



Growing Communities One Family At A Time
For More Than 70 Years

**AGENDA FOR
BOARD MEETING**
of the
HUNTSVILLE HOUSING AUTHORITY
June 21st, 2021
12:00 P.M.

Delmonize Smith, Ph.D.
Chairman

James Bolte
Vice Chairman

Leon D. Fountain
Commissioner

Delvin L. Sullivan
Commissioner

Shaquila Willie
Commissioner

Antonio McGinnis, Sr.
Executive Director/CEO

REGULAR MEETING

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES: May 17th 2021

OLD BUSINESS

NEW BUSINESS

FINANCIAL SERVICES

- 1) Act on Resolution Authorizing the Executive Director to enter into a Contract Agreement with Mr. Rooter for Plumbing Services Authority Wide.
- 2) Act on Resolution Authorizing the Executive Director to enter into a contract agreement with Cowart Construction for unit repairs at Johnson Towers, Butler Terrace, and LR Patton.
- 3) Act on Resolution Authorizing the Executive Director to amend the agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the sponsor for the Sponsor Based Special Needs Assistance Program Grant.
- 4) Act on Resolution Approving Quarterly Charge-Offs for Period Ending June 30, 2021.
- 5) Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into Memorandum of Understanding with Huntsville Utilities for Partnership and Participation in the Uplift Pilot Program.
- 6) Presentation of Cares Act Funding for Period Ended May 31, 2021.

ASSISTED HOUSING

- 1) Act on Resolution Approving Revised Payment Standards for the Housing Choice Voucher Program.
- 2) Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Memorandum of Understanding with the City of Huntsville Community Development (Continuum of Care)



EXECUTIVE DIRECTOR/CEO COMMENTS

PUBLIC COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT

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Growing Communities One Family At A Time

MINUTES OF THE REGULAR MEETING OF THE
BOARD OF COMMISSIONERS OF
HUNTSVILLE HOUSING AUTHORITY

Meeting live streamed on the HHA website

Delmonize Smith, Ph.D.
Chairman

James Bolte
Vice Chairman

Leon D. Fountain
Commissioner

Delvin L. Sullivan
Commissioner

Shaquila Willie
Commissioner

Antonio McGinnis, Sr.
Executive Director/CEO

MEETING MINUTES
MAY 17, 2021

ROLL CALL

PRESENT

Chairman Delmonize Smith
Vice Chairman James Bolte
Commissioner Delvin Sullivan
Commissioner Dick Fountain
Commissioner Shaquila Willie

ABSENT

Chairman Smith declared a quorum present

Also present were the following:

Antonio McGinnis, Sr., Executive Director/CEO; Carol Jones, Director of Human Resources; Paula Bingham, Director of Assisted Housing; Teresa Wade, Director of Finance/CFO; Michael Norment, Development/Maintenance Manager; Terry Boyd, Director of Public Housing Operations; Lindsay Pollard, Section 3; Neil Andrew, Information Technology Specialist; Ashley Jones, Attorney; Kenneth Anderson, Director Multicultural Affairs, City of Huntsville; Terica Pope, Superintendent of Housing Operations; Jacqueline Egjubo, Senior Administrative Assistant, HR; Carol Skiles, FSS Graduate; Camisia Denson, FSS Coordinator; Felicia Beaulieu, Executive Assistant.

APPROVAL OF MINUTES:

A motion was made to accept the minutes as presented from the Regular Board meeting held on April 19, 2021. The vote was called and it was unanimous. Upon affirmative vote, the Chairman declared the said motion carried.

OLD BUSINESS N/A

NEW BUSINESS

Financial Services

1. Act on Resolution Authorizing the Executive Director/CEO Contracting Officer to extend the Sale and Purchasing Agreement with FHH,LLC until December 31, 20221 for the Purchase of the Pollard Circle Parcel.
2. Presentation of Cumulative Low-Income Housing Finance Report for the Period Ended March 31, 2021.

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HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners' Meeting Agenda Item Control Document

Date May 5, 2021

HHA Staff Representative: Teresa Wade-Chase, Director of Finance/CFO

Department: Financial Services

Board of Commissioners' Meeting (Date): May 17, 2021, at 12:00 p.m. at 212 Seminole Dr., SW, Huntsville, Alabama 35805

Board Agenda Item(s):

1. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to extend the Sale and Purchasing Agreement with FHH, LLC. until December 31, 2021 for the Purchase of the Pollard Circle Parcel.
2. Presentation of Cumulative Low-Income Housing Finance Report for the Period Ended March 31, 2021.

Date/Time/Place of Board of Commissioners' Committee Meeting: Tuesday, May 11, 2021, at 4:30 p.m. at 212 Seminole Dr., SW, Huntsville, Alabama 35805

Approved by: Antonio L. McGinnis / May 13 2021
Antonio McGinnis, Sr. Date
Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Dr. Delmonize Smith, Chairman Date: 5/11/2021

HHA Board Committee Member: James Bolte, Vice Chairman Date: 05/11/2021

Teresa Wade Date: May 13 2021
HHA Staff Member: _____

Huntsville Housing Authority

REQUEST FOR BOARD ACTION

ACT ON RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO EXTEND THE SALE AND PURCHASE AGREEMENT WITH FHH LLC FOR THE PURCHASE OF THE POLLARD CIRCLE PROPERTY

May 17, 2021

INTRODUCTION

Huntsville Housing Authority (HHA) has previously executed a Purchase Agreement with FHH following approval from the Board of Commissioners on October 8, 2020. Subsequent to the execution of the Agreement, FHH has requested an extension of their due diligence period and canceled the previous Agreement.

PURPOSE/OBJECTIVE

The purpose of this action is to execute a Sales Agreement with FHH that will replace the first, for the purchase of our Pollard Circle property. This Agreement will reflect the extension of the due diligence period from June 1, 2021 to December 31, 2021. The Closing Date will be December 31, 2021. FHH has requested this extension as the environmental report indicates that additional testing is necessary. Additionally, COVID has slowed their due diligence efforts as well.

JUSTIFICATION/DESCRIPTION

HHA has determined that it has no foreseeable use for the subject property and that selling it is in the best interest of the Authority.

ECONOMIC IMPACT

FHH has offered to purchase the property for a total price of \$3,250,000.00. \$3,000,000.00 of this amount represents the purchase price and the remaining \$250,000.00 will be earmarked for use by HHA for our recently designated EnVision Center located at 2900 Fairbanks Street.

ATTACHMENTS

Real Estate Sale and Purchase Agreement.

Huntsville Housing Authority

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends approval of the Sale and Purchase Agreement with FHH LLC.

Antonio L. McGinnis

Antonio McGinnis, Sr.
Executive Director/CEO

May 13 2021

Date

Teresa Wade

Teresa Wade-Chase
Interim Deputy Executive Director

May 13 2021

Date

ACTION TAKEN: _____

STATE OF ALABAMA }
 }
COUNTY OF MADISON }

FIRST AMENDMENT TO
REAL ESTATE SALE AND PURCHASE AGREEMENT

FOR AND IN CONSIDERATION of (a) the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, this day in hand paid to HUNTSVILLE HOUSING AUTHORITY ("Seller") and FHH LLC, a Delaware limited liability company (the "Purchaser"), (b) the mutual agreements, covenants, provisions and terms set forth herein and (c) other good and valuable consideration, the receipt and sufficiency of all of which is hereby expressly acknowledged by Seller and by Purchaser, and intending to be legally bound hereby, Seller and Purchaser hereby further amend and modify that certain Real Estate Sale and Purchase Agreement by and between HUNTSVILLE HOUSING AUTHORITY ("Seller") and FHH LLC, a Delaware limited liability company (the "Purchaser") dated as of March 23, 2021 (the "Agreement") for the sale and purchase of that certain real property commonly known as 0 Holmes Avenue, in the City of Huntsville , County of Madison, State of Alabama (the "Property") as follows:

- A. By deleting the first subparagraph of Paragraph 6. on page 2 thereof, and inserting in lieu thereof the following new subparagraph:

"Due Diligence Period/Property Eyaluations. For and in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) this day in hand paid to Seller by Purchaser (which is independent consideration for the rights granted in this Paragraph 6., which is non-refundable in any event, and which is separate and not a part of any of the Deposit), during the period (a) commencing on the Effective Date hereof, and (b) ending on July 31, 2021, inclusive, (the "Due Diligence Period"), Purchaser shall have the privilege of going upon the Property with its agents or engineers as needed to conduct Purchaser's Due Diligence regarding the Property. As used in this Paragraph 6., "Due Diligence" shall mean any and all examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations with respect to the Property by Purchaser, and other information and documents regarding the Property compiled by Purchaser, including, without limitation, examination and review of title matters, entitlements and other development rights, any land use and zoning laws applicable to the Property and other laws applicable to the Property and the physical condition of the Property (collectively the "Property Evaluations"), provided said Due Diligence and Property Evaluations do not affect the marketability and/or safety of the Property."

- B. By deleting the Paragraph 7. on page 3 thereof, and inserting in lieu thereof the following new Paragraph:

"Closing. The closing of the sale and purchase of the Property (the "Closing") shall be held at the offices of the Escrow Agent on a business day which is mutually agreeable to Seller and Purchaser within the period of time (a) beginning on the Effective Date hereof, and (b) ending on December 31, 2021 inclusive, (the "Closing Date"), unless otherwise mutually agreed by the Parties hereto. The Parties may affect a "virtual" Closing via pdf, facsimile or other electronic transmission of signature pages and other required Closing deliveries; provided, that, the deliveries contemplated by Paragraph 8. and Paragraph 9. hereof have been delivered to the offices of Escrow Agent at or prior to the Closing, to be held in escrow pending Closing."

Seller and Purchaser further agree and covenant that the Agreement, as amended and modified hereby, be, and the same is hereby, ratified and confirmed in all respects.

IN WITNESS WHEREOF, Seller and Purchaser have caused these presents to be executed and effective as of the ____ day of _____, 2021.

Witness

Huntsville Housing Authority,
a _____ corporation,
Seller

Antonio L. McGinnis

By: _____

Antonio L. McGinnis
as its Executive Director

Witness

Witness

FHH LLC,
a Delaware limited liability company,
Purchaser

Witness

By: _____

Mitchell B. Rutter,
as its Co-Managing Member

Huntsville Housing Authority

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO EXTEND THE SALE AND PURCHASE AGREEMENT WITH FHH LLC FOR THE PURCHASE OF THE POLLARD CIRCLE PROPERTY

RESOLUTION NO. 2021-21

WHEREAS, the Huntsville Housing Authority (HHA) has previously executed a Purchase Agreement with FHH following approval from the Board of Commissioners on October 8, 2020; and

WHEREAS, subsequent to the execution of the Agreement, FHH has requested an extension of their due diligence period and canceled the previous Agreement. FHH has requested this extension as the environmental report indicates that additional testing is necessary and COVID has slowed their due diligence efforts as well; and

WHEREAS, FHH will purchase the Pollard Circle property for a total price of \$3,250,000.00. \$3,000,000.00 of this amount represents the purchase price and the remaining \$250,000.00 will be earmarked for use by HHA for our recently designated EnVision Center located at 2900 Fairbanks Street. The Closing Date will be December 31, 2021; and

WHEREAS, HHA has no foreseeable use for the land and has determined selling it is in the best interest of the Authority.

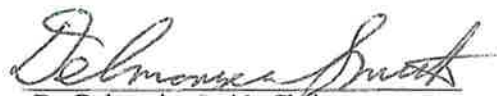
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is authorized to execute a Sale and Purchase Agreement with FHH LLC for the purchase of our Pollard Circle property.

ADOPTED THIS 17th DAY OF MAY, 2021

SEAL

Attest:


Antonio McGinnis, Sr., Secretary


Dr. Delmonize Smith, Chairperson

a) Discussion on Resolution 2021-21

There was a discussion on Resolution 2021-21, including discussion by Commissioner Bolte and Attorney Jones about any additional environmental testing on the property. After the discussion, Commissioner Bolte moved the Resolution be adopted, Commissioner Fountain seconded the motion.

The ayes and nays were as follows:

AYES

NAYS

ABSTAIN

Vice Chairman James Bolte
Commissioner Delvin Sullivan
Commissioner Leon Fountain
Commissioner Shaquila Willie

Chairman Smith thereupon declared the said Resolution adopted this 17th day of May 2021.

EXECUTIVE DIRECTOR /CEO COMMENTS

Mr. McGinnis invited Director Bingham to introduce Ms. Carol Skiles who told her success story with HHA FSS program. She shared her story for about 10 minutes and several of the Commissioners were touched by her story and thanked her for sharing and invited her to call on them at anytime should she need more assistance.

Mr. McGinnis also invited Director Jones to speak. She shared good news that HR is working with several of our partners to provide assistance to students while they are in virtual school. There are 27 Child Care Workers assisting the Agency. Because of additional funds from "Cares" the current program is extended to May 28th 2021. Director Jones also shared that the new hire, Mr. Quinton Nixon has taken the Home Ownership Coordinator position with the Agency.

PUBLIC COMMENT

Chairman Smith noted that there were no public comments.

COMMISSIONER COMMENTS

Chairman Smith discussed that given the recent public health guidance from federal, state, and local authorities related to the COVID pandemic, and after consultation and agreement with the management of Huntsville Housing Authority, the Commission is now meeting face to face; and Chairman Smith added his hope that circumstances do not change and that in person meetings will continue. After discussion of all Commissioners, the Board also decided that its open Preliminary Board Meetings are no longer necessary, and the Board feels it can conduct all its work at its Regular Board Meetings. The Board can always reconsider or set special meetings if needed.

ADJOURNMENT

12:32 PM

There being no further business to come before the Commission, the meeting was adjourned at 12:32 pm

Antonio McGinnis Sr., Secretary

Delmonize Smith PhD - Chairman

HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners' Meeting Agenda Item Control Document

Date, June 10, 2021

HHA Staff Representative: Teresa Wade-Chase, Interim Deputy Executive Director

Department: Financial Services

Board of Commissioners' Meeting (Date): June 21, 2021, at 12:00 p.m.

Board Agenda Item(s):

1. Act on Resolution Authorizing the Executive Director to Enter into a Contract Agreement with Mr. Rooter for Plumbing Services Authority Wide.
2. Act on Resolution Authorizing the Executive Director to Enter into a Contract Agreement with Cowart Construction for Unit Repairs at Johnson Towers, Butler Terrace, and LR Patton.
3. Act on Resolution Authorizing the Executive Director to Renew the agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the sponsor for the Sponsor Based Special Needs Assistance Program Grant.
4. Act on Resolution Approving Quarterly Charge-Offs for Period Ending June 30, 2021.
5. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into Memorandum of Understanding with Huntsville Utilities for Partnership and Participation in the Uplift Pilot Program.
6. Presentation of Cares Act Funding for Period Ended May 31, 2021.

Approved by: Antonio L. McGinnis / Jun 18 2021
Antonio McGinnis, Sr. Date
Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Dr. Delmonize Smith, Chairman Date: 6/21/2021

HHA Board Committee Member: James Bolte, Vice Chairman Date: 6/21/2021

HHA Staff Member: Teresa Wade Date: Jun 18 2021

**HUNTSVILLE HOUSING AUTHORITY
REQUEST FOR BOARD ACTION**

**Act on Resolution Authorizing the Executive Director to Enter into a Contract Agreement with
Mr. Rooter for Plumbing Services Authority Wide**

June 21, 2021

INTRODUCTION

In April 2021, Huntsville Housing Authority (HHA) issued a quotation for small purchases (QSP) for Authority wide plumbing services. These services will be needed as HHA seeks to conduct plumbing repairs at needed properties.

PURPOSE/OBJECTIVE

Joinder/Piggyback contract via the City of Huntsville expired and was not renewed, therefore, HHA issued a QSP to contract these services. The objective is to ensure that the Huntsville Housing Authority is able to provide qualified, licensed, and bonded plumbing repairs when needed Authority Wide.

JUSTIFICATION/DESCRIPTION

Quotes were solicited from multiple plumbing companies. The following and **only** response was received after Procurement issued two Addendum's to extend the submission deadline:

Mr. Rooter:

	<u>Plumber Hourly Rate</u>	<u>Journeyman Hourly Rate</u>	<u>Laborer Hourly Rate</u>
Routine Service Rate	\$90.00	\$90.00	\$45.00
Weekend/Holiday Rate	\$90.00	\$90.00	\$45.00
Emergency Call Out Rate	\$90.00	\$90.00	\$45.00

Parts/Materials Cost Markup Percentage 15% (Less Tax)

Equipment Hourly Rates *If applicable

Backhoe/Mini-Excavator	\$90.00	Trencher	\$90.00
Dump Truck	\$150.00	Water Pump	N/A
Generator	N/A	Sewer Jet	\$225.00
TV Camera and Locator	\$161.50	Jack Hammer	\$65.00
Jumping Jack Tapper	\$45.00	Grinder/Shredder (Dump Truck)	\$225.00 + fees

ECONOMIC IMPACT

The cost of these plumbing services will vary based on the service request. Vendor will not be allowed to increase quoted rates for the life of the contract.

ATTACHMENTS

None.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends that the Board of Commissioners renders their approval to enter into a contract with Mr. Rooter for the various plumbing services as needed.

Antonio L. McGinnis

Antonio McGinnis
Executive Director/CEO

Jun 10 2021

Date

Teresa Wade

Teresa Wade-Chase
Interim Deputy Director

Jun 10 2021

Date

ACTION TAKEN: _____

Huntsville Housing Authority

Resolution Authorizing the Executive Director to Enter into a Contract Agreement with Mr. Rooter for Plumbing Services Authority Wide

RESOLUTION NO. 2021-22

WHEREAS, Huntsville Housing Authority requested quotations for small purchases (QSP) from qualified, licensed, and bonded plumbing services; and,

WHEREAS, the following responsive proposal was received after Procurement issued two submission date deadlines:

Mr. Rooter:

	<u>Plumber Hourly Rate</u>	<u>Journeyman Hourly Rate</u>	<u>Laborer Hourly Rate</u>
Routine Service Rate	\$90.00	\$90.00	\$45.00
Weekend/Holiday Rate	\$90.00	\$90.00	\$45.00
Emergency Call Out Rate	\$90.00	\$90.00	\$45.00

Parts/Materials Cost Markup Percentage 15% (Less Tax)

Equipment Hourly Rates **If applicable*

Backhoe/Mini-Excavator	\$90.00	Trencher	\$90.00
Dump Truck	\$150.00	Water Pump	N/A
Generator	N/A	Sewer Jet	\$225.00
TV Camera and Locator	\$161.50	Jack Hammer	\$65.00
Jumping Jack Tapper	\$45.00	Grinder/Shredder (Dump Truck)	\$225.00 + fees

WHEREAS, Mr. Rooter was deemed the only responsive bidder in accordance with the contract specifications for plumbing services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby authorizes the Executive Director/CEO/Contracting Officer to enter into contract with **Mr. Rooter** for plumbing services in its various units, for a maximum term of 5 years.

Huntsville Housing Authority

ADOPTED THIS 21st DAY OF JUNE, 2021

SEAL

Dr. Delmonize Smith, Chairman

Attest:

Antonio McGinnis, Secretary

**HUNTSVILLE HOUSING AUTHORITY
REQUEST FOR BOARD ACTION**

**Act on Resolution Authorizing the Executive Director to Enter into a Contract Agreement
with Cowart Construction, LLC for Unit Repairs at Johnson Towers, Butler Terrace, and LR Patton**

June 21, 2021

INTRODUCTION

In April 2021, Huntsville Housing Authority (HHA) issued a quotation for small purchases (QSP) for unit repairs at Butler Terrace, L.R. Patton, and Johnson Towers.

PURPOSE/OBJECTIVE

The objective is to ensure that the Huntsville Housing Authority is able to provide qualified, licensed, and bonded repairs for the above-mentioned sites.

JUSTIFICATION/DESCRIPTION

Quotes were solicited from multiple construction companies. The following and only response was received after Procurement issued two Addendum's to extend the submission deadline:

QUOTE SUBMITTED BY	TOTAL COST
Cowart Construction, LLC.	\$89,000.00

ECONOMIC IMPACT

Cost will not exceed \$89,000.

ATTACHMENTS

None.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends that the Board of Commissioners renders their approval to enter into a contract with **Cowart Construction, LLC** for construction repairs at Butler Terrace, L.R. Patton, and Johnson Towers.

Antonio L. McGinnis

Antonio McGinnis
Executive Director/CEO

Jun 10 2021

Date

Teresa Wade

Teresa Wade-Chase
Interim Deputy Director

Jun 10 2021

Date

Huntsville Housing Authority

Resolution Authorizing the Executive Director to Enter into a Contract Agreement with Cowart Construction, LLC for Unit Repairs at Johnson Towers, Butler Terrace, and LR Patton

RESOLUTION NO. 2021-23

WHEREAS, Huntsville Housing Authority requested quotations for small purchases (QSP) from qualified licensed, and bonded construction companies; and,

WHEREAS, the following responsive proposal was received after Procurement issued two submission date deadlines:

QUOTE SUBMITTED BY	TOTAL COST
Cowart Construction, LLC,	\$89,000.00

WHEREAS, **Cowart Construction, LLC** was deemed the only responsive bidder in accordance with the contract specifications for construction services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby authorizes the Executive Director/CEO/Contracting Officer to enter into contract with **Cowart Construction, LLC** for the construction repairs needed.

ADOPTED THIS 21st DAY OF JUNE, 2021

Dr. Delmonize Smith, Chairman

SEAL

Attest:

Antonio McGinnis, Secretary

Huntsville Housing Authority

REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Re-Enter into Agreement with Wellstone Inc. (Mental Health Center of Madison County) to be the Sponsor for the Sponsor Based Special Needs Assistance Program Grant

June 21, 2021

INTRODUCTION

Huntsville Housing Authority (HHA) was granted renewal of the Special Needs Assistance Program Grant in the amount of \$450,850 to be effective August 1, 2021. This grant is to assist at least 49 homeless persons annually who are disabled due to chronic mental illness. HHA is required to enter into a contract with a sponsor to operate the program.

PURPOSE/OBJECTIVE

It is the intent of HHA to enter into an agreement with the Wellstone Inc. (Mental Health Center of Madison County) for them to be the sponsor for this Special Needs Assistance Program Grant.

JUSTIFICATION/DESCRIPTION

Wellstone Inc. (Mental Health Center of Madison County) previously known as the Huntsville-Madison County Mental Health Board; Inc. has been the sponsor for this program for over twenty years.

ECONOMIC IMPACT

The sponsor will collect the resident's portion of the rent and they will pay the entire rent to the rental complex. The sponsor will be reimbursed by HHA from the Special Needs Assistance Program funds after proper paperwork has been supplied to HHA's finance staff and they have verified the information for accuracy.

ALTERNATIVES

None

ATTACHMENTS

Copy of the agreement with Wellstone Inc. (Mental Health Center of Madison County).

RECOMMENDATION

The Executive Director/CEO recommends that the Board of Commissioners approve the agreement with the Wellstone Inc. (Mental Health Center of Madison County).

Antonio L. McGinnis

Antonio McGinnis, Sr.
Executive Director/CEO

Jun 10 2021

Date

Teresa Wade

Teresa Wade-Chase
Interim Deputy Director

Jun 10 2021

Date

ACTION TAKEN: _____

**AGREEMENT BETWEEN HUNTSVILLE HOUSING AUTHORITY AND
WELLSTONE, INC. (MENTAL HEALTH CENTER OF MADISON COUNTY)**

THIS AGREEMENT, entered into this the 1st day of August 2021, by and between Huntsville Housing Authority (hereinafter referred to as the AUTHORITY), and Wellstone, Inc. (Mental Health Center of Madison County), hereinafter referred to as the AGENCY.

WHEREAS, according to the United States Department of Housing and Urban Development (“H.U.D.”), “The Continuum of Care (CoC) Program is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, and State and local governments to quickly rehouse homeless individuals and families while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effect utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.”

WHEREAS, the AUTHORITY received a renewal grant under the Continuum of Care Special Needs Assistance program from the Office of the U.S. Department of Housing and Urban Development, known as Project No. **AL0046L4C032013**; and

WHEREAS, the AUTHORITY desires to engage the Agency to render certain services in connection therewith:

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. PROJECT DESCRIPTION. The Agency shall provide rental assistance and supportive services under the Special Needs Assistance program, as defined under 24 CFR 582, to at least 49 homeless persons annually who are disabled by chronic mental illness. The AUTHORITY shall provide **\$450,850.00** in funds to the Agency for the purpose of providing rental assistance for units that are occupied by eligible program participants. Grant funds provided to the Agency shall not exceed the appropriate existing housing fair market rental value under Sec. 8(c)(1) of the United States Housing Act of 1937 in effect at the time the Application was approved by HUD. Rental Assistance shall not exceed the actual costs of rental assistance for program participants. The Agency shall provide for the administration of the program for the term of this agreement.
- II. PROJECT LOCATION. All financial and client records related to the program shall be maintained at the Agency facility located at 4040 South Memorial Parkway, Huntsville, Alabama.
- III. SERVICES TO BE PROVIDED. The Agency shall, in a satisfactory and proper manner, as determined by the Assisted Housing Department of Huntsville Housing Authority perform the following services:
 - A. LEASE AGREEMENT AND INDEMNIFICATION. Upon proof from the Agency of a qualified expense, the AUTHORITY will request funds from the Grant to provide Special Needs Assistance program grant funds to the Agency, which shall be used to provide rental assistance for housing units occupied by eligible program participants. Pursuant to the requirements of the Continuum of Care Program (the “Grant” or the “Program”), the Agency shall enter into a lease agreement with an owner of rental properties. The lease shall be directly between the Agency and the owner of rental properties. Under no circumstances shall the Authority be, or be construed as, a party to any lease agreement or other agreement between the Agency and the owner(s) of rental properties in the Program. The Authority may be mentioned in such lease(s) solely for the purpose of

compliance with requirements of the Continuum of Care Program. However, the Authority may not be a signatory to any lease or other agreement with the owner(s) of rental property subject to the Grant. The Authority is not a beneficiary of the grant funds or of any provision(s) of the lease(s) between the Agency and the owner(s) of rental property receiving funds through the Continuum of Care Grant. The Authority is responsible to H.U.D., alone, for ensuring that any requests for payment or reimbursement by the Agency are made pursuant to the requirements of the Grant and H.U.D., and that any funds disbursed pursuant to the Grant are only paid if the rental properties satisfy the requirements of the Grant and H.U.D., which includes inspections of the properties by the Authority for compliance. The Grant is a reimbursable grant. The Agency must submit its expenses monthly. The Authority will audit Agency's submission to make sure that it meets the requirement of the Grant. After the Authority's audit, the Grant funds will be "drawn down" from HUD using the ELLOC system. Such funds are then disbursed to the Agency within three days of receipt of the Authority's receipt of such funds from H.U.D. The Agency, and any owner of rental property in the Program, agree to defend, indemnify, and hold the Authority, including any agents or employees of the Authority, harmless from: any and all claims, damages, loss, suits, causes, actions, or other proceedings, arising from, involving, caused by, resulting from, or otherwise related to, any and all actions or inactions of the Authority whatsoever (including any actions or inactions any agents or employees of the Authority) involving the Continuum of Care Grant Program. A minimum of 49 units shall be leased by the Agency to provide housing for homeless persons or families who are participants in the Special Needs Assistance program. Funds not used as housing subsidies may also be used to pay for security deposits and damage deposits up to one month's rent. If a unit is vacated before the end of the occupancy agreement, grant funds may continue to be used to assist the unit for the remainder of the month in which it is vacated, plus up to 30 additional days. **The language in this paragraph must be included in any lease made between the Agency and all rental property owners who might receive funds from the Grant. The inclusion of such language in any lease between the Agency and any owner(s) of rental property in the Program is a material term of this Agreement.**

- B. The lease agreement shall also include how the property owner will address the accessibility requirements, reasonable modifications, and accommodation requirements of the Fair Housing Act and of section 504 of the Rehabilitation Act of 1973, as amended.
- C. OCCUPANCY AGREEMENTS/LEASE. The Agency must execute an initial occupancy agreement/lease with each program participant for the term of at least one month, automatically renewable upon expiration, except with prior notice. The agreement/lease shall be between the Agency and the program participant. The program participant shall not enter into a lease agreement with the owner of the rental property. Each occupancy agreement/ lease shall be provided to the AUTHORITY and approved by the AUTHORITY prior to any funds being requested for rental assistance. The occupancy agreement/lease shall also include a provision requiring the participant to take part in the supportive services provided through the program as a condition of continued occupancy. As a condition of participation in the program, each participant must agree to supply the information or documentation necessary to verify the participant's income. Participants must provide the Agency information at any time regarding changes in income or other circumstances that may result in changes to a participant's rental payment. Assistance may be terminated however, if a participant violates conditions of occupancy and all alternatives have been explored. The agreement shall provide written notice and provide

a formal process that recognizes the rights of individuals receiving assistance to due process. The Agency shall provide prompt written notice of the final decision to the participant. If a client is determined to be in non-compliance with the Continuum of Care program, a copy of the notice of final decision, which was given to the client, shall be provided to the AUTHORITY.

- D. PROCEDURES. The Agency shall continue to follow its procedures for managing the rental housing assistance funds. A copy of these guidelines shall be provided to the AUTHORITY on an annual basis or as changes to the procedures occur. At a minimum, such procedures must describe program guidelines, which describe selection criteria, eligibility guidelines, and participation requirements. The Agency shall describe how units will be identified and selected; the process for deciding which unit a participant will occupy; how participants will be placed in, or assisted in finding appropriate housing; how rent calculations will be made and the amount of rental assistance payments determined; and what safeguards will be used to prevent the misuse of funds.
- E. ADMINISTRATION. When the grant amount reserved for rental assistance exceeds the amount that will be needed to pay the actual costs or rental assistance, the Agency may use up to 6% of the grant amount expended to pay the costs of administering the housing assistance. The Agency may contract with another entity approved by the AUTHORITY to administer the housing assistance. Eligible administrative activities are limited to processing rental payments to landlords, examining participant income and family composition, providing housing information and assistance, and receiving new participants into the program. The AUTHORITY shall provide funds for this activity on a reimbursable basis. Additional grant funds over this amount may only be used to assist additional eligible clients.
- F. HOMELESS PARTICIPATION. The Agency shall provide for the consultation and participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy making entity of the Agency to the extent that the Agency considers and makes policies and decisions regarding any housing assisted under this grant. To the maximum extent practicable, the Agency must also involve homeless individuals and families in providing supportive services. An eligible homeless person under this contract is defined as an individual who lacks a fixed, regular, and adequate nighttime residence that is: 1) a supervised temporary shelter, 2) an institution designed for persons intended to be institutionalized, 3) or, a place not intended as regular sleeping accommodations. The homeless person must also have a disability, which includes those persons who are seriously mentally ill, have chronic problems with alcohol, drugs, or both, or have AIDS and related diseases. Records shall be maintained for each client documenting their homeless eligibility as per U.S. Department of HUD, Guidance on Documentation of Participant Eligibility Under Homeless Assistance Programs, dated October 6, 1995.
- G. SUPPORTIVE SERVICES. The Agency shall ensure the provision of supportive services as described in the Application. These services shall be at a minimum: Case management to include needs assessment, crisis intervention, individual therapy as needed, assistance and advocacy in obtaining medical services, and assistance in obtaining household goods, food and clothing.

- H. RENT. The Agency must examine a participant's income initially and annually after admission into the program and make adjustments to a participant rent as necessary. The Agency shall be responsible for making rental payments to the owner. Each participant must pay rent to the Agency in accordance with section 3(a)(1) of the U.S. Housing Act of 1937, which is the highest of: (1) 30 percent of the family's monthly adjusted income; or, (2) 10 percent of the family's monthly income; or, (3) The portion of welfare assistance payments which is specifically designated by the public agency providing the assistance to meet the family's housing costs. Income must be calculated in accordance with 24 CFR 813.106.
- IV. TIME OF PERFORMANCE. The services of the Agency shall be undertaken beginning on **August 1, 2021** and be completed by **July 31, 2022**.
- V. COMPENSATION AND METHOD OF PAYMENT. Requests for funds shall be made monthly or bi-monthly subject to the receipt of a Request for Funds by AUTHORITY from the Agency and supported by certified documentation that the eligible clients have been selected and eligible match requirements have been met. Funds requested for administrative expenses shall be provided on a reimbursable basis. After receipt of funds, the Agency shall make payment of expenses to the vendor(s) indicated in the request for funds within two (2) working days from the date of the deposit of funds by the Agency. It is expressly understood that in no event shall the total compensation to be paid hereunder exceed the maximum sum Four Hundred Thirty-Seven Thousand Four Hundred and Twenty-Four Dollars (**\$437,424.00**) for all services required hereunder.

Funds shall be expended as delineated in the budget below:

ACCOUNT NUMBER	COST CATEGORY	
	ACCOUNT NAME	AMOUNT
511	Professional Services	\$450,850.00

Funds provided under this contract shall provide rental assistance payments for units occupied by eligible homeless persons. Up to 6% of the grant funds expended may be used for administrative purposes as defined under Part III. D. of this contract and is included as part of the total Budget amount.

VI. REPORTS, REPORT CONTROL, AND CONTROL INFORMATION.

- A. REPORT CONTROL. Reports related to this project will be maintained by the Agency as a permanent, separate, identifiable file subject to periodic audits by the AUTHORITY, the Department of Housing and Urban Development, the Comptroller General, or any of their duly authorized representatives.
- B. AGENCY MONTHLY REPORTS. A written monthly report reflecting Agency operations shall be submitted by the Agency to the AUTHORITY no later than the fifth calendar day of each month.
- C. FORMS. All forms will be provided by the AUTHORITY.
- D. REPORTS CONTROL PERSONNEL. Upon execution of this contract, the Agency shall designate those members of the Agency staff who will be totally responsible to the AUTHORITY for Agency reports. All Agency contact regarding matters of reporting under this contract will be directed to the attention of the designated individuals.
- E. PENALTY FOR REPORT DEFICIENCIES AND DELINQUENCIES. The AUTHORITY will inventory and examine Agency reports prior to each request for funds, being especially mindful to report completeness. Release of all funds under this contract is contingent upon satisfactory Agency reporting under the terms of this contract. The AUTHORITY shall respond to any report deficiency or delinquency with a letter citing the applicable report deficiency or delinquency.

F. GENERAL REPORT PROVISIONS.

1. Data requirements, reporting format, and submission times will be specified by the AUTHORITY for all reporting.
2. From time to time, as the AUTHORITY may determine, data in addition to that specifically required of the Agency in support of planning and/or evaluation.
3. The AUTHORITY will make the final determination regarding delinquent or deficient reports, and generally, regarding any matter of report provisions where interpretation may be required.
4. No exception will be made to any part of these report provisions unless the exception is made in writing by the AUTHORITY.
5. Non-compliance with these provisions regarding reporting will be considered sufficient cause for termination of this contract.

VII. ITEM(S) OF UNDERSTANDING.

- A. PERSONNEL POLICY. It is mutually understood that policies governing personnel shall be nondiscriminatory.
- B. FEDERAL FUNDS. It is mutually understood by the parties hereto that the funds provided hereunder are federal funds provided under the Continuum of Care Agreement awarded to Huntsville Housing Authority by the United States Department of Housing and Urban Development. This Agreement is subject to all certifications and assurances and any information or documentation required by HUD of Huntsville Housing Authority in order to meet grant award conditions. The Grant Application is incorporated herein as part of this Agreement; however, in the event of any conflict between the Grant Application and any provision contained herein, this Agreement shall control.
- C. FEDERAL GUIDELINES. This Agreement incorporates by reference all guidelines, certifications and program requirements as defined under 24 CFR Part 578 and the Executed Continuum of Care Agreement for the Shelter Care Plus Expansion 2020 Project Number: **AL0046L4C032013**, City of Huntsville, Alabama.
- D. MONITORING. The AUTHORITY shall monitor the records of the Agency related to this contract at least annually. Written notification will be provided to the Agency prior to monitoring visits.
- E. INSPECTION OF UNITS. All units, which have been rented by the Agency, shall be inspected by Huntsville Housing Authority, Assisted Housing Department and certified as having met the requirements of the Housing Quality Standards and any other codes, which may be applicable. The AUTHORITY shall not release any funds for a client's rental assistance prior to the inspection and certification of a unit.

A unit shall be inspected by the Assisted Housing Department upon its initial occupancy and on an annual basis. The Agency shall be responsible for requesting these inspections.

- VIII. MATCH REQUIREMENTS. The Agency shall match the 25% of the total awarded amount for the Grant #AL0046L4C032013.
- IX. CONFLICT OF INTEREST. The Agency shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to his knowledge, he or his immediate family or partner has a financial interest or with whom he is negotiating or has any arrangement concerning prospective employment. The Agency's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the Agency's officers, employees or agents.
- X. FINANCIAL MANAGEMENT STANDARDS. The Agency's financial management systems shall provide for:
- A. Accurate, current and complete disclosure of the financial results of each federally sponsored project or program in accordance with the reporting requirements. When a Federal-sponsoring agency requires reporting on an accrual basis, the recipient shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.
 - B. Records that identify adequately the source and application of funds for federally sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.
 - C. Effective control over and accountability for all funds, property and other assets. Recipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
 - D. Comparison of actual outlays with budget amounts for each grant or other agreement. Whenever appropriate or required by Federal sponsoring agency, financial information should be related to performance and unit cost data.
 - E. Procedures to minimize the time elapsing between the transfer of funds from the AUTHORITY and the disbursement by the Agency within two (2) working days.
 - F. Procedures for determining the reasonableness, allowability and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant or other agreement.
 - G. Accounting records that are supported by source documentation.

H. Examinations in the form of audits or internal audits. Such audits shall be made by qualified individuals who are sufficiently independent of those who authorize the expenditure of Federal funds, to produce unbiased opinions, conclusions or judgments. They shall meet the independence criteria along the lines of Chapter 3, Part 3 of the U.S. General Accounting Office publication, Standards for Audit of Governmental Organizations, Programs, Activities and Functions. These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the agreements.

XI. ACCOUNTING PROCEDURES AND REPORTS. The Agency shall arrange for an audit of this program by a certified public accountant, to be made in accordance with OMB Circular A-133 during its next regular auditing cycle (to include the period covered by this contract). Three copies of this Audit Report must be submitted to AUTHORITY upon issuance by the Independent Auditor. The Agency agrees to keep proper books of record and account in which full, true and correct entries in accordance with generally accepted accounting principals consistently applied will be made of all dealings or transactions in relation to grant activities.

XII. TERMS AND CONDITIONS. This Agreement is subject to and incorporates the provisions of Part II, "Terms and Conditions" which form a part of this contract.

XIII. NONRECOURSE. In addition to the provision for indemnification found in paragraph II.A. above, the Agency shall indemnify, defend, protect and hold the AUTHORITY harmless from and against any and all loss, damage, liability, action, cause of action, cost or expense (including, without limitation, reasonable attorney's fees and expenses) incurred by the AUTHORITY as a result of any breach, fraud, or material misrepresentation made under, or in connection with, this Agreement.

IN WITNESS THEREOF, the parties have caused this instrument to be executed by their duly authorized representative on the date shown herein.

**WELLSTONE, INC. (MENTAL HEALTH
CENTER OF MADISON COUNTY)**

By: _____
Jeremy Blair
Executive Director/CEO

Date: _____

HUNTSVILLE HOUSING AUTHORITY

Antonio L. McGinnis
By: _____
Antonio McGinnis, Sr.
Executive Director/CEO

Jun 10 2021
Date: _____

Huntsville Housing Authority

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/
CONTRACTING OFFICER TO RE-ENTER INTO AN AGREEMENT WITH
WELLSTONE INC. (MENTAL HEALTH CENTER OF MADISON COUNTY) TO BE
THE SPONSOR FOR THE SPONSOR BASED SPECIAL NEEDS ASSISTANCE
PROGRAM GRANT**

RESOLUTION NO. 2021-24

WHEREAS, the Huntsville Housing Authority has been granted renewal of the Special Needs Assistance Program Grant Special Needs Assistance Program Grant effective August 1, 2021; and

WHEREAS, the Huntsville Housing Authority is required to enter into a contract with a sponsor to operate the Special Needs Assistance Program Grant;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Huntsville Housing Authority, hereby authorizes the Executive Director/CEO/Contracting Officer to enter into an agreement with the Wellstone Inc. (Mental Health Center of Madison County).

ADOPTED THIS 21st of JUNE, 2021

Dr. Delmonize Smith, Chairman

Attest:

Antonio McGinnis, Sr., Executive Director

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Authorizing Quarterly Charge-Offs for Period Ending June 30, 2021

June 21, 2021

INTRODUCTION

The Huntsville Housing Authority (HHA) has on its books \$11,308.00 owed by former residents who vacated April 1, 2021 through May 31, 2021.

PURPOSE/OBJECTIVE

The purpose of this request is to obtain approval to charge-off \$11,308.00 as collection losses for the quarter ending June 30, 2021.

JUSTIFICATION/DESCRIPTION

This action is necessary to remove uncollectible accounts from HHA's books.

ECONOMIC IMPACT

The economic impact is an expense in the amount of \$11,308.00; however, this amount is subject to partial recovery through the collection process. The breakdown of the charge-offs is as follows:

Rent	\$ 9,326.00
Maintenance Charges	\$ 1,172.00
Court Cost	\$ 314.00
Late Charges	\$ 450.00
Utility Charge	\$ 28.00
Bulk Cable	\$ 18.00

ALTERNATIVES

Not Applicable.

ATTACHMENTS

Quarterly Charge-Offs

RECOMMENDATION

The Executive Director/CEO recommends that the aforesaid accounts in the amount of \$11,308.00 be charged off as collection losses on the books of Huntsville Housing Authority.

Antonio L. McGinnis

Antonio McGinnis, Sr.
Executive Director/CEO

Jun 10 2021

Date

Teresa Wade

Teresa Wade-Chase
Interim Deputy Executive Director

Jun 10 2021

Date

ACTION TAKEN: _____

Uncollectible Accounts
For the Quarter Ending June 30, 2021
FYE March 31, 2022

Project	Rent	Maintenance Charges	Court Costs	Late Charges	Retroactive Rent	Returned Check	Utility Charge/Sec Dep	Bulk Cable	Gross Balance	Number Accounts
002 Butler Terrace	2,536.00	627.20	-	175.00	-	-	28.00	-	3,366.20	2
004 Butler Terrace Addition	4,403.00	155.00	314.00	150.00	-	-	-	-	5,022.00	1
006 Northwoods	1,017.00	-	-	50.00	-	-	-	-	1,067.00	2
008 Johnson Towers	58.00	-	-	25.00	-	-	-	18.00	101.00	1
010 Searcy Homes	15.00	80.00	-	-	-	-	-	-	95.00	1
011 Todd Towers	-	-	-	-	-	-	-	-	-	0
014 L. R. Patton Apartments	207.00	309.80	-	-	-	-	-	-	516.80	1
016 Scattered Sites	-	-	-	-	-	-	-	-	-	0
019 Stone Manor	1,090.00	-	-	50.00	-	-	-	-	1,140.00	1
051 Brookside	-	-	-	-	-	-	-	-	-	0
052 Lincoln Park	-	-	-	-	-	-	-	-	-	0
06/30/21 Total	9,326.00	1,172.00	314.00	450.00	-	-	28.00	18.00	11,308.00	9
06/30/20 Total	10,513.60	718.80	982.00	281.00	4,847.00	-	-	144.00	17,486.40	22

Other Comparative Data

Chg Off 06-20				
Vacated				
4/1/2021		06/30/21	06/30/20	06/30/21
thru		YTD	YTD	Monthly
5/31/2021		Total	Total	Average
Charge Offs	11,308.00	11,308.00	17,486.40	5,654.00
Rent Roll	448,191.00	448,191.00	509,895.00	224,095.50
	2.52%			2.52%
				3.43%
APRIL-MAY				
Collections 2021	19,317.39			

HUNTSVILLE HOUSING AUTHORITY

**RESOLUTION AUTHORIZING QUARTERLY CHARGE-OFFS
FOR THE PERIOD ENDING JUNE 30, 2021**

RESOLUTION NO. 2021-25

WHEREAS, Huntsville Housing Authority (HHA) has on its books certain balances owed by former residents in the various low-income developments owned and operated by HHA for the period ending June 30, 2021, in the amount of \$11,308.00:

Rent	\$ 9,326.00
Maintenance Charges	\$ 1,172.00
Court Cost	\$ 314.00
Late Charges	\$ 450.00
Utility Charge	\$ 28.00
Bulk Cable	\$ 18.00

AND, WHEREAS, HHA has made and is making reasonable effort to collect said balances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the aforesaid accounts in the amount of \$11,308.00.

ADOPTED THIS 21st DAY OF JUNE 2021

SEAL

Dr. Delmonize Smith, Chairman

Attest:

Antonio McGinnis, Sr., Executive Director/CEO

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/ CONTRACTING OFFICER TO ENTER INTO MEMORANDUM OF UNDERSTANDING WITH HUNTSVILLE UTILITIES FOR PARTNERSHIP AND PARTICIPATION IN THE UPLIFT PILOT PROGRAM

June 21, 2021

INTRODUCTION

The Huntsville Housing Authority (HHA) seeks Board approval to enter into an agreement with Huntsville Utilities to memorialize a partnership to participate in the Uplift Pilot Program administered by the Tennessee Valley Authority ("TVA").

PURPOSE/OBJECTIVE

The purpose for participation in the program is to partner with Huntsville Utilities as they have received a grant from TVA to provide energy upgrades to property owners to include installation of new HVAC equipment. The program has a matching component so HHA must commit funding to participate in the program.

JUSTIFICATION/DESCRIPTION

HHA has identified HVAC units in Butler Terrace and L.R. Patton that require replacement. This program will allow replacement of approximately 40 of those units between the two sites.

ECONOMIC IMPACT

HHA will commit \$230,000 of capital funds to this program, which will be matched through cash and in-kind contributions from Huntsville Utilities and the Tennessee Valley Authority.

ATTACHMENTS

Memorandum of Understanding.

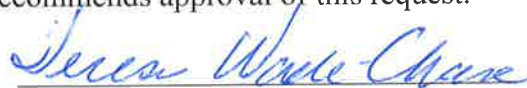
RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends approval of this request.



Antonio McGinnis, Sr.
Executive Director/CEO

06/17/21
Date



Teresa Wade-Chase
Interim Deputy Executive Director

06-17-2021
Date

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (the “Memorandum” or “MOU”) is made this ____ day of _____, 2021 (the “Effective Date”), by and between the City of Huntsville d/b/a Huntsville Electric Utility Board (“HU”) and the Huntsville Housing Authority (the “HHA”). HU and HHA are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, HU intends to participate in a TVA Home Uplift Program (the “Project”) with the Tennessee Valley Authority (“TVA”) to increase the energy efficiency and comfort of HU’s residential customers’ homes, to include replacement of HVAC units in those homes, and

WHEREAS, HHA desires to allot funds for the replacement of HVAC units in properties owned by HHA, as part of HU’s participation in the Project, and

WHEREAS, HU seeks to gain assurance through an MOU that HHA has allotted funds for the replacement of HVAC equipment in certain of its properties, and that HHA will contribute funds to assist HU in its participation in the Project;

NOW, THEREFORE, for and in consideration of the foregoing premises, which are deemed a material part of this MOU, by this reference incorporated herein, the mutual agreement, provisions, and terms of this MOU, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **Selection of Residential Participants.** HHA agrees to work with HU to select participant residents who meet the qualifications of the Home Uplift Agreement between HU and TVA. HHA agrees to reasonably cooperate with HU and TVA to provide information and site access at qualifying participant residences to facilitate installation of the HVAC equipment and to reasonably cooperate with pre and/or post-installation evaluation, measurement and assessment of the impact of the Project for participating residents.

2. **Costs.** The costs for installing the HVAC units will be apportioned between TVA and HHA as follows: CLEAResult, TVA Home Uplift Program Administrator will pay the contractor the cost for installation of each HVAC unit. TVA will reimburse CLEAResult, TVA Home Uplift Program Administrator one-half of the total cost of installation and HHA will reimburse HU one-half of the total cost of installation.

3. **Installation Schedule.** HU currently anticipates completing installation of HVAC equipment in approximately 40 residences by the end of September 2021. However, the Parties understand and agree that the installation schedule is a reasonable estimate and actual system installations may occur during other months as coordinated by and among HHA, HU and installation contractors.

4. **Payment.** HU anticipates the average cost per residence for HVAC installation will be approximately \$11,500 for the units that are installed during FY 2021. The amount due

from TVA will be the same as the amount due from HHA. HU will issue invoices each month with payment due from HHA within 30 days.

5. **Term.** The term of this Memorandum is from the effective date hereof through September 30, 2021, or until the termination or conclusion of the Home Uplift Agreement between HU and TVA, whichever occurs first.

6. **Coordination.** HHA shall coordinate on an on-going basis with HU and TVA in selecting qualifying residences and making the residences available for survey, installation of HVAC equipment and post-installation inspection.

7. **Termination of Memorandum.** The Parties acknowledge that this Memorandum is in furtherance of the Project, and agree that a termination, for any reason, of the Home Uplift Agreement shall terminate the Parties' respective obligations under this Memorandum. For clarity, the Parties acknowledge that HU shall have no obligation to continue with installation of HVAC units under this Memorandum in the event the Home Uplift Agreement with TVA is terminated.

8. **Limitation on Liability.** In no event will either Party be liable to the other Party for any indirect, incidental, special, punitive or consequential damages whatsoever, arising out of, or in connection with, this MOU.

9. **Assignments.** The Parties agree that the rights and obligations conferred under this Memorandum are personal to the Parties and this MOU is specifically entered into because of the unique relationship of the Parties. Therefore, neither Party may transfer or assign its rights and obligations under this Memorandum.

10. **Governing Law.** This Memorandum shall be governed by the laws of the State of Alabama.

11. **Execution.** This Memorandum may be executed by facsimile or electronic transmission and in one or more counterparts, each of which shall be an original, all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum to be executed by an authorized representative as of the date set forth above.

City of Huntsville d/b/a Huntsville Electric Utility Board

By: _____

Its: _____

Date: _____

Witness: _____

Huntsville Housing Authority

By: _____

Its: _____

Date: _____

Witness: _____

HUNTSVILLE HOUSING AUTHORITY

**RESOLUTION AUTHORIZING EXECUTIVE DIRECTOR/CEO/
CONTRACTING OFFICER TO ENTER INTO MEMORANDUM OF
UNDERSTANDING WITH HUNTSVILLE UTILITIES FOR PARTNERSHIP AND
PARTICIPATION IN THE UPLIFT PILOT PROGRAM**

RESOLUTION NO. 2021-26

WHEREAS, the Huntsville Housing Authority (“HHA”) desires to partner with Huntsville Utilities in their participation in the Uplift Pilot Program administered by the Tennessee Valley Authority (“TVA”); and

WHEREAS, the parties have memorialized an agreement outlining the expectations of each; and

WHEREAS, HHA will commit \$230,000 of its Capital Fund as outlined in the Memorandum of Understanding; and

WHEREAS, pursuant to the MOU, Huntsville Utilities and TVA will match the monetary commitment from HHA with funding and in-kind labor costs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Huntsville Housing Authority, that the Executive Director/CEO/ Contracting Officer shall be and hereby is authorized, empowered and directed to execute and deliver to Huntsville Utilities the Memorandum of Understanding attached hereto.

ADOPTED THIS 21st DAY OF June, 2021

Dr. Delmonize Smith, Chairman

SEAL

Attest:

Antonio McGinnis, Sr., Secretary

**Huntsville Housing Authority
CARES ACT FUNDING
Revenue and Expense Statement
For the Period Ended May 31, 2021**

	YTD 05/31/2021 Actual	YTD 03/31/2021 Expenses	February Expenses
Revenue:			
CARES ACT Operating Subsidy	1,203,911		
Total Revenue	1,203,911	Funds available in eLOCCS March 27, 2020	
Expenses:			
Administration:			
Administrative Salaries	309,878	220,406	89,472
Administration Temporary Labor	22,347	22,347	-
Employee Benefits	96,796	88,478	8,318
Office Expense	50,687	50,687	-
Other Administrative Costs	7,350	7,350	-
Total Administration	487,058	389,268	97,790
Tenant Services			
Salaries	204,912	158,562	46,350
Benefits	17,638	13,629	4,009
Other			-
Total Tenant Services	222,550	172,191	50,359
Utilities:			
Water	1,155	1,155	-
Total Utilities	1,155	1,155	-
Maintenance:			
Labor	212,789	212,789	-
Temporary Labor	14,861	14,861	-
Employee Benefits	133,507	133,507	-
Materials	51,490	51,490	-
Total Maintenance	412,647	412,647	-
Protective Services:			
Protective Services Contract Costs	9,642	9,642	-
Total Protective Services	9,642	9,642	-
Subtotal Sites 47-002-47-052	1,133,052	984,903	148,149
Tax Credit Properties Care Act			
Gateway Place	19,818	19,818	0
Legacy Hill	9,894	9,894	0
Chestnut Glen	5,000	5,000	0
StoneRidge Villas	920	920	0
Subtotal Tax Credit Care Act	35,632	35,632	0
Total Care Act Expenses	1,168,684	1,020,535	148,149
Balance of Care Act Funds	35,227	Cares ACT Funding Available until December 31, 2021	

ASSISTED HOUSING

HUNTSVILLE HOUSING AUTHORITY

**Board of Commissioners' Meeting
Agenda Item
Control Document**

Date: June 21, 2021

HHA Staff Representative: Paula Bingham, Director of Assisted Housing

Department: Assisted Housing

Board of Commissioners' Meeting (Date): June 21, 2021

Board Agenda Item(s):

1. Act on Resolution Approving Revised Payment Standards for the Housing Choice Voucher Program.
2. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Memorandum of Understanding with the City of Huntsville Community Development (Continuum of Care)

Date/Time/Place of Board of Commissioners' Meeting: Monday, June 21, 2021, at 12:00 p.m., Seminole Service Center

Antonio L. McGinnis
Approved by: _____ / Jun 18 2021
Antonio McGinnis, Sr. Date
Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Delmonize Smith, Ph.D. Date: 06/21/2021

HHA Board Committee Member: Vice-Chairman James Bolte Date: 06/21/2021

HHA Staff Member: _____ Date: _____

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Approval of Revised Payment Standards for the Housing Choice Voucher Program

June 21, 2021

INTRODUCTION

Requesting approval of revised payment standards for the Housing Choice Voucher Program.

PURPOSE/OBJECTIVE

HHA is responsible for adopting a payment standard schedule that establishes voucher payment standard amounts based on the Fair Market Rent (FMR) in HHA's jurisdiction. HUD publishes new FMRs annually. HHA may establish the payment standard amount for a unit size at any level between 90% and 110% of the published FMR for that unit size. As part of our commitment to expanding housing opportunities for the families we serve, HHA established exception standards above the basic range for the metropolitan FMR based on the HUD published Small Area Fair Market Rent (SAFMR) for 12 different zip codes effective January 1, 2021, at 105% of the FMR/SAFMRs. The Huntsville Metropolitan (MSA) FMR is utilized for all other zip codes in our jurisdiction. In order to increase leasing potential, it is deemed necessary to increase our payment standards to 110% of the published rents. Below is a table showing the proposed payment standards to be effective August 1, 2021.

HUNTSVILLE, AL MSA FMR

BEDROOM	0	1	2	3	4	5
	\$648	\$759	\$903	\$1,198	\$1,526	\$1,755

SAFMR BY ZIP CODE

BEDROOM	0	1	2	3	4	5
35749	\$946	\$1,111	\$1,320	\$1,749	\$2,233	\$2,568
35756	902	1,056	1,254	1,661	2,123	2,441
35757	847	990	1,177	1,562	1,991	2,290
35758	737	869	1,034	1,375	1,749	2,011
35759	847	990	1,177	1,562	1,991	2,290
35763	968	1,133	1,353	1,793	2,288	2,631
35773	737	858	1,023	1,353	1,727	1,986
35801	726	847	1,012	1,342	1,705	1,961
35802	737	858	1,023	1,353	1,727	1,986
35803	726	847	1,012	1,342	1,705	1,961
35806	737	869	1,034	1,375	1,749	2,011
35824	737	858	1,023	1,353	1,727	1,986

JUSTIFICATION/DESCRIPTION

In order to continue serving families outside high poverty areas and to work toward our goal of deconcentration, it is deemed necessary to revise the current payment standards to the amounts for the bedroom size listed. Housing options for our families will increase significantly. Payment standards for each unit size are increased to 110% of the FMR.

ECONOMIC IMPACT

When payment standards increase, many Housing Choice Voucher participants will see a decrease in their portion of the rent which results in increased Housing Assistance Payments.

ATTACHMENTS

FY 2021 Huntsville, AL MSA FMRs

FY 2021 Small Area FMRs for Huntsville, AL MSA

FY 2021 Proposed Payment Standard Schedule to be effective August 1, 2021

RECOMMENDATION

The Executive Director/CEO recommends the approval of the revised payment standards attached to this RBA for the Housing Choice Voucher Program effective August 1, 2021.

Antonio L. McGinnis

Antonio L. McGinnis Sr.
Executive Director/CEO

Jun 18 2021

Date

Paula Bingham

Paula Bingham
Director of Assisted Housing

Jun 18 2021

Date

ACTION TAKEN: _____

FY 2021 Fair Market Rent Documentation System

The FY 2021 Huntsville, AL MSA FMRs for All Bedroom Sizes

Final FY 2021 & Final FY 2020 FMRs By Unit Bedrooms

Year	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
FY 2021 FMR	\$589	\$690	\$821	\$1,089	\$1,387
<u>FY 2020 FMR</u>	\$567	\$660	\$782	\$1,040	\$1,373

The Huntsville, AL MSA consists of the following counties: Limestone County, AL; and Madison County, AL. All information here applies to the entirety of the Huntsville, AL MSA.

Fair Market Rent Calculation Methodology



Show/Hide Methodology Narrative



Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2014-2018 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2021 provided the estimate is statistically reliable. For FY2021, the test for reliability is whether the margin of error for the estimate is less than 50% of the estimate itself and whether the ACS estimate is based on at least 100 survey cases. HUD does not receive the exact number of survey cases, but rather a categorical variable known as the count indicator indicating a range of cases. An estimate based on at least 100 cases corresponds to a count indicator of 4 or higher.

If an area does not have a reliable 2014-2018 5-year, HUD checks whether the area has had at least minimally reliable estimate in any of the past 3 years, or estimates that meet the 50% margin of error test described above. If so, the FY2021 base rent is the average of the inflated ACS estimates.

If an area has not had a minimally reliable estimate in the past 3 years, the estimate State for the area's corresponding metropolitan area (if applicable) or State non-metropolitan area is used as the basis for FY2021.
2. HUD calculates a recent mover adjustment factor by comparing a 2018 1-year 40th percentile recent mover 2-bedroom rent to the 2014-2018 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates are not reliable, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.
3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.
4. Rents are calculated as of 2019 using the relevant (regional or local) change in gross rent Consumer Price Index (CPI) from annual 2018 to annual 2019.
5. All estimates are then inflated from 2019 to FY2021 using a trend factor based on the forecast of gross rent changes through FY2021.
6. FY2021 FMRs are then compared to a State minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the State minimum.

7. FY2021 FMRs may not be less than 90% of FY2020 FMRs.

The results of the Fair Market Rent Step-by-Step Process

- The following are the 2018 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for Huntsville, AL MSA.

Area	ACS ₂₀₁₈ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent	ACS ₂₀₁₈ 5-Year 2-Bedroom Adjusted Standard Quality Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Huntsville, AL MSA	\$722	\$16	$\frac{\$16}{\$722}=0.022$	6	$0.022 < .5$ $6 \geq 4$ Use ACS ₂₀₁₈ 5-Year Huntsville, AL MSA 2-Bedroom Adjusted Standard Quality Gross Rent

Since the ACS₂₀₁₈ Margin of Error Ratio is less than .5, the ACS₂₀₁₈ Huntsville, AL MSA value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

Area **FY2021 Base Rent**

Huntsville, AL MSA \$722

- A recent mover adjustment factor is applied based on the smallest area of geography which contains Huntsville, AL MSA and has an ACS₂₀₁₈ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5.

Area	ACS ₂₀₁₈ 1-Year Adjusted Standard Quality Recent-Mover Gross Rent	ACS ₂₀₁₈ 1-Year Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error	Ratio	Sample Size Category	Result
Huntsville, AL MSA – 2 Bedroom	\$784	\$26	0.033	3	$3 < 4$ Do Not Use ACS ₂₀₁₈ 1-Year Huntsville, AL MSA 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent
Huntsville, AL MSA – All Bedroom	\$796	\$33	0.041	6	$0.041 < .5$ $6 \geq 4$ Use ACS ₂₀₁₈ 1-Year Huntsville, AL MSA All Bedroom Adjusted Standard Quality Recent-Mover Gross Rent

The smallest area of geography which contains Huntsville, AL MSA and has an ACS₂₀₁₈ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than .5 and with a sufficient number of sample cases is Huntsville, AL MSA.

- The calculation of the relevant Recent-Mover Adjustment Factor for Huntsville, AL MSA is as follows:

ACS ₂₀₁₈ 5-Year Area	ACS ₂₀₁₈ 5-Year 40th Percentile Adjusted Standard Quality Gross Rent	ACS ₂₀₁₈ 1-Year 40th Percentile Adjusted Standard Quality Recent-Mover Gross Rent
Huntsville, AL MSA – All Bedroom	\$752	\$796

Area	Ratio	Recent-Mover Adjustment Factor
Huntsville, AL MSA	\$796 / \$752 =1.059	$1.0585 \geq 1.0$ Use calculated Recent-Mover Adjustment Factor of 1.0585

4. The calculation of the relevant CPI Update Factors for Huntsville, AL MSA is as follows: HUD updates the 2018 intermediate rent with the ratio of the annual 2019 local or regional CPI to the annual 2018 local or regional CPI to establish rents as of 2019.

Update Factor Type

CPI Update Factor [1.0295](#) Region CPI

5. The calculation of the Trend Factor is as follows: HUD forecasts the change in national gross rents from 2019 to 2021 for each CPI area and Census Region. This makes Fair Market Rents "as of" FY2021.

Trend Factor Trend Factor Type

[1.0433](#) Region

6. The FY 2021 2-Bedroom Fair Market Rent for Huntsville, AL MSA is calculated as follows:

Area	<u>ACS₂₀₁₈₋₅₋ Year Estimate</u>	<u>Recent-Mover Adjustment Factor</u>	<u>Annual 2018 to 2019 CPI Adjustment</u>	<u>Trending 1.0433 to FY2021</u>	FY 2021 2-Bedroom FMR
Huntsville, AL MSA	\$722	1.0585	1.0295	1.0433	$\$722 * 1.059 * 1.0295 * 1.0433 = \821

7. In keeping with HUD policy, the preliminary FY 2021 FMR is checked to ensure that it does not fall below the state minimum.

Area	Preliminary FY2021 2-Bedroom FMR	FY 2021 Alabama State Minimum	Final FY2021 2-Bedroom FMR
Huntsville, AL MSA	\$821	\$634	$\$821 \geq \634 Use Huntsville, AL MSA FMR of \$821

8. Bedroom ratios are applied to calculate FMRs for unit sizes other than two bedrooms.

Click on the links in the table to see how the bedroom ratios are calculated.

FY 2021 FMRs By Unit Bedrooms

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2021 FMR	\$589	\$690	\$821	\$1,089	\$1,387

9. The FY2021 FMR must not be below 90% of the FY2020 FMR.

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY2020 FMR	\$567	\$660	\$782	\$1,040	\$1,373
FY2020 floor	\$511	\$594	\$704	\$936	\$1,236
FY 2021 FMR	\$589	\$690	\$821	\$1,089	\$1,387
Use FY2020 floor for FY2021?	No	No	No	No	No

Final FY2021 Rents for All Bedroom Sizes for Huntsville, AL MSA

The following table shows the Final FY 2021 FMRs by bedroom sizes.

Final FY 2021 FMRs By Unit Bedrooms

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Final FY 2021 FMR	\$589	\$690	\$821	\$1,089	\$1,387

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

Permanent link to this page: http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn?&year=2021&fmrtype=Final&cbsasub=METRO26620M26620

Select a different area

Press below to select a different county within the same state (same primary state for metropolitan areas):

Autauga County, AL

Baldwin County, AL

Barbour County, AL

Bibb County, AL

Blount County, AL

Select a new county

Press below to select a different state:

Select a new state

Select a Final FY 2021 Metropolitan FMR Area:

Huntsville, AL MSA

Select Metropolitan FMR Area

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Prepared by the [Program Parameters and Research Division](#), HUD. Technical problems or questions? [Contact Us](#).

FY2021 Small Area FMRs For Huntsville, AL MSA

In metropolitan areas, HUD defines Small Areas using ZIP Codes within the metropolitan area. Using ZIP codes as the basis for FMRs provides tenants with greater ability to move into Opportunity Neighborhoods with jobs, public transportation, and good schools. They also provide for multiple payment standards within a metropolitan area, and they are likely to reduce need for extensive market area rent reasonableness studies. Lastly, HUD hopes that setting FMRs for each ZIP code will reduce overpayment in lower-rent areas.

The Huntsville, AL MSA consists of the following counties: Limestone County, AL; and Madison County, AL. All information here applies to the entirety of the Huntsville, AL MSA.

Huntsville, AL MSA Advisory Small Area FMRs By Unit Bedrooms

ZIP Code Efficiency One-Bedroom Two-Bedroom Three-Bedroom Four-Bedroom

<u>35610</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35611</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35612</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35613</u>	\$580	\$680	\$810	\$1,070	\$1,370
<u>35614</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35615</u>	\$560	\$650	\$770	\$1,020	\$1,300
<u>35620</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35647</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35649</u>	\$670	\$770	\$920	\$1,220	\$1,560
<u>35652</u>	\$550	\$610	\$790	\$1,000	\$1,280
<u>35671</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35739</u>	\$600	\$700	\$830	\$1,100	\$1,400
<u>35741</u>	\$700	\$820	\$980	\$1,300	\$1,660
<u>35742</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35748</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35749</u>	\$860	\$1,010	\$1,200	\$1,590	\$2,030
<u>35750</u>	\$570	\$660	\$790	\$1,050	\$1,330
<u>35756</u>	\$820	\$960	\$1,140	\$1,510	\$1,930
<u>35757</u>	\$770	\$900	\$1,070	\$1,420	\$1,810
<u>35758</u>	\$670	\$790	\$940	\$1,250	\$1,590
<u>35759</u>	\$770	\$900	\$1,070	\$1,420	\$1,810
<u>35760</u>	\$550	\$640	\$760	\$1,010	\$1,280
<u>35761</u>	\$620	\$720	\$860	\$1,140	\$1,450
<u>35762</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35763</u>	\$880	\$1,030	\$1,230	\$1,630	\$2,080
<u>35773</u>	\$670	\$780	\$930	\$1,230	\$1,570
<u>35776</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35801</u>	\$660	\$770	\$920	\$1,220	\$1,550
<u>35802</u>	\$670	\$780	\$930	\$1,230	\$1,570
<u>35803</u>	\$660	\$770	\$920	\$1,220	\$1,550
<u>35804</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35805</u>	\$520	\$600	\$710	\$940	\$1,240
<u>35806</u>	\$670	\$790	\$940	\$1,250	\$1,590
<u>35807</u>	\$600	\$710	\$840	\$1,110	\$1,420

<u>35808</u>	\$880	\$1,030	\$1,230	\$1,630	\$2,080
<u>35809</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35810</u>	\$570	\$660	\$790	\$1,050	\$1,330
<u>35811</u>	\$610	\$710	\$850	\$1,130	\$1,440
<u>35812</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35813</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35814</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35815</u>	\$600	\$710	\$840	\$1,110	\$1,420
<u>35816</u>	\$560	\$660	\$780	\$1,040	\$1,320
<u>35824</u>	\$670	\$780	\$930	\$1,230	\$1,570
<u>35896</u>	\$650	\$760	\$910	\$1,210	\$1,540

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HUNTSVILLE HOUSING AUTHORITY

Post Office Box 486

Huntsville, AL 35804-0486

www.huntsvillehousing.org

2021 PAYMENT STANDARDS REVISED EFFECTIVE AUGUST 1, 2021

HUNTSVILLE, AL MSA FMR

BEDROOM	0	1	2	3	4	5
FY21	\$648	\$759	\$903	\$1,198	\$1,526	\$1,755
ALL OTHER MADISON COUNTY ZIP CODES						

SAFMR BY ZIP CODE

BEDROOM	0	1	2	3	4	5
FY21 35749	\$946	\$1,111	\$1,320	\$1,749	\$2,233	\$2,568
FY21 35756	902	1,056	1,254	1,661	2,123	2,441
FY21 35757	847	990	1,177	1,562	1,991	2,290
FY21 35758	737	869	1,034	1,375	1,749	2,011
FY21 35759	847	990	1,177	1,562	1,991	2,290
FY21 35763	968	1,133	1,353	1,793	2,288	2,631
FY21 35773	737	858	1,023	1,353	1,727	1,986
FY21 35801	726	847	1,012	1,342	1,705	1,961
FY21 35802	737	858	1,023	1,353	1,727	1,986
FY21 35803	726	847	1,012	1,342	1,705	1,961
FY21 35806	737	869	1,034	1,375	1,749	2,011
FY21 35824	737	858	1,023	1,353	1,727	1,986

HUNTSVILLE HOUSING AUTHORITY

**RESOLUTION APPROVING
REVISED PAYMENT STANDARDS FOR THE
HOUSING CHOICE VOUCHER PROGRAM**

RESOLUTION NO. 2021-27

WHEREAS, The Department of Housing and Urban Development (HUD) requires all housing authorities to adopt a payment standard schedule that establishes the voucher payment standard amounts for the PHA jurisdiction; and

WHEREAS, the Huntsville Housing Authority (HHA) uses the payment standard as the maximum subsidy HHA can provide toward the gross rent (rent plus utility allowance); and

WHEREAS, HUD allows the housing authority to set payment standards between 90% - 110% of the Fair Market Rent (FMR) and may also establish exception payment standards for a zip code area above the basic range for the metropolitan FMR based on the HUD published Small Area FMRs; and

WHEREAS, in order to continue serving families outside high poverty areas and so families can afford to lease units within the payment standard, it is deemed necessary to revise the current payment standards to be effective August 1, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Huntsville Housing Authority, hereby to adopt revised payment standards for the Housing Choice Voucher Program and further resolves that the Executive Director/CEO is hereby directed to operate in accordance with the revised payment standards as adopted.

ADOPTED THIS 21st DAY OF JUNE 2021

Delmonize Smith, Ph.D., Chairman

SEAL

Attest:

Antonio L. McGinnis Sr., Secretary

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Memorandum of Understanding with the City of Huntsville Community Development (Continuum of Care)

June 21, 2021

INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) selected Huntsville Housing Authority (HHA) to receive 110 Emergency Housing Vouchers (EHVs) and funding as authorized by the American Rescue Plan Act of 2021. These EHVs are to assisted individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

PURPOSE/OBJECTIVE

Huntsville Housing Authority (HHA) seeks board approval to enter into a Memorandum of Understanding (MOU) with the City of Huntsville Community Development (Continuum of Care) to establish a partnership for the administration of the Emergency Housing Voucher (EHV) program.

JUSTIFICATION/DESCRIPTION

EHVs are one of several resources that communities can use to house individuals and families who are experiencing homelessness or have unstable housing. To ensure that EHVs assist families who are most in need, PHAs are required to work with community partners to determine the best use and targeting for the vouchers along with other resources available in the community. The Continuum of Care (CoC) is designed to promote communitywide commitment to the goal of ending homelessness; provide funding for efforts by nonprofit providers, States and local governments to quickly rehouse homes individuals and families, while minimizing the trauma and dislocation caused to homeless individuals, families, and communities by homelessness; promote access to and effective utilization of mainstream programs by homeless individuals and families; and optimize self-sufficiency among individuals and families experiencing homelessness.

ECONOMIC IMPACT

The initial award amount is \$774,132 for 110 vouchers for a contract term of 18 months to be effective July 1, 2021.

ATTACHMENTS

Memorandum of Understanding

ALTERNATIVES

None.

RECOMMENDATION

Authorize approval for the Executive Director/CEO/Contracting Officer to enter into a Memorandum of Understanding (MOU) with the City of Huntsville Community Development (Continuum of Care).

Antonio L. McGinnis

Antonio McGinnis, Sr.
Executive Director/CEO

Jun 18 2021

Date

Paula Bingham

Paula Bingham
Director of Assisted Housing

Jun 18 2021

Date

ACTION TAKEN: _____

Memorandum of Understanding

Emergency Housing Voucher Program (EHV)

This Memorandum of Understanding (MOU) has been created and entered into on _____ by and between the Continuum of Care (CoC) and designated PHA listed below per the requirements of Notice PIH 2021-15PIHN

Huntsville Housing Authority, 200 Washington Street, Huntsville, AL 35801

PHA Name and Address

City of Huntsville Community Development, 120 E. Holmes Ave., Huntsville, AL 35801

[CoC Name and Address]

I. Introduction and Goals

- a. The PHA and CoC commitment to administering the EHV in accordance with all program requirements.
- b. PHA goals and standards of success in administering the program.
- c. Identification of staff position at the PHA and CoC who will serve as the lead EHV liaisons.

Lead PHA EHV Liaison: Name

Title

Responsibilities of the PHA EHV liaison [Optional**].**

Lead CoC Liaison: Name

Title

Responsibilities of the CoC EHV liaison [Optional**].**

II. Eligibility for EHV assistance referral by CoC.

1. In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories in addition to being income eligible:
 - a. Homeless
 - b. At risk of homelessness
 - c. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
 - d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

**** See definitions in attachment 1 and income limits in attachment 2****

The rest of this page is intentionally left blank

III. Services to be provided to eligible EHV families

1. Partnering service providers will support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance; while aiding households in addressing barriers.
2. Partnering service providers will support PHAs in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with the PHA.
3. PHAs will establish windows of time for EHV applicants to complete intake interviews for EHV.
4. Partnering service providers will provide housing search assistance for eligible individuals and families.
5. Partnering service providers will provide counseling on compliance with rental lease requirements.
6. Partnering service providers will assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
7. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. PHA Roles and Responsibilities

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead EHV liaison.
6. Comply with the provisions of this MOU.

V. CoC Roles and Responsibilities

1. Designate and maintain a lead EHV liaison to communicate with the PHA.
2. Refer eligible individuals and families to the PHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e. self-certifications, birth certificate, social security card, etc.).
4. Attend EHV participant briefings when needed.
5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
6. Identify and provide supportive services to EHV families.
7. Comply with the provisions of this MOU.

VI. Third Party Entity Roles Responsibilities ☐ Check box if not applicable

1. Describe how the State, local, philanthropic, faith-based organizations, Victim Service Providers or CoC recipients it designates will fulfill each of the following responsibilities:
 - a. Outline resource and/or service being provided in support of the community's EHV Program. Commit a sufficient number of staff and necessary resources to ensure that the application, certification and voucher issuance processes are completed in a timely manner.
 - b. Comply with the provisions of this MOU.

VII. Program Evaluation

The PHA, and CoC or designated CoC recipient agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

Signed By:

PHA Executive Director

Date

CoC Executive Director

Date

Third-Party (if applicable)

Date

Attachment 1

I. Homeless:

1. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. An individual or family who will imminently lose their primary nighttime residence, provided that:
 - a. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - b. No subsequent residence has been identified; and
 - c. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.
3. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - a. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
 - b. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - c. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - d. Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

II. At-risk of homelessness

1. An individual or family who:
 - a. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - b. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “Homeless” definition above; and
 - c. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their 19 current housing or living situation will be terminated within 21 days of the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.
2. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or
3. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

III. Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking

Any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. This includes cases where a HUD-assisted

tenant reasonably believes that there is a threat of imminent harm from further violence if they remain within the same dwelling unit, or in the case of sexual assault, the HUD-assisted tenant reasonably believes there is a threat of imminent harm from further violence if they remain within the same dwelling unit that they are currently occupying, or the sexual assault occurred on the premise during the 90- day period preceding the date of the request for transfer.

1. **Domestic violence** includes felony or misdemeanor crimes of violence committed by:
 - a. a current or former spouse or intimate partner of the victim (the term “spouse or intimate partner of the victim” includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship),
 - b. a person with whom the victim shares a child in common,
 - c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
 - d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or
 - e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. **Dating violence** means violence committed by a person:
 - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. 1. The length of the relationship;
 - ii. The type of relationship; and
 - iii. The frequency of interaction between the persons involved in the relationship.
3. **Sexual assault** means any nonconsensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.
4. **Stalking** means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. Fear for the person’s individual safety or the safety of others; or
 - b. Suffer substantial emotional distress.
5. **Human trafficking** (includes both sex and labor trafficking)
 - a. **Sex trafficking**
The recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age;

b. Labor trafficking

The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

IV. Individuals or families who are recently homeless This category is composed of individuals and families determined by the CoC or its designee to meet the following definition.

1. Recently homeless

Individuals and families who have previously been classified by a member agency of the CoC as homeless but are not currently homeless as a result of homeless assistance (financial assistance or services), temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing. Individuals and families classified as recently homeless must be referred by the CoC or its designee.

Attachment 2

Income Limits

_____ **County (or MSA)**

Low Income

Very-Low Income

Extremely low Income

Huntsville Housing Authority

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF HUNTSVILLE COMMUNITY DEVELOPMENT (CONTINUUM OF CARE)

RESOLUTION NO. 2021-28

WHEREAS, HHA desires to partner with the City of Huntsville Community Development (Continuum of Care); and

WHEREAS, HHA has been selected by the U.S. Department of Housing and Urban Development to receive 110 Emergency Housing Vouchers; and

WHEREAS, PHAs are required to work with community partners to determine the best use and targeting for these vouchers; and

WHEREAS, a Memorandum of Understanding with the Continuum of Care is required for the administration of the EHV program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is authorized to enter into a Memorandum of Understanding the City of Huntsville Community Development (Continuum of Care) to be effective July 1, 2021.

ADOPTED THIS 21st DAY OF JUNE, 2021

SEAL

Delmonize Smith, Ph.D., Chairman

Attest:

Antonio McGinnis, Sr., Secretary