of the Authority, to approve the form of Offering Circular, to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Offering Circular upon request.

Section 4. Further Actions.

The issuance of the Series 2020 Bonds shall be subject to the condition that this body has adopted a final bond resolution to award the sale of the Series 2020 Bonds to the Underwriter, to approve the purchase contract submitted by the Underwriter to evidence the purchase of the Series 2020 Bonds (the “**Bond Purchase Agreement**”), to fix the interest rates on the Series 2020 Bonds in accordance with the Bond Purchase Agreement, to approve the Bond Documents, and to take such further action as may be necessary or expedient to provide for the preparation, execution, issuance, delivery, and payment of the Series 2020 Bonds.

Section 5. Severability of Invalid Provisions.

In case any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this resolution.

Section 6. Authorization to Act.

The officers of the Authority, attorneys for the Authority, or other agents or employees of the Authority are hereby authorized to do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution.

Section 7. Prior Actions Superseded.

All prior resolutions, rules, ordinances, or other actions, or parts thereof, of this body in conflict with the provisions of this resolution shall be, and the same are hereby, rescinded insofar as they may so conflict.

Section 8. Effective Date.

This resolution shall take effect upon its adoption in the manner provided by law.

* * * * *

Adopted: December 19, 2019

Chairperson

Secretary

CERTIFICATIONS BY SECRETARY

I, Cheryl Renier-Wigg, hereby certify that I am the duly qualified and acting Secretary of the Housing Authority of the City of Green Bay, Wisconsin (the “**Authority**”), and as such I have in my possession, or have access to, the complete corporate records of said Authority and of its Commissioners (the “**Governing Body**”) and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

An Initial Resolution Authorizing the Sale and Issuance of Student Housing Revenue Refunding Bonds, Series 2020 (University Authority Housing, Inc. Project), and Certain Related Details

I do hereby further certify as follows:

Meeting Date. On December 19, 2019, a meeting of the Governing Body was held commencing at _____ a.m.

Posting. On December ____, 2019 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Authority’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On December ____, 2019 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Authority.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the Chairperson (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal, if any, of the Authority hereto on December _____, 2019.

Cheryl Renier-Wigg
Secretary

[SEAL]

FIFTH SUPPLEMENTAL PROJECT CONTRACT

Dated as of January 1, 2020

Supplementing the Project Contract
Dated as of February 1, 1997,
as supplemented and amended

By and Among

HOUSING AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN

and

UNIVERSITY VILLAGE HOUSING, INC.

Relating to

\$ _____

Housing Authority of the City of Green Bay, Wisconsin
Student Housing Revenue Refunding Bonds, Series 2020
(University Village Housing, Inc. Project)

Notice of Assignment: All rights and interest of the Housing Authority of the City of Green Bay, Wisconsin, under this Fifth Supplemental Project Contract have (with certain exceptions) been assigned to Associated Trust Company, National Association, as trustee under an Indenture of Trust dated as of February 1, 1997, as previously amended, and as amended and supplemented by a Fifth Supplemental Indenture of Trust dated even herewith.

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EXHIBIT A DESCRIPTION OF SERIES 2009 PROJECT AND APPLICATION OF PROCEEDS OF SERIES
 2020 BONDS

EXHIBIT B FORM OF SERIES 2020 MORTGAGE NOTE

FIFTH SUPPLEMENTAL PROJECT CONTRACT

THIS FIFTH SUPPLEMENTAL PROJECT CONTRACT, made and entered into as of January 1, 2020 (the “**Fifth Supplemental Project Contract**”), by and between the HOUSING AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a public body corporate and politic duly created under the laws of the State of Wisconsin (the “**Authority**”) and UNIVERSITY VILLAGE HOUSING, INC., a Wisconsin nonprofit corporation (the “**Project Owner**”) is a supplemental project contract to provide for an additional loan and hereby amends the Existing Project Contract (as defined below). *Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Existing Indenture (as defined below) and the Existing Project Contract.*

W I T N E S S E T H

WHEREAS, Sections 66.1201 to 66.1211 of the Wisconsin Statutes (the “**Act**”) authorize the Authority to issue revenue bonds from time to time of any of its corporate purposes, including the financing or refinancing of all or any part of the construction, reconstruction, improvement, alteration, or repair of any “housing project” or any part thereof, a “housing project” to include all real and personal property, building and improvements, stores, offices, and community facilities acquired or constructed or to be acquired or constructed to provide safe and sanitary dwelling accommodations for persons of low income including the planning of buildings and improvements, the acquisition of property, the construction of improvements, and all other work in connection therewith; and

WHEREAS, the Authority is authorized to enter into a revenue agreement (i) to provide the Authority with income and revenues sufficient for the prompt payments of the principal of and interest on the revenue bonds and (ii) to cause housing projects to be constructed; and

WHEREAS, the Authority has previously entered into an Indenture of Trust, dated as of February 1, 1997, as subsequently amended by a First Supplemental Indenture of Trust, dated as of October 1, 2001, a Second Supplemental Indenture of Trust, dated as of May 1, 2005, a Third Supplemental Indenture of Trust, dated as of December 1, 2009 (the “**Third Supplemental Indenture**”), and a Fourth Supplemental Indenture of Trust, dated as of March 1, 2013 (collectively, the “**Existing Indenture**”), whereby the Authority issued its revenue bonds for the purpose of funding loans to the Project Owner pursuant to a Project Contract, dated as of February 1, 1997, as amended by a First Supplemental Project Contract, dated as of October 1, 2001, a Second Supplemental Project Contract, dated as of May 1, 2005, a Third Supplemental Project Contract, dated as of December 1, 2009 (the “**Third Supplemental Project Contract**”), and a Fourth Supplemental Project Contract, dated as of March 1, 2013 (collectively, the “**Existing Project Contract**”), to finance or refinance costs of acquisition, construction, and equipping student housing facilities located in the City of Green Bay, Wisconsin (the “**City**”) on or adjacent to the University of Wisconsin – Green Bay campus; and

WHEREAS, on December 3, 2009 the Authority issued its \$8,500,000 Housing Authority of the City of Green Bay, Wisconsin Student Housing Revenue Bonds, Series 2009 (University Village Housing, Inc.) (the “**Series 2009 Bonds**”) pursuant to the Third

Supplemental Indenture, for the purpose of funding a loan to the Project Owner to finance the COST of the acquisition, construction, and equipping of the Series 2009 Project (as hereinafter defined); and

WHEREAS, the Existing Indenture made provision for the issuance of additional revenue bonds to finance the costs of additional projects, or to refund Bonds and Special Parity Debt previously issued thereunder, said additional revenue bonds to be of equal rank with all other Indenture Debt; and

WHEREAS, the Project Owner has requested that the Authority make an additional mortgage loan to the Project Owner for the purpose of refinancing the Series 2009 Project by [defeating and] refunding the Series 2009 Bonds, and that the Authority fund such additional loan by issuing the Series 2020 Bonds (as hereinafter defined) and causing the proceeds thereof to be loaned to the Project Owner pursuant to this Fifth Supplemental Project Contract; and

WHEREAS, the Series 2009 Project provides substantial public benefits, including by way of illustration but not limitation: the provision of safe and sanitary dwelling accommodations for students of lower income; provision and retention of gainful employment opportunities for the citizens of the City resulting in the alleviation of unemployment within the City; and stimulation of the flow of investment capital into the City with the resultant beneficial effects on the economy in the City; and

WHEREAS, the Authority has found and determined that the Series 2009 Project is a qualified housing project under the Act, and that this Fifth Supplemental Project Contract meets the requirements of a revenue agreement under and for purposes of the Resolutions; and

WHEREAS, the Authority has found and determined that the refinancing of the Series 2009 Project with the Series 2020 Bonds will serve the intended accomplishments of public purpose and will in all respects conform to the provisions and requirements of the Act; and

WHEREAS, the execution and delivery of this Fifth Supplemental Project Contract have been in all respects duly and validly authorized by resolution of the Authority adopted on [January 16], 2020; and

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the Authority and the Project Owner agree as follows:

ARTICLE I

AMENDMENT OF EXISTING PROJECT CONTRACT; DEFINITIONS

Section 1.01 Amendment of Existing Project Contract.

This Fifth Supplemental Project Contract is an amendment, and in part a supplement, to the Existing Project Contract. Except as amended hereby, the terms and provisions of the Existing Project Contract remain in full force and effect and shall be applicable to the Series 2020 Mortgage Note described herein.

Section 1.02 Definitions of New Terms.

Section 1.1 of the Existing Project Contract shall be amended to include the following terms and phrases in addition to the terms and phrases elsewhere defined in this Fifth Supplemental Project Contract, and the terms and phrases shall have the following meanings unless the context or use indicates another or different meaning or intent. The Existing Project Contract is hereby amended by deleting the definitions of those defined terms which are otherwise defined below and substituting the definitions contained herein.

“Fifth Supplemental Indenture” means the Fifth Supplemental Indenture of Trust, dated as of the Series 2020 Effective Date, from the Authority to the Trustee.

“Fifth Supplemental Project Contract” means this Fifth Supplemental Project Contract, dated as of the Series 2020 Effective Date, between the Project Owner and Authority.

“Mortgage” means the Mortgage, Assignment of Rents and Security Agreement dated as of February 1, 1997, recorded in the Office of the Register of Deeds for Brown County, Wisconsin (the **“Office”**), on February 6, 1997, as Document No. 1537691, as amended and supplemented by a First Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of December 1, 1997, recorded in said Office on December 3, 1997, as Document No. 1583551, by a Second Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of October 1, 2001, recorded in said Office on November 1, 2001, as Document No. 1850695, by a Third Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of May 1, 2005, recorded in said Office on May 18, 2005, as Document No. 2190574, by a Fourth Amendment to Mortgage, Assignment of Rents and Security Agreement, dated as of December 1, 2009, recorded in said Office on December 3, 2009, as Document No. 2451000, by a Fifth Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of March 1, 2013, recorded in said Office on March 6, 2013, as Document No. 2617508, and by a Sixth Amendment to Mortgage, Assignment of Rents and Security Agreement dated as of January 1, 2020 (the **“Sixth Amendment to Mortgage”**), and as further amended and supplemented from time to time.

“Series 2009 Project” means the student housing facilities of the Project Owner described in Exhibit A to the Fifth Supplemental Project Contract to be refinanced with the Series 2020 Mortgage Loan.

“Series 2020 Bond Issuance Costs” means the costs, fees, and expenses incurred or to be incurred by the Project Owner in connection with the issuance and sale of the Series 2020 Bonds, including underwriting or other financing fees, the fees and expenses of Bond Counsel, the Trustee’s acceptance fee, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the fees and expenses of counsel to the Authority, the fees and expenses of counsel to the Project Owner, the fees and expenses of counsel to the underwriter, the costs of preparing or printing the Series 2020 Bonds, and the documentation supporting the issuance of the Series 2020 Bonds, and any other costs of a similar nature reasonably incurred; *provided that* in no event may Series 2020 Bond proceeds in excess of 2% of the original proceeds of the Series 2020 Bonds be used to pay

or reimburse the Project Owner for Series 2020 Bond Issuance Costs which constitute “issuance costs” within the meaning of Section 147(g)(1) of the Internal Revenue Code.

“**Series 2020 Bond Purchase Agreement**” means the Bond Purchase Agreement, dated January ___, 2020 among the Authority, the Owner, and the initial purchaser(s) of the Series 2020 Bonds.

“**Series 2020 Bonds**” means the Authority’s \$_____ Student Housing Revenue Refunding Bonds, Series 2020 (University Village Housing, Inc. Project) issued under the Fifth Supplemental Indenture for the purpose of funding the Series 2020 Mortgage Loan to the Project Owner.

“**Series 2020 Effective Date**” means January 1, 2020.

“**Series 2020 Mortgage Loan Amount**” means \$_____ which is the principal amount of the Series 2020 Mortgage Loan.

“**Series 2020 Mortgage Loan**” or **Series 2020 Loan**” means the Additional Loan from the Authority to the Project Owner in the Series 2020 Mortgage Loan Amount evidenced by the Series 2020 Mortgage Note.

“**Series 2020 Mortgage Note**” means the promissory note of the Project Owner in the form of Exhibit B attached to this Fifth Amendment to Project Contract, dated as of the Series 2020 Original Issue Date, issued in the principal amount of the Series 2020 Mortgage Loan Amount payable to the order of the Authority as evidence of the Series 2020 Mortgage Loan, and assigned by the Authority to the Trustee.

“**Series 2020 Original Issue Date**” means January ___, 2020.

ARTICLE II

THE ADDITIONAL MORTGAGE LOAN

Section 2.01 Issuance of Series 2020 Bonds to Fund Additional Mortgage Loan.

Simultaneously with the delivery of this Fifth Supplemental Project Contract, the Authority shall issue, sell, and deliver the Series 2020 Bonds in the Series 2020 Mortgage Loan Amount to provide it with funds to be loaned to the Project Owner pursuant to this Fifth Supplemental Project Contract. The Series 2020 Bonds shall be issued in accordance with the Fifth Supplemental Indenture. The Project Owner’s approval of the terms of the Series 2020 Bonds and the Fifth Supplemental Indenture shall be conclusively established by its execution and delivery of this Fifth Supplemental Project Contract. If for any reason the Series 2020 Bonds are not sold, issued, and delivered, the Authority shall have no obligation to make the Series 2020 Mortgage Loan and this Fifth Supplemental Project Contract and the Series 2020 Mortgage Note shall each cease, terminate, and be void.

Section 2.02 Making of the Series 2020 Mortgage Loan.

The Authority hereby makes the Series 2020 Mortgage Loan (which constitutes an Additional Loan under the Project Contract) to the Project Owner in the principal amount of the Series 2020 Mortgage Loan Amount. The Series 2020 Mortgage Loan shall be deemed to have been made when the proceeds of the original sale of the Series 2020 Bonds are delivered to the Trustee at the direction of the Authority. Such proceeds (\$_____, which amount includes the principal amount of the Bonds less underwriter discount of \$_____) shall be apportioned by the Trustee and deposited in Trust Funds, as follows:

- (a) An amount equal to \$_____ shall be deposited into the Series 2020 Issuance Expense Fund created under the Fifth Supplemental Indenture;
- (b) [An amount equal to \$_____ shall be [deposited in [transferred to] the Debt Service Reserve Fund (in a separate account designated as the “**Series 2020 Account**”); and]
- (c) The balance of \$_____ shall be [deposited into the Escrow Fund created under the Escrow Agreement (as defined in the Fifth Supplemental Indenture).] [applied to pay the redemption price of the Series 2009 Bonds to effect the redemption thereof on the Series 2020 Original Issue Date.]

Section 2.03 Acceptance and Evidence of the Series 2020 Mortgage Loan.

The Project Owner hereby accepts the Series 2020 Mortgage Loan and as evidence thereof hereby delivers the Series 2020 Mortgage Note to the Authority. The Authority hereby acknowledges receipt of the Series 2020 Mortgage Note.

Section 2.04 Security for the Series 2020 Mortgage Loan.

To assure repayment of the Series 2020 Mortgage Loan, the Project Owner has executed and delivered the Sixth Amendment to Mortgage, which clarifies (among other matters) that the Mortgage secures the Series 2020 Mortgage Loan and all other Additional Loans and all Special Parity Debt.

Section 2.05 Pledge and Assignment to Trustee.

The Authority has previously pledged and assigned to the Trustee under the Existing Indenture all the Authority’s right, title, and interest in and to the Existing Project Contract, the Mortgage, as previously amended and supplemented, [the Series 2009 Mortgage Note,] and the Series 2013 Mortgage Note (except for rights, privileges and remedies specifically reserved therein by the Authority). Simultaneously with the delivery of this Fifth Supplemental Project Contract, the Authority shall pledge and assign to the Trustee under the Indenture all of the Authority’s right, title, and interest in and to the Series 2020 Mortgage Note, the Mortgage as further amended and supplemented by the Fifth Amendment to Mortgage, this Fifth Supplemental Project Contract, and all the Authority’s rights to receive payments thereunder and hereunder; *provided, however*, that the Authority reserves the right to enforce in its own name

and for its own account (i) the rights, privileges, and remedies specifically reserved by the Authority under the Existing Project Contract, the Mortgage, [the Series 2009 Bond Purchase Agreement,] and the Series 2013 Bond Purchase Agreement and (ii) the obligations of the Project Owner set forth in Section 6.01 of this Fifth Supplemental Project Contract and Section 6.03 of the Series 2020 Bond Purchase Agreement. The Project Owner hereby consents to such pledge and assignment and agrees that the Trustee may enforce any and all rights, privileges, and remedies of the Authority under or with respect to the Mortgage Notes, the Mortgage, and the Project Contract.

Section 2.06 Repayment Terms of the Series 2020 Mortgage Loan.

The Project Owner unconditionally agrees to repay the Series 2020 Mortgage Loan, together with interest thereon, in the amounts specified in accordance with the terms of the Series 2020 Mortgage Note, each such payment of principal and interest to be made by the Project Owner on or prior to the stated due date thereof in the Series 2020 Mortgage Note. All such repayments shall be made in lawful money of the United States of America and shall be paid directly to the Trustee (for the account of the Authority) at the Trustee's designated office. To the extent permitted by law, overdue installments of principal and interest shall bear interest at the same rate as was borne by the installment(s) of principal on the Series 2020 Mortgage Note in respect of which payment is delinquent.

As evidence of its obligation to repay the Series 2020 Mortgage Loan and to provide the Authority with the funds necessary to pay the principal of, premium, if any, and interest on the Series 2020 Bonds, the Project Owner is delivering the Series 2020 Mortgage Note.

The Project Owner agrees, notwithstanding anything else in the Project Contract, the Mortgage, the Series 2020 Mortgage Note, or the Series 2020 Bonds,

(a) to pay to the Trustee all the payments called for in the Series 2020 Mortgage Note when due, and

(b) on any Interest Payment Date or Principal Payment Date on which the balance in the Principal Account and the Interest Account is insufficient to make the required payments of the principal of, premium, if any, and interest on the Series 2020 Bonds and all other Bonds, to pay to the Trustee in immediately available funds the full amount of the insufficiency immediately upon demand by the Trustee.

Section 2.07 Series 2020 Mortgage Loan Repayments to be Deposited in Certain Funds.

The Authority and the Project Owner agree that all principal, redemption premium, and interest payments on the Series 2020 Mortgage Note (that is, all Series 2020 Mortgage Loan repayments) shall be deposited by the Trustee, when received, into the Bond Fund (into either the 2020 Subaccount of the Interest Account or the 2020 Subaccount of the Principal Account, as applicable, or the 2020 Subaccount of the Prepayment Account) as provided in the Indenture.

Section 2.08 Interest Rates on Series 2020 Mortgage Note.

The installments of principal on the Series 2020 Mortgage Note shall bear interest at the fixed rates established for the corresponding maturities (and sinking fund payments, if any) on the Series 2020 Bonds.

ARTICLE III

[INTENTIONALLY OMITTED]

ARTICLE IV

PREPAYMENT OF SERIES 2020 MORTGAGE LOAN

Section 4.01 Optional Prepayment of the Series 2020 Mortgage Note.

(a) Except as provided in Section 5.1 of the Existing Project Contract and Section 4.02 of this Fifth Supplemental Project Contract, the Series 2020 Mortgage Note, and the Series 2020 Mortgage Loan evidenced thereby, may not be prepaid prior to April 1, 20____. On and after April 1, 20____, at the option of the Project Owner, the Series 2020 Mortgage Note, and the Series 2020 Mortgage Loan evidenced thereby, may be prepaid [in whole] on any date [and in part on any Interest Payment Date].

(b) To exercise such prepayment option under paragraph (a) of this Section 4.01, the Project Owner shall give notice to the Authority and the Trustee. Such notice shall refer to this Section 4.01, shall state the principal amount of the prepayment, and shall direct the redemption of a like principal amount of the Series 2020 Bonds pursuant to Section 2.02 of the Fifth Supplemental Indenture on a specified authorized redemption date which shall not be earlier than 45 days following the date of such notice. If the prepayment shall be in part, it shall be in the amount of an integral multiple of an Authorized Denomination for the Series 2020 Bonds. Partial prepayments on the Series 2020 Mortgage Note pursuant to this Section 4.01 shall be applied to the scheduled principal installments of the Series 2020 Mortgage Note designated by the Project Owner which correspond to the maturity dates of the Series 2020 Bonds to be redeemed pursuant to the Fifth Supplemental Indenture, unless and to the extent the Project Owner elects to apply such prepayments to scheduled sinking fund redemptions in respect to the Series 2020 Bonds in accordance with Section 2.03 of the Fifth Supplemental Indenture.

(c) On or prior to the date fixed for the redemption, the Project Owner shall prepay the Series 2020 Mortgage Note and Series 2020 Mortgage Loan (in whole or in part, as the case may be) by depositing with the Trustee in immediately available funds the amount necessary to redeem the corresponding Series 2020 Bonds (or portions thereof) thus called for redemption, namely 100% of the principal amount of the Series 2020 Bonds (or portions thereof) to be so redeemed, all interest thereon accrued and to accrue to the date of redemption, all redemption premiums, if any, payable upon such redemption in accordance with Section 2.02 of the Fifth Supplemental Indenture, and all Trustee's fees and expenses incurred and to be incurred through the date of redemption.

Section 4.02 Optional Prepayment of Series 2020 Mortgage Note Upon Occurrence of Certain Extraordinary Events.

The Project Owner is hereby given an option to prepay all or any portion of the outstanding balance of the Series 2020 Mortgage Loan (subject to the requirements of Sections 7.01 and 7.02 hereof, as applicable) if any of the following shall occur:

(a) Any residential building which is part of the Series 2009 Project shall have been damaged or destroyed to such extent that, in the opinion of the Project Owner expressed in a Project Owner's Certificate filed with the Authority and the Trustee following such damage or destruction, (i) it is not practicable or desirable to rebuild, repair, or restore such building within a period of six consecutive months following such damage or destruction, or (ii) the Project Owner is or will be thereby prevented from carrying on its normal operations at the Series 2009 Project for a period of at least six consecutive months; or

(b) Title to or the temporary use of all or any substantial part of the Series 2009 Project shall have been taken under the exercise of the power of eminent domain by any governmental authority to such extent that, in the opinion of the Project Owner expressed in a Project Owner's Certificate filed with the Authority and the Trustee, the Project Owner is or will be thereby prevented from carrying on its normal operations at the Series 2009 Project for a period of at least six consecutive months; or

(c) Any court or administrative body of competent jurisdiction shall enter a judgment, order, or decree requiring the Project Owner to cease all or any substantial part of its operations the Series 2009 Project, to such extent that, in the opinion of the Project Owner expressed in a Project Owner's Certificate filed with the Authority and the Trustee, the Project Owner is or will be thereby prevented from carrying on its normal operations at the Series 2009 Project for a period of at least six consecutive months; or

(d) As a result of any changes in the Constitution of Wisconsin or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment, or order of any court or administrative body (whether state or federal), this Project Contract shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Project Contract or other such revenue agreement.

To exercise such option the Project Owner shall give notice to the Authority and the Trustee within six months following the occurrence of the event which is said to give rise to the right to exercise such option. The notice shall refer to this Section 4.02, shall describe and give the date of the subject event, shall have attached to it the requisite Project Owner's Certificate, and shall state the principal amount of the prepayment, and shall direct a redemption of a like principal amount of the Series 2020 Bonds pursuant to Section 2.04 of the Fifth Supplemental Indenture on a specified date which shall not be earlier than 45 days following the date of such notice. If the prepayment shall be in part, it shall be in the amount of an integral multiple of the Authorized Denomination.

On or prior to the date fixed for redemption pursuant to Section 2.04 of the Fifth Supplemental Indenture, the Project Owner shall prepay the Series 2020 Mortgage Note and Series 2020 Mortgage Loan (in whole or in part, as the case may be) by depositing (or causing to be deposited) with the Trustee in immediately available funds the amount necessary to enable the Authority to redeem the Series 2020 Bonds (or portions thereof) thus called for redemption pursuant to Section 2.04 of the Fifth Supplemental Indenture on the designated date, namely 100% of the principal amount of the Series 2020 Bonds (or portions thereof) to be so redeemed, all interest thereon accrued and to accrue to the date of redemption, and all Trustee's fees and expenses incurred and to be incurred through the date of redemption.

Section 4.03 Intentionally Left Blank.

Section 4.04 Deposit of Prepayments in Trust Funds.

All prepayments of principal on the Series 2020 Mortgage Loan together with the premium, if any, shall be deposited by the Trustee when received into the 2020 Subaccount of the Prepayment Account of the Bond Fund. The accrued interest paid in connection with any such prepayment shall be deposited into the 2020 Subaccount of the Interest Account of the Bond Fund in accordance with the Indenture.

Section 4.05 Purchase and Cancellation of Series 2020 Bonds.

The Project Owner shall have the right to purchase any Outstanding Series 2020 Bond and deliver it to the Trustee for cancellation. Also, the Trustee may purchase any Outstanding Series 2020 Bond for cancellation in accordance with the Indenture. Any such purchase and cancellation of a Series 2020 Bond shall *ipso facto* reduce the unpaid principal balance of the Series 2020 Mortgage Loan (and the Series 2020 Mortgage Note) on the date of such cancellation by an amount equal to the unpaid principal amount of such Series 2020 Bond.

ARTICLE V

REPRESENTATIONS OF PROJECT OWNER

Section 5.01 Accuracy of Series 2009 Project Description.

The Project Owner represents that the description of the Series 2009 Project as set forth in Exhibit A hereto is accurate in all material respects, that the proceeds of the Series 2020 Bonds will be applied as set forth in Exhibit A hereto, and that the proceeds of the Series 2009 Bonds were applied as set forth in Exhibit A to the Third Supplemental Project Contract, dated as of March 1, 2009 between the Project Owner and The Brown County Housing Authority, respectively.

Section 5.02 Existence and Authorizations.

The Project Owner represents that it is a nonprofit corporation duly organized and validly existing in good standing under the laws of the State of Wisconsin and that it has obtained all authorizations necessary on its part for the due and valid execution and delivery of

this Fifth Supplemental Project Contract, the Series 2020 Mortgage Note, the Fifth Amendment to Mortgage, and the assumption of the obligations represented hereby and thereby.

Section 5.03 Absence of Conflicting Agreements.

The Project Owner represents that the execution and delivery of this Fifth Supplemental Project Contract and the Sixth Amendment to Mortgage and the performance by the Project Owner hereunder and thereunder will not conflict with or constitute a breach of or default under its Articles of Incorporation or bylaws, if any, or any indenture, loan agreement or instrument or agreement to which the Project Owner is a party or by which the Project Owner or its properties are bound.

Section 5.04 Nonprofit Status.

The Project Owner represents that it is a not-for-profit corporation described in Section 501(c)(3) of the Internal Revenue Code, is exempt from federal income taxes pursuant to 501(a) of the Internal Revenue Code and is not a private foundation as defined in Section 509 of the Internal Revenue Code. Ownership and operation of the Series 2009 Project will not constitute an “unrelated trade or business” of the Project Owner within the meaning of Section 513 of the Internal Revenue Code.

Section 5.05 Regulatory Approvals.

The Project Owner represents that no authorization, approval, consent, or license of any governmental regulatory body or authority, not already obtained, is required for the valid and lawful execution and delivery of this Fifth Supplemental Project Contract, the Sixth Amendment to Mortgage, and the Series 2020 Mortgage Note by the Project Owner or the assumption of the obligations of the Project Owner represented hereby and thereby.

Section 5.06 Absence of Litigation.

The Project Owner represents that it is not a party to any litigation or administrative proceeding, nor so far as is known by the Project Owner is any litigation or administrative proceeding threatened against it which in either case would, if adversely determined, cause any material change in its financial condition, the conduct of its business or its ability to perform its obligations under the Project Contract and the Mortgage.

Section 5.07 Date and Survival of Representations; Exceptions.

The representations of the Project Owner made in this Article V are made as of the date of closing of the Series 2020 Mortgage Loan, and all such representations shall survive the execution and delivery of this Fifth Supplemental Project Contract and the making of the Series 2020 Mortgage Loan.

Any exceptions to the representations made in this Article V shall be set forth in a Project Owner’s Certificate delivered to the Trustee and original purchaser(s) of the Series 2020 Bonds contemporaneously herewith, and to the extent so set forth, they shall be exceptions to the representations made in this Article V to the same extent as if they were expressly stated herein.

ARTICLE VI

COVENANTS OF PROJECT OWNER

Section 6.01 Fees of the Authority.

The Project Owner agrees to pay to the Authority, without invoice or other demand therefor by the Authority, an annual administrative fee (for the costs and expenses of the Authority in connection with the issuance of the Series 2020 Bonds and administration of certain covenants of this Agreement) equal to one-tenth of one percent of the original principal amount of the Series 2020 Bonds (\$_____), payable on the date of original issuance of the Series 2020 Bonds and on each annual anniversary of such date prior to payment in full of the Series 2020 Bonds, unless otherwise mutually agreed upon in writing by the Project Owner and the Authority. In the event any annual fee is not paid when due, the Project Owner shall pay interest to the Authority on such delinquent amount from the due date thereof until paid at the rate of 12% per annum. If the Project Owner fails to pay any annual fee as and when due, the Authority may give written notice thereof to the Project Owner, and the Project Owner shall not be deemed to be in default in the performance of its covenants under the preceding sentence of this Section 6.01 if the Project Owner pays such delinquent annual fee in full, together with interest accrued thereon to the date of payment at the rate set forth above, within 180 days after receipt of such notice from the Authority. In addition, the Project Owner shall pay the Authority an application fee of [\$1,000] and any and all expenses (including, but not limited to, legal and accounting expenses) which are actually incurred by the Authority in respect to this Fifth Supplemental Project Contract and the transaction to which this Fifth Supplemental Project Contract relates.

Section 6.02 Ownership and Use of the Series 2009 Project.

(a) Except as permitted under Section 7.8 of the Project Contract, the Project Owner agrees that it will not cease to own any portion of the Series 2009 Project unless prior thereto there is delivered to the Trustee either (i) a Project Owner's Certificate stating that in the judgment of the Project Owner the property has become inadequate, obsolete or worn out or (ii) an Opinion of Bond Counsel to the effect that the disposition will not adversely affect the validity of the Bonds or cause an Event of Taxability to occur.

(b) The Project Owner agrees that it will not lease or otherwise permit others to use any portion of the Series 2009 Project (other than lease of Residency Spaces to students in the ordinary course of business) unless, if the property to be so leased or otherwise used, when aggregated with other portions of the Series 2009 Project then subject to lease or other use, represents more than 3% of the net proceeds of the Series 2020 Bonds, prior to the lease or other permitted use there is delivered to the Trustee either (i) a Project Owner's Certificate stating that in the judgment of the Project Owner the property has become inadequate, obsolete or worn out or (ii) an opinion of Bond Counsel to the effect that the proposed lease or other use will not adversely affect the validity of the Bonds or cause an Event of Taxability to occur.

(c) The Project Owner agrees that it will not use or permit any other Person to use any portion of the Series 2009 Project (i) in an unrelated trade or business within the meaning of Section 513(a) of the Code, without regard to whether that activity results in

unrelated trade or business income subject to taxation under Section 512(a) of the Code, or (ii) by any Person (other than students in the ordinary course of business) who is not described in Section 501(c)(3) of the Code, is not exempt from federal income tax under Section 501(a) of the Code or is a private foundation under the Section 509(a) of the Code without obtaining an Opinion of Bond Counsel to the effect that its failure to comply with the other provisions of this paragraph will not adversely affect the validity of the Bonds or cause an Event of Taxability to occur.

(d) The Project Owner agrees that it will not use, or permit use of, the Series 2009 Project except in furtherance of the lawful corporate purposes of the Project Owner. It is the Project Owner's present intention and expectation that the Series 2009 Project will continue to be used and occupied for the purpose of providing housing for students at the University of Wisconsin—Green Bay (including retaining at least 20% of the Residency Spaces in the Series 2009 Project and all Additional Projects and other Indenture Debt Projects, for occupancy by Authority Subtenants) for so long as any of the Series 2020 Bonds will be Outstanding. The Project Owner does not know of any reason why the Series 2009 Project will not continue to be so used and occupied by it in the absence of supervening circumstances not anticipated by it on the date of this Fifth Supplemental Project Contract or beyond its control.

(e) Notwithstanding the provisions of Section 6.02(d), the Project Owner has the right to use the Series 2009 Project for any lawful purpose (i) which will not violate Section 7.6 of the Existing Project Contract, this Section 6.02 or Article XI of the Existing Project Contract, (ii) which, in the Opinion of Bond Counsel, will not adversely affect the validity of the Bonds or cause an Event of Taxability to occur, and (iii) which, in the opinion of a Financial Consultant addressed to the Authority and the Trustee, will not materially impair the Project Owner's ability to comply with Section 7.10 of the Existing Project Contract.

(f) Notwithstanding any other provision of this Fifth Supplemental Project Contract and regardless of whether any Bonds remain Outstanding, the Project Owner agrees that the Series 2009 Project will never be used primarily for sectarian instruction or study or primarily as a place for devotional activities or religious worship.

(g) Neither the Project Owner nor any related person shall pursuant to any arrangement, formal or informal, purchase any Series 2020 Bonds in an amount related to the amount of proceeds of the Series 2020 Bonds provided to or for the benefit of the Project Owner pursuant to this Fifth Supplemental Project Contract.

Section 6.03 Additional Financial Information.

The Project Owner agrees that, upon written request, it will furnish to any Registered Owner or Beneficial Owner of five percent (5%) or more of the Outstanding principal amount of the Series 2020 Bonds and each investment banking firm which was an original purchaser of the Series 2020 Bonds (i) the financial statements and opinions required to be delivered to the Trustee pursuant to Sections 7.9(a) and (b) of the Existing Project Contract (at substantially the same time as the same are required to be delivered to the Trustee) and (ii) together with the materials required to be delivered pursuant to clause (i), a statement of the

Project Owner setting forth the occupancy of the Project Owner's student housing facilities as of the end of the fiscal period presented in such financial statements.

ARTICLE VII

DAMAGE; EMINENT DOMAIN

Section 7.01 Damage.

If prior to the full payment of the Series 2020 Bonds (or provision for payment thereof having been made to the satisfaction of the Trustee in accordance with the provisions of the Indenture) the Series 2009 Project shall be damaged by fire, flood, windstorm, or other casualty to such extent that the Project Owner has the option of prepaying the Series 2020 Mortgage Loan in whole or in part pursuant to Section 4.02(a) of this Fifth Supplemental Project Contract, then the Project Owner shall either (i) apply an amount equal to any and all insurance proceeds received by Project Owner in respect to such casualty (together with such additional funds of the Project Owner, if any, as shall be necessary to prepay the Series 2020 Mortgage Loan in multiples of \$5,000) to prepayment of the Series 2020 Mortgage Loan in accordance with Section 4.02 of this Fifth Supplemental Project Contract, or (ii) repair, replace or restore the damaged property to such condition as in the judgment of the Project Owner will restore the damaged portions of the Series 2009 Project to the level at least equal to the lesser of (A) the operational capacity of the damaged Series 2009 Project as it existed immediately prior to such damage or (B) the designed operational capacity of the Series 2009 Project. Reference is hereby made to the Mortgage and the Indenture for the terms and conditions governing the disposition of insurance proceeds, including the terms and conditions upon which repair, replacement, or restoration of the damaged property will be permitted.

Section 7.02 Eminent Domain.

If prior to full payment of the Series 2020 Bonds (or provision for payment thereof having been made in accordance with the provisions of the Fifth Supplemental Indenture) the Series 2009 Project shall be taken by eminent domain, in whole or in part, to such extent that the Project Owner has the option of prepaying the Series 2020 Mortgage Loan in whole or in part pursuant to Section 4.02(b) of this Fifth Supplemental Project Contract, then the Project Owner shall either (i) apply an amount equal to any and all condemnation awards and proceeds received by the Project Owner in respect to such taking (together with such additional funds of the Project Owner, if any, as shall be necessary to prepay the Series 2020 Mortgage Loan in multiples of \$5,000) to prepayment of the Series 2020 Mortgage Loan in accordance with Section 4.02 of this Fifth Supplemental Project Contract, or (ii) acquire and/or construct such new property in the City as in the judgment of the Project Owner will be necessary to restore the operational capacity of the portion of the Series 2009 Project so taken to a level at least equal to the lesser of (A) the operational capacity of the portion of the Series 2009 Project so taken as it existed immediately prior to such taking or (B) the designed operational capacity of the portion of the Series 2009 Project so taken. Reference is hereby made to the Mortgage and the Existing Indenture for the terms and conditions governing the disposition of condemnation award proceeds, including the terms and conditions upon which replacement of the condemned property will be permitted.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Captions.

The captions or headings in this Fifth Supplemental Project Contract are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Fifth Supplemental Project Contract.

Section 8.02 Counterparts.

This Fifth Supplemental Project Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were on the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Authority and the Project Owner have each caused this instrument to be executed on its behalf by its duly authorized representatives all as of the date written above.

HOUSING AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

By _____
Its: Chairperson

Attest _____
Its: Secretary

UNIVERSITY VILLAGE HOUSING, INC.

By _____
Its: President

EXHIBIT A

DESCRIPTION OF SERIES 2009 PROJECT; APPLICATION OF SERIES 2020 BOND PROCEEDS

I. Series 2009 Project Description.

The Series 2009 Project consists of a 3-story apartment-style residential building for students attending University of Wisconsin – Green Bay located between the University Union and the Richard Liebl residence hall on the University of Wisconsin – Green Bay campus in Green Bay, Wisconsin, and functionally related equipment, fixtures, appliances and related facilities. The Series 2009 Project accommodates approximately 125 residents. The Series 2009 Project is located on a 6.3 acre (approximate) parcel of land owned by the Board of Regents of the University of Wisconsin System and made available to the Project Owner pursuant to the 2009 Land Use Agreement.

II. Application of Proceeds of Series 2020 Bonds.

[Deposit to Escrow Fund] [Pay redemption Price of 2009 Bonds]	\$ _____
[Deposit] [Transfer] to 2020 Account of the Debt Service Reserve Fund	_____
Underwriter Discount	_____
Deposit to 2020 Account of the Issuance Expense Fund	_____
Total	\$ _____

EXHIBIT B

THIS SERIES 2020 MORTGAGE NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE APPLICABLE STATE “BLUE SKY” LAWS AND REGULATIONS OF ANY STATE. THE TRANSFERABILITY HEREOF IS RESTRICTED BY THE INDENTURE OF TRUST IDENTIFIED IN THE ASSIGNMENT ENDORSED HEREON.

SERIES 2020 MORTGAGE NOTE

\$ _____

January __, 2020

FOR VALUE RECEIVED, the undersigned UNIVERSITY VILLAGE HOUSING, INC., a Wisconsin nonprofit corporation (the “**Project Owner**”, which term shall be construed to include the successors and assigns of the Project Owner), promises to pay to the order of the HOUSING AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a public body corporate and politic existing under the laws of the State of Wisconsin (the “**Authority**”), the principal sum of _____ MILLION ____ HUNDRED _____ THOUSAND DOLLARS (\$_____) payable in the installments of principal due on the respective dates set forth in the table below. The unpaid principal installments of this Series 2020 Mortgage Note shall bear interest from the date hereof at the respective rates per annum set forth in the table below. Interest is payable semiannually on each April 1 and October 1, beginning on [October 1], 2020.

This Series 2020 Mortgage Note shall be paid in installments of principal on the dates, in the amounts, and at the interest rates set forth below:

Principal Due Date (April 1)	Principal Amount	Interest Rate
2020	\$,000	_____%
2021	,000	_____
2022	,000	_____
2023	,000	_____
2024	,000	_____
2025	,000	_____
2026	,000	_____
2027	,000	_____
2028	,000	_____
2029	,000	_____
2030	,000	_____

The principal of, and interest on, this Series 2020 Mortgage Note are payable in federal or other immediately available funds at the designated office of Associated Trust Company, National Association, or its successor or successors (the “**Trustee**”), as trustee under that certain Indenture of Trust, dated as of February 1, 1997, as amended and supplemented from time to time, including by a Fifth Supplemental Indenture of Trust, dated as of January 1, 2020, from the Authority, as grantor.

Principal installments and interest unpaid at the maturity thereof (whether at fixed maturity, upon date fixed for prepayment or by acceleration of maturity) shall bear interest (to the extent legally enforceable) until paid, at the same rate per annum as borne by the principal installment in respect to which payment is delinquent.

This Series 2020 Mortgage Note constitutes the Series 2020 Mortgage Note issued under a Project Contract, dated as of February 1, 1997, as amended and supplemented from time to time, including by a Fifth Supplemental Project Contract, dated as of January 1, 2020, made by the Project Owner and the Authority, to which Project Contract reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made, for a description of the circumstances under which there shall be credits allowed against the installments of principal and interest on this Series 2020 Mortgage Note, and for a description of the terms and conditions upon which this Series 2020 Mortgage Note may be prepaid or its maturity accelerated.

UNIVERSITY VILLAGE HOUSING, INC.

By: _____
Its: President

FOR VALUE RECEIVED, the undersigned Housing Authority of the City of Green Bay, Wisconsin, hereby assigns, without recourse, all its right, title and interest in and to the above Series 2020 Mortgage Note to Associated Trust Company, National Association or to its successor or successors, as trustee under that certain Indenture of Trust, dated as of February 1, 1997, as amended and supplemented from time to time, including by a Fifth Supplemental Indenture of Trust, dated as of January 1, 2020, by and between the undersigned and said Trustee, securing the \$_____ Housing Authority of the City of Green Bay, Wisconsin, Student Housing Revenue Refunding Bonds, Series 2020 (University Village Housing, Inc. Project) and certain other revenue bonds issued thereunder.

Dated as of January ____, 2020.

HOUSING AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

By: _____
Its: Chairperson

And: _____
Its: Secretary



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Jayme Valentine, Staff

AGENDA ITEM # D.3.

Consideration with possible action to amend Chapter 13: Lease Terminations 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 requirements for the GBHA and tenants on adopting a lease revision, basis of arrest records, updates for over income families, and the process of terminating or evicting a perpetrator of domestic violence.

RECOMMENDATION

Staff is recommending approval to amend Chapter Lease Terminations of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

- I. Chapter 13- Lease Terminations

Chapter 13

LEASE TERMINATIONS

INTRODUCTION

Either party to the dwelling lease agreement may terminate the lease in accordance with the terms of the lease. A public housing lease is different from a private dwelling lease in that the family's rental assistance is tied to their tenancy. When the family moves from their public housing unit, they lose their rental assistance. Therefore, there are additional safeguards to protect the family's tenancy in public housing.

Likewise, there are safeguards to protect HUD's interest in the public housing program. The GBHA has the authority to terminate the lease because of the family's failure to comply with HUD regulations, for serious or repeated violations of the terms of the lease, and for other good cause. HUD regulations also specify when termination of the lease is mandatory by the GBHA.

When determining GBHA policy on terminations of the lease, the GBHA must consider state and local landlord-tenant laws in the area where the GBHA is located. Such laws vary from one location to another, and these variances may be either more or less restrictive than federal law or HUD regulation.

This chapter presents the policies that govern voluntary termination of the lease by the family and the mandatory and voluntary termination of the lease by the GBHA. It is presented in four parts:

Part I: Termination by Tenant. This part discusses the GBHA requirements for voluntary termination of the lease by the family.

Part II: Termination by GBHA- Mandatory. This part describes circumstances when termination of the lease by the GBHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements.

Part III: Termination by GBHA- Other Authorized reasons. This part describes the GBHA's options for lease termination that are not mandated by HUD regulation but for which HUD authorizes the GBHA to terminate. For some of these options, HUD requires the GBHA to establish policies and lease provisions for termination, but termination is not mandatory. For other options, the GBHA has full discretion whether to consider the options as just cause to terminate as long as the GBHA policies are reasonable, nondiscriminatory, and do not violate state or local landlord-tenant law. This part also discusses the alternatives that the GBHA may consider in lieu of termination, and the criteria that the GBHA will use when deciding what actions to take.

Part IV: Notification Requirements. This part presents the federal requirements for disclosure of criminal records to the family prior to termination, the HUD requirements and GBHA policies regarding the timing and content of written notices for lease termination and eviction, and notification of the post office when eviction is due to criminal activity. This part also discusses record keeping related to lease termination.

PART I: TERMINATION BY TENANT

13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE

[24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]

The family may terminate the lease at any time, for any reason, by following the notification procedures as outlined in the lease. Such notice must be in writing and delivered to the property site office or the GBHA central office or sent by pre-paid first-class mail, properly addressed.

GBHA Policy

If a family desires to move and terminate their tenancy with the GBHA, they must give at least 28 calendar days advance written notice to the GBHA of their intent to vacate. However, that notice must be received prior to the first of the vacating month. When a family must give less than 28 days notice due to circumstances beyond their control the GBHA, at its discretion, may waive the 28-day requirement.

The notice of lease termination must be signed by the head of household, spouse, or co-head.

PART II: TERMINATION BY GBHA [MANDATORY]

13-II.A. OVERVIEW

HUD requires mandatory termination of the lease for certain actions or inactions of the family. There are other actions or inactions of the family that constitute *grounds* for lease termination, but the lease termination is not mandatory. The GBHA must establish policies for termination of the lease in these cases where termination is optional for the GBHA.

For those tenant actions or failures to act where HUD requires termination, the GBHA has no such option. In those cases, the family's lease must be terminated. This part describes situations in which HUD requires the GBHA to terminate the lease.

13-II.B. FAILURE TO PROVIDE CONSENT

[24 CFR 960.259(a) and (b)]

The GBHA must terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any re-examination. See Chapter 7 for a complete discussion of consent requirements.

13-II.C. FAILURE TO DOCUMENT CITIZENSHIP

[24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]

The GBHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the GBHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at

least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

[See Chapter 7 for a complete discussion of documentation requirements.](#)

13-IL.D. FAILURE TO DISCLOSE AND DOCUMENT SOCIAL SECURITY NUMBERS [24 CFR 5.218(c) and 24 CFR 960.259(a)(3), and Notice PIH-~~2010-3~~ 2018-24]

The GBHA must terminate assistance if a resident family fails to disclose the complete and accurate Social Security numbers of each household member and the documentation necessary to verify each Social Security number.

However, if the family is otherwise eligible for continued program assistance, and the GBHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the GBHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the GBHA determined the family to be noncompliant.

GBHA Policy

The GBHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the resident's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

[See Chapter 7 for a complete discussion of documentation and certification requirements.](#)

13-IL.E. FAILURE TO ACCEPT THE GBHA'S OFFER OF A LEASE REVISION [24 CFR 966.4(l)(2)(ii)(E)]

The GBHA must terminate the lease if the family fails to accept the GBHA's offer of a lease revision to an existing lease, provided the GBHA has done the following:-

- The revision is on a form adopted by the GBHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments.
- The GBHA has made written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect.
- The GBHA has specified in the offer a reasonable time limit within that period for acceptance by the family.

[See Chapter 8 for information pertaining to PHA policies for offering lease revisions.](#)

13-IL.F. METHAMPHETAMINE CONVICTION [24 CFR 966.4(l)(5)(i)(A)]

The GBHA must immediately terminate the lease if the GBHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing.

See Part 13-III.B. below for the HUD definition of *premises*.

13-II.G. LIFETIME REGISTERED SEX OFFENDERS [Notice PIH 2012-28]

Should the GBHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the GBHA must immediately terminate assistance for the household member.

In this situation, the GBHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the GBHA must terminate assistance for the household.

13-II.H. NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)(2)(ii) and (c)]

The GBHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements as described in Chapter 11.

13-II.I. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2010-3]

The GBHA must immediately terminate the lease following the death of the sole family member or
~~The GBHA must immediately terminate program assistance for~~ deceased single member households.

PART III: TERMINATION BY GBHA [OTHER AUTHORIZED REASONS]

13-III.A. OVERVIEW

Besides requiring the GBHA to terminate the lease under the circumstances described in Part II, HUD requires the GBHA to establish provisions in the lease for termination pertaining to certain criminal activity, alcohol abuse, and certain household obligations stated in the regulations. While these provisions for lease termination must be in the lease agreement, HUD does not require the GBHA to terminate for such violations in all cases. The GBHA has the discretion to consider circumstances surrounding the violation or, in applicable situations, whether the offending household member has entered or completed rehabilitation, and the GBHA may, as an alternative to termination, require the exclusion of the culpable household member. The GBHA must adopt policies decisions concerning the use of these options.

In addition, HUD authorizes the GBHA to terminate the lease for other grounds, but for only those grounds that constitute serious or repeated violations of material terms of the lease or for other good cause. The GBHA must develop policies pertaining to what constitutes serious or repeated lease violations, and other good cause, based upon the content of the GBHA lease. In the development of the terms of the lease, the GBHA must consider the limitations imposed by state and local landlord-tenant law, as well as HUD regulations and federal statutes. Because of variations in state and local landlord-tenant law, and because HUD affords the GBHA wide discretion in some areas, a broad range of policies could be acceptable.

The GBHA, with some restrictions, also has the option to terminate the tenancies of families who are over income.

The GBHA may consider alternatives to termination and must establish policies describing the criteria the GBHA will use when deciding what action to take, the type of evidence that will be acceptable, and the steps the GBHA must take when terminating a family's lease.

13-III.B. MANDATORY LEASE PROVISIONS **[24 CFR 966.4(l)(5)]**

This section addresses provisions for lease termination that must be included in the lease agreement according to HUD regulations. Although the provisions are required, HUD does not require the GBHA to terminate for such violations in all cases.

Definitions [24 CFR 5.100]

The following definitions will be used for this and other parts of this chapter:

Affiliated individual is defined in section 16-VII.B.

Covered person means a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

Dating violence is defined in section 3-III.F.

Domestic violence is defined in section 3-III.F.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act [21 U.S.C. 802].

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute, or use the drug.

Guest means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has expressed or implied authority on behalf of the tenant.

Household means the family and GBHA-approved live-in aide. The term household also includes foster children and/or foster adults that have been approved to reside in the unit [HUD-50058, Instruction Booklet, p.65].

Other person under the tenant's control means that the person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control*.

Premises means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Sexual assault is defined in section 16-VII.B.

Stalking is defined in section ~~16-VII.B.3-III.F.~~

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or is reasonably likely to cause, serious bodily injury or property damage.

Drug Crime On or Off the Premises **[24 CFR 966.4(l)(5)(i)(B)]**

The lease must provide that drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, or any such activity engaged in on the premises by any other person under the tenant's control is grounds for termination.

GBHA Policy

The GBHA will terminate the lease for drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other ~~another~~ person under the tenant's control.

The GBHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the drug-related criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Illegal Use of a Drug **[24 CFR 966.4(l)(5)(i)(B)]**

The lease must provide that the GBHA may evict a family when the GBHA determines that a household member is illegally using a drug or that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

GBHA Policy

The GBHA will terminate the lease when the GBHA determines that a household member is illegally using a drug or the GBHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous six (6) months.

The GBHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Section 13-III.E and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Threat to Other Residents **[24 CFR 966.4(l)(5)(ii)(A)]**

The lease must provide that any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including GBHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

GBHA Policy

The GBHA will terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including GBHA management and staff on the premises) or by persons residing in the immediate vicinity of the premises.

Immediate vicinity means within a three (3)-block radius of the premises.

The GBHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of covered persons related to the criminal activity.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Section 13-III.E. and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Alcohol Abuse **[24 CFR 966.4(l)(5)(vi)(A)]**

The GBHA must establish standards that allow termination of tenancy if the GBHA determines that a household member has or is engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

GBHA Policy

The GBHA will terminate the lease if the GBHA determines that a household member has or is engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous six (6) months.

The GBHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the abuse of alcohol.

A record of arrest(s) will not be used as the basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Sections 13-III.E. and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation

[24 CFR 966.4(l)(5)(vi)(B)]

The GBHA must establish standards that allow termination of tenancy if the GBHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

GBHA Policy

The GBHA will terminate the lease if the GBHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

The GBHA will consider all credible evidence, including but not limited to, any record of arrests or convictions of household members related to the use of illegal drugs or the abuse of alcohol, and any records or other documentation (or lack of records of documentation) supporting claims of rehabilitation of illegal drug users or alcohol abusers.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Section 13-III.E. and Section 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Other Serious or Repeated Violations of Material Terms of the Lease [Mandatory Lease Provisions]

[24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]

HUD regulations require certain tenant obligations to be incorporated into the lease. Violations of such regulatory obligations are considered to be serious or repeated violations of the lease and grounds for termination. Incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking [24 CFR 5.2005(c)(1)Pub.L. 109-162].

GBHA Policy

The GBHA will terminate the lease for the following violations of tenant obligations under the lease:

Failure to make payments due under the lease, including nonpayment of rent (see Chapter 8 for details pertaining to lease requirements for payments due);

Repeated late payment of rent or other charges. Four (4) late payments within a 12-month period shall constitute a repeated late payment.

Failure to fulfill the following household obligations:

Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

Not to provide accommodations for boarders or lodgers.

To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.

To abide by necessary and reasonable regulations promulgated by the GBHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in the lease.

To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

To keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.

To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in sanitary and safe manner.

To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.

To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities or common areas) caused by the tenant, a member of the household or a guest

To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors as described in Section 13-III.E. and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

13-III.C. OTHER AUTHORIZED REASONS FOR TERMINATION [24 CFR 966.4(l)(2) and (5)(ii)(B)]

HUD authorizes the GBHA to terminate the lease for reasons other than those described in the previous sections. These reasons are referred to as “other good cause.”

Other Good Cause [24 CFR 966.4(l)(2)(ii)(B) and (C)]

HUD regulations state that the GBHA may terminate tenancy for other good cause. The regulations provide a few examples of other good cause, but do not limit the GBHA to only those examples. The Violence Against Women Reauthorization Act of 2013 explicitly prohibits the GBHA from considering incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking as “other good cause” for terminating the tenancy or occupancy rights of the victim of such violence. [\[24 CFR 5.2005\(c\)\(1\)\]](#)

GBHA Policy

The GBHA will terminate the lease for the following reasons.

Fugitive Felon or Parole Violator. If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law.

Persons subject to sex offender registration requirement. If any member of the household has, during their current public housing tenancy, become subject to a registration requirement under a state sex offender registration program.

Discovery of facts after admission to the program that would have made the tenant ineligible.

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a re-examination of income.

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the GBHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size. Unauthorized household members discovered through a fraud investigation on a household involved with the public housing program will be denied program participation. The period of ineligibility will match the ineligibility of the household they were a part of.

Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the GBHA that such a dwelling unit is available.

Failure to permit access to the unit by the GBHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.

Failure to promptly inform the GBHA of the birth, adoption or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.

Failure to abide by the provisions of the GBHA pet policy.

If the family has breached the terms of a repayment agreement entered into with the GBHA.

If a family member has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

If a household member has engaged in or threatened violent or abusive behavior toward GBHA personnel.

Abusive or violent behavior towards GBHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

If the property has been deemed a public/chronic nuisance. The GBHA will terminate the lease if a property, within a 6-month period, has two or more separate police responses. Furthermore, the GBHA will terminate the lease if a property, within any 12-month period, has three or more separate police responses resulting in enforcement action (warning, citation, or arrest) due to the following types of violations:

- Harassment
- Disorderly Conduct
- Battery
- Lewd & lascivious behavior
- Prostitution
- Theft
- Animal Violations
- Trespassing
- Weapons violations
- Noise violations
- Execution of warrants
- Alcohol violations
- Obstructing/resisting
- Inspection-related calls in which the police department responds
- Possession of stolen property
- Arson
- Drug activity
- Gambling

Calls that are generated by the household members are exempt and will not be counted, unless police reports verify that repeated calls are posing a nuisance. The GBHA has the discretion, on a case by case circumstance, to determine if otherwise exempted calls are posing a nuisance. Also, calls related to stalking, domestic violence, sexual assault or other instances protected by VAWA will not be counted.

If sole household member is unable to care for self, as determined by a knowledgeable professional or poses a threat to the health, safety, or security of the building and other residents.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors described in Section 13-III.E. and 13-III.F. Upon consideration

of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Family Absence from Unit ***[24 CFR 982.551(i)]***

It is reasonable that the family may be absent from the public housing unit for brief periods. However, the GBHA needs a policy on how long the family may be absent from the unit. Absence in this context means that no member of the family is residing in the unit.

GBHA Policy

The family must supply any information or certification requested by the GBHA to verify that the family is living in the unit, or relating to family absence from the unit, including any GBHA-requested information or certification on the purposes of family absences. The family must cooperate with the GBHA for this purpose.

The family must promptly notify the GBHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. In such a case promptly means within 10 business days of the start of the extended absence.

If a family is absent from the public housing unit for more than 180 consecutive days, and the family does not adequately verify that they are living in the unit, the GBHA will terminate the lease for other good cause.

Abandonment of the Unit. If the family appears to have vacated the unit without giving proper notice, the GBHA will follow state and local landlord-tenant laws pertaining to abandonment before taking possession of the unit. If necessary, the GBHA will secure the unit immediately to prevent vandalism and other criminal activity.

In making its decision to terminate the lease, the GBHA will consider alternatives as described in Section 13-III.D. and other factors described in Section 13-III.E. and 13-III.F. Upon consideration of such alternatives and factors, the GBHA may, on a case-by-case basis, choose not to terminate the lease.

Over-Income Families

[24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11]

~~As per stated in Section 103 of the The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the GBHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations. (HOTMA), after a family's income has exceeded 120 percent of the area median income (AMI) (or a different limitation established by the Secretary) for two consecutive years, a PHA must terminate a family's tenant within 6 months of the second income determination or charge the family a monthly rent equal to or greater of (1) the applicable Fair Market Rent (FMR); or (2) the amount of monthly subsidy for the unit including amount from the operating and capital funds, as determined by regulations. Families will be notified of the possible changes in eligible after year one of their over-income status. As a PHA with fewer than 250 public~~

~~housing units, the Green Bay Housing Authority can rent to families with income exceeding the over-income limit, if the Housing Authority are renting to those families because there are no income-eligible families on the waiting list.~~

Notice PIH 2019-11 also requires that GBHA publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

GBHA also has discretion, under 24 CFR 960.261, to adopt policies allowing termination of tenancy for families whose income exceeds the limit for program eligibility. Such policies would exempt families participating in the Family Self-Sufficiency (FSS) program or currently receiving the earned income disallowance.

GBHA Policy

At annual or interim reexamination, if a family's adjusted income exceeds the applicable over-income limit, the GBHA will document the family file and begin tracking the family's over-income status.

If one year after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the GBHA will notify the family in writing that their income has exceeded the over-income limit for one year, and that if the family continues to be over-income for 12 consecutive months, the family will be subject to the GBHA's over-income policies.

If two years after the applicable annual or interim reexamination the family's income continues to exceed the applicable over-income limit, the GBHA will charge the family a rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The GBHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the GBHA's written notice to the family.

If, at any time, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with GBHA policy. If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The GBHA will notify the family in writing that over-income policies no longer apply to them. If the family's income later exceeds the over-income limit again, the family is entitled to a new two-year grace period.

The GBHA will begin tracking over-income families once these policies have been adopted, but no later than March 24, 2019.

The GBHA will not evict or terminate the tenancies of families whose income exceeds the income limit for program eligibility as described at 24 CFR 960.261.

The GBHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

<u>Family Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Over-Income Limit</u>	<u>\$68,760</u>	<u>\$78,600</u>	<u>\$88,440</u>	<u>\$98,160</u>	<u>\$106,080</u>	<u>\$113,880</u>	<u>\$121,800</u>	<u>\$129,600</u>

For families larger than 8 persons, the over-income limit will be calculated by multiplying the applicable very-low income limit by 2.4.

13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

Exclusion of Culpable Household Member

[24 CFR 966.4(l)(5)(vii)(C)]

As an alternative to termination of the lease for criminal activity or alcohol abuse, HUD provides that the GBHA may consider exclusion of the culpable household member. Such an alternative can be used, for any other reason where such a solution appears viable in accordance with GBHA policy.

GBHA Policy

The GBHA will consider requiring the tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

As a condition of the family's continued occupancy, the head of household must certify that the culpable household member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former household member's current address upon GBHA request.

Repayment of Family Debts

GBHA Policy

If a family owes amounts to the GBHA, as a condition of continued occupancy, the GBHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the GBHA of the amount owed. See Chapter 16 for policies on repayment agreements.

13-III.E. CRITERIA FOR DECIDING TO TERMINATE TENANCY

~~A PHA that has grounds to terminate a tenancy is not required to do so, except as explained in Part II of this chapter, and may consider all of the circumstances relevant to a particular case before making a decision.~~

Evidence

[24 CFR 982.553(c)]

For criminal activity, HUD permits the GBHA to terminate the lease if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted, and without satisfying the standard of proof used for a criminal conviction.

GBHA Policy

The GBHA will use the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows

that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances **[24 CFR 966.4(l)(5)(vii)(B)]**

Although it is required that certain lease provisions exist for criminal activity and alcohol abuse, HUD provides that the GBHA may consider all circumstances relevant to a particular case in order to determine whether or not to terminate the lease.

Such relevant circumstances can also be considered when terminating the lease for any other reason.

GBHA Policy

The GBHA will consider the following factors before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

The seriousness of the offending action, especially with respect to how it would affect other residents' safety or property

The extent of participation or culpability of the leaseholder, or other household members, in the offending action, including whether the culpable member is a minor, a person with disabilities, or (as discussed further in section 13-III.F) a victim of domestic violence, dating violence, sexual assault or stalking

The effects that the eviction will have on other family members who were not involved in the action or failure to act

The effect on the community of the termination, or of the GBHA's failure to terminate the tenancy

The effect of the GBHA's decision on the integrity of the public housing program

The demand for housing by eligible families who will adhere to lease responsibilities

The extent to which the leaseholder has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history, and the likelihood of favorable conduct in the future

While a record of arrest(s) will not be used as the basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

Any statements made by witnesses or the participant not included in the police report

Whether criminal charges were filed

Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property.

In the case of program abuse, the dollar amount of the underpaid rent and whether or not a false certification was signed by the family

Consideration of Rehabilitation **[24 CFR 966.4(l)(5)(vii)(D)]**

HUD authorizes the GBHA to take into consideration whether a household member who had used illegal drugs or abused alcohol and is no longer engaging in such use or abuse is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.

GBHA Policy

In determining whether to terminate the lease for illegal drug use or a pattern of illegal drug use, or for abuse or a pattern of abuse of alcohol, by a household member who is no longer engaging in such use or abuse, the GBHA will consider whether such household member has successfully completed a supervised drug or alcohol rehabilitation program.

For this purpose, the GBHA will require the tenant to submit evidence of the household member's successful completion of, a supervised drug or alcohol rehabilitation program.

Reasonable Accommodation **[24 CFR 966.7]**

If the family includes a person with disabilities, the GBHA's decision to terminate the family's lease is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

GBHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of lease, the GBHA will determine whether the behavior is related to the disability. If so, upon the family's request, the GBHA will determine whether alternative measures are appropriate as a reasonable accommodation. The GBHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed lease termination. See Chapter 2 for a discussion of reasonable accommodation.

Nondiscrimination Limitation **[24 CFR 966.4(l)(5)(vii)(F)]**

The GBHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT AND STALKING

This section addresses the protections against termination of tenancy that the Violence Against Women Act of 2013 (VAWA) provides for public housing residents who are victims of domestic violence, dating violence, sexual assault, or stalking. For general VAWA requirements and GBHA policies pertaining to notification, documentation, and confidentiality, see section 16-VII of this ACOP, where definitions of key VAWA terms are also located.

VAWA Protections against Termination [24 CFR 5.2005 (c)]

VAWA provides that no person may deny assistance, tenancy or occupancy rights to public housing to a tenant on the basis or as a direct result of VAWA provides that "criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault or stalking of the tenant is the victim" [24CFR 5.2005(e)(2) Notice 8/6/13].

VAWA further provides that incidents of actual or threatened domestic violence, dating violence, or stalking may not be construed either as serious or repeated violations of the lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence [24CFR 5.2005(c)(1)], FR Notice 8/6/13.

Limits on VAWA Protections [24 CFR 5.2005(d) and (e), FR Notice 8/6/13]

While VAWA prohibits the GBHA from using domestic violence, dating violence, sexual assault or stalking as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute. Specifically:

- VAWA does not limit the GBHA's otherwise available authority to terminate assistance to or evict a victim for lease violations not premised on an act of domestic violence, dating violence, sexual assault or stalking providing that the GBHA does not subject the victim to a more demanding standard than other tenants.
- VAWA does not limit the GBHA's authority to terminate the tenancy of any public housing tenant if the GBHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's residency is not terminated.

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- * the duration of the risk
- * the nature and severity of the potential harm
- * the likelihood that the potential harm will occur
- * the length of time before the potential harm would occur [24CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat, including but not limited to transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat" [24 CFR 5.2005(d)(3)]. Additionally, HUD regulations state that restrictions "predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents" [24 CFR 5.2005(d)(3)]. ~~Even when a victim poses an actual and imminent threat, however, HUD regulations authorize the GBHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24CFR 5.2005(d)(3)].~~

GBHA Policy

In determining whether a public housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the GBHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within ~~a short period of~~ an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location, transferring the victim to another unit, or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the tenant wishes to contest the GBHA's determination that he or she is an actual and imminent threat to other tenants or employees, the tenant may do so as part of the grievance hearing or in a court proceeding.

Documentation of Abuse [24CFR 5.2007]

GBHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, the GBHA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

The GBHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases, the GBHA will document the waiver in the individual's file.

Terminating or Evicting a Perpetrator of Domestic Violence

Although VAWA provides protection from termination for victims of domestic violence, it does not provide such protection for perpetrators. In fact, VAWA gives the PHA the explicit authority to bifurcate a lease, or remove a household member from a lease, "in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing" [FR Notice 8/6/13]. Moreover, HUD regulations impose on the PHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, or stalking [24 CFR 966.4(e)(9)].

Specific lease language affirming the PHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state, or federal law to the contrary. However, if the PHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the PHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [FR Notice 3/16/07]. However, perpetrators should be given no more than 30 days' notice of termination in most cases [Notice PIH 2017-08].

Although VAWA provides protection from termination for victims of domestic violence, it does not provide protection for perpetrators. In fact, VAWA gives the GBHA the explicit authority to bifurcate a lease, or to remove a household member from a lease, "in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupancy and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." [24CFR 5.2009(a)] Moreover, HUD regulations impose on the GBHA the obligation to consider lease bifurcation in any circumstances involving domestic violence, dating violence, sexual assault or stalking [24CFR 966.4(e)(9)].

Specific lease language affirming the GBHA's authority to bifurcate a lease is not necessary, and the authority supersedes any local, state or federal law to the contrary. However, if the GBHA chooses to exercise its authority to bifurcate a lease, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law for eviction, lease termination, or termination of assistance. This means that the GBHA must follow the same rules when terminating or evicting an individual as it would when terminating or evicting an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

The GBHA will bifurcate a family's lease and terminate the tenancy of a family member if the GBHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the tenancy or program assistance of the remaining, non-culpable family members.

In making its decision, the GBHA will consider all credible evidence, including, but not limited to, a signed certification (for HUD-~~50066~~5382) or other documentation of abuse submitted to the GBHA by the victim in accordance with this section and section 16-VII.D. The GBHA will also consider the factors in section 13-III.E. Upon such consideration, the GBHA may, on a case-by-case basis, choose not to bifurcate the lease and terminate the tenancy of the culpable family member.

If the GBHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If necessary, the GBHA will also take steps to ensure that the remaining family members have a safe place to live during the termination process. For example, the GBHA may offer the remaining family members another public housing unit if available; it may help them relocate to a confidential location; or it may refer them to a victim service provider or other agency with shelter facilities. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered by VAWA 2013.

PART IV: NOTIFICATION REQUIREMENTS, EVICTION PROCEDURES, AND RECORD KEEPING

13-IV.A. OVERVIEW

HUD regulations specify the requirements for the notice that must be provided prior to lease termination. This part discusses those requirements and the specific requirements that precede and follow termination for certain criminal activities which are addressed in the regulations. This part also discusses specific requirements pertaining to the actual eviction of families and record keeping.

13-IV.B. CONDUCTING CRIMINAL RECORDS CHECKS [24 CFR 5.903(e)(ii) and 24 CFR 960.259

HUD authorizes the GBHA to conduct criminal records checks on public housing residents for lease enforcement and eviction. GBHA policy determines when the GBHA will conduct such checks.

GBHA Policy

The GBHA will conduct annual background checks at the annual review. The GBHA will also conduct criminal records checks when it has come to the attention of the GBHA, either from local law enforcement or by other means that an individual has engaged in the destruction of property, engaged in violent activity against another person, or has interfered with the right to peaceful enjoyment of the premises of other residents. Such checks will also include sex offender registration information. In order to obtain such information, all adult household members must sign consent forms for release of criminal conviction and sex offender registration records on an annual basis.

The GBHA may not pass along the costs of a criminal records check to the tenant.

13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY

[24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]

In conducting criminal records checks, if the GBHA uses the authority of 24 CFR 5.903 and 5.905 to obtain such information, certain protections must be afforded the tenant before any adverse action is taken. In such cases, if the GBHA obtains criminal records information from a state or local agency showing that a household member has been convicted of a crime, or is subject to a sex offender registration requirement, relevant to lease enforcement or eviction, the GBHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

GBHA Policy

In all cases where criminal record or sex offender registration information would result in lease enforcement or eviction, the GBHA will notify the household in writing of the proposed adverse action and will provide the subject of the record and the tenant a copy of such information, and an opportunity to dispute the accuracy and relevance of the information before an eviction or lease enforcement action is taken.

The family will be given 10 business days from the date of the GBHA notice, to dispute the accuracy and relevance of the information. If the family does not contact the GBHA to dispute the information within that 10 business day period, the GBHA will proceed with the termination action.

Should the tenant not exercise their right to dispute prior to any adverse action, the tenant still has the right to dispute in the grievance hearing or court trial.

13-IV.D. LEASE TERMINATION NOTICE

[24 CFR 966.4(l)(3)]

Forms, Delivery, and Content of the Notice

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine GBHA documents directly relevant to the termination or eviction. If the GBHA does not make the documents available for examination upon request by the tenant, the GBHA may not proceed with the eviction [24 CFR 966.4(m)].

When the GBHA is required to offer the resident an opportunity for a grievance hearing, the notice must also inform the resident of their right to request a hearing in accordance with the GBHA's grievance procedure. In these cases, the tenancy shall not terminate until the time the tenant can request a grievance hearing has expired and the grievance procedure has been completed.

When the GBHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety, or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the GBHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that

contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the GBHA, or for a drug-related criminal activity on or off the premises.

GBHA Policy

The GBHA will attempt to deliver notices of lease termination directly to the tenant or an adult member of the household. If such attempt fails, the notice will be sent by first-class mail the same day.

All notices of lease termination will include information about the protection against termination provided by the Violence Against Women Act of 2013 (VAWA) for victims of domestic violence, dating violence, sexual assault, or stalking (see section 16-VII.C). The GBHA will also include a copy of the form HUD-~~50066~~5382 ad HUD 5380. Any family member who claims that the cause for termination involves (a) criminal acts of physical violence against family members or others or (b) incidents of domestic violence, dating violence, sexual assault, or stalking of which a family member is the victim will be given the opportunity to provide documentation in accordance with the policies in Sections 13-III.F and 16-VII.D.

Timing of the Notice

[24 CFR 966.4(l)(3)(i)]

The GBHA must give written notice of lease termination of:

- ~~14~~5 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)
 - ~~-~~If the health or safety of other residents, GBHA employees, or persons residing in the immediate vicinity of the premises is threatened
 - ~~-~~If any member of the household has engaged in any drug-related criminal activity or violence criminal activity
 - ~~-~~If any member of the household has been convicted of a felony
- 28 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

GBHA Policy

The GBHA will give written notice of ~~5~~14 calendar days for nonpayment of rent. For all other lease terminations the GBHA will give 28 days' written notice or, if state or local law allows less than 28 days, such shorter notice will be given.

The Notice to Vacate that may be required under state or local law may be combined with or run concurrently with the notice of lease termination.

Notice of Nonrenewal Due to Community Service Noncompliance

[24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]

When the GBHA finds that a family is in noncompliance with the community service requirement, the tenant and any other noncompliant resident must be notified in writing of this determination. Notices of noncompliance will be issued in accordance with the requirements and policies in Section 11-I.E.

GBHA Policy

If after receiving a notice of initial noncompliance the family does not request a grievance hearing, or does not take either corrective action required by the notice within the required timeframe, a termination notice will be issued in accordance with the policies above.

If a family agreed to cure initial noncompliance by signing an agreement, and is still in noncompliance after being provided the 12-month opportunity to cure, the family will be issued a notice of continued noncompliance. The notice of continued noncompliance will be sent in accordance with the policies in Section 11-I.E. and will also serve as the notice of termination of tenancy.

**Notice of Termination Based on Citizenship Status
[24 CFR 5.514(c) and (d)]**

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the GBHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.

Please see Chapter 14 for the GBHA's informal hearing procedures.

**13-IV.E. EVICTION
[24 CFR 966.4(l)(4) and 966.4(m)]**

Eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The GBHA may only evict the tenant from the unit by instituting a court action, unless the law of the jurisdiction permits eviction by administrative action, after a due process administrative hearing, and without a court determination of the rights and liabilities of the parties.

GBHA Policy

When a family does not vacate the unit after receipt of a termination notice, by the deadline given in the notice, the GBHA will follow state and local landlord-tenant law in filing an eviction action with the local court that has jurisdiction in such cases.

If the eviction action is finalized in court and the family remains in occupancy beyond the deadline to vacate given by the court, the GBHA will seek the assistance of the court to remove the family from the premises as per state and local law.

The GBHA may not proceed with an eviction action if the GBHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.41(l)(3) and (m).

13-IV.F. NOTIFICATION TO POST OFFICE **[24 CFR 966.4(l)(5)(iii)(B)]**

When the GBHA evicts an individual or family for criminal activity, including drug-related criminal activity, the GBHA must notify the local post office serving the dwelling unit that the individual or family is no longer residing in the unit.

13-IV.G. RECORD KEEPING

For more information concerning general record keeping, see Chapter 16.

GBHA Policy

A written record of every termination and/or eviction will be maintained by the GBHA at the development where the family was residing, and will contain the following information:

Name of resident, number, and identification of unit occupied

Date of the notice of lease termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently

Specific reason(s) for the notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the notices described in detail (other than any criminal history reports obtained solely through the authorization provided in 24 CFR 5.903 and 5.905)

Date and method of notifying the resident

Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Jayme Valentine, Staff

AGENDA ITEM # D.4.

Consideration with possible action to amend Chapter 14: Grievances and Appeals 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 required forms when denying an application, appeal process for when immigration status is not confirmed and designated hearing officer for the Green Bay Housing Authority.

RECOMMENDATION

Staff is recommending approval to amend Chapter 14: Grievances and Appeals of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

- I. Chapter 14- Grievances & Appeals REVISED

Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses complaints, grievances and appeals pertaining to GBHA actions or failures to act that adversely affect public housing applicants or residents. The policies discussed are in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the GBHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure. However, a sample grievance procedure, adapted from the Public Housing Occupancy Guidebook, is included as Exhibit 14-1 in the ACOP.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the GBHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or maintain requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the GBHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)].

Applicants to public housing are not entitled to the same hearing process afforded tenants under the GBHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p.58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the GBHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the GBHA could make the informal hearing process available to applicants who wish to dispute other GBHA actions that adversely affect them.

GBHA Policy

The GBHA will only offer informal hearings to applicants for the purpose of disputing denial of admission.

Notice of Denial [24 CFR 960.208(a)]

The GBHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the GBHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

[When denying eligibility for admission, the GBHA must provide the family a notice of VAWA rights as well as the HUD VAWA self-certification form \(form HUD-50066\) in accordance with the Violence against Women Reauthorization Act of 2013, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.](#)

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

GBHA Policy

A request for an informal hearing must be made in writing and delivered to the GBHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the GBHA's notification of denial of admission.

The GBHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

Conducting an Informal Hearing [PH Occ GB, p.58]

GBHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the GBHA.

The person conducting the informal hearing will make a recommendation to the GBHA staff, but the GBHA staff is responsible for making the final decision as to whether admission should be granted or denied.

Informal Hearing Decision [PH Occ GB, p.58]

GBHA Policy

The GBHA will notify the applicant of the GBHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the GBHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice.

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in GBHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The GBHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the GBHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the GBHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The GBHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be notified ~~of such~~.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request a reasonable accommodation for participation in the informal hearing process, and the GBHA must consider such accommodations. The GBHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-IL.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal

process. Assistance to a family may not be terminated or denied while the GBHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the GBHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapter 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the GBHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(c)]

When the GBHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the GBHA with a copy of the written request for appeal and proof of mailing.

GBHA Policy

The GBHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the GBHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the GBHA, of its decision. When the USCIS notifies the GBHA of the decision, the PHA must notify the family of its right to request an informal hearing.

GBHA Policy

The GBHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the GBHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the GBHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The GBHA must provide an informal hearing before an impartial individual, other than the person who made or approved the decision under review, and other than the person who is a subordinate ~~of~~ whoever made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the GBHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

GBHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$0.25 per page. The family must request discovery of GBHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the GBHA, and to confront and cross-examine all witnesses on whose testimony or information the GBHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the GBHA, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the GBHA is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The GBHA may, but is not required to, provide a transcript of the hearing.

GBHA Policy

The GBHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The GBHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(b)]

The GBHA must retain for a minimum of five (5) years the following documents that may have been submitted to the GBHA by the family, or provided to the GBHA as part of the USCIS appeal or the GBHA informal hearing process:

- The application for assistance
- The form completed by the family for income re-examination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the GBHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the GBHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

The GBHA must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any GBHA action or failure to act involving the lease or GBHA policies which adversely affect their rights, duties, welfare, or status. [The GBHA must not only meet the minimal procedural due process requirements provided under the regulations, but must also meet any additional requirements imposed by local, state or federal law.](#)

The GBHA grievance procedure must be included in, [or incorporated by reference in,](#) the lease.

GBHA Policy

The GBHA grievance procedure will be incorporated by reference in the tenant lease.

The GBHA must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the GBHA grievance procedure, and provide an opportunity to present written comments. Comments submitted must be considered by the GBHA before adoption of any changes to the grievance procedure by the GBHA.

GBHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified of any proposed changes in the GBHA grievance procedure to submit written comments to the GBHA.

The GBHA must furnish a copy of the grievance procedure to each tenant and to resident organizations upon request.

14-III.B. DEFINITIONS [24 CFR 966.53][24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

Grievance—any dispute which a tenant may have with respect to GBHA action or failure to act in accordance with the individual tenant’s lease or GBHA regulations which adversely affect the individual tenant’s rights, duties, welfare or status.

Complainant—any tenant whose grievance is presented to the GBHA or at the project management office.

Due Process Determination—a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides that basic elements of due process before eviction from the dwelling unit.

Expedited Grievance – a procedure established by the PHA for any grievance or termination that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or the PHA’s public housing premises by other residents or employees of the PHA; or
- Any drug-related criminal activity on or off the premises

Elements of Due Process—an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
- 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 to present any affirmative legal or equitable defense which the tenant may have
- A decision on the merits

Hearing Officer/Panel—a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto an impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.-

Tenant—the adult person (or persons) (other than a live-in aide)

- Who resides in the unit, and who executed the lease with the GBHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
- Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit

Resident Organization—includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a GBHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the GBHA. It is not applicable to disputes between tenants not involving the GBHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the GBHA.

If HUD has issued a due process determination, the GBHA may exclude from the grievance procedure any grievance concerning a termination of tenancy of eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the GBHA
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: the GBHA may use expedited grievance procedures for the first two of the three excluded categories listed above. These expedited grievance procedures are described in Section 14-III.E. below.

If HUD has issued a due process determination, the GBHA may evict through the state/local judicial eviction procedures. In this case, the GBHA is not required to provide the opportunity for a hearing under the GBHA's grievance procedure as described above.

GBHA Policy

The GBHA is not located in a due process state, therefore it must grant opportunity for grievance hearings for all lease terminations, regardless of cause.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the GBHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

GBHA Policy

The GBHA will accept requests for an informal settlement of a grievance either orally or in writing, to the GBHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request, the GBHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the GBHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the GBHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

GBHA Policy

The GBHA will prepare a summary of the informal settlement within five (5) business days; one copy to be given to the tenant and one copy to be retained in the GBHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]

Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The complainant must submit the request in writing for a grievance hearing within a reasonable time after receipt of the summary of informal discussion [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action of relief sought.

GBHA Policy

The resident must submit a written request for a grievance hearing to the GBHA within five (5) business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the GBHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the GBHA's action in disposing of the complaint in an appropriate judicial proceeding ~~[24 CFR 966.55(e)]~~.

Scheduling of Hearings [24 CFR 966.5556(fa)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/~~panel~~ promptly for a time and place reasonably convenient to both the complainant and the GBHA. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate GBHA official.

GBHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the GBHA.

The GBHA may wish to permit the tenant to request to reschedule a hearing for good cause.

GBHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the GBHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.55(g)52(a)]

The GBHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the GBHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The GBHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

GBHA Policy

The GBHA will follow expedited grievance procedures for any grievance concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the GBHA, or any drug-related criminal activity on or near such premises.

Such procedures will provide for an expedited notice of hearing request, an expedited scheduling of the hearing, and for an expedited decision on the grievance. The tenant will have three (3) business days to make their hearing request. The hearing officer will have three (3) business days to schedule the hearing, and three (3) business days to render a decision. All other aspects of the expedited grievance process shall be the same as for other grievances.

14-III.F SELECTION OF HEARING OFFICER/~~PANEL~~ [24 CFR 966.5553~~(be)~~]

The grievance hearing must be conducted by an impartial person or persons appointed by the GBHA, other than the person who made or approved the GBHA action under review, or a subordinate of such person. HUD regulations no longer contain references to hearing panels, and the regulations governing the process of selecting a hearing officer or panel have been removed.

GBHA Policy

GBHA grievance hearings will be conducted by a single hearing officer and not a panel. ~~The GBHA has designated the following to serve as hearing officers:~~

~~Housing Administrator or~~ Executive Director

~~Upon the Housing Administrator's~~ Executive Director's absence, a designee by the ~~Administrator~~ Executive Director.

~~The GBHA must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.~~

GBHA Policy

~~The GBHA will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is neither a friend nor enemy of the complainant, that they do not have a personal stake in the matter under dispute, and will otherwise not appear to lack impartiality. The GBHA will appoint a staff member who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.~~

The GBHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

~~The GBHA must consult with resident organizations before a person is appointed as a hearing officer or hearing panel member. Comments from the resident organizations must be considered before making the appointment. PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period (24 CFR 966.4)~~

14-III.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any GBHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the GBHA does not make the document available for examination upon request by the complainant, the GBHA may not rely on such document at the grievance hearing.

GBHA Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$0.25 per page. The family must request discovery of GBHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

GBHA Policy

Hearings may be attended by the following applicable persons:

A GBHA representative(s) and any witnesses for the GBHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the GBHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complain, to controvert evidence relied on by the GBHA or project management, and to confront and cross-examine all witnesses upon whose testimony or other information the GBHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Decision without Hearing [24 CFR 966.56(c)]

The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

Failure to Appear [24 CFR 966.56(d)]

If the complainant or the GBHA fails to appear at a scheduled hearing, the hearing officer may either postpone the hearing for no more than five business days or render a decision that the abent party has waived their right to a hearing. make a determination that the party has waived his/her right to a hearing to postpone the hearing for not to exceedno more than five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the GBHA must be notified of the determination by the hearing officer, provided that a determination that the complainant has waived

~~his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the GBHA's disposition of the grievance in an appropriate judicial proceeding.~~

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

GBHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the GBHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(ed), ~~(f)~~, and (g)]

At the hearing, the complainant must first make a showing an entitlement to the relief sought and thereafter the GBHA must sustain the burden of justifying the GBHA action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer. The GBHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses. In general, all evidence is admissible at an informal hearing.~~In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].~~

GBHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the GBHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, and sounds, videotapes, or symbols or combinations thereof.

Demonstrative evidence: evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: a tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and is offered to prove the truth of the matter. Even though evidence,

including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the GBHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine the GBHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the GBHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

~~The hearing officer must require the GBHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [24 CFR 966.56(f)].~~

~~The complainant of the GBHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. The regulations make provision for the arrangement for a transcript of the hearing at either party's request [24 CFR 966.56(g)].~~

GBHA Policy

If the complainant would like the GBHA to record the proceeding by audiotape, the request must be made to the GBHA by 12:00 p.m. on the business day prior to the hearing.

The GBHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(h)]

The GBHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the GBHA's responsibilities pertaining to reasonable accommodation.

Limited English Proficiency (24 CFR 966.56(g))

The GBHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

14-III.H. DECISION OF THE HEARING OFFICER [24 CFR 966.57]

The hearing officer must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the tenant-complainant and the GBHA. The GBHA must retain a copy of the decision in the tenant's folder. ~~A copy of the decision, with all names and identifying references deleted, A log of all hearing~~

[officer decisions](#) must also be maintained ~~on file~~ by the GBHA and make available for inspection by a prospective complainant, his/her representative, or the hearing officer [24 CFR 966.57(a)].

GBHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the GBHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with GBHA policy.

GBHA Evidence to Support the GBHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the GBHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and GBHA policies. If the grounds for termination are not specified in the regulations or in compliance with GBHA policies, then the decision of the GBHA will be overturned.

The hearing officer will issue a written decision to the family and the GBHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing Information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the GBHA representative(s)

Name of the family representative(s)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the GBHA's decision.

Order: The hearing report will include a statement of whether the GBHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the GBHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the GBHA to restore the family's status.

Procedures for Further Hearing

GBHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the GBHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer is binding on the GBHA which must take the action, or refrain from taking the action cited in the decision unless the GBHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern GBHA action or failure to act in accordance with or involving the complainant's lease on GBHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the GBHA

GBHA Policy

When the GBHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the GBHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it ~~The Board~~ must notify the complainant within 10 business days of the decision.

~~A decision by the hearing officer, or Board of Commissioners in favor of the GBHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to subsequent trial or judicial review in court [24 CFR 966.57(e)].~~

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Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Jayme Valentine, Staff

AGENDA ITEM # D.5.

Consideration with possible action to amend Chapter 15: Program Integrity 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 the subsection preventing errors and program abuse, Public and Indian Housing notice numbers and additions to prohibited activities.

RECOMMENDATION

Staff is recommending approval to amend Chapter 15: Program Integrity of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

- I. Chapter 15- Program Integrity REVISED

Chapter 15 PROGRAM INTEGRITY

INTRODUCTION

The GBHA is committed to ensuring that funds made available to the GBHA are spent in accordance with HUD requirements.

This chapter covers HUD and GBHA policies designed to prevent, detect, investigate and resolve instances of **unintentional errors and intentional** program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents GBHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the GBHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

15-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and program abuse. PHAs are required to use the EIV system in its entirety in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and residents with form HUD-52675, “Debts Owed to PHAs and Terminations”
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

GBHA Policy

The GBHA anticipates that the vast majority of families and GBHA employees intend to and will comply with program requirements **PU** and make reasonable efforts to avoid errors.

To ensure that the GBHA’s program is administered effectively and according to the highest ethical and legal standards, the GBHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The GBHA will provide each applicant and resident with a copy of “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

The GBHA will provide each applicant and resident with a copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH ~~2010-19~~**2017-12**. In addition, the GBHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The GBHA will require mandatory orientation sessions for all prospective residents either prior to or upon execution of the lease. The GBHA will discuss program compliance and integrity issues. At the conclusion of all program orientation sessions, the

family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.

The GBHA will routinely provide resident counseling as part of every re-examination interview in order to clarify any confusion pertaining to program rules and requirements.

GBHA staff will be required to review and explain the contents of all HUD- and GBHA-required forms prior to requesting family member signatures.

The GBHA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key GBHA forms and form letters that request information from a family member.

The GBHA will provide each GBHA employee with the necessary training on program rules and the organization's standards of conduct and ethics.

At every regular reexamination the GBHA staff will explain any changes in HUD regulations or GBHA policy that affect residents.

For purposes of this chapter, the term *error* refers to an unintentional error or omission. *Program abuse* or *fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

15-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the GBHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

GBHA Policy

The GBHA will employ a variety of methods to detect errors and program abuse, including:

The GBHA will routinely use EIV and other non-HUD sources of up-front income verification. This includes any private or public databases available to the GBHA.

At each annual re-examination, current information provided by the family will be compared to information provided at the last annual re-examination to identify inconsistencies and incomplete information.

The GBHA will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

OMG Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the GBHA of errors and potential cases of program abuse.

GBHA Policy

The GBHA will use the results reported in an IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the GBHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

GBHA Policy

The GBHA will encourage staff, residents, and the public to report possible program abuse.

15-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the GBHA Will Investigate

GBHA Policy

The GBHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the GBHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of the unauthorized household member.

The GBHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

Consent to the Release of Information [24 CFR 960.259]

The GBHA may investigate possible instances of error or abuse using all available GBHA and public records. If necessary, the GBHA will require families to sign consent forms for the release of additional information.

Analysis and Findings

GBHA Policy

The GBHA will base its evaluation on a preponderance of evidence collected during its investigation.

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation, the GBHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the GBHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the GBHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

GBHA Policy

In the case of family-caused errors or program abuse, the GBHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

GBHA Policy

The GBHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which the GBHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through an informal hearing or grievance hearing (see Chapter 14).

PART II: CORRECTIVE MEASURES AND PENALTIES

15-II.A. UNDER- OR OVERPAYMENT

An under- or overpayment includes an incorrect tenant rent payment by the family, or an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect rental determination is an overpayment or underpayment, the GBHA must promptly correct the tenant rent and any utility reimbursement prospectively.

GBHA Policy

Increases in the tenant rent will be implemented on the first of the month following a written 30-day notice.

Any decreases in tenant rent will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family is required to reimburse the GBHA or the GBHA is required to reimburse the family depends upon which party is responsible for the incorrect payment and whether the action taken was in error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

15-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

General administrative requirements for participating in the program are discussed throughout the ACOP. This section deals specifically with errors and program abuse by family members.

An incorrect rent determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the GBHA to use incorrect information provided by a third party.

Family Reimbursement to GBHA

GBHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any amounts of rent underpaid. The GBHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the amount owed, the GBHA will terminate the family's lease in accordance with the policies in Chapter 13.

GBHA Reimbursement to Family

GBHA Policy

The GBHA will not reimburse the family for any overpayment of rent when the overpayment clearly is caused by the family.

Prohibited Actions

An applicant or resident in the public housing program must not knowingly:

- Make a false statement to the GBHA [Title 18 U.S.C. Section 1001]
- Provide incomplete or false information to the GBHA [24 CFR 960.259(a)(4)]
- Commit fraud, or make false statements in connection with an application for assistance or with re-examination of income [24 CFR 966.4(l)(2)(iii)(C)].

GBHA Policy

Any of the following will be considered evidence of family program abuse:

- Offering bribes or illegal gratuities to the GBHA Board of Commissioners, employees, contractors, or other GBHA representatives
- Offering payments or other incentives to a third party as an inducement for the third party to make false or misleading statements to the GBHA on the family's behalf
- Use of a false name or the use of falsified, forged, or altered documents
- Intentional misreporting of family information or circumstances (e.g., misreporting of income or family composition)
- Omitted facts that were obviously known by a family member (e.g., not reporting income)
- Admission of program abuse by an adult family member

The GBHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the GBHA may, at its discretion, impose any of the following remedies.

- The GBHA may require the family to repay any amounts owed to the program (see 15-II.B., Family Reimbursement to GBHA).
- The GBHA may require, as a condition for receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 13 (for residents).

- The GBHA may deny admission or terminate the family's lease following the policies set forth in Chapter 3 and Chapter 13 respectively.
- The GBHA may refer the family for state or federal criminal prosecution as described in section 15-II.D.

15-II.C. GBHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of GBHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a GBHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the GBHA personnel policy.

GBHA-caused incorrect rental subsidy determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

Repayment to the GBHA

The family is not required to repay an underpayment of rent if the error or program abuse is caused by GBHA staff.

GBHA Reimbursement to Family

GBHA Policy

The GBHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error or staff program abuse.

Prohibited Activities

GBHA Policy

Any of the following will be considered evidence of program abuse by GBHA staff:

Failing to comply with any public housing program requirements for personal gain

Failing to comply with any public housing program requirements as a result of a conflict of interest relationship with any applicant or resident

Seeking or accepting anything of material value from applicants, residents, vendors, contractors, or other persons who provide services or materials to the GBHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of GBHA activities, policies, or practices

Misappropriating or misusing public housing funds

Destroying, concealing, removing, or inappropriately using any records related to the public housing program

Committing any other corrupt or criminal act in connection with any federal housing program

Committing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment

Allowing sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment, where the PHA knew or should have known such harassment was occurring

Retaliating against any applicant, resident, or staff reporting sexual harassment or other harassment based on race, color, religion, national origin, familial status, disability, sexual orientation, or gender identity, either quid pro quo (supervisory harassment) or hostile environment

15-IL.D. CRIMINAL PROSECUTION

GBHA Policy

When the GBHA determines that program abuse by a family or GBHA staff member has occurred and the amount of underpaid rent meets or exceeds the threshold for prosecution under local or state law, the GBHA will refer the matter to the appropriate entity for prosecution. When the amount of underpaid rent meets or exceeds the federal threshold, the case will also be referred to the HUD Officer of Inspector General (OIG).

Other criminal violations related to the public housing program will be referred to the appropriate local, state, or federal entity.

15-IL.E. FRAUD AND PROGRAM ABUSE RECOVERIES

If the GBHA enters into a repayment agreement with a family to collect rent owed, initiate litigation against the family to recover rent owed, or begin eviction proceedings against a family, they may retain 100 percent of program funds that is recovered [Notice PIH 2007-27 ~~Notice 2005-7~~ (HA)].

If the GBHA does none of the above, all amounts that constitute an underpayment of rent must be returned to HUD.

The family must be afforded the opportunity for a hearing through the GBHA's grievance process.



Report to the
Housing Authority
of the City of Green Bay

MEETING DATE

December 19, 2019

PREPARED BY

Jayme Valentine, Staff

AGENDA ITEM # D.6.

Consideration with possible action to amend Chapter 16: Program Administration 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 a recap of the policies and practices that are relevant to the activities covered in the entirety of the ACOP. Sections include: setting utility allowances, establishing flat rents, repayment of family debts, public housing assessment system, record keeping, reporting and record keeping for children with environmental intervention blood lead level and violence against women act.

RECOMMENDATION

Staff is recommending approval to amend Chapter 16: Program Administration of the Admissions and Continued Occupancy Plan.

FISCAL IMPACT

ATTACHMENTS

- I. Chapter 16- Program Administration REVISED

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this ACOP. The policies are discussed in seven parts as described below:

Part I: Setting Utility Allowances. This part describes how utility allowances are established and revised. Also discussed are the requirements to establish surcharges for excess consumption of GBHA-furnished utilities.

Part II: Establishing Flat Rents ~~and Public Housing, Maximum Rents~~. This part describes the requirements and policies related to establishing and updating flat rent amounts ~~and public housing maximum rents~~.

Part III: Repayment of Family Debts. This part contains policies for recovery of monies that have been underpaid by families, and describes the circumstances under which the GBHA will offer repayment agreements to families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part IV: Public Housing Assessment System (PHAS). This part describes the PHAS indicators, how PHAs are scored under PHAS, and how those scores affect the GBHA.

Part V: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the GBHA will follow.

Part VI: Reporting and Record Keeping for Children with Environmental Intervention Blood Lead Level. This part describes the GBHA's reporting responsibilities related to children with environmental intervention blood lead levels that are living in public housing.

Part VII: Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

PART I: SETTING UTILITY ALLOWANCES [24 CFR 965 Subpart E]

16-I.A. OVERVIEW

The GBHA must establish allowances for GBHA-furnished utilities for all check metered utilities and for resident-purchased utilities for all utilities purchased directly by residents from a utility supplier [24 CFR 965.502(a)].

The GBHA must also establish surcharges for excess consumption of GBHA –furnished utilities [24 CFR 965.506].

The GBHA must maintain a record that documents the basis on which utility allowances and scheduled surcharges are established and revised, and the record must be made available for inspection by residents [24 CFR 965.502(b)].

16-I.B. UTILITY ALLOWANCES

The GBHA must establish separate allowances for each utility and for each category of dwelling units the GBHA determines to be reasonably comparable as to factors affecting utility usage [24 CFR 965.503].

The objective of the GBHA establishing utility allowances for each dwelling unit category and unit size is to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment [24 CFR 965.505].

Utilities include gas, electricity, fuel for heating, water, sewerage, and solid waste disposal for a dwelling unit. In addition, if the GBHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide [24 CFR 965.505].

Costs for telephone, cable/satellite TV, and internet services are not considered utilities [PH Occ GB, p.138].

Utility allowances amounts will vary by the rates in effect, size, and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage [PH Occ GB, p.138].

Chapter 14 of the *PH Occupancy Guidebook* provides detailed guidance to the GBHA about establishing utility allowances.

Air Conditioning

“If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning but cannot be check metered, residents are to be surcharged in accordance with 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.” [24 CFR 965.505(e)]

GBHA Policy

The GBHA makes installation of air conditioners available to all Mason Manor residents for a pre-determined standard fee. The installation of air conditioners is not made available to Scattered Site residents.

Utility Allowance Revisions [24 CFR 965.507]

The GBHA must review at least annually the basis on which utility allowances have been established and must revise the allowances if necessary in order to adhere to the standards for establishing utility allowances that are contained in 24 CFR 965.505.

The GBHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change, and is required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rate on which the allowance was based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account became effective.

GBHA Policy

Between annual reviews of utility allowances, the GBHA will only revise its utility allowances due to a rate change, when required to do so by regulation.

16-I.C. SURCHARGES FOR GBHA-FURNISHED UTILITIES [24 CFR 965.506]

For dwelling units subject to allowances for GBHA-furnished utilities where check meters have been installed, the GBHA must establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis or for stated blocks of excess consumption, and must be based on the GBHA's average utility rate. The basis for calculating the surcharges must be described in the GBHA's schedule of allowances. Changes in the amount of surcharges based directly on changes in the GBHA's average utility rate are not subject to the advance notice requirements discussed under 16-I.D.

For dwelling units served by GBHA-furnished utilities where check meters have not been installed, the GBHA must establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of GBHA-furnished equipment. The surcharge schedule must state the resident-owned equipment (or functions of GBHA-furnished equipment) for which surcharges will be made and the amounts of such charges. Surcharges must be based on the cost to the GBHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

GBHA Policy

The GBHA provides the following utilities for each project:

Mason Manor- electric, gas, water, sewer, trash collection
Scattered Sites- water, sewer, trash collection

16-I.D. NOTICE REQUIREMENTS [24 CFR 965.502]

The GBHA must give notice to all residents of proposed allowances and schedule surcharges, and revisions thereof. The notice must be given in the manner provided in the lease and must:

- Be provided at least 60 days before the proposed effective date of the allowances, scheduled surcharges, or revisions.
- Describe the basis for determination of the allowances, schedule surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances and schedule of surcharges.
- Notify residents of the place where the GBHA's documentation on which allowances and surcharges are based is available for inspection.

- Provide all residents an opportunity to submit written comments during a period not less than 30 days before the proposed effective date of the allowances, schedule surcharges, or revisions.

16-1.E. REASONABLE ACCOMMODATION [24 CFR 965.508]

On request from a family that includes a disabled or elderly person, the GBHA must approve a utility allowance that is higher than that applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family [PH Occ GB, p.172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p.172].

See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

PART II: ESTABLISHING FLAT RENTS AND PUBLIC HOUSING MAXIMUM RENTS

16-II.A. OVERVIEW

Flat rents are designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. Flat rents are also used to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigrations status [24 CFR 5.504].

~~Public housing maximum rents are needed to prorate assistance for a mixed family. A mixed family is one whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status [24 CFR 5.504].~~

This part discusses how the GBHA establishes and updates flat rents and public housing maximum rents. Policies related to the use of flat rents, family choice of rent, flat rent hardships, and public housing maximum rents are discussed in Chapter 6.

16-II.B. FLAT RENTS [24 CFR 960.253(b) and Notice PIH-~~2017-23~~ 2014-12]

Establishing Flat Rents

~~Flat rents for public housing units are based on the market rent charged for comparable units in the private unassisted rental market. The flat rent should be equal to the estimated rent for which the GBHA could promptly lease the public housing unit after preparation for occupancy.~~

~~The GBHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, the GBHA must consider the following:~~

~~The 2015 Appropriations Act requires that flat rents must be set at no less than 80 percent of the applicable fair market rent (FMR). Alternatively, the PHA may set flat rents at no less than 80 percent of the applicable small area FMR (SAFMR) for metropolitan areas, or 80 percent of the applicable unadjusted rents for nonmetropolitan areas.~~

~~For areas where HUD has not determined a SAFMR or an unadjusted rent, PHAs must set flat rents at no less than 80 percent of the FMR or apply for an exception flat rent.~~

The 2015 Appropriations Act permits PHAs to request an exception flat rent that is lower than either 80 percent of the FMR or SAFMR/unadjusted rent if the PHA can demonstrate that these FMRs do not reflect the market value of a particular property or unit.

In order to demonstrate the need for an exception flat rent, PHAs are required to submit a market analysis methodology that demonstrates the value of the unit. The PHA must use HUD's rent reasonableness methodology to determine flat rents. In determining flat rents, PHAs must consider the following:

- Location
- Quality
- Unit size
- Unit type
- Age of property
- Amenities at the property and in immediate neighborhood
- Housing services provided
- Maintenance provided by the GBHA
- Utilities provided by the GBHA

~~Notice PIH 2014-12 specifies that after the GBHA has determined flat rent amounts using HUD's rent reasonableness methodology, the GBHA must then compare this amount to 80 percent of the FMR and must set the flat rent at no less than 80 percent of the FMR, subject to utility adjustments.~~

The GBHA must provide a corresponding key explaining the calculations used for determining the valuation for each factor. HUD published a Flat Rent Market Analysis tool on August 22, 2018, which includes a rent adjustment guide, a market rent comparison guide, and a rent adjustment worksheet to aid PHAs in requesting exception flat rents.

GBHA must receive written HUD approval before implementing exception flat rents. PHAs with a previously approved flat rent exception request may submit a written request to extend the approved flat rents for up to two additional years, provided local market conditions remain unchanged. Detailed information on how to request exception flat rents can be found in Notice PIH 2017-23.

The GBHA is now required to apply a utility allowance to flat rents as necessary. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.

~~The GBHA is now required to apply a utility allowance to flat rents. Flat rents set at 80 percent of the FMR must be reduced by the amount of the unit's utility allowance, if any.~~

Review of Flat Rents

~~The GBHA must ensure that flat rents continue to mirror market rent values [24 CFR 960.253(b) and Notice PIH 2014-12].~~ No later than 90 days after HUD publishes new annual FMRs/~~SAFMRs/unadjusted rent~~, the GBHA must revise flat rents as necessary based on ~~the rent reasonableness analysis and~~ changes to the FMR/~~SAFMR/unadjusted rent~~. The GBHA must offer changes to the flat rent to all new admissions and to existing families at the next annual rent option.

If the FMR falls from year to year, the GBHA may, but is not required to, lower the flat rent to 80 percent of the current FMR/~~SAFMR/unadjusted rent~~.

GBHA Policy

If the FMR/SAFMR/unadjusted rent is lower than the previous year, the GBHA will reduce flat rents to 80 percent of the current FMR/SAFMR.

~~If the GBHA determines that reasonable rents would be less than 60 percent of the applicable FMR, the GBHA may choose to complete a rent reasonableness study once every three years, rather than annually [Notice PIH 2014-12].~~

~~GBHA Policy~~

~~If the GBHA determines that reasonable rents would be less than 60 percent of the applicable FMR, the GBHA will conduct a rent reasonableness study once every three years.~~

Posting of Flat Rents

GBHA Policy

The GBHA will publicly post the schedule of flat rents in a conspicuous manner in the applicable GBHA or project office.

Documentation of Flat Rents [24 CFR 960.253(b)(5)]

The GBHA must maintain records that document the method used to determine flat rents that show how flat rents were determined by the GBHA in accordance with this method.

16-IL.C. PUBLIC HOUSING MAXIMUM RENTS

Establishing Public Housing Maximum Rents

~~The GBHA is prohibited from making financial assistance available to persons who are not citizens or nationals of the United States, and to those who do not have eligible immigration status [24 CFR 5.500]. Therefore, in order to assist mixed families, the GBHA must prorate assistance. Public housing maximum rents are needed in order to calculate the tenant rent for a mixed family.~~

~~The public housing maximum rent is based on value of the 95th percentile of the total tenant payment (TTP) for each tenant within the GBHA. The GBHA may calculate a maximum rent on either a GBHA- or project wide basis. A separate maximum rent can be provided for each separate project or projects may be combined into logical groups, if appropriate. HUD recommends that a single project basis be avoided for a project unless at least 50 dwelling units are involved.~~

~~The GBHA may use the “direct comparison” or the “unit distribution” method for establishing the public housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish public housing maximum rents using the methodologies identified above.~~

Review of Public Housing Maximum Rents

~~GBHA Policy~~

~~The GBHA will recalculate the public housing maximum rents on an annual basis.~~

Posting of Public Housing Maximum Rents

~~GBHA Policy~~

~~The GBHA will publicly post the schedule of public housing maximum rents in a conspicuous manner in the applicable GBHA or project office.~~

~~Documentation of Public Housing Maximum Rents~~

~~GBHA Policy~~

~~The GBHA will maintain records that document how the GBHA determined the 95th percentile of TTP, whether the maximum rent was determined GBHA-wide, project-wide, or with groupings of projects, and the methodology used to determine maximum rents for each unit size.~~

PART III: FAMILY DEBTS TO THE GBHA

16-III.A. OVERVIEW

This part describes the GBHA's policies for recovery of monies that have been underpaid by families.

GBHA Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, the GBHA holds the family liable to return any underpayments to the GBHA.

The GBHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When a family refuses to repay monies owed to the GBHA, the GBHA will utilize other available collection alternatives including, but not limited to, the following:

Collection agencies

Small claims court

Civil law suit

State income tax set-off program

16-III.B. REPAYMENT POLICY

Family Debts to the GBHA

GBHA Policy

Any amount owed to the GBHA by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, the GBHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the GBHA will terminate the family's tenancy in accordance with the policies in Chapter 13. The GBHA will also pursue other modes of collection.

General Repayment Agreement Guidelines

Down Payment Requirement

GBHA Policy

Before executing a repayment agreement with a family, the GBHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the GBHA that a down payment of 10 percent would impose an undue hardship, the GBHA may, in its sole discretion, require a lesser percentage or waive the requirement.

Payment Thresholds

~~Notice PIH 2017-12 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family's monthly adjusted income, which is considered "affordable." Moreover, Notice PIH 2017-12 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].~~

~~Notice PIH 2010-19 recommends that the total amount that a family must pay each month—the family's monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family's monthly adjusted income, which is considered "affordable." Moreover, Notice PIH 2010-19 acknowledges that PHAs have the discretion to establish "thresholds and policies" for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].~~

GBHA Policy

If a family is paying less than 40 percent of its monthly adjusted income (MAI) in rent, the minimum monthly payment amount will be the greater of the following two (2) amounts:

The difference between 40 percent of the family's MAI and TTP at the time the agreement is executed; or

\$1025

If a family can provide evidence satisfactory to the GBHA that a monthly payment amount of \$1025 would impose an undue hardship, the GBHA may, in its sole discretion, require a lower monthly payment amount.

If the family's income increases or decreases during the term of a repayment agreement, either the GBHA or the family may request that the monthly payment amount be adjusted accordingly.

Execution of the Agreement

GBHA Policy

Any repayment agreement between the GBHA and a family must be signed and dated by the GBHA and by the head of household and spouse/co-head (if applicable).

Due Dates

GBHA Policy

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Late or Missed Payments

GBHA Policy

If a payment is not received by the end of the business day on the due date, and prior approval for the missed payment has not been given by the GBHA, the GBHA will send the family a delinquency notice giving the family 10 business days to make the late payment or to set up a repayment agreement with a minimum payment of \$10.00 per month in addition to rent. If the payment is not received by the due date of the delinquency notice and the resident does not contact the GBHA about setting up a repayment agreement then, it will be considered a breach of the agreement and the GBHA will terminate tenancy in accordance with the policies in Chapter 13.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the GBHA will terminate tenancy in accordance with the policies in Chapter 13.

No Offer of Repayment Agreement

GBHA Policy

The GBHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Repayment Agreements Involving Improper Payments

Notice PIH 2017-12 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

~~Notice PIH 2010-19 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:~~

- A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every re-examination and the grounds on which the GBHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the GBHA the monthly payment amount specified in the agreement but must also pay to the ~~owner the family's monthly share of the rent to owner~~ GBHA the monthly tenant rent
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy

PART IV: PUBLIC HOUSING ASSESSMENT SYSTEM (PHAS)

16-IV.A. OVERVIEW

The purpose of the Public Housing Assessment System (PHAS) is to improve the delivery of services in public housing and enhance trust in the public housing system among PHAs, public housing residents, HUD and the general public by providing a management tool for effectively and fairly measuring the performance of a public housing agency in essential housing operations.

16-IV.B. PHAS INDICATORS [24 CFR 902 Subparts A, B, C, D, and E]

The table below lists each of the PHAS indicators, the points possible under each indicator, and a brief description of each indicator. The GBHA's performance is based on a combination of all four indicators.

Indicator 1: Physical condition of the GBHA's properties

Maximum Score: ~~30~~40

- The objective of this indicator is to determine the level to which the GBHA is maintaining its public housing in accordance with the standard of decent, safe, sanitary, and in good repair.
- To determine the physical condition of the GBHA's properties, inspections are performed of the following five major areas of public housing: site, building exterior, building systems, dwelling units, and common areas. The inspections are performed by an independent inspector arranged by HUD, and include a statistically valid sample of the units in the GBHA's public housing portfolio.

Indicator 2: Financial condition of the GBHA

Maximum Score: ~~30~~25

- The objective of this indicator is to measure the financial condition of the GBHA for the purpose of evaluating whether it has sufficient financial resources and is capable of managing those financial resources effectively to support the provision of housing that is decent, safe, sanitary, and in good repair.

A GBHA's financial condition is determined by measuring each public housing project's performance in each of the following sub indicators: quick ratio, months expendable net assets ratio, and debt service coverage ratio. The GBHA financial condition is determined by measuring the GBHA's entity-wide performance in each of the following components: current ratio, number of months expendable fund balance, tenant receivable outstanding, occupancy loss, expense management/utility consumption, and net income or loss divided by the expendable fund balance.

Indicator 3: Management operations of the GBHA

Maximum Score: ~~30~~25

- The objective of this indicator is to measure certain key management operations and responsibilities of the GBHA for the purpose of assessing the GBHA's management operations capabilities.
- The GBHA's management operations are assessed based on the following sub-indicators: occupancy, tenant accounts receivable and accounts payable, vacant unit turnaround time, capital

fund, work orders, GBHA annual inspection of units and systems, security, and economic self-sufficiency

Indicator 4: ~~Resident service and satisfaction~~Capital Fund

Maximum Score: 10

- The objective of this indicator is to measure ~~the level of resident satisfaction with living conditions at the GBHA; how long it takes the GBPHA to obligate capital funds and to occupy units.~~
- The GBHA's score for this indicator is ~~based on the results of resident surveys and the level of implementation and follow-up or corrective actions the GBHA takes based on the results of the survey; measured at the PHA level and is based on the following sub indicators: timeliness of fund obligation and occupancy rate.~~

16-IV.C. PHAS SCORING [24 CFR 902, Subpart F]

HUD's Real Estate Assessment Center (REAC) issues overall PHAS scores, which are based on the scores of the four PHAS indicators, and the ~~components-sub indicators~~ under each indicator. ~~The GBHA's indicator scores are based on a weighted average of the PHA's public housing projects' scores.~~ PHAS scores translate into a designation for each PHA as higher performing, standard, substandard or troubled.

~~A higher performer is a PHA that achieves a score of at least 60 percent of the points available under each of the four indicators, and achieves an overall PHAS score of 90 or greater. A high performer is a PHA that achieves an overall PHAS score of 90 or greater, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.~~

~~A standard performer is a PHA that has an overall PHAS score between 60 and 89, and does not achieve less than 60 percent of the total points available under one of the following Indicators: 1, 2, or 3. A standard performer is a PHA that has an overall PHAS score between 60 and 89, and achieves a score of at least 60 percent of the points available under the physical, financial, and management indicators and at least 50 percent of the points available under the capital fund indicator.~~

~~A substandard performer is a PHA that has an overall PHAS score of at least 60 percent and achieves a score of less than 60 percent under one or more of the physical, financial, or management indicators.~~

~~A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 60 percent of the total points available under more than one of the following indicators: 1, 2, or 3. A troubled performer is a PHA that achieves an overall PHAS score of less than 60, or achieves less than 50 percent of the total points available under the capital fund indicator.~~

These designations can affect a PHA in several ways:

- High-performing PHAs are eligible for incentives including relief from specific HUD requirements and bonus points in funding competitions [24 CFR 902.71].

- PHAs that are standard performers may be required to submit and operate under a corrective action ~~an improvement~~ plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(1)].
- PHAs that are substandard performers will be required to submit and operate under a corrective action plan to eliminate deficiencies in the PHA's performance [24 CFR 902.73(a)(2)].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, and are required to enter into a memorandum of agreement (MOA) with HUD to improve PHA performance [24 CFR 902.75].
- PHAs that fail to execute or meet MOA requirements may be referred to the Assistant Secretary to determine remedial actions, including, but not limited to, remedies available for substantial default [24 CFR 902.75(g) and 24 CFR Part 907].
- Departmental Enforcement Center [24 CFR 902.77].

PHAs must post a notice of its final PHAS score and status in appropriate conspicuous and accessible locations in its offices within two weeks of receipt of its final score and designation [24 CFR 902.64(b)(2)].
~~status.~~

PART V: RECORD KEEPING

16-V.A. OVERVIEW

The GBHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the GBHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights, and that comply with VAWA 2013 confidentiality requirements.

16-V.B. RECORD RETENTION [24 CFR 908.101 and 24 CFR 982.158]

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

Notice PIH 2014-20 requires the PHA to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The PHA must keep confidential records of all emergency transfer requested under the PHA's Emergency Transfer Plan, and the outcomes of such requests, and retain the records for a period of three years, or for a period of time as specific in program regulations [24 CFR 5.2002(e)(12)].

During the term of each public housing tenancy, and for at least four (4) years thereafter, the GBHA will keep all documents related to a family's eligibility, tenancy, and termination.

In addition, the GBHA will keep the following records for at least four (4) years:

An application from each ineligible family and notice that the applicant is not eligible

Lead-based paint records as required by 24 CFR 35, Subpart B

Documentation supporting the establishment of utility allowances and surcharges

Documentation supporting PHAS scores

Accounts and other records supporting GBHA budget and financial statements for the program

Complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule

Confidential records of all emergency transfers related to VAWA requested under the PHA's Emergency Transfer Plan and the outcomes of such requests

Other records as determined by the GBHA or as required by HUD

If a hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 14-II.A.

16-V.C. RECORDS MANAGEMENT

The GBHA must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

GBHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized GBHA staff.

GBHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of Social Security Numbers (SSN), employer identification numbers (EIN), any information derived from those numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act

Statement and describes how the information collected using the form may be used, and under what conditions HUD or the GBHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification (UIV) Data*.

GBHA Policy

Prior to utilizing HUD's EIV system, the GBHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The GBHA may only disclose the criminal conviction records which the GBHA receives from a law enforcement agency to officers or employees of the GBHA, or to authorized representatives of the GBHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The GBHA must establish and implement a system of records management that ensures that any criminal record received by the GBHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the GBHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903].

The GBHA must establish and implement a system of records management that ensures that any sex offender registration information received by the GBHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the GBHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

The GBHA is not permitted to inquire about the nature or extent of a person's disability. The GBHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the GBHA receives a verification document that provides such information, the GBHA should not place this information in the tenant file. The document should be destroyed.

Domestic Violence/Disability Records, Dating Violence, Sexual Assault, or Stalking Records

For requirements and GBHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see section 16-VII.E.

PART VI: REPORTING REQUIREMENTS FOR CHILDREN WITH ~~ENVIRONMENTAL INTERVENTION~~ELEVATED BLOOD LEAD LEVEL

16-IV.A. REPORTING REQUIREMENTS [24 CFR 35.1130(e)]; ~~Notice PIH 2017-13~~

The GBHA has certain responsibilities relative to children with ~~environmental intervention~~elevated blood lead levels that are living in public housing.

The GBHA must report the name and address of a child identified as having an ~~environmental intervention~~elevated blood lead level (EBLL) to the public health department within five (5) business days of being so notified by any other medical health care professional. The GBHA must also report each known case of a child with an ~~environmental intervention blood lead level~~EBLL to the local HUD field office.

GBHA Policy

The GBHA will provide the public health department written notice of the name and address of any child identified as having an ~~environmental intervention~~elevated blood lead level.

The GBHA will provide written notice of each known case of a child with an ~~environmental intervention blood level~~EBLL to the local HUD field office ~~and to HUD's Office of Lead Hazard Control (OLHCHH)~~, within five (5) business days of receiving the information.

PART VII: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

16-VII.A. OVERVIEW

The Violence against Women ~~Reauthorization~~ Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the public housing program. If state or local laws provide greater protection for such victims, those ~~laws take precedence over~~apply in conjunction with VAWA.

~~In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and GBHA policies in three areas: notification, documentation and confidentiality. Specific VAWA requirements and PHA policies are located in Chapter 3, "Eligibility" (sections 3-I.C and 3-III.F); Chapter 5, "Occupancy Standards and Unit Offers" (section 5-II.D); Chapter 8, "Leasing and Inspections" (section 8-I.B); Chapter 12, "Transfer Policy" (sections 12-III.C, 12-III.F, and 12-IV.D); and Chapter 13, "Lease Terminations" (sections 13-III.F and 13-IV.D).~~

~~In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and GBHA policies in three areas: notification, documentation, and confidentiality.~~

16-VII.B. DEFINITIONS [24 CFR 5.2003, ~~FR Notice 8/6/13~~]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that ~~individual~~person stands in the position or place of a parent; or

- Any individual, tenant or lawful occupant living in the household of ~~that individual~~the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks the capacity to consent.
- The term *stalking* means:
 - ~~To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or~~
 - ~~To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and~~
 - ~~In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.~~
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her safety or the safety of others, or suffer substantial emotional distress.

16-VII.C. NOTIFICATION

Notification to the Public

The GBHA adopts the following policy to help ensure that all actual and potential beneficiaries of its public housing program are aware of their rights under VAWA.

GBHA Policy

The GBHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A notice of occupancy rights under VAWA to public housing program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

A summary of the rights and protections provided by VAWA to public housing applicants and residents who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (see sample notice in Exhibit 16-1)

The definitions of *domestic violence*, *dating violence*, *sexual assault*, and *stalking* provided in VAWA (included in Exhibit 16-1)

An explanation of the documentation that the GBHA may require from an individual who claims the protections provided by VAWA (included in Exhibit 16-1)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of the GBHA's obligation to keep confidential any information that it receives from a victim unless (1) the GBHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibit 16-1)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

Contact information for local victim advocacy groups or service providers

Notification to Applicants and Tenants [24 CFR. 5.2005(a)(1)]

The GBHA is required to inform public housing applicants and tenants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

-The PHA must distribute a notice of VAWA rights, along with the VAWA self-certification form (HUD-538250066) at each of these three junctures.

GBHA Policy

The VAWA information provided to applicants and tenants participants will consist of the notices in Exhibit 16-1 and 16-2.

The GBHA will provide all applicants with information about VAWA at the time they request an application for housing assistance. The GBHA will also include such information in all notices of denial of assistance (see section 3-III.F).

The GBHA will provide all tenants with information about VAWA at the time of admission (see section 8-I.B) and at annual re-examination. The GBHA will also include such information in all lease termination notices (see section 13-IV.D).

~~The VAWA information provided to applicants and tenants will consist of the notice in Exhibit 16-1 and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, and Stalking.~~

The GBHA is not limited to providing VAWA information at the times specified in the above policy. If the GBHA decides to provide VAWA information to a tenant following an incident of domestic violence, Notice PIH 2006-42 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the GBHA make alternative delivery arrangements that will not put the victim at risk.

GBHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

~~Whenever the GBHA has reason to suspect that providing information about VAWA to a public housing tenant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim.~~

16-VII.D. DOCUMENTATION [24 CFR 5.2007]

If the GBHA is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The GBHA may extend this time period at its discretion [24CFR 5.2007(a)]

The individual may satisfy the GBHA's request by providing any one of the following three forms of documentation [24CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-~~500665382~~, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. ~~Acceptable documentation also includes a record of an administrative agency, and documentation from a mental health professional.~~ The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The GBHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third- party documentation [VAWA 2005 final rule].

GBHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days.

~~Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.~~

~~The GBHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the GBHA will be in writing.~~

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the GBHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the GBHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The GBHA must honor any court orders issued to protect the victim or to address the distribution of property. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

GBHA Policy

If presented with conflicting certification documents from members of the same household, the GBHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. When requesting third-party documents, the GBHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the GBHA does not receive third-party documentation within the required timeframe (and any extensions) the GBHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the GBHA will hold separate hearings for the applicants or tenants.

~~If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, the GBHA will attempt to determine which is the true victim by requiring each of them to provide third-part documentation in accordance with 24 CFR 5.2007 (b)(2) or (3e) and by following any HUD guidance on how such determinations should be made.~~

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The GBHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24CFR 5.2007(b).

GBHA Policy

If the GBHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, or stalking, the GBHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007 (C)]

In order to deny relief for protection under VAWA, the GBHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the GBHA may allow, the GBHA may deny relief for protection under VAWA.

16-VILE. CONFIDENTIALITY [24 CFR 5.2007 (b)(4)]

All information provided to the GBHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of ~~such violence or stalking~~domestic violence, dating violence, sexual assault, or stalking, must be retained in confidence. This means that the GBHA (1) may not enter the information into any share database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

GBHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the GBHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: SAMPLE NOTICE TO PUBLIC HOUSING APPLICANTS AND
RESIDENTS REGARDING THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-
5380(VAWA)**

GREEN BAY HOUSING AUTHORITY

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.¹ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that public housing is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

~~A federal law that went into effect in 2013 protects individuals who are victims of domestic violence, dating violence, sexual assault, or stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.~~

Protections for Applicants

If you otherwise qualify for assistance under public housing, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under public housing, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under public housing solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

¹ 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.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Protections for Victims

If you are eligible for public housing, the housing authority cannot refuse to admit you to the public housing program solely because on the basis that you are a victim of domestic violence, dating violence, sexual assault, or stalking.

~~If you are a victim of domestic violence, dating violence, sexual assault, or stalking, the housing authority cannot evict you based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, sexual assault, or stalking, that are caused by a member of your household or a guest, can't be the reason for evicting you if you were the victim of the abuse.~~

Reasons You Can Be Evicted

The housing authority can still evict you if they can show that there is an actual and imminent (immediate) threat to other tenants or housing authority staff if you are not evicted. Also, the housing authority can evict you for serious or repeated lease violations that are not related to the domestic violence, dating violence, sexual assault, or stalking against you. The housing authority cannot hold you to a more demanding set of rules than are applied to tenants who are not victims.

Removing the Abuser or Perpetrator from the Household

The GBHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the GBHA chooses to remove the abuser or perpetrator, the GBHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the GBHA must allow the tenant who is or has been a victim and other household members to remain in the unit for 30 days, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the GBHA must follow Federal, State, and local eviction procedures. In order to divide a lease, the GBHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Removing the Abuser from the Household

~~The housing authority may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the public housing unit. If the housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, the housing authority must follow federal, state, and local eviction procedures.~~

Moving to Another Unit

Upon your request, the GBHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the GBHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the GBHA may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your GBHA does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** The GBHA may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The GBHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The GBHA's emergency transfer plan provides further information on emergency transfers, and the GBHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Proving that You Are a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

~~The housing authority can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, sexual assault, or stalking. In cases of termination or eviction, the housing authority must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority is free to extend the deadline. There are three ways you can prove that you are a victim:~~

~~Complete the certification form given to you by the housing authority. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence. You are only required to provide the name of the abuser if it is safe to provide and you know their name.~~

~~Provide a statement from a victim service provider, attorney, mental health professional, or medical professional who has helped you address incidents of domestic violence, dating violence, sexual assault, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."~~

~~Provide a police or court record, such as a protective order, or an administrative record.~~

Additionally, at its discretion, the housing authority can accept a statement or other evidence provided by the applicant or tenant.

~~If you fail to provide one of these documents within the required time, the housing authority may evict you.~~

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The GBHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the GBHA must be in writing, and the GBHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The GBHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the GBHA as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the GBHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the GBHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the GBHA does not have to provide you with the protections contained in this notice.

If the GBHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the GBHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the GBHA does not have to provide you with the protections contained in this notice.

Confidentiality

The GBHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The GBHA must not allow any individual administering assistance or other services on behalf of the GBHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law.

The GBHA must not enter your information into any shared database or disclose your information to any other entity or individual. The GBHA, however, may disclose the information provided if:

- You give written permission to the GBHA to release the information on a time limited basis.
- The GBHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the GBHA to release the information.

VAWA does not limit the GBHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Confidentiality

~~The housing authority must keep confidential any information you provide about the violence against you, unless:~~

- ~~You give written permission to the housing authority to release the information~~
- ~~The housing authority needs to use the information in an eviction proceeding, such as to evict your abuser~~
- ~~A law requires the housing authority to release the information~~

~~If releasing the information would put your safety at risk, you should inform the housing authority.~~

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the GBA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the GBHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the GBHA can demonstrate the above, the GBHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

VAWA and Other Laws

VAWA does not limit the housing authority's duty to honor court orders about access to or control of a public housing unit. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Non-Compliance with The Requirements of This Notice

You may report your PHA for violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the PHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **the Green Bay Housing Authority at (920) 492-3790**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY).

For 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>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]??**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations].??**

Attachment: Certification form HUD-5382 **[form approved for this program to be included]??**

For Additional Information

If you have any questions regarding VAWA, please contact the Housing Authority at (920) 448-3400.

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

Definitions

For purposes of determining whether a public housing applicant or tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines domestic violence to include felony or misdemeanor crimes of violence committed by any of the following:

- ~~A current or former spouse or intimate partner of the victim~~
- ~~A person with whom the victim shares a child in common~~
- ~~A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner~~
- ~~A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies~~
- ~~Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction~~

VAWA defines dating violence as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- ~~The length of the relationship~~
- ~~The type of relationship~~
- ~~The frequency of interaction between the persons involved in the relationship~~

VAWA defines sexual assault as "any noneconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent" (42 U.S.C. 13925(a)).

VAWA defines stalking as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his/her safety or the safety of others, or suffer substantial emotional distress.

**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR
STALKING AND ALTERNATE DOCUMENTATION,
FORM HUD-5382**

CERTIFICATION OF **U.S. Department of Housing** **OMB Approval No. 2577-0286**

DOMESTIC VIOLENCE, **and Urban Development** **Exp. 06/30/2017**

DATING VIOLENCE,

SEXUAL ASSAULT, OR STALKING,

AND ALTERNATE DOCUMENTATION

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

(1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.

(2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or

(3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your

housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Attachment: Certification form HUD-5382

[Insert name of covered housing provider]

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

Public Housing Program

Emergency Transfers

The PHA 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),² the PHA 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.³ The ability of the PHA 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 the PHA 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 emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the public housing and housing choice voucher (HCV) programs are in compliance with VAWA.

Eligibility for Emergency Transfers

²Despite 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.

³Housing 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.

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 the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA 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 the PHA'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

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA 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 or persons that committed an act 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 the PHA'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

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA 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.

The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA 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, the PHA 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.

Emergency Transfers: Public Housing (PH) Program

If you are a public housing resident and request an emergency transfer as described in this plan, the PHA will attempt to assist you in moving to a safe unit quickly. The PHA will make exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the PHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program
- HCV project-based assistance
- Other programs administered by the PHA (such as state housing programs)

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the PHA will refer you to organizations that may be able to further assist you.

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, and Incest National

Network's National Sexual Assault Hotline at 1-800-656-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.

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**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383**

EMERGENCY TRANSFER **U.S. Department of Housing** **OMB Approval No. 2577-0286**

REQUEST FOR CERTAIN **and Urban Development** **Exp. 06/30/2017**

VICTIMS OF DOMESTIC

VIOLENCE, DATING VIOLENCE,

SEXUAL ASSAULT, OR STALKING

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it

is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____ This is to

certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

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Green Bay Housing Authority

Check Detail

November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	5401	11/07/2019	AMA HEATING	1424 Admira...	1111.01 · General ...	
Bill	S87663	10/30/2019		furnace repair	4430.10 · Heating a...	-1,119.58
TOTAL						-1,119.58
Bill Pmt -Check	5402	11/07/2019	AT&T	1424 Admira...	1111.01 · General ...	
Bill	9/23-10/22/19	10/22/2019		door system	4190.07 · Tele Fax...	-42.30
				door system	4190.07 · Tele Fax...	-42.30
TOTAL						-84.60
Bill Pmt -Check	5403	11/07/2019	BELSON CO	1424 Admira...	1111.01 · General ...	
Bill	345664	10/21/2019		garbage bag...	4420.00 · Maint - S...	-714.12
TOTAL						-714.12
Bill Pmt -Check	5404	11/07/2019	Bug Blaster Inc		1111.01 · General ...	
Bill	27923	10/30/2019		cockroach tre...	4430.17 · Extermin...	-125.00
Bill	27924	10/30/2019		cockroach tre...	4430.17 · Extermin...	-125.00
Bill	27934	10/31/2019		Bed bug treat...	4430.17 · Extermin...	-140.00
Bill	27935	10/31/2019		bed bug treat...	4430.17 · Extermin...	-140.00
Bill	27932	10/31/2019		bed bug treat...	4430.17 · Extermin...	-140.00
Bill	27933	10/31/2019		bed bug treat...	4430.17 · Extermin...	-140.00
TOTAL						-810.00
Bill Pmt -Check	5405	11/07/2019	CEC	1424 Admira...	1111.01 · General ...	
Bill	322333	10/28/2019		fire alarm mo...	4430.09 · Fire Prote...	-375.00
TOTAL						-375.00
Bill Pmt -Check	5406	11/07/2019	CITY OF GREEN B...		1111.01 · General ...	
Bill	970-12420	10/15/2019	CITY OF GREEN B...	p card	20000 · Accounts P...	0.00
Bill	970-12420	10/16/2019	CITY OF GREEN B...	p card	20000 · Accounts P...	0.00
Bill	970-12420	10/22/2019	CITY OF GREEN B...	p card	20000 · Accounts P...	0.00
Bill	970-12420	10/22/2019	CITY OF GREEN B...	p card	20000 · Accounts P...	0.00
Bill	970-12420	10/22/2019	CITY OF GREEN B...	p card	20000 · Accounts P...	0.00
Bill	126230	10/24/2019	CITY OF GREEN B...	postage & pri...	20000 · Accounts P...	0.00
Bill	126236	10/24/2019	CITY OF GREEN B...	liabilities	20000 · Accounts P...	0.00
Bill	970-12422	10/31/2019		wages	4110.00 · Admin Sa...	-11,309.25
				benefits	4182.00 · Employe...	-3,920.67
				wages	4410.00 · Maint - L...	-10,530.44
				benefits	4433.00 · Emp Ben...	-3,517.98
				wages	4110.00 · Admin Sa...	-6,332.76
				benefits	4182.00 · Employe...	-1,865.88
				wages	4410.00 · Maint - L...	-7,609.05
				benefits	4433.00 · Emp Ben...	-2,192.39
				wages	4110.00 · Admin Sa...	-7,464.41
				benefits	4182.00 · Employe...	-2,499.49
Bill	126466	11/04/2019		fuel	4430.03 · Maint - Tr...	-95.86
				fuel	4430.03 · Maint - Tr...	-95.87
TOTAL						-57,434.05

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November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	5407	11/07/2019		SD refund	1111.01 · General ...	
Bill	SD refund	11/06/2019		SD refund - ... Credit on acc...	2114.02 · Security ... 3110.00 · Dwelling ...	-239.59 -84.41
TOTAL						-324.00
Bill Pmt -Check	5408	11/07/2019	ELAND ELECTRIC	1424 Admira...	1111.01 · General ...	
Bill	96356	10/21/2019		thermal switch	4420.00 · Maint - S...	-428.75
TOTAL						-428.75
Bill Pmt -Check	5409	11/07/2019	Ellison Electric Su...		1111.01 · General ...	
Bill	1110000	10/21/2019		gfr's/switchche...	4420.00 · Maint - S...	-172.60
Bill	1110261	10/23/2019		switches & li...	4420.00 · Maint - S...	-518.28
Bill	1110262	10/23/2019		lights	4420.00 · Maint - S...	-175.38
TOTAL						-866.26
Bill Pmt -Check	5410	11/07/2019	Frank O. Zeise Co...	1424 Admira...	1111.01 · General ...	
Bill	2019054	10/28/2019		roof repairs	4430.25 · Unit Repair	-4,365.91
TOTAL						-4,365.91
Bill Pmt -Check	5411	11/07/2019	GRAINGER		1111.01 · General ...	
Bill	9327677010	10/18/2019		blades	4420.00 · Maint - S...	-12.76
Bill	9327677028	10/18/2019		dehumidifier ...	4420.00 · Maint - S...	-1,060.88
Bill	9327677036	10/18/2019		drain opener	4420.00 · Maint - S...	-108.50
TOTAL						-1,182.14
Bill Pmt -Check	5412	11/07/2019	GREEN BAY WAT...		1111.01 · General ...	
Bill	10/23/19-5334-04	10/23/2019		516 N Ashalnd	4390.00 · Other Util...	-57.41
Bill	10/23/19-5399-04	10/23/2019		516 N Ashalnd	4310.00 · Water	-396.38
Bill	10/23/19-5694-03	10/23/2019		323 N Ashalnd	4390.00 · Other Util...	-112.80
Bill	10/23/19-5706-05	10/23/2019		323 N Ashalnd	4310.00 · Water	-98.78
Bill	10/23/19-5524-04	10/23/2019		715 N Chest...	4390.00 · Other Util...	-57.41
Bill	10/23/19-5574-03	10/23/2019		715 N Chest...	4310.00 · Water	-206.87
Bill	10/23/19-33210-01	10/23/2019		913 N Chest...	4390.00 · Other Util...	-57.41
Bill	10/23/19-5459-02	10/23/2019		913 N Chest...	4310.00 · Water	-122.00
Bill	10/23/19-53149-01	10/23/2019		510 N Chest...	4390.00 · Other Util...	-57.41
Bill	10/23/19-4086-04	10/23/2019		510 N Chest...	4310.00 · Water	-85.26
Bill	10/23/19-4089-05	10/23/2019		509 S Maple	4390.00 · Other Util...	-57.41
Bill	10/23/19-4356-06	10/23/2019		509 S Maple	4310.00 · Water	-119.07
Bill	10/23/19-5210-05	10/23/2019		415 N Maple	4390.00 · Other Util...	-57.41
Bill				415 N Maple	4310.00 · Water	-115.69
Bill				522 N Maple	4390.00 · Other Util...	-57.41
Bill				522 N Maple	4310.00 · Water	-256.13
Bill				409 N Maple	4390.00 · Other Util...	-57.41
Bill				409 N Maple	4310.00 · Water	-73.69
Bill				816 N Maple	4390.00 · Other Util...	-57.41
Bill				816 N Maple	4310.00 · Water	-24.31
Bill				839 Christiana	4390.00 · Other Util...	-57.41
Bill				839 Christiana	4310.00 · Water	-127.67
Bill				835 Christiana	4390.00 · Other Util...	-57.41
Bill				835 Christiana	4310.00 · Water	-285.11
Bill				896 School	4390.00 · Other Util...	-57.41
Bill				896 School	4310.00 · Water	-25.51
Bill				836 Cora	4390.00 · Other Util...	-57.41

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November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill	10/30/19-4665-01	10/30/2019		836 Cora 1424 Admiral 1424 Admiral	4310.00 · Water 4390.00 · Other Util... 4310.00 · Water	-99.50 -338.00 -3,471.07
TOTAL						-6,704.17
Bill Pmt -Check	5413	11/07/2019	H.J. MARTIN & SO...	1424 Admira...	1111.01 · General ...	
Bill	HJ263063	10/29/2019		flooring # 508	4430.25 · Unit Repair	-513.40
TOTAL						-513.40
Bill Pmt -Check	5414	11/07/2019	Jayme Valentine	mileage	1111.01 · General ...	
Bill	10/1-31/19 Mileage	10/31/2019		mileage mileage	4150.00 · Travel 4150.00 · Travel	-47.00 -23.18
TOTAL						-70.18
Bill Pmt -Check	5415	11/07/2019	LANGAN INVESTI...		1111.01 · General ...	
Bill	10/1-10/31/19 MM	11/03/2019		Professional ...	4130.01 · Investigat...	-56.00
Bill	10/1-10/31/19 SS	11/03/2019		Professional ...	4130.01 · Investigat...	-140.00
TOTAL						-196.00
Bill Pmt -Check	5416	11/07/2019	MID-STATE SUPPLY		1111.01 · General ...	
Bill	4317374	10/29/2019		community ro...	4432.00 · Extraordi...	-7,398.50
Bill	4317375	10/29/2019		commounity r...	4432.00 · Extraordi...	-470.70
Bill	4317650	10/30/2019		counter top	4420.00 · Maint - S...	-88.60
TOTAL						-7,957.80
Bill Pmt -Check	5417	11/07/2019	Milbach Construct...	roof & sidin...	1111.01 · General ...	
Bill	1900126-01	10/30/2019		roof & siding ... roof & siding ...	4430.25 · Unit Repair 4430.25 · Unit Repair	-32,962.51 -17,151.89
TOTAL						-50,114.40
Bill Pmt -Check	5418	11/07/2019	NORTHERN META...	1424 Admiral	1111.01 · General ...	
Bill	10/22/19	10/22/2019		roof repair roof repair	4430.25 · Unit Repair 4430.25 · Unit Repair	-1,370.56 -1,748.57
TOTAL						-3,119.13
Bill Pmt -Check	5419	11/07/2019	Positive Electrics I...	1424 Admira...	1111.01 · General ...	
Bill	12026	10/15/2019		spreader	4430.11 · Snow Re...	-3,455.00
TOTAL						-3,455.00
Bill Pmt -Check	5420	11/07/2019	Robert Salesky	1424 Admira...	1111.01 · General ...	
Bill	10/23/19	10/23/2019		keys	4420.00 · Maint - S...	-60.00
TOTAL						-60.00

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November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	5421	11/07/2019	TIME WARNER CA...	1424 Admira...	1111.01 · General ...	
Bill	10/18-11/17/19	10/20/2019		internet	4230.00 · Ten Ser-...	-89.99
TOTAL						-89.99
Bill Pmt -Check	5422	11/07/2019		SD refund	1111.01 · General ...	
Bill	SD refund	11/06/2019		SD refund - ... Key Dept ref...	2114.00 · Tenant S... 2114.02 · Security ...	-200.00 -20.00
TOTAL						-220.00
Bill Pmt -Check	5423	11/07/2019	WISCONSIN PUBL...		1111.01 · General ...	
Bill	10/23/19-2671-00...	10/23/2019		409N Maple	4320.00 · Electricity	-77.49
				409N Maple	4330.00 · Gas	-31.18
Bill	10/29/19-2671-00...	10/29/2019		1428 Dousman	4320.00 · Electricity	-76.02
				1428 Dousman	4330.00 · Gas	-48.81
Bill	10/29/19-2671-00...	10/29/2019		1424 Admiral...	4320.00 · Electricity	-618.89
Bill	10/29/19-2671-00...	10/29/2019		1424 Admiral...	4320.00 · Electricity	-171.90
				1424 Admiral...	4330.00 · Gas	-3,652.48
Bill	Nov 19 Ur's	11/01/2019		510 N Chest...	4320.01 · Utility Rei...	-89.00
				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 Univers...	4320.01 · Utility Rei...	-86.00
				839 Christian...	4320.01 · Utility Rei...	-86.00
				509 S Maple ...	4320.01 · Utility Rei...	-88.00
				913 N Chest...	4320.01 · Utility Rei...	-36.00
TOTAL						-5,243.77
Bill Pmt -Check	5424	11/07/2019		SF Refund	1111.01 · General ...	
Bill	SF renfund	10/25/2019		Y. Kassim - ...	2114.00 · Tenant S...	-700.00
TOTAL						-700.00
Bill Pmt -Check	5425	11/21/2019	Acme Flooring	1424 Admiral	1111.01 · General ...	
Bill	11/10/19	11/10/2019		comm room ...	4432.00 · Extraordi...	-1,854.00
TOTAL						-1,854.00
Bill Pmt -Check	5426	11/21/2019		SD Refund	1111.01 · General ...	
Bill	SD Refund	11/08/2019		SD refund - ...	2114.00 · Tenant S...	-550.00
TOTAL						-550.00
Bill Pmt -Check	5427	11/21/2019	BELLIN HOME HE...	community ...	1111.01 · General ...	
Bill	MB3714	11/12/2019		commumity ...	4230.00 · Ten Ser-...	-500.00
TOTAL						-500.00

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November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	5428	11/21/2019	Bug Blaster Inc		1111.01 · General ...	
Bill	28076	11/13/2019		cocroache tr...	4430.17 · Extermin...	-125.00
Bill	28078	11/13/2019		cockroache tr...	4430.17 · Extermin...	-125.00
Bill	28100	11/14/2019		bed bug treat...	4430.17 · Extermin...	-140.00
Bill	28099	11/14/2019		bed bug treat...	4430.17 · Extermin...	-140.00
Bill	28098	11/14/2019		bed bug treat...	4430.17 · Extermin...	-140.00
Bill	28097	11/14/2019		bed bug treat...	4430.17 · Extermin...	-100.00
Bill	28096	11/14/2019		bed bug treat...	4430.17 · Extermin...	-140.00
TOTAL						-910.00
Bill Pmt -Check	5429	11/21/2019	Clean By Design L...		1111.01 · General ...	
Bill	1539	11/11/2019		cleaning	4430.00 · Maint - C...	-950.00
Bill	1538	11/11/2019		cleaning # 516	4430.00 · Maint - C...	-340.00
TOTAL						-1,290.00
Bill Pmt -Check	5430	11/21/2019	D & D Glass Co. L...	409 Maple	1111.01 · General ...	
Bill	75115	10/01/2019		window repair	4420.00 · Maint - S...	-20.95
TOTAL						-20.95
Bill Pmt -Check	5431	11/21/2019	Ellison Electric Su...		1111.01 · General ...	
Bill	1111265	11/06/2019		flex conn	4420.00 · Maint - S...	-17.28
Bill	1111414	11/08/2019		flex conn	4420.00 · Maint - S...	-49.16
TOTAL						-66.44
Bill Pmt -Check	5432	11/21/2019	GRAINGER	VOID:	1111.01 · General ...	
TOTAL						0.00
Bill Pmt -Check	5433	11/21/2019	GREEN BAY WAT...		1111.01 · General ...	
Bill	11/11/19-10909-03	11/11/2019		1408 University	4390.00 · Other Util...	-57.41
				1408 University	4310.00 · Water	-227.81
Bill	11/11/19-33068-01	11/11/2019		1410 University	4390.00 · Other Util...	-57.41
				1410 University	4310.00 · Water	-12.76
Bill	11/11/19-33070-01	11/11/2019		1440 University	4390.00 · Other Util...	-57.41
				1440 University	4310.00 · Water	-101.34
Bill	11/11/19-10910-03	11/11/2019		1412 University	4390.00 · Other Util...	-57.41
				1412 University	4310.00 · Water	-42.10
Bill	11/11/19-10911-04	11/11/2019		1416 University	4390.00 · Other Util...	-57.41
				1416 University	4310.00 · Water	-68.96
Bill	11/11/19-10914-03	11/11/2019		1448 University	4390.00 · Other Util...	-57.41
				1448 University	4310.00 · Water	-140.54
Bill	11/11/19-33067-01	11/11/2019		1404 University	4390.00 · Other Util...	-57.41
				1404 University	4310.00 · Water	-86.97
Bill	11/11/19-33069-01	11/11/2019		1424 University	4390.00 · Other Util...	-57.41
				1424 University	4310.00 · Water	-216.37
Bill	11/11/19-33071-01	11/11/2019		1444 University	4390.00 · Other Util...	-57.41
				1444 University	4310.00 · Water	-63.66
Bill	11/11/19-10912-03	11/11/2019		1420 University	4390.00 · Other Util...	-57.41
				1420 University	4310.00 · Water	-95.69
Bill	11/11/19-11033-02	11/11/2019		1121 University	4390.00 · Other Util...	-57.41
				1121 University	4310.00 · Water	-104.39
Bill	11/11/19-11032-04	11/11/2019		1125 University	4390.00 · Other Util...	-57.41
				1125 University	4310.00 · Water	-77.36
Bill	11/11/19-11008-03	11/11/2019		1339 University	4390.00 · Other Util...	-57.41

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Green Bay Housing Authority

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November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill	11/11/19-11007-04	11/11/2019		1339 University	4310.00 · Water	-197.71
				1341 University	4390.00 · Other Util...	-57.41
Bill	11/11/19-11009-03	11/11/2019		1341 University	4310.00 · Water	-109.44
				1333 University	4390.00 · Other Util...	-57.41
Bill	11/11/19-32906-02	11/11/2019		1333 University	4310.00 · Water	-234.81
				1337 University	4390.00 · Other Util...	-57.41
Bill	11/11/19-10413-04	11/11/2019		1337 University	4310.00 · Water	-230.00
				1100 Pine	4390.00 · Other Util...	-57.41
Bill	11/11/19-10417-02	11/11/2019		1100 Pine	4310.00 · Water	-179.81
				1014 Pine	4390.00 · Other Util...	-57.41
Bill	11/11/19-10418-03	11/11/2019		1014 Pine	4310.00 · Water	-224.74
				1008 Pine	4390.00 · Other Util...	-57.41
Bill	11/18/19-13182-04	11/18/2019		1008 Pine	4310.00 · Water	-288.73
				1009 Crooks	4390.00 · Other Util...	-57.41
				1009 Crooks	4310.00 · Water	-342.01
TOTAL						-4,193.40
Bill Pmt -Check	5434	11/21/2019	H.J. MARTIN & SO...	1428 Douam...	1111.01 · General ...	
Bill	HJ262817	10/18/2019		flooring	4430.25 · Unit Repair	-677.92
TOTAL						-677.92
Bill Pmt -Check	5435	11/21/2019	HIBU INC.	1424 Admira...	1111.01 · General ...	
Bill	11/3/19 A101PQ	11/03/2019		marketing	4190.08 · Marketing	-64.00
TOTAL						-64.00
Bill Pmt -Check	5436	11/21/2019	KONE INC	1424 Admira...	1111.01 · General ...	
Bill	959398425	11/01/2019		elevator maint	4430.12 · Elevator ...	-450.00
TOTAL						-450.00
Bill Pmt -Check	5437	11/21/2019	LARSON PAINTING		1111.01 · General ...	
Bill	5279	11/14/2019		painting	4430.25 · Unit Repair	-1,044.38
Bill	5270	11/14/2019		painting # 508	4430.00 · Maint - C...	-293.00
				painting #410	4430.00 · Maint - C...	-293.00
TOTAL						-1,630.38
Bill Pmt -Check	5438	11/21/2019	Lindeman's Cleani...		1111.01 · General ...	
Bill	109106	11/08/2019		cleaning drap...	4430.01 · Maint - N...	-63.55
Bill	109105	11/08/2019		cleaning drap...	4430.01 · Maint - N...	-50.21
TOTAL						-113.76
Bill Pmt -Check	5439	11/21/2019	LIZER LAWN CARE		1111.01 · General ...	
Bill	98/461AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-49.80
Bill	98454AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-99.60
Bill	98463AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-99.60
Bill	98420AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-99.60
Bill	98437AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-99.60
Bill	98462AD	11/13/2019		Oct mowing	4430.13 · Landscap...	-49.80
TOTAL						-498.00

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Green Bay Housing Authority

Check Detail

November 2019

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill Pmt -Check	5440	11/21/2019	Lutheran Social S...	social servic...	1111.01 · General ...	
Bill	147408	10/31/2019		social services	4210.00 · Ten Ser-...	-5,557.00
TOTAL						-5,557.00
Bill Pmt -Check	5441	11/21/2019	NORTHERN META...	1424 Admiral	1111.01 · General ...	
Bill	GBHA2019-1	10/31/2019		roofing	4430.25 · Unit Repair	-12,249.91
TOTAL						-12,249.91
Bill Pmt -Check	5442	11/21/2019	PAMPERIN CONS...		1111.01 · General ...	
Bill	9/29/19	09/28/2019		counters 142...	4430.25 · Unit Repair	-1,862.00
Bill	9/29/19	09/29/2019		doors- 712 B...	4420.00 · Maint - S...	-1,702.00
Bill	9/30/19	09/30/2019		raming hood ...	4420.00 · Maint - S...	-643.00
TOTAL						-4,207.00
Bill Pmt -Check	5443	11/21/2019	Sandberg K9 Solu...	1424 Admira...	1111.01 · General ...	
Bill	1548	11/11/2019		quarterly insp...	4430.17 · Extermin...	-3,099.98
TOTAL						-3,099.98
Bill Pmt -Check	5444	11/21/2019	TIME WARNER CA...	1424 Admira...	1111.01 · General ...	
Bill	11/1-11/30/19	11/02/2019		cable	4230.00 · Ten Ser-...	-2,492.34
TOTAL						-2,492.34
Bill Pmt -Check	5445	11/21/2019	WISCONSIN PUBL...		1111.01 · General ...	
Bill	11/4/19-2671-00196	11/04/2019		1125 University	4320.00 · Electricity	-0.30
				1125 University	4330.00 · Gas	-0.29
Bill	11/6/19-2671-00197	11/06/2019		1424 Admiral...	4330.00 · Gas	-2,875.06
Bill	11/7/19-2671-00198	11/07/2019		1404 Univeristy	4320.00 · Electricity	-61.42
				1404 Univeristy	4330.00 · Gas	-44.35
Bill	11/11/19-2671-00...	11/11/2019		816 N Maple	4320.00 · Electricity	-45.88
				816 N Maple	4330.00 · Gas	-41.16
Bill	11/12/19-2671-00...	11/12/2019		1341 University	4320.00 · Electricity	-21.63
				1341 University	4330.00 · Gas	-31.74
Bill	11/12/19-2671-00...	11/12/2019		1125 University	4320.00 · Electricity	-37.49
				1125 University	4330.00 · Gas	-44.28
Bill	11/13/19-2671-00...	11/13/2019		1410 University	4320.00 · Electricity	-32.45
				1410 University	4330.00 · Gas	-57.24
TOTAL						-3,293.29
Bill Pmt -Check	5446	11/21/2019	GRAINGER		1111.01 · General ...	
Bill	9344270963	11/04/2019	GRAINGER	1424 Admiral	20000 · Accounts P...	0.00
Bill	9344684692	11/04/2019	GRAINGER	1424 Admiral	20000 · Accounts P...	0.00
Bill	9344684700	11/04/2019		flap wheels	4420.00 · Maint - S...	-59.70
Bill	9350721818	11/08/2019		zone valves	4420.00 · Maint - S...	-428.00
TOTAL						-487.70

Green Bay Housing Authority

Budget vs. Actual

Summary

	COCC		Mason Manor		Nov-19 RevBonds		ScSite		TOTAL	
	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget	YTD	Budget
Total Income	70,940.68	2,525.00	399,180.27	820,095.69	8,500.00	24,955.00	139,737.82	291,940.58	618,358.77	1,139,516.27
Total Expense	48,258.66	158,300.00	336,422.78	1,154,394.73	25,000.00	717,325.00	201,780.09	639,921.85	611,461.53	2,669,941.58
Net Income	22,682.02	-155,775.00	62,757.49	-334,299.04	-16,500.00	-692,370.00	-62,042.27	-347,981.27	6,897.24	-1,530,425.31

Reserve Spreadsheet		
	MM	SS
Projected from 6/30/19	476,008	245,925
YTD Net Income/(loss) Without Depreciation	62,757	(62,042)
Committed Funds	(150,000)	-
Remaining Projects	-	(12,482)
Subtotal	388,765	171,401
Transfer	-	-
Projected Reserve	388,765	171,401
6 Month Expenses	442,264	239,658
Excess/shortfall	(53,499)	(68,257)
	☹	☹

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%	69,645.50	160,609.00	-90,963.50	43.36%
3110.00 · Dwelling Rental	0.00	0.00	0.00	0.0%	214,418.83	494,266.69	-279,847.86	43.38%
3120.00 · Excess Utilities	0.00	0.00	0.00	0.0%	2,181.00	4,620.00	-2,439.00	47.21%
3510.00 · Management Fee Revenue	53,460.68	0.00	53,460.68	100.0%	0.00	0.00	0.00	0.0%
3520.00 · Asset Management Rev	10,070.00	0.00	10,070.00	100.0%	0.00	0.00	0.00	0.0%
3530.00 · BookKeeping Fee Rev	7,410.00	0.00	7,410.00	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%	3,770.00	8,000.00	-4,230.00	47.13%
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%	7,914.12	8,000.00	-85.88	98.93%
3690.03 · Cell Tower Rent	0.00	0.00	0.00	0.0%	81,859.35	134,000.00	-52,140.65	61.09%
9110.00 · Transfers In	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	70,940.68	2,525.00	68,415.68	2,809.53%	399,180.27	820,095.69	-420,915.42	48.68%
Expense								
4110.00 · Admin Salaries	28,190.47	70,000.00	-41,809.53	40.27%	42,279.89	92,000.00	-49,720.11	45.96%
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%	547.35	2,600.00	-2,052.65	21.05%
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%	122.54	200.00	-77.46	61.27%
4160.00 · Management Fee	0.00	0.00	0.00	0.0%	40,907.16	97,055.04	-56,147.88	42.15%
4163.00 · BookKeeping Fee	0.00	0.00	0.00	0.0%	5,670.00	13,680.00	-8,010.00	41.45%
4165.00 · Asset Management Fee	0.00	0.00	0.00	0.0%	7,650.00	18,240.00	-10,590.00	41.94%
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	12,057.52	29,500.00	-17,442.48	40.87%	18,344.05	40,000.00	-21,655.95	45.86%
4190.01 · Printing	0.00	1,000.00	-1,000.00	0.0%	1,230.31	2,500.00	-1,269.69	49.21%
4190.02 · Postage	136.39	300.00	-163.61	45.46%	522.50	1,000.00	-477.50	52.25%
4190.03 · Paper & Office Supplies	143.01	1,500.00	-1,356.99	9.53%	370.05	1,500.00	-1,129.95	24.67%
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%	699.66	1,500.00	-800.34	46.64%
4190.08 · Marketing	0.00	0.00	0.00	0.0%	1,144.62	2,300.00	-1,155.38	49.77%
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%	464.12	3,000.00	-2,535.88	15.47%
4230.00 · Ten Ser-Contrs	0.00	0.00	0.00	0.0%	15,045.77	36,500.00	-21,454.23	41.22%
4310.00 · Water	0.00	0.00	0.00	0.0%	17,826.29	43,000.00	-25,173.71	41.46%
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%	8,462.77	31,000.00	-22,537.23	27.3%
4390.00 · Other Utilities	0.00	0.00	0.00	0.0%	1,822.00	4,250.00	-2,428.00	42.87%
4410.00 · Maint - Labor	0.00	0.00	0.00	0.0%	44,649.23	127,500.00	-82,850.77	35.02%
4420.00 · Maint - Supplies	0.00	100.00	-100.00	0.0%	23,781.26	67,000.00	-43,218.74	35.49%
4430.00 · Maint - Contracts	0.00	0.00	0.00	0.0%	6,209.77	37,219.69	-31,009.92	16.68%
4430.01 · Maint - Non-Contract	0.00	0.00	0.00	0.0%	980.65	5,500.00	-4,519.35	17.83%
4430.03 · Maint - Truck Maint	0.44	400.00	-399.56	0.11%	1,312.53	2,500.00	-1,187.47	52.5%
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%	12,155.41	12,500.00	-344.59	97.24%
4430.12 · Elevator Maintenance	0.00	0.00	0.00	0.0%	5,497.32	10,500.00	-5,002.68	52.36%
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%	12,413.14	23,000.00	-10,586.86	53.97%
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%	2,433.08	3,500.00	-1,066.92	69.52%
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%	513.40	0.00	513.40	100.0%
4433.00 · Emp Ben Contr-ord maint	0.00	0.00	0.00	0.0%	18,114.95	47,000.00	-28,885.05	38.54%
4480.00 · Protect Service	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	48,258.66	158,300.00	-110,041.34	30.49%	336,422.78	1,154,394.73	-817,971.95	29.14%
Net Income/(Loss)	22,682.02	-155,775.00	178,457.02	-14.56%	62,757.49	-334,299.04	397,056.53	-18.77%

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%	66,274.00	143,472.00	-77,198.00	46.19%
3110.00 · Dwelling Rental	0.00	0.00	0.00	0.0%	69,933.99	130,468.58	-60,534.59	53.6%
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%	3,529.83	9,000.00	-5,470.17	39.22%
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%	139,737.82	291,940.58	-152,202.76	47.87%
Expense								
4110.00 · Admin Salaries	0.00	1,000.00	-1,000.00	0.0%	25,177.36	64,000.00	-38,822.64	39.34%
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%	1,697.66	3,500.00	-1,802.34	48.51%
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%	262.00	500.00	-238.00	52.4%
4160.00 · Management Fee	0.00	0.00	0.00	0.0%	12,553.52	31,926.00	-19,372.48	39.32%
4163.00 · BookKeeping Fee	0.00	0.00	0.00	0.0%	1,740.00	4,500.00	-2,760.00	38.67%
4165.00 · Asset Management Fee	0.00	0.00	0.00	0.0%	2,420.00	6,000.00	-3,580.00	40.33%
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%	10,152.89	26,500.00	-16,347.11	38.31%
4190.01 · Printing	0.00	0.00	0.00	0.0%	667.82	600.00	67.82	111.3%
4190.02 · Postage	0.00	0.00	0.00	0.0%	522.50	1,000.00	-477.50	52.25%
4190.03 · Paper & Office Supplies	0.00	0.00	0.00	0.0%	370.05	800.00	-429.95	46.26%
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%	493.69	1,200.00	-706.31	41.14%
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	0.00	5,000.00	-5,000.00	0.0%	0.00	0.00	0.00	0.0%
4220.00 · Ten Ser-Recr Etc	0.00	0.00	0.00	0.0%	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%	12,669.22	25,000.00	-12,330.78	50.68%
4320.00 · Electricity	0.00	0.00	0.00	0.0%	1,443.54	1,500.00	-56.46	96.24%
4320.01 · Utility Reimbursements	0.00	0.00	0.00	0.0%	4,061.00	0.00	4,061.00	100.0%
4330.00 · Gas	0.00	0.00	0.00	0.0%	916.80	1,500.00	-583.20	61.12%
4390.00 · Other Utilities	0.00	0.00	0.00	0.0%	4,703.58	10,000.00	-5,296.42	47.04%
4410.00 · Maint - Labor	0.00	0.00	0.00	0.0%	26,009.53	46,000.00	-19,990.47	56.54%
4420.00 · Maint - Supplies	0.00	0.00	0.00	0.0%	23,060.42	39,000.00	-15,939.58	59.13%
4430.00 · Maint - Contracts	0.00	0.00	0.00	0.0%	9,647.77	39,059.85	-29,412.08	24.7%
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%	492.36	2,500.00	-2,007.64	19.69%
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%	192.00	1,500.00	-1,308.00	12.8%
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%	5,188.60	11,000.00	-5,811.40	47.17%
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%	2,025.00	1,500.00	525.00	135.0%
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%	790.60	1,000.00	-209.40	79.06%
4430.25 · Unit Repair	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
4432.00 · Extraordinary Maintenance	25,000.00	710,000.00	-685,000.00	3.52%	0.00	0.00	0.00	0.0%
4433.00 · Emp Ben Contr-ord maint	0.00	0.00	0.00	0.0%	10,150.95	16,000.00	-5,849.05	63.44%
4480.00 · Protect Service	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
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	25,000.00	717,325.00	-692,325.00	3.49%	201,780.09	639,921.85	-438,141.76	31.53%
Net Income/(Loss)	-16,500.00	-692,370.00	675,870.00	2.38%	-62,042.27	-347,981.27	285,939.00	17.83%

Green Bay Housing Authority Budget vs. Actual Detail

	TOTAL			
	YTD	Budget	\$ Over Budget	% of Budget
Income				
2802.00 · Hud Contributions	135,919.50	304,081.00	-168,161.50	0.45
3110.00 · Dwelling Rental	284,352.82	624,735.27	-340,382.45	0.46
3120.00 · Excess Utilities	2,181.00	4,620.00	-2,439.00	0.47
3510.00 · Management Fee Revenue	53,460.68	0.00	53,460.68	1.00
3520.00 · Asset Management Rev	10,070.00	0.00	10,070.00	1.00
3530.00 · BookKeeping Fee Rev	7,410.00	0.00	7,410.00	1.00
3610.00 · Int Income	15,249.03	30,000.00	-14,750.97	0.51
3690.00 · Other Income - Tenants	3,770.00	8,000.00	-4,230.00	0.47
3690.01 · Other Income - Ins Dividends	4,142.44	2,125.00	2,017.44	1.95
3690.02 · Other Income	19,943.95	31,955.00	-12,011.05	0.62
3690.03 · Cell Tower Rent	81,859.35	134,000.00	-52,140.65	0.61
9110.00 · Transfers In	0.00	0.00	0.00	0.00
Total Income	618,358.77	1,139,516.27	-521,157.50	54.27%
Expense				
4110.00 · Admin Salaries	95,647.72	227,000.00	-131,352.28	42.14%
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	2,245.01	6,100.00	-3,854.99	36.8%
4140.00 · Staff Training	2,023.74	15,000.00	-12,976.26	13.49%
4150.00 · Travel	394.98	1,450.00	-1,055.02	27.24%
4160.00 · Management Fee	53,460.68	128,981.04	-75,520.36	41.45%
4163.00 · BookKeeping Fee	7,410.00	18,180.00	-10,770.00	40.76%
4165.00 · Asset Management Fee	10,070.00	24,240.00	-14,170.00	41.54%
4171.00 · Auditing Fees	0.00	9,325.00	-9,325.00	0.0%
4182.00 · Employee Benefits - Admin	40,554.46	96,300.00	-55,745.54	42.11%
4190.01 · Printing	1,898.13	4,100.00	-2,201.87	46.3%
4190.02 · Postage	1,181.39	2,300.00	-1,118.61	51.37%
4190.03 · Paper & Office Supplies	883.11	3,800.00	-2,916.89	23.24%
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	1,193.35	2,700.00	-1,506.65	44.2%
4190.08 · Marketing	1,144.62	2,300.00	-1,155.38	49.77%
4190.10 · Miscellaneous	4,762.67	18,000.00	-13,237.33	26.46%
4210.00 · Ten Ser-Salary	0.00	5,000.00	-5,000.00	0.0%
4220.00 · Ten Ser-Recr Etc	16.59	1,500.00	-1,483.41	1.11%
4220.01 · Ten Ser - Resident Part	498.70	4,250.00	-3,751.30	11.73%
4230.00 · Ten Ser-Contrs	15,045.77	36,500.00	-21,454.23	41.22%
4310.00 · Water	30,495.51	68,000.00	-37,504.49	44.85%
4320.00 · Electricity	24,653.96	70,000.00	-45,346.04	35.22%
4320.01 · Utility Reimbursements	4,061.00	0.00	4,061.00	100.0%
4330.00 · Gas	9,379.57	32,500.00	-23,120.43	28.86%
4390.00 · Other Utilities	6,525.58	14,250.00	-7,724.42	45.79%
4410.00 · Maint - Labor	70,658.76	173,500.00	-102,841.24	40.73%
4420.00 · Maint - Supplies	46,841.68	106,100.00	-59,258.32	44.15%
4430.00 · Maint - Contracts	15,857.54	76,279.54	-60,422.00	20.79%
4430.01 · Maint - Non-Contract	1,815.65	43,786.00	-41,970.35	4.15%
4430.03 · Maint - Truck Maint	1,805.33	5,400.00	-3,594.67	33.43%
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	12,347.41	14,000.00	-1,652.59	88.2%
4430.12 · Elevator Maintenance	5,497.32	10,500.00	-5,002.68	52.36%
4430.13 · Landscape and Grounds	5,350.07	19,000.00	-13,649.93	28.16%
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	14,438.14	24,500.00	-10,061.86	58.93%
4430.18 · Appliances	0.00	6,000.00	-6,000.00	0.0%
4430.19 · Garbage & Trash Removal	3,223.68	4,500.00	-1,276.32	71.64%
4430.25 · Unit Repair	513.40	0.00	513.40	100.0%
4432.00 · Extraordinary Maintenance	25,513.40	710,000.00	-684,486.60	3.59%
4433.00 · Emp Ben Contr-ord maint	28,265.90	63,000.00	-34,734.10	44.87%
4480.00 · Protect Service	0.00	0.00	0.00	0.0%
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	611,461.53	2,669,941.58	-2,058,480.05	22.9%
Net Income/(Loss)	6,897.24	-1,530,425.31	1,537,322.55	-0.45%



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

December 2, 2019

Jayne 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 November 2019 there were 3 Green Bay Housing applications reviewed. They were:

- 0 Application for Mason Manor.
- 3 Applications for Scattered Sites.

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.

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