

JACKSON HOUSING COMMISSION

REGULAR MEETING – JULY 17, 2013

Reed Manor Board Room

AGENDA

1. MEETING CALLED TO ORDER
2. ROLL CALL
Michelle Orthaus, President
Gerald Montgomery, Vice President
Arlene Robinson, Commissioner
Patricia Davis-Dye, Commissioner
James Stark, Commissioner
3. Public Comments
4. Approval of the Minutes of the Regular Meeting on June 19, 2013
5. Approval of the Previously Paid Liabilities from June 20 to July 12, 2013.
6. RESOLUTIONS
Resolution No. 2013-32: Collection Losses Write-Off
Resolution No. 2013-33: Revised Procurement Policy
Resolution No. 2013-34: Health Care Re-procurement
Resolution No. 2013-35: Promotion of Daphney Sullivan
9. DIRECTORS' REPORTS

Section 8
Leasing and HAP Utilization Report
Public Housing
Tenant Accounts Receivable
Consolidated TARS
Move Outs
Vacant Unit Turnaround
Executive
S8 Income Statement
PH Income Statement
Petty Cash Fund Register
After Hours/Emergency Response Report
Utility Costs and Consumption
10. OTHER BUSINESS
11. ADJOURNMENT
12. NEXT REGULAR MEETING: **August 21, 2013 – Reed Manor-Board Room**

Jackson Housing Commission

Minutes of the Regular Meeting

June 18, 2013

The Jackson Housing Commission held its regular meeting at Chalet-Terrace in the Community Room at 12:00 PM on June 18, 2013.

Commissioner Pultz-Orthaus called the meeting to order at 12:00 p.m. & upon discovering Commissioner Robinson was almost there, held the meeting until she arrived. Commissioner Robinson arrived at 12:07 p.m. and upon roll call, the following Commissioners were present: Montgomery, Robinson, Stark, Pultz-Orthaus, Davis-Dye. Absent: None.

Also present were: Phillip M. Fracker, Interim Executive Director
Connie Crandall, Public Housing Program Director
Katie Dickerson, Executive Secretary
Shari Boyce, Section 8 Director

13-06-008 PUBLIC COMMENTS

Patricia Ryals, Resident Council President for Reed Manor, read a letter she was presenting to Board President, Michelle Pultz-Orthaus. The letter addressed Ms. Pultz-Orthaus actions at recent meetings and Ms. Ryals disappointment in her actions.

13-06-009 APPROVAL OF THE MINUTES OF THE REGULAR MEETING HELD May 15, 2013.

Commissioner Stark **MOVED** to approve the minutes of the Regular Meeting held April 17, 2013 with changes to 13-05-005 changing names Burch & Dobies to Pultz-Orthaus & Stark. Commissioner Montgomery **SECONDED** motion, and upon the following roll call, the motion was adopted with changes:

AYES:	Robinson, Stark, Montgomery, Pultz-Orthaus, Davis-Dye
NAYS:	None
ABSTAIN:	None
ABSENT:	None

**13-06-010 APPROVAL OF THE MINUTES OF THE SPECIAL MEETING HELD
June 6, 2013.**

Commissioner Stark **MOVED** to approve the minutes of the Special Meeting held June 6, 2013. Commissioner Montgomery **SECONDED** motion, and upon the following roll call, the motion was adopted with changes:

AYES: Robinson, Stark, Montgomery, Pultz-Orthaus, Davis-Dye
NAYS: None
ABSTAIN: None
ABSENT: None

**13-06-011 APPROVAL OF THE MINUTES OF THE SPECIAL MEETING HELD
June 11, 2013.**

Commissioner Stark **MOVED** to approve the minutes of the Special Meeting held June 11, 2013. Commissioner Montgomery **SECONDED** motion, and upon the following roll call, the motion was adopted with changes:

AYES: Robinson, Stark, Montgomery, Pultz-Orthaus, Davis-Dye
NAYS: None
ABSTAIN: None
ABSENT: None

**13-06-012 APPROVAL OF THE PREVIOUSLY PAID LIABILITIES FROM May 16
to June 13, 2013.**

Commissioner Stark **MOVED** to approve the Previously Paid Liabilities from May 16 to June 13, 2013. Commissioner Robinson **SECONDED** motion, and upon the following roll call, the motion was adopted with changes:

AYES: Robinson, Stark, Montgomery, Pultz-Orthaus, Davis-Dye
NAYS: None
ABSTAIN: None
ABSENT: None

13-06-013 RESOLUTIONS

A. Resolution No. 2013-22: Interim Director

As the Board entered into an agreement with Mr. Fracker as Interim Executive Director and whereas HUD is not approving the contract stating it wasn't procured correctly, Mr. Fracker is asking to be released from his contract so JHC can pay their bills and is recommending Connie Crandall, Public Housing Director be appointed as Interim Director until a suitable replacement is found. Ms. Crandall is OK with the appointment.

Commissioner Stark **MOVED** to approve the Interim Executive Director but to recommend Ms. Crandall's salary increase to the Mayor for approval. Commissioner Robinson **SECONDED** the motion and, upon the following roll call, the motion was adopted:

AYES: Montgomery, Pultz-Orthaus, Stark Davis-Dye, Robinson.
NAYS: None
ABSTAIN: None
ABSENT: None

B. Resolution No. 2013-23: Collection Losses Write-Off

Commissioner Davis-Dye **MOVED** to approve the Write-Off of Collection Losses \$2,894.34. Commissioner Stark **SECONDED** the motion and, upon the following roll call, the motion was adopted:

AYES: Pultz-Orthaus, Stark, Montgomery, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

C. Resolution No. 2013-24: Oppenheimer

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Robinson **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

D. Resolution No. 2013-25: Franklin Templeton

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Robinson **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

E. Resolution No. 2013-26: Wells Fargo

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Robinson **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

F. Resolution No. 2013-27: Citizens Bank/FirstMerit

Commissioner Montgomery **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Davis-Dye **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

G. Resolution No. 2013-28: County National

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Montgomery **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

H. Resolution No. 2013-29: Revised Procurement Policy

Commissioner Pultz-Orthaus **MOVED** to approve the foregoing Resolution with the amendments of raising the small purchase threshold from \$5,000 to \$25,000 and to add to page 18 "...in accordance with the JHC Disposition Policy." Commissioner Montgomery **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

I. Resolution No. 2013-30: Revised Credit Card Policy

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Montgomery **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

J. Resolution No. 2013-31: Document Signatories

Commissioner Stark **MOVED** to approve the foregoing resolutions as introduced and read. Commissioner Montgomery **SECONDED** the motion and, upon roll call, the motion was adopted:

AYES: Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS: None
ABSTAIN: None
ABSENT: None

13-06-014 DIRECTORS' REPORTS

Section 8

A. Utilization Report

Mrs. Boyce presented the report as stated.

Public Housing

B. Tenant Accounts Receivables

Ms. Crandall presented the Tenant Accounts Receivables as stated. Ms. Crandall stated more people owe money but the amounts they owe is significantly less than previous years.

C. Consolidated TARs

Ms. Crandall presented the Consolidated TARs.

D. Turnaround Time

Ms. Crandall stated that the turnaround time for May was awesome.

E. Reasons for Move Outs

Ms. Crandall stated the reasons for tenant move outs.

Executive

F. S8 Income Statement

G. PH Income Statement

H. Petty Cash Fund Register

I. After Hours/ Emergency Response Report

J. Utility Costs and Consumption

Ms. Crandall presented the reports as stated.

13-06-015 OTHER BUSINESS

Commissioner Robinson was questioning the denial of Ms. Truman's Grievance Request and how Mr. Fracker could deny it when he wasn't authorized by HUD to be at the Housing Commission. Mr. Fracker explained how the Grievance process was for employees and not for the Executive Director. The Executive Director is the final person for the grieved and it isn't meant to deal with the Executive Director. Interim Executive Director isn't addressed in the handbook and it should be. Commissioner Robinson understands that this will not assist Ms. Truman, but should be addressed for future Interim Executive Directors. Commissioner Robinson **MOVED** to take a look at the employee handbook and to address the positions of Acting and Interim Executive Director. Commissioner Pultz-Orthaus **SECONDED** the motion and upon a voice vote, the motion carried:

AYES:	Montgomery, Stark, Pultz-Orthaus, Davis-Dye, Robinson
NAYS:	None
ABSTAIN:	None
ABSENT:	None

The board continued to discuss what the circumstances were under Ms. Truman and what wasn't done and should have been done. She should have received direction in writing as to what she wasn't or was doing to the board's satisfaction. Commissioner Robinson will bring suggestions to the board on how to amend the handbook.

Commissioner Stark **MOVED** to adjourn; Commissioner Pultz-Orthaus **SECONDED** the motion. All members of the board were in favor of adjournment.

The regular meeting adjourned at 1:23 p.m.

Respectfully submitted,



Connie Crandall, PHM
Interim Executive Director

ATTESTED: _____
Michelle Pultz-Orthaus, President

Jackson Housing Commission
Register - Basic Listing
Public Housing
From: 06/20/2013 To: 07/11/2013

Ref Num	Date	Payee	Pmt/Dep	Amount	Memo
058641	06/28/2013	City Of Jackson - Finance Department	Payment	11,437.84	Payrolls 05/27/13-06/23/13 Employer/Employee Contribution
058642	06/28/2013	ICMA Retirement Corporation	Payment	50.66	Loan Payment Connie Grandall Loan Payment- Account #RNHXNJCV Ref Code Plan #300193
058643	06/28/2013	Teresa Gibson	Payment	400.00	Invoice #15 Cleaning Services For Offices 05/27/13-06/09/13
058644	06/28/2013	AFLAC	Payment	854.60	Account #VX312 Invoice #162480- Monthly Bill For June 2013
058645	06/28/2013	James Woods	Payment	473.60	Contract Labor Casual Labor Performed @ CT 06/03/13-06/13/13
058646	06/28/2013	STAMP CO	Payment	19.00	Invoice #28523 (2) Name Plates For Board Members Michelle Pultz-Orthaus & James Stark
058647	06/28/2013	O'LEARY PAINT CO.	Payment	2,344.50	Customer #8236 (50 Gallons) Ivory Cloud Paint, (30 Gallons) Ant. White Paint & (10 Gallons) White Paint
058648	06/28/2013	CITY OF JACKSON - CITY CLERK	Payment	32,949.51	Customer #007702 Invoice #1300010913 - Insurance Coverage For Active Employees & Retirees For May 2013
058649	07/01/2013	Consumer Energy	Payment	2,669.00	Utility Reimbursement
058650	07/03/2013	Jackson Transportation Authority	Payment	1,676.19	(3) Invoices Invoice #0024215-IN- Fuel For April 2013 \$612.26 Invoice #0024300-IN- Late Charge On Invoice #24215 \$30.61 Invoice #0024271-IN- Fuel For May 2013 \$1,033.32
058651	07/03/2013	WEATHERPROOF INC	Payment	147.84	Invoice #261559 36" Right Swing White Storm Door
058652	07/03/2013	MCGOWAN ELECTRIC SUPPLY INC	Payment	52.20	Invoice #1112407 (4) Electric Ballast
058653	07/03/2013	JACKSON GLASS WORKS INC	Payment	194.75	Customer #JHOU Invoice #369611 - Replaced Broken Window & Repair Frame @ RM I-31
058654	07/03/2013	HAMMOND HARDWARE	Payment	36.27	Customer #33515 Invoice #B190421 - Various Maintenance Supplies
058655	07/03/2013	IPRINT TECHNOLOGIES, INC	Payment	134.00	Invoice #B191475 - Various Maintenance Supplies Customer #JACK070 Order #5196475 - (2) HP Laser Toner Cartridge
058656	07/03/2013	MENARDS - JACKSON	Payment	1,191.86	Account #31610470 Invoice #33316 - Various Maintenance Supplies \$130.49

Ref Num	Date	Payee	Pmt/Dep	Amount	Memo
058657	07/03/2013	T.L. Plumbing & Drain Cleaning	Payment	290.00	Invoice #33603 - Various Maintenance Supplies \$149.33 Invoice #33628 - Various Maintenance Supplies \$390.93 Invoice #34161 - Various Maintenance Supplies \$39.94 Invoice #34169 - Various Maintenance Supplies \$215.05 Invoice #34550 - Various Maintenance Supplies \$71.35 Invoice #35213 - Various Maintenance Supplies \$194.77 (3) Invoices Pulled Toilet And Ran Out Main Drain @ RM D-5 Ran Out Kitchen Sink Drain & Snake Main Sewer Drain Line @ RM G-9 & G-22 Ran Out Clogged Drain @ RM I-5
058658	07/03/2013	CUT-RATE PLUMBING	Payment	15.81	Customer #644
058659	07/03/2013	Denny Blaschko	Payment	125.00	Invoice #583142 - Repair Kit Mans Vac, Breaker (1) Invoice Patch Hole, Prime & Paint @ RM I-24
058660	07/03/2013	AMBS CALL CENTER	Payment	491.32	Account #1909 Invoice #130510703- Service Period 06/01/13-06/30/13 Usage Period 04/30/13-05/30/13
058661	07/03/2013	A-1 LOCK SHOP	Payment	12.42	(2) Invoices Invoice #1418 - (3) Dorma DND Keys Invoice #1419 - (3) Keys
058662	07/03/2013	DAKINS	Payment	42.37	Account #27395 Invoice #302396 - Various Maintenance Supplies For String Trimmer
058663	07/03/2013	MODERN WASTE SYSTEMS	Payment	8,995.70	Account #23056 Monthly Garbage Service For June 2013
058664	07/03/2013	Rusty's Tree Service	Payment	250.00	Invoice #353106 Pine Tree Removal @ SBN
058665	07/03/2013	All Your Needs	Payment	4,725.00	(7) Invoices Invoice #779906 - Repair Drywall On Ceiling In Utility Room @ CT 1268 Laurel Ln. Invoice #779908 - Repair Drywall, Ceiling And Walls In Utility Room @ CT 307 Barbary Invoice #779909 - Repair Drywall On Ceiling And Walls @ CT 1225 Laurel Ln. Invoice #779910 - Drywall Repair Ceilings On Utility Ceilings @ CT 1227 Laurel Ct. Invoice #779911 - Repaired Drywall Ceiling In Utility Room, Repair Drywall In Bathroom & Repair Drywall Ceilings And Walls In Kitchen @ CT 304 Barbary Invoice #779913 - Tuck Paint All Sides Of Buildings @ RM A-I Building Invoice #779915 - Paint 3 Balconys @ RM

Jackson Housing Commission
Register - Basic Listing
Public Housing
From: 06/20/2013 To: 07/11/2013

Ref Num	Date	Payee	Pmt/Dep	Amount	Memo
058666	07/03/2013	GREAT LAKES HEATING, AIR CONDITIONING, L.L.C.	Payment	150.00	(1) Invoices Repair AC Unit @ CT
058667	07/03/2013	Tashay Estes	Payment	350.00	Refund Tenant Rent Over Payment For May Rent
058668	07/03/2013	CAMPBELL'S SEWER CLEANING	Payment	110.00	(1) Invoice Ran Out Main Line @ RM D-5
058669	07/03/2013	LIBERTY ENVIRONMENTALISTS, INC.	Payment	11.50	Invoice #134656 Dump Broken Glass @ RM
058670	07/03/2013	Cindy Davis	Payment	1,225.00	Retirement Reimbursement For Withholding From Payroll
058671	07/03/2013	Computer Ties LLC	Payment	1,089.99	(2) Invoices Invoice #18470- Computer Virus Clean-Up @ CT Invoice #18798- Resident Council Office Set-Up
058672	07/03/2013	SAFETY SYSTEMS INC	Payment	70.00	Invoice #54158 Fire Extinguisher For RM
058673	07/03/2013	HD Supply Facilities Maintenance	Payment	295.47	Customer #461000 Invoice #113476307 - Various Maintenance Supplies
058674	07/11/2013	CITY OF JACKSON - CITY CLERK	Payment	2,236.64	Customer 007702 Invoice #1300011086 - RX Drug Claims For Active Employees May 2013
058675	07/11/2013	Victory Lane Quick Change #100	Payment	39.55	Trans #13011803151578 Invoice #3151578 - Oil Change For SBN 2011 Ford-250
058676	07/11/2013	FIRESTONE PAYMENT CENTER	Payment	150.76	Customer #103083613 Invoice #0822500014 - Oil Change For RM 2011 Ford F-250 Invoice #0822550015 - Oil Change For RM 2011 Ford E-150 Invoice #0824240017 - Oil Change For CT 2011 Ford E-150 Invoice #0824240030 - Oil Change For CT 2011 Ford F-250
058677	07/11/2013	HOUSING DATA SYSTEMS, INC.	Payment	99.00	Client #6183 Invoice #213871- Electronically Submitted 1099 To The IRS- Fire System
058678	07/11/2013	Blue Sea L.L.C.	Payment	90.00	Invoice #1418 Hosting Fee For JHC Website 04/13-06/13
058679	07/11/2013	DAKINS	Payment	82.41	Account #27395 Invoice #301490 - Various Maintenance Supplies Invoice #301843 - Various Maintenance Supplies Invoice #302077 - Various Maintenance Supplies Invoice #302624 - Various Maintenance Supplies
058680	07/11/2013	T.L. Plumbing & Drain Cleaning	Payment	620.00	(4) Invoices Invoice #1661 - Changed Water Heater @ CT 326 Barberry & Replaced Safety

Jackson Housing Commission
Register - Basic Listing
Public Housing
From: 06/20/2013 To: 07/11/2013

Ref Num	Date	Payee	Pmt/Dep	Amount	Memo
058681	07/11/2013	JACKSON GLASS WORKS INC	Payment	2,340.50	On Water Heater @ 1216 Laurel Lane Invoice #1678 - Ran Out Floor Drain In C-Building Invoice #1696 - Replaced Tub Shoe And Over Flow @ RM 1-75 & Ran Out Sink Drain @ B-6 Invoice #1716 - Run Out Tub Drain @ RM H-16 Customer #JHOU Invoice #368650 - Repaired Broken Window @ RM 1265 Laurel Lane Invoice #368744 - Repaired Broken Window @ SBN 302 Moorman Invoice #368979 - Replaced Broken Window On CT Truck Invoice #368987 - Replaced Broken Window @ SBN 140 Shahan Invoice #369002 - Repaired Broken Window @ SBN Invoice #369170 - Repaired Broken Window @ SBN Invoice #369171 - Repaired Broken Window @ SBN 340 Moorman Invoice #369611 - Repaired Broken Window @ RM H-40 Invoice #370087 - Repaired Broken Window @ CT 304 Barbary Invoice #370099 - Repaired Broken Window @ SBN Invoice #370261 - Repaired Broken Window @ SBN Invoice #370305 - Repaired Broken Window @ SBN 311 Moorman Invoice #370691 - Repaired Broken Window @ SBN Customer #JACK070 Invoice #325698 - Toner, HP LJ2300 & HP LaserJet P2014 Order #518827 - Kyocera OEM FS-102MFP
058682	07/11/2013	IPRINT TECHNOLOGIES, INC	Payment	213.50	(2) Invoices
058683	07/11/2013	Armorknight Security, Inc.	Payment	7,677.50	Invoice #1564 - Security Guard Services For RM 05/01/13-05/15/13 Invoice #1568 - Security Guard Services For RM 05/16/13-05/31/13
058684	07/11/2013	Cindy Davis	Payment	175.00	Retirement
058685	07/11/2013	ANDERSON PRINTING	Payment	418.00	Reimbursement For Withholding From Payroll (2) Invoices Invoice #16577 - (50) Annual Reports Invoice #16589 - (20) Annual Reports- Replaced Logo
058686	07/11/2013	GREAT LAKES HEATING, AIR CONDITIONING, L.L.C.	Payment	95.00	(1) Invoice
058687	07/11/2013	CUT-RATE PLUMBING	Payment	366.64	Furnace Repair @ SBN 122 Shahan Customer #644 Invoice #582957 - (24) Drain Cleaner Invoice #583142 - (3) Repair Kit Mans Vac. Breaker Invoice #583152 - Various Maintenance Supplies Invoice #668937 - (5) TLT Supply Invoice #669272 - Various Maintenance Supplies

Jackson Housing Commission
Register - Basic Listing
Public Housing

From: 06/20/2013 To: 07/11/2013

Ref Num	Date	Payee	Pmt/Dep	Amount	Memo
058688	07/11/2013	PERFORMANCE AUTOMOTIVE	Payment	78.09	Invoice #669343 - Various Maintenance Supplies Customer #4690
058689	07/11/2013	JACKSON COUNTY LANDFILL	Payment	25.64	Invoice #1470591 - (2) 12V Tractor Battery Invoice #1470597 - (1) Service Kit X320 (2) Invoices
058690	07/11/2013	AUDITORY RESPONSE SYSTEMS, INC.	Payment	408.00	Invoice #046626 - Dump Trash From Vacant Unit @ RM Invoice #048727 - Dump Furniture From Vacant Unit @ RM Account #ARS879 Invoice #2516 - TDD\TTY Service For 12 Month Period 06/01/13-05/31/14
058691	07/11/2013	Petty Cash	Payment	1,164.55	Petty Cash
058692	07/11/2013	Cascade Sprinkler Inspection	Payment	250.00	Replenish Petty Cash - From Transaction #39, To Transaction #66 Invoice #7796
058693	07/11/2013	Denny Blaschko	Payment	1,727.00	Annual Fire Sprinkler System Inspection And Testing On 04/16/13 @ RM (4) Invoices Removed Railroad ties Around (6) Trees @ SBN Patch Hole Under Kitchen Sink @ RM I-24 Removed 36" Steel Service Door To Maintenance Garage And Replaced w/New Door @ SBN
058694	07/11/2013	J McEldowney Inc.	Payment	88.00	Removed Old Vanity Countertop & Replaced w/new Countertop @ SBM Apt. 103 Invoice #60594 Emptied Waste Bottle, Tested & Cleaned On Connie Printer FS-1128
Total:				(91,227.18)

Jackson Housing Commission
Jackson, MI

The following Resolution was introduced by _____, read in full and considered:

RESOLUTION NO. 2013-32

Pursuant to the Uncollectible Tenants Accounts Policy which authorizes the Commission to write off delinquent accounts after 3 months as shown below:

AMP 1: Chalet Terrace	\$ 249.95
AMP 2: Reed Manor	\$ 502.43
AMP 3: Shahan-Blackstone Apts.	<u>\$ 385.13</u>
Total	\$1,137.51

The attached Collection Losses Report reflects the delinquent amount of **\$1,137.51** and is hereby approved for fiscal year 2013 write-off.

Commissioner _____ **MOVED** to adopt the foregoing Resolution as read.

Commissioner _____ **SUPPORTED** the motion, and, upon roll call the "AYES" and "NAYS" were as follows:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____ declared the motion carried and the Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission on July 17, 2013.

Connie Crandall
Interim Executive Director/Secretary

Collection Losses Report

Three months or greater

	NAME	ACCT. NO.	MOVE-OUT	AMOUNT
Chalet Terrace	Jamie Buckmon	001-7648	04/12/2013	\$249.95
Reed Manor	Erik Pruitt Joel Castle	002-4397 002-4495	04/08/2013 04/15/2013	\$488.43 \$ 14.00
Shahan	Bianca Robinson Rasharia Jones	003-5530 003-6586	04/30/2013 04/04/2013	\$ 61.38 \$323.75

Board Resolution: 2013-

Total Write Off: \$1137.51

Note: Accounts are written off at the end of the month and after three months of delinquency

**JACKSON HOUSING COMMISSION
JACKSON, MICHIGAN**

The following Resolution was introduced by _____, read in full and considered:

RESOLUTION NO. 2013-33

Pursuant to the Commission's Public Housing Program, Federal Regulations at **24 CFR 85.36**, the Procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8 Rev 2, and applicable State and Local laws, and in reliance upon Commission staff analysis of procurement requirements; the Commission hereby adopts the attached Jackson Housing Commission Procurement Policy effective July 17, 2013.

Supersedure. This Procurement Policy supersedes all previously established policies on procurement.

Commissioner _____ **MOVED** to adoption of the foregoing Resolution as amended to remove Appendix 14, Intergovernmental Agreement for Supplemental Community Policing Services. Commissioner _____ **SUPPORTED** the motion, and, upon roll call the "AYES" and "NAYS" were as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

_____ thereupon declared said motion carried and said Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission held July 17, 2013

Connie Crandall, PHM
Interim Executive Director/Secretary

Jackson Housing Commission

Procurement Policy

This Procurement Policy complies with the Annual Contributions Contract (ACC) between Jackson Housing Commission (JHC) and the HUD, Federal Regulations at **24 CFR 85.36**, the procurement standards of the Procurement Handbook for PHAs, HUD Handbook 7460.8, Rev 2, and applicable State and Local laws.

General Provisions

The JHC shall: provide for a procurement system of quality and integrity; provide for the fair and equitable treatment of all persons or firms involved in purchasing by the JHC; ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to the JHC; promote competition in contracting; and assure that JHC purchasing actions are in full compliance with applicable Federal standards, HUD regulations, State, and local laws.

Application

This Procurement Policy applies to all procurement actions of the Commission, regardless of the source of funds, except as noted under "exclusions," below. However, nothing in this Policy shall prevent the JHC from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with the law. When both HUD and non-Federal grant funds are used for a project, the work to be accomplished with the funds should be separately identified prior to procurement so that appropriate requirements can be applied, if necessary. If it is not possible to separate the funds, HUD procurement regulations shall be applied to the total project. If funds and work can be separated and work can be completed by a new contract, then regulations applicable to the source of funding may be followed.

Definition

The term "procurement," as used in this Policy, includes the procuring, purchasing, leasing, or renting of: (1) goods, supplies, equipment, and materials, (2) construction and maintenance; consultant services, (3) Architectural and Engineering (A/E) services, (4) Social Services, and (5) other services.

Exclusions

This policy does not govern administrative fees earned under the Section 8 voucher program, the award of vouchers under the Section 8 program, the execution of landlord Housing Assistance Payments contracts under that program, or non-program income, e.g., fee-for-service revenue under 24 CFR Part 990. These excluded areas are subject to applicable State and local requirements.

Changes in Laws and Regulations

In the event an applicable law or regulation is modified or eliminated, or a new law or regulation is adopted, the revised law or regulation shall, to the extent inconsistent with these Policies, automatically supersede these Policies.

Public Access to Procurement Information

Most procurement information that is not proprietary is a matter of public record and shall be available to the public to the extent provided in the State of Michigan Freedom of Information Act.

Ethics in Public Contracting

General

The JHC hereby establishes this code of conduct regarding procurement issues and actions and shall implement a system of sanctions for violations. This code of conduct, etc., is consistent with applicable Federal, State, or local law.

Conflicts of Interest

No employee, officer, Board member, or agent of the JHC shall participate directly or indirectly in the selection, award, or administration of any contract if a conflict of interest, either real or apparent, would be involved. This type of conflict would be when one of the persons listed below has a financial or any other type of interest in a firm competing for the award:

- A. An employee, officer, Board member, or agent involved in making the award;
- B. His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- C. His/her partner; or
- D. An organization which employs or is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

Gratuities, Kickbacks, and Use of Confidential Information

No officer, employee, Board member, or agent shall ask for or accept gratuities, favors, or items of more than \$25 in value from any contractor, potential contractor, or party to any subcontract, and shall not knowingly use confidential information for actual or anticipated personal gain.

Prohibition Against Contingent Fees

Contractors wanting to do business with the JHC must not hire a person to solicit or secure a contract for a commission, percentage, brokerage, or contingent fee, except for bona fide established commercial selling agencies.

Procurement Planning

Planning is essential to managing the procurement function properly. Hence, the JHC will periodically review its record of prior purchases, as well as future needs, to: find patterns of procurement actions that could be performed more efficiently or economically; maximize competition and competitive pricing among contracts and decrease the JHC's procurement costs; reduce JHC administrative costs; ensure that supplies and services are obtained without any need for re-procurement, e.g., resolving bid protests; and minimize errors that occur when there is inadequate lead time. Consideration should be given to storage, security, and handling requirements when planning the most appropriate purchasing actions.

Purchasing Methods

Petty Cash Purchases

Purchases under \$100 may be handled through the use of a petty cash account. Petty Cash Accounts may be established in an amount sufficient to cover small purchases made during a reasonable period, e.g., one month. For all Petty Cash Accounts, the JHC shall ensure that security is maintained and only authorized individuals have access to the account. These accounts should be reconciled and replenished periodically.

To expedite tenant court filings and actions cash in the amount of up to \$1,000 per month may be drawn from the Petty Cash fund.

Small Purchase Procedures

For any amounts above the Petty Cash ceiling, but not exceeding \$25,000, the JHC may use small purchase procedures. Under small purchase procedures, the JHC shall obtain a reasonable number of quotes (preferably three); however, for purchases of less than \$2,000, also known as Micro Purchases, only one quote is required provided the quote is considered reasonable. To the greatest extent feasible, and to promote competition, small purchases should be distributed among qualified sources. Quotes may be obtained orally (either in person or by phone), by fax, in writing, or through e-procurement. Award shall be made to the qualified vendor that provides the best value to the JHC. If award is to be made for reasons other than lowest price, documentation shall be provided in the contract file. The JHC shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into several purchases that are less than the applicable threshold merely to: (1) permit use of the small purchase procedures or (2) avoid any requirements that applies to purchases that exceed the Micro Purchase threshold.

Sealed Bids

Sealed bidding shall be used for all contracts that exceed the small purchase threshold and that are not competitive proposals or non-competitive proposals, as these terms are defined in this document. Under sealed bids, the PHA publicly solicits bids and awards a firm fixed-price contract (lump sum or unit price) to the responsible bidder whose bid, conforming with all the material terms and conditions of the IFB, is the lowest in price. Sealed bidding is the preferred method for procuring construction, supply, and non-complex service contracts that are expected to exceed \$25,000.

- A. **Conditions for Using Sealed Bids.** JHC shall use the sealed bid method if the following conditions are present: a complete, adequate, and realistic statement of work, specification, or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the contract can be awarded based on a firm fixed price; and the selection of the successful bidder can be made principally on the lowest price.
- B. **Solicitation and Receipt of Bids.** An IFB is issued which includes the specifications and all contractual terms and conditions applicable to the procurement, and a statement that award will be made to the lowest responsible and responsive bidder whose bid meets the requirements of the solicitation. The IFB must state the time and place for both receiving the bids and the public bid opening. All bids received will be date and time-stamped and stored **unopened** in a secure place until the public bid opening. A bidder may withdraw the bid at any time prior to the bid opening.
- C. **Bid Opening and Award.** Bids shall be opened publicly. All bids received shall be recorded on an abstract (tabulation) of bids, and then made available for public inspection. If equal low bids are received from responsible bidders, selection shall be made by drawing lots or other similar random method. The method for doing this shall be stated in the IFB. If only one responsive bid is received from a responsible bidder, award shall **not** be made unless the price can be determined to be reasonable, based on a cost or price analysis.
- D. **Mistakes in Bids.** Correction or withdrawal of bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the IFB prior to the time set for bid opening. After bid opening, corrections in bids may be permitted only if the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made. All decisions to allow correction or withdrawal of a bid shall be supported by a written determination signed by the Contracting Officer. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the JHC or fair competition shall not be permitted.

Competitive Proposals

Unlike sealed bidding, the competitive proposal method permits: consideration of technical factors other than price; discussion with offerors concerning offers submitted; negotiation of contract price or estimated cost and other contract terms and conditions; revision of proposals before the final contractor selection; and the withdrawal of an offer at any time up until the point of award. Award is normally made on the basis of the proposal that represents the best overall value to the PHA, considering price and other factors, e.g., technical expertise, past experience, quality of proposed staffing, etc., set forth in the solicitation and not solely the lowest price.

- A. **Conditions for Use.** Where conditions are not appropriate for the use of sealed bidding, competitive proposals may be used. Competitive proposals are the preferred method for procuring professional services that will exceed the small purchase threshold.
- B. **Form of Solicitation.** Other than A/E services, competitive proposals shall be solicited through the issuance of a RFP. The RFP shall clearly identify the importance and relative value of each of the evaluation factors as well as any subfactors and price. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established **before** the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors, and the contents of their proposals until after award. The JHC may assign price a specific weight in the evaluation criteria or the JHC may consider price in conjunction with technical factors; in either case, the method for evaluating price shall be established in the RFP.
- C. **Evaluation.** The proposals shall be evaluated only on the criteria stated in the RFP. Where not apparent from the evaluation criteria, the JHC shall establish an Evaluation Plan for each RFP. Generally, all RFPs shall be evaluated by an appropriately appointed Evaluation Committee. The Evaluation Committee shall be required to disclose any potential conflicts of interest and to sign a Non-Disclosure statement. An Evaluation Report, summarizing the results of the evaluation, shall be prepared prior to award of a contract.

- D. **Negotiations.** Negotiations shall be conducted with all offerors who submit a proposal determined to have a reasonable chance of being selected for award, unless it is determined that negotiations are not needed with any of the offerors. This determination is based on the relative score of the proposals as they are evaluated and rated in accordance with the technical and price factors specified in the RFP. These offerors shall be treated fairly and equally with respect to any opportunity for negotiation and revision of their proposals. No offeror shall be given any information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. A common deadline shall be established for receipt of proposal revisions based on negotiations. Negotiations are exchanges (in either competitive or sole source environment) between the PHA and offerors that are undertaken with the intent of allowing the offeror to revise its proposal. These negotiations may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, type of contract or other terms of a proposed contract. When negotiations are conducted in a competitive acquisition, they take place after establishment of the competitive range and are called discussions. Discussions are tailored to each offeror's proposal, and shall be conducted by the contracting officer with each offeror within the competitive range. The primary object of discussions is to maximize the JHC's ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation. The contracting officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the contracting officer, be altered or explained to enhance materially the proposer's potential for award. The scope and extent of discussions are a matter of the contracting officer's judgment. The contracting officer may inform an offeror that its price is considered by the PHA to be too high, or too low, and reveal the results of the analysis supporting that conclusion. It is also permissible to indicate to all offerors the cost or price that the government's price analysis, market research, and other reviews have identified as reasonable. "Auctioning" (revealing one offeror's price in an attempt to get another offeror to lower their price) is prohibited.
- E. **Award.** After evaluation of the revised proposals, if any, the contract shall be awarded to the responsible firm whose technical approach to the project, qualifications, price and/or any other factors considered, are most advantageous to the JHC provided that the price is within the maximum total project budgeted amount established for the specific property or activity.

- F. **A/E Services.** The JHC must contract for A/E services using QBS procedures, utilizing a RFQ. Sealed bidding shall not be used for A/E solicitations. Under QBS procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. QBS procedures **shall not** be used to purchase other types of services, though architectural/engineering firms are potential sources.

Noncompetitive Proposals

A. Conditions for Use

Procurement by noncompetitive proposals (sole-source) may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, cooperative purchasing, or competitive proposals, and if one of the following applies:

1. The item is available only from a single source, based on a good faith review of available sources;
2. An emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the JHC, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any of the other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary simply to meet the emergency;
3. HUD authorizes the use of noncompetitive proposals; or
4. After solicitation of a number of sources, competition is determined inadequate.

B. Justification

Each procurement based on noncompetitive proposals shall be supported by a written justification for the selection of this method. The justification shall be approved in writing by the responsible Contracting Officer. Poor planning or lack of planning is not justification for emergency or sole-source procurements. The justification, to be included in the procurement file, should include the following information:

1. Description of the requirement;
2. History of prior purchases and their nature (competitive vs. noncompetitive);
3. The specific exception in **24 CFR 85.36(d)(4)(i)(A)** through **(D)** which applies;
4. Statement as to the unique circumstances that require award by noncompetitive proposals;

5. Description of the efforts made to find competitive sources (advertisement in trade journals or local publications, phone calls to local suppliers, issuance of a written solicitation, etc.);
6. Statement as to efforts that will be taken in the future to promote competition for the requirement;
7. Signature by the Contracting Officer's supervisor (or someone above the level of the Contracting Officer); and
8. Price Reasonableness. The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing an analysis, as described in this Policy.

Cooperative Purchasing/Intergovernmental Agreements

The JHC may enter into State and/or local cooperative or intergovernmental agreements to purchase or use common supplies, equipment, or services. The decision to use an interagency agreement instead of conducting a direct procurement shall be based on economy and efficiency. If used, the interagency agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The JHC may use Federal or State excess and surplus property instead of purchasing new equipment and property if feasible and if it will result in a reduction of project costs. The goods and services obtained under a cooperative purchasing agreement must have been procured in accordance with **24 CFR 85.36**.

Ice

For all purchases above the Micro Purchase threshold, the JHC shall prepare an ICE prior to solicitation. The level of detail shall be commensurate with the cost and complexity of the item to be purchased.

Cost & Price Analysis

The JHC shall require assurance that, before entering into a contract, the price is reasonable, in accordance with the following instructions.

Petty Cash and Micro Purchases

No formal cost or price analysis is required. Rather, the execution of a contract by the Contracting Officer (through a Purchase Order or other means) shall serve as the Contracting Officer's determination that the price obtained is reasonable, which may be based on the Contracting Officer's prior experience or other factors.

Small Purchases

A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes is not obtained to establish reasonableness through price competition, the Contracting Officer shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis.

Sealed Bids

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, and when the bid received is substantially more than the ICE, and where the JHC cannot reasonably determine price reasonableness, the JHC must conduct a cost analysis, consistent with federal guidelines, to ensure that the price paid is reasonable.

Competitive Proposals

The presence of adequate competition should generally be sufficient to establish price reasonableness. Where sufficient bids are not received, the JHC must compare the price with the ICE. For competitive proposals where prices cannot be easily compared among offerors, where there is not adequate competition, or where the price is substantially greater than the ICE, the JHC must conduct a cost analysis, consistent with Federal guidelines, to ensure that the price paid is reasonable.

Contract Modifications

A cost analysis, consistent with federal guidelines, shall be conducted for all contract modifications for projects that were procured through Sealed Bids, Competitive Proposals, or Non-Competitive Proposals, or for projects originally procured through Small Purchase procedures and the amount of the contract modification will result in a total contract price in excess of \$100,000.

SOLICITATION AND ADVERTISING

Method of Solicitation

- A. **Petty Cash and Micro Purchases.** The JHC may contact only one source if the price is considered reasonable.
- B. **Small Purchases.** Quotes may be solicited orally, through fax, or by any other reasonable method.
- C. **Sealed Bids and Competitive Proposals.** Solicitation must be done publicly. The JHC must use one or more following solicitation methods, provided that the method employed provides for meaningful competition.
 1. Advertising in newspapers or other print mediums of local or general circulations.

2. Advertising in various trade journals or publications (for construction).
3. E-Procurement. The JHC may conduct its public procurements through the Internet using e-procurement systems. However, all e-procurements must otherwise be in compliance with **24 CFR 85.36**, State and local requirements, and the Commission's procurement policy.

Time Frame

For purchases of more than \$25,000, the public notice should run not less than once each week for two consecutive weeks.

Form

Notices/advertisements should state, at a minimum, the place, date, and time that the bids or proposals are due, the solicitation number, a contact who can provide a copy of, and information about, the solicitation, and a brief description of the needed items(s).

Time Period for Submission of Bids

A minimum of 30 days shall generally be provided for preparation and submission of sealed bids and 15 days for competitive proposals. However, the Executive Director may allow for a shorter period under extraordinary circumstances.

Cancellation of Solicitations

- A. An IFB, RFP, or other solicitation may be cancelled before bids/offers are due if:
 1. The supplies, services or construction is no longer required;
 2. The funds are no longer available;
 3. Proposed amendments to the solicitation are of such magnitude that a new solicitation would be best; or
 4. Other similar reasons.
- B. A solicitation may be cancelled and all bids or proposals that have already been received may be rejected if:
 1. The supplies or services (including construction) are no longer required;
 2. Ambiguous or otherwise inadequate specifications were part of the solicitation;
 3. All factors of significance to the JHC were not considered;
 4. Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
 5. There is reason to believe that bids or proposals may not have been independently determined in open competition, may have been collusive, or may have been submitted in bad faith; or
 6. For good cause of a similar nature when it is in the best interest of the JHC.

- C. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request.
- D. A notice of cancellation shall be sent to all bidders/offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any resolicitation or future procurement of similar items.
- E. If all otherwise acceptable bids received in response to an IFB are at unreasonable prices an analysis should be conducted to see if there is a problem in either the specifications or the JHC's cost estimate. If both are determined adequate and if only one bid is received and the price is unreasonable, the Contracting Officer may cancel the solicitation and either
 - 1. Re-solicit using an RFP; or
 - 2. Complete the procurement by using the competitive proposal method. The Contracting Officer must determine, in writing, that such action is appropriate, must inform all bidders of the JHC's intent to negotiate, and must give each bidder a reasonable opportunity to negotiate.
- F. If problems are found with the specifications, JHC should cancel the solicitation, revise the specifications and resolicit using an IFB.

Credit (or Purchasing) Cards

Credit card usage shall follow the rules for all other small purchases. The Contracting Officer may use a credit card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer shall obtain a reasonable number of quotes before purchasing via a credit card.

When using credit cards, the JHC shall adopt reasonable safeguards to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards).

Bonding Requirements

The standards under this section apply to construction contracts that exceed \$100,000. There are no bonding requirements for small purchases or for competitive proposals. The JHC may require bonds in these latter circumstances when deemed appropriate; however, non-construction contracts should generally not require bid bonds.

- A. Bid Bonds. For construction contracts exceeding \$100,000, offerors shall be required to submit a bid guarantee from each bidder equivalent to 5% of the bid price.
- B. Payment Bonds. For construction contracts exceeding \$100,000, the successful bidder shall furnish an assurance of completion. This assurance may be any one of the following four:
 - 1. A performance and payment bond in a penal sum of 100% of the contract price; or

2. Separate performance and payment bonds, each for 50 % or more of the contract price; or
 3. A 20 % cash escrow; or
 4. A 25 % irrevocable letter of credit.
- C. These bonds must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

Contractor Qualifications & Duties

Contractor Responsibility

JHC shall not award any contract until the prospective contractor, i.e., low responsive bidder, or successful offeror, has been determined to be responsible. A responsible bidder/offeror must:

- A. Have adequate financial resources to perform the contract, or the ability to obtain them;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all the bidder's/offeror's existing commercial and governmental business commitments;
- C. Have a satisfactory performance record;
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;
- F. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and,
- G. Be otherwise qualified and eligible to receive an award under applicable laws and regulations, including not be suspended, debarred or under a HUD-imposed LDP.

If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the official contract file, and the prospective contractor shall be advised of the reasons for the determination.

Suspension and Debarment

Contracts shall not be awarded to debarred, suspended, or ineligible contractors. Contractors may be suspended, debarred, or determined to be ineligible by HUD in accordance with HUD regulations (**24 CFR Part 24**) or by other Federal agencies, e.g., Dept of Labor for violation of labor regulations, when necessary to protect housing authorities in their business dealings.

Vendor Lists

All interested businesses shall be given the opportunity to be included on vendor mailing lists. Any lists of persons, firms, or products which are used in the purchase of supplies and services (including construction) shall be kept current and include enough sources to ensure competition.

Contract Pricing Arrangements

Contract Types

Any type of contract which is appropriate to the procurement and which will promote the best interests of the JHC may be used, provided the cost -plus-a-percentage-of-cost and percentage-of-construction-cost methods are not used. All solicitations and contracts shall include the clauses and provisions necessary to define the rights and responsibilities of both the contractor and JHC.

For all cost reimbursement contracts, JHC must include a written determination as to why no other contract type is suitable. Further, the contract must include a ceiling price that the contractor exceeds at its own risk.

Options

Options for additional quantities or performance periods may be included in contracts, provided that:

- A. The option is contained in the solicitation;
- B. The option is a unilateral right of the Commission;
- C. The contract states a limit on the additional quantities and the overall term of the contract;
- D. The options are evaluated as part of the initial competition;
- E. The contract states the period within which the options may be exercised;
- F. The options may be exercised only at the price specified in or reasonably determinable from the contract; and
- G. The options may be exercised only if determined to be more advantageous to JHC than conducting a new procurement.

Contract Clauses

All contracts should identify the contract pricing arrangement as well as other pertinent terms and conditions, as determined by the JHC.

Additionally, the forms HUD-5369, 5369-A, 5369-B, 5369, 5370, 5370-C, and 51915-A, which contain all HUD-required clauses and certifications for contracts of more than \$100,000, as well as any forms/clauses as required by HUD for small purchases, shall be used in all corresponding solicitations and contracts issued by this Commission.

Contract Administration

The JHC shall maintain a system of contract administration designed to ensure that contractors perform in accordance with their contracts. These systems shall provide for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on major projects including construction contracts, and similar matters. For cost-reimbursement contracts, costs are allowable only to the extent that they are consistent with the cost principles in HUD Handbook 2210.18.

Specifications

All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying JHC needs. Specifications shall be reviewed prior to issuing any solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicative items. Function or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

Limitation

The following types of specifications shall be avoided:

- A. geographic restrictions not mandated or encouraged by applicable Federal law (except for A/E contracts, which may include geographic location as a selection factor if adequate competition is available);
- B. brand name specifications (unless the specifications list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use).

Nothing in this procurement policy shall preempt any State licensing laws. Specifications shall be reviewed to ensure that organizational conflicts of interest do not occur.

Appeals & Remedies

It is JHC policy to resolve all contractual issues informally and without litigation. Disputes will not be referred to HUD unless all administrative remedies have been exhausted. When appropriate, a mediator may be used to help resolve differences.

Informal Appeals Procedure

The JHC shall adopt an informal bid protest/appeal procedure for contracts of \$25,000 or less. Under these procedures, the bidder/contractor may request to meet with the appropriate Contract Officer.

Formal Appeals Procedure

A formal appeals procedure shall be established for solicitations/contracts of more than \$25,000.

- A. **Bid Protest.** Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for the receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the contract receives notice of the contract award, or the protest will not be considered. All bid protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant.
- B. **Contractor Claims.** All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the next higher level of Commission in JHC. Contractor claims shall be governed by the Changes clause in the form HUD-5370.

Assistance to Small & Other Businesses

Required Efforts

Consistent with Presidential Executive Orders 11625, 12138, and 12432, and Section 3 of the HUD Act of 1968, all feasible efforts shall be made to ensure that small and minority-owned businesses, women's business enterprises, and other individuals or firms located in or owned in substantial part by persons residing in the area of the JHC project are used when possible. Such efforts shall include, but shall not be limited to:

- A. Including such firms, when qualified, on solicitation mailing lists;
- B. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;

- F. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in **24 CFR Part 135** (so-called Section 3 businesses); and
- G. Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

Goals shall be established periodically for participation by small businesses, minority-owned businesses, women-owned business enterprises, labor surplus area businesses, and Section 3 business concerns in JHC prime contracts and subcontracting opportunities.

Definitions

1. A **small business** is defined as a business that is: independently owned; not dominant in its field of operation; and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in **13 CFR Part 121** should be used to determine business size.
2. A **minority-owned business** is defined as a business which is at least 51% owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans, and Hasidic Jewish Americans.
3. A **women's business enterprise** is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who control and operate the business.
4. A "**Section 3 business concern**" is as defined under **24 CFR Part 135**.
5. A **labor surplus area business** is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in **20 CFR Part 654**, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

Board Approval of Procurement Actions

All contracts or purchases of \$25,000 or more shall be awarded by the Board of Commissioners, and shall involve the following procedures:

- A. Prior to initiating the procedure, the Executive Director shall determine whether sufficient funds exist in the budget for the proposed purchase or contract.

- B. The Executive Director shall present the Board of Commissioners his or her request to procure goods or services in excess of \$25,000, documentation of the financial capacity to procure same, and the specifications of the goods and services requested.
- C. The Board of Commissioners will determine the need to procure the goods or services based on the submitted materials. Among the things the Board of Commissioners will consider are:
 - 1. Whether the specifications are clear and completely describe the essential qualities of the goods or services sought;
 - 2. Whether all the factors that are to be considered in awarding a bid are stated either as a specification or condition of the award, i.e., service, compatibility with existing system, etc.;
 - 3. Any other matters deemed essential by the Board of Commissioners.
- D. Once approved by the Board of Commissioners, the Executive Director may solicit bids as appropriate and defined in this Procurement Policy.

Delegation of Contracting Commission

While the Executive Director is responsible for ensuring that the JHC's procurements comply with this Policy, the Executive Director may delegate all procurement authority as is necessary and appropriate to conduct the Commission's business.

Further, and in accordance with this delegation of authority, the Executive Director shall, where necessary, establish operational procedures (such as a procurement manual or standard operating procedures) to implement this Policy. The Executive Director shall also establish a system of sanctions for violations of the ethical standards described in Section III below, consistent with Federal, State, or local law.

Documentation

The JHC must maintain records sufficient to detail the significant history of each procurement action. These records shall include, but shall not necessarily be limited to, the following:

- A. Rationale for the method of procurement (if not self-evident);
- B. Rationale of contract pricing arrangement (also if not self-evident);
- C. Reason for accepting or rejecting the bids or offers;
- D. Basis for the contract price (as prescribed in this handbook);
- E. A copy of the contract documents awarded or issued and signed by the Contracting Officer;
- F. Basis for contract modifications; and
- G. Related contract administration actions.

The level of documentation should be commensurate with the value of the procurement.

Records are to be retained for a period of three years after final payment and all matters pertaining to the contract are closed.

Disposition of Surplus Property

Property no longer necessary for the JHC's purposes (non-real property) shall be transferred, sold, or disposed of in accordance with applicable Federal, state, and local laws and regulations and in accordance with Jackson Housing Commission's Disposition Policy.

Funding Availability

Before initiating any contract, the JHC shall ensure that there are sufficient funds available to cover the anticipated cost of the contract or modification.

Self-Certification

The JHC self-certifies that this Procurement Policy, and the JHC's procurement system, complies with all applicable Federal regulations and, as such, the JHC is exempt from prior HUD review and approval of individual procurement action.

AMENDMENT I

JACKSON HOUSING COMMISSION

CAPITAL FUND STIMULUS GRANT PROCURMENT POLICY

- (1) Except as provided for within the above noted Notice PIH 2009-12 (HA) as issued by HUD on March 18, 2009, all requirements listed within the current HA procurement policy shall remain in affect for any procurements executed by the HA, with the following exceptions:
 - (a) Any requirements relating to the procurement of goods and services arising under state and local laws and regulations shall not apply to Capital Fund Stimulus Grants; the HA shall instead follow the requirements of Part 85 requirements.
 - (b) The small purchase limit, below which the HA will solicit and receive at least three quotes (advertisement not required) and above which the HA will solicit and receive form bids (advertisement required), shall be \$100,000.
 - (c) The "Buy American requirements of Section 1605 of the Recovery Act" of 2009 shall be included as a part of any solicitation and award pertaining to ARRA monies.
- (2) Consistent with the requirements of the above noted Notice, this Policy shall expire on March 31, 2010 (unless otherwise extended by the Board of the HA).

APPENDIX 1. PROCUREMENT FILE CHECKLIST

The following table lists the types of documentation that generally should be included in the contract file for each procurement. Note, however, that the circumstances of each procurement will dictate the documentation required. For example, an RFP for Property Management Services would not necessarily require a separate cost analysis if there were an ample number of price proposals and the costs (management fees) were within the range established in the ICE. Similarly, for small purchases, the issuance of a purchase order will likely serve as a Notice to Proceed; however, for some very technical services acquired under small purchases, the PHA might want to hold a post-award meeting and then issue a Notice to Proceed. In all, the contract file should contain all significant documentation relating to the specific procurement. Any shaded item would generally not apply for that type of purchase.

Item	Micro Purchase	Small Purchase	Sealed Bid	Competitive Proposals	Non-Competitive Proposals
Pre-Solicitation					
Independent Cost Estimate					
Individual Procurement Plan					
Rationale for Contract Method (if not apparent)					
Rationale for Contract Type (if not apparent)					
Evaluation Plan					
Solicitation					
Sources (mailing lists, advertisements, etc.)					
Solicitation Notice and Amendments					
IFB/RFP					
Notes of Pre-Bid/Proposal Conferences					
IFB/RFP Correspondences					
Record of Bids/RFPs Requested					
Quotes, Bids or Proposals Received					
Justification for Other than Full/Open Competition					

Evaluation					
Bid Opening					
Evaluation Panel Disclosures and Ethics Statement					
Technical Evaluation					
Price Evaluation					
Competitive Range Determinations					
Evaluation Report					
Memo of Negotiation and Selection Decision					
Pre-award Survey and Responsibility Determinations					
Award					
Contract and Award Documents					
Notification to Unsuccessful Bidders					
Appeals (all correspondence)					
Post-Award and Contract Administration					
Insurance and Bonding Requirements					
Records of Post-Award Conferences					
Notice to Proceed					
Contract Modifications and Supporting Documentation					
Receiving Reports					
General Contract Correspondence					
Payment Record/Documentation					
Inspections and Field Reports					
Completion Certificate					

APPENDIX 2. SAMPLE ADVERTISEMENT

The **Jackson Housing Commission (JHC)** invites sealed bids from contractors for the snow removal at **Reed Manor, located 301 Steward Avenue, Jackson, USA, 49201-1132**. The work consists clearing and disposing of snow fall in excess of 6" over a one to three day period in accordance with the written instructions prepared by Commission Maintenance Staff.

Bids are subject to State Law.

Bids will be received until **2:00 P.M.** on **MM/DD/YY** and publicly opened, forthwith at Jackson Housing Commission, Property Management Division, 727 Robin Place, Jackson, USA 56789. General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the Jackson Housing Commission.

A bid package will be available for pick-up from _____ at 301 Steward Avenue after **2:00 p.m., MM/DD/YY**. Cost of plans and specifications is **\$25.00**. Company checks are required.

THE JOB SITE AND/OR EXISTING BUILDING WILL BE AVAILABLE FOR A WALK THROUGH ON MM/DD/YY AT 10:00 A.M. AT REED MANOR, 301 STEWARD AVENUE, JACKSON, MICHIGAN, USA. PROSPECTIVE BIDDERS SHOULD MEET AT THE ABOVE-MENTIONED ADDRESS.

APPENDIX 3. SAMPLE IFB COVER SHEET

IFB Number: _____

Date of Issuance: _____

Sealed bids will be accepted at the Jackson Housing Commission (JHC), until the date and time noted below. Bids will be publicly opened and recorded immediately thereafter in the Commission Board Room at C-Building at the circle drive in Reed Manor, 301 Steward Avenue, Jackson, Michigan, USA, 49201-1132.

Snow Removal at Reed Manor

Pre-Bid Meeting will be held: _____
Date _____ Time _____

Bid Opening: _____
Date _____ Time _____

Point of Contact: (517) 787-9241

Table of Contents:

- A. Bid/Price Form
- B. Specifications/Scope of Work
- C. Instructions to Bidders
- D. Required Certifications
- E. General Contract
- F. Other Attachments

APPENDIX 4. SAMPLE SOLICITATION AMENDMENT

JACKSON HOUSING COMMISSION
301 STEWARD AVENUE
JACKSON, MICHIGAN, USA 49201-1132

1. Amendment number:
2. Issued by:
3. Amendment of solicitation number: _____ dated: _____
4. The hour and date specified for receipt of bids/proposals is _____ is not _____ extended to the following new hour and date:
5. The above-numbered solicitation is amended as set forth below. Bidders/offerors must acknowledge receipt of this amendment prior to the hour and date specified for receipt of bids/proposals, by signing this form below or by completing the acknowledgement on the form titled "Solicitation, Bid/Proposal and Award."
6. Description of amendment:

{Cite specific sections and/or pages of the solicitation that are being amended.}

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.
7. Name and title of signer:

Signature and date:

APPENDIX 5. SAMPLE CONTRACT AWARD

JACKSON HOUSING COMMISSION
301 STEWARD AVENUE
JACKSON, MICHIGAN, USA 49201-1132

1. Contract Number: _____ 2. Effective Date: _____
3. Solicitation Number/ Project Title: _____
4. Name & Address of Contractor: _____
5. Contract Amount: \$ _____
6. Accounting Code: _____
7. Table of Contents:

[X] SECTION

Description	[Pages]	Description	[Pages]
A Contract Award Form	1	F Deliveries for Performance	
B Supply/Services & Prices		G Contract Admin. Data	
C Statement of Work/Specs		H Special Contract Requirements	
D Packaging & Marking		I Contract Clauses	
E Inspection & Acceptance		J List of Attachments	

8. **Award:** Your bid/offer on Solicitation Number _____ including additions or changes made by you, which additions or changes are set forth in full within the sections listed above, is hereby accepted as to the items listed in Section B and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the PHA's solicitation, (b) your bid/offer, and (c) this award document/contract. No further contract document is necessary.

9. Name of Contracting Officer: _____
Signature of Contracting Officer: _____
Date Signed: _____

10. Name/Title of Authorized Signer/Contract Representative:

Signature of Contracting Representative: _____
Date Signed: _____

APPENDIX 6. SAMPLE NOTICE TO UNSUCCESSFUL BIDDERS

(Letterhead)

Re: IFB# _____

1. Receipt of your bid is acknowledged in response to our invitation for bid referenced above.
2. The contract was awarded after competition by sealed bidding to the lowest responsive and responsible bidder. The total amount of the awarded contract was \$_____. The award was made to:

(Insert Bidder Name)

3. Enclosed is the bid bond your company submitted for the above-referenced solicitation.
4. The Jackson Housing Commission appreciates your time and effort in preparing and submitting your bid. We hope that your firm will participate in future solicitations.

Name Contracting Officer

Date

APPENDIX 7. SAMPLE PROCEDURES FOR EVALUATION COMMITTEES (FOR AMOUNTS ABOVE \$25,000)

INTRODUCTION

This document establishes the procedures for the evaluation review process and shall apply to the evaluation of all competitive proposals. The evaluation process must be impartial, consistent and fair.

Establishment of an Evaluation Panel

- A. A committee will be appointed by the Contracting Officer to evaluate technical proposals in accordance with a written evaluation plan. The Contracting Officer may serve as a panel member.
- B. A minimum of three persons (or a larger group having an odd number of designated voting members) must be selected.
- C. A designated chairperson shall be responsible for the deliberations of the committee and other duties as outlined below. The Contracting Officer may serve as Chairperson.
- D. Panel members who have a conflict of interest or relationship, financial or otherwise, or that may be construed as a conflict of interest, must disclose the existence of the conflict and, if necessary, excuse themselves from the panel.

Establishment of a Written Plan

Prior to the issuance of the RFP, a written plan for evaluating technical and cost proposals should be established. However, where practical, the evaluation criteria set forth in the RFP can serve as the written plan for the evaluation.

The evaluation criteria as set forth in the RFP shall be the basis for all evaluations. Factors not specified in the RFP shall not be considered.

Conduct of Evaluation

Prior to a formal meeting to discuss the proposals and evaluations, the Contracting Officer shall provide each evaluator with a copy of each qualified proposal, a rating sheet and a nondisclosure certificate, which must be executed by the panel member and returned to the Chairperson. The rating sheet will list each evaluation criterion and the weights assigned to it, as reflected in the RFP. The rating sheets should require the evaluator to assign both an adjectival rating for each evaluation criterion and a narrative justification to support the ratings given.

The evaluation committee will then meet to discuss the proposals. Initially the proposals should be compared on an individual basis, separately, against the requirements stated in the RFP, not analyzed in comparison with each other. During the evaluation, the committee members should only evaluate the content of the proposals; personal knowledge that is not based on the proposer's written submission, except for relevant past performance information, should not be part of the initial technical evaluation.

The evaluation committee members will perform the following functions: 1) review all of the proposals using as the standard the evaluation criteria as set forth in the RFP; 2) meet to discuss the evaluations, the ratings of each evaluator and the reasons for such ratings; and 3) complete the ratings sheet including both an adjectival and narrative justifications for each proposal submitted.

The chairperson is responsible for collecting the individual rating sheets from each committee member, preparing a summary rating sheet which reflects an overall adjectival rating for each rating criterion, and preparing a formal written report to the Contracting Officer regarding the evaluation committee meeting and discussions (such as the minutes from the evaluation committee meeting). This written report shall rank the proposers and shall describe how the scores were determined. The chairperson shall then forward the individual rating sheets, the summary rating sheet and the written narrative report to the Contracting Officer.

Negotiations

If necessary, negotiations will be conducted with all proposers in the competitive range. The extent of involvement of committee members in these negotiations will be determined by the Contracting Officer. These negotiations will be conducted in accordance with applicable agency policies/procedures.

Disclosure of Information

The evaluators shall not disclose any information included in any of the proposals (such as the names and number of proposers or rating scores) to anyone during the solicitation and evaluation period. Proposers submit proposals in confidence and expect their proposals and proprietary information contained therein to be protected from disclosure to other proposers or individuals. At the appropriate time, the Contracting Officer and/or his designee shall discuss information regarding the solicitation and award.

**APPENDIX 8. CERTIFICATION OF NONDISCLOSURE
(FOR USE IN COMPETITIVE PROPOSALS METHOD OF PROCUREMENT)**

As a condition of serving as an evaluator of offers under _____ *[insert solicitation number or other identification, e.g., task order number]*, I hereby certify that I will:

- (1) Use the information¹ provided to me for the intended evaluation purposes only and will not disclose this information to any individual outside of the evaluation panel, including my supervisor or manager, without the express authorization of the evaluation panel chairperson or the Contracting Officer;
- (2) Not solicit or accept any information other than that provided to me by the evaluation panel chairperson or the Contracting Officer;
- (3) Report to the evaluation panel chairperson or the Contracting Officer any attempt by other parties to obtain from or provide to me any information described in this certification;
- (4) Honor any authorized restrictive legends placed on the information by prospective contractors or subcontractors or by the PHA and apply them to any reproductions or abstracts I may make or order to be made; and,
- (5) Return all copies of the information whether originally provided to me by the HA or made or ordered by me in the course of my evaluation, and any abstract thereof, to the evaluation panel chairperson.

I understand that my unauthorized release of information may result in the termination of my participation in this procurement and/or administrative, civil and criminal penalties. I also understand that this certification will be made part of the source selection record and the official contract file and does not relieve me of the responsibility for any other disclosure or certification required by law, regulation or other directive.

Typed or Printed Name

Signature

Date

¹ Information includes but is not limited to the acquisition strategy, acquisition timeline, source selection criteria, evaluation plan, identity and number of offers, contents of offers, evaluation results and other documentation resulting from the evaluation process.

**APPENDIX 9. SAMPLE CHECKLIST FOR
DETERMINATION OF CONTRACTOR RESPONSIBILITY**

Public Housing Agency Name: _____

Solicitation Number: _____

Contractor Name and Address: _____

Circle all applicable statements:

1. A review of the GSA and HUD websites data dated _____ has been conducted and the contractor does/ does not appear as suspended, debarred or operating under a LDP.
2. The Contractor has/ has not performed satisfactorily on other contract(s) awarded by this PHA.
3. A survey of other agencies and companies doing business with the contractor was performed. Adverse/ no adverse information has been received that would bring the contractor's present responsibility and technical capability into question. List the agencies/companies contacted, dated contacted and person providing information.
4. A review of the Contractor's financial and technical resources indicates/ does not indicate that it is capable of performing the contract. List documentation reviewed.
5. State/local government agencies were contacted, and the contractor does/ does not have a record of any outstanding code violations, improper business practices, or similar history of non-compliance with public policy. List agencies contacted.
6. Other pertinent information received does/ does not affect the Contractor's responsibility. List parties contacted and results of contact (e.g., Better Business Bureau, Business Licenses, Dunn and Bradstreet, other credit agencies).

In accordance with **24 CFR 85.36 (b)(8)**, the contractor is considered to be responsible/ non-responsible and possesses/ does not possess the ability to successfully perform under the terms and conditions of this contract.

Name Contracting Officer Signature _____ Date

APPENDIX 10. SAMPLE LEGAL SERVICES ENGAGEMENT LETTER

The United States Department of HUD urges inclusion of the following provisions into all legal services contracts executed and/or administered by PHAs, unless no federally provided funds will be used to administer the contract.

ADDENDUM TO ENGAGEMENT AGREEMENT

1. The [name of PHA] and [name of legal service individual or firm] Legal Service Personnel (LSP) engaged to provide professional legal services to the PHA in connection with [briefly and precisely describe the nature, scope and limits of the legal services to be provided by the LSP] agree that the provisions of this Addendum to the Engagement Agreement are hereby incorporated into PHA and LSP's engagement agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires PHAs to provide HUD, GAO, or the officers and agents of HUD and GAO, with "full and free" access to all their books, documents, papers and records. See **24 CFR 85.42(e)(1)**.
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP's engagement. Such records constitute "PHA records" and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Engagement Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to **24 CFR Part 24**.

6. Should any part, term, or provision of this Addendum to the Engagement Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

Date: [Enter date]

[Enter name of PHA Exec. Dir.]

[Enter name of LSP key partner]

APPENDIX 11. GUIDELINES FOR CONDUCTING COST ANALYSIS

A cost or price analysis must be performed in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation. An independent estimate must be made before receiving bids or proposals.

- When evaluating competitive proposals;
- When there is a sole source (or non-competitive proposal);
- When after solitcing bids, only one bid is received, the PHA does not have sufficient data on costs to establish price reasonableness (such as prior purchases of similar nature), and the PHA is considering making an award to the sole bidder;
- When negotiating modifications to contracts that impact the price or estimated cost;
- When terminating a contract and the contractor is entitled to payment of reasonable costs incurred as a result of termination; or
- When awarding a cost-reimbursement contract.

The following lists the basic steps in conducting a cost analysis (please refer to chapter 10 for more when a cost analysis is required):

- A. Verify cost and price information, including:
 1. The necessity for, and reasonableness of, the proposed cost;
 2. Technical evaluation or appraisal of the proposed direct cost elements;
 3. Application of audited or pre-negotiated indirect cost rates, direct labor rates, etc.;
- B. Evaluate the effect of the offeror/contractor's current practices on future costs;
- C. Compare costs proposed by the offeror/contractor with the following:
 1. Actual costs previously incurred by the same firm;
 2. Previous cost estimates from the same firm or other firms for the same or similar items;
 3. The methodology to be used to perform the work (are the costs consistent with the technical approach being proposed?);
 4. The independent cost estimate (ICE).
- D. Verify that the offeror/contractor's cost proposal complies with the appropriate cost principles;
- E. Verify that costs are allowable, allocable, and reasonable.

The major categories of costs are:

A. Direct Costs, which include:

1. Direct Labor (personnel)
2. Equipment
3. Supplies
4. Travel and Per Diem
5. Subcontractors
6. Other Direct Costs

Cost Proposal	Cost Principle
For-Profit or commercial organization	FAR Part 31
State or local governments	OMB Circular A-87
Private, non-profit organizations	OMB Circular A-122
Educational institutions	OMB Circular A-21

B. Indirect Costs, which includes:

1. Overhead
2. General and Administrative Expenses
3. Profit (or Fee)

In the process of analyzing costs, profit should be analyzed separately. In analyzing profit, consideration should be given to:

- A. Complexity of the work to be performed;
- B. Contractor's risk in performing the contract;
- C. Contractor's investment in the contracted effort;
- D. Amount of subcontracting;
- E. Contractor's record of past performance; and
- F. Industry profit rates in the general area for similar work.

Remember: The objective is to establish overall cost reasonableness and not individual components.

APPENDIX 12. SAMPLE NOTICE TO PROCEED

PHA NAME: _____

DATE: _____

To: Contractor name and address

Re: Contract Number

Project name/description

A. NOTICE TO PROCEED

Pursuant to the terms of the above contract, you are hereby notified to commence work at the start of business on **(date)**. The time for completion, including the starting day, as established by the contract, is **(date)**.

It is the responsibility of the contractor to meet the schedule as set forth and in accordance with the terms and conditions of the contract. Failure to comply with the schedule will result in the enforcement of the liquidated damages stated in the contract.

Please note carefully and fulfill the requirements of the contract regarding the submittal and approval of Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance.

The contractor shall also contact the PHA in writing within three days prior to mobilization on the project to enable the PHA to coordinate this work with others.

The contractor shall within ten days after receipt of this notice send to the PHA copies of all required permits for work to be performed under this contract. Failure to comply with these instructions shall constitute a breach of contract.

Your cooperation on this construction to its conclusion is of the utmost importance to the PHA.

Sincerely,

Contracting Officer

cc: Contract File
Other PHA Files

APPENDIX 13. SAMPLE CONTRACT MODIFICATION

1. Modification Number: _____

2. Effective Date: _____

3. Contract Number: _____ Dated: _____

4. This Modification Modifies The Contract As Described Below:

This Change Order Is Issued Pursuant To:

(Cite Contract Clause) _____

The Contract Is Modified To Reflect The Following Administrative Changes
(E.G., Changes In Payment Office)

This Supplemental Agreement Is Entered Into Pursuant

To:

(Cite Contract Clause Or Mutual Agreement Of The Parties)

Other (Specify Type Of Modification And Commission):

5. The contractor ___[is] or ___[is not] required to sign this document and return _____
copies to the Contracting Officer.

6. Description Of Modification: (Include Section, Clause, Page Number, And Subject
Matter)

Except As Provided Herein, All Terms And Conditions Of The Contract Remain
Unchanged And In Full Force And Effect.

7. Name And Title Of Signer: _____

Date: _____

8. Name And Title Of Contracting Officer: _____

Date: _____

APPENDIX 14. INTERGOVERNMENTAL AGREEMENT FOR SUPPLEMENTAL COMMUNITY POLICING SERVICES

A. General

This Agreement, between the Jackson Housing Commission (JHC) and the Jackson Police Department, is for the purpose of providing supplemental community policing services at Chalet Terrace a 126-unit (inclusive of 26 scattered sites) mixed family and elderly property owned and managed by the JHC. This Agreement is made pursuant to the Commission in **24 CFR 85.36** [and any other applicable law or regulation].

B. Services

In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. This agreement does not affect the normal, baseline services provided to the JHC through its Cooperation Agreement with the City of Jackson .
2. This community policing program will consist of the assignment of (the equivalent of) one full-time police officer to Turner Towers.
3. To the extent practical, the hours of the community policing program will be from 11:00 a.m. to 7:00 p.m., Monday-Friday. However, the days and times may change based on the needs of the property, as authorized by the Housing Manager.
4. To the extent possible, and to allow for continuity, the JPD will try to maintain regularity in the personnel assigned to this program.
5. The primary emphasis of the program will be on crime prevention and youth intervention.

C. Compensation

For the services rendered, the JHC will compensate the JPD an amount equal to \$49,400 annually. This amount covers all costs associated with the assignment of the equivalent of one full-time officer. It includes, for example, the cost of the officer's vehicle.

D. Invoicing and Payment

The GPD shall invoice the JHC monthly. The invoice should include a listing of the hours worked, by personnel, and along with a summary of monthly activities. Invoices should be sent to:

Housing Manager
Chalet Terrace

316 Barberry Drive
Jackson, MI 49203

The JHC will process invoices within two weeks of receipt.

E. Term

The parties may bilaterally modify this Agreement in writing at anytime.

This agreement shall be in effect for one year, from _____ (date) until _____ (date).

Either party may withdraw from this Agreement at any time upon written notice to the other party with 30 days notice.

IN WITNESS WHEREOF, the parties to this Memorandum have caused their names to be affixed hereto by their proper officers this _____ day of _____ 20____.

Jackson Housing Commission

By _____

City of Jackson Police Department

Attest: _____

By: _____

APPENDIX 15. DISADVANTAGED BUSINESS ENTERPRISE RESOURCE LIST

- **Small Business Development Centers (SBDC)**

SBDC provide businesses with management, marketing and financial counseling. The centers assist in the development of business and marketing plans, improving business ownership skills, financial analysis of businesses, accessing specialized services including export and government marketing and other business management needs.

- **Women's Business Centers (WBC)**

Each women's business center provides assistance and/or training in finance, management, marketing, procurement and the internet, as well as addressing specialized topics such as home-based businesses corporate executive downsizing and welfare-to-work. All provide individual business counseling and access to the SBA's programs and services; a number of centers are also intermediaries for the SBA's MicroLoan and Loan Prequalification programs. Each WBC tailors its programs to the needs of its constituency; many offer programs and counseling in two or more languages.

- **Minority Business Development Centers (MBDC)**

The MBDC's provide business development services to aid in the creation, expansion and preservation of minority-owned businesses. It is MBDC's largest client services program and is structured to cover areas that contain approximately 80% of the country's minorities.

- **Native American Business Development Centers**

The Minority Business Development Agency established the Native American Program (NAP) to address the special problems of the Native American firms and individuals interested in entering, maintaining, or expanding their efforts in the competitive marketplace.

- To view a list of over 800 Trade Associations and similar organizations, visit the HUD OSDBU website at: www.HUD.gov/offices/OSDBU
- To locate local SBA District/Field offices, SBDC and other resources, visit SBA's website at: www.SBA.gov/regions/states.html
- To locate local MBDA regional offices, MBDCs and other resources, visit MBDA's website at: www.MBDA.gov
- The SBA, DOD, the Office of Management & Budget and GSA created an integrated database of small businesses called Central Contractor Registration (CCR). CCR can provide you with listings of small businesses that offer the products and services that you procure. Visit www.ccr.gov

- To facilitate searches for small businesses in particular industries, refer to the North American Industry Classification System (NAICS). Visit the website at: <http://naics.com>
- To assist you in advertising your contracting opportunities, include your upcoming contracting requirements in MBDA's "Opportunity Database" called Phoenix. Phoenix matches MBE's with contracts and other business opportunities via e-mail at: www.MBDA.gov

JACKSON HOUSING COMMISSION
JACKSON, MI

The following Resolution was introduced by _____, for considered:

RESOLUTION NO. 2013-34

WHEREAS, the Jackson Housing Commission (JHC) is seeking health insurance and requires the current Board's consent; and

WHEREAS, the HUD Detroit Field Office ruled the last procurement of health care was done incorrectly; and

THEREFORE BE IT RESOLVED THAT the JHC wishes to procure health insurance again per HUD's direction.

Commissioner _____ **MOVED** to adopt foregoing Resolution as introduced.

Commissioner _____ **SUPPORTED** the motion and, upon roll call the "AYES" and "NAYS" were as follows:

AYES:

NAYS:

ABSTAIN:

ABSENT:

_____ declared the motion carried and the Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission on July 17, 2013.

Connie Crandall, PHM
Interim Executive Director



U.S. Department of Housing and Urban Development

Detroit Field Office
Office of Public Housing
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592
Tel. (313) 226-7900 FAX (313) 226-6160

JUN 17 2013

Ms. Michelle L. Pultz-Orthaus
President
Jackson Housing Commission
161 W Michigan Ave - 14th floor
Jackson, MI 49201



Dear Ms. Pultz-Orthaus,

SUBJECT: Procurement of Health Care Insurance

The Detroit Office of Public Housing received the proposed award of the Jackson Housing Commission's (JHC) healthcare contract to JFP. You were advised by this office on June 5, 2013, that due to pending legal matters between your employer (the City of Jackson) and the JHC, that our position was that you would need to recuse yourself from any and all matters that dealt with City and the Housing Commission. If you participated in any matters between the City and the Housing Commission, these actions would create a conflict of interest under 24 CFR Part 85.36 (3) which states:

Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the following has a financial interest in the firm selected for the award:

- (i) The employee, officer or agent.*
- (ii) Any member of his immediate family,*
- (iii) His or her partner, or*
- (iv) An organization which employs, or is about to employ, any of the above.*

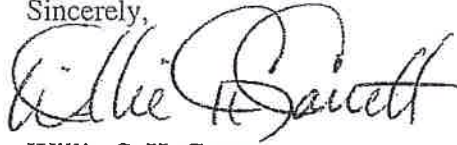
By the City's own admission in the temporary restraining order (TRO) the JHC switching health insurance providers would cause financial harm. Therefore, the City has a financial interest in the firm selected for the award. As an employee of an organization with a financial interest in the award, you should not be involved in the selection, award, or administration of the contract.

On June 6, 2013, you actively participated and voted in special meetings which awarded the JHC's healthcare services plan to JFP under the City of Jackson's health care plan. As a result of the conflict of interest caused by this involvement, we cannot establish that the JHC had a true quorum when voting to accept the healthcare bid from JFP.

The JHC's Board of Commission is advised to adhere to Michigan Public Act 18, Section 125.655, Section 15, and re-vote on the bids received by the JHC for the healthcare request for proposal (RFP). The JHC must ensure that it follows its procurement policy when selecting an

awardee. Once an awardee is selected, the Commission must submit all documents used to procure and select an awardee to our office for review. Our office will not release any HUD funds to cover this expenditure until the necessary supporting documentation is received. If you have any questions or concerns, please contact Willie C. H. Garrett at (313) 234-7461.

Sincerely,

A handwritten signature in cursive script that reads "Willie C. H. Garrett". The signature is written in black ink and is positioned to the right of the word "Sincerely,".

Willie C. H. Garrett
Director
Office of Public Housing

cc:

Ms. Arlene Robinson
Commissioner
159 Randolph St.
Jackson, MI 49202

Mr. James M. Stark
Commissioner
786 Bloomfield Blvd.
Jackson, MI 49203

Ms. Patricia Davis-Dye
Commissioner
1221 Laurel Lane
Jackson, MI 49203

Mr. Gerald Montgomery
Commissioner
341 Hill Street
Jackson, MI 49203

JACKSON HOUSING COMMISSION
Jackson, MI

The following Resolution was introduced by President Robinson, read in full and considered:

RESOLUTION NO. 2013-35

WHEREAS, the Interim Executive Director has the authority to promote employees based on their experience, performance and qualifications;

WHEREAS, the current Reed Manor Asset Manager has put in her two weeks' notice;

THEREFORE BE IT RESOLVED THAT Daphney Sullivan be promoted to Housing Manager at Reed Manor with a salary increase equal to Step 1 of the Commission's Merit Compensation Schedule; and to recommend the salary increase to City Council for approval.

Commissioner _____ **MOVED** to adopt the foregoing Resolution as introduced and read.
Commissioner _____ **SUPPORTED** the motion, and, upon roll call the "AYES" and "NAYS" were as follows:

AYES:
NAYS:
ABSTAIN:
ABSENT:

_____ declared the motion carried and the Resolution adopted.

I hereby certify that the above Resolution was adopted at a Regular Meeting of the Jackson Housing Commission held July 17, 2013.

Connie Crandall, PHM
Interim Executive Director

Jackson Housing Commission		PERFORMANCE EVALUATION PROGRAM						
Resolution No. 2001-37 4% Step		Appendix 2						
Resolution No. 2005-13 3% MAX		MERIT COMPENSATION SCHEDULE						
Position	Comp Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
01 Executive Director	17	\$ 59,220.00	\$ 61,588.80	\$ 64,052.35	\$ 66,614.45	\$ 69,279.02	\$ 72,050.18	\$ 74,932.19
02 Assistant Director	15	\$ 55,380.00	\$ 57,595.20	\$ 59,899.01	\$ 62,294.97	\$ 64,786.77	\$ 67,378.24	\$ 70,073.37
03 Director, Public Housing Programs	11	\$ 35,000.00	\$ 36,400.00	\$ 37,856.00	\$ 39,370.24	\$ 40,945.05	\$ 42,582.85	\$ 44,286.17
04 Director, Section 8 Programs	11	\$ 35,000.00	\$ 36,400.00	\$ 37,856.00	\$ 39,370.24	\$ 40,945.05	\$ 42,582.85	\$ 44,286.17
05 Administrative Assistant	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
06 Comptroller	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
07 Senior Housing Manager	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
08 Section 8 Programs Coordinator	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
09 Housing Manager	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
12 Executive Secretary	8	\$ 25,970.00	\$ 27,008.80	\$ 28,089.15	\$ 29,212.72	\$ 30,381.23	\$ 31,596.48	\$ 32,860.33
13 Cashier	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
14 Administrative Accounts Specialist	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
15 Tenants Accounts Specialist	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
16 Housing Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
17 Clerk-Typist	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 23,397.17	\$ 24,333.06	\$ 25,306.38
ADMINISTRATION/MANAGEMENT								
16 Director, Family Services Programs	11	\$ 35,002.00	\$ 36,402.08	\$ 37,858.16	\$ 39,372.49	\$ 40,947.39	\$ 42,585.28	\$ 44,288.70
17 Family Services Coordinator	9	\$ 28,588.00	\$ 29,731.52	\$ 30,920.78	\$ 32,157.61	\$ 33,443.92	\$ 34,781.67	\$ 36,172.94
18 Family Services Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
FAMILY SERVICES								
19 Maintenance Supervisor	10	\$ 31,500.00	\$ 32,760.00	\$ 34,070.40	\$ 35,433.22	\$ 36,850.54	\$ 38,324.57	\$ 39,857.55
20 Senior Maintenance Team Leader	9	\$ 28,590.00	\$ 29,733.60	\$ 30,922.94	\$ 32,159.86	\$ 33,446.26	\$ 34,784.11	\$ 36,175.47
21 PHA Housing Inspector	8	\$ 25,970.00	\$ 27,008.80	\$ 28,089.15	\$ 29,212.72	\$ 30,381.23	\$ 31,596.48	\$ 32,860.33
22 Maintenance Team Leader	307	\$ 23,320.00	\$ 24,252.80	\$ 25,222.91	\$ 26,231.83	\$ 27,281.10	\$ 28,372.35	\$ 29,507.24
23 Maintenance Worker	305	\$ 22,500.00	\$ 23,400.00	\$ 24,336.00	\$ 25,309.44	\$ 26,321.82	\$ 27,374.69	\$ 28,469.68
24 Maintenance Aide	303	\$ 21,430.00	\$ 22,287.20	\$ 23,178.69	\$ 24,105.84	\$ 25,070.07	\$ 26,072.87	\$ 27,115.79
25 Custodian	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 23,397.17	\$ 24,333.06	\$ 25,306.38
26 Groundskeeper	301	\$ 20,000.00	\$ 20,800.00	\$ 21,632.00	\$ 22,497.28	\$ 23,397.17	\$ 24,333.06	\$ 25,306.38
MAINTENANCE								

*

Leasing and HAP Utilization

CY 13

Month	HAP Funded	Total HAP & URP	HAP Utilization	UIML	Avg PUC	% Leased	UMA	Fraud Recovery	Interest Income	Excess/(Deficiency)	NRA Available
Balance Forward											57,628
January	195,834	213,813	109.2%	478	447.31	100.6%	475	1,061	52	(17,979)	40,205
February	207,481	209,642	101.0%	474	442.28	100.0%	475	140	59	(2,161)	38,143
March	207,481	206,704	99.6%	468	441.68	98.5%	475	90	49	777	38,989
April	218,698	205,698	94.0%	462	445.23	97.3%	475	90	38	13,000	52,053
May	193,169	207,056	107.2%	463	447.21	97.5%	475	90	35	(13,887)	38,228
June	194,173	205,072	105.6%	459	446.78	96.6%	475	90	27	(10,899)	27,387
July											
August											
September											
October											
November											
December											
	1,216,836	1,247,985	102.8%	2804	445.08	98.4%	2850	1,561	260	(31,149)	

Jackson Housing Commission
Report of Tenants Accounts Receivable (TARs)
 Public Housing - June 2013
 Project: 001 - Chalet Terrace

A. Basic Identification Data

3. Total Units Available: 128 5. Fiscal Year Beginning: 04/01/2013 6. Report Period Ending Date: 06/30/2013

B. Charges to Tenants

1. No. of Units Occupied by TIP on the Last Day of this Reporting Period: 128 2. Total Charges: 27,301.50 3. Dwelling Rental: 23,632.75 4. Retroactive Rent: -31.00 5. Excess Utility: 707.50 6. Additional Charges: 2,992.25

C. Receivables

Tenants in Possession (TIP)	No. of Accounts Delinquent	Accounts Receivable				Amounts Delinquent
		Dwelling Rental	Retroactive Rent	Excess Utility	Additional Charges	
One Month or Less Delinquent	13	358.81	0.00	34.88	727.67	1,121.36
Over One Month Delinquent	48	3,757.80	422.00	424.20	6,800.56	11,404.56
Total for TIP	61					12,525.92
Vacated TAR	2					442.95
Total	63					12,968.87

D. TARs

Tenants Accounts Receivable	No. of Accounts	Balances
Under Formal Repayment Agreement	20	4,560.42
Under Formal Repayment Agreement with Payments Up-to-Date	20	4,560.42
Excluding Amounts Covered by Formal Up-to-Date Repayment Agreements	41	7,965.50

E. Percentage Analysis

Tenants in Possession (TIP) Accounts Receivable	Current Reporting Period (end date)	Prior FY (one year to date)	Previous FY (two years to date)
	06/30/2013	06/30/2012	06/30/2011
1. Percent of Accounts Delinquent to No. of Tenants In Possession	48	41	62
5. Percent of Amount Delinquent (excluding amounts covered by formal up-to-date repayment agreement) to Total Charges	29	23	40

F. Collection Losses

1. Amount Charged to Loss this Period 0.00
 2. Amount Charged to Loss this Year to Date 1,003.13

Jackson Housing Commission
Report of Tenants Accounts Receivable (TARs)
 Public Housing - June 2013
 Project: 002 - Reed Manor

A. Basic Identification Data

3. Total Units Available: 292 5. Fiscal Year Beginning: 04/01/2013 6. Report Period Ending Date: 06/30/2013

B. Charges to Tenants

1. No. of Units Occupied by TIP on the Last Day of this Reporting Period: 289 2. Total Charges: 51,929.75 3. Dwelling Rental: 49,732.65 4. Retroactive Rent: 163.00 5. Excess Utility: 943.00 6. Additional Charges: 1,091.10

C. Receivables

Tenants in Possession (TIP)	No. of Accounts Delinquent	Accounts Receivable				Amounts Delinquent
		Dwelling Rental	Retroactive Rent	Excess Utility	Additional Charges	
One Month or Less Delinquent	10	7.00	0.00	0.00	994.00	1,001.00
Over One Month Delinquent	36	2,216.31	2,886.25	39.75	2,825.90	7,968.21
Total for TIP	46					8,969.21
Vacated TAR	6					1,659.50
Total	52					10,628.71

D. TARs

Tenants Accounts Receivable	No. of Accounts	Balances
Under Formal Repayment Agreement	18	2,535.01
Under Formal Repayment Agreement with Payments Up-to-Date	18	2,535.01
Excluding Amounts Covered by Formal Up-to-Date Repayment Agreements	28	6,434.20

E. Percentage Analysis

Tenants in Possession (TIP) Accounts Receivable	Current Reporting Period (end date)	Prior FY (one year to date)	Previous FY (two years to date)
	06/30/2013	06/30/2012	06/30/2011
1. Percent of Accounts Delinquent to No. of Tenants In Possession	16	14	20
5. Percent of Amount Delinquent (excluding amounts covered by formal up-to-date repayment agreement) to Total Charges	12	6	8

F. Collection Losses

1. Amount Charged to Loss this Period	2,894.34
2. Amount Charged to Loss this Year to Date	9,105.01

Jackson Housing Commission
Report of Tenants Accounts Receivable (TARs)
Public Housing - June 2013
Project: 003 - Shahan-Blackstone

A. Basic Identification Data

3. Total Units Available: 120 5. Fiscal Year Beginning: 04/01/2013 6. Report Period Ending Date: 06/30/2013

B. Charges to Tenants

1. No. of Units Occupied by TIP on the Last Day of this Reporting Period: 118 2. Total Charges: 9,733.05 3. Dwelling Rental: 7,485.00 4. Retroactive Rent: 300.00 5. Excess Utility: 0.00 6. Additional Charges: 1,948.05

C. Receivables

Tenants in Possession (TIP)	No. of Accounts Delinquent	Accounts Receivable				Amounts Delinquent
		Dwelling Rental	Retroactive Rent	Excess Utility	Additional Charges	
One Month or Less Delinquent	8	16.00	0.00	0.00	732.35	748.35
Over One Month Delinquent	22	-107.00	271.00	0.00	3,462.38	3,626.38
Total for TIP	30					4,374.73
Vacated TAR	5					1,218.48
Total	35					5,593.21

D. TARs

Tenants Accounts Receivable	No. of Accounts	Balances
Under Formal Repayment Agreement	13	2,757.71
Under Formal Repayment Agreement with Payments Up-to-Date	13	2,757.71
Excluding Amounts Covered by Formal Up-to-Date Repayment Agreements	17	1,617.02

E. Percentage Analysis

Tenants in Possession (TIP) Accounts Receivable	Current Reporting Period (end date)	Prior FY (one year to date)	Previous FY (two years to date)
	06/30/2013	06/30/2012	06/30/2011
1. Percent of Accounts Delinquent to No. of Tenants in Possession	25	31	31
5. Percent of Amount Delinquent (excluding amounts covered by formal up-to-date repayment agreement) to Total Charges	17	27	24

F. Collection Losses

1. Amount Charged to Loss this Period	0.00
2. Amount Charged to Loss this Year to Date	519.50

Jackson Housing Commission
Report of Tenants Accounts Receivable (TARs)
 Public Housing - June 2013
 Project: ALL - Summary

A. Basic Identification Data

3. Total Units Available: 540 5. Fiscal Year Beginning: 04/01/2013 6. Report Period Ending Date: 06/30/2013

B. Charges to Tenants

1. No. of Units Occupied by TIP on the Last Day of this Reporting Period: 535 2. Total Charges: 88,964.30 3. Dwelling Rental: 80,850.40 4. Retroactive Rent: 432.00 5. Excess Utility: 1,650.50 6. Additional Charges: 6,031.40

C. Receivables

Tenants in Possession (TIP)	No. of Accounts Delinquent	Accounts Receivable				Amounts Delinquent
		Dwelling Rental	Retroactive Rent	Excess Utility	Additional Charges	
One Month or Less Delinquent	31	381.81	0.00	34.88	2,454.02	2,870.71
Over One Month Delinquent	106	5,867.11	3,579.25	463.95	13,088.84	22,999.15
Total for TIP	137					25,869.86
Vacated TAR	13					3,320.93
Total	150					29,190.79

D. TARs

Tenants Accounts Receivable	No. of Accounts	Balances
Under Formal Repayment Agreement	51	9,853.14
Under Formal Repayment Agreement with Payments Up-to-Date	51	9,853.14
Excluding Amounts Covered by Formal Up-to-Date Repayment Agreements	86	16,016.72

E. Percentage Analysis

Tenants in Possession (TIP) Accounts Receivable	Current Reporting Period (end date)	Prior FY (one year to date)	Previous FY (two years to date)
	06/30/2013	06/30/2012	06/30/2011
1. Percent of Accounts Delinquent to No. of Tenants In Possession	26	24	32
5. Percent of Amount Delinquent (excluding amounts covered by formal up-to-date repayment agreement) to Total Charges	18	14	20

F. Collection Losses

1. Amount Charged to Loss this Period	2,894.34
2. Amount Charged to Loss this Year to Date	10,627.64

Jackson Housing Commission

Consolidated TARS Report

June, 2013

Category	Chalet		Reed		Shahan		Totals	
	Terrace		Manor		Blackstone			
Total Rents	126		292		122		540	
Rents Collected	117	93%	283	97%	117	96%	517	96%
Vacant Units	0	0%	3	1%	2	2%	5	1%
Notices to Vacate	3		5		0		8	
14 Day Notices	31		30		14		75	
Court Filings	6		1		3		10	

Move-Outs Report

June 2012

Account Number	Address	Reason
	<i>Chalet Terrace</i>	
None		
	<i>Reed Manor</i>	
P-002-3305-10	301 Steward Ave. F-6	Voluntary
P-002-4466-11	315 Steward Ave. I-53	Evicted
	<i>Shahan</i>	
P-003-5500-13	146 Shahan Drive	Voluntary
P-003-5507-11	132 Shahan Drive	Voluntary
P-003-5512-03	122 Shahan Drive	Voluntary
P-003-5526-12	103 Shahan Drive	Evicted
P-003-7612-03	310 Madison	Under Notice
P-003-7623-05	341 W. Monroe	Voluntary

Jackson Housing Commission
PHAS - Vacant Unit Turnaround Time

Public Housing
for Units Re-Occupied between: 06/01/2013 and 06/30/2013

Prj-Unit	Street	Apt #	Vacated	Issued to Maintenance	Down-Time Days	Maintenance Completed	Make-Ready Days	Re-Occupied	Lease-Up Days	Vacancy Days	Capital Funds	Exempt Days		
												Down Time	Make Ready	Lease Up
002-4447	315 Steward Avenue	I-34	05/28/2013	05/29/2013	0	06/07/2013	10	06/14/2013	6	16	0	0	0	0
002-3285	301 Steward Ave	E-12	05/30/2013	05/31/2013	0	06/14/2013	15	06/19/2013	4	19	0	0	0	0
003-5524	107 Shahan Drive		05/31/2013	06/03/2013	2	06/06/2013	4	06/07/2013	0	6	0	0	0	0
003-5526	103 Shahan Drive		06/05/2013	06/05/2013	0	06/14/2013	8	06/14/2013	0	8	0	0	0	0
003-7623	341 W. Monroe		06/18/2013	06/18/2013	0	06/24/2013	5	06/24/2013	0	5	0	0	0	0
003-5512	122 Shahan Drive		06/18/2013	06/25/2013	6	06/27/2013	3	06/28/2013	0	9	0	0	0	0
Total Units:	6				8		45		10	63	0	0	0	0

Jackson Housing Commission
PHAS - Vacant Unit Turnaround Time

Public Housing
for Units Re-Occupied between: 06/01/2013 and 06/30/2013

Element # - Description	Value
V12400 - Total number of turnaround days:	63
V12500 - Total number of vacancy days exempted for Capital Funds:	0
V12600 - Total number of vacancy days exempted for other reasons:	0
V12700 - Total number of vacant units turned around:	6
V12800 - Average number of days units were in down time:	1.33
V12900 - Average number of days units were in make-ready:	7.50
V13000 - Average number of days units were in lease-up:	1.67
V13100 - Average unit turnaround days:	10.50

Jackson Housing Authority
Variance Explanations
June 2013 Financials

CHALET TERRACE

This AMP had a loss of \$12,578 for the month of June. The primary factor for the loss is PILOT was paid during the month of June.

REED MANOR

This AMP had a loss of \$20,345 for the month of June. The primary factor for the loss is PILOT was paid during the month of June.

SHAHAN BLACKSTON

This AMP had a loss of \$14,368 for the month of June. The contributing factors for the loss is the 80% decrease in Operating Subsidy received for the month and PILOT was paid.

SECTION 8

This AMP had a loss of \$10,760 for the month of June. The contributing factor for the loss is due to the reduction in Housing Assistance Vouchers Income received.

COCC

The COCC had a loss of \$4,383 for the month of June. The primary factor contributing to the loss is Employee Benefits paid exceeded budget by \$8,516.

Jackson Housing Commission

Reed Manor

Income Statement

Month Ending June 30, 2013

	Monthly Totals	Monthly Budget	Monthly Budget Variance Fav (Unfav)	Year To Date Actual	Year To Date Budget	YTD Budget Variance Fav (Unfav)
Income						
Dwelling Rent	47,406	44,458	2,948	148,701	133,375	15,326
Operating Subsidy	8,830	43,750	(34,920)	132,649	131,250	1,399
Other Income	5,097	2,833	2,264	11,041	8,500	2,541
Operating Income	61,333	91,042	(29,708)	292,391	273,125	19,266
Operating Expense						
Administrative Expense						
Administrative Salaries	3,871	4,951	1,079	12,370	14,852	2,482
Employee Benefits- Admin	6,614	2,444	(4,170)	21,811	7,333	(14,478)
Administrative Expense	747	417	(330)	4,385	1,250	(3,135)
Audit Fees		192	192	-	575	575
Bookkeeping Fees		542	542	1,084	1,626	542
City Administrative Fees		833	833	-	2,500	2,500
Legal Expense		417	417	984	1,250	266
Management Fees	13,844	22,125	8,281	58,094	66,375	8,281
Office Supplies		558	558	7,048	1,675	(5,373)
Retirees Health Insurance		347	347	-	1,040	1,040
Staff Training		458	458	-	1,375	1,375
Telecommunications		625	625	-	1,875	1,875
Total Administrative Expense	25,076	33,909	8,833	105,776	101,726	(4,050)
Maintenance Expense						
Maintenance Salaries	12,195	14,672	2,477	37,494	44,016	6,522
Employee Benefits - Maintenance	9,555	6,271	(3,284)	33,256	18,814	(14,443)
Maintenance Contracts	1,537	3,750	2,213	25,516	11,250	(14,266)
Maintenance Materials	1,274	3,333	2,060	9,020	10,000	980
Security Contracts		375	375	7,548	1,125	(6,423)
Total Maintenance Expense	24,561	28,401	3,840	112,834	85,204	(27,629)
Tenant Services						
Tenant Services Participation			-	-	-	-
Contract Costs		1,250	1,250	-	3,750	3,750
Lifestart Grant			-	-	-	-
Total Tenant Services	-	1,250	1,250	-	3,750	3,750
Utilities & General Expenses						
Electric		13,333	13,333	35,668	40,000	4,332
Gas		3,750	3,750	20,519	11,250	(9,269)
Insurance	3,925	1,833	(2,092)	14,723	5,500	(9,223)
Payments in Lieu of Taxes	28,116	2,429	(25,687)	32,499	7,288	(25,212)
Water & Sewer - Chalet Terrace		4,750	4,750	7,880	14,250	6,370
Total Utilities	32,041	26,096	(5,945)	111,290	78,288	(33,002)
TOTAL Operating Expense	81,678	89,656	7,978	329,899	268,968	(60,931)
NET INCOME (LOSS)	(20,345)	1,386	(21,731)	(37,509)	4,157	(41,666)

Jackson Housing Commission

Chalet Terrace

Income Statement
Month Ending June 30, 2013

	Monthly Totals	Monthly Budget	Monthly Budget Variance Fav (Unfav)	Year To Date Actual	Year To Date Budget	YTD Budget Variance Fav (Unfav)
Income						
Dwelling Rent	23,479	22,456	1,024	68,045	67,367	678
Operating Subsidy	8,255	42,925	(34,670)	95,292	128,775	(33,483)
Other Income	2,256	1,250	1,006	7,686	3,750	3,936
Operating Income	33,991	66,631	(32,640)	171,023	199,892	(28,869)
Operating Expense						
Administrative Expense						
Administrative Salaries	2,761	8,138	5,377	7,857	24,413	16,556
Employee Benefits- Admin	3,964	3,751	(212)	13,064	11,254	(1,810)
Administrative Expense	747	792	45	6,404	2,375	(4,029)
Audit Fees		188	188	-	563	563
Bookkeeping Fees		542	542	1,084	1,625	541
City Administrative Fees		833	833	-	2,500	2,500
Legal Expense		250	250	642	750	108
Management Fees	5,974	9,525	3,551	25,024	28,575	3,551
Office Supplies		329	329	1,690	988	(702)
Retirees Health Insurance	2,528	2,101	(427)	7,823	6,302	(1,521)
Staff Training		658	658	-	1,975	1,975
Telecommunications		642	642	-	1,925	1,925
Total Administrative Expense	15,973	27,748	11,775	63,586	83,244	19,658
Maintenance Expense						
Maintenance Salaries	6,921	6,525	(395)	23,622	19,576	(4,045)
Employee Benefits - Maintenance	8,899	3,514	(5,385)	26,559	10,543	(16,016)
Maintenance Contracts	629	4,583	3,954	14,594	13,750	(844)
Maintenance Materials	544	3,333	2,789	3,594	10,000	6,406
Security Contracts		375	375	-	1,125	1,125
Total Maintenance Expense	16,993	18,332	1,339	68,369	54,995	(13,374)
Tenant Services						
Tenant Services Participation		-	-	-	-	-
Contract Costs		1,667	1,667	-	5,000	5,000
Lifestart Grant		-	-	-	-	-
Total Tenant Services	-	1,667	1,667	-	5,000	5,000
Utilities & General Expenses						
Electric		5,833	5,833	15,704	17,500	1,796
Gas		3,667	3,667	22,380	11,000	(11,380)
Insurance	3,539	1,833	(1,705)	12,454	5,500	(6,954)
Payments in Lieu of Taxes	10,065	1,192	(8,873)	12,148	3,575	(8,573)
Water & Sewer - Chalet Terrace		4,167	4,167	1,070	12,500	11,430
Total Utilities	13,603	16,692	3,088	63,756	50,075	(13,681)
TOTAL Operating Expense	46,569	64,438	17,869	195,712	193,314	(2,398)
NET INCOME (LOSS)	(12,578)	2,193	(14,771)	(24,689)	6,578	(31,267)

Jackson Housing Commission

Shahan Blackstone

Income Statement
Month Ending June 30, 2013

	Monthly Totals	Monthly Budget	Monthly Budget Variance Fav (Unfav)	Year To Date Actual	Year To Date Budget	YTD Budget Variance Fav (Unfav)
Income						
Dwelling Rent	10,294	9,296	998	30,501	27,888	2,613
Operating Subsidy	7,489	37,917	(30,428)	81,366	113,750	(32,384)
Other Income	3,091	1,333	1,758	5,672	4,000	1,672
Operating Income	20,874	48,546	(27,672)	117,539	145,638	(28,098)
Operating Expense						
Administrative Expense						
Administrative Salaries	1,870	5,584	3,715	6,429	16,753	10,325
Employee Benefits- Admin	3,378	3,613	235	11,231	10,839	(392)
Administrative Expense	747	750	3	3,013	2,250	(763)
Audit Fees		167	167	-	500	500
Bookkeeping Fees		542	542	1,084	1,625	541
City Administrative Fees		-	-	-	-	-
Legal Expense		83	83	503	250	(253)
Management Fees	5,784	9,167	3,383	24,118	27,500	3,382
Office Supplies		517	517	1,095	1,550	455
Retirees Health Insurance	392	1,463	1,071	1,176	4,389	3,213
Staff Training		83	83	-	250	250
Telecommunications		625	625	-	1,875	1,875
Total Administrative Expense	12,171	22,594	10,423	48,649	67,781	19,133
Maintenance Expense						
Maintenance Salaries	5,947	6,468	521	21,074	19,405	(1,669)
Employee Benefits - Maintenance	8,735	3,500	(5,236)	24,780	10,499	(14,281)
Maintenance Contracts		2,500	2,500	6,936	7,500	564
Maintenance Materials	527	2,500	1,973	2,926	7,500	4,574
Security Contracts		375	375	-	1,125	1,125
Total Maintenance Expense	15,209	15,343	134	55,717	46,029	(9,688)
Tenant Services						
Tenant Services Participation			-	-	-	-
Contract Costs		833	833	-	2,500	2,500
Lifestart Grant			-	-	-	-
Total Tenant Services	-	833	833	-	2,500	2,500
Utilities & General Expenses						
Electric		333	333	1,855	1,000	(855)
Gas		167	167	414	500	86
Insurance	3,799	1,833	(1,966)	12,677	5,500	(7,177)
Payments in Lieu of Taxes	4,062	963	(3,100)	5,846	2,888	(2,958)
Water & Sewer - Chalet Terrace		4,000	4,000	11,290	12,000	710
Total Utilities	7,861	7,296	(565)	32,081	21,888	(10,194)
TOTAL Operating Expense	35,242	46,066	10,824	136,447	138,198	1,751
NET INCOME (LOSS)	(14,368)	2,480	(16,848)	(18,908)	7,439	(26,347)

Jackson Housing Commission

Section 8 Voucher Program

Income Statement

Month Ending June 30, 2013

	Monthly Totals	Percentage Of Total	YTD Total	YTD Percentage Of Total
Income				
Housing Assistance Revenue	194,173	91%	606,040	92%
Administrative Fees	18,088	9%	53,683	8%
Port-In HAP	151	0%	806	0%
Port-In Admin	39	0%	164	0%
Fraud Recovery	90	0%	270	0%
Interest Income	27	0%	100	0%
Other Income	-	0%	-	0%
Operating Income	212,568	100%	661,063	100%
Operating Expense				
Administrative Expense				
Administrative Salaries	5,147	27%	15,569	25%
Employee Benefits - Admin	5,950	32%	19,147	30%
Audit Fees	-	0%	-	0%
Certification Training	-	0%	-	0%
Inspection Expense	2,089	11%	7,172	11%
Insurance	1,929	10%	7,536	12%
Legal	-	0%	-	0%
Management Fee	3,000	16%	9,000	14%
Office Supplies	-	0%	1,362	2%
Postage	-	0%	-	0%
Staff Travel	-	0%	-	0%
Sundry	766	4%	3,170	5%
Telecommunications	-	0%	-	0%
Total Administrative Expense	18,881	100%	62,956	100%
General Expense				
Housing Assisted Payments	204,447	100%	616,797	100%
Total General Expense	204,447	100%	616,797	100%
TOTAL Operating Expense	223,328	105%	679,753	99%
NET INCOME (LOSS)	(10,760)	-5%	(18,690)	1%

Jackson Housing Commission
Central Office (COCC)
Income Statement
Month Ending June 30, 2013

	Monthly Totals	Monthly Budget	Monthly Budget Variance Fav (Unfav)	Year To Date Actual	Year To Date Budget	YTD Budget Variance Fav (Unfav)
Income						
Management Fee	25,601	43,817	(18,215)	113,235	131,450	(18,215)
Interest Income			-	71	-	71
Other Income	-	833	(833)	2,071	2,500	(429)
Operating Income	<u>25,601</u>	<u>44,650</u>	<u>(19,049)</u>	<u>115,377</u>	<u>133,950</u>	<u>(18,573)</u>
Operating Expense						
Administrative Expense						
Administrative Salaries	11,204	20,590	9,386	44,622	61,771	17,149
Employee Benefits- Admin	15,728	7,213	(8,516)	58,213	21,638	(36,575)
Accounting Fees		2,350	2,350	2,375	7,050	4,675
Administrative Expense	152	250	98	2,306	750	(1,556)
Audit Fees		333	333	-	1,000	1,000
Insurance	2,293	417	(1,877)	8,401	1,250	(7,151)
Legal Expense		500	500	2,308	1,500	(808)
Membership and Dues		125	125	-	375	375
Office Supplies	19	250	231	2,846	750	(2,096)
Postage		100	100	-	300	300
Staff Travel		250	250	812	750	(62)
Sundry	587	417	(171)	2,315	1,250	(1,065)
Telecommunications		417	417	-	1,250	1,250
Total Administrative Expense	<u>29,985</u>	<u>33,211</u>	<u>3,227</u>	<u>124,197</u>	<u>99,633</u>	<u>(24,564)</u>
TOTAL Operating Expense	<u>29,985</u>	<u>33,211</u>	<u>3,227</u>	<u>124,197</u>	<u>99,633</u>	<u>(24,564)</u>
NET INCOME (LOSS)	<u>(4,383)</u>	<u>11,439</u>	<u>(15,822)</u>	<u>(8,820)</u>	<u>34,317</u>	<u>(43,136)</u>

**MAINTENANCE EMERGENCY RESPONSE REPORT
JUNE 2013**

DATE COMPLETE	DV/PJ	ACTIVITY	TENANT	STAFF
06/01	10:30a-10:35a	RM Lockout	A. King	Walker
06/01	01:15p-02:35p	SBN Leak under kit sink	E. Barker	Oakley
06/03	11:20p-12:50a	SBN Broken window, brick thrown through	D. Corleon	Oakley
06/04	06:02p-07:02p	CT Water heater leaking called T&L plumbing	D. Williams	Oakley
06/08	12:35a-12:35a	RM Lockout	T. Wood	AKS
06/08	07:30p-08:00p	CT Keys to house stolen (police report) changed locks	K. Christner	Davis
06/11	04:25p-04:35p	RM Lockout	P. Rivera	Walker
06/15	11:15p-12:00a	RM Kitchen sink clogged	B. Bufford	Jackman
06/20	07:30p-10:00p	RM Water leak in ceiling	M. Parker	Jackman
06/21	09:45p-11:30p	SBN Refrigerator not working	J. Smith	Young
06/22	02:00p-02:05p	RM Lockout	G. Ball	Walker
06/22	03:15p-04:00p	RM Water leaking from ceiling into heat lamp	N. Swank	Young
06/22	06:30p-07:30p	CT Smoke alarm keeps going off	S. Fitzgerald	Young
06/23	04:00p-04:05p	RM Lockout	R. Lupp	Walker
06/23	04:45p-04:50p	RM Lockout	T. Shuberg	Walker
06/23	10:30p-11:00p	RM Woman fell in apt, ambulance called	L. Wolff	Young
06/26	10:00p-10:05p	RM Lockout	A. Fields	Walker
06/27	02:15a-03:30a	CT Smoke alarm will not shut off	M. Forbes	Young
06/27	04:50p-04:58p	RM Lockout	S. Johnson	Walker
06/28	02:30a-03:30a	CT Water leaking water heater from apt next door	P. Taylor	Young
06/28	08:50p-08:55p	RM Lockout	P. Joplin	Walker
06/29	10:15p-10:45p	CT No water to unit	S. Worthey	Jackman
06/30	05:05p-05:07p	RM Lockout	A. Bilal	AKS
06/30	06:15p-10:30p	RM Water Leak	M. Stovall	Jackman

Utility Cost and Consumption Report

Chalet Terrace (AMP 1)

MONTH	ELECTRICITY KW HOURS CONSUMP	NET BILL	GAS MCF CONSUMP	NET BILL	WATER CCF CONSUMP	WATER BILL	SEWER BILL	TOTAL WATER BILL	TOTAL MONTHLY UTILITY 2012
Jan-13	59,409	\$ 6,294.37	1,303.80	\$ 9,551.06				\$ -	\$ 15,845.43
Jan-12	55,760	\$ 6,061.65	1,031.30	\$ 9,100.71				\$ -	\$ 15,162.36
Feb-13	53,055	\$ 5,806.43	1,066.60	\$ 7,920.98	1,883	\$ 6,695.97	\$ 4,088.20	\$ 10,784.17	\$ 24,511.58
Feb-12	55,561	\$ 5,868.09	1,130.60	\$ 9,951.85	1,593	\$ 5,648.12	\$ 3,575.96	\$ 9,224.08	\$ 25,044.02
Mar-13	41,806	\$ 4,478.49	1,111.20	\$ 8,157.34	Storm fee	\$ 60.00		\$ 60.00	\$ 12,695.83
Mar-12	52,157	\$ 5,531.50	1,056.40	\$ 9,327.00	212	\$ 652.60	\$ 423.74	\$ 1,076.34	\$ 15,934.84
Apr-13	51,257	\$ 5,761.21	1,053.80	\$ 9,044.24				\$ -	\$ 14,805.45
Apr-12	48,873	\$ 5,245.13	575.50	\$ 4,328.48				\$ -	\$ 9,573.61
May-13	46,660	\$ 5,463.87	580.00	\$ 5,178.56				\$ -	\$ 10,642.43
May-12	41,692	\$ 4,623.97	489.60	\$ 3,682.36				\$ -	\$ 8,306.33
Jun-13								\$ -	\$ -
Jun-12								\$ -	\$ -
Jul-13								\$ -	\$ -
Jul-12								\$ -	\$ -
Aug-13								\$ -	\$ -
Aug-12								\$ -	\$ -
Sep-13								\$ -	\$ -
Sep-12								\$ -	\$ -
Oct-13								\$ -	\$ -
Oct-12								\$ -	\$ -
Nov-13								\$ -	\$ -
Nov-12								\$ -	\$ -
Dec-13								\$ -	\$ -
Dec-12								\$ -	\$ -
2013	252,187.00	\$ 27,804.37	5,115.40	\$ 39,852.18	1,883.00	6,755.97	4,088.20	\$ 10,844.17	\$ 78,500.72
2012	254,043.00	\$ 27,330.34	4,283.40	\$ 36,390.40	1,805.00	6,300.72	3,999.70	\$ 10,300.42	\$ 74,021.16

Utility Cost and Consumption Report

Reed Manor (AMP 2)

MONTH	ELECTRICITY		NET		GAS		NET		WATER		WATER		SEWER		TOTAL		TOTAL				
	KW HOURS	CONSUMP	NET	BILL	MCF	CONSUMP	NET	BILL	CCF	CONSUMP	WATER	BILL	WATER	BILL	WATER	BILL	WATER	BILL	TOTAL	MONTHLY	UTILITY 2012
Jan-13	123,360	\$	12,846.49	\$	934.6	934.6	\$	6,785.05	1,461	\$	2,988.19	\$	1,884.75	\$	4,872.94	\$	24,504.48	\$			
Jan-12	128,240	\$	13,134.58	\$	921.7	921.7	\$	8,124.17	1,164	\$	3,084.13	\$	1,990.65	\$	5,074.78	\$	26,333.53	\$			
Feb-13	121,560	\$	12,706.02	\$	1,135.3	1,135.3	\$	8,372.26	835	\$	2,278.50	\$	1,926.75	\$	4,205.25	\$	25,283.53	\$			
Feb-12	104,040	\$	11,205.88	\$	978.5	978.5	\$	8,605.97	979	\$	2,473.29	\$	1,644.83	\$	4,118.12	\$	23,929.97	\$			
Mar-13	107,320	\$	11,491.28	\$	1,076.8	1,076.8	\$	7,885.59	771	\$	2,241.60	\$	1,432.99	\$	3,674.59	\$	23,051.46	\$			
Mar-12	114,160	\$	11,669.51	\$	871.0	871.0	\$	7,679.57	987	\$	2,585.93	\$	1,663.90	\$	4,249.83	\$	23,598.91	\$			
Apr-13	120,240	\$	12,866.37	\$	866.1	866.1	\$	7,442.63								\$	20,309.00	\$			
Apr-12	95,920	\$	10,220.10	\$	477.2	477.2	\$	3,567.85								\$	13,787.95	\$			
May-13	97,760	\$	11,310.19	\$	570.7	570.7	\$	5,191.14								\$	16,501.33	\$			
May-12	90,720	\$	9,757.22	\$	446.2	446.2	\$	3,340.64								\$	13,097.86	\$			
Jun-13																\$		\$			
Jun-12																\$		\$			
Jul-13																\$		\$			
Jul-12																\$		\$			
Aug-13																\$		\$			
Aug-12																\$		\$			
Sep-13																\$		\$			
Sep-12																\$		\$			
Oct-13																\$		\$			
Oct-12																\$		\$			
Nov-13																\$		\$			
Nov-12																\$		\$			
Dec-13																\$		\$			
Dec-12																\$		\$			
2013	570,240	\$	61,220.35	\$	4,583.50	4,583.50	\$	35,676.67	3,067.00	\$	7,508.29	\$	5,244.49	\$	12,752.78	\$	109,649.80	\$			
2012	533,080	\$	55,987.29	\$	3,694.60	3,694.60	\$	31,318.20	3,130	\$	8,143.35	\$	5,299.38	\$	13,442.73	\$	100,748.22	\$			

Utility Cost and Consumption Report

Shahan-Blackstone North Apartments (AMP 3)

MONTH	ELECTRICITY KW HOURS CONSUMP	GAS		WATER		SEWER BILL	TOTAL WATER BILL	TOTAL MONTHLY UTILITY 2012
		NET BILL	MCF CONSUMP	WATER CCF CONSUMP	WATER BILL			
Jan-13	2,574	\$ 381.06	62.1	2,327	\$ 7,746.23	\$ 4,638.86	\$ 12,385.09	\$ 13,288.49
Jan-12	2,349	\$ 344.18	53.4	3,043	\$ 9,175.46	\$ 5,563.52	\$ 14,738.98	\$ 15,580.45
Feb-13	4,896	\$ 630.55	57.4	Storm Fee	\$ 283.10		\$ 283.10	\$ 1,376.24
Feb-12	1,967	\$ 347.46	43.9	Storm Fee	\$ 305.75		\$ 305.75	\$ 1,163.73
Mar-13	9,930	\$ 1,196.19	56.6				\$ -	\$ 1,609.16
Mar-12	1,937	\$ 293.79	39.9				\$ -	\$ 682.09
Apr-13	990	\$ 169.23	49.3	2,092	\$ 7,056.53	\$ 3,950.17	\$ 11,006.70	\$ 11,602.28
Apr-12	1,928	\$ 310.76	22.5	2,357	\$ 7,573.62	\$ 4,617.12	\$ 12,190.74	\$ 12,698.82
May-13	3	\$ 0.63	0.1				\$ -	\$ 1.81
May-12	1,267	\$ 253.93	9.0				\$ -	\$ 401.72
Jun-13							\$ -	\$ -
Jun-12							\$ -	\$ -
Jul-13							\$ -	\$ -
Jul-12							\$ -	\$ -
Aug-13							\$ -	\$ -
Aug-12							\$ -	\$ -
Sep-13							\$ -	\$ -
Sep-12							\$ -	\$ -
Oct-13							\$ -	\$ -
Oct-12							\$ -	\$ -
Nov-13							\$ -	\$ -
Nov-12							\$ -	\$ -
Dec-13							\$ -	\$ -
Dec-12							\$ -	\$ -
2013	18,393	\$ 2,377.66	225.50	4,419	15,085.86	\$ 8,589.03	\$ 23,674.89	\$ 27,877.98
2012	9,448	\$ 1,550.12	168.70	5,400	17,054.83	\$ 10,180.64	\$ 27,235.47	\$ 30,526.81

Utility Cost and Consumption Report

All Amps

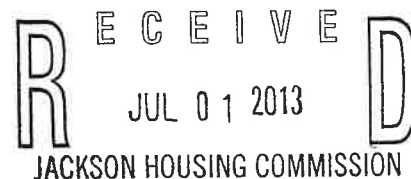
MONTH	ELECTRICITY KW HOURS CONSUMP	NET		GAS		WATER		WATER		SEWER		NET		TOTAL MONTHLY UTILITY 2012
		BILL	CONSUMP	MCF	CONSUMP	CCF	CONSUMP	BILL	CONSUMP	BILL	CONSUMP	BILL	CONSUMP	
Jan-13	185,343	\$ 19,521.92	2,301	3,788	\$ 16,858.45	\$ 10,734.42	6,523.61	\$ 17,258.03	\$ 53,638.40					
Jan-12	186,349	\$ 19,540.41	2,006	4,207	\$ 17,722.17	\$ 12,259.59	7,554.17	\$ 19,813.76	\$ 57,076.34					
Feb-13	179,511	\$ 19,143.00	2,259	2,718	\$ 16,755.83	\$ 9,257.57	6,014.95	\$ 15,272.52	\$ 51,171.35					
Feb-12	161,568	\$ 17,421.43	2,153	2,572	\$ 19,068.34	\$ 8,427.16	5,220.79	\$ 13,647.95	\$ 50,137.72					
Mar-13	159,056	\$ 17,165.96	2,245	771	\$ 16,455.90	\$ 2,301.60	1,432.99	\$ 3,734.59	\$ 37,356.45					
Mar-12	168,254	\$ 17,494.80	1,967	1,199	\$ 17,394.87	\$ 3,238.53	2,087.64	\$ 5,326.17	\$ 40,215.84					
Apr-13	172,487	\$ 18,796.81	1,969	2,092	\$ 16,913.22	\$ 7,056.53	3,950.17	\$ 11,006.70	\$ 46,716.73					
Apr-12	146,721	\$ 15,775.99	1,075	2,357	\$ 8,093.65	\$ 7,573.62	4,617.12	\$ 12,190.74	\$ 36,060.38					
May-13	144,423	\$ 16,774.69	1,151	-	\$ 10,370.88	\$ -	-	\$ -	\$ 27,145.57					
May-12	133,679	\$ 14,635.12	945	-	\$ 7,170.79	\$ -	-	\$ -	\$ 21,805.91					
Jun-13	0	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Jun-12	0	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Jul-13	0	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Jul-12	0	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Aug-13	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Aug-12	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Sep-13	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Sep-12	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Oct-13	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Oct-12	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Nov-13	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Nov-12	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Dec-13	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
Dec-12	-	\$ -	-	-	\$ -	\$ -	-	\$ -	\$ -					
2013	840,820	\$ 91,402.38	9,924	9,369	\$ 77,354.28	29,350.12	17,921.72	\$ 47,271.84	\$ 216,028.50					
2012	796,571	\$ 84,867.75	8,147	10,335	\$ 69,449.82	31,498.90	19,479.72	\$ 50,978.62	\$ 205,296.19					



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

ASSISTANT SECRETARY FOR
PUBLIC AND INDIAN HOUSING

June 20, 2013



Ms. Kimberly D. Truman, PHM, SHM
Interim Executive Director
Jackson Housing Commission
301 Steward Avenue
Jackson, MI 49201-1132

Dear Ms. Truman:

The Office of Public and Indian Housing Real Estate Assessment Center (REAC) has reviewed the Public Housing Assessment System (PHAS) waiver request from the Jackson Housing Commission (JHC) MI038, received April 26, 2013. The JHC is requesting a waiver of its audited financial submission due date in order to receive an additional 60 days to submit its audited financial information for the fiscal year end (FYE) March 31, 2012.

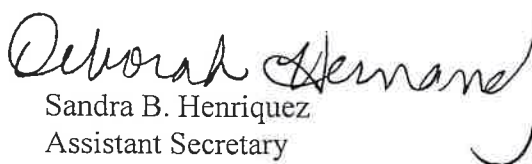
The JHC contends that its independent auditor and the fee accountant failed to properly communicate as to who was responsible for the final submission of the audited financial data to REAC.

Pursuant to 24 CFR 5.110, the waiver request has been denied. The reasons for failing to submit the audited financial data by the due date were not unusual or beyond the JHC's control, and should have been mitigated timely. The Detroit Office of Public Housing received a hard-copy of the JHC's audit on September 4, 2012. The draft on-line audited submission to REAC began on September 6, 2012, and the IPA Agreement was in secure systems on December 28, 2012, which was before the submission due date. Accordingly, the JHC had ample time to complete the submission process from September 6, 2012 to December 31, 2012.

The Uniform Financial Reporting Standards (UFRS) rule, 24 CFR Part 5, Subpart H, requires that audited financial data be submitted to the Department no later than nine months after the FYE. The JHC's management must be cognizant of its financial operations and performance, and its responsibility for monitoring the progress of the audit.

Should you have any questions, please contact Judy Wojciechowski, Acting Program Manager, Integrated Assessment System, at (202) 475-7907.

Sincerely,

for 
Sandra B. Henriquez
Assistant Secretary

Katie Dickerson

From: Jim Ward <wardenergyllc@comcast.net>
Sent: Monday, July 01, 2013 2:20 PM
To: Katie Dickerson
Subject: Natural gas pricing report
Attachments: Jackson housing.xlsx

Hi Katie,

Here's a report that shows our performance versus Consumers Energy for the last year. As you can see we saved the housing commission a substantial amount of money.

I know we are a little under water now but I'm sure we will do just as well this upcoming winter. Prices are going down nicely with the cooler summer we are having and with natural gas in storage approaching the 5 year average after the cold winter.

I also saw this note today and thought I would share it with you

Consumers Energy - \$22 MILLION Under-Recovery. This amount will be rolled into their GCR price for the remainder of the existing program year in order for them to recoup this major loss. Expect to see Consumers rates to rise significantly in the coming months.

So not only are we seeing market prices go down we will now see Consumers energy prices go up. Soon it will be an excellent time to lock in a price for the winter.

Let me know if you have any questions.

James J. Ward

Owner/President
Ward Energy LLC.
P 313-319-1822