



**PUBLIC NOTICE & AGENDA**  
**BELOIT COMMUNITY DEVELOPMENT AUTHORITY**  
**City Hall Forum - 100 State Street, Beloit, WI 53511**  
**4:30 PM**  
**Wednesday, November 29, 2023**

1. CALL TO ORDER AND ROLL CALL
2. MINUTES
  - 2.a. Consideration of the minutes of the October 25, 2023 Community Development Authority meeting  
[Attachment](#)
3. PUBLIC COMMENT
4. BELOIT HOUSING AUTHORITY
  - 4.a. Presentation of the October Activity Report (Cole)  
[Attachment](#)
  - 4.b. Presentation of the September Financial Report (Cole)  
[Attachment](#)
  - 4.c. Public Hearing and Consideration of Resolution 2023-19 Approving Revisions to Beloit Housing Authority's Public Housing Admission and Continued Occupancy Policy (Cole)  
[Attachment](#)
  - 4.d. Consideration of Resolution 2023-20 Approving Revisions to Beloit Housing Authority's 2024 Operating Budget (Cole)  
[Attachment](#)
5. COMMUNITY AND HOUSING SERVICES  
*No business to discuss.*
6. SUCH OTHER MATTERS AS AUTHORIZED BY LAW  
*No business to discuss.*
7. ADJOURNMENT

\*\* Please note that, upon reasonable notice, at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 364-6680, 100 State Street, Beloit, WI 53511.

**MINUTES**  
**COMMUNITY DEVELOPMENT AUTHORITY**  
**City Hall Forum – 100 State Street, Beloit, WI 53511**  
**4:30 PM**  
**Wednesday, October 25, 2023**

**1. CALL TO ORDER AND ROLL CALL**

Meeting was called to order by Chairperson Phillip Gorman at 4:30 p.m. Vice Chairperson Hartke, Councilor Leavy, and Commissioner Rodriguez, were present. Commissioner Bullock arrived at 4:38 pm.

**2. MINUTES**

**2.a. Consideration of the minutes of the September 27, 2023 Community Development Authority meeting**

Motion was made by Councilor Leavy Forbeck to approve the minutes, seconded by Vice Chairperson Hartke. Motion was approved, voice vote (4-0).

**3. PUBLIC COMMENT**

No Public Comments were made.

**4. BELOIT HOUSING AUTHORITY**

**4.a Presentation of the September Activity Report 2023**

Clinton Cole, Beloit Housing Authority Director, presented the September Activity Report.

**4.b Presentation of the August Financial Report 2023**

Clinton Cole, Beloit Housing Authority Director, presented the August Financial Report.

**4.c Public Hearing and Consideration of Resolution 2023-14 Approving the Beloit Housing Authority's 2024 Annual Plan**

Clinton Cole, Beloit Housing Authority Director, presented the 2024 Annual Plan.

Chairperson Gorman opened and closed the public hearing.

Chairperson Gorman asked if the BHA has implemented any new programs besides the Foster Youth To Independence initiative, and Clint stated that they had not.

Councilor Leavy asked for an update on the Foster Youth To Independence program. Clint reported that the BHA has received two referrals from the Southwest Wisconsin Workforce Development Board (SWWDB); however, no one has successfully leased to date. Clint stated that the SWWDB provides an advocate/case manager that works with the youth participant to guide them through the process and housing search. Motion was made by Vice Chairperson Hartke to approve Resolution 2023-14, seconded by Councilor Leavy. Motion was approved, voice vote (5-0).

4.d **Consideration of Resolution 2023-18 Approving Beloit Housing Authority's 2024 Operating Budget**

Clinton Cole, Beloit Housing Authority Director, presented the 2024 Operating Budget. Chairperson Gorman asked if the BHA foresees any increases in costs besides the anticipated increases in utilities, consumable goods, and materials. Clint responded that there were no additional anticipated increases.

Commissioner Bullock asked what is included within the maintenance cost budget category. Clint explained that the BHA utilizes contractors for specialty work such as, heating and cooling, plumbing, and electrical. The line item also consists of regular maintenance items such as light bulbs, door handles, and screens.

Motion was made by Vice Chairperson Hartke to approve Resolution 2023-16, seconded by Commissioner Rodriguez. Motion was approved, voice vote (5-0).

**5. COMMUNITY AND HOUSING SERVICES**

There was no business to discuss.

**6. SUCH OTHER MATTERS AS AUTHORIZED BY LAW**

There was no business to discuss.

**7. ADJOURNMENT**

Motion was made by Commissioner Rodriguez, seconded by Vice Chairperson Hartke to adjourn the meeting at 4:47 p.m. Motion was approved, voice vote (5-0).

# REPORTS AND PRESENTATIONS TO COMMUNITY DEVELOPMENT AUTHORITY



<b>Agenda Number:</b>	4a		
<b>Topic:</b>	October Activity Report		
<b>Date:</b>	November 29, 2023		
<b>Presenter:</b>	Clinton Cole	<b>Division:</b>	Beloit Housing Authority

## Overview/Background Information

The Housing Authority provides monthly activity reports to the Community Development Authority. This report is for information only.

## Key Issues

**Public Housing:**  
At the end of this reporting period, there were two public housing vacancies. Eight annual and 12 interim certifications were completed. 11 public housing inspections were conducted.

**Housing Choice Voucher (Section 8):**  
442 vouchers were housed on October 31, 2023, and five port-in vouchers were administered. The Housing Specialists completed 51 annual and 22 interim recertifications during this reporting period. 90 Housing Quality Standards (HQS) inspections were completed.

## Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal:

- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
- Goal #2 - Create and Sustain a High Performing Organization
- Goal #3 - Create and Sustain Economic and Residential Growth
- Goal #4 - Create and Sustain a High Quality of Life
- Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
- Goal #6 - Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

## Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. **Write N/A if not applicable:**  
  
N/A

## Action Required/Recommendation

No action required. Information only.

## Fiscal Note/Budget Impact

All fiscal/budget impacts are noted in the report.

## Attachments

October 2023 Activity Report

**Beloit Community Development Authority  
Activity Report to Board for October 2023**

**PUBLIC HOUSING**

Total Public Housing Units	131 Units	
Occupied on 10/31/2023	129 Units	98% Occupancy
Vacancies on 10/31/2023	2Units	2% Vacancy
Vacancies by Type		
Elderly	0 Units	100% Occupancy
Family	2 Units	98% Occupancy

**Public Housing Inspections**

11 annual inspections and one reinspection were completed during this reporting period.

**Public Housing Activities**

Annual Recertifications	8
Interim Recertifications	12
Tenant notices to Vacate *Not due to eviction	0
New Tenants	1
Transfers	0
Lease Terminations	0
Possible Program Violations	2
Evictions	0

**Public Housing Briefings**

Number Notified	10
Number Briefed	5

**Section 8 Program**

Total Under Lease on 10/31/2023	442 Vouchers
Total Portable Vouchers Paid	0 Vouchers
Total Port Out*	0 Vouchers
Total Port In*	5 Vouchers
October HCV HAP Funds Received	\$250,522
October HCV HAP Funds Expended	\$268,841
Current Per Unit Cost (PUC)	\$608

\* Port Out – Not absorbed by other Housing Authorities; paid by Beloit Housing Authority

\* Port In – Portable vouchers administered by BHA but paid by other Housing Authorities

### **Section 8 Inspections**

The BHA Inspector completed 41 annual inspections, 29 reinspections, 17 initial inspections, and three special inspections during this reporting period.

### **Section 8 Activities**

New Participants	3
Annual Recertifications	51
Interim Recertifications	22
Abatements	7
Unit Transfers	3
Possible Program Violations	2
End of Program	4
Port Ins	2
Port Outs	1

### **Section 8 Briefings**

Number Notified	0
Number Briefed/Vouchers Issued	0

### **APPLICATIONS ON WAITING LIST**

Public Housing East	148
Public Housing West	145
Parker Bluff	323
Section 8 Program	434

### **Family Self-Sufficiency Participants**

Section 8 – 21

Public Housing – 13

# REPORTS AND PRESENTATIONS TO COMMUNITY DEVELOPMENT AUTHORITY



<b>Agenda Number:</b>	4b		
<b>Topic:</b>	September 2023 Financial Report		
<b>Date:</b>	November 29, 2023		
<b>Presenter:</b>	Clinton Cole	<b>Division:</b>	Beloit Housing Authority

## Overview/Background Information

Each month, the Housing Authority provides a financial report to the Community Development Authority. This report is for information only.

## Key Issues

Attached is the Beloit Housing Authority Financial Statement prepared by the BHA Accountant as of September 30, 2023.

At the end of this reporting period, the Low Income Public Housing (LIPH) program income was \$479,000.54 and the LIPH expenses were \$358,009.10. There was a surplus of \$120,991.44 in LIPH.

At the end of this reporting period, inflows of revenue from LIPH Grants total \$332,309.77 and related grant expenses total \$332,309.77.

At the end of this reporting period, the Project Based Voucher (PBV) program income was \$0.00 and the expenses were \$1,316.47. The PBV had a deficit of \$1,316.47. The deficit is the result of the program ceasing operations. Operational expenses will continue to be incurred until a decision is made regarding the property at 240 Portland Avenue.

At the end of this reporting period, Phase 1 program income was \$281,371.96 and the expenses were \$243,050.11. Phase 1 had a surplus of \$38,321.85. Of this surplus, \$3.83 is the Housing Authority's portion.

At the end of this reporting period, Phase 2 program income was \$294,991.05 and the expenses were \$263,125.23. Phase 2 had a surplus of \$31,865.82. Of this surplus, \$3.19 is the Housing Authority's portion.

At the end of this reporting period, the Housing Choice Voucher (HCV) program income was \$2,624,620.45 and expenses were \$2,612,689.27. The HCV program had a surplus of \$11,931.18.

Debts owed BHA collected through September 2023: Total \$8,178.07  
TRIP Program: \$8,178.07 Repayments: \$0.00

## Conformance with Strategic Plan

Approval of this agreement would conform with the stated purpose of the following strategic goal:

- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
- Goal #2 - Create and Sustain a High Performing Organization
- Goal #3 - Create and Sustain Economic and Residential Growth
- Goal #4 - Create and Sustain a High Quality of Life
- Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
- Goal #6 - Create and Sustain Enhance Communications and Community Engagement, while maintaining a Positive Image

## Sustainability

(If applicable, briefly comment on the sustainable long term impact of this policy or program related to how it will impact both the built and natural environment. Consider whether the policy of program will reduce dependence upon fossil fuels, reduce dependence on chemicals and other manufacturing substances that accumulate in nature, reduce dependence on activities that harm life sustaining eco-systems, and/or meet the hierarchy of present and future human needs fairly and efficiently. Write N/A if not applicable)

N/A

**Action Required/Recommendation**

No action required. Information only.

**Fiscal Note/Budget Impact**

All fiscal/budget impacts are noted in the report.

**Attachments**

September 2023 Financial Report



## Consolidated 2023 Budget Report for LIPH/PBV - As of September 30, 2023

	YTD Actual					Annual Board Approved Budget		
	Income	Approved YTD	LIPH	LIPH Grants	PBV	Total	LIPH/PBV	Total
1 Dwelling Rental	-					-		-
2 Excess Utilities	-					-		-
3 Interest on Unrestricted Fund Investments	37.50	544.30				544.30	50.00	50.00
4 Income - Transfer In from Other Funds	-					-		-
5 Other Income - Tenants	-					-		-
6 HAP Fraud Recovery & FSS Forfeitures	-	370.00				370.00		-
7 Other Income - Bad Debt Collections	2,250.00	121.80				121.80	3,000.00	3,000.00
8 Other Income - Laundry/Copy Fees/Misc	21,000.00	365.05				365.05	28,000.00	28,000.00
9 Other Income - CFP/Operations Money	225,000.00	99,187.00	290,721.54			389,908.54	300,000.00	300,000.00
10 Other Income - Sale of Asset Gain/Loss	-					-		-
11 Admin Fees Earned - HUD	-					-		-
12 Incoming Billable Admin Fees/Oper Sub	16,175.82	17,626.39				17,626.39	21,567.76	21,567.76
13 ROSS/FSS Grant	76,448.15		41,588.23			41,588.23	101,930.86	101,930.86
14 HAP Subsidy	-					-		-
15 Operating Subsidy	333,322.50	360,786.00				360,786.00	444,430.00	444,430.00
<b>Total Income</b>	<b>674,233.97</b>	<b>479,000.54</b>	<b>332,309.77</b>	-		<b>811,310.31</b>	898,978.62	898,978.62
Expenses	Approved YTD	LIPH	LIPH Grant	PBV	Total	LIPH/PBV	Total	
<b>Administrative Expenses</b>								
16 Admin Salaries	57,886.76	56,381.57			56,381.57	77,182.34		77,182.34
17 ROSS/FSS Coordinator Admin Salaries	63,356.40		30,152.80		30,152.80	84,475.20		84,475.20
18 Admin Employee Benefits	29,245.08	23,994.00			23,994.00	38,993.44		38,993.44
19 ROSS/FSS Coordinator Admin Benefits	12,979.25		11,435.43		11,435.43	17,305.66		17,305.66
20 Advertising & Marketing	37.50	21.88			21.88	50.00		50.00
21 Legal	75.00				-	100.00		100.00
22 Staff Training	1,875.00		1,424.00		1,424.00	2,500.00		2,500.00
23 Travel	150.00	205.34			205.34	200.00		200.00
24 Accounting Consultants	5,437.50	3,043.00		838.00	3,881.00	7,250.00		7,250.00
25 Audit Fee	8,580.00	9,357.50			9,357.50	11,440.00		11,440.00
26 Telephone	1,050.00	1,354.87			1,354.87	1,400.00		1,400.00
27 Postage	2,812.50	3,017.43			3,017.43	3,750.00		3,750.00
28 Office Supplies	300.00	537.11			537.11	400.00		400.00
29 Memberships & Publications	1,536.00	538.22			538.22	2,048.00		2,048.00
30 Bank Fees	-	35.00			35.00			-
31 Computer Maintenance	-				-			-
32 Copier Expenses	1,875.00	2,007.96			2,007.96	2,500.00		2,500.00
33 Office Equipment Maintenance	-				-			-
34 Postage Machine	-				-			-
35 Software Maintenance	3,000.00	2,960.25			2,960.25	4,000.00		4,000.00
36 Outgoing Portable Admin Fees	-				-			-
37 Sundry Administration/Compliance Fees	525.00	2,688.81			2,688.81	700.00		700.00
38 Port-In HAP Expense	-				-			-
39 Management Fees	-				-			-
40 Eviction & Collection Agent Fees	-				-			-
41 HAP Expense (net fraud recovery to HUD)	-				-			-
HAP Overfunding (Underfunding)	-				-			-

	<b>Maintenance Expenses</b>	-							
42	Maintenance Salaries	2,250.00			-	3,000.00			3,000.00
43	Casual Labor - Maintenance	-			-				-
44	Maintenance Benefits	750.00			-	1,000.00			1,000.00
45	Maintenance Materials & Supplies	375.00	23.80		23.80	500.00			500.00
46	Plumbing Supplies	-	26.47		26.47				-
47	Locks, Locksets & Keys	-			-				-
48	Electrical Supplies	-			-				-
49	Painting Supplies	-			-				-
50	Cleaning Supplies	150.00	454.88		454.88	200.00			200.00
51	Equipment Repair Parts	-			-				-
52	Maintenance Contracted Services	1,125.00	221.50		221.50	1,500.00			1,500.00
53	Refuse Removal Services	75.00		128.48	128.48	100.00			100.00
54	Plumbing Repair Services	-			-				-
55	Heating/AC Repair Services	-			-				-
56	Electric Repair Service	-			-				-
57	Window Repair Service	-			-				-
58	Automotive Repairs/Fuel	75.00			-	100.00			100.00
59	Elevator Repair & Maintenance	1,125.00	1,551.84		1,551.84	1,500.00			1,500.00
60	Pest Control Services	-			-				-
61	Cable TV	-			-				-
62	Answering Service	2,400.00	3,757.86		3,757.86	3,200.00			3,200.00
63	Misc Contracts	-			-				-
64	Clean/Paint Units	-			-				-
	<b>Utilities Expenses</b>	-							
65	Water/Sewer	1,200.00	1,408.78	66.00	1,474.78	1,600.00			1,600.00
66	Electricity	4,125.00	5,235.67	127.54	5,363.21	5,500.00			5,500.00
67	Natural Gas	1,875.00	1,712.67		1,712.67	2,500.00			2,500.00
	<b>Other Operating Expenses</b>	-							
68	Protective Services Contract	1,500.00	1,551.83		1,551.83	2,000.00			2,000.00
69	Insurance	12,863.12	12,536.22	156.45	12,692.67	17,150.82			17,150.82
70	PILOT	-			-				-
71	Compensated Absences	-			-				-
72	Collection Losses	-			-				-
73	Replacement Reserves & Debt Pmt-Princ	-			-				-
74	Other General Expense/Asset Mgmt Fees	205,069.95	223,384.64		223,384.64	273,426.60			273,426.60
75	Casualty Losses - Non Capitalized	-			-				-
76	Capital/Operations Expenditures	145,125.00		289,297.54	289,297.54	193,500.00			193,500.00
77	Transfer In / Out	-			-				-
	<b>Total Expense</b>	<b>570,804.05</b>	<b>358,009.10</b>	<b>332,309.77</b>	<b>1,316.47</b>	<b>691,635.34</b>	761,072.06	-	761,072.06

**Net Income/(Loss):**

120,991.44	-	(1,316.47)	119,674.97
------------	---	------------	------------

**Cash Flow Statement**  
**Beloit Housing Authority**  
**LIPH/PBV**  
**As of 9/30/2023**

	BHA YTD Actual	LIPH Grants Actual	YTD Budget	Percentage of Budget Used	Variance Over (Under)
<b>Income</b>					
Dwelling Rent/Utilities	-		-		-
Interest on Investments	544.30		50.00	0.00%	494.30
Other Income	856.85	290,721.54	331,000.00	88.09%	(39,421.61)
HUD Admin Fees			-		-
HUD Grants/Subsidies	477,599.39	41,588.23	567,928.62	91.42%	(48,741.00)
<b>Total Income</b>	<b>479,000.54</b>	<b>332,309.77</b>	<b>898,978.62</b>		<b>(87,668.31)</b>

	BHA YTD Actual	LIPH Grants Actual	YTD Budget	Percentage of Budget Used	Variance Under (Over)
<b>Expenses</b>					
Administrative					
Salaries/Benefits	80,375.57	41,588.23	217,956.64	55.96%	95,992.84
Office Expenses	21,637.16	1,424.00	33,838.00	68.15%	10,776.84
Office Contracted Services	4,968.21		6,500.00	76.43%	1,531.79
Oper Sub Transfer/Mgmt Fee Pd			-		-
Housing Assistance Pmts			-		-
HAP Payments Port In					
Maintenance					
Salaries/Benefits	-		-		-
Materials & Supplies	505.15	-	700.00	72.16%	194.85
Maintenance Contracts	5,659.68		6,400.00	88.43%	740.32
Utilities	8,550.66		9,600.00	89.07%	1,049.34
Other Operating					
Protective Services	1,551.83		2,000.00	77.59%	448.17
Insurance	12,692.67		17,150.82	74.01%	4,458.15
PILOT	-		-	0.00%	-
Other Operating Expenses	223,384.64	289,297.54	466,926.60	109.80%	(45,755.58)
<b>Total Expenses</b>	<b>359,325.57</b>	<b>332,309.77</b>	<b>761,072.06</b>		<b>69,436.72</b>

Net Admin Income (Loss)	119,674.97	-			
Net HAP Income (Loss)					
<b>Total YTD Income (Loss)</b>	<b>119,674.97</b>	<b>-</b>			

## Consolidated 2023 Budget Report for Phase 1 - As of September 30, 2023

	YTD Actual			Annual Board Approved Budget		
	Income	Approved YTD	Phase 1	Phase 1 Total	Phase 1	Total
1 Dwelling Rental	88,500.00	115,091.21	115,091.21	118,000.00		118,000.00
2 Excess Utilities	-		-			-
3 Interest on Unrestricted Fund Investments	150.00	2,723.89	2,723.89	200.00		200.00
4 Income - Transfer In from Other Funds	20,851.28	27,801.71	27,801.71	27,801.71		27,801.71
5 Other Income - Tenants	17,363.91	11,666.59	11,666.59	23,151.88		23,151.88
6 HAP Fraud Recovery & FSS Forfeitures	-		-			-
7 Other Income - Bad Debt Collections	3,750.00	3,618.30	3,618.30	5,000.00		5,000.00
8 Other Income - Laundry/Copy Fees/Misc	-	41.85	41.85			-
9 Other Income - CFP Operation Money	-		-			-
10 Other Income - Sale of Asset Gain/Loss	-		-			-
11 Admin Fees Earned - HUD	-		-			-
12 Incoming Billable Admin Fees/Oper Sub	100,444.95	120,428.41	120,428.41	133,926.60		133,926.60
13 ROSS/CFP Grant	-		-			-
14 HAP Subsidy	-		-			-
15 Operating Subsidy	-		-			-
<b>Total Income</b>	<b>231,060.14</b>	<b>281,371.96</b>	<b>281,371.96</b>	308,080.19		308,080.19

	YTD Actual			Annual Board Approved Budget		
	Expenses	Approved YTD	Phase 1	Phase 1 Total	Phase 1	Total
<b>Administrative Expenses</b>						
16 Admin Payroll Expenses	59,643.20	62,813.01	62,813.01	79,524.27		79,524.27
17 FSS Coordinator Admin Salaries	-		-			-
18 FSS Coordinator Admin Benefits	-		-			-
19 Advertising & Marketing	37.50	47.30	47.30	50.00		50.00
20 Legal	1,650.00	260.00	260.00	2,200.00		2,200.00
21 Staff Training	-		-			-
22 Travel	-		-			-
23 Accounting Consultants	4,725.00	4,278.00	4,278.00	6,300.00		6,300.00
24 Audit Fee	9,000.00	13,630.00	13,630.00	12,000.00		12,000.00
25 Telephone	-		-			-
26 Postage	-		-			-
27 Office Supplies	195.00	368.37	368.37	260.00		260.00
28 Memberships & Publications	-		-			-
29 Bank Fees	62.10	35.10	35.10	82.80		82.80
30 Computer Maintenance	-		-			-
31 Copier Expenses	-		-			-
32 Office Equipment Maintenance	-		-			-
33 Postage Machine	-		-			-
34 Software Maintenance	2,488.41	3,404.51	3,404.51	3,317.88		3,317.88
35 Outgoing Portable Admin Fees	-		-			-
36 Sundry Administration/Compliance Fees/TP	4,200.00	7,346.15	7,346.15	5,600.00		5,600.00
37 Port-In HAP Expense	-		-			-
38 Management Fees	5,054.99	5,529.19	5,529.19	6,739.98		6,739.98

39	Eviction & Collection Agent Fees	-	-	-	-	-
40	HAP Expense (net fraud recovery to HUD)	-	-	-	-	-
	HAP Overfunding (Underfunding)	-	-	-	-	-
	<b>Maintenance Expenses</b>	-	-	-	-	-
42	Maintenance Payroll Expenses	70,260.89	57,174.13	57,174.13	93,681.19	93,681.19
43	Casual Labor - Maintenance	-	-	-	-	-
44	Maintenance Materials & Supplies	6,000.00	16,971.91	16,971.91	8,000.00	8,000.00
45	Plumbing Supplies	-	-	-	-	-
46	Locks, Locksets & Keys	-	-	-	-	-
47	Electrical Supplies	-	-	-	-	-
48	Painting Supplies	-	-	-	-	-
49	Cleaning Supplies	-	-	-	-	-
50	Equipment Repair Parts	-	-	-	-	-
51	Maintenance Contracted Services	9,000.00	32,397.31	32,397.31	12,000.00	12,000.00
52	Refuse Removal Services	937.50	-	-	1,250.00	1,250.00
53	Plumbing Repair Services	-	-	-	-	-
54	Heating/AC Repair Services	750.00	1,703.00	1,703.00	1,000.00	1,000.00
55	Electric Repair Service	-	-	-	-	-
56	Window Repair Service	-	-	-	-	-
57	Automotive Repairs/Fuel	2,614.14	2,148.83	2,148.83	3,485.52	3,485.52
58	Elevator Repair & Maintenance	-	-	-	-	-
59	Pest Control Services	750.00	-	-	1,000.00	1,000.00
60	Cable TV	-	-	-	-	-
61	Answering Service	-	-	-	-	-
62	Misc Contracts	-	-	-	-	-
63	Clean/Paint Units	-	-	-	-	-
	<b>Utilities Expenses</b>	-	-	-	-	-
64	Water/Sewer	4,125.00	1,209.00	1,209.00	5,500.00	5,500.00
65	Electricity	1,050.00	776.34	776.34	1,400.00	1,400.00
66	Natural Gas	750.00	961.99	961.99	1,000.00	1,000.00
	<b>Other Operating Expenses</b>	-	-	-	-	-
67	Protective Services Contract	7,500.00	3,750.00	3,750.00	10,000.00	10,000.00
68	Insurance	11,168.60	11,251.95	11,251.95	14,891.47	14,891.47
69	PILOT	8,625.00	11,306.55	11,306.55	11,500.00	11,500.00
70	Compensated Absences	-	-	-	-	-
71	Collection Losses	-	-	-	-	-
72	Replacement Reserves & Debt Pmt-Princ	-	-	-	-	-
73	Other General Expense/Asset Mgmt Fees	2,456.25	5,687.47	5,687.47	3,275.00	3,275.00
74	Casualty Losses - Non Capitalized	-	-	-	-	-
75	Capital Expenditures	-	-	-	-	-
76	Transfer In / Out	-	-	-	-	-
	<b>Total Expense</b>	<b>213,043.58</b>	<b>243,050.11</b>	<b>243,050.11</b>	284,058.11	- 284,058.11

**Net Income/(Loss):**

38,321.85      38,321.85

**Housing Authority's Portion of Net Income/(Loss):**

3.83

**Cash Flow Statement**  
**Beloit Housing Authority**  
**Phase 1**  
**As of 9/30/2023**

	LLC Phase 1 Actual	YTD Budget	Percentage of Budget Used	Variance Over (Under)
<b>Income</b>				
Dwelling Rent/Utilities	115,091.21	118,000.00	97.53%	(2,908.79)
Interest on Investments	2,723.89	200.00	1361.95%	2,523.89
Other Income	163,556.86	162,078.48	100.91%	1,478.38
HUD Admin Fees		-		-
HUD Grants/Subsidies		27,801.71		(27,801.71)
<b>Total Income</b>	<b>281,371.96</b>	<b>308,080.19</b>		<b>(26,708.23)</b>
		16,486.89		

	LLC Phase 1 Actual	YTD Budget	Percentage of Budget Used	Variance Under (Over)
<b>Expenses</b>				
Administrative				
Salaries/Benefits	62,813.01	79,524.27	78.99%	16,711.26
Office Expenses	29,369.43	26,492.80	110.86%	(2,876.63)
Office Contracted Services		3,317.88		3,317.88
Oper Sub Transfer/Mgmt Fee F	5,529.19	6,739.98	82.04%	1,210.79
Housing Assistance Pmts		-		-
HAP Payments Port In				
Maintenance				
Salaries/Benefits	57,174.13	93,681.19	61.03%	36,507.06
Materials & Supplies	16,971.91	8,000.00	212.15%	(8,971.91)
Maintenance Contracts	36,249.14	18,735.52	193.48%	(17,513.62)
Utilities	2,947.33	7,900.00	37.31%	4,952.67
Other Operating				
Protective Services	3,750.00	10,000.00	37.50%	6,250.00
Insurance	11,251.95	14,891.47	75.56%	3,639.52
PILOT	11,306.55	11,500.00	98.32%	193.45
Other Operating Expenses	5,687.47	3,275.00	173.66%	(2,412.47)
<b>Total Expenses</b>	<b>243,050.11</b>	<b>284,058.11</b>		<b>41,008.00</b>

Net Admin Income (Loss)	38,321.85
Net HAP Income (Loss)	-
<b>Total YTD Income (Loss)</b>	<b>38,321.85</b>
Housing Authority's Portion	3.83

## Consolidated 2023 Budget Report for Phase 2 - As of September 30, 2023

	YTD Actual			Annual Board Approved Budget		
	Income	Approved YTD	Phase 2	Phase 2 Total	Phase 2	Total
1 Dwelling Rental	105,750.00	151,980.00	151,980.00	141,000.00	141,000.00	
2 Excess Utilities	-	-	-	-	-	
3 Interest on Unrestricted Fund Investments	562.50	5,253.30	5,253.30	750.00	750.00	
4 Income - Transfer In from Other Funds	20,555.87	27,407.83	27,407.83	27,407.83	27,407.83	
5 Other Income - Tenants	900.00	7,066.25	7,066.25	1,200.00	1,200.00	
6 HAP Fraud Recovery & FSS Forfeitures	-	-	-	-	-	
7 Other Income - Bad Debt Collections	3,750.00	327.44	327.44	5,000.00	5,000.00	
8 Other Income - Laundry/Copy Fees/Misc	-	-	-	-	-	
9 Other Income - CFP Operation Money	-	-	-	-	-	
10 Other Income - Sale of Asset Gain/Loss	-	-	-	-	-	
11 Admin Fees Earned - HUD	-	-	-	-	-	
12 Incoming Billable Admin Fees/Oper Sub	104,625.00	102,956.23	102,956.23	139,500.00	139,500.00	
13 ROSS/CFP Grant	-	-	-	-	-	
14 HAP Subsidy	-	-	-	-	-	
15 Operating Subsidy	-	-	-	-	-	
<b>Total Income</b>	<b>236,143.37</b>	<b>294,991.05</b>	<b>294,991.05</b>	<b>314,857.83</b>	<b>314,857.83</b>	

	YTD Actual			Annual Board Approved Budget		
	Expenses	Approved YTD	Phase 2	Phase 2 Total	Phase 2	Total
<b>Administrative Expenses</b>						
16 Admin Payroll Expenses	49,164.40	56,586.64	56,586.64	65,552.53	65,552.53	
17 FSS Coordinator Admin Salaries	-	-	-	-	-	
18 FSS Coordinator Admin Benefits	-	-	-	-	-	
19 Advertising & Marketing	37.50	76.28	76.28	50.00	50.00	
20 Legal	1,125.00	1,217.90	1,217.90	1,500.00	1,500.00	
21 Staff Training	-	-	-	-	-	
22 Travel	-	-	-	-	-	
23 Accounting Consultants	4,725.00	4,078.00	4,078.00	6,300.00	6,300.00	
24 Audit Fee	8,250.00	13,630.00	13,630.00	11,000.00	11,000.00	
25 Telephone	-	-	-	-	-	
26 Postage	-	-	-	-	-	
27 Office Supplies	195.00	677.73	677.73	260.00	260.00	
28 Memberships & Publications	-	-	-	-	-	
29 Bank Fees	37.50	-	-	50.00	50.00	
30 Computer Maintenance	-	-	-	-	-	
31 Copier Expenses	-	-	-	-	-	
32 Office Equipment Maintenance	-	-	-	-	-	
33 Postage Machine	-	-	-	-	-	
34 Software Maintenance	2,488.40	3,395.34	3,395.34	3,317.87	3,317.87	
35 Outgoing Portable Admin Fees	-	-	-	-	-	
36 Sundry Administration/Compliance Fees/TP	4,218.75	4,906.12	4,906.12	5,625.00	5,625.00	
37 Port-In HAP Expense	-	-	-	-	-	
38 Management Fees	11,120.84	12,097.20	12,097.20	14,827.78	14,827.78	

39	Eviction & Collection Agent Fees	-		-		-	
40	HAP Expense (net fraud recovery to HUD)	-		-		-	
	HAP Overfunding (Underfunding)	-				-	
	<b>Maintenance Expenses</b>	-					
42	Maintenance Payroll Expenses	53,122.38	64,050.39	64,050.39	70,829.84	70,829.84	
43	Casual Labor - Maintenance	-		-		-	
44	Maintenance Materials & Supplies	6,000.00	5,282.53	5,282.53	8,000.00	8,000.00	
45	Plumbing Supplies	-		-		-	
46	Locks, Locksets & Keys	-		-		-	
47	Electrical Supplies	-		-		-	
48	Painting Supplies	-		-		-	
49	Cleaning Supplies	-		-		-	
50	Equipment Repair Parts	-		-		-	
51	Maintenance Contracted Services	9,000.00	19,085.85	19,085.85	12,000.00	12,000.00	
52	Refuse Removal Services	2,250.00	3,426.00	3,426.00	3,000.00	3,000.00	
53	Plumbing Repair Services	-		-		-	
54	Heating/AC Repair Services	900.00	124.00	124.00	1,200.00	1,200.00	
55	Electric Repair Service	-		-		-	
56	Window Repair Service	-		-		-	
57	Automotive Repairs/Fuel	1,891.26	1,722.68	1,722.68	2,521.68	2,521.68	
58	Elevator Repair & Maintenance	2,062.50	3,464.57	3,464.57	2,750.00	2,750.00	
59	Pest Control Services	375.00		-	500.00	500.00	
60	Cable TV	1,312.50	6,194.83	6,194.83	1,750.00	1,750.00	
61	Answering Service	-		-		-	
62	Misc Contracts	-		-		-	
63	Clean/Paint Units	-		-		-	
	<b>Utilities Expenses</b>	-					
64	Water/Sewer	6,375.00	5,963.65	5,963.65	8,500.00	8,500.00	
65	Electricity	13,500.00	14,886.99	14,886.99	18,000.00	18,000.00	
66	Natural Gas	6,750.00	5,208.06	5,208.06	9,000.00	9,000.00	
	<b>Other Operating Expenses</b>	-					
67	Protective Services Contract	8,250.00	5,027.14	5,027.14	11,000.00	11,000.00	
68	Insurance	12,277.96	12,017.97	12,017.97	16,370.61	16,370.61	
69	PILOT	8,625.00	12,504.39	12,504.39	11,500.00	11,500.00	
70	Compensated Absences	-		-		-	
71	Collection Losses	-		-		-	
72	Replacement Reserves & Debt Pmt-Princ	-		-		-	
73	Other General Expense/Asset Mgmt Fees	6,525.00	7,500.97	7,500.97	8,700.00	8,700.00	
74	Casualty Losses - Non Capitalized	-		-		-	
75	Capital Expenditures	-		-		-	
76	Transfer In / Out	-		-		-	
	<b>Total Expense</b>	<b>220,578.98</b>	<b>263,125.23</b>	<b>263,125.23</b>	294,105.31	-	294,105.31

**Net Income/(Loss):**

31,865.82      31,865.82

**Housing Authority's Portion of Net Income/(Loss):**

3.19



**Cash Flow Statement**  
**Beloit Housing Authority**  
**Phase 2**  
**As of 9/30/2023**

	LLC Phase 2 Actual	YTD Budget	Percentage of Budget Used	Variance Over (Under)
<b>Income</b>				
Dwelling Rent/Utilities	151,980.00	141,000.00	107.79%	10,980.00
Interest on Investments	5,253.30	750.00	700.44%	4,503.30
Other Income	137,757.75	145,700.00	94.55%	(7,942.25)
HUD Admin Fees		-		-
HUD Grants/Subsidies		27,407.83		(27,407.83)
<b>Total Income</b>	<b>294,991.05</b>	<b>314,857.83</b>		<b>(19,866.78)</b>

	LLC Phase 2 Actual	YTD Budget	Percentage of Budget Used	Variance Under (Over)
<b>Expenses</b>				
Administrative				
Salaries/Benefits	56,586.64	65,552.53	86.32%	8,965.89
Office Expenses	27,981.37	24,785.00	112.90%	(3,196.37)
Office Contracted Services		3,317.87		3,317.87
Oper Sub Transfer/Mgmt Fee F	12,097.20	14,827.78	81.58%	2,730.58
Housing Assistance Pmts		-		-
HAP Payments Port In				
Maintenance				
Salaries/Benefits	64,050.39	70,829.84	90.43%	6,779.45
Materials & Supplies	5,282.53	8,000.00	66.03%	2,717.47
Maintenance Contracts	34,017.93	23,721.68	143.40%	(10,296.25)
Utilities	26,058.70	35,500.00	73.40%	9,441.30
Other Operating				
Protective Services	5,027.14	11,000.00	45.70%	5,972.86
Insurance	12,017.97	16,370.61	73.41%	4,352.64
PILOT	12,504.39	11,500.00	108.73%	(1,004.39)
Other Operating Expenses	7,500.97	8,700.00	86.22%	1,199.03
<b>Total Expenses</b>	<b>263,125.23</b>	<b>294,105.31</b>		<b>30,980.08</b>

Net Admin Income (Loss)	31,865.82
Net HAP Income (Loss)	
<b>Total YTD Income (Loss)</b>	<b>31,865.82</b>
Housing Authority's Portion	<u>3.19</u>

## Consolidated 2023 Budget Report for Housing Choice Voucher - As of September 30, 2023

		YTD Actual			Annual Board Approved Budget		
Income	Approved YTD		HCV	HCV Total		HCV	Total
1 Dwelling Rental	-			-			-
2 Excess Utilities	-			-			-
3 Interest on Unrestricted Fund Investments	2,520.00		2,947.81	2,947.81		3,360.00	3,360.00
4 Income - Transfer In from Other Funds	-			-			-
5 Other Income - Tenants/Landlords	-		367.00	367.00			-
6 HAP Fraud Recovery & FSS Forfeitures	562.50		4,331.00	4,331.00		750.00	750.00
7 Other Income - Bad Debt Collections	-			-			-
8 Other Income - Laundry/Copy Fees/Misc	23,160.45		23,427.00	23,427.00		30,880.60	30,880.60
9 Other Income - CFP Operation Money	-			-			-
10 Other Income - Sale of Asset Gain/Loss	-			-			-
11 Admin Fees Earned - HUD	243,018.00		256,239.00	256,239.00		324,024.00	324,024.00
12 Incoming Billable Admin Fees/Oper Sub	1,500.00		2,389.64	2,389.64		2,000.00	2,000.00
13 ROSS/CFP Grant	-			-			-
14 HAP Subsidy	2,186,250.00		2,334,919.00	2,334,919.00		2,915,000.00	2,915,000.00
15 Operating Subsidy	-			-			-
<b>Total Income</b>	<b>2,457,010.95</b>		<b>2,624,620.45</b>	<b>2,624,620.45</b>	-	3,276,014.60	3,276,014.60
<b>Expenses</b>							
Expenses	Approved YTD		HCV	HCV Total		HCV	Total
<b>Administrative Expenses</b>							
16 Admin Salaries	150,387.37		140,285.40	140,285.40		200,516.49	200,516.49
17 FSS Coordinator Admin Salaries	-			-			-
18 Admin Employee Benefits	52,593.27		44,188.73	44,188.73		70,124.36	70,124.36
19 FSS Coordinator Admin Benefits	-			-			-
20 Advertising & Marketing	37.50			-		50.00	50.00
21 Legal	375.00		2,429.24	2,429.24		500.00	500.00
22 Staff Training	1,312.50			-		1,750.00	1,750.00
23 Travel	187.50		314.10	314.10		250.00	250.00
24 Accounting Consultants	4,323.00		4,265.00	4,265.00		5,764.00	5,764.00
25 Audit Fee	8,250.00		9,357.50	9,357.50		11,000.00	11,000.00
26 Telephone	833.03		1,148.85	1,148.85		1,110.70	1,110.70
27 Postage	-			-			-
28 Office Supplies	1,500.00		1,928.98	1,928.98		2,000.00	2,000.00
29 Memberships & Publications	525.00		468.22	468.22		700.00	700.00
30 Bank Fees	3,159.15		3,235.47	3,235.47		4,212.20	4,212.20
31 Computer Maintenance	-			-			-
32 Copier Expenses	1,429.35		2,007.99	2,007.99		1,905.80	1,905.80
33 Office Equipment Maintenance	-			-			-
34 Postage Machine	2,625.00		3,126.09	3,126.09		3,500.00	3,500.00
35 Software Maintenance	4,312.50		6,634.52	6,634.52		5,750.00	5,750.00
36 Outgoing Portable Admin Fees	-			-			-
37 Sundry Administration/Compliance Fees	2,625.00		9,894.26	9,894.26		3,500.00	3,500.00
38 Port-In HAP Expense	-		23,427.00	23,427.00			-

39	Management Fees	-			-		-
40	Eviction & Collection Agent Fees	-			-		-
41	HAP Expense (net fraud recovery to HUD)	2,154,996.00		2,358,165.00	2,358,165.00	2,873,328.00	2,873,328.00
	HAP Overfunding (Underfunding)	31,816.50		(18,915.00)		42,422.00	42,422.00
	<b>Maintenance Expenses</b>	-					
42	Maintenance Salaries	-			-		-
43	Casual Labor - Maintenance	-			-		-
44	Maintenance Benefits	-			-		-
45	Maintenance Materials & Supplies	-			-		-
46	Plumbing Supplies	-			-		-
47	Locks, Locksets & Keys	-			-		-
48	Electrical Supplies	-			-		-
49	Painting Supplies	-			-		-
50	Cleaning Supplies	-			-		-
51	Equipment Repair Parts	-			-		-
52	Maintenance Contracted Services	-			-		-
53	Refuse Removal Services	375.00			-	500.00	500.00
54	Plumbing Repair Services	-			-		-
55	Heating/AC Repair Services	-			-		-
56	Electric Repair Service	-			-		-
57	Window Repair Service	-			-		-
58	Automotive Repairs/Fuel	267.75		153.98	153.98	357.00	357.00
59	Elevator Repair & Maintenance	-			-		-
60	Pest Control Services	-			-		-
61	Cable TV	-			-		-
62	Answering Service	-			-		-
63	Misc Contracts	-			-		-
64	Clean/Paint Units	-			-		-
	<b>Utilities Expenses</b>	-					
65	Water/Sewer	-			-		-
66	Electricity	-			-		-
67	Natural Gas	-			-		-
	<b>Other Operating Expenses</b>	-					
68	Protective Services Contract	-			-		-
69	Insurance	1,873.58		1,658.94	1,658.94	2,498.10	2,498.10
70	PILOT	-			-		-
71	Compensated Absences	-			-		-
72	Collection Losses	-			-		-
73	Replacement Reserves & Debt Pmt-Princ	-			-		-
74	Other General Expense/Asset Mgmt Fees	3,300.00			-	4,400.00	4,400.00
75	Casualty Losses - Non Capitalized	-			-		-
76	Capital Expenditures	-			-		-
77	Transfer In / Out	-			-		-
	<b>Total Expense</b>	<b>2,427,103.99</b>		<b>2,612,689.27</b>	<b>2,612,689.27</b>	-	3,193,716.65
							3,236,138.65

**Net Income/(Loss):**

11,931.18

**Cash Flow Statement  
Beloit Housing Authority  
Housing Choice Voucher  
As of 9/30/2023**

	HCV YTD Actual	YTD Budget	Percentage of Budget Used	Variance Over (Under)
<b>Income</b>				
Dwelling Rent/Utilities		-		-
Interest on Investments	2,947.81	3,360.00	87.73%	(412.19)
Other Income	23,794.00	33,630.60	70.75%	(9,836.60)
HUD Admin Fees	256,239.00	324,024.00	79.08%	(67,785.00)
HUD Grants/Subsidies	2,341,639.64	2,915,000.00	80.33%	(573,360.36)
<b>Total Income</b>	<b>2,624,620.45</b>	<b>3,276,014.60</b>		<b>(651,394.15)</b>

	HCV YTD Actual	YTD Budget	Percentage of Budget Used	Variance Under (Over)
<b>Expenses</b>				
Administrative				
Salaries/Benefits	184,474.13	270,640.85	68.16%	86,166.72
Office Expenses	33,041.62	30,836.90	107.15%	(2,204.72)
Office Contracted Services	11,768.60	11,155.80	105.49%	(612.80)
Oper Sub Transfer/Mgmt Fee Pd		-		-
Housing Assistance Pmts	2,358,165.00	2,873,328.00	82.07%	515,163.00
HAP Payments Port In	23,427.00		0.00%	(23,427.00)
Maintenance				
Salaries/Benefits		-		-
Materials & Supplies	153.98	357.00	43.13%	203.02
Maintenance Contracts		500.00	0.00%	500.00
Utilities		-		-
Other Operating				
Protective Services		-		-
Insurance	1,658.94	2,498.10	66.41%	839.16
PILOT		-		-
Other Operating Expenses	-	4,400.00	0.00%	4,400.00
<b>Total Expenses</b>	<b>2,612,689.27</b>	<b>3,193,716.65</b>		<b>581,027.38</b>

**Net Income/(Loss):** 11,931.18

# REPORTS AND PRESENTATIONS TO COMMUNITY DEVELOPMENT AUTHORITY



<b>Agenda Number:</b>	4c		
<b>Topic:</b>	Revisions to BHA’s Admissions and Continued Occupancy Policy (ACOP)		
<b>Date:</b>	November 29, 2023		
<b>Presenter:</b>	Clinton Cole	<b>Division:</b>	Beloit Housing Authority

## Overview/Background Information

The BHA must adopt a written Admissions and Continued Occupancy Policy that establishes local policies for administration of the Public Housing program in accordance with HUD requirements. To remain in compliance with HUD policies and apply current regulatory changes the BHA must periodically revise its Public Housing ACOP. The ACOP and any revisions of the plan must be formally adopted by the Community Development Authority Board of Commissioners.

## Key Issues

1. In addition to references to regulatory changes, the following changes have been made to the Public Housing Admissions and Continued Occupancy Policy (ACOP):
  - a. The adoption of Section 103 of the Housing Opportunity Through Modernization Act (HOTMA), which establishes an income limit on public housing tenancies for families at 120% of the area median income (AMI) for 24 consecutive months.
  - b. In accordance with Section 103 of HOTMA, the BHA will terminate the tenancy of public housing families who have exceeded 120% of the AMI for 24 consecutive months.
  - c. The addition of human trafficking as an authorized criteria for lease termination.
  - d. It is anticipated that all changes will be effective December 1, 2023.
2. Upon review by BHA staff, it should be noted that the 120% over income limit and mandatory lease termination will not apply to any current BHA public housing residents.

## Conformance with Strategic Plan

Approval of this agreement would conform with the stated purpose of the following strategic goal:

- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
- Goal #2 - Create and Sustain a High Performing Organization
- Goal #3 - Create and Sustain Economic and Residential Growth
- Goal #4 - Create and Sustain a High Quality of Life
- Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
- Goal #6 - Create and Sustain a Positive Image, Enhance Communications and Engage the Community

## Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromise the ability of future generations to meet their own needs. Write N/A if not applicable:  
N/A

## Action Required/Recommendation

Staff recommends approval of the attached resolution.

## Fiscal Note/Budget Impact

N/A

## Attachments

Resolution 2023-19 and listing of Public Housing Admissions and Continued Occupancy Policy updates

---

COMMUNITY DEVELOPMENT AUTHORITY

**RESOLUTION 2023-19**

**APPROVING REVISIONS TO THE BELOIT HOUSING AUTHORITY’S (BHA) PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)**

**WHEREAS**, the Department of Housing and Urban Development (HUD) requires that the Beloit Housing Authority (BHA) periodically review and update policies;

**WHEREAS**, the Public Housing ACOP was reviewed and revised incorporating current regulatory changes per HUD requirements;

**WHEREAS**, per HUD requirements, a 30-day public comment period and a public hearing were held regarding the changes;

**NOW, THEREFORE BE IT RESOLVED**, that the Community Development Authority (CDA) Board of Commissioners approve the Public Housing ACOP as presented.

Adopted this 29th day of November, 2023

**Community Development Authority**

---

Philip Gorman, Chairperson

**Attest:**

---

Clinton Cole, CDA Assistant Executive Director

## Chapter 13

### LEASE TERMINATIONS

#### INTRODUCTION

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

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

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

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

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

Part II: Termination by PHA - Mandatory. This part describes circumstances when termination of the lease by the PHA is mandatory. This part also explains nonrenewal of the lease for noncompliance with community service requirements [and families that have been over the income limit for 24 consecutive months.](#)

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

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





## **PART I: TERMINATION BY TENANT**

### **13-I.A. TENANT CHOOSES TO TERMINATE THE LEASE [24 CFR 966.4(k)(1)(ii) and 24 CFR 966.4(l)(1)]**

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

#### PHA Policy

If a family desires to move and terminate their tenancy with the PHA, they must give at least 30 calendar days advance written notice to the PHA of their intent to vacate. When a family must give less than 30 days' notice due to circumstances beyond their control the PHA, at its discretion, may waive the 30-day requirement.

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



## **PART II: TERMINATION BY PHA – MANDATORY**

### **13-II.A. OVERVIEW**

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

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

### **13-II.B. FAILURE TO PROVIDE CONSENT [24 CFR 960.259(a) and (b)]**

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

### **13-II.C. FAILURE TO DOCUMENT CITIZENSHIP [24 CFR 5.514(c) and (d) and 24 CFR 960.259(a)]**

The PHA must terminate the lease if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit. For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated.

See Chapter 7 for a complete discussion of documentation requirements.

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

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

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

PHA Policy

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

See Chapter 7 for a complete discussion of documentation and certification requirements.

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

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

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

See Chapter 8 for information pertaining to PHA policies for offering lease revisions.

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

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

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

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

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

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

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

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

### **13-II.I. DEATH OF A SOLE FAMILY MEMBER [Notice PIH 2012-4]**

The PHA must immediately terminate the lease following the death of the sole family member.

**13-II.J. OVER INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2019-11; FR Notice 2/14/23]**

In the public housing program, an *over-income family* is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

- Terminate the family’s tenancy within six months of the PHA’s final notification of the end of the 24-month grace period; or
- Within 60 days of the PHA’s final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

The PHA must establish a continued occupancy policy for over-income families in the ACOP indicating which of the above will occur.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will not terminate the family’s tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the continued occupancy policies below.

**Over-Income Limit [Notice PIH 2019-11]**

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

PHA Policy

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

<u>Family Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>Over-Income Limit</u>	\$72,600	\$82,920	\$93,240	\$103,560	\$111,960	\$120,240	\$128,520	\$136,800

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

### **Decreases in Income [24 CFR 960.507(c)(4)]**

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family's income is below the over-income limit, the PHA's over-income policies no longer apply to the family. If the PHA later determines that the family's income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

#### **PHA Policy**

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy in Chapter 9.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the recertification. The PHA will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.

### **Initial Notice of Over-Income Status [24 CFR 960.507(c)(1)]**

If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

#### **PHA Policy**

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, within 10 business days the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.

## Second Notice of Over-Income Status [24 CFR 960.507(c)(2)]

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

### PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, within 10 business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Chapter 14.



## **Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509]**

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit.

### PHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the PHA will notify the family in writing of the determination within 10 business days of the date of the determination. The notice will state that the family will be charged the alternative non-public housing rent in accordance with PHA continued occupancy policies and HUD regulations and provide the family's new rent amount.

The notice will also include a new non-public housing lease and inform the family that the lease must be executed by the family and the PHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The PHA will permit an over-income family to execute a lease beyond this time period, but before termination of tenancy, if the over-income family pays the PHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over-income family was required to execute the new lease.

Once the family signs the new non-public housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families.

The non-public housing over-income lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the PHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.

Upon execution of the lease, the tenant will be required pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the PHA in accordance with HUD regulations. The PHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.



## **PART III: TERMINATION BY PHA – OTHER AUTHORIZED REASONS**

### **13-III.A. OVERVIEW**

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

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

The PHA also has the option to terminate the tenancies of certain over-income families.

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

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

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

#### ***Definitions* [24 CFR 5.100]**

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

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

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

*Dating violence* is defined in section 16-VII.B.

*Domestic violence* is defined in section 16-VII.B.

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

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

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

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

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

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

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

*Stalking* is defined in section 16-VII.B.

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

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

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

#### PHA Policy

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

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

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

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

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

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

#### PHA Policy

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

A pattern of illegal drug use means more than one incident of any use of illegal drugs during the previous three months.

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

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

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

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

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

#### PHA Policy

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

*Immediate vicinity* means within a three-block radius of the premises.

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

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

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

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

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

#### PHA Policy

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

A pattern of such alcohol abuse means more than one incident of any such abuse of alcohol during the previous three months.

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

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

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

**Furnishing False or Misleading Information Concerning Illegal Drug Use or Alcohol Abuse or Rehabilitation [24 CFR 966.4(l)(5)(vi)(B)]**

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

PHA Policy

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

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

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

**Other Serious or Repeated Violations of Material Terms of the Lease – Mandatory Lease Provisions [24 CFR 966.4(l)(2)(i) and 24 CFR 966.4(f)]**

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

PHA Policy

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

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

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

Failure to fulfill the following household obligations:

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

Not to provide accommodations for boarders or lodgers

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

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

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

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

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



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

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

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

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

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

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

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

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

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

#### PHA Policy

The PHA will terminate the lease for the following reasons.

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

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

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

Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with a reexamination of income

Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size

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

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

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

Failure to abide by the provisions of the PHA pet policy

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

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

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

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

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

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

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

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

#### PHA Policy

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

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

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

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

## **Over-Income Families [24 CFR 960.261; FR Notice 7/26/18; Notice PIH 2019-11]**

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 placed an income limitation on public housing tenancies. The over-income requirement states that after a family's adjusted income has exceeded 120 percent of area median income (AMI) (or a different limitation established by the secretary) for two consecutive years, the PHA must either terminate the family's tenancy within six months of the determination, or charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds, as determined by regulations.

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

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

### PHA Policy

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

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

Until such time as the final rule related to alternative rent amounts becomes legally effective, the PHA will not terminate the assistance of over-income families or charge such families an alternative rent. The PHA will continue to offer such families the choice between income-based or flat rent at each annual reexamination.

Once alternative rent requirements for over-income families become legally effective, the PHA will charge any family whose income has exceeded the over-income limit for at least two years the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit. The PHA will notify the family in writing of their new rent amount. The new rent amount will be effective 30 days after the PHA's written notice to the family.

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

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

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

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

<b>Family Size</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Over-Income Limit</b>								

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

### 13-III.D. ALTERNATIVES TO TERMINATION OF TENANCY

#### Exclusion of Culpable Household Member [24 CFR 966.4(l)(5)(vii)(C)]

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

Additionally, under the Violence against Women ~~Reauthorization Act of 2013~~, the PHA may bifurcate a lease in order to terminate the tenancy of an individual who is a tenant or lawful occupant of a unit and engages in criminal activity directly related to domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking.

#### PHA Policy

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

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

#### Repayment of Family Debts

#### PHA Policy

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

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

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

#### **Evidence [24 CFR 982.553(c)]**

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

#### PHA Policy

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

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

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

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

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

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

### PHA Policy

The PHA will consider the following facts and circumstances before deciding whether to terminate the lease for any of the HUD required lease provisions or for any other reasons:

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

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

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

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

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

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

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

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



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

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

- Whether criminal charges were filed

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

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

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

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

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

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

#### PHA Policy

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

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

### **Reasonable Accommodation [24 CFR 966.7]**

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

#### PHA Policy

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

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

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

### **13-III.F. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, ~~OR STALKING,~~ OR HUMAN TRAFFICKING**

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

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

VAWA provides that no person may deny assistance, tenancy, or occupancy rights to public housing to a tenant on the basis or as a direct result of 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].

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

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

While VAWA prohibits a PHA from using domestic violence, dating violence, sexual assault, ~~or~~ stalking, [or human trafficking](#) as the cause for a termination or eviction action against a public housing tenant who is the victim of the abuse, the protections it provides are not absolute.

Specifically:

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

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

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

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

### PHA Policy

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

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, ~~or~~ [stalking](#), [or human trafficking](#)

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

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

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

### **Documentation of Abuse [24 CFR 5.2007]**

#### PHA Policy

When an individual facing termination of tenancy for reasons related to domestic violence, dating violence, sexual assault, ~~or~~ [stalking](#), [or human trafficking](#) claims protection under VAWA, the PHA will request in writing that the individual provide documentation supporting the claim in accordance with the policies in section 16-VII.D of this ACOP.

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

## Terminating or Evicting a Perpetrator of Domestic Violence

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

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

### PHA Policy

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

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

If the PHA does bifurcate the lease and terminate the tenancy of the culpable family member, it will do so in accordance with the lease, applicable law, and the policies in this ACOP. If the person removed from the lease was the only tenant eligible to receive assistance, the PHA must provide any remaining tenant a chance to establish eligibility for the unit. If the remaining tenant cannot do so, the PHA must provide the tenant reasonable time to find new housing or to establish eligibility for another housing program covered underby ~~VAWA-2013~~.

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

### **13-IV.A. OVERVIEW**

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

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

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

#### PHA Policy

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

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

### **13-IV.C. DISCLOSURE OF CRIMINAL RECORDS TO FAMILY [24 CFR 5.903(f), 24 CFR 5.905(d) and 24 CFR 966.4(l)(5)(iv)]**

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

#### PHA Policy

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

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

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



### **13-IV.D. LEASE TERMINATION NOTICE [24 CFR 966.4(l)(3); Notice PIH 2021-29]**

#### **Form, Delivery, and Content of the Notice**

Notices of lease termination must be in writing. The notice must state the specific grounds for termination, the date the termination will take place, the resident's right to reply to the termination notice, and their right to examine PHA documents directly relevant to the termination or eviction. If the PHA does not make the documents available for examination upon request by the tenant, the PHA may not proceed with the eviction [24 CFR 996.4(m)].

#### PHA Policy

If the PHA offers remote hearings, the notice will also state that the resident may request a remote hearing.

If the PHA will require that the hearing be conducted remotely, at the time the notice is sent to the resident informing them of the right to request a hearing, the resident will be notified that the hearing will be conducted remotely. The resident will be informed of the processes involved in a remote hearing and that the PHA will provide technical assistance, if needed, before the hearing.

Further, during the period of time for which HUD determines that a national emergency requires additional time for families to secure funding, all termination notifications for nonpayment of rent must include, at a minimum, the language provided in the Appendix of Notice PIH 2021-29.

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

When the PHA is not required to offer the resident an opportunity for a grievance hearing because HUD has made a due process determination and the lease termination is for criminal activity that threatens health, safety or right to peaceful enjoyment or for drug-related criminal activity, the notice of lease termination must state that the tenant is not entitled to a grievance hearing on the termination. It must specify the judicial eviction procedure to be used by the PHA for eviction of the tenant, and state that HUD has determined that the eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations. The notice must also state whether the eviction is for a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, or for a drug-related criminal activity on or off the premises.

### PHA Policy

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

All notices of lease termination will include a copy of the forms HUD-5382 and HUD-5380 to accompany the termination notice. Any tenant who claims that the cause for termination involves domestic violence, dating violence, sexual assault, ~~or~~ stalking, or human trafficking of which the tenant or affiliated individual of the tenant is the victim will be given the opportunity to provide documentation in accordance with the policies in sections 13-III.F and 16-VII.D.

### **Timing of the Notice [24 CFR 966.4(l)(3)(i); 24 CFR 966.8; Notice PIH 2021-29]**

The PHA must give written notice of lease termination of:

- During the period of time for which HUD determines that a national emergency requires additional time for families to secure federal funding that is available due to a Presidential declaration of a national emergency, at least 30 days from the date the tenant receives the notice in the case of failure to pay rent
- When such emergency is not present, 14 calendar days in the case of failure to pay rent
- A reasonable period of time considering the seriousness of the situation (but not to exceed 30 calendar days)

If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened

If any member of the household has engaged in any drug-related criminal activity or violent criminal activity

If any member of the household has been convicted of a felony

- 30 calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply

### PHA Policy

The PHA will give written notice of 30 calendar days from the date the tenant receives the notice for nonpayment of rent (during nationwide emergency orders) or 14 calendar days from the date the tenant receives the notice for nonpayment of rent (upon expiration of nationwide emergency orders). For all other lease terminations, the PHA will give 30 days written notice or, if state or local law allows less than 30 days, such shorter notice will be given.

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

### PHA Policy

Any Notice to Vacate or Notice to Quit that is required by state or local law will *[insert either “be combined with” or “run concurrently”]* with the Notice of Lease Termination under this section.

**Notice of Nonrenewal Due to Community Service Noncompliance [24 CFR 966.4(l)(2)(ii)(D), 24 CFR 960.603(b) and 24 CFR 960.607(b)]**

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

PHA Policy

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

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

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

In cases where termination of tenancy is based on citizenship status, HUD requires the notice of termination to contain additional information. In addition to advising the family of the reasons their assistance is being terminated, the notice must also advise the family of any of the following that apply: the family's eligibility for proration of assistance, the criteria and procedures for obtaining relief under the provisions for preservation of families, the family's right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal, and the family's right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal. Please see Chapter 14 for the PHA's informal hearing procedures.

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

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

#### PHA Policy

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

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

The PHA may not proceed with an eviction action if the PHA has not made available the documents to be used in the case against the family, and has not afforded the family the opportunity to examine and copy such documents in accordance with the provisions of 24 CFR 966.4(l)(3) and (m).

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

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

### **13-IV.G. RECORD KEEPING**

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

#### PHA Policy

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

Name of resident, number and identification of unit occupied

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

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

Date and method of notifying the resident

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

# REPORTS AND PRESENTATIONS TO COMMUNITY DEVELOPMENT AUTHORITY



<b>Agenda Number:</b>	4d		
<b>Topic:</b>	2024 Beloit Housing Authority Operating Budget Revision		
<b>Date:</b>	November 29, 2023		
<b>Presenter:</b>	Clinton Cole	<b>Division:</b>	Beloit Housing Authority

## Overview/Background Information

The Department of Housing and Urban Development (HUD) requires that all Public Housing Authorities (PHAs) prepare and submit an annual Operating Budget. The Operating Budget, once submitted, may be amended by Board approval at any time to reflect changes in unanticipated revenue, costs, or administrative expenses.

## Key Issues

1. On October 25, 2023 the CDA Board of Commissioners approved the 2024 Beloit Housing Authority (BHA) Operating Budget that was prepared using 2023 actual program costs and revenues to date as a guide.
2. Since the 2024 Operating Budget was approved, the BHA was informed that the cost-of-living increase for agency employees will be higher than anticipated in 2024.
3. The 2024 Operating Budget has been revised to reflect the 2024 cost-of-living increase.

## Conformance with Strategic Plan

Approval of this action would conform with the stated purpose of the following strategic goal:

- Goal #1 - Create and Sustain Safe and Healthy Neighborhoods
- Goal #2 - Create and Sustain a High Performing Organization
- Goal #3 - Create and Sustain Economic and Residential Growth
- Goal #4 - Create and Sustain a High Quality of Life
- Goal #5 - Create and Sustain High Quality Infrastructure and Connectivity
- Goal #6 - Create and Sustain Enhanced Communications and Community Engagement, while maintaining a Positive Image

## Sustainability

If applicable, briefly comment on the environmental, economic, and/or social sustainability of this policy or program. Consider how current needs are met without compromising the ability of future generations to meet their own needs. Write N/A if not applicable:  
N/A

## Action Required/Recommendation

Staff recommends approval of the attached resolution.

## Fiscal Note/Budget Impact

All fiscal/budget impacts are noted in the report.

## Attachments

Revised 2024 Beloit Housing Authority Operating Budget; Resolution 2023-20

---

COMMUNITY DEVELOPMENT AUTHORITY

**RESOLUTION 2023-20**  
**APPROVING REVISION TO THE 2024 BELOIT HOUSING AUTHORITY OPERATING BUDGET**

**WHEREAS**, the Beloit Housing Authority (BHA) is responsible for the preparation and submission of an annual Operating Budget to the U. S. Department of Housing and Urban Development (HUD), and

**WHEREAS**, the Beloit Community Development Authority Board had previously approved BHA's the 2024 Operating Budget based upon projected income and expenses, and

**WHEREAS**, the BHA discovered that the cost-of-living increase would be higher than expected and revised the 2024 Operating Budget accordingly.

**NOW THEREFORE BE IT RESOLVED**, that the Beloit Community Development Authority, Rock County, Wisconsin, hereby approves the revised 2024 Beloit Housing Authority Operating Budget as presented and appropriates funds, including those monies received from intergovernmental Aids and Grants upon HUD award and disbursement of the HUD funds to the CDA.

Adopted this 29th day of November, 2023.

**Community Development Authority**

---

Philip Gorman, Chairperson

ATTEST:

---

Clinton Cole, CDA Assistant Executive Director

## Entity Wide FY 2024 Budget - CDA Beloit Housing Authority - WI064

Proposed FY 2024 Budget					
	Proposed LIPH/PBV FY 2024	Proposed Phase 1 FY 2024	Proposed Phase 2 FY 2024	Proposed HCV FY 2024	Proposed Entity Wide FY 2024
<b>Income</b>					
1 Dwelling Rental	-	149,210.42	193,662.00	-	342,872.42
2 Excess Utilities	-	-	-	-	-
3 Interest on Unrestricted Fund Investments	750.00	3,500.00	6,889.84	3,800.00	14,939.84
4 Income - Transfer In from Other Funds	-	28,635.76	28,230.06	-	56,865.82
5 Other Income - Tenants	-	17,155.44	1,200.00	-	18,355.44
6 HAP Fraud Recovery & FSS Forfeitures	-	-	-	1,000.00	1,000.00
7 Other Income - Bad Debt Collections	3,000.00	5,000.00	5,000.00	-	13,000.00
8 Other Income - Laundry/Copy Fees/Misc	15,000.00	100.00	-	32,224.00	47,324.00
9 Other Income - CFP Operation Money	315,000.00	-	-	-	315,000.00
11 Admin Fees Earned - HUD	-	-	-	328,660.00	328,660.00
12 Incoming Billable Admin Fees/Oper Sub	22,803.88	175,000.00	165,000.00	2,800.00	365,603.88
13 ROSS/FSS Grant	69,585.27	-	-	-	69,585.27
14 HAP Subsidy	-	-	-	3,096,818.00	3,096,818.00
15 Operating Subsidy	476,920.00	-	-	-	476,920.00
<b>Total Income</b>	<b>903,059.15</b>	<b>378,601.62</b>	<b>399,981.90</b>	<b>3,465,302.00</b>	<b>5,146,944.67</b>
<b>Expenses</b>					
<b>Administrative Expenses</b>					
16 Admin Salaries	81,039.51	82,040.99	67,558.51	212,772.08	443,411.09
17 ROSS/FSS Coordinator Admin Salaries	51,738.96	-	-	-	51,738.96
18 Admin Employee Benefits	33,488.72	-	-	64,917.56	98,406.28
19 ROSS/FSS Coordinator Admin Benefits	17,696.31	-	-	-	17,696.31
20 Advertising & Marketing	50.00	100.00	100.00	50.00	300.00
21 Legal	100.00	2,200.00	1,500.00	2,000.00	5,800.00
22 Staff Training	2,500.00	-	-	1,750.00	4,250.00
23 Travel	200.00	-	-	250.00	450.00
24 Accounting Consultants	7,250.00	6,300.00	6,300.00	6,110.00	25,960.00
25 Audit Fee	13,500.00	13,750.00	14,500.00	13,500.00	55,250.00
26 Telephone	1,800.00	-	-	1,317.32	3,117.32
27 Postage	3,750.00	2,000.00	1,800.00	-	7,550.00
28 Office Supplies	400.00	850.00	850.00	2,000.00	4,100.00
29 Memberships & Publications	2,048.00	-	-	700.00	2,748.00
30 Bank Fees	100.00	70.20	50.00	4,297.94	4,518.14
31 Computer Maintenance	-	-	-	-	-
32 Copier Expenses	2,500.00	-	-	2,768.60	5,268.60
33 Office Equipment Maintenance	-	-	-	-	-
34 Postage Machine	-	-	-	3,750.00	3,750.00
35 Software Maintenance	4,000.00	3,317.88	3,317.87	5,750.00	16,385.75
36 Outgoing Portable Admin Fees	-	-	-	-	-
37 Sundry Administration/Compliance Fees/TP	2,500.00	5,600.00	5,625.00	3,500.00	17,225.00
38 Port-In HAP Expense	-	-	-	-	-
39 Management Fees	-	6,983.10	15,820.78	-	22,803.88
40 Eviction & Collection Agent Fees	-	-	-	-	-
41 HAP Expense (net fraud recovery to HUD)	-	-	-	3,082,552.00	3,082,552.00
HAP Overfunding (Underfunding)	-	-	-	15,266.00	15,266.00
<b>Maintenance Expenses</b>					
	-	-	-	-	-

## Entity Wide FY 2024 Budget - CDA Beloit Housing Authority - WI064

		Proposed FY 2024 Budget				
	Income	Proposed LIPH/PBV FY 2024	Proposed Phase 1 FY 2024	Proposed Phase 2 FY 2024	Proposed HCV FY 2024	Proposed Entity Wide FY 2024
42	Maintenance Salaries	3,000.00	98,609.85	74,506.32	-	176,116.17
43	Casual Labor - Maintenance	-			-	-
44	Maintenance Benefits	1,000.00			-	1,000.00
45	Maintenance Materials & Supplies	500.00	10,000.00	10,000.00	-	20,500.00
46	Plumbing Supplies	-	-	-	-	-
47	Locks, Locksets & Keys	-	-	-	-	-
48	Electrical Supplies	-	-	-	-	-
49	Painting Supplies	-	-	-	-	-
50	Cleaning Supplies	500.00	-	-	-	500.00
51	Equipment Repair Parts	-	-	-	-	-
52	Maintenance Contracted Services	1,500.00	14,000.00	14,000.00	-	29,500.00
53	Refuse Removal Services	100.00	1,250.00	3,500.00	500.00	5,350.00
54	Plumbing Repair Services	-	-	-	-	-
55	Heating/AC Repair Services	-	2,000.00	1,200.00	-	3,200.00
56	Electric Repair Service	-	-	-	-	-
57	Window Repair Service	-	-	-	-	-
58	Automotive Repairs/Fuel	100.00	3,597.70	3,000.00	500.00	7,197.70
59	Elevator Repair & Maintenance	2,000.00	-	4,000.00	-	6,000.00
60	Pest Control Services	-	1,000.00	1,500.00	-	2,500.00
61	Cable TV	-	-	-	-	-
62	Answering Service	3,200.00	-	-	-	3,200.00
63	Misc Contracts	-	-	-	-	-
64	Clean/Paint Units	-	-	-	-	-
	<b>Utilities Expenses</b>	-	-	-	-	-
65	Water/Sewer	1,800.00	5,500.00	8,500.00	-	15,800.00
66	Electricity	6,500.00	1,400.00	18,000.00	-	25,900.00
67	Natural Gas	3,500.00	2,000.00	10,000.00	-	15,500.00
	<b>Other Operating Expenses</b>	-	-	-	-	-
68	Protective Services Contract	2,000.00	10,000.00	11,000.00	-	23,000.00
69	Insurance	16,653.51	16,130.41	18,407.33	2,798.76	53,990.00
70	PILOT	-	15,350.00	16,700.00	-	32,050.00
71	Compensated Absences	-	-	-	-	-
72	Collection Losses	-	-	-	-	-
73	Replacement Reserves & Debt Pmt-Princ	26,900.00	-	-	-	26,900.00
74	Other General Expense/Asset Mgmt Fees	340,000.00	5,250.00	9,000.00	4,400.00	358,650.00
75	Casualty Losses - Non Capitalized	-	-	-	-	-
76	Capital Expenditures	215,000.00	-	-	-	215,000.00
77	Transfer In / Out	-	-	-	-	-
	<b>Total Expense</b>	<b>848,915.01</b>	<b>309,300.13</b>	<b>320,735.81</b>	<b>3,416,184.25</b>	<b>4,895,135.19</b>
	<b>Net Income/(Loss):</b>	<b>54,144.14</b>	<b>69,301.49</b>	<b>79,246.09</b>	<b>49,117.75</b>	<b>251,809.47</b>



## WI064 FY 2024 BHA Budget for LIPH/PBV

		Actual FY 2023				Proposed FY 2023 Budget		
Income		LIPH Rev(s) As of 6/30/2023	Grants Rev(s) As of 6/30/2023	PBV Rev(s) As of 6/30/2023	Total All Rev(s). As of 6/30/2023	Proposed LIPH/PBV FY 2024	Last Year FY 2023	Difference
1	Dwelling Rental				-			-
2	Excess Utilities				-			-
3	Interest on Unrestricted Fund Investments	360.42			360.42	750.00	50.00	700.00
4	Income - Transfer In from Other Funds				-			-
5	Other Income - Tenants				-			-
6	HAP Fraud Recovery & FSS Forfeitures				-			-
7	Other Income - Bad Debt Collections				-	3,000.00	3,000.00	-
8	Other Income - Laundry/Copy Fees/Misc	365.05			365.05	15,000.00	28,000.00	(13,000.00)
9	Other Income - CFP/Operation/Grant Money	60,433.60	74,194.74		134,628.34	315,000.00	300,000.00	15,000.00
10	Other Income - Sale of Asset Gain/Loss				-			-
11	Admin Fees Earned - HUD				-			-
12	Incoming Billable Admin Fees/Oper Sub	11,401.94			11,401.94	22,803.88	21,567.76	1,236.12
13	ROSS/FSS Grant		31,256.15		31,256.15	69,585.27	101,930.86	(32,345.59)
14	HAP Subsidy				-			-
15	Operating Subsidy	238,460.00			238,460.00	476,920.00	444,430.00	32,490.00
<b>Total Income</b>		<b>311,021.01</b>	<b>105,450.89</b>	<b>-</b>	<b>416,471.90</b>	903,059.15	898,978.62	4,080.53

Expenses		LIPH Exp(s) As of 6/30/2023	Grants Exp(s) As of 6/30/2023	PBV Exp(s) As of 6/30/2023	Total All Exp(s). As of 6/30/2023	Proposed LIPH/PBV FY 2024	Last Year FY 2023	Difference
<b>Administrative Expenses</b>								
16	Admin Salaries	36,140.86			36,140.86	81,039.51	77,182.34	3,857.17
17	ROSS/FSS Coordinator Admin Salaries		22,572.00		22,572.00	51,738.96	84,475.20	(32,736.24)
18	Admin Employee Benefits	15,465.79			15,465.79	33,488.72	38,993.44	(5,504.72)
19	ROSS/FSS Coordinator Admin Benefits		8,684.15		8,684.15	17,696.31	17,305.66	390.65
20	Advertising & Marketing				-	50.00	50.00	-
21	Legal				-	100.00	100.00	-
22	Staff Training		1,424.00		1,424.00	2,500.00	2,500.00	-
23	Travel	100.87			100.87	200.00	200.00	-
24	Accounting Consultants	2,507.00		666.00	3,173.00	7,250.00	7,250.00	-
25	Audit Fee	5,795.00			5,795.00	13,500.00	11,440.00	2,060.00
26	Telephone	857.40			857.40	1,800.00	1,400.00	400.00
27	Postage	2,048.63			2,048.63	3,750.00	3,750.00	-
28	Office Supplies	137.29			137.29	400.00	400.00	-
29	Memberships & Publications	394.22			394.22	2,048.00	2,048.00	-
30	Bank Fees				-	100.00		100.00
31	Computer Maintenance				-			-
32	Copier Expenses	1,384.28			1,384.28	2,500.00	2,500.00	-
33	Office Equipment Maintenance				-			-
34	Postage Machine				-			-
35	Software Maintenance	2,055.54			2,055.54	4,000.00	4,000.00	-
36	Outgoing Portable Admin Fees				-			-
37	Sundry Administration/Compliance Fees	2,455.50			2,455.50	2,500.00	700.00	1,800.00
38	Port-In HAP Expense				-			-
39	Management Fees				-			-
40	Eviction & Collection Agent Fees				-			-
41	HAP Expense (net fraud recovery to HUD)				-			-
	HAP Overfunding (Underfunding)				-			-
<b>Maintenance Expenses</b>								

## WI064 FY 2024 BHA Budget for LIPH/PBV

		Actual FY 2023				Proposed FY 2023 Budget		
Income	LIPH Rev(s) As of 6/30/2023	Grants Rev(s) As of 6/30/2023	PBV Rev(s) As of 6/30/2023	Total All Rev(s). As of 6/30/2023	Proposed LIPH/PBV FY 2024	Last Year FY 2023	Difference	
42	Maintenance Salaries			-	3,000.00	3,000.00	-	
43	Casual Labor - Maintenance			-			-	
44	Maintenance Benefits			-	1,000.00	1,000.00	-	
45	Maintenance Materials & Supplies			-	500.00	500.00	-	
46	Plumbing Supplies	17.49		17.49			-	
47	Locks, Locksets & Keys			-			-	
48	Electrical Supplies			-			-	
49	Painting Supplies			-			-	
50	Cleaning Supplies	277.80		277.80	500.00	200.00	300.00	
51	Equipment Repair Parts			-			-	
52	Maintenance Contracted Services	221.50		221.50	1,500.00	1,500.00	-	
53	Refuse Removal Services		80.48	80.48	100.00	100.00	-	
54	Plumbing Repair Services			-			-	
55	Heating/AC Repair Services			-			-	
56	Electric Repair Service			-			-	
57	Window Repair Service			-			-	
58	Automotive Repairs/Fuel			-	100.00	100.00	-	
59	Elevator Repair & Maintenance	1,551.84		1,451.74	2,000.00	1,500.00	500.00	
60	Pest Control Services			-			-	
61	Cable TV			-			-	
62	Answering Service	2,609.18		2,609.18	3,200.00	3,200.00	-	
63	Misc Contracts			-			-	
64	Clean/Paint Units			-			-	
	<b>Utilities Expenses</b>						-	
65	Water/Sewer	884.83	41.25	926.08	1,800.00	1,600.00	200.00	
66	Electricity	3,101.54	78.31	3,179.85	6,500.00	5,500.00	1,000.00	
67	Natural Gas	1,650.54		1,650.54	3,500.00	2,500.00	1,000.00	
	<b>Other Operating Expenses</b>						-	
68	Protective Services Contract	1,018.22		1,018.22	2,000.00	2,000.00	-	
69	Insurance	8,357.48	104.30	8,461.78	16,653.51	17,150.82	(497.31)	
70	PILOT			-			-	
71	Compensated Absences			-			-	
72	Collection Losses			-			-	
73	Replacement Reserves & Debt Pmt-Princ			-	26,900.00		26,900.00	
74	Other General Expense/Asset Mgmt Fees	168,435.25		168,435.25	340,000.00	273,426.60	66,573.40	
75	Casualty Losses - Non Capitalized			-			-	
76	Capital/Grant Expenditures		72,770.74	72,770.74	215,000.00	193,500.00	21,500.00	
77	Transfer In / Out			-			-	
	<b>Total Expense</b>	<b>257,468.05</b>	<b>105,450.89</b>	<b>970.34</b>	<b>363,789.18</b>	<b>848,915.01</b>	<b>761,072.06</b>	<b>87,842.95</b>

<b>Net Income/(Loss):</b>	53,552.96	-	(970.34)	52,682.72	54,144.14	137,906.56
---------------------------	-----------	---	----------	-----------	-----------	------------

**WI064 FY 2024 Budget for AMP 4- Phase 1**

	Actual FY 2023	Proposed FY 2024 Budget		
Income	Phase 1 Rev(s) As of 6/30/2023	Proposed Phase 1 FY 2024	Last Year FY 2023	Difference
1 Dwelling Rental	74,605.21	149,210.42	118,000.00	31,210.42
2 Excess Utilities				-
3 Interest on Unrestricted Fund Investments	1,765.48	3,500.00	200.00	3,300.00
4 Income - Transfer In from Other Funds		28,635.76	27,801.71	834.05
5 Other Income - Tenants	8,577.72	17,155.44	23,151.88	(5,996.44)
6 HAP Fraud Recovery & FSS Forfeitures				-
7 Other Income - Bad Debt Collections	3,524.00	5,000.00	5,000.00	-
8 Other Income - Laundry/Copy Fees/Misc	41.85	100.00		100.00
9 Other Income - CFP Operation Money				-
10 Other Income - Sale of Asset Gain/Loss				-
11 Admin Fees Earned - HUD				-
12 Incoming Billable Admin Fees/Oper Sub	95,459.07	175,000.00	133,926.60	41,073.40
13 ROSS/CFP Grant				-
14 HAP Subsidy				-
15 Operating Subsidy				-
<b>Total Income</b>	<b>183,973.33</b>	<b>378,601.62</b>	<b>308,080.19</b>	<b>70,521.43</b>

	Phase 1 Exp(s) As of 6/30/2023	Proposed Phase 1 FY 2024	Last Year FY 2023	Difference
<b>Administrative Expenses</b>				
16 Admin Payroll Expenses	38,864.06	82,040.99	79,524.27	2,516.72
17 FSS Coordinator Admin Salaries				-
18 FSS Coordinator Admin Benefits				-
19 Advertising & Marketing	47.30	100.00	50.00	50.00
20 Legal		2,200.00	2,200.00	-
21 Staff Training				-
22 Travel				-
23 Accounting Consultants	3,110.00	6,300.00	6,300.00	-
24 Audit Fee	13,630.00	13,750.00	12,000.00	1,750.00
25 Telephone				-
26 Postage		2,000.00		2,000.00
27 Office Supplies	182.46	850.00	260.00	590.00
28 Memberships & Publications				-
29 Bank Fees	35.10	70.20	82.80	(12.60)
30 Computer Maintenance				-
31 Copier Expenses				-
32 Office Equipment Maintenance				-
33 Postage Machine				-
34 Software Maintenance	2,005.34	3,317.88	3,317.88	-
35 Outgoing Portable Admin Fees				-
36 Sundry Administration/Compliance Fees/TP	5,321.71	5,600.00	5,600.00	-
37 Port-In HAP Expense				-
38 Management Fees	3,491.55	6,983.10	6,739.98	243.12
39 Eviction & Collection Agent Fees				-
40 HAP Expense (net fraud recovery to HUD)				-
HAP Overfunding (Underfunding)				-
<b>Maintenance Expenses</b>				

### WI064 FY 2024 Budget for AMP 4- Phase 1

		Actual FY 2023	Proposed FY 2024 Budget		
Income	Phase 1 Rev(s) As of 6/30/2023	Proposed Phase 1 FY 2024	Last Year FY 2023	Difference	
42	Maintenance Payroll Expenses	36,695.17	98,609.85	93,681.19	4,928.66
43	Casual Labor - Maintenance				-
44	Maintenance Materials & Supplies	15,390.46	10,000.00	8,000.00	2,000.00
45	Plumbing Supplies				-
46	Locks, Locksets & Keys				-
47	Electrical Supplies				-
48	Painting Supplies				-
49	Cleaning Supplies				-
50	Equipment Repair Parts				-
51	Maintenance Contracted Services	29,700.19	14,000.00	12,000.00	2,000.00
52	Refuse Removal Services		1,250.00	1,250.00	-
53	Plumbing Repair Services				-
54	Heating/AC Repair Services	1,135.00	2,000.00	1,000.00	1,000.00
55	Electric Repair Service				-
56	Window Repair Service				-
57	Automotive Repairs/Fuel	1,287.85	3,597.70	3,485.52	112.18
58	Elevator Repair & Maintenance				-
59	Pest Control Services		1,000.00	1,000.00	-
60	Cable TV				-
61	Answering Service				-
62	Misc Contracts				-
63	Clean/Paint Units				-
	<b>Utilities Expenses</b>				-
64	Water/Sewer	1,193.18	5,500.00	5,500.00	-
65	Electricity	648.87	1,400.00	1,400.00	-
66	Natural Gas	961.99	2,000.00	1,000.00	1,000.00
	<b>Other Operating Expenses</b>				-
67	Protective Services Contract	2,500.00	10,000.00	10,000.00	-
68	Insurance	7,501.30	16,130.41	14,891.47	1,238.94
69	PILOT	7,275.77	15,350.00	11,500.00	3,850.00
70	Compensated Absences				-
71	Collection Losses				-
72	Replacement Reserves & Debt Pmt-Princ				-
73	Other General Expense/Asset Mgmt Fees	4,874.98	5,250.00	3,275.00	1,975.00
74	Casualty Losses - Non Capitalized				-
75	Capital Expenditures				-
76	Transfer In / Out				-
	<b>Total Expense</b>	<b>175,852.28</b>	<b>309,300.13</b>	<b>284,058.11</b>	<b>25,242.02</b>
	<b>Net Income/(Loss):</b>	8,121.05	69,301.49	24,022.08	

**WI064 FY 2024 Budget for AMPS 5, 6 & 7 - Phase 2**

	<b>Actual FY 2023</b>	<b>Proposed FY 2024 Budget</b>		
<b>Income</b>	<b>Phase 2 Rev(s) As of 6/30/2023</b>	<b>Proposed Phase 2 FY 2024</b>	<b>Last Year FY 2023</b>	<b>Difference</b>
1 Dwelling Rental	96,831.00	193,662.00	141,000.00	52,662.00
2 Excess Utilities				-
3 Interest on Unrestricted Fund Investments	3,444.92	6,889.84	750.00	6,139.84
4 Income - Transfer In from Other Funds		28,230.06	27,407.83	822.23
5 Other Income - Tenants	4,368.14	1,200.00	1,200.00	-
6 HAP Fraud Recovery & FSS Forfeitures				-
7 Other Income - Bad Debt Collections	327.44	5,000.00	5,000.00	-
8 Other Income - Laundry/Copy Fees/Misc				-
9 Other Income - CFP Operation Money				-
10 Other Income - Sale of Asset Gain/Loss				-
11 Admin Fees Earned - HUD				-
12 Incoming Billable Admin Fees/Oper Sub	72,976.18	165,000.00	139,500.00	25,500.00
13 ROSS/CFP Grant				-
14 HAP Subsidy				-
15 Operating Subsidy				-
<b>Total Income</b>	<b>177,947.68</b>	<b>399,981.90</b>	<b>314,857.83</b>	<b>85,124.07</b>

	<b>Phase 2 Exp(s) As of 6/30/2023</b>	<b>Proposed Phase 2 FY 2024</b>	<b>Last Year FY 2023</b>	<b>Difference</b>
<b>Administrative Expenses</b>				
16 Admin Payroll Expenses	34,654.68	67,558.51	65,552.53	2,005.98
17 FSS Coordinator Admin Salaries				-
18 FSS Coordinator Admin Benefits				-
19 Advertising & Marketing	48.49	100.00	50.00	50.00
20 Legal	820.00	1,500.00	1,500.00	-
21 Staff Training				-
22 Travel				-
23 Accounting Consultants	2,910.00	6,300.00	6,300.00	-
24 Audit Fee	13,630.00	14,500.00	11,000.00	3,500.00
25 Telephone				-
26 Postage		1,800.00		1,800.00
27 Office Supplies	385.85	850.00	260.00	590.00
28 Memberships & Publications				-
29 Bank Fees		50.00	50.00	-
30 Computer Maintenance				-
31 Copier Expenses				-
32 Office Equipment Maintenance				-
33 Postage Machine				-
34 Software Maintenance	1,996.18	3,317.87	3,317.87	-
35 Outgoing Portable Admin Fees				-
36 Sundry Administration/Compliance Fees/TP	4,273.92	5,625.00	5,625.00	-
37 Port-In HAP Expense				-
38 Management Fees	7,910.39	15,820.78	14,827.78	993.00
39 Eviction & Collection Agent Fees				-
40 HAP Expense (net fraud recovery to HUD)				-
HAP Overfunding (Underfunding)				-
<b>Maintenance Expenses</b>				

**WI064 FY 2024 Budget for AMPS 5, 6 & 7 - Phase 2**

		Actual FY 2023	Proposed FY 2024 Budget		
Income		Phase 2 Rev(s) As of 6/30/2023	Proposed Phase 2 FY 2024	Last Year FY 2023	Difference
42	Maintenance Payroll Expenses	40,045.67	74,506.32	70,829.84	3,676.48
43	Casual Labor - Maintenance				-
44	Maintenance Materials & Supplies	3,593.64	10,000.00	8,000.00	2,000.00
45	Plumbing Supplies				-
46	Locks, Locksets & Keys				-
47	Electrical Supplies				-
48	Painting Supplies				-
49	Cleaning Supplies				-
50	Equipment Repair Parts				-
51	Maintenance Contracted Services	12,410.66	14,000.00	12,000.00	2,000.00
52	Refuse Removal Services	3,257.00	3,500.00	3,000.00	500.00
53	Plumbing Repair Services				-
54	Heating/AC Repair Services	124.00	1,200.00	1,200.00	-
55	Electric Repair Service				-
56	Window Repair Service				-
57	Automotive Repairs/Fuel	1,124.68	3,000.00	2,521.68	478.32
58	Elevator Repair & Maintenance	2,488.97	4,000.00	2,750.00	1,250.00
59	Pest Control Services	700.00	1,500.00	500.00	1,000.00
60	Cable TV	4,107.29	-	1,750.00	(1,750.00)
61	Answering Service				-
62	Misc Contracts				-
63	Clean/Paint Units				-
	<b>Utilities Expenses</b>				-
64	Water/Sewer	2,946.80	8,500.00	8,500.00	-
65	Electricity	8,803.44	18,000.00	18,000.00	-
66	Natural Gas	4,995.26	10,000.00	9,000.00	1,000.00
	<b>Other Operating Expenses</b>				-
67	Protective Services Contract	3,351.44	11,000.00	11,000.00	-
68	Insurance	8,011.98	18,407.33	16,370.61	2,036.72
69	PILOT	7,924.92	16,700.00	11,500.00	5,200.00
70	Compensated Absences				-
71	Collection Losses				-
72	Replacement Reserves & Debt Pmt-Princ				-
73	Other General Expense/Asset Mgmt Fees	5,216.98	9,000.00	8,700.00	300.00
74	Casualty Losses - Non Capitalized				-
75	Capital Expenditures				-
76	Transfer In / Out				-
	<b>Total Expense</b>	<b>175,732.24</b>	<b>320,735.81</b>	<b>294,105.31</b>	<b>26,630.50</b>

**Net Income/(Loss):** 2,215.44      79,246.09      20,752.52

## WI064 FY 2024 Budget for Housing Choice Voucher

	Actual FY 2023	Proposed FY 2024 Budget		
Income	HCV Rev(s) As of 6/30/2023	Proposed HCV FY 2024	Last Year FY 2023	Difference
1 Dwelling Rental				-
2 Excess Utilities				-
3 Interest on Unrestricted Fund Investments	1,955.84	3,800.00	3,360.00	440.00
4 Income - Transfer In from Other Funds				-
5 Other Income - Tenants	367.00			-
6 HAP Fraud Recovery & FSS Forfeitures	1,763.00	1,000.00	750.00	250.00
7 Other Income - Bad Debt Collections				-
8 Other Income - Laundry/Copy Fees/Misc	16,112.00	32,224.00	30,880.60	1,343.40
9 Other Income - CFP Operation Money				-
10 Other Income - Sale of Asset Gain/Loss				-
11 Admin Fees Earned - HUD	164,330.00	328,660.00	324,024.00	4,636.00
12 Incoming Billable Admin Fees/Oper Sub	1,644.84	2,800.00	2,000.00	800.00
13 ROSS/CFP Grant				-
14 HAP Subsidy	1,548,409.00	3,096,818.00	2,915,000.00	181,818.00
15 Operating Subsidy				-
<b>Total Income</b>	<b>1,734,581.68</b>	<b>3,465,302.00</b>	<b>3,276,014.60</b>	<b>189,287.40</b>

	HCV Exp(s) As of 6/30/2023	Proposed HCV FY 2024	Last Year FY 2023	Difference
<b>Administrative Expenses</b>				
16 Admin Salaries	90,735.91	212,772.08	200,516.49	12,255.59
17 FSS Coordinator Admin Salaries				-
18 Admin Employee Benefits	28,748.74	64,917.56	70,124.36	(5,206.80)
19 FSS Coordinator Admin Benefits				-
20 Advertising & Marketing		50.00	50.00	-
21 Legal		2,000.00	500.00	1,500.00
22 Staff Training		1,750.00	1,750.00	-
23 Travel	119.89	250.00	250.00	-
24 Accounting Consultants	3,055.00	6,110.00	5,764.00	346.00
25 Audit Fee	5,795.00	13,500.00	11,000.00	2,500.00
26 Telephone	658.66	1,317.32	1,110.70	206.62
27 Postage				-
28 Office Supplies	850.63	2,000.00	2,000.00	-
29 Memberships & Publications	324.22	700.00	700.00	-
30 Bank Fees	2,148.97	4,297.94	4,212.20	85.74
31 Computer Maintenance				-
32 Copier Expenses	1,384.30	2,768.60	1,905.80	862.80
33 Office Equipment Maintenance				-
34 Postage Machine	1,872.26	3,750.00	3,500.00	250.00
35 Software Maintenance	2,184.36	5,750.00	5,750.00	-
36 Outgoing Portable Admin Fees				-
37 Sundry Administration/Compliance Fees	6,662.27	3,500.00	3,500.00	-
38 Port-In HAP Expense	16,112.00			-
39 Management Fees				-
40 Eviction & Collection Agent Fees				-
41 HAP Expense (net fraud recovery to HUD)	1,541,276.00	3,082,552.00	2,873,328.00	
HAP Overfunding (Underfunding)	8,896.00	15,266.00	42,422.00	
<b>Maintenance Expenses</b>				
				-

## WI064 FY 2024 Budget for Housing Choice Voucher

	Actual FY 2023	Proposed FY 2024 Budget		
Income	HCV Rev(s) As of 6/30/2023	Proposed HCV FY 2024	Last Year FY 2023	Difference
42 Maintenance Salaries				-
43 Casual Labor - Maintenance				-
44 Maintenance Benefits				-
45 Maintenance Materials & Supplies				-
46 Plumbing Supplies				-
47 Locks, Locksets & Keys				-
48 Electrical Supplies				-
49 Painting Supplies				-
50 Cleaning Supplies				-
51 Equipment Repair Parts				-
52 Maintenance Contracted Services				-
53 Refuse Removal Services		500.00	500.00	-
54 Plumbing Repair Services				-
55 Heating/AC Repair Services				-
56 Electric Repair Service				-
57 Window Repair Service				-
58 Automotive Repairs/Fuel		500.00	357.00	143.00
59 Elevator Repair & Maintenance				-
60 Pest Control Services				-
61 Cable TV				-
62 Answering Service				-
63 Misc Contracts				-
64 Clean/Paint Units				-
<b>Utilities Expenses</b>				-
65 Water/Sewer				-
66 Electricity				-
67 Natural Gas				-
<b>Other Operating Expenses</b>				-
68 Protective Services Contract				-
69 Insurance	1,105.96	2,798.76	2,498.10	300.66
70 PILOT				-
71 Compensated Absences				-
72 Collection Losses				-
73 Replacement Reserves & Debt Pmt-Princ				-
74 Other General Expense/Asset Mgmt Fees		4,400.00	4,400.00	-
75 Casualty Losses - Non Capitalized				-
76 Capital Expenditures				-
77 Transfer In / Out				-
<b>Total Expense</b>	<b>1,703,034.17</b>	<b>3,416,184.25</b>	<b>3,193,716.65</b>	<b>13,243.60</b>

**Net Income/(Loss):** 31,547.51 49,117.75



	Date	Initials
Prepared By:	9/14/2023	PJL
Reviewed By:		

	Total	BHA Admin	BHA PBV	LLC Phase 1 Amp 4	LLC Phase 2 Amp 5-7	HCV
Workers Comp	\$ 7,006.00	4,343.72				2,662.28
Liability Ins/Excess Liability	\$ 7,495.00	7,495.00				
Fleet Insurance	\$ 411.00	274.52				136.48
Property Insurance	\$ 39,078.00	4,309.71	230.56	16,130.41	18,407.33	0.00
Employment Practice	\$ 645.00	399.90				245.10
Telecommunications/Web	\$ 2,234.00	1,139.34				1,094.66