



NOTICE AND AGENDA

**Board of Commissioners Meeting
Tuesday, June 23, 2020**



NOTICE

The Housing Authority of the City of Spartanburg will hold its regularly scheduled meeting of the Board of Commissioners at 4:00 P.M. on Tuesday, June 23, 2020. The meeting will be held via conference call.

Conference Dial-In Number: 1-929-205-6099; Meeting ID: 230 114 605; Password: 064445.

Link to meeting, if using a computer:

<https://zoom.us/j/230114605?pwd=YnFJTGR0bmdrU3Rhakt1REJ2VGdTdz09>

AGENDA

CALL MEETING TO ORDER

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I. Moment of Silence

II. Roll Call

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IV. Approval of Minutes

A. Regular Board Meeting, May 26, 20204

V. Commissioner Comments

VI. Public/Staff Comments

VII. Information Items

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B. Evaluation Timeframe for the CEO.....24

VIII. Action Items and Resolutions

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B. 2020-12 Approval of the Spartanburg Housing Authority's Admissions and Continued Occupancy Policy (ACOP).....29

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X. Executive Session

- A. Discussion of real estate matters pursuant to SC Code Section 30-4-70 (a)(2) of the South Carolina Code of Laws.
- B. Discussion of personnel matters pursuant to SC Code Section 30-4-70 (a)(1) of the South Carolina Code of Laws.

XI. Other Business

XII. Adjournment



**Approval of Minutes
Regular Board Meeting
May 26, 2020**

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

**MINUTES OF THE REGULAR BOARD MEETING OF THE COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG
SPARTANBURG, SOUTH CAROLINA
May 26, 2020**

MEETING CALLED TO ORDER: The meeting was held via public conference call.

Following proper advance notice, the regular meeting of the Board of Commissioners of the Housing Authority for the City of Spartanburg was called to order at 4:05 p.m.

I. Moment of Silence:

Observed

II. Roll Call:

Chuck White, John Fairey, Matthew Myers, Veronica Cunningham, Keisha Gray, Andrew Poliakoff and Shaunté Evans.

III. Approval of Agenda:

Commissioner White made a motion to approve the agenda. The motion was seconded by Commissioner Fairey and unanimously carried.

IV. Approval of Minutes:

A motion to accept the minutes of the regular board meeting of April 28, 2020 as presented was made by Commissioner Fairey. The motion was seconded by Commissioner White and unanimously carried.

V. Commissioner Comments

None

VI. Public/Staff Comments

Public comments: None

Staff comments: None

VII. Information Item:

- A. An update to the Disposition of the Cammie Clagett Office Building was presented and a discussion was held. Any questions raised by the board were addressed. No motions or actions were made.
- B. The presentation of the U.S. Department of Housing and Urban Development (HUD) 5-Year and Annual PHA Plans was presented and a discussion was held. Any questions raised by the board were addressed. No motions or actions were made.

VIII. Action Items and Resolutions:

Resolution #2020-10 – Approval of the General Records Retention and Disposition Schedule Policy

This resolution was presented to request acceptance of the Resolution 2020-10 as presented by Jessica Holcomb. Questions raised by the board were addressed. Commissioner White made a motion to approve resolution 2020-10. The motion was seconded by Commissioner Fairey and unanimously carried.

RESOLUTION NO. 2020-10

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF
THE CITY OF SPARTANBURG

MAY 26, 2020

IX. Monthly Reports

A. Chief Executive Officer (Shaunté Evans)

CEO Monthly Report was presented orally by CEO Shaunté Evans. Discussion was held and questions raised by the board were addressed.

B. Finance Report (Joe Calicdan)

The Finance Report was presented and reviewed by Joe Calicdan, and questions raised by the Board were addressed.

Program Dashboards

i. Asset Management

Jessica Holcomb presented the Asset Management Report. Questions raised by the board were addressed.

ii. Development and Capital Fund

Joseph Jackson presented the Development and Capital Fund Report. Questions raised by the board were addressed.

iii. Housing Choice Voucher

Tiffany Askew presented the Housing Choice Voucher Program Report. Questions raised by the board were addressed.

iv. Community and Supportive Services

Cierra Fowler presented the Community and Supportive Services Program Report. Questions raised by the Board were addressed.

X. Adjournment

Commissioner White made a motion to adjourn the meeting, which was seconded by Commissioner Fairey. The meeting was adjourned at 5:43 p.m.

Respectfully Submitted,
The Housing Authority of the City of Spartanburg



Information Item

Presentation of the 2021 Public Housing Lease and Community Rules

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

Tuesday, June 23, 2020

**Housing Authority of the City of Spartanburg
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**2021 Public Housing Lease and Community Rules
Information Item**

CONTACT PERSON:

Jessica M. Holcomb
Deputy Director of Asset Management and Special Projects
864-598-6023

SUMMARY:

Public housing leases are the basis of the legal relationship between the Public Housing Authorities (PHA) and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with the U.S. Department of Housing and Urban Development (HUD) regulations. An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes. The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

The PHA may modify its lease from time to time. However, the PHA must give residents 30 days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting the new lease [24 CFR 966.3].

A Red Line Draft of Proposed Changes is attached. A public hearing will be held July 16, 2020, board approval will be requested July 28, 2020 and the lease will be implanted on October 1, 2020.

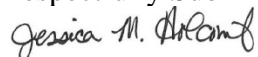
FINANCIAL CONSIDERATIONS:

None

POLICY CONSIDERATIONS:

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

Respectfully Submitted,



Jessica M. Holcomb, Deputy Director of Asset Management and Special Projects

HOUSING AUTHORITY OF THE CITY OF SPARTANBURG RESIDENTIAL
LEASE AGREEMENT

THIS LEASE AGREEMENT is between the Housing Authority of the City of Spartanburg (hereinafter referred to as “Landlord” and/or “the Authority”), and, the Tenant Family listed below.

I. Tenant Family. The “Tenant Family” (hereinafter referred to as “Tenant” and/or “Tenant Family”) is composed of the individuals listed below. All members of the Tenant Family over age 18 are required to sign this lease.

Name	Relationship	Birth date	Social Security #
1. _____	Head	____/____/_____	_____
2. _____	_____	____/____/_____	_____
3. _____	_____	____/____/_____	_____
4. _____	_____	____/____/_____	_____
5. _____	_____	____/____/_____	_____
6. _____	_____	____/____/_____	_____

II. Leased Premises. The Landlord, relying upon the representations of the Tenant Family contained herein, leases to the Tenant Family, the dwelling unit known as _____ (the "Premises" or “Dwelling Unit”) containing _____ bedrooms. The Tenant Family may occupy the premises only as a private residence subject to the terms and conditions contained herein.

III. Term: The initial term of this lease is one calendar year, beginning _____. Thereafter, this lease will be automatically renewed for successive periods of one year each unless the family has violated the requirement for resident performance of community service or participation in a required economic self-sufficiency program in accordance with 24 CFR 960 subpart F or has violated the terms and conditions listed within this Lease. This Lease may be modified at any time by written agreement of the Tenant and the Landlord.

IV. Deposit and Rent. The Tenant has paid a security deposit of \$ _____. Initial rent (prorated for a partial month) will be \$ _____. After that, rent of \$ _____ per month will be payable in advance on the first day of each month. The tenant shall pay the amount of the monthly tenant rent determined by the Landlord in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements. During the term of this Lease, the Tenant shall receive written notice from the Landlord of any change in the amount of rent and the effective date of the change.

☐ This is the flat rent for the Premises.

☐ This rent is based on the income and other information reported by the Tenant Family.

Rent and other charges are due and payable on the first of the month and may be paid by automatic bank draft or by use of electronic Walk In Payment System (WIPS card). Tenants will be charged a \$25.00 fee for any item returned or automatic bank draft declined due to ~~for~~ insufficient funds. After the first item is returned for non-sufficient funds, the Landlord may require WIPS payments for all future payments. ~~Tenants will also be charged a \$25.00 late fee for insufficient funds from the automatic bank draft.~~

The total amount for rent and other charges as billed is due and payable on the first day of each month. Partial payments may be rejected.

Any charge may be disputed by Tenant, provided that the amount disputed is paid by the resident when due and placed in an escrow account by the Landlord pending the outcome of a hearing in compliance with ~~the~~ Landlord’s Grievance Procedure.

Late payment of rent or other charges more than four times within a twelve month period shall constitute a material breach of this Lease, and is good cause for Landlord to terminate this Lease and recover possession of the premises from the Tenant, as provided herein.

Any amount designated in a payment agreement between Tenant and Landlord for retroactive rental amounts due to Tenant’s failure to report required information must be paid in conjunction with the monthly rent. Failure to fulfill any payment agreement as executed is a serious violation of this Lease and will result in Lease termination.

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V. Miscellaneous Charges. The Landlord shall provide notice for any charges due including the due date. The following charges shall be due and payable on the first of the month following two weeks written notice of the charges:

- A.

Maintenance costs. The cost for services or repairs to the Dwelling Unit, common areas or grounds beyond normal wear and tear and caused by the Tenant Family or guests will be charged to the Tenant. Such charges will be determined according to the Schedule of Maintenance Charges posted by the Authority. Charges not listed on the Schedule of Maintenance Charges will be billed based upon the actual cost of parts and \$20.00 per hour labor costs. If the repairs require overtime work, overtime rates will be charged. Maintenance charges shall be billed and are due and payable on the first of the month after a fourteen day billing notice.
- B.

Excess Utility Charges. Where the Landlord provides utilities, a charge will be assessed for any utilities consumed in excess of the utility allowance. The utility allowance for Authority-provided utilities is included as an attachment to this Lease. Excess utility charges are billed and are due and payable with the rent on the first of the month after a fourteen day billing notice.
- C.

Late Charges. The Landlord will assess charges for late payments. Payments, including rent, are late if not paid by the fifth calendar day of the month. Late rent will result in a \$1525.00 charge. The Authority will provide written notice of any such charge which shall be due and payable within two weeks of the date of the notice.
- C.

Court Costs. The Landlord will assess all associated court fees to the Tenant account. The Authority will provide written notice of any such charge which shall be due and payable within fourteen days of receiving the late fee notice.

VI. Termination for Failure to Pay Rent and Repeated Late Payments:

Failure to pay the amount owed in full by the fifth day of each month will result in a notice of Lease termination. The Lease termination shall allow fourteen days for the rent and other charges due to be paid in full. Failure to pay in full within this time will result in an eviction action being filed in the Magistrate Court. Once an eviction order is granted the eviction will proceed. Repeated late payments (four within a twelve month period) are a serious and repeated violation of this Lease and will result in termination of this Lease by the Landlord.

Both parties acknowledge and agree as follows:

Payment after eviction is filed:

Money paid to the Landlord by the Tenant after an eviction action has been filed shall first be applied to any rent due and then to any other amounts owed by the Tenant. If the money paid by the Tenant exceeds all amounts owed, the Landlord shall refund the Excess by check mailed to the Tenant’s last known address. Tenant understands his/her obligation to pay rent in a timely manner under State law and the parties’ Lease Agreement. Tenant further understands that the authority has the right to evict even if payment is accepted after the fourteen-day notice period. Tenant understands and agrees that payments by Tenant after the Landlord has filed for eviction will NOT serve as waiver of the Writ of Ejectment (set out order) unless the Landlord notifies the Magistrate Court in writing before set-out occurs.

Remedy After Termination:

If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney’s fees, collection costs, and court costs.

Debt Collection After Tenant Vacates:

Tenant shall pay all costs of collection of any unpaid amounts owed to the Landlord. The Landlord has the right, pursuant to the SC Setoff Debt Collection Act to collect any money owed to the Landlord by the Tenant through an offset of Tenant’s State Income Tax Refund. Tenant understands and agrees that if the Landlord chooses to pursue such debts owed by the Tenant through the Setoff Debt Collection Act, Tenant shall additionally pay all fees charged by the Department of Revenue, the SC Association of Counties, the Municipal Association of SC, and/or Landlord. If Landlord chooses to pursue debts in a manner other than setoff, Tenant agrees to pay all costs and fees associated with the selected manner.

Tenant further acknowledges that upon conclusion of participation in a HUD rental assistance program,

~~The the~~ Landlord is required to provide HUD with information concerning tenancy in accordance with Form HUD-52675 which is made an Attachment to this Lease.

Upon eviction from the premises for drug-related or criminal activities, the Post Office will be notified by the Landlord in order to prevent further mail being delivered to the resident at the address of the Dwelling Unit.

MASC Customer Agreement:

Tenant agrees to pay all costs of collection of the applicant’s unpaid bills. The Spartanburg Housing Authority has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed by the applicant through offset of the applicant’s state income tax refund. If Spartanburg Housing Authority chooses to pursue debts owed by the applicant through the Setoff Debt Collection Act, the applicant agrees to pay all fees and costs incurred through the setoff process, including fees charged by the Department of Revenue, the Municipal Association of South Carolina, and/or the Spartanburg Housing Authority. If Spartanburg Housing Authority chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees associated with the selected manner as well.

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VII. Terms and Conditions: The following terms and conditions apply to this Lease.

A. Landlord Obligations: The Landlord is obligated:

- 1. To maintain the Dwelling Unit and the project in decent, safe and sanitary condition.
- 2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- 3. To make necessary repairs to the Dwelling Unit.
- 4. To keep project buildings, facilities, and common areas, not otherwise assigned to ~~Tenant~~forTenant for maintenance and upkeep, in a clean and safe condition.
- 5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating systems and other facilities and appliances, including any elevators, supplied by the Landlord.
- 6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of the individual Tenant Family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit and premises by the Tenant as required by this Lease.
- 7. To supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
- 8. To notify Tenant of the specific grounds for any proposed adverse action by the Landlord. Such notices will inform Tenant of the right to request a hearing. Such action includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities. In the case of a proposed adverse action other than a proposed Lease termination, the Landlord will take no action until the time for requesting a hearing has expired. If the Tenant requests a hearing, the Landlord will take no ~~action~~ until any applicable grievance process has been completed (certain offenses have been excluded from the SHA grievance procedure as allowed by applicable federal law). The notice of proposed adverse action shall inform the tenant of the right to request such hearing. A notice of Lease termination shall constitute adequate notice of proposed adverse action.
- 9. The Landlord shall provide the following equipment and utilities as designated within the Dwelling Unit:

<u> </u> Range	<u> </u> Gas
<u> </u> Water	<u> </u> Electric
<u> </u> Refrigerator	<u> </u> Sewer
<u> </u> Trash Pick-Up	<u> </u> Dryer
<u> </u> Washer	<u> </u> Garbage Disposal

For utilities provided by the Landlord, any charges above the amount included as the utility allowance, which is indicated as an Attachment to this Dwelling Lease, will be billed to the Tenant.

For utilities provided by the Tenant, the rent will be reduced through use of the utility allowance shown as an attachment to this Lease.

B. Tenant Obligations: The members of the Tenant Family (including guests) are obligated:

- 1. Not to assign the Lease, nor sublease the Dwelling Unit;
- 2. Not to provide accommodation to boarders or lodgers;
- 3. To use the dwelling unit solely as a private dwelling for the tenant and the tenant’s household –as identified in this Lease, and not to use or permit its use for any other purpose;
- 4. To abide by necessary and reasonable regulations promulgated by the Authority 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 this Lease;
- 5. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- 6. 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. This includes keeping front and rear entrances and walkways free from hazards and trash, and keeping the yard free of debris and litter. Tenant Families who have no ~~household member~~household ~~unit~~able to perform such tasks because of age or disability may be excused from these duties.
- 7. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;
- 8. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning and other facilities and appurtenances including elevators;
- 9. 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;
- 10. To pay reasonable charges (other than for 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;
- 11. 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;
- 12. To assure that no tenant, member of the tenant’s household, ~~or~~ guest, or any other person under the tenant’s control engages in:
 - A. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises;
 - B. Any drug-related criminal activity on or off the premises.

An arrest or conviction is not necessary to determine a violation of the Lease. The Authority will use a preponderance of the evidence standard. An expedited hearing will be allowed in accordance with the Grievance Procedure. The term “drug-related criminal activity,” as used with this Lease Agreement shall be interpreted to mean the illegal possession, manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

- ~~13.~~ ~~To assure that no other person under the tenant’s control engages in:~~
~~A. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or~~
~~B. Any drug-related criminal activity on the premises.~~
~~An arrest or conviction is not necessary to determine a violation of the Lease.~~
- ~~14.~~13. To assure that no member of the tenant household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents. The consumption of alcohol will not be allowed in common areas of any Authority owned property. An arrest or conviction is not necessary to determine a violation of the Lease. The Authority shall use a preponderance of the evidence.
- ~~15.~~14. To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of any utility service. Failure to maintain utilities shall render the unit uninhabitable and shall be considered a serious violation of the Lease.
- ~~16.~~15. To adhere to the Authority’s Housekeeping Standards.
- ~~17.~~16. To notify the Authority *promptly* of known need for repairs to his Dwelling Unit, and any unsafe or unsanitary conditions in the Dwelling Unit or in common areas and grounds of the Project. The Authority shall be responsible for repair of the unit within a reasonable time provided, that if the damage was caused by the tenant, tenant’s household or guests, the reasonable cost of the repairs shall be charged to the tenant. The Authority shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section or alternative accommodations not provided, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant’s household or guests;
- ~~18.~~17. To refrain from littering or leaving trash and debris in common areas and to dispose of all garbage, rubbish, and other waste from the Dwelling Unit in the containers approved or provided by the Authority.
- ~~19.~~18. To make no alterations, or repairs, or redecorate the interior of the Dwelling Unit or to the equipment, without written consent of the Authority including changes to locks or installation of new locks on exterior or interior doors. To use no nails, tacks, screws, brackets, or fasteners on any part of the Dwelling Unit (a reasonable number of picture hangers accepted) without authorization from the Authority.
- ~~20.~~19. Not to install additional equipment or major appliances, including air conditioners, space heaters or kerosene heaters;
- ~~21.~~20. Not to store any vehicles, grills, or gasoline within or around the Dwelling Unit;
- ~~22.~~21. To give prior notice to the Authority before leaving the Dwelling Unit unoccupied for any period exceeding one-calendar week;
- ~~23.~~22. Not to display, use, or possess any illegal firearms, (operable or inoperable) or illegal weapons (as defined by South Carolina law) anywhere on the property of the Authority; including any firearms which are not properly registered and licensed to the person in possession of the firearm or to the person legally residing within the Dwelling Unit, if so required by applicable law. The display, use, or possession of ANY firearm or other weapon by any member of the Tenant Family (including guests and other persons under the Tenant Family’s control) on the property of the Authority is an unequivocal, free and voluntary expression of the tenant family that it will be solely liable for any and all consequences of such display, use, or possession, and its agreement to hold the Authority absolutely harmless from all such actions and or activities.
- ~~24.~~23. To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises including but not limited to the attic and crawl space. Any fire which is caused by the Tenant, a member of the tenant household, a guest or visitor, shall result in the Tenant being charged for the costs of repairs and, dependent upon the individual circumstances through a preponderance of the evidence, possible termination of the Dwelling Lease for violation of health and safety;
- ~~25.~~24. To refrain from keeping, maintaining, or harboring any animal in the Dwelling Unit except according to the Authority’s Pet Policy;
- ~~26.~~25. To act cooperatively with neighbors and the Authority staff and to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority staff;
- ~~27.~~26. Not to commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease;
- ~~28.~~27. To ~~insure~~ensure that each adult in the Tenant Family performs at least eight (8) hours per month of qualifying community service in accordance with HUD regulations and the Authority’s Admissions and Continued Occupancy Policy;
- ~~29.~~28. To refrain from erecting radio or television antennas or satellite dishes on any part of the Dwelling Unit and grounds. Satellite dishes may be not affixed to either the building or the grounds. A small portable tripod or container may be used with the written consent of the Authority. The Tenant and provider must enter the Resident and Provider Acknowledgement for Satellite Communications Equipment prior to any installment of equipment. Failure to request and obtain written permission from the Authority will be considered a violation of the Lease Agreement;
- ~~30.~~29. To remove from the Authority property any vehicles without valid registration and license tag. Any inoperable or unlicensed vehicle will be removed from the Authority’s property at Tenant’s expense.

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Automobile repairs or washing vehicles are not permitted on the project site.

- ~~31-30.~~ To refrain from parking any vehicles on areas that may damage the grass or irrigation system or maintaining any items in the outside area assigned to the Dwelling Unit which may result in damage to the grounds. (i.e. pools, swing set, etc.) Resident acknowledges that they will be subject to charges incurred for restoring the property of the Authority due to failure to comply with this requirement.
- ~~32-31.~~ To refrain from performing any vehicle repairs in the parking area or on the project site. Oil leaks and other issues causing damage will result in a charge to the tenant.
- ~~33-32.~~ To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.
- ~~34-33.~~ To use appropriate, and properly install, window coverings such as blinds, shades, drapes or curtains to establish a uniform neat appearance. Bedspreads, sheets, or other items which are not normally utilized as window coverings are not allowed.
- ~~35-34.~~ To refrain from placing indoor furniture on porches. This includes any upholstered furniture. Must properly maintain any patio or outdoor furniture furnished by the Authority.
- ~~36-35.~~ To report changes in income and family composition in writing to ~~management~~~~the Property Manager~~ within ten days of the date of its occurrence in accordance with Section IX of this Lease Agreement and to obtain prior written approval from the Authority before allowing anyone to move into the unit, other than by birth, adoption, or court awarded custody. Failure to accurately report any changes in accordance with these requirements is considered a serious Lease violation.
- ~~37-36.~~ Not to allow regular accommodations for overnight visitors, particularly those residing within near proximity or within a fifty mile radius of the Dwelling Unit.
- ~~38-37.~~ To report any overnight visitors in writing to the Property Manager. A visitor may not be allowed to stay in the unit in excess of fourteen cumulative days within a calendar year. The Tenant may not allow continuous extended overnight visits, particularly for those visitors residing within short proximity (50 mile radius) of the dwelling unit.
- ~~39-38.~~ To refrain from harboring any fugitive felon or parole violator within the Dwelling Unit.
- ~~40-39.~~ To refrain from harboring any person attempting to allude the Police Department due to current criminal activity.
- ~~41-40.~~ To cooperate in allowing access to the Dwelling Unit by the Authority for inspection purposes or to show the Dwelling Unit for re-leasing after a 48 hour notice is given by the Authority or to allow access for work requested by the Tenant. Work requested by the Tenant does not require further notification from the Authority for accessing the Dwelling Unit.
- 41. To refrain from smoking inside of the dwelling unit and in common areas, other than those designated by the Landlord for that purpose. To adhere to the SHA Smoke Free Policy.
- 42. To refrain from hanging laundry or other articles ~~shall from the outside of the Dwelling Unit on porches or HVAC cages or on the inside across doors or stairways, and shall not to be hung or draped over ceiling fans, or over air vents.~~
- 42.
- 43. To refrain from disconnecting, damaging, or otherwise rendering useless any smoke detector within the Dwelling Unit. Failure to observe this obligation shall result in a charge of \$50.00 to the Tenant and possible termination of the Lease.
- 44. To report sightings of pests or evidence of their existence to ~~the property manager~~management of the site, and conduct preventive measures to avoid pest infestation by adhering to housekeeping standards. To pay for damage by infestation that is found to be occupant caused. To not refuse periodic pest control treatment measures and to make units accessible for treatment after a 48 hours' notice has been provided by management or the pest control contractor. To cooperate with and follow all reasonable instructions for preparing the apartment and household for treatment, as prescribed by the pest control contractor and/or management. To comply fully with the terms and conditions of the Pest Policy.
- 45. To be responsible for insuring personal property against any and all losses and contingencies. It is recommended that residents obtain renter's insurance. The Authority will not be liable under any circumstances for damage to, destruction of, or loss of your personal property.

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VIII. Occupancy and Use of Premises

- A. The Tenant Family, with the prior written approval of the Authority, may use the Premises for legal profit- making activities.
- B. The Tenant is obligated to report in writing to the Authority any changes in household composition within ten days of the occurrence. The Authority must approve in advance any additions to the household members named on the lease, excluding natural births, adoptions, and court-awarded custody. Approval will be granted, if the new household members, including live-in aides and foster children, pass the Authority's screening criteria and a unit of the appropriate size is available. Moving additional persons into the Premises without prior written approval is a serious violation of this Lease. Social security numbers and birth certificates must be provided in order to add a member to the Lease.
- C. Tenant must report deletions (for any reason) from the persons named on this Lease to the Authority in writing, within 10 days of the occurrence.
- D. Adult children may **not** move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant and the change does not disqualify the family for the size of the unit it is currently occupying.
- E. The Tenant Family may provide reasonable accommodation for guests or visitors for a period not exceeding fourteen (14) days each year with the advance written consent of the Authority and in accordance with Part VII.B. of this Lease Agreement. Upon written request to ~~the Housing Manager~~management, the term may be extended.

IX. **Redetermination of Rent, Dwelling Size, and Eligibility.**

- Tenant Family understands and acknowledges that the Dwelling Unit is contained within a federally subsidized housing program and, as such, is subject to specific requirements and restrictions in accordance with Federal law.
- A. The Authority will reexamine the status of the Tenant Family at least once a year. SHA will comply with HUD regulations that permit less frequent reexaminations where applicable. Tenant Family must supply accurate information about family composition, age, income and sources of income, assets, community service activities, and related information for all members of the household. The Authority will use this information to decide eligibility and rent and whether the dwelling size is still appropriate for the Tenant Family needs. Failure to supply such information when requested is a serious violation of this Lease and could result in termination of the Lease.
- B. The Authority must verify all information annually unless otherwise governed by HUD regulations. Tenant agrees to sign releases for third-party sources, present documents for review, or provide other suitable forms of verification. The Authority will give Tenant reasonable notice of any actions Tenant must take, and of the date by which they must take such action. Failure to furnish information and sign necessary documents required in order for the Authority to determine the income and family composition is a serious violation of the Lease and will result in termination of the Lease. Tenant acknowledges that the Authority shall further use the HUD electronic system (hereinafter referred to as EIV) for verification of income. Discrepancies discovered during this process, if any, must be corrected and/or satisfactorily documented by Tenant.
- C. Rent will change during the period between regular reexaminations if the Tenant has reported the change to the Authority in writing within ten days of its occurrence or if the Authority discovers that the information provided has been misrepresented, or if the Authority determines there has been an error in the rent computation.
1. Change in circumstances. If Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent, the Authority will reduce the rent effective the first of the month following the month in which the change was reported. Rent may not be reduced if Tenant’s TANF grant is reduced because Tenant committed welfare fraud or failed to comply with a welfare department economic self-sufficiency requirement. If the Authority grants a reduction, Tenant must report subsequent increases in income in writing within 10 days of the occurrence, until the next scheduled reexamination. (Failure to report within the 10 days may result in a retroactive rent charge.)
2. Misrepresentation. If it is found that Tenant has misrepresented the facts upon which the rent is based and, the rent is less than should have been charged, the Authority may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. Retroactive amounts due exceeding \$45,000 are not eligible for an extended payment agreement for reimbursement to the Authority.
3. Federal Requirements/Errors. The Authority will adjust rent after a change in Federal law or regulations controlling rent formulas or procedures. The Authority will adjust the rent as a result of audits in the event that an error has been discovered in the rent computation.
4. Changes in family composition. The Authority will adjust the rent following a change in family composition. If Tenant has not reported such changes to the Housing Manager in writing within 10 days of the occurrence, retroactive rent will be charged.
- D. Rent Adjustment Notices. The Authority will notify the Tenant in writing of any rent adjustment due to the situations described above. The notice will state the effective date of the rent adjustment.
1. Decreases. Adjustments decreasing the rent shall become effective on the first day of the month following the date the change was reported, provided Tenant reported the change in a timely fashion.
2. Increases. When an increase in income and Tenant reported the change within ten calendar days of the occurrence, the increase will become effective on the first day of the second month following the reported change.
3. Misrepresentation. In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income, the Authority will apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation or failure to report occurred. In the event the misrepresentation results in a retroactive amount which is higher than \$15,000, [prosecution may be initiated by the Authority in accordance with Federal and State lawthe lease may be terminated.](#)
- E. Transfers.
1. Tenant agrees that if the Authority determines that the size or design of the Dwelling Unit is no longer appropriate to Tenant Family’s needs, Tenant will accept a new lease for a different Dwelling Unit of the appropriate size or design.
2. The Authority may move a Tenant Family into another unit if necessary to rehabilitate or demolish Tenant’s unit.
3. A Tenant without disabilities occupying a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit.
4. With involuntary transfers, Tenant must move into a Dwelling Unit made available by the Authority. Tenant will have five (5) business days to move, following delivery of a transfer notice.
5. The Authority will consider any Tenant requests for transfers following the transfer priorities established in the Admissions and Continued Occupancy Policy.

F. At the annual re-certification, Tenant Family must certify compliance with the community service requirement, if applicable.

X. Accommodations for Persons with Disabilities.

1. If a Tenant makes a written request for special unit features in support of a documented disability, the Authority will modify the Tenant's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the Authority may offer to transfer Tenant to another unit with the features requested.
2. If Tenant, due to physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot arrange for someone to aid him/her in complying with lease requirements, and the Authority cannot make any reasonable accommodation that would enable Tenant to comply, the Authority will assist Tenant, or a designated member(s) of the family, to find more suitable housing and move Tenant from the Dwelling Unit.
3. SHA will modify policies, rules, and procedures in order to accommodate persons with disabilities so that such individuals can make effective use of the housing programs.

XI. Use of Security Deposit. Tenant may not use the security deposit to pay rent or other charges while occupying the Dwelling Unit. The Landlord will use the security deposit at the termination of this Lease:

- A. To pay the cost of any rent or any other charges owed by Tenant at the termination of this Lease.
- B. To reimburse the cost of repairing any intentional or negligent damages to the Dwelling Unit caused by the Tenant Family or guests over and above normal wear and tear.

The Landlord will refund any remaining security deposit balance within thirty (30) days AFTER Tenant has vacated the unit and provided Landlord with a forwarding address. Landlord will inspect the Dwelling Unit immediately after Tenant vacates the unit. If the Authority makes any deductions, it will provide Tenant with a written statement of any costs for damages and/or other charges so deducted.

XII. Damage to the Unit. If the Dwelling Unit is damaged and conditions hazardous to the life, health, or safety of the Tenant Family exist:

- A. Tenant must immediately notify the Landlord of the damage.
- B. The Landlord is responsible for repairing the unit within a reasonable period after receiving notice of the damage. If the Tenant Family or its guests caused the damage, the Landlord will charge the reasonable cost of the repairs to Tenant.
- C. The Tenant Family will be offered a replacement Dwelling Unit, if available, when the Landlord is unable to complete repairs within a reasonable time. The Tenant Family must accept any replacement unit offered by the Landlord. If, however, Tenant Family or guests caused the hazardous condition, the Landlord will not offer a replacement Dwelling Unit.
- D. In the event the repairs cannot be completed in a reasonable time, and alternative accommodations are not available, rent will be abated in proportion to the seriousness of the damage and loss in value as a dwelling. If Tenant rejected alternative accommodations or the Tenant Family or guests caused the damage, abatement of rent will not occur.

XIII. Move-in and Move-out Inspections.

- A. Move-in Inspection. The Landlord and the Head of Household will inspect the Dwelling Unit prior to occupancy by Tenant. The Landlord will give Tenant a written statement of the condition of the Dwelling Unit, both inside and outside, and note any equipment provided with the unit. The Landlord and Tenant will sign the statement. The Landlord will retain a copy of the statement in Tenant's folder. The Landlord will correct any deficiencies noted on the inspection report, at no charge to Tenant.
- B. Move-out Inspection. When Tenant vacates, the Landlord will inspect the unit and give Tenant a written statement of the repair charges, if any, for which Tenant is responsible. A representative of the Tenant Family may join in such inspection.

XIV. Entry of Premises During Tenancy.

- A. Tenant agrees to permit the Authority's authorized agent, employee, or contractor to enter Tenant's dwelling during reasonable hours for routine maintenance (9:00 A.M. to 6:00 P.M.); for Tenant requested maintenance (8:00 A.M. to 8:00 P.M.); and also during reasonable hours upon forty-eight (48) hours' notice for making improvements or other repairs, inspecting the unit, or showing the unit for re-leasing.
- B. The Landlord will give Tenant at least 48 hours' notice that the Authority intends to enter the Dwelling Unit whenever possible. Advance notice may not be possible in the case of emergencies. When Tenant calls to request maintenance on the Dwelling Unit, the Landlord will attempt to provide such maintenance at a time convenient to Tenant, however, the Landlord will not provide prior notice for work which has been requested by the Tenant. In the event an adult member of the household is not present at the time of entry, the Authority will leave a written statement prior to leaving specifying the date, time and purpose of the entry.

XV. Notice Procedures.

- A. Notices to the Landlord. Any notice to the Landlord must be in writing, delivered to the Project Office or to the Landlord's main office, or sent by prepaid first-class mail, addressed as follows: Housing Authority of the City of Spartanburg, PO BOX 2828, Spartanburg, SC 29304.
- B. Notices to Tenant. Notice to the Tenant Family will be in writing, delivered to any adult member of the Tenant Family, or sent by first-class mail addressed to Tenant. If Tenant is visually impaired, all notices will be in an accessible format.

XVI. Termination of the Lease:

- A. Termination by Tenant. Tenant may terminate this Lease by giving thirty (30) day’s written notice to theLandlord. Tenant will be responsible for returning the keys to the unit upon vacating. Failure to return the keys and arrange for a move-out inspection may result in rent continuing to be charged to the Tenant.
- B. Termination by the Authority. The Landlord may terminate this Lease only for serious or repeated violations such as failure to make payments due under the lease, failure to fulfill household obligations or for other good cause as listed in Sections VII, VIII and IX. . Other good cause includes but is not limited to:
 - 1. Engaging in criminal activity.
 - 2. Engaging in alcohol abuse that is determined to be detrimental or harmful to other residents or to their right to peaceful enjoyment of the premises.
 - 3. Registration as a sex offender during tenancy.
 - 4. Discovery of facts after admission that made the Tenant ineligible.
 - 5. Discovery of material false statements or fraud in connection with an application or with reexamination of income.
 - 6. Failure of a family member to comply with the community service requirements contained in the Landlord’s community service policy.
 - 7. Failure to permit access to the unit after proper advance notification for the purpose of performing routine inspections, making improvements, or showing the dwelling unit for re-leasing, and failure to permit access without advance notice if there is reasonable cause to believe that an emergency exists.
 - 8. Changing of locks on the Dwelling Unit to prohibit necessary and reasonable access by the Landlord.
 - 9. Failure to report any changes in family composition or income.
 - 10. Failure to provide by Policies established by the Landlord as posted in the Project Office and made a part of this Lease through attachment.
 - 11. Failure to honor the terms and conditions of any payment agreement executed with the Landlord.
 - 12. Harboring a fugitive.
 - 13. Abusive, threatening or violent behavior, either verbal or physical, toward other residents or Landlord staff.
 - 14. Failure to execute a lease revision after written notice of at least 60 days before the lease revision is to take effect and specifying a reasonable time limit for acceptance by Tenant.
 - 15. Any other grounds for termination set forth in Parts VII, VIII, and IX of this Lease.

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant solely on the basis of “criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is, engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant, if the tenant or affiliated individual is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking [FR Notice 8/6/13].

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

- C. Notice Requirements. The Landlord will give advance written notice of the proposed termination of the Lease as follows:
 - 1. 14 days for failure to pay rent;
 - 2. A reasonable time, but not to exceed thirty days, considering the seriousness of the situation.
 - 3. In the case of drug-related or violent crime, a reasonable time based upon consideration of the seriousness of the offense and the likelihood of danger to the community. In these cases, no grievance process is available or applicable in accordance with the Authority’s grievance procedure and applicable federal law.
- D. Contents of Notice. The notice of termination to Tenant will state specific reasons for the termination, inform the Tenant of his/her right to make a reply and advise the Tenant of the right to examine Landlord documents relevant to the termination, or to have any representation the Tenant may choose at the Tenant’s expense.

The notice to vacate will conform to Federal and State Law. The notice shall also inform the Tenant of their right to request a hearing in accordance with the Grievance Procedure and the applicable time allowed for the request.

In the event the termination is due to the violent or drug-related crime, the Landlord shall notify the Tenant that it has excluded such offenses from its grievance procedure in accordance with Landlord’s written grievance procedure and applicable federal law. The notice shall inform the Tenant that no grievance procedure is available.
- E. In evicting for criminal activity, the Landlord has discretion to consider all of the circumstances of the case including, the seriousness of the offense, the participation by or awareness of family members, and the effects that the eviction would

have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Landlord may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program before he or she is allowed to reside in the unit.

- XVII. Amendment.** Neither party may amend the terms of this Lease except in writing signed by the Landlord and every adult in the Tenant Family. The Tenant Family agrees to cooperate and sign any amendment to this lease upon request. The attachments containing rules and regulations applicable to the Tenant Family are provided as a matter of information but are subject to modification from time to time at the sole discretion of the Landlord.
- XVIII. Waiver.** No delay or failure by the Landlord in exercising any right under this Lease will result in a future waiver of that or any other right.

ATTACHMENTS: If indicated by an (X) below, the Authority has provided the Tenant Family with the following attachments:

- ☐ Utility Allowance

☐ Move-in Inspection Report

☐ Grievance Procedure

☐ Lead Disclosure Addendum

☐ VAWA

☐ HUD Form 5382

☐ Pet Policy

☐ Housekeeping Standards

☐ What You Should Know About EIV

☐ Pest Control Policy

☐ Complex Information & Rules Attachment

☐ Pre-Authorized Payment
- ☐ HUD Form 52675

☐ Standard Maintenance Charges

☐ Lead Hazard Information Pamphlet

☐ Community Service Policy

☐ Smoke Free Policy

☐ Rent Selection Form

☐ HUD Form 92006

☐ Vehicle & Parking Policy

☐ Minimum Rent Hardship Policy

☐ Reasonable Accommodation Process

☐ Bed Bug Policy

☐ Other_____

The Tenant Family agrees that all the provisions of this Lease and all attachments have been received [and](#) reviewed with the Landlord and are understood. We agree to be bound by the terms and conditions as written. We acknowledge that a copy of this Lease and all attachments have been received and thoroughly explained to us.

HEAD OF HOUSEHOLD

DATE

CO-TENANT:

DATE

CO-TENANT:

DATE

COMMUNITY MANAGER/OCCUPANCY

DATE

CERTIFICATION WARNING! Title 18, Section 1001 of the US Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the U.S. Government.

I, _____, as Head of Household certify that I, and the other members of the Tenant Family, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Landlord before execution of this Lease, or before the Landlord approval for occupancy of the unit by the Tenant Family.

I have not failed to report any change of status regarding household composition and income in connection with any Federally Assisted Housing Program.

I further certify that all information or documentation submitted to the Landlord by me or other members of the Tenant Family in connection with any federal housing assistance program are true and complete to the best of my knowledge and belief.

Signature of Head of Household

Date

Signature of Co-Tenant

Date



COMMUNITY POLICIES AND RULES

- 1) Community Orientation Sessions;
 - a) New residents must attend a Community Orientation Session within the first 60 days of occupancy. Community Orientation Session dates and times will be posted in Property Management Offices.
- 2) Rental Collection:
 - a) **Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.**
 - b) A late fee of ~~\$45~~\$25.00 will be added on the 5th of the month.
 - a) Also on the 5th day of the month a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.
 - b) This will serve as a notice to the resident that they will have fourteen days to pay the rental payment in full before a Writ of Ejectment will be filed with the Spartanburg County Magistrate Court. At which time ~~any~~any ~~\$45 court~~Court associated cost will be applied to the rental account. When a court date is awarded, the resident will only be allowed to pay in full all amounts owed.
 - c) Repeated late payments (four within a twelve month period) are a serious and repeated violation of ~~this~~the Lease and will result in termination of ~~this~~the Lease by the Landlord.
- 3) Office Hours:
 - a) The management office will have all office hours posted on site. The office phone number is (864)-
_____.
- 4) Maintenance Request:
 - a) During business hours, you must report work orders to your management office. You may call the EMERGENCY work order line at (864) 598-6128 only for emergency service requests after 5:00 PM, Monday thru Friday and anytime on weekends and holidays. The emergency line is for true EMERGENCIES only.
- 5) Emergency calls:
 - a) The following are considered emergencies:
 - i) No heat
 - ii) No Electricity
 - iii) Gas Leaks or Smell of Gas
 - iv) Flooding of your apartment
 - v) Fire
 - vi) Carbon Monoxide Presence
 - vii) Total Stoppage of the plumbing drain system when there is only one toilet or drain
- 6) Storage:
 - a) Resident agrees not to store anything in violation of any statute, regulation, or city ordinance.
 - b) This includes but is not limited to storage of explosives or highly flammable materials or goods or any environmentally hazardous substances or materials or equipment.
 - c) This provision includes charcoal lighter fluid any type of equipment with a gasoline motor, ie: mopeds, dirt bikes and lawn mowers.
 - d) This provision includes storage of such items inside of dwelling units, hallway, breezeway or garage.
- 7) Noise Levels:
 - a) Be considerate of your neighbors and reduce the volume of your stereo, television set, radio, or other musical instrument after 10:00 PM so that the noise from your apartment will not disturb your neighbors. No loud parties, blaring automobile systems, televisions, stereos, etc., will be permitted at any time on the premises or common areas.
- 8) Conduct:
 - a) Resident ~~is to conduct himself~~ and his guests (guests include any person in the apartment or on the premises with resident's consent) are to conduct themselves in such a manner that other Resident's peaceful and quiet enjoyment of the premises is not disturbed and to assure that actions are not offensive, noisy, dangerous, or disruptive to the rights, privileges and welfare of other Residents and persons. Resident is responsible for actions of his guests while on the premises.
- 9) Laundry:
 - a) Laundry or other articles shall NOT be hung for any purpose from the outside of Resident's apartment or on the inside across doors or stairways, and shall not to be hung or draped over ceiling fans or over air vents.
 - b) "Outside" shall include HVAC units or cages, balconies and patios of Resident's apartment.

- c) Clotheslines, other than those provided by Management, shall NOT be erected or used at anytime.
- 10) Window Coverings:
- a) Drapes; blinds or window coverings provided by management shall NOT be removed without prior written approval. Any other draperies or other window coverings must be white or lined in white so only white may be seen from outside your apartment.
 - b) Residents are required to use and properly install appropriate window coverings such as blinds, shades, drapes or curtains to establish a uniform neat appearance.
 - c) Bedspreads, sheets, or other items which are not normally utilized as window coverings are not allowed.
- 11) Plumbing
- a) Use toilets, sinks, tubs, drains, and other plumbing fixtures only for the purpose for which it was intended.
 - b) Please do NOT put grease in commodes or drains; it will stop up the sewer line.
 - c) Please report promptly to Management, any leaking faucets or plumbing fixtures or anything that requires immediate attention.
- 12) Physical or Verbal Abuse:
- a) No Resident, family member or guest of a Resident, shall verbally or physically abuse the Manager or any other employee of [Management-SHA](#) at any time.
 - b) Violation of this policy is grounds for immediate termination of your lease.
- 13) Children:
- a) Residents are responsible for the appropriate supervision of minor children and guests.
 - b) Residents should refrain from leaving toys, bicycles, or other personal property in a public area or on access areas when not in actual use.
 - c) For safety reasons, rollerblading, skating, riding bikes, or other wheeled equipment is not permitted in garages, parking areas, or sidewalks or other walkway.
 - d) Residents and their children are asked to respect and take care to preserve and protect all trees, shrubbery, plantings, or other portions of the common areas, including any graveled areas, landscaping woodchips, etc.
 - e) Climbing on trees or bushes, sitting on fences, removing decorative stone, or any other landscaping material, climbing on garages, or throwing anything on roofs is prohibited.
- 14) Balconies/Patios/[Breezeways](#):
- a) Balconies or patios may not be used for storage or hanging clothes.
 - b) No carpeting of balconies/patios is allowed unless approved by Management.
 - c) In accordance with local laws and safety concerns, no grilling, cooking or any open flame is permitted on balconies, patios or garages.
 - d) It is not permitted to run electric cords from the apartment to a balcony or patio area.
 - e) Bird feeders and feeding of other animals are prohibited.
 - f) Plants are permitted but Residents are expected to put protection under plants to prevent water or dirt from staining the balcony or patio area or leaking to any other balcony or patio area.
 - i) Residents will be responsible for any water or material falling from a balcony area or damage done to a balcony or patio.
 - ii) Care should be taken with pots to use natural dirt and planting material that is not flammable.
 - iii) Some fertilizers and potting material are combustible when placed in heat or sun and should not be used in the balcony or patio area.
- 15) Keys:
- a) Additional keys will be provided at a charge of ~~\$45~~[\\$12.50](#) per key (garage, laundry, dwelling unit, and mailbox) if a Resident request.
 - b) If the Resident requests their apartment lock to be changed, there is a charge of \$50.00 which includes two keys.
 - c) If the Resident loses a key so that it is necessary to change locks, the charges for changing locks and new keys are to be paid by Resident at the time of the next full month rental cycle.

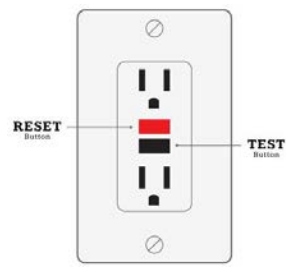
If you lock yourself out of your apartment or lose your key during regular business hours, you will be charged a service charge of \$15.00 plus the cost of new key and any materials required to make any necessary repairs. You must provide identification as proof that you are a resident of the apartment. Without identification you will not be granted access to the apartment.
 - d) If you lock yourself out of your apartment or lose your key outside of regular business hours, you must ~~call a locksmith~~[call the emergency line](#). You are responsible for ~~the charge of the locksmith the afterhours labor at a rate of \$20.00 per hour for a one hour minimum and the lock out at a rate of \$15.00. Management or maintenance staff will NOT respond to afterhours calls for lock outs.~~
- 16) Trespass Notice Program:
- a) Residents are expected to honor the Public Safety Officers Trespass Notice Program by reporting any and all suspicious persons who do not live in your community.
 - b) SHA reserves the right to restrict guests on SHA properties.
- 17) Satellite Dishes:
- a) Satellite Dishes installation is prohibited by the Spartanburg Housing Authority on the structure or premises of Spartanburg Housing Authority without prior written approval.
 - b) Any unapproved dish or any dish that is improperly installed or fails to remain properly installed will be removed and charges assessed the resident.

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- c)
- 18) Air Conditioners:
 - a) Installation of window air conditioners requires pre-approval by Spartanburg Housing Authority.
 - b) Installation must be completed in professional manner and must be inspected to ensure compliance with good workmanship manner.
 - c) Removal and damage charges will be assessed to residents.
 - d) Window units will not be allowed in sites where central A/C is available.
- 19) Excessive Utility Usage:
 - a) Meter readings are recorded such that the reading is for the previous month and payment is due on the rent statement two (2) months following the reading; for example, utilities used in December will be reflected as amount due on the March Rent Statement.
- 20) Trash and Debris:
 - a) Community shall be kept in a clean, safe and sanitary condition.
 - b) You are responsible for the exterior of your apartment including the front and rear areas.
 - c) The community is to remain free of trash and debris.
 - d) Cooking grease is not to be disposed of down drains or outside of windows or the dwelling unit.
 - e) No indoor furnishings are allowed on the outside of the apartment.
 - f) Do not discard garbage or objects of any kind on the grounds, parking lots or around the dumpster area.
 - g) Large items are to be placed inside the dumpster enclosure closest to your apartment.
 - h) _____ A fee of \$50.00 will charged if trash is found on the grounds with your name or address.
 - i) Remember, you are also responsible for the actions of your guests.
- 21) Trash Dumpsters and Roll-Out Carts
 - a) Dumpsters are for the sole usage of community residents only.
 - b) The following items ARE NOT to be placed in the dumpsters: dirt, leaves, shrubbery clippings, construction material; car parts; batteries; tires; furniture; appliances.
 - c) It is resident's responsibility to have the roll-out carts and/or recycle bins placed curbside on the day of pick up and removed no later than noon on the following day.
- 22) Water Beds:
 - a) Waterbeds are prohibited in Spartanburg Housing Authority units due to load factors and potential water damage. Under no circumstances are waterbeds permitted.
- 23) Tenant Lockout Procedures: In the event you are locked out of your apartment; (1) you must contact Maintenance Dispatch (after-hours will be forwarded to answering service for dispatch). (2) You must provide identification as proof that you are a resident of the apartment; without identification, you will not be granted access to the apartment. (3) You will be charged a minimum service charge of \$15 during normal business hours and an additional \$20 per hour for a minimum of one hour afterhours plus the cost of any materials; ~~for lock-out calls during the normal work hours and \$45.00 for after-hours calls; plus the cost of material to make any necessary repairs.~~
- 24) Tampering with Smoke Detectors:
 - a) The Housing Authority has installed and maintains smoke detectors in each apartment for the safety of residents.
 - b) It is considered a serious violation of the lease to remove or disable the smoke detector.
 - c) Any Resident who is found to have tampered with the smoke detector will be issued a written warning on the first instance. A second offence is ~~\$250.00~~, and a third offence will result in a ~~charge of \$50.00~~ lease termination.
 - d) ~~Any subsequent violation will be subject in the issuance of an Eviction Notice.~~
- 25) Sprinkler Heads:
 - a) Residents of Archibald Rutledge Apartments shall not place any items in the vicinity of the sprinkler system heads that might impair the effectiveness of these devices.
- 26) Elderly/Disabled Services:
 - a) In the event that you have special needs, request a referral for assessment from the Spartanburg Housing Authority Services Coordinator.
 - b) If you are in need of reasonable accommodation, as a result of a disability, please notify SHA management; In some cases, documentation from a physician or other acceptable sources may be required.
- 27) Illegal Parking:
 - a) Under no circumstances may resident vehicles or visitor vehicles be parked in any areas other than paved areas designated for parking.
 - b) Residents may be assigned parking permits that must be affixed to cars registered to the residents.
 - c) Parking of vehicles on lawn areas is strictly prohibited and violators may be ticketed or towed.
 - d) Repeated violations may result in the termination of the lease.
 - e) Abandoned , inoperable, unregistered, or derelict vehicles may not be parked on Housing Authority property.
 - f) Towing of such vehicles will be accomplished in accordance with South Carolina Statue Section 56-5- 5850.
- Page 22

- 28) Vacating of Units:
- a) You are required to provide 30-day NOTICE OF INTENT TO VACATE prior to moving.
 - b) Keys must be returned to the Community Manager to avoid additional rent charges.
- 29) Smoking:
- a) In accordance with HUD regulations, the Housing Authority of City of Spartanburg (SHA) has adopted a smoke-free policy for all public housing sites. The policies are effective as of July 30, 2018.
 - b) The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, [vape, e-cigarette](#) or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.
 - c) Residents are responsible for ensuring that household members and guests comply with this rule.
- 30) Pet Policy:
- a) Residents are to refrain from keeping, maintaining, or harboring any animal in the Dwelling Unit except according to the Authority’s Pet Policy.
 - b) Failure to properly dispose of pet waste will result in progressive fines. Continued violation of proper disposal of pet waste may result in the termination of the lease.
- 31) Elevators:
- a) Elevators are to be used for personal transportation only from floor to floor.
 - b) Do not use elevators in case of fire and severe weather
- 32) Ground Fault Circuit Interrupters (GFCI):
- a) Your apartment may be equipped with GFCI receptacles in the bathrooms and kitchen. These are special receptacles designed to protect you from electrical shocks. Short circuits may occur when you have a defective appliance or if you accidentally drop a device like a curling iron or hair dryer into a sink or bathtub filled with water. While you should never use any electrical appliance around water, this device may save your life if an accident occurs. The GFCI receptacle in your bathroom or kitchen will look similar to the drawing below.
 - b) To test your GFCI, press in on the TEST button. Sometimes this is colored red. The RESET button should pop out. Next, push the RESET button back in. If it does not, call the work order desk [at 598-6128](#) to request a repair. There is no charge for this repair.
 - c) If you are using the receptacle and the power goes off, check the RESET button to see if it has popped out. If it has, unplug the appliance you are using and press the RESET button. If the RESET button stays in, replug the appliance and turn it on. If the appliance works, then you may have had a momentary power problem that caused the GFCI to trip. If the appliance does not work, after pressing the RESET, or if the GFCI trips again, notify the work order desk. **DO NOT USE THE RECEPTACLE OR APPLIANCE UNTIL IT HAS BEEN CHECKED BY THE MAINTENANCE DEPARTMENT.**





Information Item

Evaluation Timeframe for the CEO

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

Tuesday, June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Evaluation Timeframe for the CEO
Information Item**

CONTACT PERSON:

Matthew Myers
Board Chair

SUMMARY:

The performance of the CEO of the Spartanburg Housing Authority will be evaluated on annual basis. Currently, per agreement, the evaluation should be completed by May of each year; however, that timeframe is not optimal due to SHA's fiscal year end.

It has been recommended by the CEO that the Board of Commissioners perform the annual evaluation in August. This would allow the Board to provide performance feedback and discuss goals for the next fiscal year before the staff finalize their performance goals/individual work plans in September as directed by the CEO in preparation for a new fiscal year that begins the first of October. Feedback provided by the Board to the CEO may impact a staff level performance objective.

The annual budget process is near conclusion by this time; therefore, the timeframe aligns with the budget process to ensure that we have the necessary funds to aid in achieving the established goals for the next fiscal year. If budget adjustments are needed, revisions can be made before the budget is set for the next fiscal year.

This change will become effective this year (2020).



Action Item & Resolution 2020-11

**Approval of the U.S.
Department of Housing and
Urban Development (HUD)
5-Year and Annual Public
Housing Authority Plan**

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of Annual and Five-Year Plan
Resolution 2020-11**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution 2020-11, to allow the CEO to approve and adopt the Public Housing Authority (PHA) plan which was made available during the public comment period. Upon approval and execution of all appropriate documents, the CEO will submit the plan to the U.S. Department of Housing and Urban Development (HUD) by the July 18, 2020 deadline.

CONTACT PERSON:

Jessica M. Holcomb
Deputy Director of Asset Management and Special Projects
864-598-6023

SUMMARY:

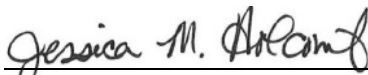
PHAs must update the Five-Year Plan and submit Annual Plan for the year Capital Funds will be utilized. The plan is prepared by staff and provided to the Resident Advisory Board (RAB) as well as to the public through public notice and public hearing. The RAB meeting was held via zoom on Wednesday, April 15, 2020 and a Public Hearing was held via zoom on Monday, June 15, 2020. comments from both were incorporated into the Annual Plan submission and a final draft provided to the Board for approval during the June meeting. The plan identifies what projects the Spartanburg Housing Authority (SHA) will complete with Capital Grant funds for the next year and provides a Five-Year plan.

FINANCIAL CONSIDERATIONS:

The Plan incorporates 2020 Capital Funding and status reports on all open Capital Fund programs and the 5-Year Plan for Capital Funds.

POLICY CONSIDERATIONS:

The Plan was completed and provided for review in accordance with HUD regulations.

Respectfully Submitted, 

Jessica M. Holcomb
Deputy Director of Asset Management and Special Projects

RESOLUTION NO. 2020-11

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
June 23, 2020**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended the Board of Commissioners of the Housing Authority of the City of Spartanburg, South Carolina adopt Resolution No. 2020-11, to allow the CEO to approve and adopt the Annual and Five-Year Plan for the Spartanburg Housing Authority.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-11

DATE ADOPTED: June 23, 2020



Action Item & Resolution 2020-12

Approval of the Spartanburg Housing Authority's Admissions and Continued Occupancy Policy (ACOP)

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Housing Authority of the City of Spartanburg
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Spartanburg Housing Authority's Admissions and Continued
Occupancy Policy (ACOP)
Resolution 2020-12**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution 2020-12, to allow the CEO to approve and adopt the updated Spartanburg Housing Authority's Admissions and Continued Occupancy Policy (ACOP).

CONTACT PERSON:

Jessica M. Holcomb
Deputy Director of Asset Management and Special Projects
864-598-6023

SUMMARY:

The ACOP is the Public Housing Authority's (PHA) written statement of policies used to carry out the housing program in accordance with federal law and regulations, and U.S. Department of Housing and Urban Development (HUD) requirements. The ACOP is required by HUD and it must be available for public review [CFR 24 Part 903]. The ACOP also contains policies that support the objectives contained in the PHA's Agency Plan.

All issues related to public housing not addressed in the ACOP are governed by federal regulations, HUD handbooks and guidebooks, notices and applicable state and local laws. The policies in the ACOP have been designed to ensure compliance with the consolidated Annual Contributions Contract (ACC) and all HUD-approved applications for program funding. The PHA is responsible for complying with all changes in HUD regulations pertaining to public housing. If such changes conflict with this plan, HUD regulations will have precedence.

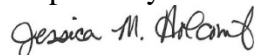
FINANCIAL CONSIDERATIONS:

None

POLICY CONSIDERATIONS:

The PHA will revise this ACOP as needed to comply with changes in HUD regulations. The original policy and any changes must be approved by the Board of Commissioners of the PHA, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

Respectfully Submitted,



Jessica M. Holcomb, Deputy Director of Asset Management and Special Projects

RESOLUTION NO. 2020-12

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
June 23, 2020**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-12, to allow the CEO to approve and adopt the updated the Spartanburg Housing Authority's Admissions and Continued Occupancy Policy (ACOP).

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-12

DATE ADOPTED: June 23, 2020

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[illegible]

Chapter 14: GRIEVANCES AND APPEALS	<p>14-III.C. APPLICABILITY (24 CFR 966.51) SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises 	<p>•they criminal activity that resulted in felony conviction of a household member</p> <p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises <p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 14: GRIEVANCES AND APPEALS	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises 	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 15: Program Integrity Chapter 16: Program Administration	<p>Prohibited Activities</p> <p>Part VI: Respite and Record Keeping for Children with Environmental Intervention Blood Lead Level.</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 16: Program Administration	<p>Establishing Flat Rent 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).</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 16: Program Administration	<p>16-V.B. RECORD RETENTION</p> <p>SHA Policy</p> <p>During the term of each public housing tenancy, and for at least four years thereafter, the SHA will keep all documents related to a family's eligibility, tenancy, and termination.</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 16: Program Administration	<p>Notification to Applicants and Tenants (24 CFR 5.2005(a)(3)) N/A</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 16: Program Administration	<p>16-V.D. DOCUMENTATION (24 CFR 5.2007) (1) (A) completed and signed HUD-approved certification form (HUD-5382, 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.</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises
Chapter 16: Program Administration Chapter 16: Program Administration	<p>Conflicting Documentation (24 CFR 5.2007(c))</p> <p>Decision to Rescind No Formal Documentation (24 CFR 5.2007(d))</p>	<p>SHA Policy</p> <p>The SHA is located in a due process state; therefore SHA will not offer grievance hearings for lease terminations involving:</p> <ul style="list-style-type: none"> •they criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the SHA •they violent or drug-related criminal activity on or off each premises



Action Item & Resolution 2020-13

Approval of the Housing Choice Voucher (HCV) Program Administrative Plan

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Spartanburg Housing Authority's Housing Choice Voucher (HCV)
Administrative Plan
Resolution No. 2020-13**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution 2020-13, approving the Spartanburg Housing Authority's (SHA) Housing Choice Voucher (HCV) Administrative Plan.

CONTACT PERSON:

Tiffany Askew
Deputy Director of Leased Housing
864-598-6053

SUMMARY:

The U.S. Department of Housing and Urban Development (HUD) requires the Housing Choice Voucher (HCV) Program operate within the guidelines of an Administrative Plan which contains the HUD regulatory requirements for administering the program. Further contained within the Administrative Plan are areas that are discretionary to the individual Housing Authority. The discretionary portions of the plan allow the PHA to achieve intended goals within the program. The PHA must review the plan and recommend changes based on growth and development of the program.

BACKGROUND:


The last update to the Administrative Plan for HCV was February 2020.

FINANCIAL CONSIDERATIONS:

None

POLICY CONSIDERATIONS:

None

Respectfully Submitted, 
Tiffany Askew, HCV Program Administrator
Spartanburg Housing Authority

RESOLUTION NO. 2020-13

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
June 23, 2020**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-13, approving the Housing Choice Voucher (HCV) Program Administrative Plan for the Spartanburg Housing Authority.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-13

DATE ADOPTED: June 23, 2020

**Spartanburg Housing Authority
Administrative Plan Revision 2020**

COMPARISON

Section	Current	Revision
	Chapter 1 Overview	None
	Chapter 2 Fair Housing	
2-I.B. NONDISCRIMINATION p. 2-4		<ul style="list-style-type: none"> <u>Subject anyone to sexual harassment.</u>
	Chapter 3 Eligibility	
		None
	Chapter 4 Applications, Waiting List and Tenant Selection	
4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204] p.4-10	The family's response must be in writing and may be delivered in person, by mail, or by fax.	The family's response must be in writing and may be delivered in person or by mail.
	If the family fails to respond to the mail request, the family will be removed from the waiting list without further notice.	If the family fails to respond to the mail or email request, the family will be removed from the waiting list without further notice.
p.4-10	Add	SHA will not reinstate a family to the waiting list after 30 days from the deadline date.

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Local Preferences [24 CFR 982.207; HCV p. 4-16] p.4-14	Add	7. Victims of domestic violence, dating violence, sexual assault, and stalking (5 Points)
4-III.D. NOTIFICATION OF SELECTION p.4-16	as well as to any known alternate address.	Remove
	Chapter 5 Briefings and Voucher Issuance	
		None
	Chapter 6 Income and Subsidy Determinations	
6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME p.6-34	Add	(aa) Distributions from an ABLÉ account, and actual or imputed interest on the ABLÉ account balance.
	Chapter 7 Verifications	
7-I.C. UP-FRONT INCOME VERIFICATION (UIV)	Add	Added IVT Income Validation Tool information.
	Chapter 8 Housing Quality Standards and Rent Reasonableness Determinations	
		None

	Chapter 9 General Leasing Policies	
	Add	By email where needed.
	Chapter 10 Moving with Continued Assistance and Portability	
10-I.C. MOVING PROCESS p. 10-6	Add	<p><u>Zero HAP Families Who Wish to Move [24 CFR 982.455]</u></p> <p><u>A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The PHA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the PHA determines no subsidy would be paid at the new unit, the PHA may refuse to enter into a HAP contract on behalf of the family.</u></p> <p><u>SHA Policy</u></p> <p><u>If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the PHA will not enter into a HAP contract on behalf of the family for the new unit.</u></p>
	Chapter 11 Re- Examinations	
11-II.D. PROCESSING THE INTERIM REEXAMINATION p.11-2	The family may notify the SHA of changes either orally or in writing. If the family provides oral notice, the SHA will require the family to submit the changes in writing.	The family must notify the SHA of changes in writing.
	Chapter 12 Termination of Assistance and Tenancy	
EXHIBIT 12-1: STATEMENT	Add	police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

OF FAMILY OBLIGATIONS		
	Chapter 13 Owners	
		None
	Chapter 14 Program Integrity	
		None
	Chapter 15 Special Housing Types	
		None
	Chapter 16 Program Administration	
16-IL.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7] p.16-7	Add	Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01] PHAs that administer vouchers in a metropolitan area where the adoption of small area FMRs (SAFMRs) is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas. SHA Policy The SHA will not voluntarily adopt the use of SAFMRs.
	Chapter 17 Project Based Vouchers	
		Revised Entire Chapter to remove RAD information
	Chapter 18 Project Based Vouchers Under the Rental Assistance Demonstration Program	Add this chapter to include RAD and all updated information



Action Item & Resolution 2020-14

Approval of the Victoria Gardens Apartments Moving Services

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Victoria Gardens Apartments (VGA) Moving Services
Resolution 2020-14**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-14, approving the CEO to award multiple contracts for VGA Moving Services to College Hunks and The Valet, LLC, in the amount not to exceed \$85,000 each.

CONTACT PERSON:

Nathan Bragg
Procurement and Special Project Representative
864-598-6035

SUMMARY:

The residents of Victoria Gardens Apartments must be relocated during the rehabilitation of this development. The project requires temporary relocation of 73 tenants over the course of seventeen months. This relocation requires a moving company that can physically relocate residents per the direction of the Relocation Coordinator (The Delck Group). A Request for Proposals (RFP) was published on May 15, 2020 to procure these services and extended to June 16, 2020. The solicitation was advertised in the local newspaper and local area moving vendors were contacted through direct e-mail.

Two (2) proposals were submitted by the following companies: College Hunks and, The Valet, LLC. A determination to award both vendors was made based on the necessary needs for Victoria Gardens Apartments moving services. Having both vendors under contract allows flexibility for the Agency to move multiple residents when needed. The proposal amount shown below reflects the moving expenses and does include other unknown expenses that might occur. These unknown expenses might include packing for some residents, boxes, other moving cost associated with the physical move. The Agency anticipates the not to exceed amount of \$85,000 to efficiently handle these unknown expenses by both contractors.

Company	Proposal Amount
College Hunks	\$61,670
The Valet, LLC	\$58,025

BACKGROUND:

The substantial rehabilitation of Victoria Gardens requires that each tenant be relocated during


construction. The physical move will take place in a phased approach over an estimated period of 18 months with a tentative start date of July 2020 and completion scheduled for December 2021. Both awarded moving contractors will work directly with Delck Group LLC Relocation Coordinator to relocate Victoria Garden's residents.

FINANCIAL CONSIDERATIONS:

SHA has budgeted for this expense through the 2019 Capital Fund Program

POLICY CONSIDERATIONS:

This procurement requires Board approval as it exceeds the small purchase threshold limit of \$60,000.

Respectfully Submitted, 
Nathan E. Bragg, Procurement and Special Projects Representative
The Housing Authority of the City of Spartanburg

RESOLUTION NO. 2020-14

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

June 23, 2020

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-14, approving the CEO to award multiple contracts for Victoria Gardens Apartments Moving Services to College Hunks and The Valet, LLC, in the amount not to exceed \$85,000 each.

Matthew Myers, Chair

ATTEST:

SECRETARY

FOR CLERK USE ONLY

RESOLUTION NO. 2020-14

DATE ADOPTED: June 23, 2020



Action Item & Resolution 2020-15

Approval of the Single-Family Home Repairs

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Single-Family Home Repairs
Resolution 2020-15**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-15, approving the CEO to award multiple contracts for Single Family Home Repairs to MP Services , in the amount of \$85,510.00 and Pioneer GC LLC in the amount of \$101,000.

CONTACT PERSON:

Nathan Bragg
Procurement and Special Project Representative
864-598-6035

SUMMARY:

Four (4) of Spartanburg Housing Authority's (SHA) vacant scattered sites are scheduled to be repaired for the purpose of relocating residents resulting from the redevelopment of Victoria Gardens Apartments. Repairs to the four (4) vacant units are to upgrade existing conditions and meet any required codes. A scope of work was published on June 2, 2020 and a Site walkthrough was given on June 9, 2020.

Four bids were submitted by the following companies: Green Earth Partners, MP Services, Pioneer GC, LLC, and TLAQK Construction. TLAQK's lowest bid was later disqualified due to bid error and missing required HUD forms. The next lowest bidder was evaluated for an award starting with lowest qualified bidder MP Services. MP Services did not have capacity after negotiations to repair all four units with the desired six-week period, so the Agency exercised its right to award multiple contracts to the next lowest bidder Pioneer GC LLC. The Agency was seeking general contractors who could provide repair services to the four single family homes at 109 Winterhaven Road, 136 Westover Drive, 266 Pioneer Place, and 511 Crestwood Place. The following are the results of the bidders.

Company	Bid Amount
Green Earth Partners	\$422,085.25
MP Services, LLC	\$169,585.00
Pioneer GC, LLC	\$212,000.00
TLAQK (Disqualified)	\$164,531.00

BACKGROUND:

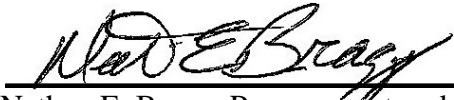
These four (4) single family homes have been selected by the recommendation of staff based on the recent appraisal and the building inspection. These four (4) single family homes will provide necessary housing for residents affected by the Victoria Gardens Apartments rehabilitation starting this summer.

FINANCIAL CONSIDERATIONS:

SHA has budgeted for this expense through the 2018 Capital Fund Program.

POLICY CONSIDERATIONS:

This procurement requires Board approval as it exceeds the small purchase threshold limit of \$60,000.

Respectfully Submitted, 
Nathan E. Bragg, Procurement and Special Projects Representative
The Housing Authority of the City of Spartanburg

RESOLUTION NO. 2020-15

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

June 23, 2020

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners of the Housing Authority of the City of Spartanburg adopt Resolution No. 2020-15, approving the CEO to award multiple contracts for Single Family Home Repairs to MP Services , in the amount of \$85,510.00 and Pioneer GC LLC in the amount of \$101,000.

Matthew Myers, Chair

ATTEST:

SECRETARY

FOR CLERK USE ONLY

RESOLUTION NO. 2020-15

DATE ADOPTED: June 23, 2020



Action Item & Resolution 2020-16

Approval of the Spartanburg Housing Authority's Employee Policy Manual

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Spartanburg Housing Authority's Policy Manual
Resolution 2020-16**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners adopt Resolution No. 2020-16, approving the new Policy Manual for the Spartanburg Housing Authority (SHA).

CONTACT PERSON:

Anna P. Lamy
Executive Assistant & Human Resources Specialist
864-598-6032

SUMMARY:

A policy manual is to provide the rationale and reason, based on federal and state laws, to SHA employees. The policies contained in this manual are a reference tool and source, which provides guidance of the employment standards for the SHA and is available to all employees.

It is good practice to review policies of an organization on a regular basis to determine if any changes are needed. As a result of reviewing the 2018 version of the SHA Employee Guidebook, it was determined that a new version would be the best course of action to ensure compliance with federal, state and local laws, as well as updating procedures of existing policies to be consistent with expert recommended HR practices with the industry.

FINANCIAL CONSIDERATIONS:

The current resolution has no financial considerations.

POLICY CONSIDERATIONS:

A policy manual is the cornerstone for an effective and robust human resources department and employment management system. Establishing strong employee relationships through effective communication and training to an organization's policies sets the tone for which all employees can operate with clear understanding and expectation in the organization. It is the SHA's policy to comply with state and federal laws with respect to its employees. The policies contained in this manual address important federal and state laws for which the SHA must comply. The policy manual will be communicated and acknowledged by all employees. The policy manual will be

referred to when employee relation question or issue arises to maintain consistency in response and action.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Anna P. Lamy', with a stylized, cursive script.

Anna P. Lamy

EA & Human Resources Specialist

RESOLUTION NO. 2020-16

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
June 23, 2020**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners adopt Resolution No. 2020-16, approving the new Policy Manual for the Spartanburg Housing Authority.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-16

DATE ADOPTED: June 23, 2020

Spartanburg Housing Authority Policies **DRAFT**



DISCLAIMER

ALL EMPLOYEES OF THE SPARTANBURG HOUSING AUTHORITY ("SHA" OR "AUTHORITY") ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF THE AUTHORITY'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1) THE TERMS ARE IN WRITING; 2) THE DOCUMENT IS LABELED "CONTRACT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE EXECUTIVE OFFICER.

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SECTION 100: ADMINISTRATIVE & EMPLOYMENT POLICIES

SECTION 100: ADMINISTRATIVE & EMPLOYMENT POLICIES

100: EMPLOYMENT AT-WILL

POLICY

It is the policy of SHA that all employees who do not have an individual employment contract are “at-will,” which means that either SHA or the employee can terminate the employment relationship at any time, with or without cause, and with or without notice.

101: EQUAL OPPORTUNITY EMPLOYMENT

POLICY

The Spartanburg Housing Authority is an equal opportunity employer. It is the policy of SHA that equal employment opportunity will be afforded to all qualified persons without regard to race, color, creed, age, sex, sexual orientation, disabilities, genetic information, gender identity and expression, religion, national origin, veteran's status, or any other characteristic protected by law. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at SHA will be based on qualifications and abilities. This policy is applicable to all aspects of employment, including, but not limited to, hiring, placement, promotions, transfer, layoffs, recalls, compensation, benefits, social and recreational programs, and termination, and shall cover all positions and all employees. This policy and its principles also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies, and any other persons or firms doing business for or with SHA. SHA prohibits discrimination of any type to employees and applicants on the basis of race, color, creed, age, sex, sexual orientation, disabilities, genetic information, gender identity and expression, religion, national origin, veteran's status, or any other characteristic protected by law.

102: EMPLOYMENT CATEGORIES

POLICY

It is the policy of SHA to maintain standard definitions of both employment status and employment classification, providing uniformity and equity in applying personnel policies and benefits. These classifications do not guarantee employment for any specified time period.

103: JOB DESCRIPTIONS

POLICY

It is the policy of SHA to maintain accurate and approved job descriptions for all positions at the Authority.

104: ORIENTATION

POLICY

It is the policy of SHA to provide all new employees with an orientation to the Authority at the start of employment.

105: RECRUITMENT

POLICY

It is the policy of SHA to follow a clear recruiting and selection program in order to identify the most qualified individuals for vacant positions, after first carefully considering current SHA employees.

106: PROBATIONARY PERIOD

POLICY

It is the policy of SHA that the first 180 calendar days of employment for all newly hired employees is considered a probationary period. Also, all employees who are promoted from within SHA will be included in the period. The probationary period provides new employees the opportunity to determine whether SHA is the right fit for them, and it gives SHA the opportunity to evaluate employee capabilities, work habits, and overall performance.

107: PERFORMANCE EVALUATIONS

POLICY

It is the policy of SHA to deliver a fair and equitable performance management process, whereby each employee is evaluated for purposes of development, merit, review, and counseling.

108: CONFLICT OF INTEREST

POLICY

It is the policy of SHA to recognize the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to the Authority's business. However, a policy of full disclosure will be followed to prevent potential conflicts of interest from arising. The Authority does not automatically assume there is a conflict of interest if an employee has a relationship with another organization; however, if the employee has any influence on transactions involving purchases, contracts, or leases, they must tell the Authority as soon as possible in order to establish safeguards and protections. This is to ensure avoidance of personal gain for either the employee or their relatives.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics.

109: NEPOTISM

POLICY

It is the policy of SHA to conduct activities of employment and advancement based on qualifications and merit, and will not discriminate in favor of or in opposition to the employment of close family relatives. However, the Authority aims to ensure that organizational practices do not create situations such as conflict of interest or favoritism based on employment of relatives. This extends to practices that involve employee hiring, promotion, and transfer.

110: WHISTLEBLOWER PROTECTION

POLICY

SHA requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. It is the intent of SHA to adhere to all laws, rules, and regulations that apply to the organization. As employees and representatives of the Authority, it is the policy of SHA to practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. This policy outlines the procedure for an employee to report actions that he or she reasonably believes violate a law, rule, policy, or regulation.

111: EMPLOYEE FILES AND RECORDS

POLICY

It is the policy of SHA to maintain appropriate controls to ensure all forms of employment records are accurate, private, and legally compliant. A personnel record will be kept for each employee. All personnel records will be kept in hard copy or electronically by Human Resources.

112: RECORDS RETENTION

POLICY

It is the policy of SHA to ensure necessary records and documents are adequately protected and maintained. Records that are no longer needed by SHA or are of no value are discarded or destroyed at the appropriate time, in compliance with applicable rules and regulations. The purpose of this policy is to aid SHA employees in understanding obligations for retaining documents, including but not limited to: email, Web files, text files, sound and movie files, PDF documents, and all Microsoft Office or other formatted files.

113: EMERGENCY RESPONSE PLAN

POLICY

It is the policy of SHA to make every attempt to contact employees and appropriately address emergency situations as quickly as possible in the event of a disaster or major business disruption.

114: EMERGENCY CLOSING

POLICY

It is the policy of SHA to have a safe and healthy environment for employees, customers, and visitors.

115: SECURITY INSPECTIONS

POLICY

It is the policy of SHA to maintain a workplace that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials, and to comply with all applicable local, state, and federal laws.

116: EMAIL MANAGEMENT

POLICY

It is the policy of SHA to define the acceptable management and storage of email messages for officers and employees as part of the Authority's Records Retention Program, which is outlined in Policy 112 and details can be obtained from Human Resources.

117: PUBLIC RECORDS

POLICY

It is the policy of SHA that all public records not privileged or protected from disclosure under any applicable law shall be open to review, inspection, and reproduction by the public in accordance with the following policy. Public records include all books, records, papers, accounts, letters, maps, photographs, films, cards, tapes, recordings or reproductions thereof, and any other documentary materials, regardless of physical form or characteristics, having been used, being in use, or prepared, possessed or retained for use in the conduct, transaction, or performance of any business, transaction, work or duty of SHA.

118: WORK PRODUCT OWNERSHIP

POLICY

It is the policy of SHA that The Spartanburg Housing Authority retains legal ownership of the product of employee work.

SECTION 200: WAGE AND HOUR POLICIES

SECTION 200: WAGE AND HOUR POLICIES

200: SALARY ADMINISTRATION

POLICY

It is the policy of SHA to provide a fair and competitive compensation program that attracts, retains, and rewards high-performing employees at all levels. The Authority is also committed to providing a compensation package tied to the accomplishment of individual performance results and the achievement of organizational goals.

201: WORK SCHEDULE

POLICY

It is the policy of SHA to establish a work schedule in compliance with federal and state laws and regulations. As defined by the Federal Fair Labor Standards Act, the workweek is a fixed, regular-recurring period of 7 consecutive 24-hour periods. For the purposes of payroll administration, SHA has established that the workweek begins at 12:00 a.m. on Friday and ends at 11:59 p.m. on the following Thursday.

Full-time employees work 37.5 work hours, Monday through Friday, excluding lunch periods. SHA opens at 8:30 am and closes at 5:00 pm. Standard work hours are 8:30 am to 5:00 pm. Alternative schedules will be at the limited discretion of the supervisor. An employee whose workday is five (5) hours or more shall take a minimum .50 unpaid meal hour and receive .50 paid meal hour, totaling one (1) hour meal break. Employees may not work through a meal or break periods to shorten the normal workday or extend lunch period.

202: ADMINISTRATION OF WORK TIME

POLICY

In order to administer employee pay and benefits and comply with applicable federal and state wage and hour regulations, SHA provides guidelines to accurately record employee's time worked.

203: OVERTIME

POLICY

It is the policy of SHA to provide guidelines for administering overtime pay to comply with applicable federal and state wage and hour regulations. This policy applies to all non-exempt SHA employees.

204: PAYROLL DEDUCTIONS

POLICY

It is the policy of SHA to maintain strict compliance with applicable federal and state wage and hour regulations for certain mandatory deductions from employee paychecks. All deductions from an employee's wages shall be in accordance with applicable law and, when required, the employee's consent.

205: PAYDAY AND PAY CORRECTIONS

POLICY

It is the policy of SHA to comply with all local, state, and federal wage and hour regulations, and to pay employees in a timely and accurate manner.

206: TRAVEL

POLICY

The purpose of this policy is for the Spartanburg Housing Authority to establish travel policies in order to conduct business and advance the training and professionalism of its Employees. The policy also conserves travel funds and allow for adequate means for employees to receive professional development and training opportunities.

Travel for the purpose of attending meetings or conferences of professional or similar association, or for the purpose of training sessions which will be directly beneficial to SHA, and travel necessary for employees to perform the official duties of their positions, shall be considered travel on official SHA's business.

This Travel Policy sets forth a guide to be followed by employees when traveling out-of-town or attending business meetings on behalf of SHA, as well as general mileage reimbursements and use of SHA owned vehicles.

SECTION 300: EMPLOYEE BENEFITS & SERVICES POLICIES

SECTION 300: Employee Benefits & Services Policies

300: PAID TIME OFF (PTO)

POLICY

It is the policy of SHA to offer employees maximum flexibility in utilizing paid time off. Paid Time Off (PTO) may not be used until the employee completes the initial 90-day probationary period. PTO is accrued and can be accumulated up to a maximum of thirty-five (35) days (280 hours).

301: HOLIDAYS

POLICY

It is the policy of SHA to grant paid time-off to observe generally recognized holidays.

302: FAMILY AND MEDICAL LEAVE

POLICY

It is the policy of SHA to grant up to 12 weeks of unpaid leave during a 12-month period for eligible employees, in compliance with the Family and Medical Leave Act (FMLA), a federal entitlement enacted into law in 1993. SHA is considered to be a covered employer under the Act.

303: PAID PERSONAL TIME-OFF

POLICY

It is the policy of SHA to provide a paid, time-off benefit for employees who are temporarily absent from work for limited periods of time due to qualified personal reasons.

304: MILITARY LEAVE

POLICY

It is the policy of SHA to enable employees to receive time away from work to serve in any branch of the military service of the United States of America, and to comply with applicable laws that govern military workers' rights, primarily the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Family and Medical Leave Act (FMLA), and state laws.

305: WORKERS' COMPENSATION

POLICY

It is the policy of SHA to assist employees who have sustained a work-related injury in returning to gainful, productive employment with the Authority.

306: INSURANCE AND RETIREMENT BENEFITS

POLICY

It is the policy of SHA to provide healthcare and other beneficial group insurance policies as a benefit to the Authority employees and to ensure their continued health and well-being. All benefits provided by SHA are described in official documents that are kept on file in Human Resources. These documents are the only official and binding materials concerning the Authority's benefits. All summaries and communications, both written and verbal, must refer to them as binding in cases of questions or disputes.

307: RETIREMENT BENEFITS

POLICY

All regular employees (full time and part time) may participate in the SC State Retirement System retirement plan. Details can be obtained from Human Resources. The Authority will contribute to the Plan for each employee equal to a designated percent of basic compensation (overtime hours are excluded in calculation of retirement benefits).

308: EMPLOYEE TRAINING

POLICY

It is the policy of SHA to support employees in the development of career related knowledge and skills that directly prepare Authority employees for promotional opportunities and career advancement within the organization.

SECTION 400: STANDARDS OF CONDUCT & CORRECTIVE ACTION POLICIES

SECTION 400: STANDARDS OF CONDUCT AND CORRECTIVE ACTION POLICIES

400: STANDARDS OF CONDUCT

POLICY

It is the policy of SHA that certain rules and regulations regarding employee behavior are necessary for the efficient operation of services and for the benefits and safety of all employees. Conduct that interferes with services, discredits the Authority, or is offensive to residents, fellow employees, or the general public will not be tolerated and is subject to disciplinary action, including suspension or termination.

401: CORRECTIVE ACTION

POLICY

It is the policy of SHA to maintain standards of employee conduct and disciplinary practices which will, in the interest of the Authority and its employees, support and promote effective business operations.

402: GRIEVANCES AND APPEALS

POLICY

It is the policy of SHA to provide employees with the opportunity to present their work-related concerns to the management. Employees are encouraged to consult with their supervisors, other members of management, or Human Resources when they have a concern or question about policies or practices of the Authority. SHA will consider each issue received and will attempt to resolve it promptly under the guidelines of this policy.

403: WORKPLACE VIOLENCE PROTECTION

POLICY

It is the policy of SHA to maintain a productive work environment free of violence and the threat of violence. We are committed to the safety of our employees, vendors, customers, and visitors.

404: SOLICITATION AND DISTRIBUTION

POLICY

It is the policy of SHA to ensure a productive work environment. Soliciting by one employee from another is prohibited while either employee is engaged in work time. The Authority prohibits non-employees from soliciting or distributing literature in the workplace at any time for any reason.

405: DRUG-FREE WORKPLACE

POLICY

It is the policy of SHA to prohibit the use, possession, sale, purchase, or transfer of alcoholic beverages or illegal substances at any time on the Authority premises, while on SHA business, or while operating the Authority's vehicles.

406: CRIMINAL BACKGROUND POLICY

POLICY

SHA is committed to protecting the safety and welfare of employees and the general public, preserving SHA property and upholding the reputation and integrity of SHA for the citizens of South Carolina. To this end, the Authority has adopted the following policies regarding criminal screening and screening of driving records.

407: SMOKE-FREE WORKPLACE

POLICY

It is the policy of SHA to establish non-smoking areas in all Authority buildings, including SHA offices and vehicles. In accordance with the City of Spartanburg Ordinance No. Ord. No. 1822, 5-24-93, smoking is prohibited in all facilities owned or operated by The Housing Authority of the City of Spartanburg, South Carolina, except in designated smoking areas or those exempted in the ordinance. Additionally, HUD strongly encouraged Public Housing Agencies (PHAs) and all multifamily housing owners/agents to implement smoke-free policies in all their properties by July 31, 2018. SHA is compliant with this rule.

408: DRESS AND PERSONAL APPEARANCE

POLICY

It is the policy of SHA that all employees are appropriately dressed and present a professional appearance during normal business hours at the Authority.

409: SHA-OWNED EQUIPMENT

POLICY

It is the policy of SHA to provide certain required equipment to enhance employee productivity.

410: TELEPHONE USE

POLICY

It is the policy of SHA to ensure that all Authority communications demonstrate a professional, courteous, and efficient representation of the organization.

411: VISITORS

POLICY

It is the policy of SHA to ensure that only visitors who are properly authorized may be on Authority premises.

412: INFORMATION TECHNOLOGY (IT) USE

POLICY

It is the policy of SHA to provide certain employees with access to electronic computer systems to support Authority goals and objectives. This policy governs all use of the Authority's network, internet/intranet access, and e-mail systems at all SHA locations and offices. The Authority, at its sole discretion, will determine what materials, files, information, software, communications, and other content and/or activity will be permitted or prohibited.

413: VEHICLE USE

POLICY

It is the policy of SHA that all Authority-owned and privately-owned vehicles used for SHA work activities are to be operated in a safe manner consistent with local, state, and federal laws. All officials, employees, and volunteers who use an Authority-owned or privately-owned vehicle for Authority business are required to follow the guidelines set forth below.

Note: If any provision of this policy violates any governing law or regulation, or if any law or regulation applicable to this policy becomes effective after the effective date of this policy, then this policy shall be deemed changed to be in compliance with such governing law or regulation.

414: WORK-RELATED ACCIDENTS, INJURIES, INCIDENT REPORTS

POLICY

It is the policy of SHA to protect the safety and health of all employees and to comply with all applicable local, state, and federal laws in reporting work-related illnesses and injuries.

415: POLITICAL ACTIVITIES

POLICY

It is the policy of SHA to ensure that all employees comport their activities to comply with any and all local, state, and federal regulations that govern protections and prohibitions on political activities.

416: CONFIDENTIALITY OF EMPLOYER INFORMATION

POLICY

It is the policy of SHA to safeguard personal information of employees and residents.

417: MEDIA RELATIONS

POLICY

As a public agency, SHA's programs, activities, and plans are of special interest to the public. It is important to present SHA in a manner that is both accurate and consistent with the Authority's mission. Therefore, it is the Authority's responsibility to provide accurate and consistent information to avoid any misunderstanding, misinterpretation, or confusion.

SECTION 500: EMPLOYEE SEPARATION POLICIES

SECTION 500: EMPLOYEE SEPARATION POLICIES

500: SEPARATIONS

POLICY

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Dismissal** – discharge from employment initiated by the Authority.
- **Elimination of Positions and/or Layoff** – involuntary employment termination initiated by the Authority for non-disciplinary reasons.
- **Retirement** – voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the Authority.

Since employment with SHA is at-will, both the employee and Authority have the right to terminate employment, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner: All accrued, vested benefits that are due and payable at termination will be paid; unless the employee has been discharged for misconduct or disciplinary infractions. Separated employees may be eligible to continue some benefits and will be notified in writing about which benefits they may continue and the limitations and details of how to continue them.

501: EXIT INTERVIEWS

POLICY

It is the policy of SHA that all employees terminating employment from the Authority are asked to participate in an exit interview with Human Resources. The purpose of the interview is to get a departing employee's honest opinions about working at SHA, including insight on what we do well and what needs improvement. It is also important during this process to determine if the employee has any unresolved claims. All employees are encouraged to be honest, candid, and forthright in providing feedback. At this time, SHA will also ensure that departing employees are notified of all wages that are due, as well as information regarding COBRA coverage and other important separation information.

502: RETURN OF PROPERTY

POLICY

It is the policy of SHA that all employees who separate from employment with the Authority are required to return all SHA property.

SECTION 600: EMPLOYEE POLICIES AND PROCEDURES MANUAL ACKNOWLEDGEMENT & APPENDIX

SECTION 600: EMPLOYEE POLICIES AND PROCEDURES MANUAL ACKNOWLEDGMENT & APPENDIX

601: ACKNOWLEDGEMENT OF RECEIPT OF THE EMPLOYEE POLICIES AND PROCEDURES MANUAL

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE RECEIVED A COPY OF THE SPARTANBURG HOUSING AUTHORITY'S EMPLOYEE POLICIES AND PROCEDURES MANUAL. I FURTHER UNDERSTAND THAT MY EMPLOYMENT WITH THE AUTHORITY IS CONSIDERED TO BE AT-WILL. I, OR THE AUTHORITY, HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME FOR ANY REASON, OR FOR NO REASON. AS SUCH, MY EMPLOYMENT DOES NOT HAVE A DEFINITE TERM AND NEITHER THE EMPLOYEE POLICIES AND PROCEDURES MANUAL NOR ANY OTHER POLICY OF THE AUTHORITY, WRITTEN OR ORAL, IS A CONTRACT OF EMPLOYMENT.

I UNDERSTAND AND ACKNOWLEDGE THAT THERE MAY BE CHANGES TO THE INFORMATION, POLICIES, AND BENEFITS IN THE POLICIES AND PROCEDURES MANUAL. THE ONLY EXCEPTION IS THAT SPARTANBURG HOUSING AUTHORITY WILL NOT CHANGE OR CANCEL ITS EMPLOYMENT-AT-WILL POLICY. I UNDERSTAND THAT THE SPARTANBURG HOUSING AUTHORITY MAY ADD NEW POLICIES TO THE POLICIES AND PROCEDURES MANUAL AS WELL AS REPLACE, CHANGE, OR CANCEL EXISTING POLICIES. I UNDERSTAND THAT I WILL BE INFORMED ABOUT ANY POLICIES AND PROCEDURES MANUAL CHANGES AND I UNDERSTAND THAT POLICY CHANGES CAN ONLY BE AUTHORIZED BY THE BOARD OF COMMISSIONERS OF THE SPARTANBURG HOUSING AUTHORITY. PROCEDURES MAY BE ADDED OR CHANGED BY THE CHIEF EXECUTIVE OFFICER.

I ALSO UNDERSTAND THAT IF ANY OF THESE POLICIES ARE UNCLEAR TO ME IN ANY WAY, I AM TO ASK MY SUPERVISOR OR THE EXECUTIVE OFFICE FOR CLARIFICATION. THE AUTHORITY MAY CHANGE, RESCIND, REVISE AND/OR MODIFY ANY POLICIES, BENEFITS OR PRACTICES DESCRIBED HEREIN FROM TIME TO TIME WITHOUT PRIOR NOTICE. ANY POLICY FOUND NOT TO BE IN COMPLIANCE WITH THE CURRENT FEDERAL, STATE, COUNTY OR LOCAL LAWS IS HEREBY AMENDED TO FULLY COMPLY.

I I ACKNOWLEDGE THAT THE AUTHORITY MAY REVIEW, MONITOR, AND DELETE ANY EMAILS, FILES OR DATA I ENTER ON THE AUTHORITY'S COMPUTER SYSTEM OR COMPUTERS AT ANY TIME, WITH OR WITHOUT NOTICE. BY USING THE AUTHORITY'S COMPUTER SYSTEM OR AN AUTHORITY COMPUTER, AND BY SIGNING BELOW, I EXPRESSLY CONSENT TO THE AUTHORITY'S MONITORING AND ACCESS RIGHTS TO ITS COMPUTER SYSTEM AND COMPUTERS.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS POLICIES AND PROCEDURES MANUAL IS NOT A CONTRACT OF EMPLOYMENT OR A LEGAL DOCUMENT. I HAVE RECEIVED THE POLICIES AND PROCEDURES MANUAL AND I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ AND FOLLOW THE POLICIES CONTAINED IN THIS POLICIES AND PROCEDURES MANUAL AND ANY CHANGES MADE TO IT.

Print Name: _____

Signature: _____

Date: _____

602: POLICY AND COMPLAINT PROCEDURE

ACKNOWLEDGEMENT OF EQUAL OPPORTUNITY EMPLOYMENT/HARASSMENT POLICY AND COMPLAINT PROCEDURE

I have reviewed The Spartanburg Housing Authority's (SHA) EEO/Harassment Policy and Complaint Procedure in the Employee Policies and Procedures Manual, and I understand my responsibility in treating others with respect and in refraining from harassing conduct. I further understand that if I engage in harassing conduct, I will be subject to disciplinary actions up to, and including, termination.

As an employee of SHA, I understand the reporting process should I ever feel I have experienced harassment or witnessed an act of harassment against a fellow co-worker. I know that I can and should report harassment to my immediate supervisor or the Executive Office. I also understand that SHA does not tolerate any form of retaliation against a person who has reported harassment, assisted in making a complaint of harassment, or cooperated in an investigation of harassment.

Print Name: _____

Signature: _____

Date: _____



Action Item & Resolution 2020-17

Approval of the Spartanburg Housing Authority's Employee Paid Time Off Buyout

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of the Spartanburg Housing Authority's Paid Time Off Buyout
Resolution 2020-17**

RECOMMENDATION:

It is hereby recommended the Board of Commissioners adopt Resolution No. 2020-17, authorizing the CEO to execute an employee Paid Time Off buyout.

CONTACT PERSON:

Anna P. Lamy
Executive Assistant & Human Resources Specialist
864-598-6032

BACKGROUND:

Due to the existing Paid Time Off (PTO) structure, SHA employees have accrued high PTO balances. The CEO seeks to right-size the accrued Paid Time Off (PTO) balances for its employees who have exceeded 200 hours of accrued PTO to align accrued leave with the proposed structure and reduce the financial liability of SHA. All employees that exceed 200 hours will be eligible for a buyout to reduce the current accrued leave balance to 200 hours as of pay period ending July 3rd. The proposed structure will become effective in October 2020.

FINANCIAL CONSIDERATIONS:

The total paid time off buyout is \$69,294. The funding source is the Central Office Cost Center (COCC) Unrestricted Fund.

POLICY CONSIDERATIONS:

Paid Time Off is a benefit to the employees of an organization, allowing an employee to use PTO for personal reasons. The revised PTO policy and procedures has been revised to bring into line with current standards of similar organizations and is in accordance with any requirements of all federal and state applicable laws.

Respectfully submitted,



Anna P. Lamy
EA & Human Resources Specialist

RESOLUTION NO. 2020-17

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
June 23, 2020**

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended that the Board of Commissioners adopt Resolution 2020-17, to authorize the CEO to execute an employee Paid Time Off buyout.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-17

DATE ADOPTED: June 23, 2020



Action Item & Resolution 2020-18

Approval of Differential Pay for Spartanburg Housing Authority (SHA) Employees

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of Differential Pay for Spartanburg Housing Authority (SHA) Employees
Resolution 2020-18**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners adopt Resolution No. 2020-18, authorizing the CEO to implement a differential pay plan for employees for work during the COVID-19 pandemic.

CONTACT PERSON:

Shaunté Evans
CEO
(864) 598-6010

BACKGROUND:

During the COVID-19 Pandemic, SHA staff have continued to provide essential functions and provide support to families. The U.S. Department of Housing and Urban Development (HUD) issued PIH Notice 2020-07, Implementation of Supplements Guidance to the Federal Fiscal Year 2020 Operating Fund Appropriations. The Notice states,

“Additionally, Supplemental Operating Funds provided through this Notice considered for salaries, bonuses, employee incentives, hazard pay, or any other compensation must comply with the executive compensation requirements under Section 220 of Public Law 116-94, Further Consolidated Appropriations Act, 2020, and must comply with reasonable compensation requirements found at 2 CFR 200.430(b).”

HUD issued PIH Notice 2020-08, which allows housing authorities to use recently awarded HCV Administrative Fees to expanded COVID-19 related expenses. The onsite differential pay will be paid from the administrative fees as permitted in the notice.

SUMMARY:

In ongoing support of our employees during the COVID-19 Pandemic, SHA will be implementing an onsite discretionary pay plan. SHA recognizes that essential staff have been required to work onsite regularly and intermittently.

- The maintenance team and HQS Inspector are to receive a monthly onsite differential pay of \$400 per month.
- The property management team, resident services team, and other staff that had an ongoing presence at the sites are to receive a monthly onsite differential pay of \$200 per month.
- Other essential staff (i.e. HCV, Finance, and Leadership) are to receive a monthly onsite differential pay \$100 per month.

Retroactive onsite differential pay will not be paid to former employees who are no longer employed by SHA as of the effective date of this differential pay plan. Any staff member who has not worked onsite consistently (average of two onsite days weekly) throughout this pandemic is not eligible for onsite differential pay.

Onsite differential pay will be paid retroactively to April 2020 and remain in effect as warranted. SHA reserves the right to change or discontinue this pay practice at any time for any reason. The CEO will not be included in this pay plan.

FINANCIAL CONSIDERATIONS:

This differential pay plan will be funded by the supplemental Operating Funds and Administrative Fees received from HUD as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding. The total estimated financial impact, if funded from April 2020- December 2020, is \$83,400.

Respectfully submitted:



Shaunté Evans, CEO

Housing Authority of the City of Spartanburg, SC

RESOLUTION NO. 2020-18

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

June 23, 2020

**BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended the Board of Commissioners adopt Resolution No. 2020-18, authorizing the CEO to implement a differential pay plan for employees for work during the COVID-19 pandemic.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-18

DATE ADOPTED: June 23, 2020



CEO Monthly Report

Shaunté Evans



**Board of Commissioners Meeting
Tuesday, June 23, 2020**



Finance Report

Jose Calicdan

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

SPARTANBURG HOUSING AUTHORITY									
Cash Flow									
May 31, 2020									Oct -May
INFLOWS:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Eight months
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	TOTAL
Section 8 HAP -HCV Subsidy	994,445	915,387	1,008,011	1,012,987	1,013,573	1,060,275	1,063,679	1,063,679	8,132,036
Section 8 HAP - Mainstream subsidy				-	9,006	17,520	36,955	16,453	79,934
Section 8 Admin Subsidy	104,029	104,055	123,594	108,101	108,102	109,389	166,183	115,494	938,947
Section 8 Admin -CARES STIMULUS -COVID								266,123	266,123
Mod Rehab HAP	96,911	96,903	96,903	96,903	96,903	96,903	30,327	96,903	708,656
Mod Rehab Admin	12,162	12,162	12,162	12,162	12,162	12,162	12,162	12,162	97,296
FSS -Forfeitures	0	0	(1,957)	(1,272)	0	-	-		(3,229)
Public Housing Subsidy	161,919	161,919	191,712	220,965	220,965	110,228	110,228	153,631	1,331,566
Tax Credit Properties Subsidy	31,591	31,591	37,412	38,581	38,581	19,589	19,589	17,021	233,953
TBRA-HCV	10,175	10,019	9,758	9,758	9,758	10,256	8,817	10,361	78,902
SLHC PBV Subsidy	0	0	0	0	0	0	-	-	0
SC State Grant for JCB	45,136	44,542	44,952	44,875	45,206	43,640	44,732	45,021	358,104
1) HUD & State Subsidy	1,456,368	1,376,578	1,522,547	1,543,059	1,554,255	1,479,962	1,492,672	1,796,848	12,222,288
ROSS	12,163	14,739	14,209	17,426	13,975	8,076	5,138	18,468	104,194
CFP and RHF	335,003	-	112,391	154,929	19,702	81,100	24,197		727,323
2) Other Grant Revenue	347,166	14,739	126,600	172,355	33,677	89,176	29,335	18,468	831,517
Public Housing Rents	119,888	111,060	98,589	110,356	106,140	116,844	104,449	112,879	880,206
JC Bull Rents	27,966	27,848	28,077	28,007	28,291	27,865	28,330	28,367	224,751
SLHC Rents	0	0	0	0	-	-	-	-	0
3) Rent Revenue	147,854	138,908	126,666	138,363	134,431	144,709	132,779	141,246	1,104,957
4) Misc Receipts	66,142	97,317	87,288	16,986	15,938	24,806	442,004	57,244	807,724
5) Other Cash-In							93,205		93,205
Country Garden 1 and 2 Closing payment				-	-	1,000,000		-	1,000,000
	-	-	-	-	-	-		-	-
TOTAL CASH INFLOW	2,017,529	1,627,542	1,863,101	1,870,762	1,738,301	2,738,654	2,189,994	2,013,806	16,059,690
1) HUD subsidy for Section 8 is based on the prior year actual costs. Public Housing Subsidy is a formula based calculation using rents, three year rolling based utility costs calculation, and other add-ons for audit, PILOT, Information Technology, etc. This is also done annually and there will be a change in January. The SC State subsidy is for JC Bull and it is submitted monthly based on units leased. The TBRA is a grant and the funds have to be requested as needed.									
2) Other grant revenue includes Capital fund subsidies and grant revenue for the Resident Self Sufficiency and Youthbuild programs.									
3) Rent revenue consists of the tenant paid rents for the various public housing units managed by the Authority.									
4) Misc revenue includes payments for court costs, resident work orders for maintenance and repair as well as, Section 8 repayment agreements, Public Housing bad debt recovery, laundry facility rebates, tower rental, proceeds from the sale of homes, and any other miscellaneous income.									
5) Other cash-In will include transfers from reserve accounts, and any adjustment to working capital.									

	SPARTANBURG HOUSING AUTHORITY									
	Cash Flow									
	OUTFLOWS:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	TOTAL
	Section 8:									
	Housing Assistance -HCV	1,014,544	1,024,044	1,026,918	997,315	1,014,769	1,027,455	1,039,148	1,058,298	8,202,491
	Housing Assistance -Mainstream				16,130	18,805	21,859	23,967	26,851	107,612
	Mod Rehab Vouchers	108,425	92,781	93,034	90,313	93,137	94,364	81,377	82,778	736,209
	TBRA vouchers	9,488	9,109	8,871	8,832	8,871	9,324	7,988	9,361	71,844
	HAP Payments	1,132,457	1,125,934	1,128,823	1,112,590	1,135,582	1,153,002	1,152,480	1,177,288	9,118,156
	Payroll	160,810	144,289	144,542	229,420	142,303	146,404	140,952	142,508	1,251,227
	Benefits/Deductions	0	-	0	3,939	-	3,185	-	-	7,124
	Payroll & Benefits	160,810	144,289	144,542	233,359	142,303	149,588	140,952	142,508	1,258,351
	State Insurance	29,548	35,289	31,027	29,682	29,146	28,485	31,953	32,592	247,721
	Rent	12,370	12,370	12,370	12,370	12,865	12,617	12,617	12,617	100,196
	Debt/Insurance/Rent	41,918	47,659	43,397	42,052	42,011	41,102	44,570	45,209	347,917
	Operating	435,233	323,501	671,641	475,942	447,387	691,865	363,472	299,264	3,708,305
	Capital Fund and RHF	251,679	0	0	0	777	11,870	3,770	0	268,096
	Ross grants (581 and 579-cnho)	631	1,641	604	536	2,048	2,793	1,006	0	9,260
	Service Coordinator Multifamily	701	1,485	507	93	4,253	592	38	116	7,786
	Other Transfers									-
	HAP/ Admin Transfer	-	-	-	-	-	-	-		-
1	Payables/Check Adjustment	(42,476)	(50,016)	(60,411)	65,114	(27,865)	(189,084)	(151,663)	40,477	(415,924)
	Capital & Program Expenses	210,535	(46,890)	(59,300)	65,743	(20,786)	(173,829)	(146,849)	40,593	(130,783)
	TOTAL CASH OUTFLOW	1,980,953	1,594,494	1,929,103	1,929,686	1,746,495	1,861,728	1,554,625	1,704,862	14,301,946
	Net Inflow(Outflow)	36,577	33,048	(66,002)	(58,923)	(8,194)	876,926	635,369	308,944	1,757,744
	Settlement with HUD						-			0
	Net inflow (outflow) offset by reserve	36,577	33,048	(66,002)	(58,923)	(8,194)	876,926	635,369	308,944	1,757,744
	Beginning Cash : (Unrestricted)	1,334,090	1,370,667	1,403,715	1,337,713	1,278,790	1,270,595	2,147,521	2,782,890	1,334,090
	Ending Cash	1,370,667	1,403,715	1,337,713	1,278,790	1,270,595	2,147,521	2,782,890	3,091,834	3,091,834
	Bank Account Balances-									
	General A/C (Net of O/S Cks)	596,211	579,853	489,440	675,618	761,487	296,686	719,691	352,998	
	Transfer to COCC Unrestricted Fund	-	0	0	0	0	1,000,000	1,000,000	1,390,192	
	Section 8 HAP Disbursements	292,322	294,736	302,066	184,091	185,160	330,666	476,135	748,622	
	J C Bull Operating	196,352	241,803	257,336	235,963	239,913	248,039	275,024	298,997	
	SAHC	280,949	282,185	283,425	177,364	77,860	270,277	309,987	298,772	
	APPIAN	4,832	5,137	5,446	5,753	6,175	1,852	2,052	2,252	
	Sub Total	1,370,667	1,403,715	1,337,713	1,278,790	1,270,595	2,147,521	2,782,890	3,091,834	

SPARTANBURG HOUSING AUTHORITY												
AGENCY WIDE INCOME STATEMENT -CORE PROGRAMS												
Actual to Budget Variance Comparison												
For eight (8) months ending May 31, 2020												
		Month To Date				Period to Date				Annual Budget		
		MTD Actual	MTD Budget	\$ Variance	% Variance	PTD Actual	PTD Budget	\$ Variance	% Variance	% Used PTD	Annual Target	
1	Public Housing											
	Total Revenue	\$ 281,533	\$ 271,749	\$ 9,784	4%	\$ 2,317,914	\$ 2,174,235	\$ 143,679	7%	3,260,065	71.1%	25.0%
	Total Operating Expenses	216,187	263,525	(47,338)	-18%	2,047,849	2,190,102	(142,253)	-6%	3,201,548	64.0%	25.0%
	Reserve transfer out (in)		(956)				(7,645)			(11,467)		
	Net Operating Income	\$ 65,346	\$ 9,180	\$ 56,167	612%	\$ 270,064	\$ (8,222)	\$ 278,287	-3385%	69,984		
YTD revenue exceeded the budget by \$144K or 7% higher primarily due to subsidy and rental income while YTD operating expenses incurred were below budget by \$142K or 6% lower, thus resulting to net income of \$270K.												
2	HCV Program - HAP only											
	Total Revenue	\$ 1,063,805	\$ 962,696	\$ 101,109	11%	\$ 8,119,236	\$ 7,701,572	\$ 417,664	5%	11,552,357	70.3%	25.0%
	Total Expenses	\$ 1,058,298	\$ 961,862	\$ 96,436	10%	\$ 8,202,491	\$ 7,694,909	\$ 507,582	7%	11,542,357	71.1%	25.0%
	Net Operating Income (loss)	\$ 5,507	\$ 834	\$ 4,673	560%	\$ (83,255)	\$ 6,663	\$ (89,918)	-1350%	10,000		
Staff continues to monitor the HAP program utilizing the two year tool provided by HUD. Please refer to HCV-HAP spreadsheet analysis for the explanation of the cash shortfall of \$89K.												
3	HCV Program - Admin only											
	Total Revenue	\$ 115,811	\$ 104,283	\$ 11,528	11%	\$ 943,129	\$ 834,268	\$ 108,861	13%	1,251,396	75.4%	25.0%
	Total Expenses	\$ 97,356	\$ 108,759	\$ (11,403)	-10%	\$ 771,503	\$ 859,051	\$ (87,548)	-10%	1,288,995	59.9%	25.0%
	Reserve transfer out (in)	\$ -	\$ (3,133)			\$ -	\$ (25,066)	\$ 25,066		(37,599)		
	Net Operating Income (loss)	\$ 18,455	\$ (1,343)	\$ 19,798	n/a	\$ 171,627	\$ 283	\$ 171,344		-		
*Admin program was budgeted conservatively at zero income or break even by using the reserve of \$38K to offset the expenses due to HUD unpredictable allocation by using a lower pro-ration rate at 75%. As of May, 2020, the YTD revenue exceeded the budget by \$109K while the operating expenses incurred were below budget by \$87K or 10% lower, thus showing a net income of \$172K.												
4	Mod Rehab Program - HAP only											
	Total Revenue	96,903	96,543	\$ 360	0%	775,672	772,344	\$ 3,328	0%	1,158,516	67.0%	25.0%
	Total Expenses	82,778	96,543	(13,765)	-14%	733,713	772,344	(38,631)	-5%	1,158,516	63.3%	25.0%
	Net Operating Income	\$ 14,125	\$ -	\$ 14,125		\$ 41,959	\$ -	\$ 41,959		-		
* HUD is funding the program at the budget level. YTD expenses below budget by \$39K, thus resulting to net income \$42K.												
5	Mod Rehab Program - Admin only											
	Total Revenue	\$ 12,162	\$ 11,554	\$ 608	5%	\$ 97,296	\$ 80,878	\$ 16,418	20%	138,646	70.2%	25.0%
	Total Expenses	7,120	8,100	(980)	-12%	59,140	62,428	(3,288)	-5%	93,978	62.9%	25.0%
	Net Operating Income (loss)	\$ 5,042	\$ 3,454	\$ 1,588	46%	\$ 38,156	\$ 18,450	\$ 19,706	107%	44,668		
*Calculated as percentage allocation of HCV Admin budget. The YTD revenue exceeded the budget by \$16K while the YTD operating expenses incurred were below budget by \$3K, thus showing a YTD net income of \$38K.												
6	COCC Program Only											
	Total Revenue	\$ 223,273	\$ 120,909	\$ 102,364	85%	\$ 1,218,851	\$ 967,147	\$ 251,704	26%	1,450,747	84.0%	25.0%
	Total Expenses	\$ 107,736	\$ 141,408	\$ (33,672)	-24%	\$ 1,124,913	\$ 1,231,340	\$ (106,427)	-9%	1,718,971	65.4%	25.0%
	Reserve transfer out (in)	\$ -	\$ (22,352)			\$ -	\$ (178,816)	\$ 178,816		(268,224)	0.0%	
	Net Operating Income	\$ 115,537	\$ 1,853	\$ 113,684	6135%	\$ 93,939	\$ (85,377)	\$ 179,316	-210%	-		
* COCC was budgeted at zero income or break even by using reserve of \$268K. YTD revenue exceeded the budget by \$252K or 26% higher due to cash distribution received from VISTA Management while the YTD operating expenses incurred were below budget by \$106K or 9%,lower, thus reducing the net loss.												
7	JC BULLS (100 units)											
	Total Revenue	\$ 73,546	\$ 68,879	\$ 4,667	7%	\$ 588,894	\$ 551,032	\$ 37,862	7%	826,550	71.2%	25.0%
	Total Operating Expenses	\$ 36,313	\$ 59,360	\$ (23,047)	-39%	\$ 343,634	\$ 478,062	\$ (134,428)	-28%	705,356	48.7%	25.0%
	Net Operating Income	\$ 37,232	\$ 9,519	\$ 27,713	291%	\$ 245,260	\$ 72,970	\$ 172,290	236%	121,194		
* YTD operating expenses under budget by \$134K or 28% lower, thus showing a net income of \$245K as compared to budget of \$73K. No concerns at this time.												
8	OVERALL RESULTS											
	Sub-total	\$ 261,245				\$ 777,750	\$ 4,767	\$ 772,983	16216.42%			
		(10,398)	Mainstream			(27,678)	Mainstream					
		446	TBRA			2,731	tbra					
		264,316	Cares Stimulus			254,134	Cares Stimulus					
	Net Operating Income	\$ 515,609	okay			\$ 1,006,936	okay					

HAP FUND ANALYSIS												
CY -2020												
	HUD - CY- 2019			HUD - CY- 2020						SHA - FY- 2020		
	Nine months	Three months	12 MONTHS							Three months	Five months	Eight months
	Jan - Sept 2019	Oct -Dec 2019	Jan -Dec 2019	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Total	Oct -Dec 2019	Jan - May 2020	Oct 2019-May 2020
TOTAL HAP DISBURSEMENTS	\$ 8,613,813	\$ 2,904,694	\$ 11,518,507	\$ 1,012,752	\$ 1,013,573	\$ 1,060,275	\$ 1,064,137	\$ 1,063,805	\$ 5,214,541	\$ 2,904,694	\$ 5,214,541	\$ 8,119,235
TOTAL HAP EXPENSES	8,511,229	3,065,506	11,576,735	997,315	1,014,769	1,027,455	\$ 1,039,148	\$ 1,058,298	\$ 5,136,985	3,065,506	5,136,985	8,202,491
CASH SURPLUS - (SHORTFALL)	102,584	(160,812)	(58,228)	15,437	(1,196)	32,820	\$ 24,989	\$ 5,507	77,556	(160,812)	77,556	(83,256)
	↓	↓	↓						↕	↕		
	Surplus	Shortfall	Net shortfall									
									Net cash surplus rec'd from HUD	Balance forward from HUD -CY 2019		
HUD -accounting cycle is calendar year - Jan -Dec			Net cash shortfall									
SHA -accounting cycle is fiscal year - Oct- Sept			for CY 2019 - offset to reserve									

SPARTANBURG HOUSING AUTHORITY												
Asset Management Financials- Per AMP												
Actual to Budget Variance Comparison												
For eight (8) months ending May 31, 2020												
		Month To Date				Period to Date				Annual Budget		
		MTD	MTD	\$	%	PTD	PTD	\$	%	% Used	Annual	
		Actual	Budget	Variance	Variance	Actual	Budget	Variance	Variance	PTD	Target	
1	Camp Croft											
	Total Revenue	\$ 62,502	\$ 56,150	\$ 6,352	11%	\$ 491,577	\$ 449,611	\$ 41,966	9%	673,386	73.0%	16.7%
	Total Expenses	45,857	54,217	(8,360)	-15%	462,768	465,862	(3,094)	-1%	673,386	68.7%	16.7%
	Reserve transfer out (in)	-	-	-		-	-	-		-		
	Net Operating Income (loss)	\$ 16,645	\$ 1,933	\$ 14,712		\$ 28,809	\$ (16,251)	\$ 45,060		-		
2	Archibald Village											
	Total Revenue	\$ 19,015	\$ 27,525	\$ (8,510)	-31%	\$ 217,818	\$ 220,200	\$ (2,382)	-1%	330,307	65.9%	16.7%
	Total Operating Expenses	\$ 19,261	\$ 23,882	\$ (4,621)	-19%	175,737	206,073	\$ (30,336)	-15%	298,174	58.9%	16.7%
	Net Operating Income	\$ (246)	\$ 3,643	\$ (3,889)	-107%	\$ 42,081	\$ 14,127	\$ 27,954	198%	32,133		
3	Archibald Hi-Rise											
	Total Revenue	\$ 78,184	\$ 74,307	\$ 3,877	5%	\$ 612,144	\$ 594,456	\$ 17,688	3%	891,680	68.7%	16.7%
	Total Expenses	\$ 63,806	\$ 75,298	\$ (11,492)	-15%	542,496	599,823	\$ (57,327)	-10%	891,680	60.8%	16.7%
	Reserve transfer out (in)	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		-		
	Net Operating Income	\$ 14,378	\$ (991)	\$ 15,369	-1551%	\$ 69,648	\$ (5,367)	\$ 75,015	-1398%	-		
4	Scattered Sites											
	Total Revenue	\$ 3,301	\$ 4,420	\$ (1,119)	-25%	\$ 34,942	\$ 35,360	\$ (418)	-1%	53,030	65.9%	16.7%
	Total Expenses	\$ 3,944	\$ 4,922	\$ (978)	-20%	29,889	45,754	(15,865)	-35%	64,497	46.3%	16.7%
	Reserve transfer out (in)		(956)	956			(7,645)	7,645		(11,467)		
	Net Operating Income (loss)	\$ (643)	\$ 454	\$ (1,097)	-242%	\$ 5,053	\$ (2,749)	\$ 7,802	-284%	-		
5	Prince Hall											
	Total Revenue	\$ 58,146	\$ 55,535	\$ 2,611	5%	\$ 490,566	\$ 444,112	\$ 46,454	10%	665,934	73.7%	16.7%
	Total Expenses	\$ 43,549	\$ 53,508	\$ (9,959)	-19%	431,445	427,000	4,445	1%	628,083	68.7%	16.7%
	Net Operating Income (loss)	\$ 14,597	\$ 2,027	\$ 12,570	620%	\$ 59,121	\$ 17,112	\$ 42,009	245%	37,851		
6	Victoria Gardens											
	Total Revenue	54,891	51,512	\$ 3,379	7%	\$ 453,755	\$ 412,096	\$ 41,659	10%	618,138	73.4%	16.7%
	Total Expenses	38,330	49,414	(11,084)	-22%	393,184	426,265	(33,081)	-8%	618,138	63.6%	16.7%
	Net Operating Income	\$ 16,561	\$ 2,098	\$ 14,463		\$ 60,571	\$ (14,169)	\$ 74,740		-		
7	Cambridge/Brawley											
	Total Revenue	\$ 5,494	\$ 2,300	\$ 3,194	139%	\$ 17,111	\$ 18,400	\$ (1,289)	-7%	27,590	62.0%	16.7%
	Total Operating Expenses	1,440	2,284	(844)	-37%	12,331	19,325	(6,994)	-36%	27,590	44.7%	16.7%
	Net Operating Income	\$ 4,054	\$ 16	\$ 4,038	25238%	\$ 4,780	\$ (925)	\$ 5,705	-617%	-		
	Net Operating Income	65,346	9,180	56,166		270,063	(8,222)	278,285				
	Reserve transfer out (in)	-	(956)	956		-	(7,645)	7,645				
	Per Consolidated Stmt	65,346	8,224	57,122		270,063	(15,867)	285,930				



Monthly Reports: Programs Dashboard

**Board of Commissioners Meeting
Tuesday, June 23, 2020**

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

ASSET MANAGEMENT DEPARTMENT MONTHLY REPORT—MAY 2020

CONTACT PERSON:

Jessica Holcomb
Deputy Director of Asset Management and Special Projects
864-598-6023

OCCUPANCY

As part of HUD's Public Housing Utilization Project, as of May 31, 2020, Asset Management ended the month at 93.56% for all SHA managed developments. The targeted goal is to maintain an occupancy of 97% overall. Excluding the vacant units at Scattered Sites, the SHA would have a 95.57% overall occupancy. Total Vacant Units excluding Scattered Sites is 22 Units; seven (7) of which are off-line for extensive repairs (three (3) Camp Croft Courts, one (1) Victoria Gardens, and Two (2) at Archibald Hi-Rise and one (1) Prince Hall). Leasing has ended at Victoria Gardens Apartments due to the upcoming RAD conversion.

HUD GOAL	SHA Actual	Excluding Outliers	VISTA Managed PH
97%	93.56%	95.57%	99.09%

TENANT ACCOUNTS RECEIVABLE REPORTS:

The Tenant Accounts Receivable Collection rate for SHA managed developments was 86.22% for all public housing properties and 101.53% for SHA managed market units and multi-family properties. The Deputy Director of Asset Management continues to reiterate the importance of improving collections as it is a major component to the PHAS score. Several internal and external referrals are made each month for residents with delinquent balances. The Asset Management team continues to aggressively act to collect all debts. The recertification specialist has identified several residents with substantial unreported income that have grossly affected this month's TARS. Residents with unreported income exceeding \$5,000 are subject to lease termination.

HUD GOAL	SHA PH Actual	SHA MF and Market Actual
98.5%	86.22%	101.53%

Tenant Charge Analysis Report for May 2020

Property	AGED TENANT ACCOUNTS RECEIVABLES								OCCUPANCY
	CHARGED	UNPAID	TARS	PREPAYS	ACTIVE	INACTIVE	TOTAL	YTD ACTUAL NOI	
Camp Croft	\$ 30,635.07	\$ 14,074.42	61.43%	\$ 2,153.94	\$ 11,920.48	\$ (105.28)	\$ 11,815.20	\$ 34,146.00	96.88%
Archibald Village	\$ 13,856.50	\$ -	109.91%	\$ 942.75	\$ (942.75)	\$ (431.00)	\$ (1,373.75)	\$ 48,986.00	96.00%
Archibald Rutledge	\$ 37,462.30	\$ 391.00	108.43%	\$ 4,228.43	\$ (3,837.43)	\$ 680.50	\$ (3,156.93)	\$ 93,271.00	98.00%
Scattered Sites	\$ 2,699.50	\$ -	111.17%	\$ 300.50	\$ (300.50)	\$ (1.00)	\$ (301.50)	\$ 6,775.00	33.33%
Prince Hall	\$ 24,669.45	\$ 8,095.97	71.22%	\$ 3,069.12	\$ 5,026.85	\$ 2,073.00	\$ 7,099.85	\$ 53,912.00	93.00%
Victoria Gardens	\$ 17,148.39	\$ 6,764.42	36.63%	\$ 1,178.48	\$ 5,585.94	\$ 5,280.48	\$ 10,866.42	\$ 59,743.00	91.25%
Cambridge Place/Brawley	\$ 1,531.00	\$ 222.00	87.95%	\$ 37.40	\$ 184.60	\$ (0.18)	\$ 184.42	\$ 7,492.00	100.00%
PH TOTAL	\$ 128,002.21	\$ 29,547.81	86.22%	\$ 11,910.62	\$ 17,637.19	\$ 7,496.52	\$ 25,133.71	\$ 304,325.00	93.56%
Page Lake	\$ 3,552.00	\$ -	100.45%	\$ 16.00	\$ (16.00)	\$ -	\$ (16.00)	\$ 37,321.00	100.00%
JC Bull	\$ 28,501.00	\$ 9.00	101.70%	\$ 492.50	\$ (483.50)	\$ -	\$ (483.50)	\$ 384,212.00	96.00%
Liberty	\$ 2,242.50	\$ -	101.23%	\$ 27.50	\$ (27.50)	\$ -	\$ (27.50)	\$ 12,148.00	100.00%
Appian	\$ 200.00	\$ -	100.00%	\$ -	\$ -	\$ -	\$ -	\$ 36,718.00	50.00%
Fisher	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -		100.00%
Total	\$ 34,495.50	\$ 9.00	101.53%	\$ 536.00	\$ (527.00)	\$ -	\$ (527.00)	\$ 470,399.00	95.73%

Rent has not been charged as the unit is uninhabitable due to the tornado.

Respectfully Submitted, *Jessica M. Holcomb*
 Jessica Holcomb, Deputy Director
 Spartanburg Housing Authority

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

DEVELOPMENT & CAPITAL FUND MONTHLY REPORT – May 2020

CONTACT PERSON:

Joseph Jackson
Deputy Director of Capital Funds and Development
864-598-6052

DEVELOPMENT PROJECTS

Northside Station

- Final closing documents uploaded to RAD Resource Desk on June 11, 2020
- Anticipating a twelve-month construction period with a completion date of May 2021

Victoria Gardens

- Anticipate closing by July 30, 2020
- Anticipate late July or early August start for construction
- HUD approval of financing plan cleared path for issuance of RAD Conversion Commitment (RCC)
- Participate in weekly due diligence calls with RCB (Equity Provider) and Citibank (Debt Provider)
- Participate in weekly construction phasing/relocation calls with NHPF (Developer), Delck Group, LLC (Relocation Consultant) and McCrory Construction (Contractor)
- McCrory Construction (Contractor) provided update/refreshed construction numbers for budget
- NHPF (Developer) updated/refreshed all numbers for proforma
- Legal teams are beginning to prepare closing documents

New office/Star Mills

- As of June 11, 2020, the following progress was provided by contractors:
 - ✓ Roofing system installed
 - ✓ Metal stud framing has begun on first and second floor
 - ✓ Electrical rough-in has begun on first and second floor
 - ✓ HVAC rough-in
 - ✓ Window headers installed
 - ✓ Masonry repairs continue throughout building

CAPITAL FUND TABLE

REPLACEMENT HOUSING FACTOR FUNDS CAPITAL FUND

Replacement Housing Factor Grant No. SC16R003502-15					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$218,757	4/12/2020*	4/12/2022	\$58,080.34	\$58,080.34	\$160,676.66
Replacement Housing Factor Grant No. SC16R003502-16					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$225,533	4/12/2021*	4/12/2023			\$225,533
Replacement Housing Factor Grant No. SC16R003502-17					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$162,926	8/15/2019	8/15/2022	\$146,634	\$66,216.00	\$96,710.00
Capital Fund Program Grant No. SC16P003501-17					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$926,447	8/15/2019	8/15/2022	\$833,803	\$493,104.31	\$433,342.69
Capital Fund Program Grant No. SC16P003501-18					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$1,246,092	5/28/2021	5/28/2023	\$226,620.96	\$266,620.96	\$979,471.04
Capital Fund Program Grant No. SC16P003501-19					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$1,295,491	4/15/2022	4/15/2024	\$5,423.00	\$5,423.00	\$1,290,068.00
Capital Fund Program Grant No. SC16P003501-20					
Original Award Amount	Obligation Deadline	Expenditure Deadline	Amount Obligated	Amount Dispersed	Amount Available
\$1,369,776	3/25/2023	3/25/2025	\$11,263.00	\$11,263.00	\$1,369,776.00

*Approved extension deadlines from HUD

Compliance/ Regulatory: The Capital Fund is awarded by HUD annually based in part on the number of units in the PHA portfolio. SHA must submit a proposed budget to HUD for approval. Funds must be obligated within 24 months and expended within 48 months. The funds are generally approved for projects directly associated with asset management. Ten percent of the awarded funds may be committed to the COCC and categories such as “Management Improvement” and may be approved by HUD. For example, computer upgrades could be allowed, as it would benefit the overall operation of the Authority. The majority of SHA’s historical capital fund was used to satisfy outstanding debt (Capital Fund Financing). The RHF funds are committed to being utilized for the Northside project, currently underway. The expenditure date has been extended by HUD:

- 2017 Capital Fund Obligation and Disbursement End dates
 - 1) August 16, 2017 Obligation Start Date
 - 2) August 15, 2019 Obligation End Date
 - 3) August 15, 2022 Disbursement End Date
- 2018 Capital Fund Obligation and Disbursement End dates
 - 1) May 28, 2018 Obligation Start Date
 - 2) May 28, 2021 Obligation End Date
 - 3) May 28, 2023 Disbursement End Date
- 2019 Capital Fund Obligation and Disbursement End dates
 - 1) April 16, 2019 Obligation Start Date
 - 2) April 15, 2022 Obligation End Date
 - 3) April 15, 2024 Disbursement End Date
- 2020 Capital Fund Obligation and Disbursement End dates
 - 1) March 26, 2020 Obligation Start Date
 - 2) March 25, 2023 Obligation End Date
 - 3) March 25, 2025 Disbursement End Date
- Monthly reporting by the 5th of each month on the obligation and expenditure of each open Capital Fund in the Line of Credit Control System (LOCCS)

COVID-19 Changes

- HUD extended the obligation end date and expenditure date for all open Capital Fund grants by one year


2017 Capital Fund Grant

- Modernization of elevator at Archibald remains on schedule

2018 Capital Fund Grant

- Tsunami camera installation has started at Prince Hall

Respectfully Submitted by, _____


 Joseph Jackson, Deputy Director of Capital
 Funds and Development
 Housing Authority of the City of Spartanburg, SC

June 23, 2020

Spartanburg Housing Authority
Spartanburg, SC 29302

HONORABLE MEMBERS IN SESSION:

SUBJECT:

LEASED HOUSING MONTHLY REPORT – MAY 2020

CONTACT PERSON:

Tiffany Askew
Deputy Director of Leased Housing
864-598-6053

Housing Choice Voucher Program

COMPLIANCE/REGULATORY

- HUD requires PHAs to utilize 98% of its vouchers or 98% of its allocated funding.

**Housing Choice Voucher Program's (HCV)
Cumulative Leasing and Budget Utilization
(using the 24 Month Tool)**

Cumulative % Annual Leased	Cumulative % Eligibility Expended	Monthly Unit Months Leased %	Monthly Annual Budget Authority Expended %
94.7%	104.4%	94.4%	107.3%

- The current monthly lease up rate for **HCV** which includes **Project Based Voucher (PBV)**, **Rental Assistance Demonstration (RAD)** and **Mainstream (MS)** Programs:

HCV	PBV	RAD	MS
94%	97%	94%	53%

- The **Mod Rehab Program (MOD)** leasing rate:

Norris Ridge
89%

- The **Tenant Based Rental Assistance Program (TBRA)** leasing rate:

Veterans	Working Families
100%	86%


OUTLIERS

- The HCV Department is working to maintain leasing within our budget allocation in the HCV, RAD, PBV, and MOD Rehab programs to ensure that the program meets HUD requirements.
 - The projected closing date for the RAD conversion of Norris Ridge Apartments is August of 2020. The Mod Rehab Program will end after the closing takes place.
-
- The TBRA Program for veterans has 10 participants. SHA will not receive additional funds to continue to administer this program. The veterans are being transfer to the HCV program as the assistance ends.
 - The TBRA2 Program for working families has 13 participants.

MILESTONES

- Due to the increase in requests for interim rental adjustments, the HCV Program will not issue vouchers for the HCV tenant-based vouchers and this time. Current funding levels cannot meet the increase in subsidy payments.
- There are 36 MS vouchers issued. These families are searching for housing.
- Five (5) VASH vouchers were issued and these families are also searching for housing.
- There were four (4) new move-ins and 16 move-outs.

Program	Units Allocated	Units Leased	Unused
HCV	1715	1619	96
PBV	273	264	9
RAD	367	347	20
MOD	190	170	20
MS	115	62	53
Totals	2660	2462	198

Respectfully Submitted, 
Tiffany Askew, Deputy Director of Leased Housing
Housing Authority of the City of Spartanburg

June 23, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

RESIDENT & COMMUNITY ENGAGEMENT MONTHLY REPORT – May 2020

CONTACT PERSON:

Cierra Fowler
Deputy Director of Resident and Community Engagement
864-598-6009

COMMUNITY AND SUPPORTIVE SERVICES

Highlights

- Staff delivered senior food boxes to residents at all Public Housing properties.
- Due to limited program activities, staff has been creative in developing activities for residents. This past month, Spring Bingo was a huge success with over 40 elderly/disabled residents engaged from public housing. Staff utilized bulletin boards and social media to post daily symbols to play bingo on their cards. At JC Bull, staff held a word search challenge which had three winners.
- Bags were delivered for Mother's Day by resident services, resident council, and property management staff.
- The FSS program had two interest meetings in May.
- The FSS program enrolled three new participants into the program for effective day 06/01/2020.

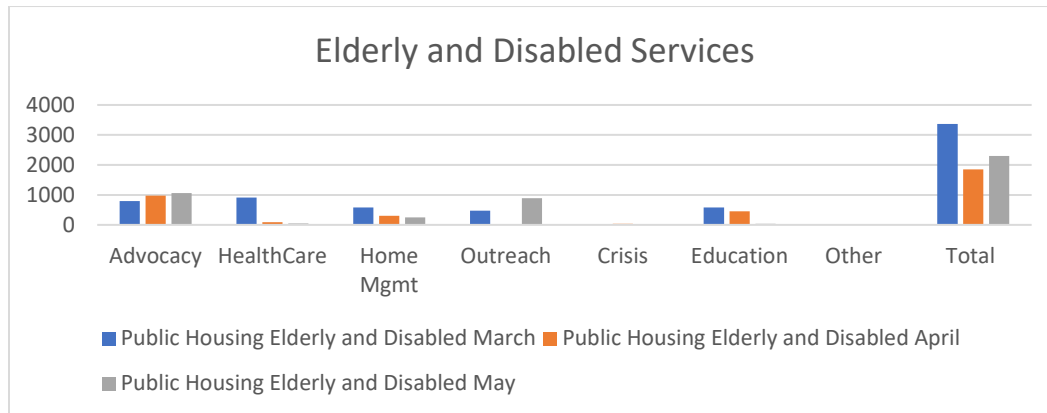
Resident Services Active Grants

Grant #	Grant Name	Closing Date	Remaining Balance	Notes
MFSC179397	Multi-Family	12/31/2020	\$67,928.80	Funds have been awarded and accepted waiting for release.
FSS18SC2129	FSS	12/31/2020	\$58,372.40	

EDSC Elderly and Disabled Program

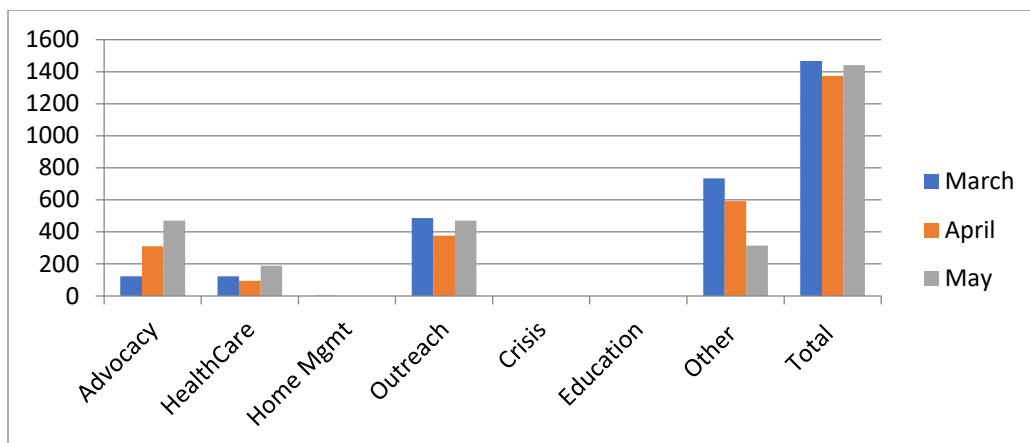
Number of Services (March, April, and May); Properties: Archibald High Rise, Archibald Village, Camp Croft Courts, Victoria Gardens, and Prince Hall.

Elderly and Disabled Public Housing Case Management



Multi-Family Service Coordinator

Number of services (March, April, and May). Property: JC Bull (100 units).

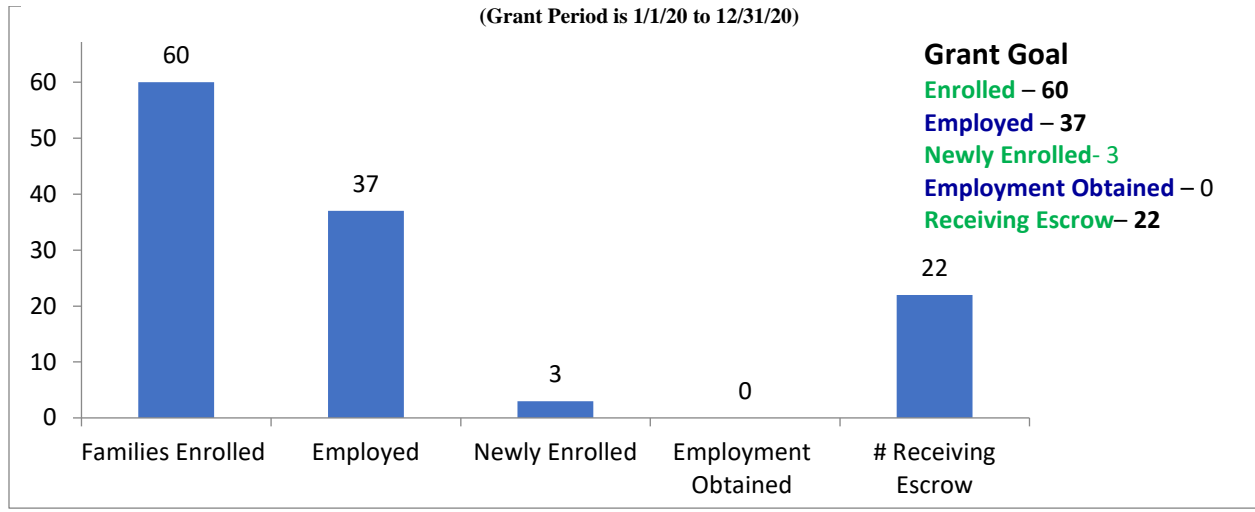


Family Self-Sufficiency (FSS) Grant as of May 2020

- **FSS** Current Escrow total is \$106,632.00
 - **HCV** Escrow Amount \$91,288.00
 - **PH** Escrow Amount \$15,344.00

May 2020

HCV/PH HOUSING FSS PROGRAM – Grant Period Totals to end of December 2020 with December Additions
(Grant Period is 1/1/20 to 12/31/20)



Respectfully Submitted, 
Cierra Fowler, Deputy Director
Spartanburg Housing Authority