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B.1 Revision of PHA Plan Elements

ATTACHMENT A: DECONCENTRATION POLICY – NO CHANGES

DECONCENTRATION RULE

The objective of the deconcentration rule for public housing units is to require that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. As a goal and to the greatest extent feasible based on the waiting list. HABD may house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. HABD may take action to require that no individual development has a concentration of higher income families in one or more of the developments. To assure that HABD does not concentrate families with higher income levels, it is the goal of HABD not to house more than 60% of its units in any one development with families whose income exceeds 30% of the area median income. HABD will track the status of family income, by development, on a monthly basis.

The average annual income of HABD Public Housing Communities is as follows:

<table>
<thead>
<tr>
<th>Community</th>
<th>Average Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elyton Village</td>
<td>$11,943</td>
</tr>
<tr>
<td>Loveman Village</td>
<td>$12,334</td>
</tr>
<tr>
<td>Morton Simpson Village</td>
<td>$8,334</td>
</tr>
<tr>
<td>NorthBirmingham</td>
<td>$10,019</td>
</tr>
<tr>
<td>Freedom Manor</td>
<td>N/A</td>
</tr>
<tr>
<td>Southtown Court</td>
<td>$8,470</td>
</tr>
<tr>
<td>Smithfield Court</td>
<td>$10,416</td>
</tr>
<tr>
<td>Collegeville Center</td>
<td>$11,117</td>
</tr>
<tr>
<td>Ben Greene Village</td>
<td>$12,737</td>
</tr>
<tr>
<td>Marks Village</td>
<td>$7,808</td>
</tr>
<tr>
<td>Tom Brown Village</td>
<td>$11,393</td>
</tr>
<tr>
<td>Harris Homes</td>
<td>$15,951</td>
</tr>
<tr>
<td>Kimbrough Homes</td>
<td>$8,663</td>
</tr>
<tr>
<td>Roosevelt City</td>
<td>$14,299</td>
</tr>
</tbody>
</table>

The 2018 Median Income for the Birmingham-Hoover metropolitan area is $71,000.00. Based on this amount, 30% of the area Median Income is $21,300.00. HABD currently has no site with average income at or above 30% of the median income.

Economic and Social Deconcentration: Selection will be made in such a manner to avoid concentrations of the most economically and socially deprived families in one or all of the housing communities operated by the HABD and to maintain a resident population in each housing community composed of families with a broad range of income and rent paying ability that is generally representative of the range of low income families in the HABD’s area of operation as defined by state law.

Deconcentration and Income Mixing
The Housing Authority of the Birmingham District has the following plans and/or policies that impact deconcentration and income mixing:

Flat Rents: The HABD is required to establish flat rents, per bedroom size, based on 80% of the fair market rent (FMR) of Birmingham-Hoover Metropolitan Statistical Area. The agency began applying the flat rent policy in October 2014. Since that time all qualifying new applicants pay the new flat rent effective at move in. Households on flat rent prior to enactment of the new 80% FMR rule have been
subject to a 35% annual increase in flat rent at the time of yearly re-certification up to the 80% FMR amount.

**Homeownership Program:** The HABD has an active homeownership program to identify and assist families that may qualify for homeownership opportunities. The attraction of higher income working families to Public Housing and HCV will enable the HABD to develop a larger pool of qualified families. The minimum yearly income required for participation in the program is $15,000.00.

**Improvements and Upgrades:** The HABD is dedicated to improving living conditions at all sites through various forms of upgrades and redevelopment in order to make its housing portfolio more competitive with private sector housing. An ongoing lighting plan in conjunction with Alabama Power has brought about replacement of all exterior lighting. Old lighting has been upgraded to brighter and more energy efficient LED lighting. Redevelopment of Loveman Village through HUD's Rental Assistance Demonstration (RAD) program will provide opportunities to attract more working families attracted to new construction in both traditional and new neighborhoods. Further redevelopment and upgrades to Southtown, Marks Village, Freedom Manor, and other sites are also planned.

**Working Family Preference:** HABD is instituting a working family preference for select sites in order to attract working families public housing communities, thus assisting further with deconcentration efforts.

**Project Based Voucher (PBV):** HABD will solicit projects in low-poverty areas to provide residents housing options in areas of higher incomes. HABD will reserve its right to project-base assistance through any appropriate program and up to the maximum allotted number of units/vouchers.
HABD will implement a Resident Selection Plan for Multi-family/PBRA Properties to comply with the HUD multifamily program requirements to establish a Resident Selection Plan that helps to ensure residents are selected for occupancy in accordance with HUD requirements and established management policies. This Resident Selection Plan can be used for all new multifamily and tax credit programs under the agency’s management.
The purpose of the Resident Selection Plan is to establish fair and equitable guidelines for selecting applicants to occupy housing units at (Property Name) in accordance with the requirements of Housing Authority of the Birmingham District (HABD) and HUD regulations. (Property Name) is owned and managed by the Housing Authority of the Birmingham District (HABD).

MARKETING

HABD shall use affirmative marketing practices in accordance with the HUD approved Affirmative Fair Housing Marketing Plan (AFHMP) to conduct outreach for the community. The AFHMP will be reviewed every 5 years and updated as needed to ensure compliance. HABD will review the demographics of the community and determine whether advertising efforts should be targeted to under-represented racial or ethnic groups in the project area. The AFHMP will be revised when a substantial change takes place or the local Consolidated Plan is updated. Revised AFHMPs will be submitted to HUD for approval. The HUD approved AFHMP will be posted in the leasing office at the community. HABD staff shall keep records of its activities in implementing the affirmative marketing plan, including records of advertisement and other community outreach efforts. Racial and ethnic characteristics of residents will be confidentially maintained at community office and will be updated annually for reporting purposes.

STATEMENT OF NON-DISCRIMINATION

It is the policy of this community to provide housing on an equal opportunity basis. We do not discriminate on the basis of Race, Religion, Color, Sex, Familial Status, National Origin or Disability or any other protect class in accordance with federal, state and local laws including Sexual Orientation, Gender Identity or Marital Status. It is the policy of the (Property Name) to fully comply with all Federal, State and local nondiscrimination laws; Section 504 of the Rehabilitation Act of 1973; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

REASONABLE ACCOMMODATIONS

HABD will apply the same screening criteria to all applicants. However, HABD is obligated to offer qualified applicants with disabilities additional consideration in the application of rules and practices, or services and structural alterations, if it will enable an otherwise eligible applicant or resident with a disability an equal opportunity to access and enjoy the housing program. HABD is not, however, required to make a reasonable accommodation or physical modification if the accommodation or modification will cause a financial burden to the building or if it requires HABD to alter or change a basic component of the housing program. After receiving third-party verification from a healthcare professional identified by the applicant that the applicant is disabled and requires the type of accommodation requested, HABD will make all efforts to supply the accommodation. If HABD finds that the accommodation requested is not reasonable, HABD will make all efforts to find an accommodation that is both effective and reasonable. Reasonable accommodation for persons with disabilities will be provided at all stages of the application, interview, selection and residency process. Reasonable accommodation includes adjustments to rules, policies, practices and procedures. Questions or requests for assistance regarding any aspect of the application process may be directed to the Property Manager. HABD will take affirmative steps to communicate with persons who need services or information in a language other than English. This may include interpreter services and/or written materials translated into other languages.

HABD will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). HABD may do this by employing bilingual staff, or by providing access to people who speak languages other than English, in order to assist persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English (LEP persons). In determining whether it is feasible to provide written translations of documents written in English, HABD will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who are LEP persons and the estimated cost to HABD per client. HABD will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group.
HABD will annually review and update the LEP plan to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

**SMOKE-FREE FACILITY**

(Property Name) is a smoke-free environment. The purpose of this rule is to protect the health and safety of our residents and property. It is a violation of the Community Rules for any resident, guest, visitor, contractor and/or staff to smoke, carry, inhale or exhale lighted cigarettes, pipes, cigars, vaping or any other tobacco product anywhere inside the building. The public designated areas are located outside the building at a distance of 25 feet from the facility. Violations of the smoke-free policy can result in eviction as a violation of the Community Rules (which Rules are incorporated by reference in the Lease). A violation of the Lease agreement allows for immediate termination of the Lease by the HABD.

**PRIVACY POLICY**

It is the policy of HABD to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the HABD. Neither the property HABD nor its staff shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure. Such consent may be provided in an equally effective manner, as a reasonable accommodation, when there is the presence of a disability. This Privacy Policy in no way limits the HABD’s ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

**PROGRAM TYPE/POPULATION SERVED**

(Property Name) is a Section 8 New Construction converted through the HUD Multifamily RAD/Project-Based Rental Assistance (PBRA) program. (Property Name) consist of 100 one-bedroom units with 5% accessible units and is designated for elderly families whose head, spouse, co-head or sole member is a person who is at least 62 years of age.

**INCOME ELIGIBILITY**

Income limits are determined and published by the U.S. Department of Housing and Urban Development (HUD). Admission will be limited to those families whose annual income does not exceed the applicable income limits. Currently the limit is set at very low income level, which is at or below 50% Area Median Income (AMI) for the Birmingham Market Rent Area. A copy of the income limits is posted in the leasing office and made available upon request.

Income Targeting Requirements
In order to achieve compliance with HUD’s income targeting requirements, we will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

HABD will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, HABD will implement the following procedures:

A. As stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, HABD will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, HABD will admit applicants in waiting list order.

B. If it is determined from examining the current waiting list that the income targeting level may not be achieved, HABD will make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days,
HABD will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

**OCCUPANCY STANDARDS**

In order to avoid overcrowding and make the best use of available space and subsidy, this property has designated unit size standards that are considered reasonable and in compliance with federal, state and local laws. HABD reserves the right to limit the number of individuals residing within a single apartment. Generally, the acceptable number of persons per apartment, depending on household composition, will be:

<table>
<thead>
<tr>
<th>Bedroom Size</th>
<th>Minimum Persons</th>
<th>Maximum Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

**PROGRAM ELIGIBILITY REQUIREMENTS**

**Citizenship Requirement:** The applicant and all household members must meet HUD’s requirements regarding restrictions on assistance to non-citizens by providing a signed Declaration and copies of eligibility documents, as applicable. A list of acceptable documents can be provided to the applicant upon request. Households with one or more eligible members and one or more ineligible members qualify for pro-rated assistance provided that all required immigration documentation has been submitted in a timely manner. The following documentation must be provided for each family member regardless of age to determine citizenship status:

U.S. citizens:
- A signed declaration of citizenship
- U.S. birth certificate or U.S. passport

Noncitizens 62 years and older:
- A signed declaration of eligible noncitizen status
- Proof of age

Noncitizens under the age of 62 claiming eligible status:
- A signed declaration of eligible immigration status
- A signed consent form
- One of the DHS-approved documents listed on declaration form

Noncitizens not claiming eligible immigration status:
- A signed statement that acknowledges ineligibility for assistance

Verification of citizenship will be verified through the Department of Homeland Security (DHS) using Multifamily Systematic Alien Verification for Entitlements (SAVE) system.

**Social Security Number Requirement:** The applicant provides social security numbers for all household members and proof of the numbers reported before they can be admitted. If all household members have not disclosed and/or provided verification of their Social Security Numbers at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant who has not provided required Social Security Number information for all non-exempt household members has 90 days from the date they are first offered an available unit to disclose/verify the Social Security Numbers. During this 90-day period, the applicant may retain its place on the waiting list. After 90-days, if the applicant is unable to disclose/verify Social Security Numbers of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list. Exemptions: 1) Residents age 62 and older as of January 31, 2010 whose initial determination of eligibility was begun prior to January 31, 2010 or 2) Those individuals who do not contend eligible immigration status (individuals in a mixed family that are not claiming to be eligible under HUD’s noncitizen regulations).
Applicant households with a child under the age of 6 added to the household within the last six months, have 90 days from the date of move-in to provide a social security number for that child. An extension of an additional 90 days may be granted. Failure to provide a social security number after the 90-day extension may result in lease termination.

**Sole Residence Requirement:** The unit for which the household is applying will be the household’s only residence.

**Prohibition Against Double Subsidies:** At the time of admission, the applicant is not receiving assistance on another unit which will not be terminated at the time of admission.

**Student Status Requirement:** HABD must determine a student’s eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

Assistance shall not be provided to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

To align with HUD guidance, HABD will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

**Definition of an Independent Student:** An individual who is:

- 24 years of age or older by December 31st of the award year
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older
- Emancipated minor
- Veteran of the U.S. Armed Forces or is currently on active duty
- Graduate or professional student
- Married
- Has legal dependents other than a spouse
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
  - Local education agency’s official homeless liaison
  - Director of a program funded under the Runaway and Homeless Youth Act
  - Director of a program funded under subtitle V of the IV of the McKinney-Vento Homeless Assistance Act (emergency shelter grants)
  - Financial aid administrator
Definition of a “Vulnerable Youth” is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court
- An emancipated minor or in legal guardianship
- Homeless or at risk of homelessness and is self-supporting

Consent and Verification Forms: Regardless of age, the Head-of-Household (HOH), the co-Head-of-Household (HOH) the spouse of the Head-of-Household (HOH) and all adult members of a household must sign HUD’s consent forms so that the HABD can verify eligibility. Consent and verification forms protect the rights and privacy of residents and applicants by allowing them to have control over any information collected about them. All adult members of an applicant or resident household must also sign individual verification forms authorizing the HABD to verify household income and applicable eligibility factors (e.g., disability status) and to allow for screening.

APPLICANT SCREENING CRITERIA

Meeting the program eligibility requirements above does not automatically qualify an applicant for residency. All adult applicants (and if appropriate minors) will be subject to certain screening based on criminal, credit, rental history and other criteria listed in this plan. If the screening process determines that the family meets HUD and HABD’s standards for admission, the family is found eligible.

1) Legal Age: The Head of household must have the capacity under state and local law to enter into a legally binding lease agreement, including being of legal age.

2) Screening for Drug Abuse and Other Criminal Activity.
   HUD has established standards that prohibit admission of:
   - Any household in which any member was evicted in the last three years from federally assisted housing for drug-related criminal activity
   - Any household in which any member was engaged in the production of methamphetamine.
   - A household in which any member is currently engaged in illegal use of drugs or for which the HABD has reasonable cause to believe that a member’s illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right to peaceful enjoyment of the property by other residents. “Currently engaged in” is defined as any use of illegal drugs during the previous six months.
   - Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution or use of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].
   - Any household member who is subject to any state lifetime sex offender registration requirement
   - Any household member if there is reasonable cause to believe that member’s behavior, from abuse or pattern of abuse of alcohol, may interfere with the health, safety, and right to peaceful enjoyment by other residents. The screening standards must be based on behavior, not the condition of alcoholism or alcohol abuse.
   In addition to HUD requirements, HABD has established a policy to reject all applications engaged in criminal activity as described in the following Criminal Conviction Criteria.

Criminal Conviction Criteria

Upon receipt of the Rental Application, HABD will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a “Conviction” (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord’s agent. HABD will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, is currently engaged in illegal use of drugs or there is a reasonable cause to believe that a member’s illegal use or pattern of illegal use of a drug may cause an interference or if there is reasonable cause of behavior, from abuse or pattern of abuse of alcohol may cause interference, this may result in denial.
If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under this criteria, and desires to submit additional information to HABD along with the application so HABD can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, the applicant should do so. Otherwise, the applicant may request the review process after denial as set forth below, however, see “Criminal Conviction Review Process” below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

- Felonies involving: murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.
- Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord’s agent, where the date of disposition has occurred in the last 7 years.
- Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 5 years.
- Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a resident or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord’s agent, where the date of disposition has occurred in the last 3 years.
- Conviction of any crime that requires lifetime registration as a sex offender will result in denial.

Criminal Conviction Review Process

HABD will engage in an individualized assessment of the applicant’s, or other proposed occupant’s Convictions if:

- Applicant has submitted supporting documentation prior to the public records search; or
- Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation.

Supporting documentation MUST include:

- A statement from the applicant; as well as one of the following:
  - Letter from parole or probation officer; or
  - Letter from caseworker, therapist, counselor; or
  - Certifications of various treatments/rehab programs;

HABD will:

- Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good resident history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. HABD may request additional information and may consider whether there have been multiple Convictions as part of this process.
- Notify applicant of the results of HABD’s review within a reasonable time after receipt of all required information.
- Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant’s written request (if made after denial) the unit was committed to another applicant.

The household will have five (5) business days to provide verification that the household member engaged in the above criminal activity has alternative housing or that the household member has applied for alternative housing. Failure to provide such documentation will result in rejection of the application for all household members. HABD
reserves the right to monitor household composition after move-in. If HABD discovers that a sex offender has moved in to the unit, assistance will be terminated and the household will be evicted in accordance with local landlord resident law requirements. Any assistance paid-in-error must be returned to HUD.

3) Screening for Credit History. HABD reviews each adult applicant’s credit history. HABD does not consider medical bills/expenses, credit score, or the lack of credit history when reviewing credit history. Credit history will be reviewed to determine the following:

- If there is any debt owed to a prior HABD, PHA or HUD;
- If there are any evictions that have not been reported;
- If there are any other housing related judgments against the applicant.
- If there is a history or pattern of not paying bills on time and consistently.

4) Screening for Rental History. HABD will review rental history with any Landlord indicated in the past two (3) years. HABD will also review information provided through automated databases including eviction databases. The application will be rejected for any of the following:

- The family has been evicted from federally assisted housing within the past 3 years;
- The family has a pattern of disturbance of neighbors, destruction of property or living or housekeeping habits at prior residences within the past two years which may adversely affect the health, safety or welfare of other residents.
- The family has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances).

If the applicant fails to identify one or more residences where he/she lived in the last two (3) years, the applicant will be rejected and the household will be removed from the waiting list.

HABD will contact the prior Landlord or property owner and inquire about the following information:

- Adherence to the Lease & Community Rules and Regulations
- Compliance with certification reporting requirements
- Rental Payment Performance
- Compliance with requirements to fully and accurately disclose income information in a timely manner
- Requirement to Return Assistance Paid in Error due to under-reporting income or un-reported income
- Unit Maintenance/Damage
- Record of Disturbing Neighbors
- Complaints

If information obtained is negative the applicant will be rejected. Negative responses include but are not limited to:

- A pattern of failure to comply with the lease
- A pattern of failure to comply with House Rules, Pet Rules or Assistance Animal Rules
- Failure to fully and accurately report income, new employment or changes in household composition in a timely manner (if required)
- Providing false information
- Attempting to receive or receiving HUD assistance in multiple units/homes
- Slow or no response to requests to recertify
- Poor rental payment history (average more than three (3) late payments per year, record of bounced checks, any outstanding balance)
- A pattern of poor unit maintenance or damage to the unit beyond normal wear-and-tear
- Complaints from neighbors regarding actions that directly affect the peace and quiet comfort of others living in the community
- Record of actions that interfered with or prevented the previous landlord from effectively managing the property.
- A pattern of outstanding balances owed by any household member to a prior Landlord.
- If the applicant has no rental history, the rental history screening will be considered “positive”.
5) Screening for Ability to Establish Utility Service (if applicable to property). HABD will also screen applicant households for the ability to establish utility services in the name of at least one adult family member. All adult applicants will be required to sign the consent for Release of Information from the appropriate utility company. Applicant households which do not have any adult members able to establish service will be given 3 days to resolve the issue. If the household is unable to do so, the application will be rejected.

6) Bed Bug Infestation History. If an applicant makes HABD aware of bed bugs at the applicant’s current or previous building or residence or if HABD has reason to suspect that the applicant may have been exposed to a bed bug infestation, HABD may require the applicant’s furniture, clothing, and all household items to be professionally inspected and certified as bed bug free within seven (7) days prior to move-in. Additionally, prior to move-in, HABD reserves the right to inspect all items intended to be moved into the Community to verify that no bed bug infestation exists. Failure to comply with the above steps to prevent bed bugs from infesting the Community may be cause to reject the applicant.

7) Enterprise Income Verification (EIV) System. HUD provides us with information about an applicant’s current status as a HUD housing recipient. We will use the Enterprise Income Verification (EIV) system to determine if the applicant or any member of the applicant household is currently receiving HUD assistance. Nothing prohibits a HUD housing assistance recipient from applying at this community. However, the applicant must move out of the current property and/or forfeit any voucher before HUD assistance at this community will begin.

An Existing Tenant Search will be performed during the application process on all household members listed on the application. The Existing Tenant Search will determine if an applicant or any member of the household is currently receiving subsidy at another community. This report will be used for applicants only and the results will be printed and maintained with the application file in accordance with HUD’s recordkeeping requirements.

If management discovers that the applicant is currently receiving assistance, management will attempt to coordinate move-out and move-in dates with the resident and the PHA or owner/agent of the property at the other location. Management will follow-up with the respective PHA or owner/agent to confirm the individual’s program participation status before admission. In addition, applicants will be notified that assistance will not be provided in the new unit until the day after assistance stops in the residence identified in EIV.

Note: If the applicant, or any member of the applicant household, fails to fully disclose rental history, the application may be denied based on the applicant’s “misrepresentation of information.”

8) Misrepresentation of Information: Applicant rejection will result if, during the course of processing an application, it becomes evident that an applicant has falsified or otherwise misrepresented any facts about his/her current situation, history, or behavior in a manner that would affect eligibility, applicant selection criteria qualifications, allowances or rent. This provision shall not be applied to minor mistakes that produce no benefit to the applicant.

THE APPLICATION PROCESS

It is HABD’s policy to accept and process applications in accordance with HUD, fair housing and any other applicable agency guidance. We will make a reasonable accommodation to assist in the application process if the applicant or any member of the applicant household is disabled.

Accepting Applications:

- HABD will utilize a formal application to assist in determining the applicant’s eligibility to the program. All information on the application will be verified prior to admission to the Community.
- Application forms will be distributed and accepted In Person, Mail (as a reasonable accommodation), or HABD’s website (download).
- The applicant must complete a full application and as instructed.
- All documents in the application package must be completed in full, signed and dated.
- Any applicant who fails to complete his or her application and packet forms in its entirety will result in the disqualification of the application. The application will not be processed.
Upon receipt of the completed application, HABD will make a preliminary eligibility determination before adding a household to the waiting list or initiating final eligibility. HABD will review the application to ensure there are no obvious factors that would make the applicant ineligible. Then approved applications will be added to the waiting list until their name reaches the top for final eligibility determination (i.e., screening and verification).

**WAITING LIST MANAGEMENT**

To ensure applicants are appropriately and fairly selected for the next available unit, it is essential for HABD to maintain a waiting list. HABD will place the applicant on the waiting list after preliminary eligibility determination is complete. Applications will be placed on the waiting list in chronological order of date and time received.

*Please note: Applicants who are placed on the Waiting List apparently met the preliminary eligible requirement at the time of application; however, other eligibility factors such as screening and verification of income and assets are only conducted at the time the applicant is called in for an interview and prior to move-in. Therefore, being placed on the waiting list does not guarantee that an applicant will be deemed qualified for an apartment, as that determination can only be made after all screening and verification has been completed.*

**Invitation to Interview.** When the applicant family reaches the top of the waiting list, they will receive an invitation by phone call and/or mail to come for a final eligibility, screening review and verification. If the family does not attend the scheduled appointment or does not respond to the invitation in the time allotted, a notice will be sent to the family and their name will be withdrawn from the waiting list. If the family responds within seven (5) working days of the notice and requests to be rescheduled, they will be placed back on the waiting list with their same date and time. If the family misses their second scheduled appointment, they are no longer eligible to be placed back on the waiting list. The family will be required to submit a new application and start the process from the beginning. If the letter is unable to be delivered by the United States Postal Service, the application will be rejected and the household will be removed from the waiting list.

**Update the Waiting List.** Annually, HABD will send a letter to applicants on the waiting list requesting (1) update information, (2) asking if they wish to remain on the waiting list and (3) stating that if the letter is not responded to within fourteen (14) days, their name will be removed from the Waiting List without further notice. NO PHONE CALLS.

**Opening and Closing the Waiting List.** When the number of names/families on the Waiting List for any particular size exceeds the annual apartment turn over for that size unit, the Waiting List may be closed. HABD will advise potential applicants of the closure of the Waiting List and refusal to take additional applications. A notice will be prominently posted in the HABD/rental office or reception area and in a local newspaper, stating the reason the Waiting List is closed and the effective date of the closure.

When the Waiting list is to be reopened, notice of this will be placed on the agency website, local publication, as well as notifications sent to appropriate social service agencies stating when the Waiting List will be re-opened, as well as times and days that applications will be taken. This is done in accordance with the Affirmative Fair Housing Marketing Plan (HUD Form 935.2a).

**Eligibility While on the Waiting List.** Only eligible applications are allowed to remain on the Waiting List. If in the unfortunate event, the applying household head, co-head or spouse passes away during the time while waiting on the list, the remaining applying household member(s), if any, must meet the requirements of the program/property type to remain on the Waiting List. If the remaining member(s) is not eligible, the application will be removed from the Waiting List and not processed.

**Refusal of an Offered Apartment:** If an applicant on the Waiting List is offered an apartment and refuses the offered apartment (first offer), the applicant may remain on the waiting list at the original spot. In the event of a second refusal of an offered apartment, the application will be rejected and the applicant’s name removed from the Waiting List. The applicant may reapply in the future.

**Resident Transfer Waiting List:** When a unit becomes available, in-place residents requiring a different apartment will be housed appropriately before we move in an applicant on the Waiting List. This allows HABD to treat current residents having the greatest housing need prior to applicants on the Waiting List. In this manner, we are able to avoid displacing, through
any action, current residents whose housing needs have changed since admission. If a resident on the in-house Transfer Waiting List is offered an apartment and refuses the offered apartment (first offer), the resident may remain on the Transfer Waiting List at the original spot. In the event of a second refusal of an offered apartment, the resident will be removed from the Transfer Waiting List. The resident may request a transfer in the future. When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Lease and Community Rules and Regulations. This means the family must be in compliance with their lease, current on all payments, and must pass a housekeeping inspection. Resident transfer for deeper subsidy is not permitted at this time.

Removal of Name from the Waiting List: Applicant names will be removed from the Waiting List for any of the following reasons:
- The applicant no longer meets the eligibility requirements for the unit, property, or program;
- The applicant fails to contact HABD to indicate their interest in retaining his /her placement on the Waiting List;
- The applicant fails to respond to a written notice within the required time frame;
- The applicant does not comply to the verification process in a timely manner;
- The applicant does not provide the required documentation in a timely manner;
- The applicant fails to sign any and all documents in a timely way, up to and including the lease;
- The applicant is offered an apartment and rejected two units;
- Mail sent to the applicant’s address is returned as undeliverable, unclaimed or not forwarded;
- The apartment that is needed – using family size as the basis - changes, and no appropriate size unit exists in the property;
- The applicant requests removal from the Waiting List;
- The applicant cancels their interest and decides not to proceed with the processing of the application.
- Another reason found in the Screening Criteria section.

Waiting List Priority: Residents Selection will be made according to the type of unit to be filled and residents will be selected in the following order: 1) Emergency transfers resulting from a VAWA transfer request (see VAWA Emergency Transfer Plan below). 2) Approved transfers resulting from a reasonable accommodation request (see reasonable accommodations below). 3) Date and time order of application to the waiting list; with oldest dated application being the first notified.

Reinstating an Applicant to the Waiting List: If HABD determines that an error was made in removing an applicant from the Waiting List, the applicant will be reinstated at their original spot on the Waiting List. Such errors may include: the applicant did not respond to information of updates because of a disability, or the applicant’s initial rejection was overturned during the informal hearing process.

REJECTION PROCEDURES:

HABD reserves the right to reject applicants for admission based on any of the following:
- No unit of the appropriate size exists on the property
- The household fails to meet the HUD indicated eligibility requirements for the assistance program/property
- Any non-exempt member of the household fails to provide a Social Security Number or adequate documentation to verify the Social Security Number (SSN)
- Any member of the household fails to meet the applicant screening requirements
- Any member of the household fails to sign appropriate verification documents
- Misrepresentation
- Fraud
- Any member of the household fails to respond to HABD inquiries for additional information during the application process
- HABD is unable to contact the applicant via US Mail (letters undeliverable or returned) and/or by phone (number disconnected or changed)
- Any member of the household has a record of eviction, for lease violations, from any property managed by the owner or HABD agent
- Any member of the household has a pattern of eviction, for lease violations, from any property within the last two years
- There is a pattern of outstanding or overdue payments to a previous landlord
• There is record of outstanding or overdue payments to HUD
• The household is unable to establish utilities in the new unit (if applicable)
• The household is unable to pay the security deposit required
• The household is unable to take possession of the unit within the timeframes outlined in this plan

Rejection of Application: When HABD rejects an applicant, the applicant will be notified of this decision in writing. This written statement, which will be sent in a timely fashion, will include the reason(s) for the rejection, and will state that the applicant has the opportunity to request a meeting with HABD representatives to discuss the rejection. The applicant will be further instructed to request the meeting within fourteen (14) days of the date of the rejection letter. Such requests are to be submitted to the HABD office. HABD will accept the request in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability. If there is no appeal request within fourteen (14) days, the rejection will be considered final. Reasons to appeal include:

• The applicant believes the decision has been made in error
• The applicant believes there are extenuating circumstances that should be considered
• The applicant or a member of the applicant’s household is a victim of abuse covered by the Violence Against Women Act and the applicant feels the applicant’s status as a victim contributes to the decision to deny
• The applicant or a member of the applicant’s household is a person with a disability, and the applicant believes a reasonable accommodation would allow HABD to continue processing the application
• The applicant’s household was rejected because the application includes someone who is a registered sex offender and the applicant wishes to remove that household member

Any staff person engaged in the initial review will not be involved in the appeal. HABD’s designated hearing officer will conduct the informal review. Applicants may bring a representative to assist in the appeal meeting. Applicants and/or their representatives have the right to request a reasonable accommodation to:

• Assist in facilitating your request for appeal
• To assist in your participation during the appeal meeting

The hearing officer will provide written notification of a final decision within ten (10) business days of the review.

VIOLENCE AGAINST WOMEN ACT (VAWA)

In accordance with the Violence Against Women Act, this community will not deny housing or assistance to an applicant, who otherwise qualifies, because of the applicant’s status as a victim of domestic violence, dating violence, sexual assault, or stalking.

An applicant may certify they are a victim of domestic violence by providing any one of the following documents:

• The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD 91066)
• A signed statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, sexual assault, or stalking.
• A federal, state, tribal, territorial, or local police record or court record.

Failure to provide any one of these documents within 14 business days of HABD’s request could have an impact implementing VAWA protections. HABD, on a case by case basis and due to mitigating circumstances, may extend the time period for submitting the documentation. Information provided by the victim in accordance with the certification shall be retained in confidence and not entered into any shared database nor provided to any related entity except when the disclosure is: 1) consented to by the applicant in writing, 2) required for use in eviction proceedings, or 3) as required by law.

Similarly, criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the applicant/resident’s household, any guest, or other person under the applicant/resident’s control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the victim of the criminal acts. The VAWA protections shall not supersede any provision of any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.
VAWA EMERGENCY TRANSFER PLAN:

Eligibility for Emergency Transfers: A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the resident reasonably believes that there is a threat of imminent harm from further violence if the resident remains within the same unit. If the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A resident requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Residents who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation: To request an emergency transfer, the resident shall notify HABD and submit a written request for a transfer. HABD will provide reasonable accommodations to this policy for individuals with disabilities. The resident’s written request for an emergency transfer should include either: 1) A statement expressing that the resident reasonably believes that there is a threat of imminent harm from further violence if the resident were to remain in the same dwelling unit assisted under HABD’s program; OR 2) A statement that the resident was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the resident’s request for an emergency transfer.

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

Emergency Transfer Timing and Availability: HABD cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HABD will, however, act as quickly as possible to move a resident who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a resident reasonably believes a proposed transfer would not be safe, the resident may request a transfer to a different unit. If a unit is available, the transferred resident must agree to abide by the terms and conditions that govern occupancy in the unit to which the resident has been transferred. HABD may be unable to transfer a resident to a particular unit if the resident has not or cannot establish eligibility for that unit. If HABD has no safe and available units for which a resident who needs an emergency is eligible, HABD will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident’s request, HABD will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

ACCESSIBLE UNITS
(Property Name) has 5 handicapped accessible units. If a vacant unit is handicapped accessible, it will first be offered to a resident who has an approved reasonable accommodation for the need for an accessible unit. If there are no current residents with an approved reasonable accommodation for an accessible unit; the unit will then be offered to applicants on the waiting list who indicated and can verify a need for an accessible unit; with applicants being considered in date and time order of their waiting list date; with the oldest date being considered first. If there are no current applicants who indicated and then were able to verify the need for the features of the accessible unit; the unit will be offered to an applicant not having a need requiring the accessibility features of the vacant unit. However, the resident agrees to transfer to a comparable non-accessible unit within the building should a resident or applicant require an accessible unit. HABD may require that the applicant move to a more appropriate unit. Failure to transfer as agreed shall be deemed non-compliance with the Lease and be cause for termination of the Lease.

UNIT TRANSFER POLICY

Resident transfers within the community will be added to the current waiting list and given priority over applicants on the waiting list.
Residents will also be given priority over waiting list applicants when allocating available Section 8 assistance slots. Unit transfers are subject to the family being in good standing with the Lease and Community Rules and Regulations (where applicable). This means the family must be in compliance with their lease, current on all payments, and must pass a housekeeping inspection.

The following are the only instances in which a transfer will be approved for a resident:

- Household is under-housed – too many people for the bedroom size apartment
- Household is over-housed – not enough people for the bedroom size apartment
- Unit destroyed due to no fault of the resident (i.e. fire, flood, tornado, etc.) o Resident will be housed in an available appropriately sized vacant unit. Resident understands that this unit will become their permanent residence.
  - If there is no vacant unit available then resident will be re-housed in their original unit after all repair work has been completed
  - If there are more than one resident displaced due to a fire, flood, tornado, etc, households will be placed in appropriately sized vacant units available in order of initial move in date.
- Reasonable Accommodation (subject to proper verification)
- Medical Condition (subject to proper verification)
- Emergency Transfers under Violence Against Women Act (VAWA)

Should a resident request a transfer as part of a reasonable accommodation, the community will pay the cost of the physical move for the resident as long as doing so does not place an undue financial and administrative burden upon the community.

If a resident is required to transfer due to a change in household composition, the resident has 30 days after they have been notified that an appropriately sized apartment is available for them. If they do not move in that time frame, they are required to pay full market rent.

**PET POLICY**

A resident may own a pet subject to HABD’s approval and subject to the following conditions:

- Resident must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
- If the pet is a dog or cat, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of the humane society and must be provided before the execution of the Pet Policy Addendum.
- All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Residents lawns. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility.
- All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object is not considered to be under the control of an adult. Pets, unleashed or leashed, and unattended on HABD property may be impounded and taken to the local Humane Society or other animal control facility. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. If a member of the HABD Staff takes a pet to the Humane Society or animal control facility, the resident will be charged $50.00 to cover the expense of transporting the pet(s).
- Pets may not be left unattended for more than twenty-four consecutive hours. If it is reported to HABD staff that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, HABD staff may enter
the unit and remove the pet and transport the pet to the Humane Society or other animal control facility at the resident’s expense. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the HABD will work with the resident to allow the resident to make accommodations for the pet.

**Responsible Pet Ownership.** Each pet must be maintained responsibly and in accordance with the pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit.

**Prohibited Animals:** Animals or breeds of animals that are considered by the HABD to be vicious or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: *reptiles, rottweiler, doberman pinscher, pit bulldog or any animal that displays vicious behavior.* This determination will be made by a HABD representative prior to the execution of the Pet Policy Addendum.

**Service Animals:** Pursuant to The Americans with Disabilities Act, as defined, service animals are *any* guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability. Service animals are *not* considered to be pets. A person with a disability uses a service animal as an auxiliary aid, similar to the use of a cane, crutches or wheelchair. For this reason, HABD shall permit the use of a service animal by an individual with a disability or by an individual who is elderly. A *seeing eye* dog, although not considered a pet, will be vaccinated in compliance with the Jefferson County Animal Control Ordinance.

**Companion Animals:** Pursuant to the Fair Housing Amendment Act of 1988, companion animals are considered to be a type of service animal. As a matter of reasonable accommodations, due to a resident’s physical or mental disability, HABD recognizes the health benefits and the need for a live-in companion animal. Therefore, HABD allows for a live-in companion animal upon the resident’s request.

A resident’s request for a companion animal must be accompanied by proper verification from a medical/psychological professional, that the companion animal provides significant therapeutic benefits in items of their illness and decrease the need for medication.

HABD does not discriminate against any person from admission or continued occupancy of such housing because of ownership of a companion animal. This is also applicable to ownership or possession of a service animal.

**Pet Disturbances:** Pet(s) will not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, *disturb, interfere or diminish,* include but are not limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore disturbs any person at any time of the day or night. The Property Manager will terminate the authorization if a pet disturbs other residents as provided in the Pet Policy Addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

**Service Animal/Companion Animal Disturbances:** It is very important to note that the statute provides that the HABD is explicitly permitted to require the removal of any animal considered a *nuisance* or a *threat* to other persons in the community. It is of the utmost importance that residents with companion animals take all reasonable steps to keep their companion’s content in their homes. Excessive noise, unsanitary conditions, or threatening behavior on the part of the animal would provide a basis for the HABD to require the companion animal to be removed from the unit.

**Destructive Pet(s):** If the animal is destructive, creates a nuisance, represent a threat to the safety and security of other persons, or creates a problem in the areas of cleanliness and sanitation, the Property Manager will notify the resident, in writing, that the animal must be removed from the housing community, within 10 days of the notice from the HABD. The resident may request a hearing, which will be handled according to the HABD established grievance procedures. The pet may remain with the resident during the hearing process unless the HABD has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HABD, the pet must be immediately removed from the unit and the community upon receipt of the notice from the HABD.
**Pet Waste:** The resident is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the housing community. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HABD staff is required to clean up any waste left by a pet, the resident will be charged $25.00 for the removal of the waste.

**Pet(s) Restrained:** The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the resident shall be charged $25.00. If the same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HABD staff and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HABD staff takes a pet(s) to the Humane Society the resident will be charged an additional $50.00 to cover the expense of taking the pet(s) to the Humane Society. The HABD shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the HABD.

**Breeding:** Pets may not be bred or used for any commercial purposes.

**Schedule of initial deposits:**

A deposit is required for each pet.

<table>
<thead>
<tr>
<th>Deposit</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dog</td>
<td>$250.00</td>
</tr>
<tr>
<td>Cat</td>
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</tr>
<tr>
<td>Fish Aquarium</td>
<td>$100.00</td>
</tr>
<tr>
<td>Caged Pets</td>
<td>$150.00</td>
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</tbody>
</table>

The above schedule is applicable for each pet. If a resident has more than one pet the applicable deposit and annual fee are required for each pet. The entire annual fee and deposit must be paid prior to the execution of the Pet Policy Addendum. The annual fee shall be paid at the time of re-examination each year and all proof of inoculations and other requirements shall be made available to the HABD at such time. The annual fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or resident. Any balance, from the deposit will be refunded to the resident. There shall be no refund of the annual fee.

It is a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of the Pet Policy Addendum. The resident will be entitled to a grievance hearing in accordance with the provisions of the Pet Policy Addendum or Grievance procedure as applicable.

*SERVICE/COMPANION ANIMALS FEES AND DEPOSITS:* Pet deposits or fees do not apply to service or companion animals.

**IDENTITY VERIFICATION**

To verify the identity of each applicant and all adult household members, a photo ID will be required and proof of self-identification may be provided in any of the following forms:

- A valid, state issued unexpired driver’s license.
- A valid, state issued unexpired nondriver identification card.
- Valid photo voter ID card or other valid ID card issued by any state or the federal government, as long as it contains a photo.
- Valid U.S. passport.
- Valid government employee ID card with a photo.
- Valid U.S. military ID card containing a photo.
- Valid tribal ID card containing a photo.
STATEMENT OF CAPITAL FUNDS

AL09L001501-17
AL09P001501-15
AL09P001501-16
AL09P001501-17
AL09P001501-18
AL09R001502-16
AL09R001502-17
ATTACHMENT C: OPERATION & MANAGEMENT

CENTRALIZED PUBLIC HOUSING APPLICATION INTAKE

In an effort to streamline the public housing application process and better monitor its wait list, HABD relocated the application process away from its public housing management offices and into one centralized location, located at the McCoy Building, 1301 25th Avenue North, Birmingham, AL 35204. The process is under the direct supervision of the Housing Operation Department and utilizes one Assistant Asset Manager to supervise a staff of four Housing Coordinators and one Administrative Clerk. HABD finalized this transition in June 2019.

HABD FLAT RENT SCHEDULE OCTOBER 2020

The HABD Board of Commissioner, on November 14, 2019, approved the 2020 Flat Rent Schedule for the HABD Public Housing Program. These flat rent amounts went into effect January 1, 2020.

<table>
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<tr>
<th>Bedroom Size</th>
<th>2020 Fair Market Rent</th>
<th>HABD Flat Rent / 80% FMR</th>
</tr>
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<tbody>
<tr>
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NOTE: Federal Mandated Changes to Flat Rent.

On January 17, 2014, the President signed the Department of Housing and Urban Development (HUD) Appropriations Act of 2014. Section 210 of that act amended the United States Housing Act of 1937 to create a new rule for flat rents for all Public Housing Agencies (PHAs). On March 20, 2014, HUD issued instructions to all PHAs informing them that they must implement the new rules for flat rents effective June 1, 2014. All PHAs must revise the flat rent schedule to be at least 80% of the Fair Market Rent for their area. HUD gave PHAs the discretion to apply the new flat rent schedule to a family’s next annual rent option or annual reexamination. Also, the statute limits annual flat rent increases to 35% of the existing flat rent amount. Therefore, these mandated increases will not go into effect until the next annual rent option or annual re-certification.

CURFEW POLICY AND LEASE ADDENDUM

August 16, 2019, the HABD Board of Commissioners approved the HABD Curfew Policy and Lease Addendum.

The Curfew Policy is as follows:
The Birmingham curfew is a city ordinance created in part to address problems with crime in Birmingham. The ordinance (11-6-20) is described in Title 11, "Crimes and Offenses", Chapter 6, "Offenses Against Public Order and Safety", Article A, "General Provisions", Section 20, "Birmingham Curfew Hours, Enforcement and Penalties for Violation" of the General Code of the City of Birmingham (1980). The Birmingham City Council, on August 19, 2008, approved changes to the city's curfew law. Those changes became effective on October 1, 2008. Under the revised policy, youth under the age of seventeen (17) are not allowed to be in public places or establishments:

During normal public school hours of 8:00 AM – 3:00 PM
From 9:00 PM – 6:00 AM, Sunday through Thursday
From 11:00 PM – 6:00 AM on Friday and Saturday nights and official holiday.

The City Ordinance allows for specific, but limited exceptions. A copy of the City Ordinance will be available for viewing in all HABD Public Housing Management Offices.

Violations of the Curfew Policy will result in the following actions:

1st Offense The first documented occurrence will result in a written warning.
2nd Offense The second documented occurrence will result in a written lease violation.
3rd Offense The third documented occurrence may result in a Lease termination and eviction

Any resident that feels they have wrongly received such lease termination may appeal the termination through the regular HABD appeal process

HABD seeks to institute this policy into its lease as an addendum to ensure all families are fully aware of the Birmingham City Curfew and HABD’s intent to fully enforce it. HABD further seeks to amend its current curfew signage, posted throughout its portfolio of sites, so reflect such hours as listed above, as current signage reflects curfew hours beginning at 10:00 PM Sunday through Thursday and 12:00 midnight through 6:00 AM Fridays, Saturdays, and Holidays.

U.S. VETERAN’S PREFERENCE

August 16, 2019, the HABD Board of Commissioners approved a change to the HABD Admissions and Continued Occupancy Policy allowing for a housing preference for United States Veterans.

The preference is as follows:

24 CFR 960.206(a) provides the option for Public Housing Authorities to adopt a system of local preferences for selection of families admitted to the PHA’s public housing program.

The United States Veterans Preference will apply to applicants who have served active duty and who have not received a dishonorable discharged from the Armed Services and who otherwise meet all qualifications to apply and reside in Public Housing.

“Veteran Family” means a veteran who is a single person, or a family in which the head of
household, or the spouse of the head of household, is a veteran.

To qualify, the applicant must supply documentation from any branch of the Armed Services that describes applicant’s veteran status and any status other than that of dishonorable discharge from the service.

If a Veteran Family is on the waiting list, and the veteran is deceased before admittance to the program, the spouse of the veteran shall maintain their place and preference on the wait list. For a widow/widower of a Veteran to be qualified for the Veterans preference, the registrant must supply the birth certificates, marriage certificate and death certificate.

**HOUSING OF SINGLE PERSONS**

August 16, 2019, the HABD Board of Commissioners approved a change to the HABD Admissions and Continued Occupancy Policy to add direction regarding the housing of single persons as directed by the Department of Housing and Urban Development.

The preference is as follows:

24 CFR 960.206(d) provides guidance regarding housing assistance limitations for single persons as follows: “A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a resident family may NOT be provided a housing unit with two or more bedrooms.
HABD ORGANIZATIONAL CHART - ATTACHED
ATTACHMENT D: HOMEOWNERSHIP PROGRAMS

Homeownership Units for HCV & Public Housing Programs

Homeownership Units on HCV Program

Joanne Underwood 1532 30th Street Ensley Birmingham, AL 35218
Everhome Mortgage Company  Project #2 (Green)

Deanna Dorsey
1709 6th Pl NW
Birmingham, AL 35214
Iberia Bank  Project #3 (Green)

Glenda Hosmer
703 North 28th Street
Pell City, AL 35125
Ditech Financial LLC  Project #2 (Green)

Vivian Barnes
401 Orchid Road
Birmingham, AL 35215
Ditech Financial LLC  Project #2 (Green)

HABD currently has a total of 40 Homeownership Units in Public Housing

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ATTACHMENT E: FAMILY SELF-SUFFICIENCY (FSS) PROGRAM

PROGRAM OVERVIEW & ACTION PLAN

On September 26, 1994, the Housing Authority of the Birmingham District (HABD) received notification of an award of fifteen (15) additional Section 8 certificates from HUD to fill these slots with Housing Choice Voucher (HCV) participants. The HABD agreed to fill the fifteen (15) FSS Certificates by September 1996. The HABD established a voluntary FSS Program to include Public Housing (PH) residents for a total of eighty-five (85) FSS slots. The required fifteen (15) and the voluntary eighty-five (85) slots gave the HABD a total of 100 slots. The timetable for implementation of the FSS Program was submitted to HUD on September 26, 1995. Effective April 1, 2004, the HABD FSS Program was expanded with an increase of 50 additional voluntary slots for a total of 135 voluntary slots and 15 mandatory slots, giving a total of 150 slots. The HABD has met its FSS mandatory minimum program size for the HCV Program and operates a voluntary FSS Program of approximately 50 HCV and 100 families in Public Housing.

The HABD began operation of its FSS Program in 1995 making available its services to residents living in HABD’s public housing communities and persons receiving rental assistance through the HCV Program. Its purpose is to empower families receiving assistance to improve their economic situation by reducing their dependence on public assistance and welfare. The FSS Program is for individuals who are employed or underemployed, desire to increase their income and are willing to commit to changing their lives.

The FSS Program is designed to offer educational opportunities, job training and supportive services needed to assist participants in returning to the productive mainstream of society. Eligible families are referred to supportive services and resources in the community as needed to move the family toward economic self-sufficiency.

Each FSS participant develops a maximum five-year plan that includes employment goals and identifies training or educational needs. The FSS staff will work with the household to identify, locate and arrange for the services they need to achieve these goals. Services might include but are not limited to, child care, education, transportation, resume’ preparation, job training and placement, counseling, parenting skills, money management, credit counseling, and homeownership.

A family expressing an interest in participating in the FSS Program must attend the FSS orientation. A Contract of Participation is signed by the participant and the HABD representative, indicating their commitment to work toward the goal of employment and becoming self-sufficient.

EDUCATION MEETINGS, SEMINARS, AND WORKSHOPSPARTICIPATION REQUIREMENT

Program Participants are required to attend sponsored meetings, seminars, and/or workshops designed to assist the families in becoming self-sufficient. These educational opportunities will link available community resources, to participants and, included topics not limited to (listed below)

- Money Management, Credit Repair, Employment, Interviewing Techniques, Homeownership, Career Development.
• Educational opportunities will be offered minimally on a monthly basis.
• Participants must attend six of a minimum twelve scheduled educational opportunities (e.g. Meetings, workshops and seminars)

The HABD HCV & PH Family Self Sufficiency Coordinators are assigned case management responsibilities for each participant. The FSS Program is under the direct supervision of the Director of Resident Services who supervises program activities, and ensures that the HCV and PH FSS Program components are in compliance with the HABD policies and procedures and HUD regulations.

Any family member, 18 or older currently living in Public Housing or Housing Choice Voucher assisted under the jurisdiction of the HABD is eligible to participate in the program. Services of the program are offered at no cost to the participant.

Since its inception the FSS Program has had a total of forty-one (41) participants to successfully complete the program. Of the forty-one (41) participants, nineteen (19) were public housing residents and the remaining twenty-two (22) were Section 8 participants. All were without welfare assistance and gainfully employed. A total of eight FSS graduates have successfully achieved homeownership.

FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

The Family Self-Sufficiency (FSS) Program of the Housing Authority of the Birmingham District (HABD) is committed to providing the highest quality of housing and related services to the FSS Program participants. In an effort to encourage residents to reach their fullest potential and become self-sufficient, the HABD will link community support services with education, job training, etc. with housing assistance for residents through the FSS Program.

The FSS Program was developed by the U. S. Department of Housing and Urban Development (HUD), and is a voluntary program designed to encourage Public Housing (PH) and Housing Choice Voucher (HCV) residents while they are advancing their education, job training skills, and/or current level of employment.

The FSS Program serves as a catalyst for families to accept responsibility for themselves as they move toward achieving economic independence and self-sufficiency through advancing their education and job training skills. The HABD FSS Program is implemented by the HCV and PHFSS Coordinator under the supervision of the Director of Resident Services.

ACTION PLAN:

The HABD FSS Program Action Plan governs implementation of the FSS Program.

OVERALL GOALS:

The HABD goal is to develop and implement a successful FSS Program for residents of PH and HCV Programs, including homeownership for those who desire to participate. The Program will prepare families for
becoming self-sufficient, by providing them with assistance through case management and linking them to education opportunities, development and/or enhancement of job skills, job placement and Homeownership Counseling/Assistance, and other related supportive services. To increase the percentage of working families in the FSS Program, HABD will link the participants with local job readiness and training programs.

The HABD will implement its goal with the following aims:

**Goal 1:**
Increase and maintain the participation rate in the FSS Program to at least 100% annually.

**Goal 2:**
0% of FSS Program Participants maintaining employment.

**Goal 3:**
Increase the number of the FSS Participants with Escrow Accounts annually.

**Goal 4:**
To continue to sponsor the Annual George A. Pegues Annual Memorial FSS Golf Tournament to raise monies to assist the participants with supportive services, including (but not limited to) child care, transportation, and education.

**Goal 5:**
To sponsor an Annual Career and Jobs Fair to increase the number of working families participating on the FSS Program.

**Goal 6:**
By offering a new rental unit or one that has been comprehensively modernized to all public housing families signing an FSS Contract of Participation after June 30, 1997.

**FAMILY DEMOGRAPHICS**

The HABD uses its public and assisted housing family demographics to identify supportive service needs for the families expecting to participate in the FSS Program. The HABD FSS Program will reflect the Agency’s public and assisted housing population. The population breakdown is approximately 99% African American; 1% White and other racial groups. Most participants will be female heads of households with or without children. HABD will serve one hundred and fifty families-including fifty housing choice voucher and hundred public housing.

**SUPPORTIVE SERVICES TO BE OFFERED FOR PARTICIPANTS**

The following supportive services will be offered for the FSS Program participants through collaborative linkups within the local community:

Child Care Transportation Assistance GED Preparation
Job Readiness Training/Placement Parent Training
Secondary and Post-Secondary Education Vocational Education
Medical services
Substance Abuse Prevention and Referrals for Treatment and Counseling Homeownership Counseling
Home Management Training:

- Health and nutrition
Energy conservation
- Budgeting
- Safety and crime prevention
- Time Management
- Homeownership Education
- Tax Preparation
- Clothing
- Other as identified as needed

PROGRAM COORDINATING COMMITTEE (PCC)

The HABD has established and will maintain a Program Coordinating Committee (PCC) whose function will be to assist in securing commitments of public and private resources (supportive services, jobs, etc.) for the operation of the program. The committee is composed of a cross section of community and business leaders and program participants. The PCC will assume an advisory role in the FSS Program, and the HABD’s FSS Coordinator will assume the leadership role. The PCC will meet on a quarterly basis to review and recommend when needed, revisions to the FSS Action Plan and assist with fundraising activities.

The HABD will select a cross section of committee leaders and individuals to serve on its PCC to avoid duplication of services for the FSS Participants:

The PCC membership includes members as follows:
- Two Public Housing (PH) Residents enrolled in the FSS program.
- Two Housing Choice Voucher (HCV) Residents enrolled in the FSS Program.
- Representation of at least two (2) HABD Property Managers or Community Center Coordinators
- State of Alabama Department of Human Resources (DHR)
- Jefferson County- Office of Workforce Development (Local WIOA Grant Recipient)
- Family Guidance Center of Alabama
- Jefferson State Community College
- Lawson State Community College
- Snelling Personnel Services (Employment Agencies)
- Jefferson County Committee from Economic Opportunity (JCCEO, Local Community Action Agency)
- Representatives from any other public and private service providers and private business in accordance with [24CFR 984.202(b)(2)]

The PH Residents, HCV residents, Property Managers, and/or Community Center Coordinator who serve on the PCC will serve for a term of one (1) year to allow the broadest representation of participants. These persons will be replaced by selecting new individuals to serve. The Program Coordinating Committee will continue to
operate according to the HUD guidelines and the HABD FSS PCC Bylaws. (See Appendix)

FAMILY SELF-SUFFICIENCY PARTICIPANTS SELECTION

The selection process for families participating in the FSS Program are as follows:

• The participant must currently be a Public Housing or Housing Choice Voucher HABD resident.
• Must complete and forward an FSS Interest Form to the HCV FSS Coordinator, Public Housing FSS Coordinator, Public Housing Property Manager, or other HABD staff.
• The HCV FSS Coordinator and/or the Public Housing FSS Coordinator will review the FSS Interest Form and follow up with a letter inviting them to the next FSS Orientation.
• Participants must attend the FSS Orientation. Upon completion of the orientation, an individual appointment will be scheduled with the FSS Coordinator to complete the FSS Contract of Participation.
• After signing the FSS Contract of Participation, an official letter of participation will follow.

A family’s election not to participate in the FSS Program will not affect the terms of their current Public Housing Lease Agreement. It will also not affect a Housing Choice Voucher.

FAMILY SELF-SUFFICIENCY NON-PREFERENCE

The FSS Program will maintain a database of all interested applicants. This database will serve for selection of applicants for future vacancies within the program.

PARTICIPATION OUTREACH

In an effort to ensure a diverse pool of FSS Applicants, the following guidelines are administered:

• FSS Program Information and Interest Survey Forms are distributed throughout all of the HABD Departments, Public Housing Communities, and Section 8 Offices.

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<td>Flyer Presentation</td>
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<td>Interims / Recertification</td>
<td>HABD Staff</td>
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PARTICIPANT PROCESS

For all case management functions, such as initial interviews, home visits, etc., the HABD HCV and Public Housing Self Sufficiency Coordinator will perform one-on-one assessments and referrals, and bi-monthly contact. The HCV FSS Coordinator is responsible for the case management of HCV FSS participants, reporting functions and the overall coordination of the FSS Program. The Public Housing FSS Coordinator is responsible for the case management of public housing FSS participants.

The PCC acts as an advisory board and assists the FSS Program in addressing supportive services from local community agencies. This committee will submit a report of services that they might be able to provide.

After the prospective participant has been interviewed by the FSS Coordinator and accepted as a participant, the FSS Coordinator will work directly with him or her in preparing the Contract of Participation. This contract will specifically identify education, career and family goals and set forth a timetable for achieving these goals within the 5-year period.

MOTIVATION

One of the most important components of the FSS Program is the motivation each participant demonstrates in order to complete the terms of the Contract of Participation. Therefore, all participants will be interviewed prior to being accepted into the program.

Attendance at an orientation session is required for all FSS participants initially to determine job history or performance, credit rating, marital status, number of children, skills or development disabilities. Unless alternative arrangements have been made in advance, attendance at the orientation session will be mandatory. Applicants failing to attend the orientation session or make alternative arrangements will be ineligible for participation in the FSS Program until completion of the next available session. Reasonable accommodations will be made for families with manual sensory speech/hearing impairments and mental or developmental disabilities.

The HABD does not discriminate against applicants because of their race, gender, age, sexual orientation, religion, or performance, marital status, number of children, skills or developmental disabilities. Reasonable accommodations will be made for families with manual sensory speech/hearing impairments and mental or developmental disabilities. The HABD will make available and utilize common areas in public housing and services that may be needed for the FSS participants.

CONTRACT OF PARTICIPATION
After the application and interview process are complete, the participating family’s head of household will be required to sign a Contract of Participation. The Contract of Participation sets forth the terms and conditions for participation in the Family Self-Sufficiency Program. It also includes the rights and responsibilities of the FSS family and the HABD. All services and activities to be completed by the family and the name of each adult member participating in the program are also included in the Contract of Participation.

INTERIM GOALS

The Individual Training and Services Plan (ITSP) in the FSS Contract of Participation outline the specific beginning and final goals in which the participating family must complete. The FSS Coordinator monitors the progress of the participant in becoming self-sufficient through monthly contact via office, telephone, email, or home visits.

EMPLOYMENT OBLIGATION

The head of the FSS family is required under the FSS Contract of Participation to seek and maintain suitable employment during the contract period. Only the head of the household is required to adhere to this requirement. For the purposes of the HABD program, FSS Participants must be continuously employed for the last two (2) months prior to the last effective day of the COP or the day of graduation, whichever comes first. The HABD will require verification of this employment or enrollment.

All FSS participants receiving Temporary Assistance to Needy Families (TANF) must become independent of welfare assistance at least 12 months prior to the completion of the Contract of Participation. Also, no member of the household can have received TANF within the 12 months prior to the completion of the Contract of Participation. The Contract of Participation shall provide that one of the obligations of the FSS family will be to comply with the terms of the Public Housing Lease Agreement or Housing Choice Voucher family obligations.

SEEK EMPLOYMENT

The obligation of the FSS head of household is to seek and maintain employment. This means that he or she will actively seek employment opportunities and follow through on employment opportunities as outlined in the COP or ITS through the use of employment agencies and businesses within the local community.

DETERMINATION OF SUITABLE EMPLOYMENT

The FSS Coordinator will assess the FSS participant’s skills, education, and previous work experience (i.e. paid, volunteer, etc.) to assist them with their search for suitable employment. FSS Participants will be referred to the State of Alabama – Birmingham Career Center and temporary employment organizations to assist in addressing the participant’s employment needs.

CONSEQUENCES FOR NON-COMPLIANCE

Failure to comply with the terms of the FSS Contract of Participation may result in the following action:
• HABD may withhold providing supportive services to the participant.
• Termination of the family’s continued participation in the FSS Program.

**CONTRACT TERM**

The effective date of the Contract of Participation is the first day of the month following the date the contract was signed by the family and the FSS Coordinator. The expiration date is five years from the effective date of the contract. The FSS Participant may request an extension of the Contract of Participation. The request must be written and provided to the FSS Coordinator for HABD’s review. If the HABD decides to extend the term of the Contract of Participation, the original expiration dated listed on page one of the Contract of Participation must be crossed out and the new expiration added and initialed by the FSS Participant and appropriate staff person.

If a family moves under the Housing Choice Voucher Portability procedures and is going to participate in another housing agency’s FSS Program, the effective date of the contract between the family and the receiving housing agency is the first day of the month following the date the Contract of Participation was signed by the family and the Housing Authority’s representative. The expiration date of the Contract of Participation between the receiving housing agency and the family must be the same as the expiration date of the Contract of Participation between HABD and the family.

**CONTRACT OF PARTICIPATION EXTENSION**

The HABD may, in writing, extend the term of the Contract of Participation not to exceed two (2) years for any FSS family who requests in writing an extension of the contract for a “good cause.” The family must specifically state and give a description of the need for the extension.

“Good Cause” means circumstances beyond the control of the FSS family. “Good Cause” may be a serious illness, involuntary loss of employment, or other causes of this nature. Extension of the Contract of Participation will entitle the FSS family to continue to have amounts credited to the FSS Escrow Account.

**GOOD CAUSE**

Good cause is defined as those reasons which are acceptable as reasons for non-compliance including the refusal to accept employment. The duration of the problem and the number of recurrences, as outlined in the preceding corrective standards should be evaluated in determining appropriate action. Reasons constituting good cause are as follows:

• **Short-term illness of head of household/other**
  This includes illness of the contracted resident or other family member requiring the presence of the contracted resident. If the duration of the illness is more than thirty (30) days, a review will be conducted to determine if the existing Contract of Participation should be terminated, with the possibility of later reinstatement.

• **Inadequate/unavailable childcare**
If the problem is long-term or frequent, the HABD may recommend alternative childcare options through the local child care management agency.

• **Supportive services problems**
  This includes a breakdown for disruption in established support services, other than child care or transportation with no ready access to alternative services.

• **Conflicting demands**
  This includes individuals who miss appointments or fail to attend an activity because of job interviews, court appearance, or employment during the time the activity occurs. It also includes individuals for who participation as an activity would result in loss of job.

• **Personal or family crisis**
  This includes any kind of crisis or household emergency that interferes with participation, such as death of a family member, or other justifiable circumstances.

### GRIEVANCES

Any participant of the FSS Program may protest a decision especially when adverse action is taken by the PHA against a family, the PHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the housing choice voucher program [24 CFR 966 subpart B, 24 CFR 982.554]. According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom the PHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

The HABD's FSS program grievance and informal hearing procedures will be the same as the grievance and hearing procedures adopted for the public housing and housing choice voucher programs in the PHA’s admissions and continued occupancy policy and administrative plan.

Adverse actions taken within the FSS program include:
• Denial of admission into the FSS program
• Denial of request for supportive services
• Denial of request to change the ITSP
• Denial of request to change the head of household
• Denial of request for interim disbursement of the escrow account
• Denial of request to complete the COP
• Denial of a request for extension to the FSS COP
• Denial of request for final distribution of the escrow account or any portion thereof
• Withholding of support services
• Termination of the FSS COP
• Withholding of HCV rental assistance, when the PHA operates an HCV FSS program
• Termination of HCV rental assistance, when the PHA operates an HCV FSS program

### MODIFICATIONS
The HABD and the FSS family must mutually agree to modify the Contract of Participation. It must be modified in writing with respect to the individual's training and supportive service plan, the FSS Contract of Participation, and the head of the family. The family's written request for an extension must include a description of the need for the extension. Request for COP extension must be received by 30 days prior to the expiration of the contract. Request for ITSP modification must be received a minimum of 30 days prior to the expiration of the contract. The request for contract term extensions and/or modifications must be approved by the Executive Director, Deputy Director, or Director of Resident Services.

**TERMINATION OF THE FSS CONTRACT OF PARTICIPATION**

HABD may terminate the Contract of Participation for the following reasons:

- Mutual consent of the parties.
- The family has not fulfilled its responsibilities under the contract.
- The family withdraws from the FSS Program.
- An act occurs that is inconsistent with the purpose of the FSS Program.
- HABD is permitted in accordance with HUD requirements.

HABD will declare the Contract of Participation null and void if the resources and services necessary to complete the contract are not available. HABD will give a notice of termination or nullification to the head of the family. The notice must state the reason(s) for the HABD’s decision to terminate or nullify the Contract of Participation.

If the Contract of Participation is terminated or declared null and void, the family has no right to receive funds from the family’s FSS Escrow Account. HABD will close the family’s FSS Escrow Account and will use the funds for purposes in accordance with HUD requirements.

If the family is participating in the HCV Program, the HABD will terminate the Contract of Participation if the family moves outside the HABD’s jurisdiction under HCV Portability procedures and enters the FSS program of another housing agency. If the family is participating in the HCV Program, the Contract of Participation is automatically terminated if the family’s HCV assistance is terminated in accordance with HUD requirements.

**NON-COMPLIANCE**

Each participant is expected to maintain compliance with the Contract of Participation and to consistently progress toward their stated goals. Non-compliance is defined as the participant’s refusal or neglect to consistently progress toward his/her stated goals or the refusal or neglect to accept employment.

**COUNSELING AND CORRECTIVE ACTION STANDARDS**

In the event it is determined by the HABD that the FSS Participant is not in compliance with the Contract of Participation and/or has refused or neglected to consistently progress toward his/her stated goals, the FSS participant will be given the opportunity to discuss the charge of non-compliance in an informal conference, and to explain the reasons for his/her actions. If it is found that the reason for non-compliance is for good cause, a record will be made of the facts and circumstances surrounding the non-compliance. The FSS
Participant will be counseled regarding the situation and will be issued a Counseling Statement which indicates that participation may continue provided the participant modifies his/her conduct to maintain full participation. If the participant continues and fails to modify his/her conduct to meet compliance requirements, the participant will be subject to corrective action.

If it is found that the reasons for non-compliance are not for good cause or that the FSS Participant has failed to modify non-compliance conduct after opportunity to do so, the HABD will take the following corrective action measures:

- Within ten (10) days of determining that the FSS Participant’s reasons for non-compliance are not for good cause or that the participant has failed or neglected to modify his/her conduct after issuance of the Counseling Statement, the HABD will give a verbal warning to the FSS Participant and he or she may be terminated for non-compliance. A Notice of Non-compliance will also be issued to the participant which will include the following information:
  - Description of the act(s) of non-compliance.
  - Actions the participant must take to resume compliance.
  - Reasons which constitute good cause for non-compliance.

A statement of the participant’s right to explain the reasons for non-compliance.

- Consequences of non-compliance if good cause is not shown by the participant.
- The method of response required and the date by which it is to be reserved.
- The FSS Participant’s rights to request a change in the contract and/or meet with a HABD supervisor or other HABD representative.
- The FSS Participant’s right to use the grievance procedures
- A statement that the participant’s immediate and continued consistent compliance will end corrective action.
- The participant must respond to the letter of non-compliance within ten (10) days of receipt of the notice. If the participant responds and it is determined that the reason(s) for non-compliance are for good cause, the stated reason(s) will be documented in their FSS file.

- In the event the participant fails to respond to the letter of non-compliance within the stated time, a letter of termination will be mailed with a copy of the appeal process enclosed. The participant will have ten (10) days to respond in writing and the response must be submitted in writing to the Director of Resident Services.

- Failure to respond to the letter of termination within ten (10) days of receipt of this document: The FSS Coordinator and/or the Public Housing FSS Coordinator will submit the FSS Participant’s name and record of participation to the Director of Resident Services for the stated action.

- As a result of termination, the following action will be taken:
  a. All money in the Escrow Account is forfeited.
  b. The family will be removed from the FSS Program.
  c. The individual terminated will not be eligible to apply for participation for a period of
one year following termination. Upon successful completion of the one-year period, the family is eligible for reenrollment and starting the program.

THE FSS FAMILY ESCROW ACCOUNT

The HABD shall maintain all FSS Family Escrow Account in accordance with HUD regulations as outlined in the Code of Federal Regulations, Section 984.305 for recording program accounts.

During the term of the Contract of Participation, the HABD should credit periodically, but not less than annually, to each family’s escrow account.

The HABD will issue an annual report (statement) to each FSS participant on the status of their escrow account. The report (statement) will list the beginning balance of their escrow account at the beginning of the reporting period, escrow amounts earned during the year, any deductions to the account, interest earned during the year, and the balance of the FSS escrow account at the end of the reporting period.

Any investment income for funds in the FSS Escrow will be prorated and credited to each family’s account at the end of the period of which the investment income is credited.

- If the FSS family has not paid the family’s contribution towards rent, or other amounts, if any due, under the Public Housing Lease Agreement or Housing Choice Voucher family obligations, the balance in the account should be reduced by that amount before prorating the interest income.
- Failure to pay rent at the due date specified on the Public Housing Lease Agreement, will forfeit an Escrow Credit for the month.

COMPLETION OF THE CONTRACT OF PARTICIPATION

The Contract of Participation is considered to be complete when one of the following occurs:

- The FSS family has fulfilled all of its obligations under the Contract of Participation on or before the expiration of the term, including any extension thereof, or
- Thirty (30) percent of the monthly adjusted income of the FSS family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSS family qualifies based on the PHA’s occupancy standards. The Contract of Participation will be considered complete and the family’s participation in the FSS program concluded on this basis even though the contract term, including any extension thereof, has not expired, and the family members who have individual training and service plans have not completed all the activities set forth in their plans.

DISBURSEMENT OF THE FSS ESCROW ACCOUNT

If the HABD determines that the FSS family has fulfilled its obligations under the Contract of Participation before the expiration of the contract term, and the head of household submits a certification that to the best of
his or her knowledge and belief no family member is a recipient of TANF, the amount in the FSS Escrow account for that family in excess of any amount owed to the HABD shall be paid to the head of the FSS family.

If the HABD determines the FSS family has fulfilled certain interim goals established in the Contract of Participation and needs a portion of the escrow account funds for purposes consistent with the Contract of Participation, such as completion of education, job training, or to meet start-up expenses necessary in creation of a small business, the HABD at its sole option may disburse a portion of the funds from the family’s escrow account to assist them in order to meet such expenses.

The following guidelines have been established to ensure proper disbursements:

- Make a request for an Interim withdrawal from the FSS Escrow Account by contacting the HCV or PHFSS Coordinator.
- Only one (1) request per year and not to exceed 50% of the total balance in the FSS Escrow Account.
- Request for funds must be directly related to the goals of the family, as stated in the FSS Contract of Participation.
- The participant must provide documented proof to support the request before funds can be approved for disbursement. The documented proof should be submitted to the FSS Coordinator at the time of the participant’s request. HABD may request the participant to provide more than one quote / estimate as documented proof to support the request for disbursement.
- The participant must submit purchase receipts evidencing disbursement funds were correctly applied to the vendor within 30 days of receiving the funds.
- Approval for funds from the FSS Escrow Account will be based solely on the discretion of the Housing Authority of the Birmingham District.

**VERIFICATION OF FAMILY CERTIFICATION**

Before final disbursement of the FSS Escrow funds to the family, the HABD may verify that the FSS family is no longer a recipient of TANF, by requesting copies of any documents which may indicate whether the family is receiving any TANF, and/or contact the Jefferson County Department of Human Resources.

**REPORTING**

The HABD will submit a report to HUD regarding the FSS Program as required by the HUD Code of Federal Regulations (Title 24, Section 984.401). The report will include the following information:

- A description of the activities carried out under the program.
• A description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency.
• A description of the effectiveness of the program in the coordination of resources within the local community to assist families to achieve economic independence and self-sufficiency.
• Any recommendations by the HABD on the appropriate local PC for legislative or administrative action that would improve the FSS program and ensure the effectiveness.
• An annual report is due to HUD on or before June 30th each year.

FAMILY SELF-SUFFICIENCY DONATIONS ACCOUNT

The Family Self-Sufficiency (FSS) Program is designed to assist HABD participants in becoming economically independent. However, from time to time, many families face situations where they may need financial support to help them in an emergency. The Family Self-Sufficiency Donations Account has been established to assist participants who may encounter unforeseen emergencies such as car repairs, transportation assistance (bus passes) and childcare assistance. The Family Self-Sufficiency Program is supported by the Annual George A. Pegues Memorial FSS Golf Tournament. Funding to cover the individual needs of the program is an important component of the program.

The following guidelines have been established to ensure the continuation of funds available from this account:

• Submission of FSS Donations Account Application
• Only one (1) request per year and not to exceed $200.00
• Request for funds must be directly related to the goals of the family, as stated in the FSS Contract of Participation or unforeseen circumstances.
• The participant must make repayment of 50% of the funds disbursed within 6 months of receipt.
• Repayment must be with a money order.
• Original invoices for the usage of the funds must be submitted to the FSS Coordinator and/or the Public Housing FSS Coordinator at the time of request.
• Approval for funds is based on the sole discretion of HABD and availability of funds. Requests for fund approval must be reviewed and approved by the Executive Director (or designee).
• FSS Donations Account Applications are available from the FSS Coordinator.

Failure to re-pay the 50% of funds borrowed will result in denial of future requests for assistance.

FAILURE TO REPAY FSS DONATION BALANCE

The following actions should occur in the result an FSS Participant fails to meet the repayment agreement for the FSS Donations Account:

Notification of Past Due Balance

The participant will be notified in writing within 10 days after the loan repayment due date. The letter will include the loan amount due and the due date. The participant will not be eligible for another FSS Donations Account loan until repayment of the delinquent loan has been satisfied. Funds not repaid after 6 (6) six months will be deducted from the Escrow Account and may result in denial of future requests for assistance.
assistance.

**Interim Disbursement**

If the participant has an FSS Escrow balance and has submitted a request for an Interim FSS Escrow Disbursement, the participant will have to repay the delinquent loan amount due before their request is approved.

A participant can opt for payment to be deducted from their Interim FSS Escrow Interim Withdrawal as long as the total withdrawal amount is no more than 50% of the participant total escrow balance.

**Final FSS Escrow Disbursement**

Upon completion of the FSS Contract of Participation, if the participant owes money to the FSS Donations Account, the amount owed will be deducted from the participant’s final escrow disbursement to satisfy the debt.

If the participant moves from his/her unit or is evicted before repayment of the loan balance, the assigned FSS Coordinator will place a memo on that residents account in Visual Homes as an alert that the resident owes money the HA.

**DEFINITIONS**

**DEFINITIONS [24 CFR 984.103]**

The terms 1937 Act, fair market rent, HUD, low-income family, public housing, public housing agency (PHA), secretary, and Section 8, as used in this document are defined in the 24 CFR Part 5.

The term very low-income family is defined in 24 CFR 813.102 and 24 CFR 913.102.

The terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

**Contract of participation (COP)** means a contract in a form approved by HUD, entered into between a participating family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered into between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303. 12

**Contract Enrollment** means the date that the FSS family entered into the contract of participation with the PHA

**Contract Expiration** means the last day on the month ending the contract of participation with the PHA

**Earned Income** means income or earnings included in annual income from wages, tips, salaries, other
employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

**Effective date of contract of participation** means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

**Eligible families** for the public housing FSS program means current residents of public housing, and for the housing choice voucher FSS program, means current housing choice voucher program participants. Eligible families also include current residents of public housing and participants in the housing choice voucher program who are participants in other local self-sufficiency programs.

**Family self-sufficiency program or FSS program** means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

**FSS Donations Account** is a bank account that the PHA has established to assist participants who may encounter unforeseen emergencies such as car repairs, transportation assistance (bus passes) and childcare assistance.

**FSS escrow account** means the FSS escrow account authorized by section 23 of the 1937 Act.

**FSS escrow credit** means the amount credited by the PHA to the participating family’s FSS account.

**FSS family or participating family** means a family that resides in public housing or receives assistance under the rental voucher programs that elects to participate in the FSS program and whose designated head of the family has signed the contract of participation.

**FSS-related service program** means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of supportive services.

**FSS slots** refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA’s respective public housing FSS program or HCV FSS program.

**Head of FSS family** means the adult member of the FSS family who is the head of the household for purposes of determining income eligibility and rent.

**Individual training and services plan (ITSP)** means a written plan that is prepared for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, by the PHA in consultation with the family member, and which sets forth the supportive services to be provided to the family member, the activities to be completed by that family member, and the agreed upon completion dates for the services and activities. Each ITSP must be signed by the PHA and the participating family member, and is attached to and incorporated as part of the contract of participation. An ITSP must be prepared for the head of the FSS family.
Participating family is defined as FSS family in this section.

Program coordinating committee (PCC) means the committee described in 24 CFR 984.202. Public housing means housing assisted under the 1937 Act, excluding housing assisted under Section 8 of the 1937 Act.

Self-sufficiency means that an FSS family is no longer receiving Section 8, public, or Indian housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance. Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

Supportive services mean those appropriate services that a PHA will make available or cause to be made available to an FSS family under a contract of participation. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual’s rights under the Fair Housing Act) and money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Unit size or size of unit refers to the number of bedrooms in a dwelling unit.

Welfare assistance means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to meet a family’s ongoing basic needs.
ATTACHMENT F: SAFETY & CRIME PREVENTION PROGRAMS

I. Community Safety Partners Agreement
Whereas the Housing Authority of the Birmingham District (HABD) seeks to provide decent, safe and sanitary housing options for its residents, and whereas safety on its public housing sites is a priority of the HABD, a Memorandum of Understanding (MOU) was signed with the Birmingham Police Department (BPD) a to provide above-baseline police, patrol, and security services for each traditional public housing community in the HABD's portfolio. Executed October 2019, this agreement with the Birmingham Police Department allows HABD to employ Community Safety Partners (BDP officers) to provide such services. BPD CSP Agreement community policing and crime enforcement efforts on all HABD properties, 24/7 patrols. Adding 14 additional officers.

Duties of these CSPs are as follows:

II. Future Public Safety & Crime Prevention Goals
HABD will plan over the next 5 years to implement new security programs and security equipment in common areas across HABD’s public housing stock. Below is a listing of security equipment HABD plans to install onsite and specific locations security equipment.

Safe Passage - to assist school aged children safe passage to and from school and home.
Safe Place - Location for children to go to at public housing sites in case of stranger danger, bullying, or lost. Symbol will be a lit green candle.
Block Watch, Neighborhood Watch Program - Allows citizens the opportunity to assist public safety and law enforcement in the community policing and protection of their perspective communities.
Domestic Violence Prevention Classes - education for victims and families impacted by domestic violence. Also, for community.

Community Safe Watch Program
HABD is committed to enhancing the quality of life of its residents by integrating the best practices of safety and security with technology. The safety of HABD residents and employees is of paramount importance. A critical component of HABD’s comprehensive safety plan is the implementation of an exterior surveillance camera system. HABD is proposing to installed an exterior surveillance camera system in the public areas of Marks Village, Morton Simpson Village, Tom Brown Village and Farrington Apartments in an effort to deter crime and assist in protecting the safety of HABD communities.

HABD has worked with Alabama Power Company, HABD property management, residents and Birmingham Police Department (BPD) to develop a detailed camera surveillance plan for each community listed above.

II. Security Equipment
• For Housing Communities w/playgrounds; Speed bumps to reduce speed. Signs which read “Children Playing Drive Slow”.
• Security Attendance at Collegeville and N. Birmingham (Adding a midnight shift)
• Security equipment for all Community Centers.
• Entry Control Packages: Cameras, Monitors, and Electric Door Release Buttons.
• Panic Buttons for all Community Centers and management offices.
• Walk Through Metal Detectors.
• Camera Systems and License Plate Readers. Camera System Name: “Community Safe Watch”

**Quantity of Security Equipment:**

Walk through Metal detectors: 13
Hand held wands: 14
Duress Buttons: 6
Cameras: 10
Panic Buttons: 14
Door Release: 12
Monitors: 11
Push Button: 8
Bullet Proof Glass in waiting area: 1

**Location of Proposed Security Equipment**

1. **Elyton Village:**
   Management - Duress button
   Community Center- Walk through Metal detectors, panic button, monitor, door release, cameras, and hand wand.

2. **Southtown Court:**
   Management- Walk through Metal detectors, Hand Wand, Panic Button.
   Community Center- Panic button.

3. **Marks Village:**
   Management- Needs a camera that is 360 with sound, she has a camera now but does not have access to it, Door release, Panic Alarm, and monitor.
   Community Center: Hand wand, panic button.

4. **Smithfield Court:**
   Management - Walk through Metal Detectors, Hand wands, Duress button.
   Community Center: Walk through Metal Detector, Hand Wand, and Duress Button.
   Gym: Walk through Metal Detectors, hand wand, Duress button.

5. **Morton Simpson:**
   Management – Hand ward, Panic button
   Community Center – Walk through Metal detectors, hand wand, door release, and panic button.

6. **Collegeville Center:**
   Management – Panic button
   Community Center – Panic Button, Walk through Metal Detectors, hand wand, Push Button.

7. **N. Birmingham Homes:**
   Management – Walk through Metal Detectors, Camera, Door Release, Hand Wand, Push Button, and Monitor
(Whole package).
Community Center – Walk through Metal Detectors, Camera, Door Release, Hand Wand, Push Button and Monitor (Whole package).

8. **Cooper Green Homes:**
Management – Walk through Metal Detector, Camera, Door Release, Hand Wand, Push Button, Monitor, and bullet proof glass in waiting area (Whole package).
Community Center – Walk through Metal Detector, Camera, Door Release, Hand Wand, Push Button, duress button, and Monitor (Whole Package)

9. **Kimbrough Homes:**
Management- Panic Button.
Community Center – Walk through Metal Detectors, Camera, Door Release, Hand Wand, Push Button, duress button, and Monitor (Whole Package).

10. **Freedom Manor:**
Management: Walk through Metal Detectors, Camera, Door Release, Hand Wand, Push Button, and Monitor, and duress button (Whole Package).
Community Center – Walk through Metal Detectors, Camera, Door Release, Hand Wand, Push Button, Duress button, and Monitor (Whole Package).

11. **Benjamin Green Village/Roosevelt City:**
Management – Panic Button.
Community Center – Panic Button, Camera, Door Release, Hold up Alarm, Monitor.
ATTACHMENT H: SUBSANTIAL DEVIATION

An exception to this definition will be made for any of the above that are adopted to reflect changes in HUD regulatory requirements; such changes will not be considered significant amendments. Additionally, as part of the Rental Assistance Development (RAD), HABD is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- The decision to convert to either Project Based Rental Assistance (PBV) or Project Based Voucher Assistance (PBRA);
- Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- Changes to the construction and rehabilitation plan for each approved RAD construction
- Changes to the financing structure for each approved RAD conversion
ATTACHMENT H: SIGNIFICANT AMENDMENT/MODIFICATION

As mandated by the U.S. Department of Housing and Urban Development, a public housing authority must define a substantial change to the Agency Plan. If a proposed change to the Agency Plan is considered a “substantial change,” it must undergo a public process that includes: consultation with the Resident Advisory Board, a public comment period, public notification of where and how the proposed change can be reviewed and approved by the Housing Authority Boards of Commissioners. Therefore, HABD defines significant changes to the Agency Plan to be:

- Significant changes to tenant/resident admissions policies;
- Significant changes to the tenant/resident screening policy;
- Significant changes to public housing rent policies;
- Significant changes to the organization of the public housing or HCV waiting lists;
- Significant Changes in the use of replacement reserve funds under the Capital Fund Grant;
- Non de-minims changes to the identification of public housing units and/or property that will be subject to demolition, disposition, designation, or conversion activities.
B.2 NEW ACTIVITIES
ATTACHMENT I: HOPE VI OF CHOICE NEIGHBORHOODS

The Housing Authority of the Birmingham District (HABD) may apply for a Choice Neighborhood Planning or Implementation as the grants become available.

Proposed Choice Neighborhoods sites:

Elyton Village AMP AL001000001
Southtown AMP AL001000004
Marks Village AMP AL001000006
Smithfield Court AMP AL01000009
Tom Brown AMP AL01000010
Morton Simpson AMP AL000011
Collegeville Court AMP AL01000013
North Birmingham AMP AL01000016
Kimbrough Homes AMP AL01000018
Benjamin Greene/Roosevelt City AMP AL01000023

ATTACHMENT J - MIXED FINANCE MODERNIZATION OR DEVELOPMENT

Ongoing Redevelopment & Modernization Efforts

During the proposed plan year HABD will continue with the implementation of redevelopment efforts at the following developments:

Villas at Titusville Phase III - The construction of the final of the final Phase of 64 units is currently ongoing and expected to be completed by early 2021.

Southtown Court Redevelopment - Planning activities for the redevelopment of South Court are ongoing. HABD will will

Farrington Apartments – The 104-unit existing apartment complex is currently under construction with construction completing in Summer 2020.

Tom Brown Village - The 1st Phase of redevelopment at Tom Brown is underway with the transfer of assistance from 22 units at Tom Brown to Farrington Apartments which will take place in Summer 2020. The 22 units at Tom Brown will be remove from public housing program in an effort to make room for future onsite development.

Kimbrough Homes - The modernization of mechanical equipment throughout all housing units within Kimbrough Homes is currently ongoing. The project involves a conversion from existing ducted furnaces in the existing buildings to Mitsubishi Ductless Mini-split Heating & Cooling Systems. The work is expected to be
completed in Fall of 2021.

**Morton Simpson Village** - The cyclical painting program is continuing at Morton Simpson. Work will begin in 2019 to relocate existing plumbing above kitchen appliances.

**New Modernization & Development Activities**
New activities for 2019 will include the redevelopment or modernization at the following developments:

**Modernization Activities**

**Marks Village Window Replacement & Exterior Façade Improvements** – As an initial Phase of development HABD is planning to preserve the remaining 296 units Marks Village by installing new windows and building exterior improvements.

**Elyton Village Roof Replacement** – HABD is planning to replace roofing systems on 46 buildings in the unrenovated portion of the Elyton Village Development.

**Elyton Village HVAC Renovations** – During the 2020 Fiscal Year Phase 1-3 of Elyton Village will undergo mechanical renovations to relocate HVAC to building exterior in an effort to make systems more efficient.

**Roosevelt City Roofing & Exterior Siding Replacement** - Exterior improvements including exterior siding replacement and roofing system upgrades are planned for program year 2020 at Roosevelt City.

**Loveman Village Daycare Renovation** – HABD has partnered with Birmingham City Schools, and Navigate Affordable Housing to perform a renovation of the existing Loveman Village daycare. Work is expected to be in late 2020.

**Mixed Finance Development**

**RAD Redevelopment Strategy** - In late 2019 HABD released an RFP for RAD Developer Partners for the following RAD Tom Brown Village, North Birmingham Homes, Collegeville Center, Marks Village and Morton Simpson. HABD will seek to select a Developer Partner(s) to assist in the redevelopment of one or more of HABD’s proposed RAD sites. Given the very recent expansion of the RAD program; HABD will also consider the inclusion of all of its public housing communities should viable development opportunities arise.

**Increase Affordable Housing** - HABD will explore to create additional housing either via mixed finance, Project-Based Vouchers, Low-Income Housing Tax Credits, bonds, or other financing options to create family housing and/or senior housing. There is a great need for additional affordable housing in the City of Birmingham. In addition, due to the large elderly population, additional senior housing is also needed. HABD will also explore off-site acquisition and Project Based Voucher opportunities in the upcoming year to replace units lost due to the future demolition at Southtown Court.

**Central Office Redevelopment** - In 2020 HABD will began planning activities to redevelop its central office location at 1826 3rd Avenue South. The proposed mixed use/ mixed finance development will consist of retail space, commercial office space and at least 70 multi-family units.

**City of Birmingham Partnership** - HABD will partner with the City of Birmingham to develop affordable housing communities by identifying existing property or vacant land readily available for acquisition and redevelopment.

**Homeownership Development** - In an effort to increase the supply of affordable housing, HABD is planning
to construct new and rehab existing homes. HABD work to accomplish the following to increase homeownership option for public housing and HCV residents:

HABD will partner with non-profit and for-profit organizations to development for purchase and lease purchase communities.
HABD will utilize realtors under contract to identify existing single family dwellings for rehab.
HABD may establish an Acquisition Infill program to build infill housing to stabilize key neighborhoods, especially in low impact areas, to aid in the de-concentration of poverty.

**Force Account** - HABD will utilize the most recent annual UPCS inspection to evaluate and assign condition status to each unit's for interior tasks and assign Force Account Labor (FAL) crew renovation tasks. Configuration of crew will vary depending on volume and complexity of all task identified to correct non-industry standard deficiencies.

HABD will utilize the most recent annual UPCS inspection to evaluate and assign condition status to each building for exterior tasks and FAL crew renovation tasks. Configuration of crew will vary depending on volume and complexity of all task identified to correct non-industry standard deficiencies.

The timeframes for completion based on the nature and scope of work and related labor skills involved.

For this purpose, HABD will grade the "nature" conditions of unit's completion time frame to be the following: GOOD; FAIR; POOR; VERY POOR.

Time to start date of work order being generated and ends once work order is closed.
• Good occupied 3 to 5 days with start date to be no later than 72 hour of work order generation date.
• Good unoccupied 3 days with start date to be no later than one week from vacant date.
• Fair occupied 6 to 14 days with start date to be no later than 72 hours from work order generation date.
• Fair unoccupied 6 to 8 days with start date to be no later than ten days from vacant date.
• Poor occupied 21 to 45 days; with start date to be no later than 30 days from vacant date._HABD may request unit to be temporarily placed in offline MOD status and relocation for this unit's resident._
• Very Poor unoccupied 60 to 180 days; with start date to be no later than 60 days from vacant date, _unit will be requested to be temporarily placed in offline MOD status._

_It's not possible at this time to provide any hard date. HABD is still in the process of establishing the necessary resources and manpower to handle a project of this complexity._

All time frames are continuous on available resources and manpower. No units will be in MOD status during this Force Account Renovation of Industry Standard Improvements not to exceed 365 days.

Renovation work needed will consist of reestablishing wall sections, refinishing drywall, refurbishing cabinet assembly, and/or replacing of items listed, but not limited to. Below are many of the items to be addressed during the time the FAL crew will have unit and or building scheduled for renovation work.

• Building Exterior- Walls Cracks/Gaps Easily distinguishable repair
• Building Exterior
Walls Missing Pieces/Holes/Spalling Non-industry standard repair

• Building Exterior
Electrical Hazards Exposed Wires/Open Panels Meter base hole covered sheet metal screws thru wiring cavity NIS repair

• Dwelling Unit
Bathroom Shower/tub-Damaged/Missing Bathroom Shower surround (wall) is damaged

• Dwelling Unit
Bathroom counter top, sink faucet and vanity cabinet

• Dwelling Unit
Kitchen counter tops, sinks, faucets and cabinet

• Dwelling Unit
Doors Damaged Surface Holes/Paint/Rusting/Glass Front entry Easily distinguishable repair (NIS) sheet metal over mail slot

• Dwelling Unit
Ceiling Holes/Missing Tiles/panels/Cracks Upstairs hallway Easily distinguishable repair (NIS)

• Dwelling Unit
Walls Damaged Living Room Easily distinguishable repair (NIS)

• Dwelling Unit
Electrical Hazards Exposed Wires/Open Panels Main Panel Caulking used to fill

• Dwelling Unit
Bathroom Water Closet/Toilet Damaged/Clogged/Missing Toilet base loose at floor

• Dwelling Unit
Water Heater Pressure Relief Valve 3-NHS Water heater TPR extension (blow-off pipe) is missing, Water Heater Misaligned Chimney/Ventilation System
  • Smoke Detector - Missing/Inoperable Smoke detector is missing
  • Outlets/Switches - Missing/Broken Cover Plates Broken/Busted switch cover
  • Electrical System - GFI Inoperable
  • Windows Inoperable/Not Lockable - Window lock is missing

• Doors Damaged Hardware/Locks Door does not latch properly
• Plumbing-Leaking Faucet/Pipes
• Kitchens, bathroom and laundry hook up area
• Electrical Hazards Exposed Wires/Open Panels - Gap of 1/4 inch noted at outlet

• Floors Floor Covering Damage - Large amount of floor covering damaged
• Stairs Broken/Missing Hand Railing
• Loose, damaged and completely missing handrail

This list is not to be considered all inclusive. As deficiencies are found they will be corrected.
ATTACHMENT K – DEMOLITION & DISPOSITION - UNITS ATTACHED

The 2019 annual plan outlined various proposed demolition activities that will continue during the 2020 annual plan cycle. New activities will include demolition/ disposition of up to 455 units at Southtown Court to prepare for redevelopment. HABD received board approval in early 2020 and demolition is schedule to commence in fall of 2020. HABD may also consider demolition and/or disposition activities at each of its public housing communities to assure the safety of its residents to include Kimbrough Homes, Elyton Village, Charles P. Marks Village, Tom Brown Village, Harris Homes, Cooper Green, Roosevelt City, Benjamin Greene Village, Collegeville Center, North Birmingham Homes, Morton Simpson, Smithfield Court, and Southtown Court.
Units Proposed for Demolition & Disposition

Development: Marks Village AMP# AL001000006
Activity: Demolition
Application status: Approved in Summer 2019
Number of units affected: 204  Part of development will be affected: (See Attached)
Timeline for activity:
Actual or projected start date of activity: Late 2020  Projected end date of activity: March 2020

Development: Collegeville Center AMP# AL001000013
Activity: Demolition
Application status: Planned application
Number of units affected: 158  Part of development will be affected (see attached)
Timeline for activity: Application to be submitted in Spring of 2020
Actual or projected start date of activity: August 2021  Projected end date of activity: November 2021

Development: Southtown Court AMP# AL001000016
Activity: Demolition / Disposition
Application status: Application approved in February 2020
Date application to be submitted: August 2019
Number of units affected: 455  Entire development will be affected (see attached)
Timeline for activity:
Actual or projected start date of activity: November 2020  Projected end date of activity: January 2021

Development: Miscellaneous Structural Damaged Units
Elyton Village  AMP# AL001000001
Smithfield Court  AMP# AL001000009
North Birmingham Homes  AMP# AL001000016
Collegeville Center  AMP# AL001000013
Morton Simpson  AMP# AL001000011
Marks Village  AMP# AL001000006
Kimbrough Homes  AMP# AL001000018
Activity: Demolition
Application status: Planned application Date application to be submitted: September 2020
Number of units affected: 35  Part of development will be affected (see attached) Timeline for activity:
Actual or projected start date of activity: Early 2021  Projected end date of activity: Summer 2020
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04R 00372 2408 9TH COURT SOUTH BIRMINGHAM AL 35205 3
04R 00373 2410 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00374 2412 9TH COURT SOUTH BIRMINGHAM AL 35205 3
04R 00375 2414 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00376 2416 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00377 933 24TH STREET SOUTH BIRMINGHAM AL 35205 1
04R 00378 931 24TH STREET SOUTH BIRMINGHAM AL 35205 1
04R 00379 929 24TH STREET SOUTH BIRMINGHAM AL 35205 3
04R 00380 927 24TH STREET SOUTH BIRMINGHAM AL 35205 2
04R 00381 925 24TH STREET SOUTH BIRMINGHAM AL 35205 3
04R 00382 923 24TH STREET SOUTH BIRMINGHAM AL 35205 2
04R 00383 921 24TH STREET SOUTH BIRMINGHAM AL 35205 1
04R 00384 919 24TH STREET SOUTH BIRMINGHAM AL 35205 1
04R 00385 2441 9TH AVENUE SOUTH BIRMINGHAM AL 35205 1
04R 00386 2439 9TH AVENUE SOUTH BIRMINGHAM AL 35205 1
04R 00387 2437 9TH AVENUE SOUTH BIRMINGHAM AL 35205 2
04R 00388 2435 9TH AVENUE SOUTH BIRMINGHAM AL 35205 3
04R 00389 2433 9TH AVENUE SOUTH BIRMINGHAM AL 35205 2
04R 00390 2431 9TH AVENUE SOUTH BIRMINGHAM AL 35205 2
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04R 00393 2418 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00394 2420 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00395 2422 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00396 2424 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00397 2426 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00398 2428 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00399 2430 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00400 2432 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00401 2434 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00402 2436 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00403 2438 9TH COURT SOUTH BIRMINGHAM AL 35205 2
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04R 00405 2442 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00406 2444 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00407 2443 9TH AVENUE SOUTH BIRMINGHAM AL 35205 1
04R 00408 2445 9TH AVENUE SOUTH BIRMINGHAM AL 35205 1
04R 00409 2447 9TH AVENUE SOUTH BIRMINGHAM AL 35205 3
04R 00410 2449 9TH AVENUE SOUTH BIRMINGHAM AL 35205 2
04R 00411 2451 9TH AVENUE SOUTH BIRMINGHAM AL 35205 3
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| 04R  | 00419 | 2509 9TH AVENUE SOUTH | BIRMINGHAM | AL | 35205 | 3 |
| 04R  | 00420 | 2511 9TH AVENUE SOUTH | BIRMINGHAM | AL | 35205 | 2 |
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| 04R  | 00427 | 2508 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00428 | 2510 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00429 | 2512 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00430 | 2514 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00431 | 2516 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00432 | 2518 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00433 | 2520 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00434 | 2522 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00435 | 2524 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00436 | 2526 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
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| 04R  | 00438 | 2519 9TH AVENUE SOUTH | BIRMINGHAM | AL | 35205 | 1 |
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| 04R  | 00444 | 25319TH AVENUE SOUTH | BIRMINGHAM | AL | 35205 | 2 |
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| 04R  | 00450 | 2407 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 2 |
| 04R  | 00451 | 2409 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 3 |
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| 04R  | 00454 | 2415 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 1 |
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| 04R  | 00456 | 2419 9TH COURT SOUTH | BIRMINGHAM | AL | 35205 | 1 |
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04R 00478 2463 9TH COURT SOUTH BIRMINGHAM AL 35205 2
04R 00479 2465 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 00480 2467 9TH COURT SOUTH BIRMINGHAM AL 35205 1
04R 01000 RENTAL OFFICE BIRMINGHAM AL 35205 9
04R 02000 MAINTENANCE SHOP BIRMINGHAM AL 35205 9
04R 03000 WEE CARE (CDC) BIRMINGHAM AL 35205 9
04R 04000 PING (COMMUNITY) BIRMINGHAM AL 35205 9
04R 06000 TRUCK/LAWN MOWER BIRMINGHAM AL 35205 9
04R 07000 EXTERMINATING SHOP BIRMINGHAM AL 35205 9
04R 08000 METAL FABRICATION BIRMINGHAM AL 35205 9
04R 09000 GROUNDS BIRMINGHAM AL 35205 9
## STRUCTURAL DAMAGED UNITS – SITEWIDE

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<tr>
<th>UNIT #</th>
<th>ADDRESS</th>
<th>BDRM SIZE</th>
<th>35 STRUCTURAL UNITS</th>
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<td>62</td>
<td>337-3rd Street West</td>
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<tr>
<td>63</td>
<td>335-3rd Street West</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>333-3rd Street West</td>
<td>2</td>
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</tr>
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<td>331-3rd Street West</td>
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<td></td>
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<td>75</td>
<td>311-3rd Street west</td>
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<td>76</td>
<td>309-3rd street West</td>
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<tr>
<td>77</td>
<td>307-3rd Street west</td>
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<td>305-3rd Street West</td>
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<td>79</td>
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<td>7529 66th Courtway So</td>
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<td>225</td>
<td>7501 66th Street South</td>
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<td>226</td>
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<tr>
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<td>842 3rd Street North</td>
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<td>476</td>
<td>844 3rd Street North</td>
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<td>Morton Simpson</td>
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<tr>
<td>109</td>
<td>824-B 46th Place</td>
<td>3</td>
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<td></td>
<td>Street Address</td>
<td>Units</td>
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<td>110</td>
<td>824-A 46th Place</td>
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<td>111</td>
<td>4606 8th Court, N</td>
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<td>112</td>
<td>4604 8th Court, N</td>
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<td>119</td>
<td>4523-B 8th Terrace, N</td>
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<td>5 Units</td>
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**Collegeville**

<table>
<thead>
<tr>
<th></th>
<th>Street Address</th>
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<tr>
<td>160</td>
<td>3021 31st ave</td>
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<tr>
<td>175</td>
<td>3064 30th ave</td>
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</tr>
<tr>
<td>178</td>
<td>3070 30th av</td>
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**North Bham**

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<th>Street Address</th>
<th>Units</th>
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<td>46</td>
<td>3133 44th Ave. N.</td>
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<td>37</td>
<td>3151 44th Ave. N.</td>
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<td>257</td>
<td>3000 42nd Ave. N.</td>
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**Kimbrough Homes**

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<tbody>
<tr>
<td>203</td>
<td>2801-F Wilson Road</td>
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ATTACHMENT L: DESIGNATED HOUSING FOR ELDERLY AND/OR DISABLED FAMILIES

To date, the Freedom Manor community is the only HABD community that has a designation for the Elderly who are 62 and older. However, HABD has approximately 600 residents, or roughly 10% of its entire public housing portfolio, who are currently 62 or older which could benefit from the addition of more units designated for seniors. To accommodate HABD’s growing senior population up to 300 senior units are being planned for subsequent years as a part of the development of Southtown Court, Tom Brown Village, or other offsite locations. However, HABD will consider making designations for the elderly and or disabled populations at each of its public housing communities during the proposed plan year.
ATTACHMENT M: CONVERSION TO PROJECT BASED ASSISTANCE UNDER RAD

In 2019, HABD received CHAP awards for its Tom Brown Village, Collegeville Center, North Birmingham Homes, and Charles P. Marks Village communities. Each of the new applications propose a multi-phase conversion with transfer of assistance, demolition, disposition, new construction, and renovation components. Below, please find specific information related to the Public Housing Development(s) selected for RAD:
**Tom Brown Village**: Tom Brown Village (AL001000010) will be redeveloped in three (3) RAD phases. The initial phase will transfer assistance from 22 units to Farrington Apartments in Summer of 2020 to make way for redevelopment onsite at Tom Brown. At a later date, the 22 units will be demolished and disposed of as a part of subsequent redevelopment phases. The second phase of the redevelopment is proposed to be a 9% LIHTC execution to rebuild a mixed-used development consisting of 100 units that will be reconstructed under a long-term land lease onsite. The final phase will rehabilitate the remaining 150 units and is expected to be completed as a 4% LIHTC execution. At this juncture, it is expected that all 250 units will be replaced 1 for 1 through the three phases of redevelopment.

<table>
<thead>
<tr>
<th>Name of Public Housing Development</th>
<th>PIC Development ID</th>
<th>Conversion Type (i.e. PBV or PBRA)</th>
<th>Transfer of Assistance: Locations:</th>
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<td>Tom Brown Village</td>
<td>AL001000010</td>
<td>PBRA</td>
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<td>- Southtown</td>
</tr>
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<td>- Smithfield Court</td>
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<td>- Marks Village</td>
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<td>- Morton Simpson</td>
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<td></td>
<td></td>
<td>- Collegeville</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Harris Homes</td>
</tr>
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<td></td>
<td></td>
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<td>- North B’ham</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Cooper Green</td>
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<td>- Kimbrough</td>
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<td></td>
<td>- Ben</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>- Greene/Roosevelt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Villas at Titusville</td>
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<td></td>
<td></td>
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<td>- Sydney Drive</td>
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<td></td>
<td></td>
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<td>- Farrington Apt.</td>
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<td>Units Transferred - 22</td>
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<table>
<thead>
<tr>
<th>Total Units:</th>
<th>Pre-RAD Unit Type (i.e. Family, Senior, etc.)</th>
<th>Post-RAD Unit Type if different (i.e. Family, Senior, etc.)</th>
<th>Capital Fund Allocation of Development:</th>
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<tr>
<td>248</td>
<td>Family</td>
<td>Family and Senior</td>
<td>$7,631,577.10</td>
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<table>
<thead>
<tr>
<th>Bedroom Type:</th>
<th>Number of Units Pre-Conversion:</th>
<th>Number of Units Post-Conversion:</th>
<th>Change in Number of Units per Bedroom Type and Why?</th>
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<td>Studio Efficiency</td>
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<tr>
<td>One Bedroom</td>
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</tr>
<tr>
<td>Two Bedroom</td>
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<td>0</td>
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<tr>
<td>Three Bedroom</td>
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<td>Four Bedroom</td>
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<tr>
<td>Five Bedroom</td>
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<tr>
<td>Six Bedroom</td>
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</table>

Removal of 5-bedroom and increase of 2 & 3 bedroom to meet market demand.
| If performing a Transfer of Assistance | HABD will not be making any policy changes for the transfer of assistance. Possible Transfer of Assistance and/or Section 18. |
**Collegeville Center:** Collegeville Center (AL001000013) is an existing 394-unit public housing development. The site underwent remediation of contaminated soils through an EPA initiative. The initial phase will demolish and or dispose of 158 units that will address the existing non-remediated environmental issues (noise) and also aid in the de-concentration of the community. Those units are housed in buildings immediately adjacent to the rail lines, new bridge overpass, and contiguous industrial sites. The RAD program will be utilized in 2 phases with the first transferring a to be determine number of units to a newly constructed development at a potential offsite Project Based Voucher development. The final phase of development will rehabilitate the remaining 176 units onsite using a 4% Bond/LIHTC.

<table>
<thead>
<tr>
<th>Name of Public Housing Development:</th>
<th>PIC Development ID:</th>
<th>Conversion Type (i.e. PBV or PBRA)</th>
<th>Transfer of Assistance: Locations:</th>
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<td></td>
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<td>Southtown</td>
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<td>Smithfield</td>
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<td>Marks Village</td>
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<td></td>
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<td>Morton Simpson</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tom Brown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Harris Homes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>North Birmingham</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Cooper Green</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kimbrough</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ben Greene/Roosevelt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Villas at Titusville</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sydney Drive</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Farrington Apt</td>
</tr>
</tbody>
</table>

Units Transferred - 158

<table>
<thead>
<tr>
<th>Total Units:</th>
<th>Pre-RAD Unit Type (i.e Family, Senior, etc.)</th>
<th>Post-RAD Unit Type if different (i.e. Family, Senior, etc.)</th>
<th>Capital Fund Allocation of Development:</th>
</tr>
</thead>
<tbody>
<tr>
<td>394</td>
<td>Family</td>
<td>Family</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedroom Type:</th>
<th>Number of Units Pre-Conversion:</th>
<th>Number of Units Post-Conversion:</th>
<th>Change in Number of Units per Bedroom Type and Why?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>394</td>
<td>239</td>
<td>Deconcentration of units through Section 18 Demolition</td>
</tr>
<tr>
<td>Studio Efficiency</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>54</td>
<td>35</td>
<td>19</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>114</td>
<td>63</td>
<td>51</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>126</td>
<td>71</td>
<td>55</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>64</td>
<td>44</td>
<td>20</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>36</td>
<td>26</td>
<td>10</td>
</tr>
<tr>
<td>Six Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

If performing a Transfer of Assistance: HABD will not be making any policy changes for the transfer of assistance. Possible Transfer of Assistance and/or Section 18 in phases.
**North Birmingham Homes:** North Birmingham Homes (AL001000016) is an existing 285-unit public housing community located in the North Birmingham community. The site is in fair physical condition, but in a location that has widespread surrounding environmental factors. The RAD redevelopment strategy includes 2 phases of redevelopment with the first being a transfer of assistance of a to be determined number of units to a new Project Based Voucher Senior Housing Development proposed in the North Birmingham Community. The site is very conducive to new construction development and is immediate contiguous to the Uptown District, the new downtown Publix, and the proposed Carraway redevelopment. The second, and final phase of development will seek to secure 4% Bonds/LIHTCs to complete a rehabilitation at the current North Birmingham Homes site. It is important to note that the EPA has provided preliminary documentation stating that the site has been remediated of the historical environmental issues related to soils contamination making it conducive to redevelopment financing.

<table>
<thead>
<tr>
<th>Name of Public Housing Development</th>
<th>PIC Development ID:</th>
<th>Conversion Type (i.e. PBV or PBRA)</th>
<th>Transfer of Assistance: Locations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>North Birmingham Homes</td>
<td>AL001000016</td>
<td>PBRA</td>
<td>• Elyton</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Southtown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Smithfield</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Marks Village</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Morton Simpson</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Tom Brown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Harris Homes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Collegeville</td>
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<td></td>
<td></td>
<td></td>
<td>• Cooper Green</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Kimbrough</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Ben Greene/Roosevelt</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Villas at Titusville</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Sydney Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Farrington Apt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Units Transferred - TBD</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Units:</th>
<th>Pre-RAD Unit Type (i.e. Family, Senior, etc.)</th>
<th>Post-RAD Unit Type if different (i.e. Family, Senior, etc.)</th>
<th>Capital Fund Allocation of Development:</th>
</tr>
</thead>
<tbody>
<tr>
<td>271</td>
<td>Family</td>
<td>Family</td>
<td>$1,894,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedroom Type:</th>
<th>Number of Units Pre-Conversion:</th>
<th>Number of Units Post-Conversion:</th>
<th>Change in Number of Units per Bedroom Type and Why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio Efficiency</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>39</td>
<td>39</td>
<td>0</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>62</td>
<td>62</td>
<td>0</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>94</td>
<td>94</td>
<td>0</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>45</td>
<td>37</td>
<td>0</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>29</td>
<td>29</td>
<td>0</td>
</tr>
<tr>
<td>Six Bedroom</td>
<td>2</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

If performing a Transfer of Assistance

HABD will not be making any policy changes for the transfer of assistance. Possible Transfer of Assistance and/or Section 18.
**Charles P. Marks Village**: Charles P. Marks Village (AL001000006) will be redeveloped in 3 total phases, of which 2 will be RAD. The initial phase of the redevelopment will be the demolition of 204 units along the front of the site. That portion of the property will be developed into green space, additional parking, and open space that will tie to existing and adjacent parks. The second phase of redevelopment will be preservation of the remaining 296 units by replacing windows and performing exterior envelope improvements. The 3rd phase of the development (RAD) will be a large Tax-Exempt Bond / 4% rehabilitation project that will address the physical needs of the remaining 284 units onsite.

<table>
<thead>
<tr>
<th>Name of Public Housing Development:</th>
<th>PIC Development ID: AL001000006</th>
<th>Conversion Type (i.e. PBV or PBRA): PBRA</th>
<th>Transfer of Assistance:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marks Village</td>
<td></td>
<td></td>
<td>Locations:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Elyton</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Souhtown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Smithfield</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Tom Brown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Morton Simpson</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Collegeville</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Harris Homes</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• North Birmingham</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Cooper Green</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Kimbrough</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Ben Greene/Roosevelt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Villas at Titusville</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Sydney Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Farrington Apt</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Units Transferred 204</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Total Units:</th>
<th>Pre-RAD Unit Type (i.e. Family, Senior, etc.)</th>
<th>Post-RAD Unit Type if different (i.e. Family, Senior, etc.)</th>
<th>Capital Fund Allocation of Development:</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>Family</td>
<td>Family</td>
<td>$7,282,431.20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedroom Type:</th>
<th>Number of Units Pre-Conversion:</th>
<th>Number of Units Post-Conversion:</th>
<th>Change in Number of Units per Bedroom Type and Why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio Efficiency</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>50</td>
<td>34</td>
<td>16</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>200</td>
<td>127</td>
<td>73</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>200</td>
<td>127</td>
<td>73</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>40</td>
<td>10</td>
<td>30</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>10</td>
<td>0</td>
<td>10</td>
</tr>
<tr>
<td>Six Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

| If performing a Transfer of Assistance | HABD will not be making any policy changes for the transfer of assistance. Possible Transfer of Assistance and/or Section 18. |
Morton Simpson Village: Morton Simpson Village (AL001000011) HABD is working to develop a viable redevelopment plan for its Morton Simpson community that will include section 18 demolition of units onsite and rehabilitation of remaining units. Any onsite redevelopment that occurs will require infusion of mixed-financing tools such as 9% LIHTCS and 4% LIHTCs. The development plan will be finalized by the end of 2021. HABD released an RFP in 2019 seeking developer partner(s) to redevelop multiple RAD properties.

<table>
<thead>
<tr>
<th>Name of Public Housing Development:</th>
<th>PIC Development ID:</th>
<th>Conversion Type (i.e. PBV or PBRA)</th>
<th>Transfer of Assistance: Locations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Morton Simpson</td>
<td>AL001000011</td>
<td>PBRA</td>
<td>• Elyton</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Southtown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Smithfield</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Marks Village</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Morton Simpson</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Tom Brown</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Harris Homes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Collegeville</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Cooper Green</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Kimbrough</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Ben Greene/Roosevelt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Villas at Titusville</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Sydney Drive</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Farrington Apt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Units Transferred - 271</td>
</tr>
<tr>
<td><strong>Total Units:</strong></td>
<td><strong>456</strong></td>
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</tr>
<tr>
<td><strong>Pre-RAD Unit Type (i.e. Family, Senior, etc.):</strong></td>
<td>Family</td>
<td><strong>Post-RAD Unit Type if different (i.e. Family, Senior, etc):</strong></td>
<td>Family</td>
</tr>
<tr>
<td><strong>Bedroom Type:</strong></td>
<td></td>
<td></td>
<td><strong>Capital Fund Allocation of Development:</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Number of Units Pre-Conversion:</strong></td>
<td><strong>Number of Units Post-Conversion:</strong></td>
<td>$457,430.00</td>
</tr>
<tr>
<td>Studio Efficiency</td>
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<td>0</td>
<td><strong>Change in Number of Units per Bedroom Type and Why:</strong></td>
</tr>
<tr>
<td>One Bedroom</td>
<td>63</td>
<td>63</td>
<td>0</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>163</td>
<td>163</td>
<td>0</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>179</td>
<td>179</td>
<td>0</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>48</td>
<td>10</td>
<td>0</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>3</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Six Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

If performing a Transfer of Assistance
HABD will not be making any policy changes for the transfer of assistance. Possible Transfer of Assistance and/or Section 18.
Loveman Village: Loveman Village (AL001000007) The Villas at Titusville is the newly branded and reconstructed Loveman Village redevelopment project. The existing Loveman Village site housed 500 traditional public housing units that are being demolished. The completed redevelopment will install a new park-style setting with 164 family mixed-income units. Phase I of the development (Villas I – 100 units) received the largest award of Low-Income Housing Tax Credits (LIHTCs) in Alabama history in 2016. The final phase (Villas II – 64 units) will be completed in early 2021 using short-term tax-exempt bonds and 4% LIHTCs.

<table>
<thead>
<tr>
<th>Name of Public Housing Development:</th>
<th>PIC Development ID:</th>
<th>Conversion Type (i.e. PBV or PBRA)</th>
<th>Transfer of Assistance: Locations:</th>
</tr>
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<tbody>
<tr>
<td>Loveman Village</td>
<td>AL001000007</td>
<td>PBV</td>
<td>• Southtown</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>• Smithfield</td>
</tr>
<tr>
<td></td>
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<td>• Marks Village</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Morton Simpson</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Tom Brown</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Harris Homes</td>
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<td></td>
<td></td>
<td></td>
<td>• Collegeville</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• Cooper Green</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>• North Birmingham</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Kimbrough Homes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Ben Greene/Roosevelt</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Farrington Apt.</td>
</tr>
</tbody>
</table>

Units Transferred - 120

<table>
<thead>
<tr>
<th>Total Units:</th>
<th>Pre-RAD Unit Type (i.e. Family, Senior, etc.)</th>
<th>Post-RAD Unit Type (i.e. Family, Senior, etc.)</th>
<th>Capital Fund Allocation of Development:</th>
</tr>
</thead>
<tbody>
<tr>
<td>500</td>
<td>Family</td>
<td>Family</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bedroom Type:</th>
<th>Number of Units Pre-Conversion:</th>
<th>Number of Units Post-Conversion:</th>
<th>Change in Number of Units per Bedroom Type and Why?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio Efficiency</td>
<td>0</td>
<td>0</td>
<td>No demand for 4 bdrms</td>
</tr>
<tr>
<td>One Bedroom</td>
<td>60</td>
<td>42</td>
<td>6</td>
</tr>
<tr>
<td>Two Bedroom</td>
<td>190</td>
<td>120</td>
<td>1</td>
</tr>
<tr>
<td>Three Bedroom</td>
<td>190</td>
<td>120</td>
<td>1</td>
</tr>
<tr>
<td>Four Bedroom</td>
<td>50</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Five Bedroom</td>
<td>10</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Six Bedroom</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
ATTACHMENT N: OCCUPANCY BY POLICE OFFICER

The BPD Community Safety Partners (CSP) will utilized the following public housing units as police substations:

1. Smithfield Housing - 287 9th Ct. N Unit 377
2. Elyton Housing - 327 2nd St. W
3. Marks Village - 7542 66th Street S
4. Morton Simpson - 4409 9th Avenue North
5. Southtown - 927 23rd Street North
6. Kimbrough Homes - 2909 Wilson Road Apt B

The officers will use the available units for occasional roll calls, surveillance, restroom breaks and paperwork. The officers are expected to use the substation no less than three days per week. The facility will not need housekeeping.
ATTACHMENT O: PROJECT BASED VOUCHERS

During 2019, HABD completed a procurement process to project-base rental assistance under the RAD and or HCV programs. Six proposals were awarded to move forward through the PBV process for a total of approximately 374 units. HABD intends to issue another RFP and procurement during the 2020 plan year to solicit multiple developments totaling 687 PBVs. It is expected that the RFP will publish very early in the new fiscal year and with awards occurring subject to the receipt of successful projects. The RFP will strategically solicit projects within areas of planned public housing demolition and redevelopment such as the North Birmingham, Gate City and Southside neighborhoods in effort to replace housing in the effected communities. HABD will also solicit projects in low-poverty areas to provide residents housing options in areas of higher incomes. HABD will reserve its right to project-base assistance through any appropriate program and up to the maximum allotted number of units/vouchers.

HABD proposes to submit approval for and implement plans for the following as project-based vouchers in the respective areas:

- 27 - CenterPoint
- 250 - North Birmingham
- 210 - Southside
- 100 - Eastern Birmingham area
- 100 - Western Birmingham Area

The respective selected areas are consistent with regulation 983.57(b)1 and our agency's 5 Year Plan relative to our Deconcentration efforts and established housing needs. HABD proposes to project-base a total of 931 units.
ATTACHMENT P: UNITS WITH APPROVED VACANCIES FOR MODERNIZATION – UNITS ATTACHED
## ATTACHMENT P: UNITS WITH APPROVED VACANCIES FOR MODERNIZATION

### Attachment
Marks Village – Units Projected to be Vacancies Modernization Units

<table>
<thead>
<tr>
<th>AMP</th>
<th>Building #</th>
<th>Unit #</th>
<th>Address</th>
<th>Effective Date</th>
<th>Estimated Completion Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-6</td>
<td>47</td>
<td>211</td>
<td>7571 66&lt;sup&gt;th&lt;/sup&gt; Street South</td>
<td>12/20/2019</td>
<td></td>
<td>Occupied</td>
</tr>
<tr>
<td>1-6</td>
<td>47</td>
<td>212</td>
<td>7521 66&lt;sup&gt;th&lt;/sup&gt; Street S</td>
<td>1/2/2019</td>
<td></td>
<td>Occupied</td>
</tr>
<tr>
<td>1-6</td>
<td>49</td>
<td>216</td>
<td>7507 66&lt;sup&gt;th&lt;/sup&gt; Street S.</td>
<td>2/25/2019</td>
<td></td>
<td>Occupied</td>
</tr>
<tr>
<td>1-6</td>
<td>51</td>
<td>223</td>
<td>7507 66&lt;sup&gt;th&lt;/sup&gt; Street S.</td>
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## Attachment
**Marks Village – Units Projected to be Vacancies Modernization Units**

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### Attachment

**Morton Simpson Village – Units Projected to be Vacancies Modernization Units**

Non duplicate Units from HABD Request Attachment A

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ATTACHMENT Q: OTHER CAPITAL GRANT PROGRAMS

Housing Authority of the Birmingham District will apply for HUD Capital Fund grants as they become available.