



NOTICE AND AGENDA

**Board of Commissioners Meeting
Tuesday, July 28, 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, July 28, 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=YnFJTGR0bmdrU3Rhakt1REJ2VGdTdDz09>

AGENDA

CALL MEETING TO ORDER

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**Approval of Minutes
Regular Board Meeting
June 23, 2020**

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



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**MINUTES OF THE REGULAR BOARD MEETING OF THE COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG
SPARTANBURG, SOUTH CAROLINA
June 23, 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 4:00 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 Poliakoff made a motion to approve the agenda. The motion was seconded by Commissioner White and unanimously carried.

IV. Approval of Minutes:

A motion to accept the minutes of the regular board meeting of May 26, 2020 as presented was made by Commissioner Poliakoff. The motion was seconded by Commissioner Fairey and unanimously carried.

V. Commissioner Comments

None

VI. Public/Staff Comments

Public comments: None

Staff comments: None

VII. Information Item:

- A. Revisions to the Public Housing Lease Agreement was presented and a discussion was held. Any questions raised by the board were addressed. No motions or actions were made.
- B. The evaluation timeframe for the CEO was presented and will be adjusted from May to August align with Authority's regular evaluation period. No questions raised by the board. No motions or actions were made.



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VIII. Action Items and Resolutions:

A. Resolution #2020-11 – Approval of the U.S. Department of Housing and Urban Development (HUD) 5-Year and Annual Public Housing (PHA) Plans

This resolution was presented to request acceptance of the Resolution 2020-11 as presented by Jessica Holcomb. Questions raised by the board were addressed. Commissioner White made a motion to approve resolution 2020-11. The motion was seconded by Commissioner Poliakoff and unanimously carried.

RESOLUTION NO. 2020-11

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

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

This resolution was presented to request acceptance of the Resolution 2020-12 as presented by Jessica Holcomb. Questions raised by the board were addressed. Commissioner Gray made a motion to approve resolution 2020-12. The motion was seconded by Commissioner Poliakoff and unanimously carried.

RESOLUTION NO. 2020-12

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

C. Resolution #2020-13 – Approval of the Housing Choice Voucher (HCV) Program Administration Plan

This resolution was presented to request acceptance of the Resolution 2020-13 as presented by Tiffany Askew. Questions raised by the board were addressed. Commissioner Fairey made a motion to approve resolution 2020-13. The motion was seconded by Commissioner White and unanimously carried.

RESOLUTION NO. 2020-13

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020



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D. Resolution #2020-14 – Approval of the Victoria Gardens Apartments Moving Services

This resolution was presented to request acceptance of the Resolution 2020-14 as presented by Nathan Bragg. Questions raised by the board were addressed. Commissioner White made a motion to approve resolution 2020-14. The motion was seconded by Commissioner Gray and unanimously carried.

RESOLUTION NO. 2020-14

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

E. Resolution #2020-15 – Approval of the Single-Family Home Repairs

This resolution was presented to request acceptance of the Resolution 2020-15 as presented by Nathan Bragg. Questions raised by the board were addressed. Commissioner White made a motion to approve resolution 2020-15. The motion was seconded by Commissioner Fairey and unanimously carried.

RESOLUTION NO. 2020-15

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

F. Resolution #2020-16 – Approval of the Spartanburg Housing Authority's Employee Policy Manual

This resolution was presented to request acceptance of the Resolution 2020-16 as presented by Anna Lamy. Questions raised by the board were addressed. Commissioner Gray made a motion to approve resolution 2020-16. The motion was seconded by Commissioner Fairey and unanimously carried.

RESOLUTION NO. 2020-16

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

G. Resolution #2020-17 – Approval of the Spartanburg Housing Authority's Employee Paid Time Off Buyout



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This resolution was presented to request acceptance of the Resolution 2020-17 as presented by Anna Lamy. Questions raised by the board were addressed. Commissioner White made a motion to approve resolution 2020-17. The motion was seconded by Commissioner Cunningham and unanimously carried.

RESOLUTION NO. 2020-17

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

H. Resolution #2020-18 – Approval of Differential Pay for Spartanburg Housing Authority (SHA) Employees

This resolution was presented to request acceptance of the Resolution 2020-18 as presented by Shaunté Evans. Questions raised by the board were addressed. Commissioner Fairey made a motion to approve resolution 2020-18. The motion was seconded by Commissioner Gray and unanimously carried.

RESOLUTION NO. 2020-18

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 2020

I. Resolution #2020-19 – Approval of Development Incentive for CEO and Development Team

This action was presented following the Executive Session. Commissioner Fairry made a motion to approve resolution 2020-19. The motion was seconded by Commissioner Gray and unanimously carried.

RESOLUTION NO. 2020-19

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JUNE 23, 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.



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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

Dashboards provided as information to Board.

- i. **Asset Management**
- ii. **Development and Capital Fund**
- iii. **Housing Choice Voucher**
- iv. **Community and Supportive Services**

X. Executive Session

A motion was made by Commissioner White to enter Executive Session pursuant to discuss real estate matter, Section 30-4-70(a)(2) and a personnel matter, Section 30-4-70 (a)(1) of the South Carolina Code of Laws. The motion was seconded by Commissioner Poliakoff. The motion was unanimously approved.

Executive session was entered into at 6:05 p.m.

Executive session ended at 7:02 p.m. A motion to end Executive session was made by Commissioner White. The motion was seconded by Commissioner Poliakoff. The motion was unanimously approved.

No decisions were made and/or actions taken during Executive Session.

XI. Adjournment

Commissioner White made a motion to adjourn the meeting, which was seconded by Commissioner Fairey. The meeting was adjourned at 7:05 p.m.

Respectfully Submitted,
The Housing Authority of the City of Spartanburg



**Approval of Minutes
Special Board Meeting
June 21, 2020**

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



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**MINUTES OF THE REGULAR BOARD MEETING OF THE COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE CITY OF SPARTANBURG
SPARTANBURG, SOUTH CAROLINA
July 21, 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 4:01 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 Fairey made a motion to approve the agenda. The motion was seconded by Commissioner Gray and unanimously carried.

IV. Commissioner Comments

None

V. Public/Staff Comments

Public comments: None

Staff comments: None

VI. Information Item:

None

VII. Action Items and Resolutions:

A. Resolution #2020-20 – Approval of the New Office Furniture Services Contract

This resolution was presented to request acceptance of the Resolution 2020-20 as presented by Nathan Bragg. Questions raised by the board were addressed. Commissioner Gray made a motion to approve resolution 2020-20. The motion was seconded by Commissioner Poliakoff and unanimously carried.

RESOLUTION NO. 2020-20



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ADOPTED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE CITY OF SPARTANBURG
JULY 21, 2020

VIII. Adjournment

Commissioner Fairey made a motion to adjourn the meeting, which was seconded by Commissioner Gray. The meeting was adjourned at 4:11 p.m.

Respectfully Submitted,
The Housing Authority of the City of Spartanburg



Information Item

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



Resident Council Update

July 2020

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



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TO: SHA Board of Commissioners
FROM: Veronica Cunningham, Board of Commissioners
RE: **Resident Council Updates**
DATE: July 28, 2020

Archibald Rutledge / Village Apartments:

- Archibald completed testing on June 11, 2020 and 95 residents were tested.
- We have experienced our first COVID-19 case at Archibald. There are many residents that continue to not wear their mask in common areas and social distance. Due to recent exposure many residents are more concerned about their safety. Property Management has worked to limit visitors, but residents have not adhered to the request.
- We have not had any programs since March, and the effects of no programming shows through unsafe activities which residents are now participating.
- We have now reinstated the 501(c)(3) and hope to be able to start fundraising when it is safe to do so at Archibald Rutledge Apartments.
- We have needed upgrades for a while on the elevators and glad to see the agency working to improve the facility.
- The resident council would like to see more police presence on the property.

Camp Croft Courts Apartments:

- Summer Food ended on July 2 due to lack of participation in the program.
- It has been difficult to get acclimated as a newly established resident council without community activities. The council has not had the opportunity to get to know the residents due to COVID-19.
- We are currently working with the Property Manager and Special Projects staff, Tyrone Meadows to have more lighting in the community.
- It is very quiet in the community this summer compared to the past due to COVID-19. Children are not playing or doing anything active outside. The council is very concerned about our youth.
- Camp Croft would like to see more police in the area policing the community and getting to know the community/tenants.



2271 SOUTH PINE STREET, SPARTANBURG, SC 29302
PHONE: 864.598.6000 FAX: 864-598-6155
INFO@SHASC.ORG



EQUAL HOUSING OPPORTUNITY
TTY# 1-800-735-8583





Prince Hall Apartments:

- Summer Food is going well, and number of children being served remains steady. The participation could be more if we had more activities. Summer Food has allowed the council to get to know the residents to learn what they would like to see in their community.
- Speed Bumps are still needed in the community.
- Prince Hall Apartments has new community officers who are very effective in our area.
- The first stage of camera installation has started. We are excited to see the progress from Spartanburg Housing Authority.
- The property management team are Rockstar's and help wherever needed for the property.



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Action Item & Resolution 2020-21

Bad Debt Write Offs

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Third Quarter FY 2020 Bad Debt Write-Offs
Resolution 2020-21**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners adopt Resolution No. 2020-21, authorizing the write-off of uncollected accounts receivables from April 1, 2020 – June 30, 2020 in the amount of \$13,917.09.

CONTACT PERSON:

Jose Calicdan
Interim Finance Director
(864) 598-6041

BACKGROUND:

(Past due Rent Collection Process)

Tenants are sent a late notice if rent remains unpaid after the eighth day of the month. Indicated in the late notice, the tenant has fourteen days from the date of the letter to pay the outstanding rent amount. The tenant is also advised in the late notice that if rent remains unpaid after the fourteenth day that the landlord would begin eviction proceedings against the tenant. Monthly, subsequent to the above time deadlines if rent is still unpaid and sufficient arrangements have not been made with the site manager, an eviction list is forwarded to the magistrate for processing. These annually uncollected rents are submitted to the Board of Commissioners for approval to be written off.

SUMMARY:

The amount presented for board approval for write-off for all properties for the period of April 1, 2020 – June 30, 2020 (third quarter FY 2020) is \$13,917.09. This is an increase of \$4,318.29 as compared to the same period in FY 2019 when write-offs were \$9,598.80, per attached summary.

FINANCIAL CONSIDERATIONS:

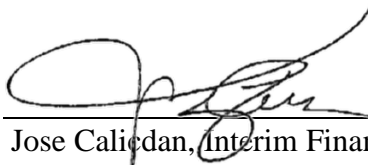
The Municipal Association of South Carolina (MASC) does not charge Spartanburg Housing Authority for this service. All fees are paid by the past tenants' set-offs collected.

POLICY CONSIDERATIONS:

Once approved a detailed listing of the tenants with unpaid rents is submitted to the Municipal Association of South Carolina (MASC) who then works with the South Carolina Department of Revenue (DOR) to offset any tax refund that may be generated for the tenant in the future. During this process the MASC system generates notices to the past tenant that advises them of the process.

A separate notice is also sent at the time an offset is made and a refund is sent to the Spartanburg Housing Authority.

Respectfully submitted:

A handwritten signature in black ink, appearing to read 'Jose Caliedan', is written over a horizontal line.

Jose Caliedan, Interim Finance Director
Housing Authority of the City of Spartanburg, SC

RESOLUTION NO. 2020-21

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
July 28, 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. 2020-21, authorizing the write-off of uncollected accounts receivables from April 1, 2020 – June 30, 2020 in the amount of \$13,917.09.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-21

DATE ADOPTED: July 28, 2020

		Spartanburg Housing Authority			
		Bad Debt Write Off Receipts			
		October 1, 2019 - June 30, 2020			
	<u>Properties (AMP's)</u>	<u>FY 2020</u>	<u>FY 2020</u>	<u>FY 2020</u>	
		<u>1st QTR</u>	<u>2nd QTR</u>	<u>3rd QTR</u>	
		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	
1	Camp Croft	\$ -	\$ 468.43	\$ -	
2	Archibald Village	\$ -	\$ -	\$ -	
3	Archibald Rutledge	\$ 10.00	\$ 19.00	\$ 40.35	
4	Scattered Sites	\$ -	\$ -	\$ -	
5	Prince Hall	\$ 479.05	\$ 635.83	\$ 1,777.00	
6	Victoria Garden	\$ -	\$ 1,884.58	\$ -	
7	Cambridge Place	\$ -	\$ -	\$ -	
8	Page Lake	\$ -	\$ -	\$ -	
9	JC Bull	\$ -	\$ -	\$ -	
10	Liberty	\$ -	\$ 10.00	\$ -	
11	Appian	\$ -	\$ -	\$ -	
	Total	\$489.05	\$3,017.84	\$1,817.35	

		Spartanburg Housing Authority				
		Bad Debt Write Off				
		April 1, 2020 - June 30, 2020				
	<u>Properties (AMP's)</u>	<u>FY 2020</u>	<u>FY 2019</u>	<u>Dollars</u>	<u>Percent</u>	
		<u>3rd QTR</u>	<u>3rd QTR</u>	<u>Inc./ (Dec.)</u>	<u>Inc/(Dec)</u>	
		<u>Amount</u>	<u>Amount</u>			
1	Camp Croft	\$ -	\$ 1,771.19	\$ (1,771.19)	-100.0%	
2	Archibald Village	\$ -	\$ -	\$ -	-	
3	Archibald Rutledge	\$ 1,195.41	\$ 4,038.80	\$ (2,843.39)	-70.4%	
4	Scattered Sites	\$ -	\$ -	\$ -	-	
5	Prince Hall	\$ 7,286.56	\$ 1,853.20	\$ 5,433.36	293.2%	
6	Victoria Garden	\$ 5,435.12	\$ 1,935.61	\$ 3,499.51	180.8%	
7	Cambridge Place	\$ -	\$ -	\$ -	-	
8	Page Lake	\$ -	\$ -	\$ -	-	
9	JC Bull	\$ -	\$ -	\$ -	-	
10	Liberty	\$ -	\$ -	\$ -	-	
11	Appian	\$ -	\$ -	\$ -	-	
	Total	\$13,917.09	\$9,598.80	\$ 4,318.29	44.99%	



Action Item & Resolution 2020-22

2021 Public Housing Lease and Community Rules

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of 2020 Public Housing Lease and Community Rules
Resolution 2020-22**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioners adopt Resolution No. 2020-22, authorizing the approval of the 2020 Public Housing Lease and Community Rules to be effective October 1, 2020.

CONTACT PERSON:

Jessica M. Holcomb
Chief Operating Officer
(864) 598-6023

BACKGROUND:

Public housing leases are the basis of the legal relationship between the PHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD's 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)].

SUMMARY:

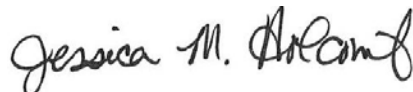
The PHA may modify its lease from time to time. However, the PHA must give residents 30 days advance notice of the proposed changes and an opportunity to comment on the changes. The PHA must also consider any comments before formally adopting the new lease [24 CFR 966.3].

A red line draft of proposed changes was provided to the Board of Commissioners on June 28, 2020. The proposed changes were presented to members of the resident council on July 15, 2020 with no suggested changes. A 30-day public comment period was held until July 16, 2020 with no comments received. Upon board approval, residents will be notified 60 days in advance and the Lease will be effective October 1, 2020.

FINANCIAL CONSIDERATIONS:

The Lease changes includes an increase in the late fee from fifteen dollars to twenty-five dollars.

Respectfully submitted:



Jessica M. Holcomb, COO
Housing Authority of the City of Spartanburg, SC

RESOLUTION NO. 2020-22

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
July 28, 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. 2020-22 authorizing the approval of the 2020 Public Housing Lease and Community Rules to be effective October 1, 2020.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-22

DATE ADOPTED: July 28, 2020



Document:

2020 Public Housing Lease Revisions

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

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.

Tenant Initials: _____

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.

Tenant Initials: _____

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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~~Tenant 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 ~~not~~ 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.

Tenant Initials: _____

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.

Tenant Initials: _____

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

- ~~34-30.~~ 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 ~~managementthe 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.

Tenant Initials: _____

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 law~~the 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.

Tenant Initials: _____

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.

Tenant Initials: _____

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 the Landlord. 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

Tenant Initials: _____

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.

Tenant Initials: _____

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 copyof 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 willinglymaking 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

Tenant Initials: _____



Document:

2020 Community Rules Revisions

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



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 ~~\$15~~\$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 ~~\$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 any time.
- 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.

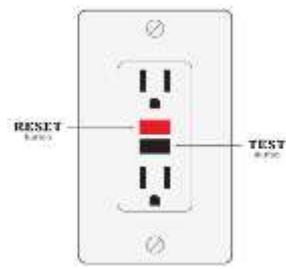
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c)

- 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.

- 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.**





Action Item & Resolution 2020-23

Approval of Amendments to the Marche Gault Scholarship Fund

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

**Approval of Amendments to the Marche Gault Scholarship Fund
Resolution 2020-23**

RECOMMENDATION:

It is hereby recommended that the Board of Commissioner adopt Resolution No. 2020-23, to authorize the CEO to amend the current Marche Gault Scholarship Fund by reducing the current corpus amount from \$75,000 to \$50,000 and expanding the scholarship opportunities to include the Housing Choice Voucher (HCV) program participants along with the Public Housing residents.

CONTACT PERSON:

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

BACKGROUND:

The Spartanburg Housing Authority (SHA) has a scholarship fund for public housing residents for the opportunity to pursue higher education. To be eligible for the scholarship an individual must reside in public housing for a minimum of 1 year, be a graduating senior, or enrolled in post education. This scholarship is for post-secondary educational opportunities at a college and/or technical school.

The SHA Scholarship Fund was established in 1997. The fund was later renamed for Marche Gault who was a SHA Resident Services employee, who passed away in 2003. During her years of service, Ms. Gault was instrumental in developing youth services at SHA including a choir, track team, and after school programs. The Marche Gault Scholarship fund has a balance of \$80,679.68. Marche Gault Scholarships has a maximum annual award cap of \$2,000 per recipient with a current fund balance corpus of \$75,000. The fund is managed by the Spartanburg County Foundation. The Marche Gault Scholarship Fund has awarded 74 scholarships since 2001, totaling \$126,378. Attached is a recipient list for 2010-2016.

Internal meetings have been held to determine how to revive the scholarship program. We have examined creating a steering committee, redeveloping the program structure, and hosting an annual event to increase funds. In 2003, the Spartanburg Housing Authority Board of Commissioner approved for Triton and Morris Communication antenna revenue be donated to the Marche Gault Scholarship. The antenna is now owned by T-Mobile. The approximate amount annually contributed from the antenna will be \$22,400.

SUMMARY:

This amendment would allow staff to make the recommended program changes so we can revive the scholarship program and begin awarding scholarships to deserving students beginning the Spring of 2021.

FINANCIAL CONSIDERATIONS:

In addition to fundraising efforts, the Marche Gault Scholarship funds receive approximately \$22,400 beginning October 2020 from the T-Mobile antenna at Archibald Rutledge Apartments.

Respectfully submitted:

A handwritten signature in cursive script, appearing to read "Cierra Fowler", enclosed within a dashed rectangular box.

Cierra Fowler, Director of Resident and Community
Engagement
Housing Authority of the City of Spartanburg, SC

RESOLUTION NO. 2020-23

**ADOPTED BY THE BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY
July 28, 2020**

**BE IT RESOLVED BY THE ^{page 56}BOARD OF COMMISSIONERS OF
THE SPARTANBURG HOUSING AUTHORITY**

It is hereby recommended the Board of Commissioners adopt Resolution No. 2020-23, authorizing to authorize the CEO to amend the current Marche Gault Scholarship Fund by reducing the current corpus amount from \$75,000 to \$50,000 and expanding the scholarship opportunities to include the Housing Choice Voucher (HCV) program participants along with the Public Housing residents.

Matthew Myers, Chairman

ATTEST:

Secretary

FOR CLERK USE ONLY

RESOLUTION NO. 2020-23

DATE ADOPTED: July 28, 2020

Marche Gault Scholarship Recipients (0343)

01/01/2010 - 06/23/2020

Posting Date	Amount	Folio	Name
8/23/2010	(\$2,000.00)	VD18683	Wofford College
8/26/2010	\$2,000.00	CD018685	Spartanburg Community College
8/26/2010	\$2,000.00	CD018684	University of South Carolina
8/26/2010	\$2,000.00	CD018683	Wofford College
10/20/2010	\$2,000.00	CD019037	Spartanburg Methodist College
1/13/2011	\$1,000.00	CD019631	USC Upstate
1/18/2011	(\$1,000.00)	AE011811	Spartanburg Methodist College
8/18/2011	\$1,000.00	CD021187	Virginia College
8/18/2011	\$600.00	CD021185	Spartanburg Community College
8/18/2011	\$650.00	CD021188	Spartanburg Community College
8/18/2011	\$1,000.00	CD021189	Virginia College
8/18/2011	\$1,000.00	CD021190	Georgia Military College
8/18/2011	(\$1,000.00)	VD021187	Virginia College
8/18/2011	\$1,000.00	CD021184	Virginia College
8/18/2011	\$665.00	CD021191	Spartanburg Community College
12/9/2011	\$1,000.00	CD021848	Virginia College
12/9/2011	\$600.00	CD021849	Spartanburg Community College
12/9/2011	\$650.00	CD021850	Spartanburg Community College
12/9/2011	\$1,000.00	CD021851	Virginia College
12/9/2011	\$1,000.00	CD021852	Georgia Military College
12/9/2011	\$600.00	CD021853	Spartanburg Community College
2/29/2012	(\$600.00)	AE030112	Spartanburg Community College
8/2/2012	\$1,445.00	CD023647	Spartanburg Community College Foundation
8/2/2012	\$1,460.00	CD023648	Spartanburg Community College Foundation
8/9/2012	\$1,000.00	CD023694	South University Online
8/9/2012	\$1,000.00	CD023695	Virginia College
8/9/2012	\$1,000.00	CD023696	Virginia College
8/9/2012	\$1,000.00	CD023697	USC Upstate
8/9/2012	\$1,000.00	CD023698	North Carolina A & T University
8/9/2012	\$1,000.00	CD023699	Columbia College
8/9/2012	\$1,000.00	CD023701	Dodge City Community College & Technical School
8/16/2012	\$827.00	CD023727	Spartanburg Community College Foundation
8/16/2012	\$1,000.00	CD023729	Spartanburg Methodist College
8/16/2012	\$1,000.00	CD023728	Georgia Military College

10/30/2012	(\$1,000.00) CR121030	South University Online
12/6/2012	\$1,000.00 CD024374	Spartanburg Methodist College
12/6/2012	\$540.00 CD024367	Spartanburg Community College Foundation
12/6/2012	\$1,000.00 CD024368	Virginia College
12/6/2012	\$1,000.00 CD024369	Virginia College
12/6/2012	\$1,000.00 CD024370	USC Upstate
12/6/2012	\$1,000.00 CD024371	North Carolina A & T University
12/6/2012	\$1,000.00 CD024372	Columbia College
12/6/2012	\$1,000.00 CD024373	Dodge City Community College & Technical School
12/6/2012	\$555.00 CD024366	Spartanburg Community College Foundation
1/17/2013	\$1,173.00 CD024794	South Carolina State University
8/5/2013	\$1,000.00 CD026235	USC Upstate
8/5/2013	\$1,000.00 CD026234	Virginia College
8/5/2013	\$969.30 CD026232	Spartanburg Community College
8/5/2013	\$1,000.00 CD026231	Spartanburg Community College
8/5/2013	\$1,000.00 CD026233	North Greenville University
8/9/2013	\$1,000.00 CD026272	North Carolina A & T University
8/9/2013	\$800.00 CD026270	Spartanburg Community College
8/9/2013	\$1,000.00 CD026273	USC Upstate
8/15/2013	\$1,000.00 CD026325	South Carolina State University
8/29/2013	\$1,000.00 CD026415	Lander University
8/29/2013	\$1,000.00 CD026414	Spartanburg Methodist College
9/18/2013	\$30.70 CD026549	Spartanburg Community College
10/18/2013	(\$30.70) VD026549	Spartanburg Community College
10/24/2013	\$30.70 CD026748	Spartanburg Community College
12/12/2013	\$1,000.00 CD027118	USC Upstate
12/12/2013	\$1,000.00 CD027115	USC Upstate
12/12/2013	\$1,000.00 CD027116	North Greenville University
12/12/2013	\$1,000.00 CD027117	Virginia College
12/12/2013	\$1,000.00 CD027119	Spartanburg Methodist College
12/12/2013	\$1,000.00 CD027120	Lander University
12/12/2013	\$1,000.00 CD027114	North Carolina A & T University
12/20/2013	(\$1,000.00) VD027119	Spartanburg Methodist College
1/27/2014	(\$1,000.00) CR140127	Lander University
2/27/2014	\$417.66 CD027627	Spartanburg Community College Foundation
4/14/2014	(\$417.66) CR140414	Spartanburg Community College Foundation
8/14/2014	\$2,000.00 CD029050	Coker College
8/14/2014	\$2,000.00 CD029049	USC Upstate

8/14/2014	\$100.85 CD029052	Spartanburg Community College Foundation
8/14/2014	\$972.50 CD029051	Spartanburg Community College Foundation
8/28/2014	\$2,000.00 CD029157	USC Upstate
9/19/2014	\$900.00 CD029291	Spartanburg Community College Foundation
1/26/2015	\$1,035.67 CD033363	Spartanburg Community College Foundation
1/26/2015	\$1,027.50 CD033364	Spartanburg Community College Foundation
5/7/2015	\$1,060.67 CD030545	Spartanburg Community College Foundation
5/21/2015	(\$1,035.67) CR150521	Spartanburg Community College Foundation
7/30/2015	\$1,000.00 CD031454	Coker College
7/30/2015	\$1,000.00 CD031453	College of Charleston
7/30/2015	\$1,000.00 CD031452	Spartanburg Community College Foundation
7/30/2015	\$1,000.00 CD031451	Spartanburg Community College Foundation
7/30/2015	\$1,000.00 CD031450	USC Upstate
8/20/2015	\$366.68 CD031668	Spartanburg Community College Foundation
12/23/2015	\$1,000.00 CD032748	Spartanburg Community College
12/23/2015	\$2,000.00 CD032747	Spartanburg Community College
12/23/2015	\$1,000.00 CD032749	USC Upstate
12/23/2015	\$1,000.00 CD032746	Spartanburg Community College
1/7/2016	\$1,000.00 CD032887	University of Florida
1/7/2016	(\$1,000.00) AE010716	---
1/8/2016	\$1,000.00 CD032908	College of Charleston
1/8/2016	\$1,000.00 CD032907	Coker College
1/28/2016	(\$2,000.00) AE020116	Spartanburg Community College
2/4/2016	\$2,000.00 CD033512	USC Upstate
Total		
\$74,393.20		



CEO Monthly Report

Shaunté Evans

**Board of Commissioners Meeting
Tuesday, July 28, 2020**



Finance Report

Jose Calicdan

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

SPARTANBURG HOUSING AUTHORITY										
Cash Flow										
June 30, 2020										Oct -June
INFLOWS:	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Nine months
	Actual	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	1,056,519	9,188,555
Section 8 HAP - Mainstream subsidy				-	9,006	17,520	36,955	16,453	16,453	96,387
Section 8 Admin Subsidy	104,029	104,055	123,594	108,101	108,102	109,389	166,183	115,494	114,601	1,053,548
Section 8 Admin -CARES STIMULUS -COVID								266,123	0	266,123
Mod Rehab HAP	96,911	96,903	96,903	96,903	96,903	96,903	30,327	96,903	96,903	805,559
Mod Rehab Admin	12,162	12,162	12,162	12,162	12,162	12,162	12,162	12,162	12,162	109,458
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	153,631	1,485,197
Tax Credit Properties Subsidy	31,591	31,591	37,412	38,581	38,581	19,589	19,589	17,021	17,021	250,974
TBRA-HCV	10,175	10,019	9,758	9,758	9,758	10,256	8,817	10,361	10,713	89,615
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	44,200	402,304
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	1,522,203	13,744,491
ROSS	12,163	14,739	14,209	17,426	13,975	8,076	5,138	18,468	8,339	112,533
CFP and RHF	335,003	-	112,391	154,929	19,702	81,100	24,197	6,708	491,289	1,225,319
2) Other Grant Revenue	347,166	14,739	126,600	172,355	33,677	89,176	29,335	25,175	499,628	1,337,852
Public Housing Rents	119,888	111,060	98,589	110,356	106,140	116,844	104,449	112,879	108,725	988,931
JC Bull Rents	27,966	27,848	28,077	28,007	28,291	27,865	28,330	28,367	28,170	252,921
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	136,895	1,241,852
4) Misc Receipts	66,142	97,317	87,288	16,986	15,938	24,806	442,004	57,244	84,009	891,733
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	2,020,513	2,242,734	18,309,132
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, IT, 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.										

[illegible]

SPARTANBURG HOUSING AUTHORITY
AGENCY WIDE INCOME STATEMENT -CORE PROGRAMS

Actual to Budget Variance Comparison
 For nine (9) months ending June 30, 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	Public Housing											
	Total Revenue	\$ 274,349	\$ 271,760	\$ 2,589	1%	\$ 2,592,263	\$ 2,445,995	\$ 146,268	6%	3,260,065	79.5%	25.0%
	Total Operating Expenses	311,982	264,136	47,846	18%	2,359,831	2,454,238	(94,407)	-4%	3,201,548	73.7%	25.0%
	Reserve transfer out (in)		(956)				(8,600)			(11,467)		
	Net Operating Income	\$ (37,633)	\$ 8,580	\$ (46,212)	-539%	\$ 232,432	\$ 357	\$ 232,075	64961%	69,984		
YTD revenue exceeded the budget by \$146K or 6% higher primarily due to subsidy and rental income while YTD operating expenses incurred were below budget by \$94K or 4% lower, thus resulting to net income of \$232K. However the MTD result shows a net loss of \$38K due to higher maintenance expenses of \$25K. and bad debt expense of \$13K.												
2	HCV Program - HAP only											
	Total Revenue	\$ 1,056,669	\$ 962,696	\$ 93,973	10%	\$ 9,144,014	\$ 8,664,268	\$ 479,746	6%	11,552,357	79.2%	25.0%
	Total Expenses	\$ 1,082,137	\$ 961,862	120,275	13%	\$ 9,232,899	\$ 8,656,771	576,128	7%	11,542,357	80.0%	25.0%
	Net Operating Income (loss)	\$ (25,468)	\$ 834	\$ (26,302)	-3154%	\$ (88,885)	\$ 7,497	\$ (96,382)	-1286%	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	\$ 114,837	\$ 104,283	\$ 10,554	10%	\$ 1,057,966	\$ 938,551	\$ 119,415	13%	1,251,396	84.5%	25.0%
	Total Expenses	\$ 64,950	\$ 107,982	(43,032)	-40%	\$ 836,453	\$ 967,033	(130,580)	-14%	1,288,995	64.9%	25.0%
	Reserve transfer out (in)	\$ -	\$ (3,133)			\$ -	\$ (28,199)	28,199		(37,599)		
	Net Operating Income (loss)	\$ 49,887	\$ (566)	\$ 50,453	n/a	\$ 221,513	\$ (283)	\$ 221,796		-		
*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 June, 2020, the YTD revenue exceeded the budget by \$119K while the operating expenses incurred were below budget by \$131K or 14% lower, thus showing a net income of \$221k.												
4	Mod Rehab Program - HAP only											
	Total Revenue	96,903	96,543	\$ 360	0%	872,575	868,887	\$ 3,688	0%	1,158,516	75.3%	25.0%
	Total Expenses	90,620	96,543	(5,923)	-6%	824,333	868,887	(44,554)	-5%	1,158,516	71.2%	25.0%
	Net Operating Income	\$ 6,283	\$ -	\$ 6,283		\$ 48,242	\$ -	\$ 48,242		-		
* HUD is funding the program at the budget level. YTD expenses below budget by \$44K , thus resulting to net income \$48K.												
5	Mod Rehab Program - Admin only											
	Total Revenue	\$ 12,162	\$ 11,554	\$ 608	5%	\$ 109,458	\$ 103,986	\$ 5,472	5%	138,646	78.9%	25.0%
	Total Expenses	6,277	8,080	(1,803)	-22%	65,418	70,508	(5,090)	-7%	93,978	69.6%	25.0%
	Net Operating Income (loss)	\$ 5,885	\$ 3,474	\$ 2,411	69%	\$ 44,040	\$ 33,478	\$ 10,562	32%	44,668		
*Calculated as percentage allocation of HCV Admin budget. The YTD revenue exceeded the budget by \$5K while the YTD operating expenses incurred were below budget by \$5K, thus showing a YTD net income of \$44K.												
6	COCC Program Only											
	Total Revenue	\$ 163,225	\$ 120,911	\$ 42,314	35%	\$ 1,382,076	\$ 1,088,058	\$ 294,018	27%	1,450,747	95.3%	25.0%
	Total Expenses	\$ 119,084	\$ 138,204	(19,120)	-14%	\$ 1,243,996	\$ 1,369,544	\$ (125,548)	-9%	1,718,971	72.4%	25.0%
	Reserve transfer out (in)	\$ -	\$ (22,352)			\$ -	\$ (201,168)	201,168		(268,224)	0.0%	
	Net Operating Income	\$ 44,141	\$ 5,059	\$ 39,082	773%	\$ 138,080	\$ (80,318)	\$ 218,398	-272%	-		
* COCC was budgeted at zero income or break even by using reserve of \$268K. YTD revenue exceeded the budget by \$294K or 27% higher due to cash distribution received from VISTA Management while the YTD operating expenses incurred were below budget by \$1125K or 9%,lower, thus reducing the net loss.												
7	JC BULLS (100 units)											
	Total Revenue	\$ 72,512	\$ 68,879	\$ 3,633	5%	\$ 661,406	\$ 619,911	\$ 41,495	7%	826,550	80.0%	25.0%
	Total Operating Expenses	\$ 43,197	\$ 58,982	(15,785)	-27%	\$ 386,831	\$ 537,044	\$ (150,213)	-28%	705,356	54.8%	25.0%
	Net Operating Income	\$ 29,315	\$ 9,897	\$ 19,418	196%	\$ 274,575	\$ 82,867	\$ 191,708	231%	121,194		
* YTD operating expenses under budget by \$150K or 28% lower, thus showing a net income of \$275K as compared to budget of \$83K. No concerns at this time.												
8	OVERALL RESULTS											
	Sub-total	\$ 72,410				\$ 869,998	\$ 43,599	\$ 826,399	1895.48%			
		(10,635)	Mainstream			(58,152)	Mainstream					
		423	TBRA			3,153	tbra					
	Net Operating Income	\$ 62,197	okay			\$ 814,999	okay					

HAP FUND ANALYSIS											
CY -2020											
	HUD - CY- 2019			HUD - CY- 2020					SHA - FY- 2020		
	Nine months	Three months	12 MONTHS						Three months	Six months	Nine months
	Jan - Sept 2019	Oct -Dec 2019	Jan -Dec 2019	Jan - March 2020	Apr-20	May-20	Jun-20	Total	Oct -Dec 2019	Jan - June 2020	Oct 2019- June 2020
TOTAL HAP DISBURSEMENTS	\$ 8,613,813	\$ 2,872,804	\$ 11,486,617	\$ 3,086,600	\$ 1,064,137	\$ 1,063,805	\$ 1,056,669	\$ 6,271,210	\$ 2,872,804	\$ 6,271,210	\$ 9,144,015
TOTAL HAP EXPENSES	8,511,229	3,013,777	11,525,006	3,039,539	\$ 1,039,148	\$ 1,058,298	\$ 1,082,137	\$ 6,219,122	3,013,777	6,219,122	9,232,899
CASH SURPLUS - (SHORTFALL)	102,584	(140,973)	(38,389)	47,061	\$ 24,989	\$ 5,507	\$ (25,468)	52,088	(140,973)	52,088	(88,884)
	↓	↓	↓					↑	↑		
	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 nine (9) months ending June 30, 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	Camp Croft											
	Total Revenue	\$ 58,789	\$ 56,155	\$ 2,634	5%	\$ 550,367	\$ 505,766	\$ 44,601	9%	673,386	81.7%	16.7%
	Total Expenses	61,298	54,172	7,126	13%	524,066	520,034	4,032	1%	673,386	77.8%	16.7%
	Reserve transfer out (in)	-	-	-	-	-	-	-	-	-	-	-
	Net Operating Income (loss)	\$ (2,509)	\$ 1,983	\$ (4,492)		\$ 26,301	\$ (14,268)	\$ 40,569		-	-	-
2	Archibald Village											
	Total Revenue	\$ 17,685	\$ 27,525	\$ (9,840)	-36%	\$ 235,503	\$ 247,725	\$ (12,222)	-5%	330,307	71.3%	16.7%
	Total Operating Expenses	\$ 23,099	\$ 24,333	\$ (1,234)	-5%	198,837	230,406	\$ (31,569)	-14%	298,174	66.7%	16.7%
	Net Operating Income	\$ (5,414)	\$ 3,192	\$ (8,606)	-270%	\$ 36,666	\$ 17,319	\$ 19,347	112%	32,133	-	-
3	Archibald Hi-Rise											
	Total Revenue	\$ 78,840	\$ 74,307	\$ 4,533	6%	\$ 690,984	\$ 668,763	\$ 22,221	3%	891,680	77.5%	16.7%
	Total Expenses	\$ 74,281	\$ 75,376	\$ (1,095)	-1%	616,776	675,199	\$ (58,423)	-9%	891,680	69.2%	16.7%
	Reserve transfer out (in)	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	-	-	-
	Net Operating Income	\$ 4,559	\$ (1,069)	\$ 5,628	-526%	\$ 74,208	\$ (6,436)	\$ 80,644	-1253%	-	-	-
4	Scattered Sites											
	Total Revenue	\$ 3,279	\$ 4,420	\$ (1,141)	-26%	\$ 38,221	\$ 39,780	\$ (1,559)	-4%	53,030	72.1%	16.7%
	Total Expenses	\$ 17,649	\$ 4,771	12,878	270%	47,538	50,525	(2,987)	-6%	64,497	73.7%	16.7%
	Reserve transfer out (in)		(956)	956			(8,600)	8,600		(11,467)		
	Net Operating Income (loss)	\$ (14,370)	\$ 605	\$ (14,975)	-2477%	\$ (9,317)	\$ (2,145)	\$ (7,172)	334%	-	-	-
5	Prince Hall											
	Total Revenue	\$ 54,487	\$ 55,541	\$ (1,054)	-2%	\$ 545,053	\$ 499,653	\$ 45,400	9%	665,934	81.8%	16.7%
	Total Expenses	\$ 74,680	\$ 53,869	20,811	39%	506,126	480,869	25,257	5%	628,083	80.6%	16.7%
	Net Operating Income (loss)	\$ (20,193)	\$ 1,672	\$ (21,865)	-1308%	\$ 38,927	\$ 18,784	\$ 20,143	107%	37,851	-	-
6	Victoria Gardens											
	Total Revenue	55,587	51,512	\$ 4,075	8%	\$ 509,343	\$ 463,608	\$ 45,735	10%	618,138	82.4%	16.7%
	Total Expenses	58,742	49,362	9,380	19%	451,925	475,627	(23,702)	-5%	618,138	73.1%	16.7%
	Net Operating Income	\$ (3,155)	\$ 2,150	\$ (5,305)		\$ 57,418	\$ (12,019)	\$ 69,437		-	-	-
7	Cambridge/Brawley											
	Total Revenue	\$ 5,683	\$ 2,300	\$ 3,383	147%	\$ 22,793	\$ 20,700	\$ 2,093	10%	27,590	82.6%	16.7%
	Total Operating Expenses	2,232	2,253	(21)	-1%	14,563	21,578	(7,015)	-33%	27,590	52.8%	16.7%
	Net Operating Income	\$ 3,451	\$ 47	\$ 3,404	7243%	\$ 8,230	\$ (878)	\$ 9,108	-1037%	-	-	-
	Net Operating Income	(37,631)	8,580	(46,211)		232,433	357	232,076				
	Reserve transfer out (in)	-	(956)	956		-	(8,600)	8,600				
	Per Consolidated Stmt	(37,631)	7,624	(45,255)		232,433	(8,243)	240,676				



Monthly Reports: Programs Dashboard

**Board of Commissioners Meeting
Tuesday, July 28, 2020**

July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

ASSET MANAGEMENT DEPARTMENT MONTHLY REPORT—JUNE 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 June 30, 2020, Asset Management ended the month at 92.96% 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 94.97% overall occupancy. Total Vacant Units excluding Scattered Sites is 25 Units; 7 of which are off-line for extensive repairs (3 Camp Croft Courts, 1 Victoria Gardens, and 2 at Archibald Hi-Rise and 1 Prince Hall). Leasing has ended at ALL SITES due to the upcoming RAD conversion of Victoria Gardens. SHA Public Housing units will be used as temporary housing for families during the rehabilitation.

HUD GOAL	SHA Actual	Excluding Outliers	VISTA Managed PH
97%	92.96%	94.97%	99.09%

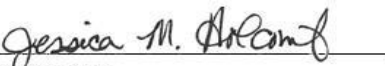
TENANT ACCOUNTS RECEIVABLE REPORTS:

The Tenant Accounts Receivable Collection rate for SHA managed developments was 70.45% for all public housing properties and 100.83% 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 act to collect all debts and have made referrals for families to reach out to local public assistance agencies to receive aid during this pandemic. 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%	70.45%	100.83%

Tenant Charge Analysis Report for June 2020

Property	AGED TENANT ACCOUNTS RECEIVABLES								OCCUPANCY	
	CHARGED	UNPAID	TARS	PREPAYS	ACTIVE	INACTIVE	TOTAL	YTD ACTUAL NOI		
Camp Croft	\$ 26,830.61	\$ 17,425.93	40.82%	\$ 1,748.13	\$ 15,677.80	\$ 201.84	\$ 15,879.64	\$ 41,868.00	95.83%	
Archibald Village	\$ 12,126.50	\$ 75.00	107.17%	\$ 513.25	\$ (438.25)	\$ (431.00)	\$ (869.25)	\$ 44,288.00	96.00%	
Archibald Rutledge	\$ 37,307.00	\$ 1,426.00	107.22%	\$ 3,887.43	\$ (2,461.43)	\$ (231.50)	\$ (2,692.93)	\$ 96,386.00	98.00%	
Scattered Sites	\$ 2,677.00	\$ -	107.94%	\$ 211.50	\$ (211.50)	\$ (1.00)	\$ (212.50)	\$ (7,318.00)	33.33%	Repairs to 124 Chesea St.
Prince Hall	\$ 14,358.35	\$ 10,623.23	36.96%	\$ 1,503.08	\$ 9,120.15	\$ (68.38)	\$ 9,051.77	\$ 45,631.00	93.00%	charged total is less due to bad debt write-off amount of \$7286.56
Victoria Gardens	\$ 12,756.34	\$ 10,399.58	21.37%	\$ 808.22	\$ 9,591.36	\$ 439.58	\$ 10,030.94	\$ 63,145.00	88.75%	charged total is less due to bad debt write-off amount of \$5435.12
Cambridge Place/Brawley	\$ 1,720.00	\$ 607.00	66.89%	\$ 37.40	\$ 569.60	\$ (0.18)	\$ 569.42	\$ 8,639.00	100.00%	
PH TOTAL	\$ 107,775.80	\$ 40,556.74	70.45%	\$ 8,709.01	\$ 31,847.73	\$ (90.64)	\$ 31,757.09	\$ 292,639.00	92.96%	
Page Lake	\$ 3,523.00	\$ -	101.02%	\$ 36.00	\$ (36.00)	\$ -	\$ (36.00)	\$ 36,930.00	100.00%	
JC Bull	\$ 28,618.50	\$ -	102.96%	\$ 177.00	\$ (177.00)	\$ (848.00)	\$ (848.00)	\$ 409,871.00	96.00%	
Liberty	\$ 1,985.00	\$ -	103.50%	\$ 69.50	\$ (69.50)	\$ -	\$ (69.50)	\$ 13,566.00	100.00%	
Appian	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 34,411.00	0.00%	All Units are Vacant and Pending Sell
Fisher	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -		100.00%	Rent has not been charged as the unit is uninhabitable due to the tornado.
Total	\$ 34,126.50	\$ -	100.83%	\$ 282.50	\$ (282.50)	\$ (848.00)	\$ (1,130.50)	\$ 494,778.00	96.52%	

Respectfully Submitted, 
 Jessica Holcomb, Deputy Director
 Spartanburg Housing Authority



July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

DEVELOPMENT & CAPITAL FUND MONTHLY REPORT – June 2020

CONTACT PERSON:

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

DEVELOPMENT PROJECTS

Southside Projects

- Consists of Collins Park, Cottage Grove, and The Ridge at Southport
- 110 Public Housing Units that will convert to Rental Assistance Demonstration (RAD)
- Still determining if the project will be a refinance or no debt conversion
- Reviewing the 20 year Replacement for Reserve quotes

Victoria Gardens

- Apply for Opportunity Zone rent boost of \$100 per unit per month
- Rental assistance will now be PBRA instead of PBV
- RBC (Equity Provider) confirmed that credit pricing will not change
- Participate in weekly construction phasing/relocation calls with NHPF(Developer), Delck Group, LLC (Relocation Consultant) and McCrory Construction (Contractor)
- Ross Deckard (Architect), McCrory Construction (Contractor), NHPF (Developer), and SHA performed a reworking of scopes for architect and contractor

New office/Star Mills

- ✓ As of July 14, 2020, the following progress was provided by contractors:
- ✓ Installation of window frames and glass 95% complete
- ✓ Completion of metal stud framing
- ✓ Completion of electrical, plumbing, and HVAC rough-in
- ✓ Installation of gutters and soffits
- ✓ Blocking for plumbing and elevator
- ✓ Installation of drywall 90% complete on first floor
- ✓ Permanent power installed

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	\$785,345.06	\$141,101.94
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	\$465,667.04	\$465,677.04	\$780,424.96
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:



WWW.SHASC.ORG

- 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

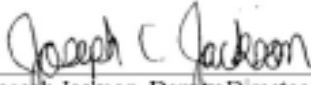
2017 Capital Fund Grant

- Modernization of first elevator at Archibald scheduled to be completed on August 10

2018 Capital Fund Grant

- Tsunami camera installation scheduled to be completed by the end of July

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 – JUNE 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 %
94.8%	103.8%	94.5%	108.1%

- 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
92%	97%	98%	56%

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

Norris Ridge
91%

- 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 September 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 34 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 14 new move-ins: two (2) HCV, five (5) PBV/RAD, and seven (7) MS. There were 15 move-outs.

Program	Units Allocated	Units Leased	Unused
HCV	1715	1583	132
PBV	273	265	8
RAD	367	360	7
MOD	190	174	16
MS	115	62	53
Totals	2660	2444	216

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

July 28, 2020

**Spartanburg Housing Authority
Spartanburg, SC 29302**

HONORABLE MEMBERS IN SESSION:

SUBJECT:

RESIDENT & COMMUNITY ENGAGEMENT MONTHLY REPORT – June 2020

CONTACT PERSON:

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

COMMUNITY AND SUPPORTIVE SERVICES

Highlights

- A Census Day was held at JC Bull Apartments with multiple prizes awarded to attendees from local community agencies. Resident Services provided a word search challenge and winners received gift basket of household items.
- To celebrate Father's Day, bags were created and delivered to all Head of Household men at each public housing site.
- COVID-19 testing events were held at Archibald Rutledge Apartments, Prince Hall Apartments, and Camp Croft. SHA partnered with the Spartanburg County Census Committee, League of Women Voters, and the City of Spartanburg to assist residents complete the census and register to vote at Prince Hall and Camp Croft properties.
- The FSS program enrolled eight (8) new participants (three (3) Public Housing and five (5) HCV/RAD) into the program for effective date 07/01/2020.
- Summer Food Kicked off on June 8, 2020. We served 1,762 meals during the month of June. Resident Council of JC Bull Apartments volunteered and made prize bags for the children in the Summer Food Program.

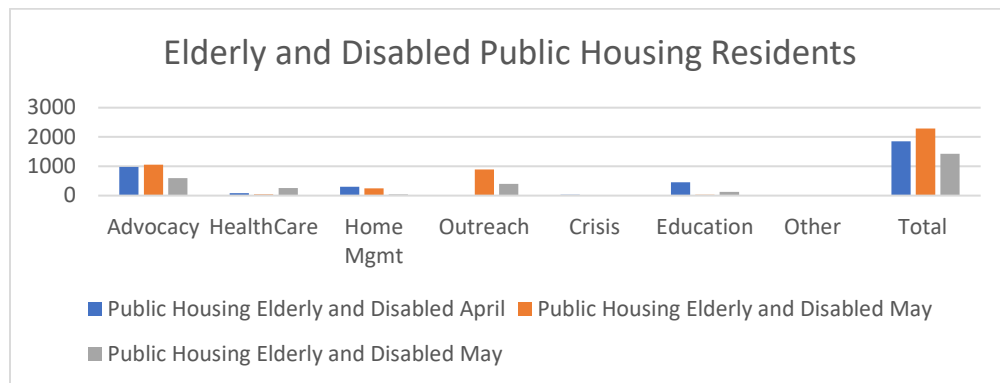
Resident Services Active Grants

Grant #	Grant Name	Closing Date	Remaining Balance	Notes
MFSC179397	Multi-Family	12/31/2020	\$47,184.62	
FSS18SC2129	FSS	12/31/2020	\$54,843.04	

EDSC Elderly and Disabled Program

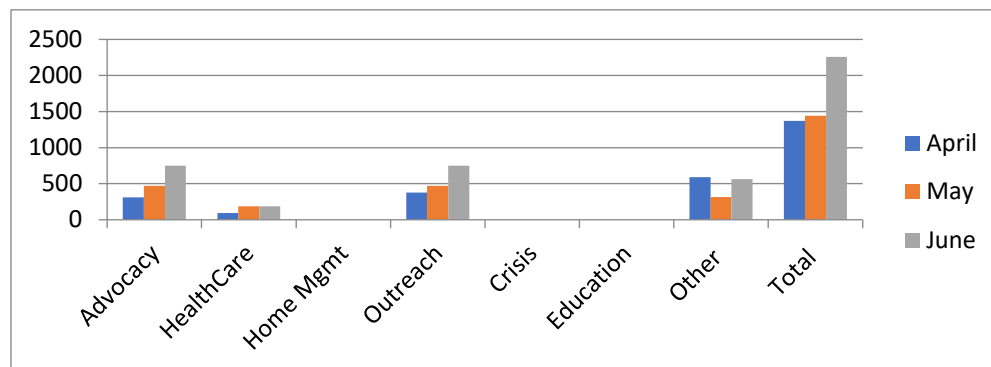
Number of Services (April, May, and June); Properties: Archibald High Rise, Archibald Village, Camp Croft Courts, Victoria Gardens, and Prince Hall.

Elderly and Disabled Public Housing Case Management



Multi -Family Service Coordinator

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

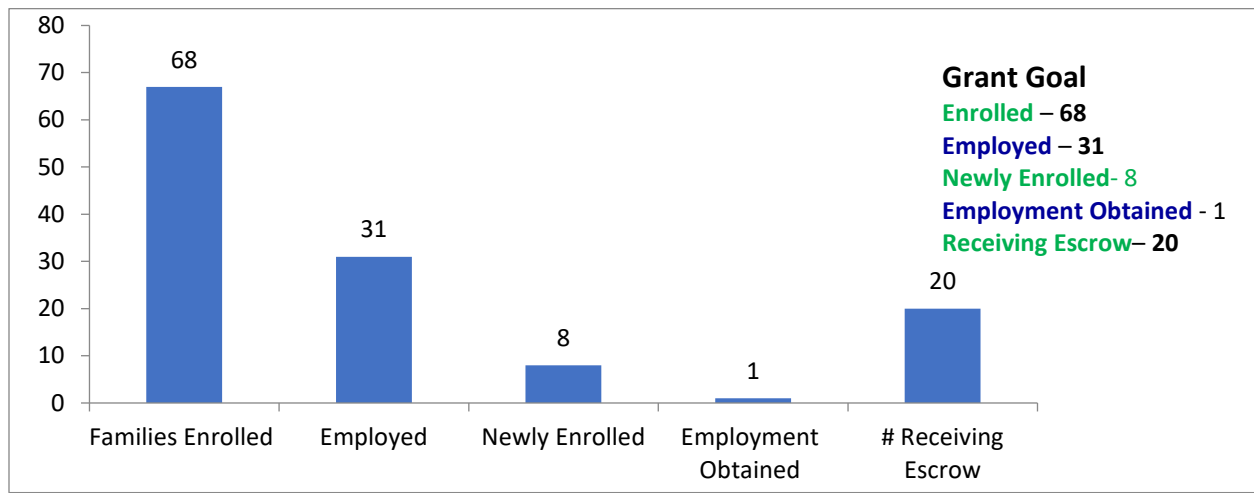


Family Self-Sufficiency (FSS) Grant as June

- **FSS** Current Escrow total is \$110,526.00
 - **HCV** Escrow Amount \$94,636.00
 - **PH** Escrow Amount \$15,890.00

June 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*
Cierra Fowler, Deputy Director
Spartanburg Housing Authority