

CITY OF MANISTEE HOUSING COMMISSION

Tuesday, December 10, 2013

Community Room—Harborview

4:00 P.M.

AGENDA

1. Roll Call
2. Amendments to Agenda
3. Approval of Minutes
 - Regular Meeting Minutes, September 24, 2013
 - Public Hearing Minutes, October 8, 2013
4. Old Business
5. New Business
 - Resolution 2013-16 Evaluation of the Executive Director Policy and Procedure
 - Resolution 2013-17 Authorization to Establish a Security Deposit Fund
 - Resolution 2013-18 Transition Plan for Non-smoking Policy
 - Resolution 2013-19 Section 3 Plan and Policy
 - Resolution 2013-20 Write Off of Doubtful Accounts
 - Resolution 2013-21 Flat Rent 2014
 - Resolution 2013-22 Response to Field Office Letter of 10-31-13
6. Director's Report
 - Key Performance Indicators
 - Discussion Notes
7. Finances
 - September 2013 Financial Statements
 - October 2013 Financial Statements
8. Communications
None
9. Public Comment

This is an opportunity for citizens to comment on Housing Commission affairs. Citizens in attendance may be recognized by the Commission President. Citizen comments are not limited to agenda items but should be directed to Housing Commission services, activities or areas of involvement. The City of Manistee Housing Commission Public Comment Policy limits each individual to a three (3) minute statement. The City of Manistee Housing Commission will receive public comments at this time and will respond at a later date if the Housing Commission determines a response is appropriate.

10. Commissioner Report/Comment
11. Executive Session
The Commissioners will meet with Executive Director, Clinton McKinven-Copus, for the purpose of performing the annual evaluation of the Executive Director.
12. Return to Open Session
13. Additional Business
Resolution 2013-23 Executive Director Agreement
14. Motion to Adjourn

UPCOMING MEETINGS:

Date/Time	Location	Purpose
Tuesday January 28, 2014 4:00 PM	Council Chambers City Hall	Annual Meeting Regular Meeting
Tuesday October 22 4:00 PM	Council Chambers City Hall	Regular Meeting
Tuesday February 11, 2014 4:00 PM	Housing Commission Office Conference Room	Work Session
Tuesday February 25, 2014 4:00 PM	Council Chambers City Hall	Regular Meeting

CITY OF MANISTEE HOUSING COMMISSION

Regular Meeting Minutes

September 24, 2013

The Regular Meeting of the City of Manistee Housing Commission was held on Tuesday, September 24, 2013 at 4:00 p.m. at the City Council Chambers.

Members Present

- President Dale Priester
- Vice-President Doug Parkes
- Commissioner Donna Korzeniewski
- Commissioner Cheryl Stephison

Members Absent

- Treasurer Elbert Purdom

Staff Present

- Housing Coordinator Lorna Perski
- Executive Director/Commission Secretary Clinton McKinven-Copus

Amendments to the Agenda

There were no Amendments to the Agenda

Approval of Minutes

- Regular Meeting Minutes, August 27, 2013

Motion to Approve: Doug Parkes

Motion Seconded: Cheryl Stephison

Motion Approved

Old Business

There was no Old Business to discuss

New Business

Resolution 2013-14 Passbook Savings Rate for 2013-2-014 – A rate must be set that is tied to the FDIC that Lorna uses to calculate tenant asset income that brings into safe harbor with HUD. As of October 1, 2013 that rate is .06%. This resolution will allow us to change to the current FDIC Rate. Doug asked to have the percentage rate changed on the resolution to .06% so as to not confuse it with 6%.

Motion to Approve: Doug Parkes

Motion Seconded: Cheryl Stephison

Motion Approved

Regular Meeting Minutes

August 27, 2013

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Director's Report

The Occupancy Rate is at 100% at Century Terrace and Harborview right now. The house rate is not as good right now. Dale asked about Lorna's process for filling units. The turnaround time is still very good, but we have had a lot of vacancies and we have several homes that when vacant, need to have beams jacked up. The team is not happy that the rate goes down with house vacancies.

We need to have three month's reserve in our bank account, but we may have 5 months in reserve by the end of the year.

Rent collection is going very well. There was a profit of approximately \$36,000.00 this month.

Swidorski and Smalley Construction are the two bids for the demolition of the Manistee Plating Building between Century Terrace and Harborview. One bid was about \$6,000.00 and the other was about \$11,000.00. Swidorski won the bid for the demolition of 104 Park Avenue.

Finances

The Board of Commissioners reviewed and placed on file the August 2013 Financial Statements.

Motion to Accept and Place on File: Donna Korzeniewski

Motion Second: Cheryl Stephison

Motion Approved

Communications

There was a dividend check from HAAG Insurance in the amount of \$4,360.17. Dale asked what the return was on the \$100.00 deposit that we made at the beginning of the insurance group, it was \$78.00.

Clint got out a copy of the ADA 503 Planning that we needed to submit to HUD and Fair Housing. He said he received information that someone at Fair Housing received and read it yesterday. He doesn't know if HUD received or read it.

It was unclear as to how Clint is to submit reports to HUD after their last visit. The next big item is coming due in November, then the Maintenance Policy in February. Clint wants to wait on the return card from Fair Housing. Then he will e-mail to Willie and Ann at HUD and put it in the drop box for board members to see.

Regular Meeting Minutes

August 27, 2013

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Public Comment

No Public Comment

Commissioner Report/Comment

Doug asked about the article in the newspaper about the 13 and 17 year olds and the tenant issue at Century Terrace.

The next meeting is scheduled for October 22, 2013.

There has not been a date set for the Commissioner Training.

Motion to Adjourn

Motion to Approve: Donna Korzeniewski

Motion to Second: Doug Parkes

Motion Approved

Meeting adjourned at 4:50 p.m.

CITY OF MANISTEE HOUSING COMMISSION
Public Hearing—2014 Annual Plan
October 08, 2013

A Public Hearing and Meeting of the Commissioners of City of Manistee Housing Commission were held on October 08, 2013 at 4:00 p.m. at the Community Room of Harborview Apartments.

Members Present:

- Vice-President Doug Parkes
- Treasurer Elbert Purdom
- Commissioner Donna Korzeniewski
- Commissioner Cheryl Stephison

Members Absent:

- President Dale Priester, Excused due to work commitment

Staff Present:

- Executive Director/Commission Secretary Clinton McKinven-Copus

Others Present:

Receipt of Public Comments

No written comments from the general public were received.

Executive Director, Clinton McKinven-Copus presented comments/discussion of the recent Resident Advisory Board meeting concerning the 2014 Annual Plan.

Adoption of Plan

Resolution 2013-15 Adoption of the Five Year and 2014 Annual Plan and Amendments

Moved by: Donna Korzeniewski

Seconded by: Elbert Purdom

Motion approved, Resolution passed

Adjournment

Motion to Approve: Donna Korzeniewski

Motion Seconded: Elbert Purdom

Motion Approved

Meeting adjourned at approximately 5:00 p.m.

Dale Priester
President

Clinton McKinven-Copus
Executive Director

DRAFT

Key Performance Indicators

Reporting Month: December 10, 2013

Occupancy

Occupancy: As Of December 02, 2013			
Property	Total Units	Total Occupied	Occupancy Rate
HA Wide	214	211	98%
Century Terrace	119	117	98%
Harborview	48	48	100%
Scattered Sites	47	46	98%

Waiting List: As Of December 02, 2013				
Unit Size	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Applicants	25	41	37	9

Vacant Unit Turnaround Time:			
Total units from January 1—December 02, 2013: 78			
	Maintenance Turn	Lease-Up	Vacancy Days
Total Days	1,109	183	1,308
Average Days	7.63	2.35	10.19
Days Allotted by HUD			
	Maintenance Turn	Lease-Up	Vacancy Days
	15	5	20

Financial

RESERVES—September 2013

Min. Months Required Recovery Agreement	Min. Amount Required	Actual Months	Actual Amount
By 12/31/13—3	\$270,000		
By 12/31/14—4	\$360,00		
By 12/31/15—5	\$450,000		
Min. Months Required By Detroit Field Office	Min. Amount Required		
6 Months	\$540,000		
		4.27	\$384,874.31

KEY FINANCIAL INDICATORS—For the month of September 2013

Rent Roll	Rent Collected	Total Income	Total Expense	Capital Expense	Profit/(Loss)
\$50,130.00	\$52,074.00	\$96,112.68	\$86,496.75	\$2,068.75	\$6,547.18

RESERVES—October 2013

Min. Months Required Recovery Agreement	Min. Amount Required	Actual Months	Actual Amount
By 12/31/13—3	\$270,000		
By 12/31/14—4	\$360,00		
By 12/31/15—5	\$450,000		
Min. Months Required By Detroit Field Office	Min. Amount Required		
6 Months	\$540,000		
		4.19	\$377,094.69

KEY FINANCIAL INDICATORS—For the month of October 2013

Rent Roll	Rent Collected	Total Income	Total Expense	Capital Expense	Profit/(Loss)
\$51,115.00	\$51,629.00	\$94,408.20	\$100,173.25	\$0.00	(\$5,765.05)

Discussion Notes

Commission Meeting: December 10, 2013
Clinton McKinven-Copus, Executive Director

General Information

Procurement of Services, Materials and Construction
per CMHC Procurement Policy as amended August 25, 2009:

Micro Purchases (purchases of less than \$2,000)

Authorization Required: Executive Director

Description	Solicitation Type	Bids/Proposals Received	Awardee	Amount
None				

Competitive Proposal (purchases greater than \$100,000)

Authorization Required: Executive Director & Board of Commissioners

Description	Solicitation Type	Bids/Proposals Received	Awardee	Amount
None				

Small Purchases (purchases greater than \$2,000 and under \$100,000)

Authorization Required: Executive Director

Description	Solicitation Type	Bids/Proposals Received	Awardee	Amount

Communications Received:

Field Office Letter Dated October 31, 2013

Please refer to items within the packet for information and response to this communication.

Director's Reports

None in addition to the materials included in this packet.

Old Business

None

New Business

The meeting packet contains eight resolutions and related policies and reports to be reviewed and adopted by the Board of Commissioners. Rather than reiterate the information here I invite you to take the time to read each thoroughly.

Finance

See notes on Key Performance Indicator document.



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-16 Evaluation of the Executive Director Policy and Procedure

WHEREAS, the City of Manistee Housing Commission Board of Commissioners has a responsibility to evaluate the performance of the Housing Commission Executive Director, and

WHEREAS, has determined to establish a policy and procedure to fulfill this obligation;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopt the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of CMHC adopts the Policy and Procedure for Board Evaluation of the Executive Director.

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

City of Manistee Housing Commission

Title: Policy and Procedure for Board Evaluation of the Executive Director

Adopted: December 10, 2013

DRAFT

Executive Summary

The Board of Commissioners of the City of Manistee Housing Commission has created this policy and procedure to effectively evaluate the Executive Director.

Evaluation Procedure

The Personnel Committee of the Board of Commissioners shall ensure that the annual evaluation of the Executive Director is performed during the last quarter of each fiscal year. The Personnel Committee shall be responsible for the development of the evaluation tool/form and the administration of the tool/form to complete the evaluation. The Personnel Committee shall ensure that each Commissioner and the City Manager of the City of Manistee fully completes the evaluation tool/form in a timely manner.

Evaluation Policy

The Board of Commissioners of the City of Manistee Housing Commission shall conduct and complete an annual evaluation of the Executive Director during the last quarter of each fiscal year. The Personnel Committee of the Board of Commissioners is responsible for the development and administration of the evaluation tool/form. It is the responsibility of each Commissioner and the City Manager of the City of Manistee to complete the evaluation tool/form within the time frame established by the Personnel Committee.



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-17 Authorization to Establish a Security Deposit Fund

WHEREAS, the City of Manistee Housing Commission (CMHC) Board of Commissioners is required by the U.S. Department of Housing and Urban Development (HUD) to maintain a security deposit fund from which security deposit receipts and expenditures in the general fund are balanced monthly, and

WHEREAS, CMHC currently has invested \$50,000 (plus accrued interest) in Certificate of Deposit number 89018 at West Shore Bank as surety for its tenant security deposits, and

WHEREAS, the Certificate of Deposit matures on December 15, 2013 and is available for transaction on December 16, 2013;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopt the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of CMHC authorizes the Executive Director to

- Establish a Money Market (or similar) account with West Shore Bank using the proceeds of Certificate of Deposit number 89018 following established Housing Commission policy and procedure
- Develop a policy for Board approval governing the use and maintenance of the security deposit fund to be approved at the January 28, 2014 Commission meeting
- Develop a procedure manual guiding Housing Commission staff in following the security deposit fund policy

BE IT FURTHER RESOLVED that the Board of Commissioners authorizes the Executive Director to implement the security deposit fund beginning January 1, 2014. The Executive Director must make full report and disclosure of all transactions of the security deposit fund which occurred prior to approval of the Security Deposit Fund Policy.

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

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Dale Priester, President

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Clinton McKinven-Copus, Executive Director

DRAFT



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-18 Establishment of a Non-smoking Policy for CMHC Properties

WHEREAS, the City of Manistee Housing Commission (CMHC) is required by the Recovery Agreement with the U.S. Department of Housing and Urban Development (HUD) to establish a non-smoking policy for its properties, and

WHEREAS, CMHC is required by the Recover Agreement make all of its public housing properties smoke free, and

WHEREAS, CMHC will fulfill the obligations determined in the Recovery Agreement;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopt the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of CMHC establishes:

- All CMHC public housing properties shall be smoke free by January 1, 2015 (or sooner as determined by the Board of Commissioners)
- CMHC will utilize the “Transitioning to Smoke-Free Public Housing Implementation Kit” as prepared by the Nelrod Company
- CMHC shall establish and finalize a timetable for the implementation of its smoke-free policy at a work session scheduled for February 11, 2014
- CMHC Board of Commissioners shall authorize the timetable to implementation of its smoke-free policy at the regularly scheduled Commission meeting February 25, 2013

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

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Clinton McKinven-Copus, Executive Director

DRAFT

Exhibit 13

Transitioning to Smoke-Free Public Housing

Implementation Kit

IMPLEMENTATION KIT CONTENTS

Transition to Smoke-free Housing EZ Steps Guide

Sample Smoking Survey Form

Sample Tenant Notice of Proposed Change in Policy and Lease

Sample Notice of Smoke-Free Policy and Revision of Public Housing Lease

Sample Smoke-Free Lease Addendum

Public Housing Smoke-Free Policy



TRANSITION TO SMOKE-FREE PUBLIC HOUSING

Preparation

Have available current Admissions and Continued Occupancy Policy, Dwelling Lease and PHA Plan.

Implementation

- Step 1. Make initial determinations
 - a. Which buildings, units, complexes and areas will be smoke free?
 - b. Will the policy be phased in or will there be a quit date?
- Step 2. Obtain resident input
 - a. Survey residents about smoking preferences
 - b. Hold meetings to inform residents of planned action
- Step 3. Draft revisions to ACOP, Lease and/or Lease Addendum, and PHA Plan, if required. Have Lease/Lease Addendum reviewed by legal counsel for compliance with State and Local laws. Determine what, if any, incentives will be offered to make the transition go smoother.
- Step 4. Provide written notification to residents of lease and policy revisions in sufficient time to provide 30 days for receipt of written comments prior to adoption.
- Step 5. Adopt revisions to ACOP, Lease and/or Lease Addendum, and PHA Plan.
- Step 6. Make the Smoke-Free Policy public
 - a. Post notices at building entrances, in common areas and in site office.
 - b. Provide written notification to residents about the final rule and procedures that will be followed to implement it.
- Step 7. Execute new Lease with smoke-free language or Smoke-Free Lease Addendum at each annual recertification. Use for all new leases on/after effective date.
- Step 8. Develop Violation Notices and procedures for enforcement.
- Step 9. Enforce the policy uniformly.

Follow-Up (Quality Control)

Supervisor should review violations and enforcement actions monthly to ensure uniform application of policy.

Sample Smoking Survey

[Date]

Dear Residents:

We are pleased that you have chosen to reside at [name of building/property]. HUD, through PIH Notices 2009-21 and 2012-25, encourages housing agencies to go smoke-free. Smoke-free policies are being adopted for a number of reasons. Secondhand smoke is a health hazard, especially for children, the elderly, and persons with chronic illnesses. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. Based on data from the U.S. Fire Administration of the Department of Homeland Security, there were an estimated 18,700 smoking-material fires in homes in 2006.

To ensure the health and safety of all persons living here, we are considering adopting a smoke-free public housing policy for our buildings and individual units. We would like to hear from you! Please fill out the short survey below and return it to the property office.

Sincerely,

[Property Manager's name]

Cut here



Do you smoke in your unit?

- Yes, I smoke in my unit
- No, I do not smoke or allow others to smoke in my unit

Can you smell smoke in your unit? *Mark all that apply.*

- Yes, I can smell secondhand smoke coming into my unit from another unit or outside the building
- The smoke smell bothers me/The smoke smell makes me ill
- I'm worried about the effects of secondhand smoke on my health or the health of people who live with me

Would you like to live in a smoke-free building? *Mark one response only.*

- Yes, I would like our building to be smoke free; including the units
- No, I would like our building to continue to allow smoking in the units
- I have no preference

Comments:

Optional Information:

Name: _____ Building Name: _____ Unit #: _____

Agency Letterhead

Sample Tenant Notice of Proposed Change in Policy and Lease

Tenants must be notified and allowed opportunity for written comments at least 30 days before adoption.

[Date]

Dear Residents:

We are pleased that you have chosen to reside at [name of building/property]. To ensure the health and safety of all persons living here, we are considering adopting a smoke-free public housing policy for our buildings and individual units. HUD, through PIH Notices 2009-21 and 2012-25, encourages housing agencies to go smoke-free. Secondhand smoke is a health hazard, especially for children, the elderly, and persons with chronic illnesses. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. Based on data from the U.S. Fire Administration of the Department of Homeland Security, there were an estimated 18,700 smoking-material fires in homes in 2006.

You may obtain a copy of the proposed Smoke-Free lease addendum by contacting your property manager. A copy of the smoke-free addendum is posted in the Office and [insert locations].

You may comment on this proposed lease revision. Your comments must be in writing and received by [Housing Authority name] no later than 4:00 pm on [date at least 30 days after date of notice]. All written comments received will be considered before the adoption of the smoke-free addendum.

If you wish to submit written comments, please submit them to:

[property manager name]
[property name]
[mailing address]
[City, State, and Zip Code]

A resident meeting will be held at [insert time] on [insert date] at [insert location] to discuss this proposed lease revision. You are encouraged to attend this meeting to give your comments and to ask questions regarding the change. If you need special help due to a disability, or you need an interpreter, please contact your Property Manager.

Sincerely,

[name]

Property Manager

Agency Letterhead

Sample Notice of Smoke-Free Policy and Revision of Public Housing Lease

[Date]

Dear Resident,

The [Housing Authority Name] has decided to go smoke-free in order to provide a healthier and safer environment for its residents. The harmful effects of secondhand smoke and the fire danger caused by indoor smoking are simply too great to ignore. This is an issue for the entire property because cigarette smoke travels from unit to unit. Secondhand smoke can seep through outlets in walls, and spread through air conditioning and heating systems. When vacancies occur, cleaning a unit where the former resident smoked can be five times more expensive to the housing agency than cleaning a unit occupied by a nonsmoker.

Effectively immediately, smoking is prohibited in all indoor common areas (such as entrances, hallways, community rooms, offices, and laundry rooms).

Smoking will not be prohibited in individual units until leases come up for renewal. A smoke-free policy for individual units will be phased in as leases are renewed. The lease revision will affect where residents and their guests may smoke by establishing a smoke-free addendum that prohibits smoking inside apartment units, on patios, porches or balconies and within 10 feet of any building. All leases from this point forward will include a smoke-free addendum. You may obtain a copy of the Smoke-Free Addendum by contacting your property manager. A copy of the smoke-free addendum is posted in the Office and [insert locations].

Please consider this letter as notice about the changes that will be taking place upon your next lease renewal. We hope this new policy will help everyone breathe a bit easier.

Please sign this letter and return to management within one week. If you have any questions or concerns, please contact me.

Sincerely,

[name]
Property Manager

I understand and agree to abide by the policies contained in this letter.

Signature of Head of Household

Date

Signature of Spouse/Co-Head

Date

Signature of Other Adult

Date

Sample Smoke-Free Lease Addendum

Adjust this addendum as needed depending on your adopted policy. As with all legal documents, the PHA should have the Policy revision and Lease Addendum reviewed by Legal Counsel.

Date _____ Property name _____ Unit # _____

Resident name(s) _____

Resident address _____

The following terms, conditions and rules are hereby incorporated into the Lease Agreement for the above unit effective [date].

- 1. Smoke-Free Policy:** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, **[Housing Authority name]** has adopted a Smoke-Free Public Housing Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within **(HOW MANY FEET?)** feet of building(s) including entry ways, porches, balconies and patios. This prohibition extends to playgrounds, picnic areas, mail stations and other exterior common areas,
- 2. Definition of Smoking:** The term "smoking" means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product, marijuana cigarette, marijuana blunt or other lighted smoking device for burning tobacco or any other plant.
- 3. Smoke-Free Complex:** Resident agrees and acknowledges that the premises to be occupied by Resident and member of Residents family and household have been designated as a smoke-free living environment. Resident, Resident's family and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where Resident's dwelling is located, on any porches or balconies of dwelling or in any of the common areas, nor shall Resident permit any guests, visitors or service personnel under the control of Resident to do so.
- 4. Effect on Current Residents:** Resident acknowledges that current residents residing in the property under a prior Lease will not be immediately subject to the Smoke-Free Policy within their dwelling units. As current resident move out, or enter into new Leases, the Smoke-Free Policy will become effective for their new unit or new Lease.

5. **Landlord not a guarantor of smoke free environment:** Resident acknowledges that Landlord's adoption of a Smoke-Free Policy, and the efforts to designate portions of the Property as smoke-free do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the smoke-free portions of the Property. Landlord will take reasonable steps to enforce the Smoke-Free Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.

6. **Landlord Disclaimer:** Resident acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate portions of the Property as smoke-free does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the lease agreement.

7. **Lease violation:** Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute a material non-compliance with the lease agreement and such breach of this Addendum shall be grounds for termination of the Lease. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

_____	_____
Head of Household Signature	Date
_____	_____
Spouse/Co-Head Signature	Date
_____	_____
Other Adult Family Member Signature	Date
_____	_____
Other Adult Family Member Signature	Date
_____	_____
Property Manager/HA Representative	Date

Agency Letterhead

Sample Notice of Possible Smoke-Free Lease Addendum Violation

[Date]

[Resident Name]

[Address]

[City, State, Zip Code]

This is a courtesy notice of an unconfirmed lease violation. It is not a notice of lease termination. If [housing authority] elects to serve an eviction notice for the violations listed here, you will be served a lease termination notice in accordance with notification procedures outlined in your dwelling lease.

It has been brought to the attention of management that you may be in violation of the Smoke-Free Lease Addendum. It has been reported that on [date] at approximately [time], you were:

- Smoking in your unit
- Smoking in the common areas
- Smoking within **INSERT #** feet of the building

This is a serious lease violation of the No-Smoking Policy. A second violation of the Smoke-Free Policy may result in your being issued a Notice of Lease Termination.

If you have questions about this notice, or if you would like to discuss the matter, please notify your Property Manager. *[If the PHA has resident services staff, you may want to also refer to them.]*

At this time, no formal action is being taken by the [Housing Authority]. However, we do stress the importance of refraining from smoking in your unit, the common areas and within **INSERT #** feet of the building. Failure to do so is a violation of the material terms of your lease and may result in termination of your lease.

Sincerely,

[name]

Property Manager

City of Manistee Housing Commission
Manistee, Michigan
Public Housing Smoke-Free Policy

All Properties Smoke-free

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Authorized Use by the City of Manistee Housing Commission

© 2013 The Nelrod Company, Fort Worth, Texas 76109

City of Manistee Housing Commission

Smoke-free Public Housing Policy

Effective Date

Effective _____, the _____ adopts this Smoke-Free Public Housing Policy.

Policy

Resident Support

In 2009, HUD began urging Public Housing Agencies to implement Smoke-free policies to reduce risks to physical facilities and the tenants. After careful consideration, the City of Manistee Housing Commission (hereinafter referred to as PHA) solicited input from residents related to implementing such a policy. PHA conducted surveys and public hearings in order to obtain this input. The majority of the tenant population strongly supports a ban on Smoking in and on the PHA properties.

Purpose

Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the City of Manistee Housing Commission has adopted this Smoke-Free Public Housing Policy.

Smoke-free Living Environment

This policy prohibits smoking:

- In any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within _____ feet of building(s) including entry ways, porches, balconies and patios.
- At playgrounds, picnic areas, mail stations and other exterior common areas.
- In administrative/office buildings and maintenance buildings.
- In any PHA owned or operated vehicle.

Applicability

New Admissions

All new admissions signing a lease on, or after, the effective date of this policy are subject to all provisions herein. New residents are required to sign the Smoke-free Lease Addendum prior to occupying a unit.

Existing Tenants

Tenants under lease prior to the effective date of the policy are exempt from the smoking prohibition within the confines of their personal rental space until the effective date of their next lease renewal. Residents subject to this exemption are prohibited from smoking in other non-smoking areas.

Existing residents are required to sign the Smoke-free Lease Addendum at the first annual recertification after the effective date of this policy. Upon lease renewal, the household is subject to all provisions of this Smoke-Free Public Housing Policy.

Tenants who are not willing to live in a Smoke-free Property upon lease renewal should complete and submit a Notice to Vacate form prior to the expiration of the lease in order to avoid an adverse termination of assistance and possible eviction.

Visitors and Guests

This policy applies to all visitors and guests while on PHA owned properties. Tenants must not allow visitors and guests to violate this policy.

PHA Staff

This policy applies to all PHA staff while on PHA owned properties.

Definitions

Smoking: The term “smoking” means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product, marijuana cigarette, marijuana blunt or other lighted smoking device for burning tobacco or any other plant

Smoke-free Property: Any property, including interior and exterior areas, designated by the PHA as a Smoke-free Property is subject to the provisions of the Smoke-free Living Environment provisions listed above.

Designated Smoking Areas: Areas or buildings designated by the PHA where legal Smoking activities are allowed.

Lease Enforcement

Violation of the Smoke-free Policy will constitute a material lease violation and may result in enforcement actions up to and including eviction.

Reasonable Accommodation

Residents may request a Reasonable Accommodation in relation to the Smoke-free Policy, in accordance with the PHA’s Reasonable Accommodation Policy. Residents must adhere to the Smoke-free policy until such time as a Reasonable Accommodation is granted.

PHA Responsibilities

The PHA shall post no-smoking signs at entrances to all buildings on Smoke-free Properties.

The PHA will distribute a copy of this Policy and notice of the intent to implement the Policy to each household at least 30 days prior to the effective date of the Policy.

The PHA is responsible for the enforcement of this policy.

The PHA will ensure the lease, lease addendum and other occupancy policies are consistent with the provisions of this Policy.

The PHA will provide all residents a notice identifying any Designated Smoking Areas.

Resident Responsibilities

Residents shall abide by this Policy and shall inform their guests and occupants of the Policy.

Residents will not permit smoking by their guests or visitors on Smoke-free Properties.

All smoking material, including matches, lighters, cigarette butts and packaging, must be disposed of in a neat and safe manner. No person may throw these items or other smoking material on the ground.

Enforcement

Tenant failure to adhere to any of the conditions of this Policy shall be grounds for termination of the Lease.



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-19 Section 3 Plan and Policy

WHEREAS, the City of Manistee Housing Commission (CMHC) a Public Housing Authority (PHA) of the U.S. Department of Housing and Urban Development (HUD) is required by federal law to establish a Section 3 Plan and Policy;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopt the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Commissioners of CMHC adopts and implements the Section 3 Plan and Policy as attached.

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

City of Manistee Housing Commission

Title: Section 3 Plan and Policy

Adopted: December 10, 2013

DRAFT

Executive Summary

It is the policy of the City of Manistee Housing Commission to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of Manistee Housing Commission implements this policy through the awarding of contracts to contractors, vendors, and suppliers, to create employment and business opportunities for residents of the City of Manistee Housing Commission and other qualified low- and very-low income persons residing.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of City of Manistee Housing Commission residents and other eligible persons and business by City of Manistee Housing Commission contractors working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) funds. The City of Manistee Housing Commission shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to City of Manistee Housing Commission residents prior to acting on any proposed contract award.

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Exhibits/Forms

- Exhibit 1: Certification for Business Concerns Seeking Section 3 Preference
- Exhibit 2: Certification of Residents Seeking Preference in Training and Employment
- Exhibit 3: Contracting Policy & Procedure
- Exhibit 4: Special Conditions

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the City of Manistee Housing Commission to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Policy and Procedure

The City of Manistee Housing Commission will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to the City of Manistee Housing Commission be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form. The existing Procurement Policy also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE).

Section 3 Plan

The City of Manistee Housing Commission will develop a Section 3 Action Plan to identify the goals, objectives, and actions that will be implemented to ensure compliance with the requirements of Section 3. The City of Manistee Housing Commission's intent to develop this plan is to include input from various city departments to include and, as well as HUD. Input from other agencies and companies will be included, where applicable.

Section 3 Employment & Training Goals

It is the policy of the City of Manistee Housing Commission to utilize residents and other Section 3 eligible persons and businesses in contracts partially or wholly funded by the Department of Housing and Urban Development (HUD). The City of Manistee Housing Commission has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- Thirty percent (30%) of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors, vendors and suppliers to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All contractors submitting bids or proposals to the City of Manistee Housing Commission are required to certify that they comply with the requirements of Section 3.

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 3.

Section 3 Program Participant Certification Procedure

The City of Manistee Housing Commission will certify Section 3 program participants who reside in the City of Manistee Housing Commission and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Exhibit 3 – Section 3 Participant Eligibility for Preference form).

- All persons living in Manistee County who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
- Once this assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
- If the individual is deemed eligible for Section 3 participation and deemed not ready for employment, a referral will be made to other agencies that are better equipped to address the individual's needs, i.e., substance abuse providers, etc.
- The Section 3 job readiness component is a part of the City of Manistee Housing Commission commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

Resident Hiring Requirements

The City of Manistee Housing Commission has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in City of Manistee Housing Commission contracted labor efforts. A prime contractor may satisfy City of Manistee Housing Commission resident hiring requirements through its subcontractors.

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of City of Manistee Housing Commission public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy City of Manistee Housing Commission resident hiring requirement set forth above.

1. Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by City of Manistee Housing Commission public housing residents, or subcontract/joint venture with a business that employs full-time, 30% or more City of Manistee Housing Commission or low and very-low income individuals within Manistee County, or
2. Direct hiring of City of Manistee Housing Commission public housing residents and/or low and very low-income neighborhood residents based on the Resident Hiring Scale, or

3. Contractor incurs the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or
4. Contractor makes a contribution to City of Manistee Housing Commission Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

The City of Manistee Housing Commission will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.

City of Manistee Housing Commission Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.

City of Manistee Housing Commission Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.

City of Manistee Housing Commission Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.

City of Manistee Housing Commission Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

Preference for Contracting with Section 3 Business Concerns

The City of Manistee Housing Commission, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:

- **Category 1:** Business concerns that are 51% or more owned by residents of the housing development for which the work is performed, or whose full-time, permanent workforce includes 30% of these persons as employees.
- **Category 2:** Business concerns that are 51% or more owned by residents of the Agency's public housing development(s) other than the housing development where the work is to be performed; or whose full-time permanent workforce includes 30% of these persons as employees.
- **Category 3:** HUD Youthbuild programs being carried out in Manistee County in which Section 3 covered assistance is expended.
- **Category 4:** Business concerns that are 51% or more owned by a Section 3 resident(s), or whose permanent, full-time workforce includes no less than 30% Section 3 residents (category 4 business); or that subcontract in excess of 25% of the total amount of subcontracts to Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by the City of Manistee Housing Commission.

Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Manistee Housing Commission shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form, which can be obtained from the City of Manistee Housing Commission Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of the City of Manistee Housing Commission prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

Resident Owned Business Contracting

City of Manistee Housing Commission will consider utilizing the alternative procurement process (Section 24 CFR Part 963) when contracting with businesses owned in substantial part by housing agency residents (resident-owned business) for public housing services, supplies or construction.

To be eligible for the alternative procurement process, a business must submit evidence to City of Manistee Housing Commission that shows how each of the following requirements has been met:

- Submit certified copies of any city, state, or county municipal licenses that support the type of business activity for which it performs.
- Disclose to the Section 3 Coordinator, all owners of the business, as well as, each owners percentage of ownership and names of those individuals who possess the authority to make decisions on a day-to-day basis.
- Submit evidence that the business is able to perform successfully under the terms and conditions of the proposed contract.
- Provide a certified listing of all contracts awarded and received under the alternative procurement process within a two-year period. If a resident-owned business has received under this alternative contracting procedure one or more contracts (within the two-year period) with total combined dollars of \$1,000,000, then it is no longer eligible for additional contracts under the alternative process until the 2-year period is past.

This alternative procurement policy is based upon the procurement procedure and policy set forth in HUD's regulations at 24 CFR, Part 85.36, but applies only to solicitations of resident-owned businesses. The City of Manistee Housing Commission will utilize the alternative contracting procedure for resident-owned businesses only in cases where it is considered to be in the best businesses, economic and service interests of the agency.

Efforts to Award Contract Opportunities to Section 3 Business Concerns

The City of Manistee Housing Commission will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

- Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
- Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
- Conduct workshops on City of Manistee Housing Commission contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Contact the Manistee County Business Development Department, business assistance agencies, Minority and Women’s Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
- Establish relationships with the Small Business Administration (SBA), Minority and Women’s Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist City of Manistee Housing Commission with educating and mentoring residents with a desire to start their own businesses.
- Seek out referral sources in order to ensure job readiness for public housing residents through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.
- Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

Section 3 Residents Recruitment, Training, and Employment Goals

City of Manistee Housing Commission will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

- Training opportunities will be advertised in the monthly resident newsletter and/or posted in common areas of the housing developments as well as all City of Manistee Housing Commission public housing management office.
- The Resident Council and Neighborhood Watch Program will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
- Employment opportunities will be advertised by posting job vacancies in common areas of all of the City of Manistee Housing Commission developments as well as contacting the Resident Council and Neighborhood Watch Program.
- A database will be developed of certified public housing residents.
- A database will be developed to maintain a skill assessment of all Section 3 residents of public housing.

- A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to the availability of contract opportunities.
- Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
- A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor may be incorporated into the contract.

Employment of Section 3 Program Participants

- The Section 3 Coordinator will conduct a pre-interview with all residents prior to being hired by a contractor.
- The pre-interview will assess job readiness (i.e., childcare, transportation, work maturity, job retention skills). Only residents meeting the minimum qualifications of the contractor or subcontractor will be referred to the job site. Residents not deemed job ready would be referred elsewhere. It is imperative that the resident's basic needs are met prior to employment.
 - If a resident is referred to a contractor and does not perform satisfactorily due to poor work habits (i.e., tardiness, absenteeism, alcohol/drugs, abusive language, fighting, etc.) she/he will be allowed two additional opportunities to be referred to other contractors. If after that time the resident still does not perform satisfactorily, it will be mandatory that she/he attend and complete a job readiness class, alcohol/drug treatment center, or any other program that he or she may be required to attend. After successful completion the resident will be given the opportunity to be reinstated on the list of residents available for work.
 - Residents experiencing problems with contractors should first communicate the problem to the employer. If the problem cannot be solved between the employee and employer, the Section 3 Coordinator will meet with the parties involved to assist in trying to resolve the problem. Residents and employers (contractors or subcontractors) should document problems whenever they occur and record any and all efforts to correct them. The written documentation of the problem should be submitted to the Section 3 Coordinator.
 - In order to qualify for employment with contractors, public housing residents must have their name(s) on a City of Manistee Housing Commission lease, be current on rent, be at least eighteen years of age, and not be involved in any legal action with City of Manistee Housing Commission (current documented eviction, criminal and drug activity or trespassing).
 - Residents not interested in construction employment opportunities will be assessed for other skills (clerical, administrative, etc.) and will have the opportunity to receive help with interviewing techniques, mock interviews, resume preparation, application assistance, employment leads, and how to dress for success when conducting a job search.
 - Residents interested in pursuing General Equivalency Diploma (GED) and continued training education will be referred to those resources by the Section 3 Coordinator who will maintain bi-weekly contact with residents to monitor progress.

Contractor's Requirements in Employing Section 3 participants:

Under the City of Manistee Housing Commission Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
 - a) **Category 1 – Section 3 Resident**
Residents of the housing development or developments for which the contract shall be expended.
 - b) **Category 2 – Section 3 Resident**
Residents of other housing developments managed by the City of Manistee Housing Commission.
 - c) **Category 3 – Section 3 Resident**
Participants in HUD Youthbuild program being carried out in the project boundary area.
 - d) **Category 4 – Section 3 Resident**
Residents residing in Manistee County who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
- After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
 - names of the Section 3 business concerns to be utilized,
 - estimates of the number of employees to be utilized for contract,
 - projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
 - efforts that will be utilized to seek Section 3 participants. (See Exhibit 2)
- Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness and that the individuals are not involved in any legal proceedings against/with the City of Manistee Housing Commission.
- Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award.
- Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the City of Manistee Housing Commission Section 3 Coordinator.
- Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
- Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.

Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, City of Manistee Housing Commission encourages submittal of such complaints to its Section 3 Coordinator as follows:

- Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
- Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the City of Manistee Housing Commission. The City of Manistee Housing Commission will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City of Manistee Housing Commission a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity
United States Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – the Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) – Public Housing Agency.

Housing Development – low-income housing owned, developed, or operated by public housing agencies in accordance with HUD’s public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-income person – families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area – a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 – Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Business Concern – a business concern,

- 1) That is 51 percent or more owned by Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts – a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project - the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor’s obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary’s findings that such variations are necessary because of unusually high or low family incomes.

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPBILITY**

Name of Business _____

Address of Business _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

- Copy of resident lease
- Copy of receipt of public assistance
- Copy of evidence of participation
- Other evidence in a public assistance program

For business entity as applicable:

- Copy of Articles of Incorporation
- Certificate of Good Standing
- Assumed Business Name Certificate
- Partnership Agreement
- List of owners/stockholders and % ownership of each
- Corporation Annual Report
- Latest Board minutes appointing officers
- Organization chart with names and titles and brief function statement
- Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- List of all current full-time employees
- List of employees claiming Section 3 status
- PHA/IHA Residential lease less than 3 years from day of employment
- Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Authorizing Name and Signature (corporate seal)

Attested by: _____

RESIDENT EMPLOYMENT OPPORTUNITY DATA

**THE CITY OF MANISTEE HOUSING COMMISSION
ELIGIBILITY FOR PREFERENCE**

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

**Certification for Resident Seeking Section 3 Preference in Training and
Employment**

I, _____, am a legal resident of the _____
_____ and meet the income eligibility guidelines for a low-
or very-low-income person as published on the reverse.

My permanent address is: _____

I have attached the following documentation as evidence of my status:

- | | |
|--|---|
| <input type="checkbox"/> Copy of lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of Evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence
_____ |

Signature

Printed Name

Date

SECTION 3 INCOME LIMITS

All residents of public housing developments of the City of Manistee Housing Commission qualify as Section 3 residents. Additionally, individuals residing in the County of Manistee, Michigan.

Who meet the income limits set forth below, can also qualify for Section 3 status. A picture identification card and proof of current residency is required.

Eligibility Guideline

Number in Household	Very Low Income	Low Income
1 individual	\$18,150	\$29,050
2 individuals	\$20,750	\$33,200
3 individuals	\$23,350	\$37,350
4 individuals	\$25,900	\$41,450
5 individuals	\$28,000	\$44,800
6 individuals	\$30,050	\$48,100
7 individuals	\$32,150	\$51,400
8 individuals	\$34,200	\$54,750

SECTION 3 CONTRACTING
POLICY AND PROCEDURE

INTRODUCTION

The mission of City of Manistee Housing Commission is to be the area’s affordable housing of choice. We provide and maintain safe, quality housing in a cost-effective manner. By partnering with others, we offer rental assistance and other related services to our community in a non-discriminatory manner.

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal State, and local laws and regulations, be directed to low and very-low income individuals, especially recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very-low income individuals. (Section 3 means section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u).

Section 3 requirements apply to all contractors and subcontractors performing work in connection with projects and activities funded by public housing assistance covered by Section 3, regardless of the amount of the contract or subcontract. Section 3 covered contracts do not include contracts for the purchase of supplies and materials unless the contract includes the installation of the materials.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern qualifies as a Section 3-business concern. (Refer to What Is A Section 3 Business Concern?). The Section 3 business must also be able to demonstrate its ability to complete the contract. The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36, 24 CFR 85.36b(8).

Contractors who do not qualify as Section 3 business concerns, but who enter into contracts with the City of Manistee Housing Commission, must agree to comply with certain general conditions (refer to Section 3 Clause). All contractors and subcontractors, including Section 3 businesses, must comply with these general conditions. Included in these conditions is the requirement that each contractor and subcontractor submit with each pay request a report of Section 3 compliance (refer to Section 3 Compliance Report). Failure to comply with these general conditions may lead to sanctions which can include termination of the contract for default and suspension or debarment from future HUD-assisted contracts (refer to Sanctions for Contractor’s Noncompliance).

Please direct any questions you may have regarding this information to:
Clinton McKinven-Copus, Executive Director
City of Manistee Housing Commission

WHAT IS A SECTION 3 BUSINESS CONCERN?

A Section 3 Business Concern is a business concern, as defined in this section—

1. That is fifty-one percent (51%) or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least thirty percent (30%) of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of twenty-five percent (25%) of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in items (1) or (2) above.

Note: A business concern seeking to qualify for Section 3 shall certify and submit evidence that the business meets one of the guidelines stated above. (Refer to Certification for Business Concerns Seeking Section 3 Preference in Contracting and Demonstration of Capability Form – Exhibit 1)

WHO IS A SECTION 3 RESIDENT?

For purposes of the City of Manistee Housing Commission, a Section 3 resident is:

1. A City of Manistee Housing Commission resident;
2. An individual who lives within Manistee County and whose income falls within the guidelines for low- or very low income.

ORDER OF PROVIDING PREFERENCE SECTION 3 BUSINESS CONCERN

When considering the award of contracts to business concerns, and more than one Section 3 business concern is being considered, to the greatest extent possible, awards shall be made in the following order of priority:

1. A Section 3 business concern that is fifty-one percent (51%) or more owned by resident(s) of the public housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) of the residents of the public housing development in which the work is directed;
2. A Section 3 business that is majority owned by resident(s) of other developments owned by City of Manistee Housing Commission, but not the housing development in which the work is directed, or whose full-time, permanent employees include at least thirty percent (30%) residents of other developments owned by City of Manistee Housing Commission but not the housing development in which the work is directed;
3. HUD Youthbuild programs that are being carried out in the county in which the Section 3 covered assistance is expended.

4. A Section 3 business concern that is majority owned by a Section 3 resident who is not a public housing resident or whose permanent, full-time workforce includes no less than thirty percent (30%) Section 3 residents who are not public housing residents, or that subcontract in excess of twenty-five percent (25%) of the total amount of subcontracts to Section 3 business concerns.

Note: A Section 3 business concern seeking any of the above preferences shall submit evidence that it meets the guidelines of that preference.

WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?

The City of Manistee Housing Commission will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the Housing Agency's satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all businesses must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order of priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

ORDER OF PROVIDING PREFERENCE EMPLOYMENT OF SECTION 3 RESIDENT

When considering the employment of a Section 3 resident, the following order of priority is followed as outlined in 24 CFR 135.32:

1. Category 1 – Section 3 Resident

Residents of the housing development or developments in which the contract shall be expended.

2. Category 2 – Section 3 Resident

Residents of other housing developments managed by City of Manistee Housing Commission.

3. Category 3 – Section 3 Resident

Participants in HUD Youthbuild program being carried out.

4. Category 4 – Section 3 Resident

All other residents (including Section 8 recipients) of Manistee County who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).

In all cases, applicants must meet the minimum qualifications for the position. In no instance shall it be construed that preference is given to Section 3 residents who do not meet these minimum qualifications.

SECTION 3 INCOME LIMITS

All residents of public housing developments of The City of Manistee Housing Commission qualify as Section 3 residents. Additionally, individuals residing within Manistee County and who meet the income limits set forth below, can also qualify for Section 3 status.

BIG RAPIDS HOUSING COMMISSION - INCOME LIMITS		
Number in Household	Very Low Income	Low Income
1 Individual	\$18,150	\$29,050
2 Individuals	\$20,750	\$33,200
3 Individuals	\$23,350	\$37,350
4 Individuals	\$25,900	\$41,450
5 Individuals	\$28,000	\$44,800
6 Individuals	\$30,050	\$48,100
7 Individuals	\$32,150	\$51,400
8 Individuals	\$34,200	\$54,750

Exhibit 4

SECTION 3 SPECIAL CONDITIONS

The City of Manistee Housing Commission has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors’ hiring of City of Manistee Housing Commission residents, other low income and/or very low-income residents residing in Manistee County.

1. Procurement Documents

Each bidder/proposer must include a Section 3 Opportunities Plan or a Schedule D which indicates its commitment to meet City of Manistee Housing Commission resident hiring requirements.

If a bidder/proposer fails to submit a Section 3 Opportunities Plan or a Schedule D and the related data along with the bid/proposal, such bid/proposal will be declared as “non-responsive”.

For invitations for Bids (“IFB”) where awards are made to the lowest, responsive and responsible bidder, the bidder’s commitment to satisfy City of Manistee Housing Commission resident hiring requirements will be a factor used in determining whether the bidder is “responsive”.

For RFQ’s, RFP’s and IFB’s, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

2. Resident Hiring Requirements

In view of City of Manistee Housing Commission’s desire to provide their residents and neighborhood residents with employment opportunities, the following scale for resident hiring will be utilized on all construction contracts, service contracts, and professional service contracts containing a “labor” component:

TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS	RESIDENT AS A % OF TOTAL LABOR DOLLARS
At least \$25,000, but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least 1 million, but less than \$2 million	4% of the labor dollars
At least 2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – 1/2% of the labor dollars

With this sliding formula, it is expected that an appropriate number of public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy City of Manistee Housing Commission resident hiring requirements set forth above.

3. Enforcement

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below. During the post award or pre-bid conference, the objective shall be to impact critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts does not require Davis-Bacon)

Davis-Bacon
Minority and Women Owned Business Participation
Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

4. Monitoring and Enforcement Authority and Responsibility

The function of monitoring and enforcing resident hiring will be carried out by the Section 3 Coordinator, including all field activities.

DEFINITION:

For participation in the Resident Hiring effort, a resident is defined as anyone who is residing in the City of Manistee Housing Commission developments, Section 8 residents and individuals residing within Manistee County who can be classified as low-and very-low income.

INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

The Section 3 Opportunities Plan is to be completed for service and professional contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

- 1) Subcontract or joint venture with a resident owned business. The business must be 51% or more owned by residents of the City of Manistee Housing Commission, or subcontractor/joint venture with a business that employs full-time, at least 30% of the residents of the City of Manistee Housing Commission, or low and very low income individuals within Manistee County, or
- 2) Direct hiring of City of Manistee Housing Commission public housing residents and/or low and very low-income neighborhood residents, or
- 3) Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Section 3 Coordinator of the City of Manistee Housing Commission.
- 4) Contribute to City of Manistee Housing Commission resident educational fund in an amount commensurate with the sliding scale included in the Section 3 Conditions.

If a prime contractor is unable to satisfy City of Manistee Housing Commission resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project.

In paragraph number one (1), if the (sub)contractor has identified a resident owned business or a business which employs 30% or more City of Manistee Housing Commission or Neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.

If the (sub)contractor plans to hire City of Manistee Housing Commission or Neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s). For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into City of Manistee Housing Commission Section 3 Resident Educational Fund. In which case, the corresponding paragraph must be completed.

If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into City of Manistee Housing Commission Resident Educational Fund, in which case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

The third section is to be completed by listing current staff to be used to complete the work bid upon.

- (1) List the job titles,
- (2) Complete the Needed column if additional staff will be required to fulfill the classification,
- (3) In the Total column, list the total number of staff plus the number needed,
- (4) In the City of Manistee Housing Commission and LIAR columns, list the number of current staff who are residents of City of Manistee Housing Commission, or who are low or very low income neighborhood residents,
- (5) In the To Be Filled column, list the number of positions that fit into the low and very low-income City of Manistee Housing Commission residents and low and very low income Area Residents (LIAR) who will be hired.
- (6) In the Hiring Goal column, list the number of City of Manistee Housing Commission residents or low and very low-income neighborhood residents you intend to hire.

The final section is to be completed after the contract has been awarded; interviews have taken place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to the Section 3 Coordinator. The City of Manistee Housing Commission resident and neighborhood residents are screened and skills assessed by the Section 3 Coordinator. Each contractor is required to attend a pre-construction conference with the Section 3 Coordinator where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Section 3 coordinator will refer qualified residents to be interviewed by the contractor. The Section 3 Opportunities Plan that is submitted with the RFQ/RFP/IFB and the final copy that is submitted to the Section 3 Coordinator must be signed and include the title of the person executing the plan.

SECTION 3 OPPORTUNITIES PLAN

Business Opportunities and Employment Training of City of Manistee Housing Commission Residents and Low and Very Low Income Neighborhood Residents

I. Opportunities Plan

The Contractor had identified City of Manistee Housing Commission Section 3 resident owned business(es) or Manistee County business(es) which employ 30% or more Section 3 residents to comply with _____% of its Section 3 requirements covered under Contract#_____. (Option 1)

Alternately, the Contractor hereby agrees to comply with all the provisions set forth by the City of Manistee Housing Commission and all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. Resolutions implementing Section 3 requirements. The Contractor hereby submits this document to identify employment opportunities for the City of Manistee Housing Commission residents and low and very low-income area residents, during the term of the contract between the Contractor and City of Manistee Housing Commission. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract # _____. The Contractor has committed to employ the following in order to comply with _____% of its Section 3 requirements. (Option 2)

The above percentage(s) equal(s) 50% of the Contractor’s Section 3 obligations. Option three (3) on page 30 equals 25% of compliance and Option four (4) on page 30 equals 25% of compliance. You may choose one option to comply or all; however, total compliance must equal 100%. The Contractor hereby agrees by signing below that any remaining percentages will be deducted from payouts placed in the City of Manistee Housing Commission Section 3 Educational Fund.

II. Labor Survey:

SPEC OR RFP TITLE					SPEC OR RFP NUMBER		
1. JOB TITLE	2. NEEDED	3. Number of Positions			4. Hiring Goal		
		FILLED			4. TO BE FILLED	a. Residents of BRHC	b. LIAR
		a. Total	b. LIBRHCR	c. LIAR			

III. Resident List Section 3 Resident Employee Information (Jobs to be filled)			
Job Title	LIBRHCR or LIAR NAME	ADDRESS	Social Security Number

LIBRHCR = Low and Very Low Income City of Manistee Housing Commission Resident
 LIAR = Low and Very Low Income Area Resident

Please check the Option(s) that describe your contracting efforts:

- Option 1: Subcontract with Section 3 Business(es) – 25%
- Option 2: Hire Section 3 residents/participants – 25%
- Option 3: I have a training program in place and am willing to train City of Manistee Housing Commission residents – 25%
- Option 4: Contribute to the City of Manistee Housing Commission training/educational fund for resident training – 25%

In the event I am awarded the contract, I have the option to submit my check in the compliance amount of the start of contract date, or allow City of Manistee Housing Commission to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

You may comply by choosing one or all options. Remember your compliance must be equal to 100% as noted on page 1, paragraph three (3), or any remaining percentages will be deducted from payouts and placed in the City of Manistee Housing Commission resident training/educational fund account.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Contractor's Signature and Title: _____

Date: _____

NAME OF PRIME CONTRACTOR: _____
TITLE OF RFP OR SPEC: _____
SPEC. # OR RFP # OR PURCHASE ORDER#: _____
CONTRACT #: _____

SECTION 3 COORDINATOR

WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS.

1. Employment and Training of the City of Manistee Housing Commission Public Housing Residents and Low and Very Low Income Area Residents.

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Schedule D as its Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section D on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Schedule D. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to City of Manistee Housing Commission and neighborhood residents.

The failure of the Contractor to comply with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract must complete this Schedule D and submit all relevant information required herein. A prime contractor, through its' subcontractors may

satisfy the City of Manistee Housing Commission Resident Hiring Requirements. Please complete the Skill Needs Table in Section 1 of Section 3 Opportunities Plan in the following columns.

- 1) indicate each category of employment for all phases of this contract;
- 2) the number of positions which will be needed in each category;
- 3) how many of those positions are currently filled;
 - a) the number filled by neighborhood residents, excluding City of Manistee Housing Commission residents;
 - (b) the number filled by City of Manistee Housing Commission Public Housing residents;
 - (c) how many positions need to be filled.
- 4) Indicate your goal for the number of positions you intend to fill with:
 - (a) Section 3 Public Housing Residents
 - (b) Low and Very low income area residents of Manistee County.

NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 80% of the median income in the County of Manistee and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq; as amended.

II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

- 1) Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
- 2) A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
- 3) A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

(President or Authorized Officer)

Date: _____



**City of Manistee
Housing Commission**

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Redactions for compliance with Federal Privacy Act

Resolution 2013-20
Write Off Of Doubtful Accounts

WHEREAS, it is the intention of the City of Manistee Housing Commission(the “CMHC”) to fully collect all rent and related charges assessed to residents, and

WHEREAS, the City of Manistee Housing Commission has made every reasonable attempt to collect on the accounts listed in this resolution,

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopts the following resolution:

IT IS HEREBY RESOLVED that the Board of Commissioners authorizes that the following accounts and said amounts owed be written off:

Name	Amount Owed	Reason	Action Taken
██████████	\$ 606.93	Eviction	Sending to collections/recorded in EIV
██████████	\$ 176.15	Eviction	Sending to collections/recorded in EIV
██████████	\$ 43.00	Moved Out	Sending to collections/recorded in EIV
██████████	\$ 268.00	Eviction	Sending to collections/recorded in EIV
██████████	\$2,031.55	Eviction	Sent to collections/recorded in EIV
██████████	\$ 835.04	Moved Out	Sent to collections/recorded in EIV
██████████	\$ 202.02	Eviction	Sending to collections/recorded in EIV
██████████	\$ 413.85	Eviction	Sending to collections/recorded in EIV
██████████	\$ 347.18	Eviction	Sending to collections/recorded in EIV
██████████	\$3,406.18	Eviction	Sent to collections/recorded in EIV
██████████	\$ 328.37	Moved Out	Sending to collections/recorded in EIV
TOTAL	\$8,658.27		

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-21 **2014 Flat Rents**

WHEREAS, the Quality Housing and Work Responsibility Act of 1998, Section 523, requires that all Housing Agencies establish a Flat Rent, and

WHEREAS, the City of Manistee Housing Commission Admissions and Continued Occupancy Policy, Section C10.2 establishes the use of a reasonable method to determine the flat rent for a unit, and

WHEREAS, the concept of flat rent is to provide a “cap” or maximum rent for higher income families, and

WHEREAS, the intention is to attract and retain higher income families in order to create a broad range of incomes and more diverse resident body, and

WHEREAS, the City of Manistee Housing Commission established by Resolution #2006-2 the use of MSHDA’s payment standards for Manistee County as the reasonable method to determine flat rent for a unit, and

WHEREAS, the City of Manistee Housing Commission established by Resolution #2006-2 that flat rent will adjusted annually in accordance with the MSHDA standards effective January 1 of each year, and

WHEREAS, the MSHDA standards were recently made available;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopts the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Manistee Housing Commission will adjust the flat rents for the 2014 calendar year using the MSHDA standards effective January 1, 2014 using the attached Flat Rent Schedule.

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

**City of Manistee Housing Commission
Flat Rent Schedule
Effective: January 1—December 31, 2014**

Family Housing

1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
\$473.00	\$533.00	\$682.00	\$717.00

Century Terrace

1 Bedroom	2 Bedroom		
\$473.00	\$640.00		

Harborview

1 Bedroom	2 Bedroom		
\$432.00	\$594.00		

New Duplexes (1703, 1703 ½, 1707, & 1707 ½ Vine Street)

	2 Bedroom		
	\$525.00		



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-22 Response to Field Office Letter 10-31-2013

WHEREAS, the City of Manistee Housing Commission received a letter (Letter) from the Detroit Field Office of the U.S. Department of Housing and Urban Development in response to the August 20-22, 2013 onsite visit dated October 31, 2013, and

WHEREAS, the Letter requires a response and documentation from the City of Manistee Housing Commission;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopts the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Manistee Housing Commission authorizes

- President Dale Priester to execute the cover letter to the CMHC response, as presented at the December 10, 2013 Commission meeting with any additions, corrections or changes determined at that time
- Executive Director Clinton McKinven-Copus to submit the executed cover letter and response documentation as presented at the December 10, 2013 Commission meeting with any additions, corrections or changes determined at that time

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

DRAFT

**City of Manistee Housing Commission
Flat Rent Schedule
Effective: January 1—December 31, 2014**

Family Housing

1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
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New Duplexes (1703, 1703 ½, 1707, & 1707 ½ Vine Street)

	2 Bedroom		
	\$525.00		



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

December XX, 2013

Mr. Willie C.H. Garrett
Director
Office of Public Housing
Detroit Field Office
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592

SUBJECT: Formal Response to Assessment of FY 2012 Onsite Review and Action Plan Progress Report

Dear Mr. Garrett,

Attached you will find the Board of Commissioners' formal response to your letter dated October 31, 2013. The response provides detailed information and supporting documentation.

The Board of Commissioners, at this time, raises with you and the U.S. Department of Housing and Urban Development the following issues.

Issue One:

Field Office staff determined during the onsite visit that City of Manistee Housing Commission was not following its own policy of training new Board members. That statement is categorically false, as demonstrated by our report and the attestation of new Commissioner Cheryl A. Stephison. The Board of Commissioners' requests that the Field Office withdraw that finding and provide written documentation of the withdrawal to the Housing Commission office.

Issue Two:

Field Office staff has closed the Recovery Agreement Action Item requiring that our cash reserves be at 5 months by December 31, 2015 and opened a new finding that our cash reserves must be at 6 months. The Board of Commissioners requests that the Field Office provide regulatory documentation for changing the executed Recovery Agreement between HUD, the City of Manistee and the City of Manistee Housing Commission. If regulatory documentation is not available to support the actions of the Field Office, the Board of Commissioners requests written acknowledgment that HUD will continue to honor the agreed-upon terms of the Recovery Agreement.

Issue Three:

The Board of Commissioners is distressed that the following Field Office staff

- Claunella Richardson
- Valerie Sims
- Jinane English

have attempted to require that the Housing Commission break State of Michigan Law by violating the Open Meetings Act. During the onsite visit of August 20-22, 2013 Field Office staff requested to meet with the Board of Commissioners

- For an opening session August 20, 2013
- Throughout the all day working session of August 21, 2013, and
- For a closing session on August 22, 2013

As required by Law, the Housing Commission posted the meetings and times to the public because a quorum of the Board of Commissioners would be present and would be discussing Housing Commission business.

Members of the public, including a representative from the local media, were present at the opening session August 20, 2013. The next morning an article, accurately reflecting the meeting, appeared in the Manistee News Advocate (the local newspaper). At the opening of our working session of August 21, 2013 both Claunella Richardson and Valerie Sims heatedly argued with Executive Director McKinven-Copus that the meetings should not be open to the public and that they (as HUD staff) could not be quoted in the newspaper. At one point Ms. Richardson directed the Housing Commission Executive Director to bar the media from the Housing Commission property. Executive Director McKinven-Copus immediately called our General Counsel who came over to reason with Field Office staff. Ms. Richardson continued to argue and insist that these meetings were exempted from the State of Michigan Open Meetings Act even as Housing Commission General Counsel attempted to inform her of the law.

The Housing Commission was informed that at the end of the day, August 21, 2013, both Claunella Richardson and Valerie Sims visited the offices of the Manistee News Advocate and demanded that the Editor retract their statements from the paper, claiming exemption from the Open Meetings Act.

During the closing session held on August 22, 2013, Field Office staff stated to those present, including members of the public and media, that the meeting would be brief and without specifics since members of the public and media were present. At the end of the meeting Ms. Richardson and Ms. Sims approached the representative of the media and once again argued their exemption from the Open Meetings Act.

The Board of Commissioners of the City of Manistee Housing Commission is troubled by these actions on many levels, specifically that

- Field Office staff would demand that Commissioners and Housing Commission staff break the law of the State of Michigan

- Field Office staff would demand that our Executive Director bar members of the media from our properties, and that
- Field Office staff would claim exemption, when meeting with the Board of Commissioners to discuss Housing Commission business and activities, from the State of Michigan Open Meetings Act.

The Board of Commissioners of the City of Manistee Housing Commission requests a formal investigation of this matter by officials not assigned to the Detroit Field Office of the U.S. Department of Housing and Urban Development. Furthermore, we request that the findings of this investigation be presented in written format to all individuals copied on this letter.

The Board of Commissioners requires written receipt, delivered to the Housing Commission office by certified mail, of who will perform the investigation, the date the investigation shall commence and the date the formal report shall be delivered to the City of Manistee Housing Commission.

Issue Four:

Field Office staff, while meeting with Commissioners and Housing Commission staff during the onsite visit, often quoted from information and reports that they informed us were unavailable to the Commissioners or Housing Commission staff. We find this troubling. Often information seemed out of context and inaccurate, yet we were not afforded the opportunity to address the information since we were prohibited from viewing the source documents.

The Board of Commissioners formally requests that the Field Office provide the Housing Commission with the HUD regulations and federal laws that

1. Allow for such “secret” documents; and
2. Require a PHA to be held accountable to the secret documents without providing the PHA access to those documents.

Issue Five:

The Board of Commissioners, on several occasions and specifically through President Dale Priester, has requested that Field Office staff cease intentionally excluding the Housing Commission Executive Director from communication by directly, and often solely, contacting Commissioners. The Field Office persists in these activities, the most recent of which is the exclusion of the “2013 On-site Review: Confirmation of 2011 PHARS Recovery Agreement and Action Plan” form from the Executive Director packet when the October 31, 2013 letter was mailed.

The Board of Commissioners interrupts these actions of the Field Office as subversive, unprofessional and lacking in governmental transparency.

In closing, the Board of Commissioners of the City of Manistee Housing Commission requests all responses (email, U.S. Mail and other) regarding the matters in this letter and its attachments be addressed to:

Board of Commissioners
City of Manistee Housing Commission
Attn: Executive Director, Clinton McKinven-Copus
273 Sixth Ave
Manistee, MI 49660

By email: clintonmc@manisteehousing.com

Sincerely,

Dale Priester
CMHC Board of Commissioners, President

Cc:

Senator Carl Levin
Patrick V. McNamara Federal Building
477 Michigan Avenue, Suite 1860
Detroit, MI 48226-2576

Senator Debbie Stabenow
3335 S. Airport Road west, Suite 6B
Traverse City, MI 49684

Congressman Dan Benishek
3301 Veterans Drive, Suite 106
Traverse City, MI 49684

Colleen Kenny, Mayor
City of Manistee
70 Maple St.
P.O. Box 358
Manistee, MI 49660

Mitchell Deisch, City Manager
City of Manistee
70 Maple St.
P.O. Box 358
Manistee, MI 49660

Douglas Parkes, Vice-President
City of Manistee Housing Commission
724 Harbor Dr.
Manistee, MI 49660

Donna Korzeniewski, Commissioner
City of Manistee Housing Commission
17 Magill
Manistee, MI 49660

Elbert Purdom, Treasurer
City of Manistee Housing Commission
369 River St.
Manistee, MI 49660

Cheryl Stephison, Resident Commissioner
273 Sixth Ave.
Apt. #503
Manistee, MI 49660

George Saylor, General Counsel
Gockerman Wilson Saylor and Hesslin
414 Water St.
Manistee, MI 49660

Anne Fiskin
Office of Public Housing
Detroit Field Office
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592

DRAFT



U.S. Department of Housing and Urban Development

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

October 31, 2013

Mr. Dale Priester
Board President
Manistee Housing Commission
346 4th Street
Manistee, MI 49660

Dear Mr. Priester:

SUBJECT: Follow-up Assessment to the FY 2012 Onsite Review and Action Plan Progress Report

On August 20-22, 2013, HUD staff including Valerie Sims, Public Housing Revitalization Specialist; Jinane English, General Engineer; and Claunella Richardson, Financial Analyst, of the Detroit Office of Public Housing conducted a follow-up on-site assessment at the Manistee Housing Commission. The purpose of the visit was to document and confirm the actions undertaken by the Manistee Housing Commission to correct the deficient performance identified in the FY 2011 PHARS Recovery Agreement and Action Plan in the areas of governance, finance and physical management, as well as progress made by the Commission to develop policies and procedures that would result in long-term sustainability.

Listed below are the recommended treatments that HUD staff identified in the FY 2012 on-site assessment report and follow-up actions required to address the open items. The areas below either denote that the recommended action identified has been closed or that the Housing Commission must continue to work to achieve and accomplish the desired outcomes.

Governance

1. **Open** As a follow-up to the FY 2012 on-site review, HUD staff met with the Housing Commission board president to discuss the Housing Commission's plans and goals for the coming year and projects underway at the Commission. It was determined based on the conversation held with the board president that the Board of Commissioners has established goals for the Commission and the Executive Director that will ensure that all units are fully occupied and will develop additional revenue streams. The board president noted that the Commission received approval for a \$90,500 grant from the Michigan Department of Human Services administered by the Michigan Land Bank Fast Track Authority to demolish and recap the vacant brownfield site adjacent to the Housing Commission; once the funds are received, the Board plans to develop the area as a resident parking lot. The Commission also has plans for capital improvements at the Century Terrace development including repairs to the elevators and hallway walls.

Based on the plans and goals communicated by the Commission, HUD staff offered recommendations to the Board President to ensure that the Director is accountable for the accomplishment of the Commission's goals. It was also recommended that the board use the

goals established to assist with the development of annual evaluation criteria for the Executive Director. Although the previous on-site report and Recovery Action Plan required the board to develop an evaluation plan for the Director, no such plan has been implemented. The board president did provide a draft outline for evaluating the ED's performance. However, the draft served as a framework for a plan that needs to be further developed by the Board to meet the needs of the agency.

HUD staff provided technical assistance to the board president on identifying the purpose of the Commission's goals and plans, and why the goals must be aligned with standards established for the Director aimed at improving the agency's performance. It was recommended that the board ensure that the goals are achievable and measurable and reflect the agency's efforts to sustain a viable agency; that performance be evaluated annually; and that the progress be discussed on a quarterly basis to assess any strengths and weaknesses in achieving the established agency goals and standards.

Below are areas suggested to be incorporated in the board's evaluation tool which will assist the board to determine the appropriate level of compensation based on performance and accomplishments. These elements will provide an overall view of the Director's performance in operating and managing the Commission and can be used to measure and evaluate the agency's overall performance.

Suggested Evaluation Tool Standards

- a) Occupancy rate – occupancy rates should average 97% or better to achieve an outstanding performance rating.
- b) PHAS score – High performer, Substandard, or Troubled rating – the Executive Director's rating should be based on the PHAS score and the Housing Commission should receive an overall high performance score in all areas for the Director to achieve an outstanding rating in this area.
- c) Physical condition of PHA properties – What is the HUD REAC physical condition (PASS) score? This score is a basis for rating performance.
- d) Scope of Capital Fund Program (CFP) modernization funds – What are the budgeted vs. actual expenses and were the funds used consistent with the Commission's Five-Year Plan?
- e) Maintenance of properties? Are the units well maintained? Does the Commission receive tenant complaints regarding unit condition?
- f) Vacancies – Is there an excessive number of vacant units and are units promptly re-rented? – The board should be receiving regular reports from the Director that track vacancy rates greater than 3% and review unit turnaround time to evaluate success in maintaining an occupancy rate of 97%.

To address the evaluation plan, the board must provide to the Detroit Office of Public Housing a fully executed evaluation plan for the Executive Director, signed and approved by the Board no later than November 30, 2013.

2. **Closed** – Fifth vacant board seat was filled by Resident Board of Commissioner Cheryl Stephison, appointed May 1, 2013.
3. **Open** – The Board has failed to comply with its policy concerning training new board members. The resident board member still has not received board training within the three-

month timeframe identified in the board training policy. To address this item, provide training to board member not later than November 30, 2013, and submit confirmation that the training was completed.

Finance

Responses to the items below are due to the Detroit Office of Public Housing not later than November 30, 2013.

1. **Open** – Security deposits were held in the general fund account. Funds collected as security deposits must be kept separate and apart from other project funds.
Recommendation:
 - (a) A security deposit account must be established and funds transferred from the general fund.
 - (b) A new general depository agreement for the security deposits must be executed if funds are moved to a different banking institution or account numbers are modified as a result of this requirement.
 - (c) All interest earned on program income must be allocated to the program.

2. **Open** – MHC routinely reimbursed a board member for ineligible expenses relating to HAIG Insurance Board Meetings. MHC employees and board members may only be reimbursed for expenses directly relating to MHC business.
Recommendation:
 - (a) Per the recommendation, MHC completed an audit and determined that \$3,401.29 was ineligible for reimbursement. The Housing Commission must seek reimbursement directly from the board member for the total amount and immediately discontinue the practice.
 - (b) MHC must adopt a reimbursement policy.
 - (c) MHC must train its staff and commissioners to ensure there is a clear understanding of the reimbursement policy.
 - (d) The Executive Director must adhere to the reimbursement policy and monitor the activities of the staff and board to ensure they are also following the guidelines in the approved policy.
 - (e) A copy of the policy as well as evidence of repayment to the housing commission must be submitted to the Detroit Office of Public Housing.

3. **Closed** – Procurement practices are ineffective and not compliant with HUD regulations (Procurement Handbook No 7460.8 REV-2, 5.7 and Article III Section 306 of the ACC). MHC did not follow HUD regulations in awarding contracts. MHC consistently allowed businesses to operate on Commission property without having current contracts in place, in addition to routinely sole sourced contracts without prior HUD approval.
 - (a) MHC must have contracts in place for all vendors.
 - (b) MHC should review and revise its current procurement policy to ensure it is clear, concise, and compliant with HUD and local regulation, is specific to the housing commission, and approved by the board.
 - (c) MHC should train its staff to ensure there is a clear understanding of procurement policies and procedures.

- (d) The Executive Director must adhere to the procurement policy and monitor the activities of the staff to ensure they are also following the guidelines in the approved policy.
- (e) MHC should audit all vendors to ensure contracts are in place and that they are compliant with HUD and local regulation.

4. **Open** – MHC has made several financial management software changes. However, staff has to construct routine reports from multiple sources and systems. The current system cannot provide the financial and performance data required by MHC staff. This could negatively affect MHC financial management operations.

Recommendation:

- (a) Per the recommendation, MHC evaluated the effectiveness of its financial management system(s) and processes and acquired financial management software and accounting services from an outside contractor.
- (b) MHC must provide a copy of the contract for the software and services to the Detroit Office of Public Housing.

5. **Open** – Operating reserves at MHC remain below the recommended level of six months. Administrative personnel costs have drastically increased. Considering the financial condition of the Commission and the lack of adequate operating reserves, it is an area for concern and should be reevaluated. This is causing significant cash outflow due to the salary increases originating from the additional requirements and funds of the ROSS grant. The grant has been fully expended as of December 23, 2011. The responsible maintenance of operating reserves is a critical component of effective property management.

Recommendation:

- (a) MHC must review salaries for staff and the Executive Director to ensure they are adequately and not overly compensated. Salary increases and bonuses should be performance based. Therefore, each employee of the housing commission including the Executive Director must be evaluated on a yearly basis.
- (b) MHC must provide the field office with documentation that salary comparisons were done and that evaluations were completed for each employee and the Executive Director.

6. **Open** – Seven iPad's were purchased with Housing Commission funds, one for the Executive Director, one for the Bookkeeper, and one for each of the five Commissioners. The cost of each iPad was approximately \$700.00. There was no evidence provided to sufficiently justify how the iPad's were needed to effectively govern the Commission or assist in the achievement of its mission, goals, and objectives. In addition, the iPads were routinely kept at home and used for entertainment purposes. Section 14 (b) of the ACC states "No funds of any project may be used to pay any compensation for the services of members of the HA Board of Commissioners." Section 14 of OMB Circular A-87 states "Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable." In addition, purchasing goods or services for personal use is also unallowable under A-87.

Recommendation:

- (a) The total cost of the iPad's must be reimbursed to the Housing Commission.
- (b) MHC must provide the field office with a copy of the original purchase documents as well as evidence of repayment.

If you have any questions about the FY 2013 on-site assessment or Recovery Agreement Action Plan open items or recommendations, please contact Valerie Sims, Public Housing Revitalization Specialist, at (313) 234-7470; Claunella Richardson, Financial Analyst, at (313) 234-7468; or Jinane English, General Engineer, at (313) 234-7458. A copy of the status of the Recovery Action Plan is enclosed for your use.

Sincerely,



Willie C. H. Garrett
Director
Office of Public Housing

cc:

Colleen Kenny, Mayor
City of Manistee
70 Maple St.
P.O. Box 358
Manistee, MI 49660

Mitch Deisch, City Manager
City of Manistee
70 Maple St.
P.O. Box 358
Manistee, MI 49660

Doug Parkes, Vice President
Manistee Housing Commission
724 Harbor Dr.
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Donna Korzeniewski, Commissioner
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273 Sixth Ave.
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Manistee, MI 49660

Clinton McKinven Copus
Executive Director
273 Sixth Avenue
Manistee, MI 49660

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

GOVERNANCE						
Item No.	Results and Determinations from Assessment	Desired outcome	Measures to Achieve Outcome	Target Date	Actual Date	Remarks
1	Lacks accurate monthly financial statements	Provide reports that accurately depicts performance and deliver to the Board of Commissioners monthly.	Hire new accountant and publication of monthly reports	6/28/11	6/28/11 Closed 8/22/13	MHC provided documentation of publications that are provided to commissioners on monthly basis depicting financial posture of MHC.
2	Regular Communication need between the HC and the City of Manistee	City to be better informed of the operations of the HC. b) HC participates on regular basis in planning use of federal and state dollars targeted for low and moderate income families.	HC will include the City in the distribution of Monthly Board Reports.	08/01/12	Closed 02/25/13	MHC has posted regular communication on the City of Manistee website at www.manisteemi.gov on the "Agendas and Manistee" page.
3	Lacks an annual performance plan and goals for the Executive Director	Creation of a performance plan with clear and measureable standards	Board to determine when the Executive Director will receive his evaluation. Board and ED will meet to concur with plan. Plan to be voted on and executed	10/01/12 New: 10/31/13	To be completed	HUD staff provided suggestion on areas to evaluate ED. Board President provided performance outline for evaluating the ED. The President is to present draft to board at September Board meeting and develop elements and standards. Performance Plan is to be approved and voted on by 10/31/13.
4	Board needs periodic Trainings	A fully trained operational Board.	Board sets up policy and procedures that all new Board members receive training within three months of their appointment and that all Board Member received 8 hours		To Be Completed upon approval of HUD 10/1/2013	HUD staff confirmed that policies and procedures have been established. ED awaiting schedule prepare by Ms. U. Wadham for Commissioners. HUD staff recommended that Board developed training schedule based on trainings offered on

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

			training to be specified by the Board of Commissioners) per year. 1) All Current Board members will be trained			www.hud.gov website and recommended using YouTube, and HVTN learning center to develop a training schedule for Board Trainings
4a.	Implement Board Training	A fully trained operational Board	HUD and HC established a 12 month schedule for training scheduled		Open	HUD is scheduled to provide Board Training in September.
5	There is a need to demolish and clean up blighted property next to and adjacent to the Housing Commission's two buildings	Demolish building and cap land	The City and the HC will work together to develop a plan for demolishing and capping the site and future repurpose of the site. The HC and City will identify funding sources for the clean-up and repurpose of the blighted property.	Initial meeting 6/1/12. Completion of the plan and incorporation of City in the plan. 12/1/12	Awaiting approval and contractual documents. Open	HC was awarded Department of Human Service Grant through the joint effort of City and HC. Grant is to be administered through the Michigan Land Bank Fast Track Authority in the amount of \$90.5K. The plan for recapped land is to develop a parking lot.
	FINANCE					
1	Maintenance personnel costs significantly over budget	Reduce costs by minimum of \$60,000 and eliminate minimum unit size	Renegotiation and execution of new Labor Contract	9/12/13	04/03/13 Closed	Contract was renegotiated and Labor agreement May 1, 2012-15. Board approval 4/20/12. Current maintenance cost as of 8/20/13 projected at FY'14 \$89,180
2	Cash reserves below three months	Cash reserves to a desirable five months (apprx \$440k)		12/31/13 3mos 12/31/14 4 mos; 12/31/15 5 mos	Closed 8/21/13	Recommendation: (a) Increase cash reserves to a desirable five months (approx. \$440k) (b) Increase Occupancy (c) Improve rent collection (d) Review tenant maintenance and usage charge to ensure it is adequate to

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

	maintenance procedures, to include work performance measurements and standards)					resolution signed at the February 25, 2014 meeting.
2	Maintenance staff is in need of training (to include established policies and procedures).	Well-maintained property that meets REAC and UPCS standards	Complete a skills assessment of staff; create a training schedule to fill skill gaps.	10/2/2012	8/21/2013.	This item may be closed by HUD. The PHA has a training plan. For example, a maintenance staff member is scheduled to attend the "certification program training" for HQS and UPCS training, in Lansing, on October 9-10, 2013.
3	Need to establish a non-smoking plan	Reduce maintenance costs as well as enhance the health of current and potential tenants.	<ol style="list-style-type: none"> 1. Review PIH Notice 2009-21 (expired, but will provide guidance); 2. Create a plan to include survey of residents; seek smoking cessation; partner with neighboring PHAs who have already implemented policy; date of impl.; 3. Establish and approve Non-smoking policy; 4. Revise ACOP and Lease 	<p>1) 6/1/2012 1/1/2013 TBD TBD By plan prior to impl.</p>	To be completed	This item remains open. The PHA is awaiting a call from the HUD SME (in this case, Mr. Richard Wears) to provide assistance and guidance regarding the establishment of a non-smoking plan.
4	High average unit turnaround days (121.9 days)	Reducing turn-around days of units to 20 calendar days or less to include reducing make-ready date to 15 days and lease up time to 5 days.	<ol style="list-style-type: none"> 1. Train staff on importance of turning units and the effects of having vacant units; 2. Update/create leasing chart 	2/24/2012	Completed	<p>MHC will make sure all vacant units beginning 2/24/2012 will be turned within 20 days or less, while working on current vacant units. REAC scores will include all vacant units.</p> <p>The MHC provided the following information: 1/1/2012-12/31/2012:</p>

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

						<p>Make ready: 18.19 days Lease up: 5.36 days Turnaround days: 23.89 1/1/2013-8/15/2013: Make ready: 3.84 days Lease up: 1.96 days Turnaround days: 6.11</p>
5	Lacks Physical Needs Assessment (PNA)	Well-maintained property that meets REAC and UPCS standards.	<ol style="list-style-type: none"> 1. Complete an Energy Audit; 2. Complete a 504 Accessibility study; 3. Complete a lead-based paint study. 	<p>7/31/2009 8/1/2012 2/8/1989</p>	<p>7/31/2009 7/31/2014 2/8/1989</p> <p>Items 1 and 2 are not deficient, to date. Item 3 remains open. See remarks.</p>	<p>HUD to provide training from Fair Housing on 504 Accessibility. PHA has already completed some of the studies indicated in the assessment.</p> <p>HUD staff presented the Executive Director the P.O.C. information at the FHEO office to direct contact regarding the 504 compliance/assessment training. The ED is to make contact (on or before) October 1, 2013.</p>
6	Need Physical Needs Assessment (PNA) of properties.	Determine priority use of scarce Capital Fund Program Fund.	Complete PNA.	10/31/2011	10/31/2011 NA	This item should be closed. The PHA's PNA is current. The PHA will be undertaking a new GPNA once the Final Rule is published, by HUD.
7	Physical condition	Address deficiencies found during physical inspections (August 21-24, 2012) site visit			Completed.	This item should be closed. Physical deficiencies noted, during the on-site visit in 2012 have been corrected.
8	Maintenance Supply Inventory Sheet	Develop Plan inventory sheet and update on a regular basis		12/31/2013	Open	The PHA is currently working on developing a maintenance supply inventory list. The task is expected to be completed by 12/31/2013. The PHA will provide a copy to

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

						HUD upon the completion of this task.
9	Procurement policy Board Resolution.	PHA must provide HUD a copy of the Board Resolution for the Procurement Policy				
10	PHA did not have a written Section 3 policy	PHA must develop a written Section 3 policy and provide to HUD, along with the Board Resolution.		11/30/2013	Open	The PHA did not have a clear understanding that it had to have a separate Section 3 policy. It should be noted that the PHA includes Section 3 requirement in its contracts; however. The PHA will develop a plan and provide to HUD, along with the signed resolution, no later than 11/30.2013.
11	PHA unable to present a contract log	PHA must develop a system, whereby it retains a comprehensive contract log.			Completed	The PHA developed a log and will update, on a regular basis. This observation should be closed.
12	Ineffective procurement record keeping	PHA must develop a system to indicate the type of documents to be retained, as part of any procurement/contract file.			Completed	The PHA has a good/adequate filing system, which was reviewed by HUD staff (Ms. English). Closing of this item is recommended.
	OTHER					
1	High vacancy rate	Increase and maintain Public Housing utilization of units	Increase a	8/21/13	Completed	Current vacancy rate 97%. ED continues to work with Area Aging and Centra Wellness, the Community Mental Health agency for Manistee and Benzie County to ensure waiting list remain adequate.

2013 ON-SITE REVIEW: CONFIRMATION OF 2011 PHARS RECOVERY AGREEMENT AND ACTION PLAN

2	High amount of tenant overdue	Increase revenues to the HC and lower tenant age receivables	Aggressive lease enforcement; collaborate with relations with Judge by providing training of the operations of the agency and the importance of collecting current and past due rent; seek garnishment of State taxes; train on using EIV system to include debt owed at move out. Research a collection firm to collect bad debt.		Closed 8/21/13	
3	Lacks checks and balance of rent collection	At least two staff will tally tenant payable	Ensure proper control of deposits.		Closed 8/21/13	Confirmed that policies and procedures are established.
4	Staff spends one and a half hour completing lease-in	Minimize staff's time completing a lease-in video to be reviewed by potential residents			Closed 8/21/13	Confirmed that procedures have been established to reduce lease-up time.
5	HC not aggressive with issuing 14 day non-payment of rent notice	Timely serving of 14 day nonpayment of rent noticed	Create and implement standard operating procedures		Completed 8/21/13	Confirmed that ED has developed procedures, developed a tracking tool and hold staff accountable.
	Lack of cross training of staff	Train staff on all aspects of the operations to ease with transferring of duties when staff are absent			Completed 8/21/13	Confirmed that staff is being crossed trained, ED holds weekly training with all Staff.

City of Manistee Housing Commission

Response to the Detroit Field Office Letter Dated October 31, 2013

Denotes Exhibit is Attached Elsewhere in the Meeting Packet

Evaluation of the Executive Director:

Documentation Attached

- **Exhibit 1** Resolution 2013-16 Board Evaluation of the Executive Director
- **Exhibit 2** Policy and Procedure for Board Evaluation of the Executive Director

Commissioners approved Resolution 2013-16 approving the Board Evaluation of the Executive Director policy at the December 10, 2013 Commission meeting.

Commissioners provided Executive Director, Clinton McKinven-Copus with their evaluation of his performance at the December 10, 2013 Commission meeting.

Training of New Board Members:

From the letter received from the Field Office: *The Board has failed to comply with its policy concerning training new board members. The resident board member still has not received board training within the three month time frame identified in the board training policy. To address this item, provide training to board member not later than November 20, 2013, and submit confirmation that the training was completed.*

Documentation Attached

- Exhibit 3 Attestation by new Commissioner of receipt of training

New Commissioner, Cheryl Stephison was appointment to the Housing Commission on May, 21, 2013 by the Mayor of the City of Manistee. On that very same day President Dale Priester and Executive Director, Clinton McKinven-Copus met with Ms. Stephison in the Housing Commission offices to welcome her to the Commission and to provide training. Subsequently, President Priester met separately with Ms. Stephison to deliver "The Handbook for Commissioners", 2nd Edition published by NAHRO and to discuss key information in the book. Additionally, Executive Director, Clinton McKinven-Copus has met with Ms. Stephison on other occasion to provide specific training on issues in front of the Commissioners (e.g. Annual and Five Year Plan).

The Housing Commission Board is confounded by the report of the Field Office staff determining that it had failed to comply with its training policy as stated in the letter dated October 31, 2013. Respectfully the Board submits the information in Exhibit 3 and in the narrative above to correct this errant finding.

Establishment of Security Deposit Fund:

Documentation Attached

- **Exhibit 4** Resolution 2013-17 Authorization to Establish a Security Deposit Fund

The Board of Commissioners did not hold a regular meeting in October or November due to lack of quorum; the December 20, 2013 meeting was the Board's first opportunity to authorize Executive Director, Clinton McKinven-Copus to establish such a fund. Resolution 2013-17 requires that the Executive Director submit to the Board of Commissioners at the January 28, 2014 documentation confirming establishment of the fund.

Reimbursement of a board member for ineligible expenses relating to HAIG Insurance Board Meetings:

Documentation Attached

- Exhibit 5 Personnel Policies and Procedures
 - Notation:
 - Policy Adopted November 21, 2005, effective January 1, 2006
 - Executive Director has operated by and enforced policy since effective date
 - Reimbursement Policy found in Sections XII & XIII beginning on page 64
 - Executive Director delivered policy to Field Office staff during onsite visit of August 20-22, 2013 and pointed section out to Field Office staff
- Exhibit 6 Contact of Housing Commissions reimbursing individuals for attendance to identical HAIG Insurance Board meetings.

It is the position of the City of Manistee Housing Commission Board of Commissioners that its Executive Director has followed the established reimbursement policy of the Housing Commission. Furthermore, it is the position of the Board of Commissioners that the reimbursements were eligible within the approved policy. The Board of Commissioners has been fully aware of and approves of Mr. Priester's participation in the HAIG Insurance Board and the reimbursement provided to him for his travels.

The Board of Commissioners has determined that it is within its rights to establish its reimbursement policy (see Exhibit 5) and to provide reimbursement to Commissioners for actual expenses. The Board directs the Field Office staff to Michigan Public Act 18, Section 125.654, Section 4. (4).

HAIG Insurance provided the Housing Commission with a list of Michigan Housing Commission's with individuals who are sent to participate in the Insurance Board. The Board of Commissioners has contacted those other Housing Commission's and the results of our due diligence are labeled Exhibit 6.

The Board of Commissioners respectfully requests that the Field Office provide us with regulatory citations that determine our reimbursement policy, found in Exhibit 5, is non-compliant with HUD regulations, federal law and Michigan Public Act 18.

Financial Management Software and Services:

Documentation Attached

- Exhibit 7 Housing Data Systems Inc. License for Use and Support of Software Products
- Exhibit 8 Accounting Services Contract

Operating Reserves below the Recommended Level of Six Months:

Personnel Salaries and Evaluations:

Documentation Attached

- Exhibit 9 CBA United Steelworker—City of Manistee Housing Commission
- Exhibit 10 Maintenance Wage Rate Determination HUD Form 52158

The Housing Commission will provide the Field Office with documentation of completed salary comparison and completion of employee evaluation by January 31, 2014.

Purchase of Seven iPads:

The Board of Commissioners respectfully disagrees with the finding of the Field Office that the cost of the purchase of iPads must be reimbursed to the Housing Commission. It is the position of the Board of Commissioners that the iPads assist in effective governance of the Housing Commission and the achievement of its mission, goals and objectives by

- Reduction of printing costs (approximate annual savings of \$1,000)
- Immediate access to all Housing Commission policies, Commission minutes, agendas, audits, financial statements, etc.
- Meets standards for public officials whose electronic communications are subject to the Freedom of Information Act without exposing personal emails to the Act (all Commissioner emails are hosted on the Housing Commission server using Microsoft Exchange)
- Provides each Commissioner with access to the most current edition of 24 CFR

The Board of Commissioners had directed its members and the Housing Commission staff assigned an iPad that the iPads are strictly for their use in conducting the business of the Housing Commission. Additionally, the Board of Commissioners is in the processing of updating its Technology Policy and will provide the Field Office a copy of the Policy upon its adoption.

The Board of Commissioners respectfully requests that the Field Office provide it with federal regulations that prohibit the Housing Commission from providing Commissioners and staff with the electronic equipment to effectively conduct the business of the Housing Commission. Furthermore it is requested that a detailed finding of federal regulations determining that a Public Housing Authority may not purchase such electronic equipment for the use of Commissioners and staff in conducting the business of the PHA. Finally, provide proof of HUD enforcement in which Public Housing Authorities that had purchased iPads for

the use of Commissioners and staff were required to have Commissioners and staff members reimburse the cost of the purchase, as stated in the letter dated October 31, 2013.

Report on Recovery Agreement Action Items

Governance:

Item 4a—Implement Board Training

From report included with letter dated October 31, 2013: *HUD is scheduled to provide Board Training in September.*

Report:

While the Board of Commissioners acknowledges the efforts of HUD to provide training in September, the fact that HUD did not consult with the Commissioners to determine a training time that would maximize attendance and participation of Commissioners did not allow the training to be scheduled or occur. The Board of Commissioners respectfully requests that HUD work with Executive Director Clinton McKinven-Copus to coordinate training date and time.

Item 5—Demolition and cleanup of blighted property adjacent to high rises

From report included with letter dated October 31, 2013: *Field Office staff requires documentation of Michigan Department of Human Services Grant award.*

Documentation Attached

- Exhibit 11

Finance:

Item 3—Manistee must forecast non-rental revenue streams

From report included with letter dated October 31, 2013: *Manistee must forecast non-rental revenue streams. Although non-rental revenue streams have been identified and discussed, the Commission does not have a formal plan. Recommendation: (a) MHC must establish a formal written plan (b) MHC must provide the plan and supporting documentation to the Detroit Field Office.*

During the onsite visit of Field Office staff August 20-22, 2013 Executive Director Clinton McKinven-Copus identified a single potential non-rental revenue stream, the potential of rental of office space to a local agency; since that time that potential has not materialized. Neither the Board of Commissioners nor the Executive Director is aware of other potential non-rental revenue streams.

The Board of Commissioners, without any identified potential non-rental revenue streams, is not aware of a need to establish a formal written plan. The Board of Commissioners respectfully requests that the Field Office staff provide HUD regulation requiring the development of such a plan.

Physical:

Item 2—Maintenance staff is in need of training (to include established policies and procedures)

From report included with letter dated October 31, 2013: *This item may be closed by HUD. The PHA has a training plan. For example, a maintenance staff member is scheduled to attend the “certification program training” for HQS and UPCS training in Lansing on October 9-10, 2013.*

Documentation Attached

- Exhibit 12

The Board of Commissioners certifies that Executive Director Clinton McKinven-Copus provides ongoing training on policy and regulation with Housing Commission during weekly staff meetings. Currently the staff is receiving training in implementation of the Admissions and Continued Occupancy Policy.

Item 3—Need to establish a non-smoking plan

From report included with letter dated October 31, 2013: *This item remains open. The PHA is awaiting a call from the HUD SME (in this case, Mr. Richard Wears) to provide assistance and guidance regarding establishment of a non-smoking plan.*

The Board of Commissioners certifies that Executive Director Clinton McKinven-Copus has not, to date, been contacted by Mr. Richard Wears to provide assistance and guidance regarding establishment of a non-smoking plan.

The Board of Commissioners shall establish a policy making all of its public housing properties smoke free by January 1, 2015 (or sooner as determined by the Board) by January 1, 2015.

Documentation Attached

- Exhibit 13 Resolution 2013-18
- Exhibit 14

Item 5—Lacks Physical Needs Assessment (PNA)

From report included with letter dated October 31, 2013: *HUD staff presented the Executive Director the P.O.C. information at the FHEO office to direct contact regarding 504 compliance/assessment training. The Executive Director is to make contact (on or before) October 1, 2013.*

Documentation Attached

- Exhibit 15
- Exhibit 16
- Exhibit 17

The Board of Commissioners certifies the Executive Director Clinton McKinven-Copus did meet the deadline established by HUD staff and that the Housing Commission has received no response from the FHEO office to date.

Item 8—Maintenance Supply Inventory Sheet

From report included with letter dated October 31, 2013: *The PHA is currently working on developing a maintenance supply inventory list. The task is expected to be completed by 12/31/2013. The PHA will provide a copy to HUD upon completion of this task.*

Completion of this action item is on schedule. The PHA will forward a copy of the maintenance supply inventory sheet to HUD upon completion.

Item 10—PHA did not have a written Section 3 policy

Documentation Attached

- Exhibit 18 Resolution 2013-19
- Exhibit 19



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

EXHIBIT 3

I, Cheryl A. Stephison, of 273 Sixth Ave, Apt. 503, Manistee, Michigan, duly appointed Resident Commissioner of the City of Manistee Housing Commission attest to the following:

- I was appointed as Resident Commissioner to the City of Manistee Housing Commission by the City of Manistee Mayor on May, 21, 2013
- I met with President Dale Priester and Executive Director Clinton McKinven-Copus on May 21, 2013 and received introduction and training as a new Commissioner of the City of Manistee Housing Commission
- President Priester delivered to me "The Handbook for Commissioners", 2nd Edition published by NAHRO and discussed key information in the book
- Executive Director Clinton McKinven-Copus has provided me with training and information on an as needed basis either by my request or his initiative

It is my position that I have received training as a new Commissioner and that the Board of Commissioners has followed its policy to train new Commissioners within three months of appointment.

Cheryl A. Stephison
Cheryl A. Stephison

Nov 3, 2013
Date

EXHIBIT 5

PERSONNEL POLICIES AND PROCEDURES

PREPARED FOR THE

MANISTEE HOUSING COMMISSION
OF
MANISTEE, MICHIGAN
(NON-UNION EMPLOYEES)

JANUARY 2006
ADOPTED NOVEMBER 21, 2005

MANAGEMENT RESOURCE GROUP, INC.
2392 MOUNT VERNON ROAD, SUITE 103 / ATLANTA, GEORGIA 30338
TEL: (770) 396-9856 / FAX: (770) 396-1407
EMAIL: MRGINC@MINDSPRING.COM

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I. INTRODUCTION

The purpose of this personnel policy manual is to provide a source of information for all non-union employees of the Manistee Housing Commission (MHC) concerning the benefits and obligations associated with their employment. Your personnel manual is, however, only a guide; it is not a contract. Neither the provisions of this handbook nor any other human resource policies of the MHC establish a contract of employment between you and the MHC. Your employment is “at will.” Neither the MHC nor any of its employees are committed to any employment relationship for a fixed period. Employment can be terminated with or without cause and with or without notice, at any time at the option of the employee or the MHC. No one at the MHC may change this understanding.

No personnel manual can anticipate every circumstance or question about policy. As we continue to grow and as applicable laws are enacted or amended from time to time, the need may arise to change the guidance described in the manual. The MHC therefore reserves the right to revise, supplement, or rescind any policies or portions of the manual from time to time as it deems appropriate or as may be necessary to comply with changing laws or for other reasons, in its sole and absolute discretion. The MHC will make reasonable efforts to notify employees of changes as soon as practicable, and employees are encouraged to review all posted notices and to read all memoranda concerning such policy changes.

All questions should be directed to the Executive Director.

II. WELCOME

We are happy you have chosen the Manistee Housing Commission (MHC) as your place of employment. We are glad to have you with us and hope that you will find this a pleasant place to work.

Since we value your service, we are interested in your progress and general welfare. We know that how well you like your job will depend to a great extent upon how well you understand what we expect of you and guidance you receive from the Commission.

The provisions of the manual have been developed at the discretion of management and may be amended or canceled at any time, in the MHC's sole discretion. These provisions supersede all existing policies and practices and all prior manuals distributed to you or statements made to you. The guidance in this manual may not be amended or added to without the express written approval of the Executive Director.

We know that our major asset is people and no one can anticipate every human problem or need that may arise. Therefore, if you have a special problem, concern or idea, are troubled or have a need, please tell us. We appreciate your efforts and the good work you are doing each day to make the Commission a success. We look forward to a mutually satisfactory relationship with you.

Again, may we extend a sincere,

WELCOME.

Clinton McKinven-Copus
Executive Director

MANISTEE HOUSING COMMISSION

PERSONNEL POLICIES AND PROCEDURES

III. GENERAL PROVISIONS

A. EQUAL EMPLOYMENT OPPORTUNITY

The Commission is an equal opportunity employer. It is the Commission's policy to hire, promote, and acknowledge the most qualified person, regardless of race, creed, color, sex, pregnancy, national origin, ancestry, citizenship, age, sexual orientation, marital status, religion, unfavorable discharge from military service, or mental or physical disability unrelated to ability to perform the essential functions of the job. It is imperative that all supervisors are aware of and act in accordance with our equal employment policy. If you have reason to believe that this policy is not being followed, please contact the Executive Director.

1. NEPOTISM

The City of Manistee Housing Commission does not permit the hiring of relatives or immediate family of current employees and Commissioners or persons who have terminated their employment with MHC in the last 24 months.

Definitions:

Relatives: Uncle, Aunt, first cousins, including those related through marriage.

Immediate Family: Spouse, father, mother, sibling, children, stepchildren, or others related through marriage.

2. ANTI-SEXUAL HARASSMENT

Every Commission employee is protected from sexual intimidation or coercion and from being forced into personally demeaning behavior while doing his/her or her job. The Anti-Sexual Harassment Policy can be found in Section X of this Personnel Policies and Procedures. Violation of this Policy shall result in disciplinary action pertinent to the severity of the offense up to and including termination of employment.

3. DRUG-FREE WORKPLACE

In accordance with the Drug-Free Workplace Act of 1988, the Commission must certify to the federal government that it

maintains a workplace free of illegal use of drugs. The illegal manufacture, distribution, possession or use of drugs, or acting under the influence of drugs in the workplace is strictly prohibited. Violation of this prohibition will be cause for termination of employment. The Drug-Free Workplace Program can be found in Section XI of this Personnel Policies and Procedures.

4. CONFLICT OF INTEREST

Employees of the Commission shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors during tenure or for one year thereafter. A Commissioner shall not be employed during his/her tenure or for one year thereafter in a salaried position pursuant to Sec. 515 of the Annual Contributions Contract. Michigan State Law forbids disclosure of confidential information by Commissioners, officers and employees to further his or her personal interest or the interests of another person.

B. COMMISSION AND INTERPRETATION

The Board of Commissioners hereby promulgates the following Personnel Policies and Procedures. The Policies and Procedures are intended to cover most personnel problems and actions, which may arise. Those not specifically covered shall be interpreted by the Executive Director and in keeping with the Personnel Policies and Procedures.

C. POSITIONS COVERED

These Policies and Procedures shall apply to all full-time non-union employees except in the case of the Executive Director, who shall be appointed by the Board of Commissioners and shall be governed by the directives of the Board of Commissioners as well as the Personnel Policies and Procedures. Temporary employees shall be covered by all provisions except those relating to probationary and regular status, merit increases, and appeals (although disciplinary actions shall be only for cause as stated in the Personnel Policies and Procedures), and shall be eligible for only those fringe benefits specifically identified in the Personnel Policies and Procedures.

D. ADMINISTRATION

These Policies and Procedures shall be administered by the Executive Director, and in conformity with the Personnel Policies and Procedures. Departmental operating rules and regulations, not in conflict with these Policies, may be established by the Supervisor with the prior approval of the Executive Director. Such approved policies shall have the same force and effect as the general Policies and Procedures, shall be posted in a prominent place in the department, and shall be subject to appeal under the Grievance Procedure found in Section XII.

E. AMENDMENTS

This manual sets out some of the basic employment policies and procedures for employees. The manual policies are not to be read narrowly as “terms of a contract” between you and the Commission, but rather as guidelines, which provide a framework for day-to-day practices. The manual does not alter, amend or change in any way the status of all employees as employees terminable at the will of the Commission. No employee or supervisor has the authority to alter, orally or in writing, the terminable-at-will status of any employee.

Moreover, the Commission reserves the discretion to vary these policies so that specific circumstances may be treated on an individual basis. The manual policies are subject to amendment or discontinuation, as the needs of the Commission require. We will make reasonable efforts to keep you informed of all changes. However, occasionally changes must be made immediately to meet unforeseen circumstances or specific situations.

F. ADMINISTRATION OF PERSONNEL POLICIES

The Executive Director shall make and enforce appropriate rules and regulations to carry into full effect the provisions, intent and purpose of the personnel policies, shall furnish each employee with a copy of these policies, as well as any subsequent changes, and shall appraise any applicant who is being given active consideration for a position, of the contents of these policies.

G. ORGANIZATIONAL ACTIVITIES

The primary activities of the Manistee Housing Commission are:

Pursuant to a certificate of incorporation issued by the State of Michigan, the MHC receives policy guidance and operational approval from the governing Board of Commissioners appointed for the purpose of administering and maintaining a low income rental housing program for eligible residents and applicants.

H. COMMISSIONERS

The Board of Commissioners shall be appointed by the Mayor of the City of Manistee, Michigan. No person shall be barred from serving on the Board of Commissioners because of tenancy in a lower income housing development. Such participation shall not be construed to constitute a conflict of interest, provided such Resident Commissioner shall not act upon any issue dealing with a personal circumstance of occupancy.

I. THE SECRETARY TO THE BOARD OF COMMISSIONERS

The Secretary to the Board of Commissioners is the Chief Executive Officer of the MHC and is titled the Executive Director. The Executive Director is responsible to the Board of Commissioners for the effective and efficient operation of the Commission and overall management of the housing programs and developments as approved by the Board of Commissioners.

J. DESIGNATED EEO OFFICER

The Executive Director is the Commission's Equal Employment Opportunity (EEO) Officer and is vested with the responsibility for overseeing adherence to MHC's Affirmative Action Program, which is described in Section VII of this document.

K. AT WILL EMPLOYMENT (NON-UNION EMPLOYEE)

Your personnel manual is only a guide; it is not a contract. Neither the provisions of this handbook nor any other human resource policies of the MHC establish a contract of employment between you and the MHC. Your employment is "at will." Neither the MHC nor any of its employees are committed to any employment relationship for a fixed period. Employment can be terminated with or without cause and with or without notice, at any time at the option of the employee or the MHC. No one at the MHC may change this understanding.

L. COPIES OF POLICIES UPON REQUEST

This manual has been prepared for your reference and you should maintain your copy of the manual for that purpose. If, however, your manual is lost or misplaced during your employment, the Commission will supply you with a new manual or with copies of particular policies upon your written request to the Department Head or the Executive Director.

MANISTEE HOUSING COMMISSION

PERSONNEL POLICIES AND PROCEDURES

IV. POSITION DESCRIPTIONS

A. DEFINITIONS

1. The “Position Description” is the official or approved description for an employment position at the Housing Commission.
2. A “position” is a group of currently assigned duties and responsibilities requiring the full-time or part-time employment of one person. A position may be occupied or vacant.
3. The “position title” is the official designation or name of the position as stated in the position description. It shall be used on all personnel records and actions. Working or office titles may be used for public or internal administration purposes.
4. “Position descriptions” are written specifications containing a general definition of the position, examples of duties; desirable knowledge, skills and abilities; acceptable training and experience; and necessary special requirements.
5. All positions shall be established in accordance with an organization plan which shall clearly set forth areas of responsibility, lines of authority and general description of each position.
6. Every employee shall be given sufficient authority to perform his/her assigned duties. The Executive Director shall be vested with the authority to delegate and withdraw responsibility and authority as he/she sees fit.

MHC has the following types of positions in its work force.

a. Regular Full Time Employee

An employee of the MHC who works a normal work week (40 hours or more), is employed in a position for an indefinite period of time, and has completed or will complete an initial probationary period.

b. Regular Part Time Employee

An employee of the MHC who is scheduled to work less than a normal work week (less than 40 hours), on either a regularly scheduled basis, or an irregular basis.

c. Temporary Employee

An employee of the MHC who is employed in a position for a short duration, usually less than one year.

A. COMPENSATION

Compensation is established annually from January 1-December 31. Adjustments in compensation are recommended by the Executive Director to the Personnel Committee and confirmed by the Commission. The Executive Director will conduct an annual comparative compensation in preparation for recommendations for adjustment in compensation. Adjustments in employee compensation will be based on the comparative study, annual performance review of the employee and current budgetary constraints.

Salaried and hourly employees shall be paid bi-weekly. There are 26 pay periods annually for all salaried employees.

B. Maintenance of Position Descriptions

1. Each time a vacancy occurs, a position description shall be completed. This requirement may be waived by the Executive Director in cases where changes in the duties and responsibilities of a position have been unlikely.
2. Each time a department or section is reorganized, position descriptions for all affected employees shall be reviewed by the Executive Director.
3. The Executive Director may require departments or employees to submit position descriptions on a periodic basis, or any time he/she has reason to believe there has been a change in duties and responsibilities of one or more positions.
4. New positions shall be established only with the approval of the Board of Commissioners.
5. When the Executive Director finds a substantial change in the nature or level of duties and responsibilities of an existing position, he/she shall direct that the existing salary range specification be revised.

C. INTERPRETATION OF POSITION DESCRIPTIONS

The position descriptions are descriptive and not restrictive.

D. PERFORMANCE RATING

Every employee shall receive an annual Performance Evaluation. Performance Evaluations shall be noted in employee service records and shall be considered in effecting personnel actions.

E. BOARD OF COMMISSIONERS COMPENSATION

Board Members shall not be monetarily compensated for their services unless required under Commonwealth Law and approved by HUD. Reimbursement for Board member travel and related expenses, consistent with the Commission's Travel Policy, is permitted.

**MANISTEE HOUSING COMMISSION
PERSONNEL POLICIES AND PROCEDURES**

V. RECRUITMENT, EMPLOYMENT AND TRAINING

A. RECRUITMENT AND APPLICATION

1. Eligibility for Employment

Individuals shall be recruited for employment with the MHC from a geographic area as wide as is necessary to obtain a sufficient number of well qualified candidates for various positions. The MHC will consider promotions internally when applicable.

2. Notification of Available Positions

The Executive Director shall have prepared recruiting notices to publicize vacancies and to obtain candidates for vacant positions where sufficient number of applicants are not on the eligible list. Various publicity media may be used to bring notice of vacancies to as many qualified persons as possible. Job vacancy notices will be posted in all MHC offices and/or departments and sent to any unions recognized by the Board of Commissioners of the Housing Commission for the position or positions covered.

3. Method of Making Application

Each applicant for a position with MHC shall make application on a standard application form available at the Main Office of MHC. Applications for employment shall be accepted at the Agency's convenience. Each candidate will be requested to designate the type of position or positions for which he/she is making application. Applications will be considered for only those positions for which the applicant applies and will be invalid after twelve months unless renewed in writing by the applicant.

4. Disqualification of Applicant

The Executive Director shall remove from consideration the application of any applicant who:

- a. Does not possess the minimum qualifications for the position for which application is made.
- b. By reference, check evidences unsatisfactory employment or personal conduct to a degree to demonstrate unsuitability for employment.
- c. Has made any false statements or practices deception in his/her application.
- d. Does not reply to a mail inquiry within ten days or does not return a telephone inquiry within two days.

- e. Fails to accept appointment or to report to duty within the time prescribed in an employment offer.
- f. Has been employed previously by the Manistee Housing Commission and has been removed for cause or did not resign in good standing, and is not recommended for re-employment by the Supervisor or department in which applicant was previously employed.

B. QUALIFICATION AND EVALUATION

Applicants shall meet the employment standards established by the position classification plan and such other reasonable minimum standards as to character, aptitude, ability to meet the public and physical condition as may be established by the Executive Director with the advice and recommendations of staff, provided, however, that such minimum standards are necessary for satisfactory job performance and do not discriminate against any person because of race, creed, age, color, sex, sexual orientation, national origin, disability or familial status. All applicants for employment above minimum wage will be required to list at least three (3) references. These references, the last three employers, and other known sources may be contacted and their responses considered before the applicant is employed.

C. REASONABLE ACCOMMODATION FOR QUALIFIED EMPLOYEES WITH DISABILITIES

The Commission is committed to making a reasonable accommodation to a qualified employee with a disability who is unable to perform the essential functions of his/her position without such an accommodation to the extent required by applicable law.

If you believe that a physical or mental impairment is keeping you from performing the essential functions of your job, and you would like to request an accommodation from the Commission, take the following course of action:

1. Inform the Executive Director, in writing, of your request for an accommodation, describing in detail both (i) the disability, and (ii) the degree of accommodation you believe you need to successfully perform the essential functions of your job.
2. Requests for accommodation will be evaluated by the Commission as soon as practicable.
3. The Commission will advise you of additional information needed to evaluate your request and, ultimately, of the Commission's decision.

D. ELIGIBILITY LIST

Applicants for employment with the Housing Commission who are determined to be qualified shall be placed on the eligibility list for a specific position for employment. Names of those persons no longer available for employment may be deleted and names of new applicants may be added to eligible lists by the Executive Director as necessary.

E. APPOINTMENTS

1. Executive Director

The appointment of the Executive Director shall be by the Board of Commissioners in compliance with provisions of the By-Laws of the MHC.

2. Other Employees

Whenever a vacancy exists, applications of all qualified applicants for the positions shall be forwarded to the Executive Director or his/her designee for review. The Executive Director or his/her designee shall recommend the person best qualified for the position and suggest the salary to be paid. After investigating the duties and responsibilities of the position and the qualifications and experience of the recommended applicant, the Executive Director shall accept or reject the applicant and approve the starting salary.

3. Substitute Appointments

The appointing authority may approve a substitute appointment of an MHC employee to fill temporarily a position with a higher salary range. No such substitute appointment shall continue for more than six months. If the employee serves in the substitute capacity for five working days or longer, he shall be paid at the minimum rate of the salary range assigned to the substitute position, or the highest level of his/her regular salary, whichever is higher.

4. Emergency or Temporary Appointments

In order to prevent stoppage of public business or loss or serious inconvenience to the tenants, appointment of employees on an emergency or temporary basis may be authorized by the Executive Director. Emergency or temporary appointments may not be made for a period to exceed six months, and employees in this status have no guaranteed employment continuation privileges under this plan.

F. INITIAL EVALUATION PERIOD

1. Purpose

The initial evaluation or working test period is an integral part of the examination process. It shall be utilized to observe closely the employee's work, to secure the most effective adjustment of the new or promoted employee to his/her position, and the rejection of any employee whose performance does not meet required work standards. Each applicant appointed to a regular position shall serve the designated initial evaluation period prior to obtaining regular status as a career employee. Any employee selected from a re-employment list for a position in the same classification and department as he/she occupied prior to layoff or extended leave will not be required to serve an initial evaluation period.

2. Duration

The normal initial evaluation period shall be three months (90 days) following regular career appointment or promotion. However, upon the approval of the Executive Director, it may be extended for a period not to exceed nine months (270 days). Any employee who is to be continued in initial evaluation status beyond initial six months period shall be notified in writing of this continuation by the Executive Director.

Evaluation

Periodically during the initial evaluation period at times prescribed by the Executive Director shall prepare a written evaluation of the initial evaluation employee's performance and his/her willingness and ability to perform his/her duties satisfactorily. During the initial evaluation period, the employee's supervisor will be responsible for counseling with the employee when he/she is not performing satisfactorily and is not meeting initial evaluation test requirements.

3. Dismissal

During the initial evaluation period, the Executive Director may remove any employee who is unable or unwilling to perform the duties of the position satisfactorily or who's habits and dependability do not merit this continuance in the employment of the MHC. Such an employee may be removed without prior notice and without the right of appeal. The Executive Director will advise the employee, in writing, of such removal and shall immediately report such removal to the Board, stating his/her reasons. The dismissal shall be effective immediately or at the time stated on the dismissal notice unless reversed or changed by the Executive Director. Each probationary status promoted employee who has regular status as a merit system career employee in another classification shall retain his/her appeal privileges with the exception that he may be demoted to his/her position prior to promotion without the right of appeal.

4. Eligibility After Dismissal

If an employee is removed from his/her position during or at the time of the initial evaluation period, and the Executive Director determines that such employee is suitable for appointment to another position, the employee's name may be restored to the list from which it was certified. An employee appointed from a promotional period shall be reinstated to a position in the MHC career service in the classification occupied by the employee immediately prior to his/her promotion.

5. Benefits

Employees serving an initial evaluation period following initial employment in a regular position shall receive all benefits provided in accordance with the Personnel Policies and Procedures with the following exceptions or as otherwise provided:

- a. The employee may accumulate vacation leave but shall not be permitted to take vacation leave during the initial evaluation period unless the denial of such leave shall create an unusual hardship. Vacation leave may be granted to such employee only with the approval of the Executive Director.
- b. The employee may accumulate sick leave but shall not be permitted to use sick leave until the beginning of the second month of employment since the employee would not have "earned" any sick leave time prior to the second month.
- c. The employee, if dismissed during the initial evaluation period, shall not be eligible for terminal pay for accumulated vacation leave, nor shall he be entitled to exercise the right to appeal his/her dismissal.

Employees serving an initial evaluation period following a promotion shall continue to receive all benefits in accordance with the Personnel Policies and Procedures.

G. PROMOTIONS

Vacancies in positions above the lowest rank in any employment category covered by the provisions of the merit system shall be filled as far as practicable by the promotion of employees of the Housing Commission but non-Housing Commission employees may be considered also. The Executive Director shall assure that vacancy notices are advertised and posted in all project offices and departments for all categories of employment above entrance level positions for three working days. Any employee desiring to apply for such positions shall submit his/her request for consideration in writing within seven days thereafter. The Supervisor shall review the qualifications for each employee making application for promotion and place the names of those employees found to possess the prescribed qualifications for the position desired on the eligible list. The vacancy shall be filled based on qualifications and ability as determined by the Housing Commission.

Where qualification, attendance and ability are relatively equal, seniority shall be the determining factor.

H. SEPARATIONS

All separations of employees shall be designated as one of the following types and shall be accomplished in the manner indicated: resignation, disability, death, retirement, lay-off and dismissal.

At the time of separation and prior to the time of final payment, all records, assets and all items of Commission property in the employee's custody shall be returned to the Commission and certification to this effect shall be executed by the employee. Any amounts due because of a shortage in the above shall be withheld from the employee's final compensation.

1. Rights of Employees

Regular employees who separate shall receive payment for all earned salary, all unused annual leave, subject to deductions and any indebtedness due the Commission at the next regular pay day after separation.

2. Resignation

Regular employees may resign by submitting the reasons therefore (in writing) and the effective date to his/her supervisor as far in advance as possible, but a minimum of two (2) weeks notice is required. Failure to comply with this requirement may be cause for denying future employment with the Commission and at the discretion of the Board, the loss of accumulated benefits.

3. Lay-Off

The Executive Director may lay off an employee when he/she deems it necessary by reasons of shortage of funds or work, or other material changes in duties or organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. No regular employee shall be laid off when another person in a classified position is employed on a provisional or seasonal basis in the same classification.

4. Disability

An employee may be separated for disability when he cannot perform the required duties even with accommodations, because of

a physical or mental impairment. Actions may be initiated by the employee or the Commission but in all cases, it must be supported by medical evidence acceptable to the Executive Director.

5. Death

Separation shall be effective as of the date of death. All compensations due the employee shall be paid to the estate of the employee.

6. Retirement

Whenever an employee meets the conditions set forth in the Regulations of the Employee's Retirement System, he may elect to retire and shall receive compensation due.

7. Dismissal

Dismissal for disciplinary reasons may be instituted without prior notice when deemed necessary to protect the Commission or the employee concerned. Dismissal due to failure to perform work according to required standards shall occur only after the supervisor and/or department head has counseled with the employee, explained how the employee needs to improve, and stipulated a time or times for further review and evaluation. Failure of the employee to effect such required improvements in the time stipulated may result in dismissal. Less serious disciplinary problems shall be handled in like manner to those of failure to perform work according to required standards. Record shall be made of such counseling sessions and shall be signed by the employee and the supervisor or department head.

I. REINSTATEMENTS

An employee who has been laid off because of reduction in force or who has resigned while in good standing shall be credited with his/her previously accrued sick leave if he is reinstated within one year. An employee may only be reinstated once with the Housing Commission.

J. IN-SERVICE TRAINING

The Executive Director shall be responsible for fostering and promoting in-service training of employees for the purpose of improving the quality of service and to assist employees in preparing themselves for advancement. In case of necessary training, which involves travel, the Executive Director may approve compensation based on the MHC travel policy, which is enclosed in Section XIV.

K. PERSONNEL FILES

Personnel files include employee applicant files and employee files of the MHC. Employee files are maintained in the Administrative Office.

1. Minimum Contents of Personnel Files

- a. Disciplinary actions, if any
- b. Signed and dated application for employment
- c. Current job position and payroll record specifying current salary level and salary history
- d. Current evaluation forms with dates and signatures
- e. Copy of license, certification or other credentials when required
- f. Verification of reference checks
- g. Dates and natures of separation
- h. Leave information
- i. Such forms required by State, federal or local statutes or for maintenance of employee benefits
- j. Orientation checklist
- k. Written offer of hire from the Commission and letter of acceptance from the employee
- l. Any training which the employee received after hire
- m. Criminal history check

2. Use of Files

Personnel files are considered the property of the Commission, and the Commission respects the confidential nature of the contents of these files. The information contained therein is to be used only on need-to-know basis in the conduct of personnel work and in the administration of agency business.

An employee has access to his/her personnel file via a written request to the Administrative Office at least 7 working days prior to the desired inspection date. Following such a request, the employee and a member of the Administrative Office staff will meet to review the contents of the file. Exceptions: Letters of recommendations from or to a third party may not be viewed by an employee.

In response to request for information from any source outside the Commission, for any purpose whatsoever, no information shall be given, except whether or not that person is employed by the Commission, the date of employment, salary and a basic description of job duties. Additional information will not be given unless the employee authorizes in writing such release of information.

Medical and psychological records shall be released only to a physician or psychologist designated by the employee upon written authorization of the employee.

Personnel files are maintained for a period of time mandated by State, Federal or local laws. After such time, these records are to be destroyed.

MANISTEE HOUSING COMMISSION

PERSONNEL POLICIES AND PROCEDURES

VI. DISCIPLINARY ACTIONS, COMPLAINTS

A. RULES AND REGULATIONS

To achieve its objectives in an orderly, efficient and safe manner; to facilitate cooperation between employees; to assure the rights and interests of employees and the Commission are maintained, the Commission must have and enforce certain written and unwritten rules and procedures regarding the conduct of its employees.

1. Purpose

It is essential to the successful operation of the Commission's business and the welfare of its residents and employees that fairly established standards of discipline, health, safety, attendance, workmanship and honesty be maintained. **Disregard or violation of these rules and regulations, inability or unwillingness to meet such established standards or unauthorized disclosure of confidential facility matters will subject an employee to warning, suspension, or discharge, in the Executive Director's discretion, in accordance with these rules and regulations.**

2. Forms of Discipline

There are various forms of discipline: verbal warning, written warning, suspension without pay, and discharge. The administration of discipline by the Executive Director toward an employee may embrace all of these disciplinary forms in a progressive manner or may include only one of them, depending upon the gravity of the offense.

Oral Warning

An oral warning is a form of discipline, which is generally appropriate to warn an employee of a minor instance of misconduct. An Oral Warning shall include a written note, signed by the employee and the Executive Director, to the employee's personnel file that such an Oral Warning was given. An Oral Warning is not required to impose discipline for any infraction, but may be utilized in the Executive Director's discretion in a progressive manner.

Written Warning

Some instances of employee misconduct may not be so serious as to warrant Suspension Without Pay or Discharge, and may be corrected by a formal Written Warning. As with other forms of discipline, a Written Warning is not required to impose discipline for any infraction, nor is it a necessary step in imposing progressive discipline, but may be utilized, in the Executive Director's discretion, as appropriate under the circumstances. Employees shall have an opportunity to sign formal written warnings, acknowledging that such warning has been given, and to comment in writing on such warning or to any other discipline.

Suspension Without Pay

Suspension is a forced absence from work without pay. The Executive Director, in his or her discretion, may use this form of discipline to correct a disciplinary problem and/or to gain time to review the circumstances of misconduct which may be so serious as to warrant discharge. Generally, a Suspension Without Pay of up to three days will be imposed to correct an employee's second infraction (of the same or different type of misconduct) after an Oral Warning or a Written Warning has been given. However, like the other forms of discipline, the Suspension Without Pay can be imposed independently of other disciplinary forms or in a progressive manner.

Discharge

Discharge means termination of the employment of an employee. Discharge may be based upon a single violation or a series of violations, in the Executive Director's discretion, depending upon the circumstances. Employees may be discharged at any time, for any reason, with or without cause. None of the other disciplinary forms must be used prior to an employee's Discharge.

3. Rules, Regulations And Potential Discipline

No guide will substitute for the Executive Director's judgment in the use of the forms of discipline discussed above. However, general guidelines are offered as an aid to imposing equitable solutions where possible to disciplinary problems that may arise.

a. Some Major Violations Resulting In Immediate Discharge:

The following infractions include some, but not all, of the major violations which shall be grounds for immediate

discharge of an employee, even for a first offense, depending upon the circumstances:

- 1) Stealing from a resident, visitor or other employee, or from the Commission.
- 2) Possession, use, sale, purchase or being under the influence of alcohol, or of an illegal drug during working time or on Commission premises. "Illegal drug" means any drug (a) which is not legally obtainable or (b) which is legally obtainable but has not been legally obtained, including prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes. A determination of whether an employee is "under the influence" can be established by a professional opinion, a scientifically valid test, and, in some cases, by a layperson's opinion. In any event, an employee will be conclusively considered "under the influence" of illegal drug(s) if at the time they are tested the drug test reveals that the employee has illegal drugs in his/her system. An employee will be conclusively considered "under the influence" of alcohol if at the time they are tested an alcohol test reveals a concentration of 0.1 percent of alcohol in the employee's blood-stream.
- 3) Unauthorized possession or use of a weapon of any type during working hours or on Commission premises. Any employee with a permitted weapon shall store it under lock and key as directed by the Executive Director.
- 4) Insubordination or refusal to obey instructions (disobedience or disregard of the Executive Director, a department head, or an immediate supervisor, or some other person in authority).
- 5) Destruction or damage to property belonging to the Commission or to any person.
- 6) Abusing or attempting to injure in any way a resident or any other person.

- 7) Altering, falsifying or making a willful misstatement of fact on any work record, employment application, or timecard.
- 8) Verbal or written threat to injure or harm any other person.
- 9) Failure to report injury, accidents or safety hazards involving a resident or staff (such reports may be confirmed in writing in an appropriate log).
- 10) Punching another person's time card or asking another person to punch your time card.
- 11) Unauthorized use of cameras or recording devices.
- 12) Asking for, or accepting, tips or gratuities of any kind from residents or the families of residents.
- 13) Revealing to any person any confidential information concerning a resident, other than to an employee working with the resident.
- 14) Loafing or sleeping while on working time.
- 15) Fighting or provoking a fight.
- 16) Unless reasonable accommodations are necessary and approved, failure to meet health test requirements, where the test is not satisfactorily completed within seven (7) days of the required date [employees not meeting health test requirements will not be permitted to work until the test is satisfactorily completed].
- 17) Any other misconduct which, in the Executive Director's judgment, is so serious as to warrant immediate discharge.

b. Other Offenses

Other offenses may subject an employee to the imposition of one of the disciplinary forms discussed above, or to a three-step disciplinary process, as follows:

First Offense - Oral or Written Warning

Second Offense - Suspension up to 3 days

Third Offense - Discharge

The administration of discipline by the Executive Director, or his/her designee, may embrace all of the disciplinary forms in this three-step process in a progressive manner, or may include only one of them, depending upon the gravity of the offense and other circumstances.

As previously mentioned, there is no exhaustive list of all possible offenses. However, the following should be used as a guideline for the types of infractions which may fall within this progressive disciplinary process:

- 1) Gambling on Commission premises.
- 2) Unauthorized posting, removal or tampering with items on Commission bulletin boards.
- 3) Playing radios or other equipment loudly, so as to disturb residents or others.
- 4) Unauthorized use of telephones or other equipment for purposes other than the Commission's business.
- 5) Loitering in work areas when not scheduled to work.
- 6) Failure to follow dress code and good hygiene.
- 7) Smoking in unauthorized areas.
- 8) Engaging in horseplay or otherwise acting in an unsafe manner.
- 9) Failure to notify the personnel coordinator of address or telephone number change(s), which the Commission shall keep confidential.
- 10) Failure to be in your assigned workplace at starting time or quitting time.
- 11) Failure to punch in or out.
- 12) Any swearing or obscene language or discourteous language to another employee, a resident, or visitor.
- 13) Being in an unassigned area during working hours without permission, other than in the line of duty.
- 14) Overstaying rest or lunch period.

- 15) Failure to follow any work standard or any policy or procedure established by the Commission.
- 16) Inefficiently or negligently performing assigned duties.

APPEALS PROCEDURE FOR HOUSING COMMISSION EMPLOYEES

1. Employee is Eligible for Appeal

Any regular status career employee who has been demoted for cause, suspended, or dismissed, shall have the right of appeal to the Board of Commissioners. The employee or his/her authorized agent shall file such an appeal in writing with the office of the Executive Director within five working days of the effective date of such action and shall file a copy of such an appeal at the same time with his/her Supervisor.

2. Time and Place of Hearing

The Board of Commissioners shall set a time and place for a hearing to be held not less than five nor more than twenty working days after receipt of the request, and shall notify the employee thereof.

3. Hearing Procedures

Hearings shall be conducted informally and technical rules of evidence shall not apply. All testimony shall be under oath. A majority vote of the members of the Board of Commissioners shall be final.

4. Notification of Results of Hearing

The affected employee shall be promptly notified in writing by the Executive Director of the final determination with respect to the disciplinary action. Decision of the Board of Commissioners shall be final.

In the event the Board of Commissioners finds that the disciplinary action was not well founded, the affected employee shall be paid in full for such portion of time as he was unjustly suspended, reduced in pay, or removed. In the event that the disciplinary action taken was removal or reduction in pay, the employee affected shall be restored to his/her former position and pay status, or to a position in the same class and pay status.

5. Rules for Conduct Appeals

- a. The time limits specified above may be extended to a definite date by mutual agreement of the employee and the review concerned.
- b. The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
- c. The employee and his/her representatives may be privileged to use reasonable amount of work time as determined by the Executive Director in conferring about and presenting the appeal.

MANISTEE HOUSING COMMISSION
PERSONNEL POLICIES AND PROCEDURES

VII. WORKING ENVIRONMENT AND FRINGE BENEFITS

A. GENERAL

It is the policy of the MHC to maintain working conditions and fringe benefits for its employees comparable to other local public agencies and consistent with fiscal responsibilities and limitations.

It is the responsibility of the Executive Director to monitor and control the working hours, safe practices, assigned tasks and other environmental conditions affecting the health, welfare and safety of the employees.

B. WORKING HOURS

The regular scheduled working hours of the Commission's employees will be established by the Executive Director. The work week for staff personnel shall be from 12:01 am Sunday until 12:00 midnight the following Saturday. The work schedules for each department shall be established by the Supervisor. Office hours will be established by the Executive Director.

C. TEMPORARY ADJUSTMENT OF NORMAL WORKING HOURS

The hours prescribed, as far as practicable, shall be uniform for employees employed under like conditions of work. However, to meet emergencies, the Executive Director may temporarily adjust the hours of any individual employee or group of employees in the Commission to provide for different schedules of hours or for extra services outside of the regular working hours, provided the adjustments do not result in requiring an average of less than the 40 hours a week prescribed for full-time employment. No adjustment may be made, on a continuing basis, in the hours of any individual for personal reasons.

D. ATTENDANCE

The Executive Director shall be responsible for the punctual attendance of all employees under his/her administrative supervision and shall keep such attendance and leave records as shall be required by the Commission.

E. OVERTIME AND COMPENSATORY TIME

Overtime shall be avoided as far as possible, but may be required by the Executive Director when absolutely necessary in the interest of efficient operation. To qualify for payment for overtime worked, the following procedures must be followed:

1. Approval of Overtime and Compensatory Time

All overtime shall be authorized in advance by the Executive Director.

2. Procedures for Recording and Approving Overtime Worked

All overtime worked shall be recorded.

3. Eligibility for Overtime Payment

All non-exempt personnel shall be eligible for overtime pay at the rate of one and one-half times their regular rate of pay for hours or approved overtime worked in excess of 40 hours per week. Exempt personnel are not eligible for overtime pay except upon specific approval of the Executive Director when required to work excessive amounts of overtime in accordance with the provisions of the HUD contract, and the Fair Labor Standards Act of 1938 as amended.

4. Eligibility for Compensatory Time

All exempt personnel shall be eligible for compensatory time at the rate of one hour worked, one hour compensatory time.

F. HOLIDAYS

1. General Policy

Full-time employees shall be eligible for holiday leave for the following days and such other days as may be designated by the President of the United States, the Governor of the State of Michigan or the Executive Director.

New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
Good Friday	TBA
Memorial Day	Last Monday in May
Employee's Birthday	TBA
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
New Year's Eve Day	December 31 st

Employees working less than full-time shall not be eligible for the above-named holidays. In order to receive pay for an observed holiday, an employee must not have been absent without leave on either the workday immediately preceding or the workday immediately following the holiday.

2. Official Holiday, Which Falls on Saturday or Sunday

When a holiday falls on Saturday, it shall be observed on the preceding Friday; a holiday which occurs on Sunday shall be observed on the following Monday.

3. Observation of other Religious or Ethnic Holidays

An employee who wishes to observe religious or ethnic holidays other than those designated above may do so by notifying the Executive Director in writing, at least two weeks prior to such holiday. Late notices may be accepted in certain circumstances in the Executive Director's discretion, but may be rejected. Employees may use a vacation day for such holiday observance or, alternatively, employees who have no accrued and unused

vacation days available will be granted an unpaid absence for this purpose if the holiday absence is approved.

G. ANNUAL LEAVE (VACATION)

1. Persons Entitled

All regular employees working full-time or part-time, are eligible to accrue annual leave as outlined below. Temporary, seasonal, and other part-time or substitute employees are not eligible for annual leave.

2. Accrual and Accumulation of Annual Leave

In accordance with the Personnel Policies and Procedures, all eligible full-time employees currently employed at the adoption of this policy shall accrue annual leave at the rate of 5 days per year in the 1st year. From the 2nd year through the 5th year, annual leave will be accrued at the rate of 10 days per year. From the 6th year through the 10th year, annual leave will be accrued at the rate of 15 days per year. From the 11th through the 15th year, annual leave will be accrued at the rate of 20 days per year. From the 16th through the 20th year, annual leave will be accrued at the rate of 25 days per year. After the completion of the 20th year of service the annual leave will accrue at the rate of 30 days per year.

In accordance with the Personnel Policies and Procedures, all eligible full-time employees hired after the adoption of this policy and upon satisfactory completion of his/her initial evaluation period shall accrue annual leave at the rate of 5 days per year in the 1st year. From the 2nd year through the 5th year, annual leave will be accrued at the rate of 10 days per year. From the 6th year through the 15th year, annual leave will be accrued at the rate of 15 days per year. From the 16th through the 24th year, annual leave will be accrued at the rate of 20 days per year. From the 25 year forward, annual leave will be accrued at the rate of 25 days per year.

Part-time employees will accrue annual leave for the same yearly brackets but at one half the number of days or 5 days, 7.5 days, 10 days and 12.5 days.

For a fraction of a month's employment wherein an employee is appointed or separated, he shall be credited as follows: One day if employee works more than ten days. No leave shall be granted for less than ten days service in a month. Leave may be accumulated and carried over at the end of the fiscal year for a total of no more

than 5 days which must be used by July 1 of the following year. Any accumulation shall accrue from the date of employment, but annual leave may not be taken until after successful completion of the probationary period except with specific approval of the Executive Director.

3. Time for Using Annual Leave

Annual leave assignments will be made in accordance with the preference of the employees where possible; however, leave must be taken at the convenience of the department, and the Executive Director's decision as to when leave may or may not be taken will be final. All employees are required to take one period of five consecutive days of annual leave annually. Otherwise vacation days may be taken in one-day increments as long as it does not interfere with the employee's work schedule.

Employees may carryover 5 days of unused accrued annual leave each year. Carryover days must be used by July 1st of each year.

4. Procedure for Applying for Annual Leave

A request for annual leave shall be submitted to the Executive Director, no less than the seven (7) days prior to the taking of leave. Leave may be taken only after being approved by the Executive Director or his/her designee, but every employee shall be afforded the opportunity of taking a annual leave during the year, if properly requested.

5. Pay in Lieu of Annual Leave

Employees separated in good standing shall be paid for unused Annual Leave at the employee's current rate of pay.

6. Board Approved Exception

The Board reserves the right to make exceptions in granting of benefits (annual, personal days, insurance, etc.).

H. Sick Leave

1. Sick Leave Defined

Sick leave is paid leave that may be granted to each eligible employee who through sickness or injury become incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position, who is quarantined by a physician because he/she has been exposed to a contagious disease, for medical, dental, optical examination or treatment of an illness or

injury in the immediate family requiring the employee to remain at home.

2. Persons Entitled

All regular employees, working full-time or part-time, are eligible to accrue sick leave as outlined in (3) below.

3. Accrual of Sick Leave

Full-time eligible employees shall accrue sick leave at the rate of one working day per month (8 hours per month). If unused, sick leave may be carried over each year and added to previously accumulated sick leave. Sick leave may be accumulated up to 180 days. Regular employees working less than full-time shall have their sick leave reduced by half (4 hours per month) and may be accumulated up to 90 days. Sick leave shall accrue from the date of employment, but no employee shall be entitled to sick leave until he/she shall have completed thirty days of service except with the specific approval of the Executive Director. During the ninety-day probationary period, new employees may be allowed to carry a negative balance of sick leave up to a maximum of three days. However, this negative balance must be off-set at the end of the probationary period.

4. Reporting Sick Leave

An employee who is absent from work because of illness is responsible for reporting to the appropriate Supervisor by the time he is scheduled to report to work of his/her inability to report to work and will be expected to keep his/her Supervisor informed of his/her progress on a regular basis; such leave will be charged against sick leave. In the event of failure of compliance with this provision, the employee will be charged on the payroll with leave without pay.

5. Use of Sick Leave

Sick leave is not to be considered a right, which an employee may use at his/her discretion, but a privilege not to be abused. Supervisors who feel an employee is abusing sick leave privileges may require the employee to furnish a doctor's certificate for each period of absence regardless of the provisions of (6) below. Violation of this policy by an employee shall constitute reason for termination of employment.

6. Doctor's Certificate

Sick leave with pay in excess of three consecutive working days for reasons of personal illness or physical incapacity shall be granted only after presentation of a written statement of a licensed physician, or dentist, certifying that the employee's condition prevented him from performing the duties of his/her position. A Doctor's certification is also required when an employee is out on a Monday or a Friday, or the day preceding or following a holiday.

7. Sick Leave on Termination of Employment

An employee, upon separation from the Housing Commission service, shall receive payment for sick leave accumulated during his/her tenure at the rate of two sick days equal to one day of paid at the employee's current rate of pay up to a maximum of \$5,000.

8. Return of Commission Property

Any extended leave that exceeds three weeks in duration will require the employee to return any and all Commission property to the Commission, not limited to, all tools, equipment, and vehicles.

I. BEREAVEMENT LEAVE

Any regular employee in the service of the Commission shall be entitled to bereavement leave without financial loss for a period of three (3) days in the event of a death in an employee's immediate family. Immediate family shall be identified as: spouse, mother, father, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, brother, brother-in-law, sister, sister-in-law, half-brother, half-sister, grandchild, grandparent, or grandparent of spouse. On an individual basis, the Executive Director may, at his/her discretion, authorize emergency leave because of the death of non-relatives such as foster mother who may be closely attached to the employee, or grant an extension of the maximum three day time limit because of extenuating circumstances.

J. MILITARY LEAVE

1. Annual Training

Any regular employee in the service of the Commission shall be entitled to military leave of absence without financial loss for active duty in the National Guard or a Military Reserve Force of the United States for the purpose of attending annual field

training. Military training leave shall not exceed eighteen working days in any one calendar year. During such military leave, the employee shall be paid a sum equal to the difference between the military pay received for such period of active duty and his/her normal Commission salary. If an employee's military pay is equal to or greater than his/her Commission pay, the employee shall receive no payment from the Commission for his/her military training leave. Drill periods and/or reserve training periods on "week-ends" or other scheduled "days off" are not covered by this type of leave.

2. Active Duty

An employee who leaves his/her position to enter military service in time of war or any period of national emergency as declared by the President in connection with the National Defense or by reason of being drafted, shall be carried on the rolls in a military status. Upon honorable discharge from military service, he/she shall be entitled to be restored to the same position or a position equally acceptable for which he/she is qualified, provided he/she applies for re-employment within ninety (90) days after discharge or before the expiration of any statutory right to re-employment, if later.

K. CIVIL LEAVE

Any employee shall be given necessary time off without loss of pay when performing jury duty or when required by proper authority to be a witness in legal proceedings, provided such call to duty is reported in advance to the individual's supervisor. In order to receive full pay for necessary time off duty, the employee shall report to work at all times when not required to be in attendance by the Court, (unless such Court is located outside of Manistee County). In addition, all jury reimbursement shall be considered for travel expense and retained by the employee.

At the discretion of the Executive Director, an employee may also be granted Civil leave with pay when performing emergency duty with the Civil Defense in connection with a national emergency or disaster, or for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled working hours.

L. EDUCATIONAL LEAVE

Individual consideration is given to employees' request for educational leave. Employees may be granted time off from work for the purpose of advancing professional skills for the qualifications related to performance of current or anticipated duties, and to the mutual benefit

of employee and agency, subject to approval by the Executive Director. Job related criteria for authorizing such leave is to include:

1. Current and projected program staffing levels
2. Program's service or administrative needs
3. Program's goals and objectives
4. Employee career development
5. Consistency of policy application and equal treatment within program and across programs

M. FAMILY AND MEDICAL LEAVE

Employees who have worked at least 1,250 hours in the twelve (12) months prior to a family or medical leave request shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12) month period for a child's birth, adoption or foster care arrival. Leaves may also be taken to care for a spouse, partner or child with a serious health condition, which prevents the employee from performing the functions of his or her position. A serious health condition is any illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

Employees on approved family or medical leave are allowed; 1) to continue group health and disability insurance during the leave on the same conditions as would have been provided if the employee had been continuously employed; and 2) to return to their prior job or an equivalent one in terms of salary, accrued benefits and other job conditions.

Employees must attempt to schedule family and medical leave so as not to disrupt Commission operations. If leave is for the birth or placement of a child or for planned medical treatment, the employee must give notice at least 30 days in advance, or as soon as practical.

If leave is requested for a serious health condition, the employee must provide a certification from a health care provider stating the medical facts regarding the condition, including its date of onset and probable duration.

If leave is requested for family members, a certification shall be required to state that the employee is unable to perform the functions of the job, that his/her leave will assist in a family member's recovery, or that there is medical need for a reduced schedule.

Employees shall be required to substitute accrued vacation leave for any part of the 12-week period to which he is entitled under the family and medical leave provisions.

Employees returning from medical leave shall provide a certification from a health care provider that they are able to resume work.

An employee who fails to return from family or medical leave shall repay the premiums, which the Commission paid for him to keep group insurance in effect during the leave.

For a more detailed description of this policy, refer to Section XIII.

N. PERSONAL LEAVE

Each employee who has two (2) or more years of service shall be granted three (3) days off per year for personal business not to be deducted from sick leave. Employees with less than two (2) years of service shall be granted two (2) days off per year for personal business not to be deducted from sick leave.

O. LEAVE WITHOUT PAY

1. Leave Without Pay Defined

When it is deemed in the best interest of the Housing Commission, a full-time status career employee may be granted leave without pay for personal or other reasons, provided such leave is approved by the Executive Director. Non-career employees are not eligible for grants of leave without pay.

2. Reasons For Granting

The Executive Director may grant leave without pay for a period not to exceed one year when it is deemed to be in the best interest of the Housing Commission. Valid reasons shall include, but not be confined to, the following: prolonged illness or disability of the employee or a member of the employee's household, educational or training enrichment, pregnancy and childbirth, and military service.

3. Procedure for Requesting Leave Without Pay

Application for leave without pay shall be submitted in writing in advance showing the employee's reason for requesting such leave and shall contain a statement that he intends to return to the Housing Commission service upon expiration of the leave, and that he agrees to the terms and conditions as outlined in these rules and regulations. In emergency situations, when an employee does not have accrued leave and is unable to return to

work as scheduled as a result of illness or emergency reasons, his/her Supervisor may recommend approval of the granting of leave without pay without prior application by the employee, or the Executive Director may investigate and make such recommendations in the absence of the Supervisor.

4. Temporary Filling of Position of Employee on Leave Without Pay

During the employee's approved leave of absence, his/her position may be filled by temporary appointment or substitution. At the expiration of leave without pay, the employee (subject to (5) below) shall be reinstated in his/her former position without loss of status or benefits.

5. Rights of Employee on Leave Without Pay

a. Reinstatement to Former Position

Employee granted leave without pay not exceeding two calendar months shall be entitled to reinstatement in their former positions. For employees granted leave without pay exceeding two calendar months, every effort will be made to return the employee to his/her former position or to a comparable one. He shall be listed on re-employment lists in the same manner as employees who are laid off in good standing. Reinstatement for military leave during times of war or national emergency shall be in conformance with Section J2 of this chapter.

b. Continuity of Service

Employees granted leave without pay shall be considered to have effected a break in service except as outlined below:

- 1) In the case of a probational status employee (either from initial or promotional appointment) the effective date of the probationary period shall be adjusted month for month for each month he is on leave without pay.
- 2) For purposes of Retirement benefits for eligible employees, breaks in service shall be as defined in the Retirement plan.
- 3) Continuation of Insurance benefits for eligible employees during the time the employee is on leave without pay shall be in accordance with the provisions of employee group insurance contracts, and providing that such employees reimburse the Housing Commission the cost of premiums on such insurance during the leave period. Employee is required to pay the insurance premium monthly; failure to do so will cause loss of the benefit.
- 4) Employees granted leave without pay under this policy shall not accrue sick and annual leave or seniority credits while in leave status. However, any sick leave accrued at the time leave is granted shall be continued upon return to duty. Any employee

who fails to return to duty and is terminated shall forfeit any sick leave that had been accumulated.

P. WORKER'S COMPENSATION LEAVE

Worker's Compensation Insurance is provided by the Commission in accordance with statute. Regulations regarding coverage are posted as required by law.

Q. RETIREMENT PROGRAMS

All employees of the Housing Commission shall be eligible to participate in the Retirement Plan as may be adopted and made a part hereof. Part-time employees are not eligible.

It is mandatory that all new employees join the Retirement Plan. All employees are covered immediately by Social Security Insurance.

The employee will pay into the Retirement Plan a percentage of their annual salary. The Commission will make contributions based on the MERS actuarial study.

Employees become fully vested in the retirement program after ten (10). At that time, an employee is guaranteed to receive payments in accordance with the MERS plan upon retirement.

R. TRAVEL

The Commission will provide reasonable accommodations to disabled employees who must travel in the context of their employment with their Commission. The entire text of MHC's Travel Policy is contained in Section XIV. The travel provisions cover the attendance of MHC personnel at conferences, meetings, workshops, seminars, or training as well as other official travel for the Commission

S. MEDICAL INSURANCE

The Commission pays medical insurance for all full-time employees. At the employee's option and MHC expense, families may be included in the group plan, with the premium for this additional coverage being paid by the MHC.

The medical insurance benefits outlined above shall apply only to employees hired after adoption of this personnel policy or current employees who wish to change their insurance status.

As part of the medical insurance coverage, life insurance and disability insurance is provided to the employee with the authority paying for the coverage. Additional life insurance and disability insurance is available at the employee's expense.

T. SMOKE-FREE WORKPLACE

Since smoking is widely recognized as a major preventable cause of many diseases and the Commission is committed to the promotion of a healthy environment, it is MHC's policy to prohibit the use of tobacco.

Smoking is prohibited by all employees and all other persons in any of the Housing Commission offices, maintenance facilities and other Commission facilities, vehicles or equipment, except for designated areas.

Secondly, that smoking by employees, visitors and other persons shall not take place within ten (10) feet of any entrance or exit to any of the buildings or facilities owned by the Commission.

Any employee who violates the Smoke-Free workplace will be disciplined in accordance with Section VII.

U. MEMBERSHIP IN ORGANIZATIONS

Commission membership dues and/or fees are authorized as an allowable reimbursable expense if the organization furnishes technical or professional information, training, workshops or other services beneficial to the Commission's activities. The cost of any Commission membership fee should be authorized, per the procurement policy, by the Board of Commissioners.

Membership dues and/or fees of any individual Commission Staff or Board member in any organization whose activities involve the promotion of legislation shall not be paid or reimbursed by the Commission.

V. OUTSIDE EMPLOYMENT

No employee may engage in additional employment outside the official hours at duty unless approved by the Executive Director. The Executive Director shall prepare a set of criteria for approval or disapproval of outside employment, which cause or can cause conflict of interest, or whether such outside employment is compatible with the employees position. That criteria shall include:

1. Work load demands associated with position held in the Commission.
2. Conflict-of-interest potential.
3. Scheduling and staffing requirements.

W. DRESS REQUIREMENTS

All employees are required to have a neat appearance that reflects well upon the Housing Commission. The Housing Commission may require uniforms of its non-union employees as it deems necessary. When the Housing Commission deems it necessary for employees to wear uniforms it shall obtain the uniforms for the employee.

X. SOLICITATION AND DISTRIBUTION OF LITERATURE

To avoid disruption of operations or disturbance of residents, the following rules apply to solicitation and distribution of literature, on the Commission's premises:

Employees

Solicitation, for any purpose, is prohibited during working time. Thus, solicitation must be confined to periods when both employees are on non-working time. Further, an employee may not distribute materials any time for any purpose in working areas. And, employees may not distribute materials anywhere during working time. Thus, distribution must be confined to periods when both employees are on non-working time, and in non-working areas.

Non-working time refers to the period(s) during the employee's workday when the employee is properly not engaged in the performance of work, including meal and break periods, immediately before or after the employee's work hours, or other times when no work is expected to be performed.

Non-Employees

Persons not employed by the Commission may not solicit, or distribute literature, on the Commission's property, at any time, for any purpose.

Y. CONFLICT OF INTEREST & CONFIDENTIALITY

Commission employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

No member, officer or employee of the Commission shall cause the Commission to enter into any contract, subcontract or arrangement in which any member, officer or employee of the Commission, or any member of local government, or any other public official of the locality in which the Commission is located who exercises any responsibilities or function with respect to the Commission or any related project or property during his or her tenure or for one year thereafter, has any interest, direct or indirect.

Further, business dealings with outside firms should not result in personal gains for Commission employees or their immediate families or close relations. Such gains include, but are not limited to, bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed ultimately to benefit the employee or someone with whom the employee has a relationship, and not to benefit the Commission. Promotional plans that could be interpreted to involve unusual personal gains require specific approval of the Executive Director.

An actual or potential conflict of interest also occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative of the employee, as a result of the Commission's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

It is imperative that employees disclose to the Executive Director, as soon as possible, the existence of any actual or potential conflict of interest involving purchases, contracts, leases or other arrangements so that safeguards can be established to protect all parties, since it may be necessary for the Commission to take prompt action to avoid the appearance of impropriety.

The Commission maintains certain information which it considers to be confidential, including but not limited to the following: the financial affairs of the Commission; budgetary information; Commission employee information; tenant information; and any and all other confidential information provided by the Commission to the employee

and which is maintained as confidential and/or marked as “confidential.”

The materials, products, designs, plans, ideas, data and all other proprietary and confidential information belonging to the Commission are the property of the Commission and should never be given to an outside firm or individual without appropriate authorization from the Executive Director. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, including termination, and possible legal action.

Unless required in the course of their business responsibilities, no employee is authorized to make copies, excerpts or compilations of any of the confidential information or to take that information from the Commission’s premises without the permission of the Executive Director.

MANISTEE HOUSING COMMISSION

PERSONNEL POLICIES AND PROCEDURES

VIII. AFFIRMATIVE ACTION PROGRAM

A. STATEMENT OF POLICY

It is the policy of The MHC to take affirmative action toward complete and meaningful compliance with all legislation and regulations regarding nondiscrimination and equal employment opportunity. There shall be no discrimination whatsoever in the personnel administration practices and policies for the Commission. Decisions concerning recruiting, employment, promotion, remuneration and all other personnel administration matters of the Commission shall be based solely on merit and fitness of the individual. Said matters shall be conducted without regard to race, color, age, sex, national origin, religious belief, political affiliation, familial status, handicap or any other non-merit factor. Exception to this policy may be made where position duties inherently dictate the sex or physical fitness of the prospective employee. In such case, full documentation of the justification shall be on file in the Office for review, if necessitated.

B. SCOPE OF THE PROGRAM

This program applies to the Manistee Housing Commission. The MHC is organized pursuant to a certificate of incorporation and receives policy guidance from the governing Board of Commissioners and operational budget approval from the Department of Housing and Urban Development. The Executive Director is the chief operating officer of the Commission and is responsible for the management and administration of the Commission. Overall responsibility for this program is the responsibility of the Executive Director. The contents of this program are in accordance with and governed by the policies and regulations as approved by the Board of Commissioners of the Commission.

C. ORGANIZATION FOR ADMINISTRATION OF THE PLAN

Due to the scope of the operations of the Commission and the number of positions required for the conduct of operations, the Commission does not presently have or anticipate in the near future the need for a full-time Personnel Officer. The duties and responsibilities of this position are performed by the Executive Director. The Executive Director is responsible for coordinating, monitoring and auditing the establishment, revision and the implementation of Commission policies, procedures

and programs regarding nondiscrimination, equal opportunity and affirmative action.

In accordance with the Equal Employment Opportunity, Affirmative Action guidelines, Presidential Executive Order 11246 and other applicable Federal and State regulations to assure timely dissemination and implementation of policies contained herein, the Executive Director is responsible for the actions that follow:

1. The equal opportunity policy of the Commission, which is part of this program, shall be communicated to each employee of the Commission and be updated and reaffirmed in a like manner at least once annually.
2. At the beginning of each calendar year the Executive Director will determine annually minority employment goals and discuss means for attainment with the Housing Commission, as appropriate.
3. At the beginning of each year, an analysis of the Commission's work force shall be conducted for purposes of equal employment opportunity composition. In addition, the analysis shall include measures to determine whether percentages of sex, gender, race or ethnic groups of the work force are similar to the demographic percentages of those groups available in the job market who possess the basic job related qualifications.
4. The Commission shall assure equal employment opportunity is appropriate in every stage of the employment process and will continually monitor the established personnel policies and practices for disparities.
5. Copies of the Commission's Affirmative Action Program will be located in the office of the Executive Director, which is in the Commission's Office.
6. Affirmative Action Program/Equal Employment Opportunity Policy and Procedures statement shall be placed and maintained in conspicuous locations within the Commission's Office.
7. Commission staff meetings shall be conducted periodically in order to discuss program implementation progress and any questions that might arise within the Commission.
8. The equal opportunity policy shall be communicated to any individual seeking employment and any other party or organization contacted for recruiting purposes.

PERSONNEL PRACTICE AND POLICIES

D. RECRUITMENT

It is the practice of the Commission to draw prospective employees for classified positions from the eligible applicants of current employees and other job applicants as set forth in Section VI, Recruitment, Employment and Training of the Commission's Personnel Policies and Procedures.

This practice will continue, including the stated affirmative action policy, and applied through said procedure until changed by the Board of Commissioners.

E. CLASSIFICATION

The Commission's staff consists of two (2) Classification Groups; the Administrative Class and the Maintenance Class. The Administrative Class is responsible for the management and operation of the Commission and the following positions thereunder are considered exempt under the Fair Labor Standards Act for purposes of overtime compensation.

Executive Director
Housing Coordinator
Resident Services Coordinator
Administrative Assistant

F. EMPLOYMENT

All job applicants shall be given the opportunity to complete an employment application.

Criteria for applicant selection will be based solely upon the applicant's qualifications on a nondiscriminatory basis with priority of employment to Commission residents, if otherwise qualified. Each applicant demonstrating interest in the vacant position, but rejected by the Commission shall have a notation attached in their application citing the reason(s) for negative action.

Prior to final employment interview, an investigation, if warranted, concerning the otherwise qualified applicants' previous job performance, character, moral integrity and other factors considered will be conducted to assure as near as possible the job prospects' potential to develop into a satisfactory and efficient employee.

PROMOTIONS

The Commission has the policy of making promotions of eligible, qualified personnel within the Commission whenever there are vacancies on an equal and unbiased basis. This policy will be continued as well as assurance of full cooperation with the provisions of Federal and State regulations. The designated representative responsible for Personnel Administration will undertake and accomplish the following tasks in this regard:

1. Review and transmit personnel policy rules of the Commission to all employees including subsequent amendments and revisions thereto.
2. A skills inventory will be made on each employee to assess the availability of under-utilized skills and abilities in order to maximize the utilization of abilities of staff personnel.
3. Employees shall be apprised of promotional opportunities and training available in conjunction with the development of individual career plans for each employee.

G. TRAINING

The Commission's training programs are offered to personnel on a nondiscriminatory basis and include "on-the-job" training and the scheduling of other training as required in order to increase work efficiency and job skills. Through this effort, the Commission's objectives are to upgrade its own efficiency as well as assisting each employee in the development of new abilities.

The Commission shall participate with programs for training that are to be undertaken by the Department of Housing and Urban Development and supportive agencies thereof.

H. GRIEVANCES AND APPEALS

It is the policy of the Commission to resolve any grievances internally. This policy is to be reemphasized to all personnel, and any staff member, who has a complaint or grievance, is urged to discuss the problem with his/her immediate supervisor, and then the Executive Director, in order to gain a satisfactory solution to the matter. If the matter is not resolved, the employee maintains the right to take additional actions under the rules and policies as set forth in Section XII of Commission's Personnel Policies and Procedures. In any event, no employee is discriminated against in any manner that exercises his/her grievance right.

I. WORKING ENVIRONMENT AND FRINGE BENEFITS

It is the policy of the Commission to maintain working conditions and fringe benefits for its employees on a nondiscriminatory basis consistent with the Commission’s fiscal responsibilities and limitations as set forth in other Sections of the Personnel Policies and Procedures.

J. REVISION OF PLAN

This program shall be reviewed at least annually by the Executive Director for compliance with HUD policies and other Federal and State regulations and effectiveness. The Executive Director will also review the personnel practices and policies to assure effectiveness within the framework of current conditions. If such review indicates, this program may be expanded and revised as necessary.

K. EMPLOYEE ACKNOWLEDGMENT

I acknowledge the receipt of the Commission’s Personnel Policy Manual which describes many of my employee benefits and obligations. I agree to read it and study its contents and abide by the Commission’s written and unwritten policies, procedures, rules and regulations.

Since the information, policies, and benefits described here are necessarily subject to change, I understand that revised information will supersede, modify, or eliminate existing policies. Only the Board of Trustees, and the Executive Director of the Commission have the ability to adopt any revisions to the policies in this handbook.

THIS HANDBOOK IS ONLY A GUIDE; IT IS NOT A CONTRACT. NEITHER THE PROVISIONS OF THIS HANDBOOK NOR ANY OTHER HUMAN RESOURCE POLICIES OF THE AUTHORITY ESTABLISHES A CONTRACT OF EMPLOYMENT BETWEEN ME AND THE AUTHORITY. MY EMPLOYMENT IS “AT WILL.” NEITHER THE AUTHORITY NOR ANY OF ITS EMPLOYEES ARE COMMITTED TO ANY EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE, AT ANY TIME AT THE OPTION OF THE EMPLOYEE OR THE AUTHORITY. NO ONE AT THE AUTHORITY NOVEMBER CHANGE THIS UNDERSTANDING.

Employee Signature

Date

(This signed acknowledgment will be detached and included in the employee’s personnel file.)

IX. SEXUAL HARASSMENT PROHIBITED

A. GENERAL POLICY

The Commission is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, as well as state discrimination laws. The Commission will not tolerate such misconduct. This policy applies to protect all employees, applicants, guests and other persons visiting our premises. Sexual harassment is prohibited, whether directed toward men or women. Reprisals against individuals filing complaints under this policy will not be tolerated. Employees who violate this policy will be subject to discipline, including possible discharge. Other persons who violate this policy will be subject to expulsion from the Commission's premises. Any supervisor or manager who receives a complaint and does not act upon it under the procedures of this policy will also be subject to discipline, including possible discharge.

B. DEFINITIONS

Sexual harassment is unwelcome sexual advances, requests for sexual favors or verbal conduct or physical contact of a sexual nature when:

submission to such conduct is either implied or stated to be a term or condition of employment or a factor in evaluating the individual's job performance, eligibility for promotion, eligibility for an increase in compensation or any other component of employment; or

Such conduct interferes either directly or indirectly with an individual's work performance by creating a hostile, offensive or intimidating environment.

Sexual harassment includes but is not limited to:

Unwelcome Social Advances

Such as repeated uninvited requests for social dates, dinners or any other non-business-related activity where the invitee has indicated that she/he is not willing to accept such invitations.

Verbal Harassment

Such as sexual innuendo, demands or requests for sexual favors, comments or jokes of a sexually vulgar nature, including threats or slurs, remarks about an individual's physical anatomy, derogatory comments about gender or sexually explicit telephone calls.

Physical Harassment

Such as sexual advances, touching (or the threat to touch) in a sexual manner, physical interference with normal work or movement, or otherwise invading the personal privacy of employees inside or outside the workplace.

Distribution Or Display Of Written Or Graphic Sexual Material

Such as sexually oriented magazines or posters, nude pictures or sexually explicit writings of any kind.

Occasional compliments of a socially acceptable manner or statements or acts that are acceptable to all elements of society are not sexual harassment.

C. PROCEDURE

Any individual who feels sexually harassed by and employee of the Manistee Hosuing Commission or other person should take the following course of action:

1. Tell the offending individual(s) to stop the harassment. State your objection to the action and the specific behavior to which you object. If this discussion does not resolve the problem or if you fear reprisals will result from such discussion, or if you feel uncomfortable confronting the harassing individual, proceed to step 2.
2. Inform the Executive Director of the situation. If the harasser is the Executive Director the employee is to inform the President of the MHC Commission of the situation.
3. All complaints received by anyone in management will be directed to the Executive Director for investigation unless the complaining employee specifically requests otherwise. During the course of the investigation, the complaining employee's identity, as far as possible, will be withheld from all involved parties. The Commission will attempt to do the utmost to protect the privacy of the complaining employee and to protect the integrity of any individual who may have been wrongfully accused of sexual harassment.

4. The investigation will be thorough and will usually be completed within 10 days. The Executive Director shall present findings and recommend a penalty, if appropriate, to the harassing employee's immediate supervisor. As soon as possible thereafter, the Executive Director and the harasser's immediate supervisor will tell the harassing employee what, if any, discipline will result.
5. Only the complaining employee and the accused harasser will be told of the final disposition of the complaint.
6. If the accused harasser is not an employee of the Commission, upon completion of an investigation which indicates that harassment did occur, the Commission will take appropriate remedial action. Possible remedial steps range from letters of objection to the accused harasser to refusal to allow the alleged harasser on Commission premises.

D. FINAL NOTE

The Commission recognizes that in some instances the question of whether a particular action or incident is sexual harassment or a purely personal, social relationship without discriminatory effect requires a factual determination based on all of the circumstances. Given the nature of this type of discrimination, the Commission also recognizes that false allegations of sexual harassment can have serious effects on the lives and careers of innocent men and women. While the Commission will not tolerate sexual harassment and will discipline any employee engaged in such conduct, the Commission asks that all employees continue to act responsibly to establish a pleasant working environment free of discrimination. You are encouraged to raise any questions you may have regarding the Commission's sexual harassment policy to the Executive Director. You are also encouraged to report circumstances which may constitute sexual harassment to the Deputy Director or to the Executive Director, even though the circumstances involve the possible harassment of another employee.

NOTICE TO ALL EMPLOYEES

X. SUBSTANCE ABUSE POLICY

NOTICE TO ALL EMPLOYEES

Possession, consumption, or distribution of illicit drugs or alcohol, and substance abuse by employees in the workplace or in an Commission vehicle is unacceptable since it can be adversely affect health, safety, security, productivity and public confidence and trust. Further, a certified drug-free workplace is required by the Commission as a condition for administration of Federal programs.

A. CANDIDATES FOR EMPLOYMENT

After an offer of employment has been extended, such offer may be contingent upon a drug and alcohol screening. Such screening may be a required part of the employment examination in assessing health and/or fitness for work. A confirmation of substance abuse in the test results without an acceptable explanation for a positive finding shall be reason not to employ. A second confirming test will be required at the selected candidates expense. If a second test is also positive, then the job offer will be revoked and assistance referral may be provided. If the person enters and successfully completes a drug or alcohol treatment program and subsequent tests prove that the person is no longer engaged in drug, substance, or alcohol abuse, the Commission may reconsider the person as an applicant for future employment.

B. CONFIDENTIALITY

All information obtained in the course of examination, rehabilitation and treatment of selected applicants and employees shall be protected as confidential medical information. None of the data shall be made a part of the employee's personnel file or shall be provided to any other party without direct written consent of the employee except as required by law or by the Commission in adjudication of the employee's rights.

C. EMPLOYEES

The illegal use, possession, or sale of drugs or drug paraphernalia is prohibited on Commission property or in the Commission vehicles or before coming on the Commission property or using Commission vehicles or equipment.

The sale or use of alcoholic beverages or possession of alcoholic beverage containers on Commission property is prohibited. Also prohibited is the use of alcoholic beverages before coming on to Commission property or using Commission vehicles or equipment.

Employees must notify the Commission within five (5) days of any criminal drug statute conviction. Within thirty (30) days after receiving notice of the conviction, the Commission will take appropriate disciplinary action up to, and including, termination or requiring the employee to satisfactorily participate in a substance abuse rehabilitation program.

Any employee suspecting substance abuse in the workplace must notify the Executive Director immediately. The Commission will make every effort to protect anonymity.

The Commission has the right of access to all of its property. Lockers, cupboards, desks, drawers, motor vehicles, etc. are provided solely for the convenience of the employees and may be searched at any time by the Executive Director or such person as may be designated by the Executive Director.

D. CAUSE OF TESTING

Any employee who appears to be unfit for duty due to the suspected influence of drugs or alcohol shall be required to submit to a urinalysis or blood test.

Any employee involved, or contributing to an accident, whether or not it involves actual or potential injury, shall be required to submit to drug or alcohol testing.

Excessive or unusual absenteeism shall be cause for drug and/or alcohol testing.

The sale or possession of illegal drugs or controlled substances, including, but not limited to, marijuana, cocaine, PCP, heroin, LSD, amphetamines and barbiturates, while on Commission property is strictly forbidden and is a dischargeable offense. Any illegal substance found on Commission property will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Employees undergoing prescribed medical treatment with controlled substance should report this fact to the Executive Director. It is important for the Commission to know this treatment is occurring, and a determination will be made if the employee's job assignment is affected. With this proper notification, the Commission can strive to make appropriate accommodation.

Should an employee refuse a blood or urinalysis test, it will be treated as insubordinate and failure to obey a direct order. This will constitute an admission that the employee is impaired and will be grounds for termination.

A confirmed drug, alcohol, or substance abuse, via presence in test results without an acceptable explanation for a positive finding, shall be reason to place

The affected employee on suspension for five (5) days, without pay to either work out a solution or be referred for rehabilitation in an employee assistance program. Absence from work during rehabilitation is covered under Unpaid Leave of Absence for Medical Leave of the Personnel Policy.

Employees are encouraged to seek help for problems with drug and/or alcohol before it is recognized on the job. Disciplinary action for drug and/or alcohol problems, if any, shall be considered separate from provisions of this drug policy, except where specific disciplinary action is mentioned in this policy.

I have read the above requirements and understand that I must abide by them as a condition of my employment, which is a requirement of Federal law. I understand that termination of my employment will occur for violation of this drug policy.

Signed: _____ Date: _____

XI. FAMILY AND MEDICAL LEAVE ACT

An employee who (i) has been employed by the Commission for at least twelve (12) months and (ii) has worked at least 1,250 hours within the preceding 12-month period, shall be entitled to take up to twelve (12) work weeks of unpaid leave within a twelve-month period in accordance with the provisions of the federal Family and Medical Leave Act of 1993, as amended, for one or more of the following situations:

The birth of a child of the employee and in order to care for that child.

The placement of a child with the employee for adoption or foster care.

The care of a spouse, or child or parent of the employee, if the spouse, child, or parent has a serious health condition.

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves (i) inpatient care in a hospital, hospice, or residential medical care facility; or (ii) continuing treatment by a health care provider.

A serious health condition that prevents the employee from performing his/her job.

In the case of birth or adoption/foster care, this entitlement expires at the end of the twelve-month period beginning on the date of such birth or adoption/foster care.

An intermittent or reduced leave schedule is generally not available, but may be granted by the Executive Director (i) by agreement with the employee, or (ii) for an eligible employee when it is medically necessary for planned medical treatment for the employee who has a serious health condition or for such care for a child, spouse or parent of the employee who has a serious health condition.

A. EMPLOYEE’S DUTY TO GIVE NOTICE TO THE COMMISSION

An employee requesting a leave under this Policy must comply with the following notice requirements:

1. Where the necessity for the leave for the birth of a child or placement for adoption/foster of a child is foreseeable based upon an expected birth or placement, the employee shall give the Commission not less than thirty (30) days’ notice, before the date the leave is to begin, of the employee’s intention to take leave under this policy; provided, that if the birth or placement requires leave to begin in less than thirty (30) days, the employee is required to give as much advance notice in advance as is practicable under the circumstances.

2. In any case in which the necessity for the leave request is for based upon a serious health condition of the employee or a spouse or parent or child of the employee, and the necessity for the leave is foreseeable, it is the employee's duty to (i) make a reasonable effort to schedule the treatment so as not to disrupt unduly the Commission's operations (subject to the approval of the health care provider), and (ii) give the Commission not less than thirty (30) days' notice, before the date the leave is to begin, of the employee's intention to take leave under this policy, unless the treatment requires the leave to begin in less than thirty (30) days, in which case the employee must give notice as soon as practicable under the circumstances.

B. REASSIGNMENT IN CERTAIN CIRCUMSTANCES

If an employee's family and medical leave request is based upon an intermittent leave or reduced schedule leave of absence, and if the leave is foreseeable based on planned medical treatment, the Commission may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and that (i) has equivalent pay and benefits, and (ii) better accommodates recurring periods of leave than the position regularly occupied by the employee.

C. WRITTEN CERTIFICATION REQUIRED

In the event of a serious health problem, the Commission will require a written certification issued by the Health Care Provider for the employee or person who is claimed to have a serious health problem. The certification must state:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. Appropriate medical facts within the knowledge of the Health Care Provider regarding the condition;
4. When care is for a family member, a description of the need for the employee to assist in that care and the probable duration of that need; and
5. In addition, when an employee requests a medical leave because of his/her own condition, the certification must also include a statement that the employee is unable to perform the function of the position.

Note: When the employee is requesting an intermittent or reduced leave schedule because of the employee's serious health condition or because of the serious health condition of a spouse, child or parent, the employee's medical certification must contain, additionally, a statement that the intermittent leave or leave on a reduced leave schedule is necessary, and the expected duration of the intermittent leave or reduced leave schedule.

If the Commission has reason to question the validity of an employee's certification, the Commission may require the employee, at the Commission's expense, to obtain the opinion of a second health care provider designated or approved by the Commission, concerning any information certified by the employee's health care provider. The health care provider selected by the Commission will not be regularly employed by the Commission.

If a conflict of opinion exists between a first and second certification, a third health care provider, selected by agreement of the Commission and employee, will issue the binding opinion.

The Commission may also require subsequent certification at reasonable intervals during the leave, on a reasonable basis.

At the conclusion of the family and medical leave, as a condition for restoration of the employee's position, the Commission will require the employee who has been granted a leave for the employee's own serious health condition to provide a certification from the employee's health care provider that the employee is able to resume work. In the event that the Commission and the employee are governed by a collective bargaining agreement, nothing herein supersedes the requirements for return to work imposed by that agreement.

D. USE OF PAID LEAVE; BENEFITS DURING LEAVE PERIOD; REINSTATEMENT

If the employee has accrued paid vacation leave or sick leave, the Commission will require an employee to use that paid leave as part of the 12-week period of the employee's approved family and medical leave, regardless of the reason for the leave. This will apply, as well, in cases where the Commission approves an intermittent or reduced leave schedule.

An employee who is granted a family and medical leave pursuant to this policy shall not lose any employment benefit (such as Commission-provided group life insurance, health insurance, disability insurance, sick leave, educational benefits, or pension) that accrued prior to the date on which the family and medical leave began.

At the end of the leave period, the Commission will reinstate the employee to the same or an equivalent position to the one held by the employee at the commencement of the leave, with equivalent benefits, pay, and other terms and conditions of employment. However, the employee shall not be entitled to (i) the accrual of any seniority or employment benefits during any period of leave, or (ii) any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken the leave.

E. THE FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Policy give employees the right to take job-protected leave, without pay, with health care benefits for up to twelve (12) weeks per year under the following circumstances:

1. The birth or adoption of a child.
2. The employee's need to care for a spouse, child, or parent due to a serious health condition.
3. An employee's own sickness or health problem.

F. BIRTH OR ADOPTION

1. Leave may be taken prior to, during, and/or after the actual birth or adoption.
2. Leave must be taken within 12 months of birth or adoption.
3. Intermittent leave requires employer's consent.

G. FAMILY MEMBER'S HEALTH CARE

1. Definition of "Family Member",
 - a. Son or daughter:

Under the age of 18 who is incapable of self-care because of physical or mental disability.

Relationship may be biological child, stepchild, legal ward, or child of a person standing in the place of a parent.
 - b. Parent:

Biological parent or an individual who stood in the place of a parent to an employee when the employee was a child.
 - c. Spouse:

Legal marriage is required.

2. Types of Need Covered
 - a. The family member is unable to care for his/her own basic medical, hygienic or nutritional need or safety.
 - b. The employee is providing psychological comfort or reassurance.
 - c. The employee is needed to fill in for others caring for the family member.
3. Intermittent leave may be taken when medically necessary.

H. EMPLOYEE'S OWN HEALTH

1. Employees who are unable to perform the functions of their position due to their own serious health conditions are entitled to FMLA leave within the meaning of the American with Disabilities Act.
2. Intermittent leave may be taken when medically necessary, and approved by the Executive Director.

I. SERIOUS HEALTH CONDITION DEFINED

1. "Serious health condition" means an illness, injury, impairment or physical or mental condition that requires: (a) inpatient care at a hospital, hospice, or resident care facility or (b) ongoing treatment by a health care provider.
2. When inpatient care is not required, the incapacity or continuing treatment must exceed three days.
3. Prenatal care qualifies as treatment of a "serious health condition".
4. "Continuing treatment by a health care provider" involves two or more visits.
5. Voluntary and cosmetic treatments are excluded from "serious" or "continuing treatments".

J. THE MEASURING YEAR

The twelve months measuring year shall be January 1 through December 31.

Interaction with Sick Leave and Annual Leave

An employee will be required to use earned annual leave and/or sick leave for FMLA as a part of the 12 week leave provided in the law, but only within the provisions of sick leave and annual leave as defined in the personnel policy.

K. STATUS OF BENEFITS

1. Health benefits shall be continued during FMLA leave on the same basis as provided during regular employment. However, no other benefit shall accrue to the employee during FMLA leave time exceeding twenty (20) continuous working days.
2. Employees will not lose accrued benefits while on FMLA leave.
3. Equivalent benefits will be provided upon an employee's return to the work place in accordance with provisions of the benefit plan provider.

L. JOB RESTORATION

1. Employees have the right to be returned to an equivalent position, not necessarily the same position.
2. An employee has no greater right to job restoration than if he/she had been continuously employed.
3. Employees on FMLA leave because of their own serious health condition will be required to provide a "fitness for duty" statement from the attending physician or health care provider.

M. REQUESTS FOR FMLA LEAVE

1. A written request for FMLA leave must be made thirty (30) days in advance, except in cases considered to be emergency in nature by the Executive Director.
2. The request for FMLA leave must include certification by a physician or health care provider concerning the health condition of the person requiring health care prior to the time of FMLA leave, except in emergencies as provided in [1] above.

MANISTEE HOUSING COMMISSION

MANISTEE, MICHIGAN

XII. TRAVEL POLICY

A. PURPOSE AND COMMISSION

To establish a mechanism for reasonable reimbursement of Board and Staff travel expenses incurred while on official business of the Commission.

B. CANCELLATIONS

Revision of previous Travel Policy.

C. POLICY STATEMENT

Members of the Board and employees authorized to travel on official business of the Commission may be reimbursed at the Board approved rate as specified in this Travel Policy. Discretion and judgment must be constantly exercised and expenses must meet the reasonable test.

D. EFFECTIVE DATE AND DISTRIBUTION

This policy becomes effective on January 1, 2006.

This policy will be distributed to all Policy Manual Holders.

Date

Chairman

Date

Executive Director

MANISTEE HOUSING COMMISSION

XIII. TRAVEL PROCEDURE

SUBJECT Board and Staff Travel Expenses

A. BOARD APPROVED REIMBURSEMENT RATE

For use of a personal vehicle on agency business, the Board authorizes payment at the prevailing IRS rate per mile.

B. PER DIEM REIMBURSEMENT RATE

Out of pocket expenses for meals, tips, valet, laundry, parking, etc. will be reimbursed at actual cost upon presentation of receipts and approval of the Executive Director.

C. CATCHMENT AREA/DAY TRAVEL AND REIMBURSEMENT

Personal vehicle travel expenses will be paid for travel within the catchment area on agency business at the board approved mileage rate. Meal expenses are generally excluded for travel within the catchment area. However, reimbursement for a meal, which is included as an integral part of an external meeting, may be reimbursed.

D. SAME DAY TRIPS OUTSIDE THE CATCHMENT AREA

Same day trips outside the catchment area, which require no registration fee can be claimed as routine travel expenses with employees being reimbursed for personal vehicle mileage and meals. Expenses for breakfast may be considered for reimbursement if it is necessary to leave home before 6:30 a.m. and for the evening meal may be reimbursed if the time of return is after 7:30 p.m. Same day trips with an estimated cost of \$100.00 or more will require prior approval from the Executive Director.

E. REIMBURSEMENT OF CATCHMENT AREA AND SAME DAY TRAVEL EXPENSE

Expenses should be claimed on the Area Travel/Miscellaneous Expense Reimbursement Form. The employee and Executive Director must sign this form before submission for reimbursement. Board approval is required when travel expenses are incurred by the Executive Director.

F. DATES FOR PROCESSING OF TRAVEL REIMBURSEMENT REQUESTS

Requests should be submitted monthly. If the monthly total is less than \$10.00, the agency requests that the employee accumulate travel

expenses until the total exceeds the \$10.00 amount. Reimbursement requests should be submitted by the 5th day of the month. Travel reimbursement checks usually will be issued to employees by the 20th of each month. Questions about travel reimbursement should generally be routed through the Executive Director.

Requests received after the fifth of each month will not be processed as quickly as checks requested before the fifth of each month. However, if you need to have a check issued quickly (e.g. for travel advances or to meet a registration deadline), or feel that something has gone wrong in the processing of your request, please do not hesitate to check with any personnel that you feel might be helpful in resolving your questions.

G. OUT-OF-AREA TRAVEL AND REIMBURSEMENT

1. Travel Authorization

Before Departure, an employee must obtain authorization from the Executive Director. Such approval must be on the (Out-of Area) Travel Authorization & Reimbursement Request).

Out-of-Area travel with estimated expenditure of over \$500.00 will require prior approval from the Executive Director. If the estimated expense for a group of employees attending a conference is over \$500.00, approval from the Executive Director is also required.

2. Out-of-Area Meal Expenses

In addition to claiming meals for full days outside of the catchment area, expenses may be claimed if departure is before 6:30 a.m., or the return home is after 7:30 p.m.

Meal expenses vary considerably depending on the area traveled. If approved by the Executive Director, expenses over the per meal flat rate can be reimbursed. However, appropriate receipts must document such expenses, and be submitted with the reimbursement request.

3. Lodging Expenses

Reasonable expenses for lodging are reimbursed on an actual cost basis. Excessive charges will be reviewed and reimbursement may be limited to a reasonable allowance.

4. Registration Fees

Registration fees for functions related to agency business may be reimbursed when an employee is expected to attend due to the nature of his/her work. Registration fees should be paid in advance whenever possible.

5. Public Transportation

Rates for public transportation must not exceed those for tourist or coach class accommodations. Expenses for necessary car rentals may be reimbursed when public transportation is not available or reasonable.

6. Parking Tolls, Gratuities, etc.

Expenses for parking, tolls, gratuities, etc. are reimbursed. Appropriate receipts should be attached to the reimbursement request form to document expenses. Telephone calls made on official business are reimbursed. If out-of-area travel will extend two days or more, one 3-minute personal call home per 48 hours is reimbursable.

7. Expenses Reconciliation

Out-of-area travel expenses must be reconciled within 30 days of return. All requests for reimbursement of \$500.00 or less must be approved by the Executive Director or other staff designated by the Executive Director.

Approved requests for reimbursement must be sent to the Administrative Office on the Out-of-Area Travel Authorization & Reimbursement Request Form. This form should be appropriately reconciled and have any required receipts attached.

H. TRAVEL ADVANCES

Travel advances may be made to an employee traveling outside the catchment area and requiring overnight stay. Generally, such requests should be made only if anticipated personal expenses are expected to be over \$65.00.

Any reimbursement due to the Commission from the travel advance should be included in check form made payable to the Manistee Housing Commission. No cash reimbursements will be accepted.

I. UNUSUAL CIRCUMSTANCES AND ADDITIONAL RULES FOR EXPENSES

Expenses not covered under the normal guidelines and regulations may be reimbursed only with the authorization of the Executive Director. If any question arises, the Executive Director is responsible for making a final determination as to the reasonable limitation of any travel related expenses.

Travel to overnight locations on behalf of Commission business during evening hours or on weekends, holidays, or during other non-scheduled work times shall qualify for compensatory time.

XIV. GRATUITY POLICY

Employees of the Housing Commission shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. This includes direct or indirect solicitation during tenure or for one year thereafter. This prohibition is applicable to any person, corporation or group who:

- A. Has or is seeking to obtain contractual or other business or financial relationships with the Commission.
- B. Has interests which may be substantially affected by such employee's performance or non-performance of his/her official duty.
- C. Is in any way attempting to affect the employee's official action.
- D. Conducts operations or activities that are regulated by the authority.

The general rule is modified by the following exceptions:

- A. Acceptance of food and refreshments on infrequent occasions in the ordinary course of a luncheon or dinner meeting or on an inspection tour where the arrangements are consistent with the transaction of official business.
- B. Acceptance of modest entertainment such as a meal or refreshment in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations.
- C. Acceptance of gifts, favors, or entertainment where there is an obvious family relationship between the employee, or between his/her spouse, children or parents, and the donor, and where circumstances make it clear that it is the relationship, rather than the business, which is the motivating factor for the gift, favor or entertainment.
- D. Acceptance of loans from banks or other financial institutions of customary terms to proper and usual activities of employees, such as home mortgage loans.
- E. Acceptance of unsolicited advertising gifts or promotional materials of nominal value.

- F. Acceptance of incidental transportation, in kind, from a private organization, provided it is furnished in connection with the performance of the employee's official duties.

Any gift or gratuity, which is prohibited, shall be returned to the donor. Any questions regarding acceptance of gratuities are to be brought to the Executive Director or Board of Commissioners when concerning Executive Director.

The Executive Director has the authority to interpret or seek interpretation or make reasonable exceptions to these policies.

Survey of Michigan Housing Commission's with Commissioners and/or Staff participating in HAIG Board

Commission	Lansing Housing Commission	Belding Housing Commission	Detroit Housing Commission	Muskegon Heights Housing Commission
Committee Member	Patricia Baines-Lake (Executive Director) Tony Baltimore (Commission Chair)	Sharon Carlson (Executive Director)	Helen Kipplen (Chief Financial Officer) Hurticene Hardaway (General Counsel)	Faye Brown (Executive Director) Pamela Kemp (Deputy Director)
Reimbursement Above \$1,000 Provided by HAIG to Housing Commission?	Yes	Yes	Yes	Yes
Date Contacted	11/20/2013	12/3/2013	11/20/2013	11/20/2013
Person Contacted	Patricia Baines-Lake	Carlson (Executive D	Helen Kipplen	Faye Brown

Bay City Housing Commission
Karl Opheim (Assistant Director)
Yes
11/21/2013
Karl Opheim

**HOUSING DATA SYSTEMS INC.
LICENSE FOR USE AND SUPPORT OF SOFTWARE PRODUCTS:**

AGREEMENT made between HOUSING DATA SYSTEMS INC., hereinafter called "HDS", with a principal place of business at 750 W. Hwy 16, West Salem, Wisconsin, 54669 and the undersigned Licensee, hereinafter called "Customer."

1. **DEFINITIONS.** As used herein, the following definitions apply:
 - a) "Software Products" shall mean collectively the Licensed Software and Copyrighted Documentation (as hereinafter defined).
 - b) "Licensed Software" or "Software" shall mean the software included herewith, all updates and revisions thereof supplied by HDS during the term of the Agreement, and all permitted copies of the foregoing.
 - c) "Copyrighted Documentation" shall mean all documentation other than the Licensed Software related to the Software supplied by Licensor hereinunder.
 - d) "Use" shall mean the reading of the Licensed Software from its medium into the memory of a computer only for the purpose of executing the programs.
 - e) "Update" is a complete or partial release of the software that includes minor feature enhancements and possible defect fixes.
 - f) "Upgrade" is a major release of the software that includes significant feature enhancements, as determined by HDS in its sole discretion.
2. **LICENSE.** Customer shall accept and HDS shall grant, upon payment of the license fee by Customer, under the terms and conditions hereinafter set forth, a nonexclusive license for the term of this agreement and any renewal periods thereof to use the Licensed Software and Copyrighted Documentation, hereinafter referred to collectively as Software Products.
3. **TERM.** This Agreement is effective for one year from the date hereof and shall be automatically renewable from year to year upon billing and receipt of the annual renewal fee, in advance of the anniversary date of this Agreement. However, this Agreement may be terminated as follows:
 - a) If the customer fails to comply with any term or condition of this License Agreement and receives notice thereof from HDS and thereafter fails to cure within seven (7) days from the date of mailing of said notice if in writing or from the date of receipt of said notice if oral. Violation of paragraph seven or eight hereinunder shall be grounds for immediate termination, without notice. There shall be no refund whatsoever, for termination under this subparagraph.

4. **ANNUAL FEES.** This agreement includes fees for the period beginning on 06/14/13 and ending 06/13/14 at a cost of \$2370.00. Payment of the annual license/support fee covers software updates and support for the following Licensed Software:

Applicant/Tenant Management Module
Tenant Accounting Module
Tenant Correspondence Module
Work Order Module
Batch Inspection Module

Upgrades of the above software modules and additional modules are subject to additional fees. The annual license and support fee may be subject to change annually.

5. **USE OF LICENSED SOFTWARE.** The License granted under this agreement authorizes the Customer to use the Licensed Software, original and any backup copies only in connection with a single computer or network server. Customer may physically transfer the software from one computer to another computer provided that the software is used in connection with only one computer or network file server at a time. You may not copy or reproduce any part of the software except to copy the software for backup purposes. All copies of the Software Products shall contain all of HDS's restrictive and proprietary notices in the form of contents as they appear on or in the Licensed Software provided by HDS. In no event shall Customer have the right to use, copy, modify, or transfer the Licensed Software, in whole or in part, except as expressly provided for in this License Agreement. In addition, you may not modify, adapt, translate, reverse engineer, decompile, disassemble the program, or create any derivative work based upon the Licensed Software.
6. **USE OF COPYRIGHTED DOCUMENTATION.** The License under this Agreement authorizes the Customer to use the Copyrighted Documentation. This documentation may not, in whole or in part, be copied, photocopied, reproduced, translated, transmitted or reduced to any electronic medium of machine-readable form without prior written consent from HDS. All copies of the Software Products shall contain all of HDS's restrictive and proprietary notices in the form and contents as they appear on or in the Licensed Software provided by HDS.
7. **COPYRIGHT.** All rights in respect to the Software Products shall remain at all times vested in HDS. You may not copy or reproduce any part of the Software Products, except as expressly provided for in this Agreement. The Customer shall be ultimately responsible for the supervision, management, and control of the use of the Software Products covered under this Agreement. The Customer agrees that it will take appropriate actions with its employees, by agreement or otherwise, to satisfy its obligations under this Agreement with respect to use, copying, modification, and protection and security of Software Products.
8. **PROTECTION AND SECURITY.** The Customer agrees not to assign, sublicense, rent, transfer, provide, or otherwise make available the Software Products to any other person without the written consent of HDS, which consent will be based upon the same criteria as was the basis for the licensing to this Customer. Any contrary agreement by Customer is void and may be the basis for immediate termination of the License.
9. **PROTECTION OF TRADE SECRETS.** Customer acknowledges and agrees that the Software Products are HDS's exclusive property and constitute a valuable trade secret of

HDS. You may not distribute copies of the Software Product to others. Upon termination, cancellation, or failure to renew hereof, Customer shall immediately return the Software Products and all copies, modifications, and merged portions in any form thereof to HDS. In addition to recovery of all damages and the obtaining of injunctive relief as provided by law, in the event legal action must be taken to enforce this provision, the Customer will pay HDS all reasonable legal fees incurred in enforcing the rights of HDS under this Agreement.

10.SUPPORT. The Agreement provides for unlimited support of HDS Software Products via telephone, secure internet connection, and e-mail. **On-site support is not included in this Agreement and will be billed on a time plus expenses basis.** Customers will be billed for the annual license and support fee at the beginning of the contract period. Support hours extend from Monday through Friday, 8:00 a.m. to 5:00 p.m. CST.

Customized software is not covered by this Agreement. Support for customized software will be billed at an hourly rate.

Customers are required to provide remote access via secure internet connection. This will enable HDS to transfer files and trouble-shoot software running on a remote PC. Customers may be referred to the manufacturer of communications hardware or software for support when appropriate.

There may be an additional charge during the term of this Agreement if one or more of the following events occur.

- a) The Customer purchases additional software modules from HDS.
- b) The Customer adds additional units or housing program types.

Support services for items such as the following fall outside the scope of this Agreement. HDS may be willing and able to provide support in these cases but at an additional charge. The Customer will be notified at the time a support request is made if such support would incur an additional charge.

- a) Restoration of programs and data due to circumstances such as hard drive failure, accidental deletion, viruses, theft, or natural disasters.
- b) Assistance with hardware or software other than the HDS Products.
- c) Training of new personnel.

11. WARRANTY/DISCLAIMER. HDS warrants that the software will substantially conform to published specifications and to the documentation, provided that it is used on the computer hardware and with the operating system for which it was designed. HDS also warrants that the magnetic media on which the software is distributed and the documentation are free from defects in materials and workmanship.

HDS WILL REPLACE DEFECTIVE MEDIA OR DOCUMENTATION AND CORRECT SUBSTANTIAL SOFTWARE ERRORS AT NO CHARGE, PROVIDED YOU RETURN THE ITEM WITH DATED PROOF OF PAYMENT TO HDS WITHIN NINETY (90) DAYS OF THE DATE OF DELIVERY. IF HDS IS UNABLE TO REPLACE THE DEFECTIVE MEDIA OR DOCUMENTATION OR CORRECT SUBSTANTIAL SOFTWARE ERRORS, HDS WILL REFUND THE LICENSE AND SUPPORT FEES. THESE ARE YOUR SOLE REMEDIES FOR ANY BREACH OF WARRANTY. LIABILITY IS FURTHER LIMITED AS FOLLOWS: IN NO CASE SHALL HDS'S LIABILITY EXCEED THE AMOUNT OF THE ANNUAL LICENSE AND SUPPORT FEES PAID.

- a) IN NO EVENT WILL HDS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN PARTICULAR, HDS IS NOT RESPONSIBLE FOR ANY COSTS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, THOSE INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, THE COST OF RECORDING SUCH SOFTWARE OR DATA, THE COST OF SUBSTITUTE SOFTWARE, OR CLAIMS BY THIRD PARTIES.
- b) Except as specifically provided above, HDS MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- c) THIS SOFTWARE IS TO BE USED EXCLUSIVELY FOR BUSINESS PURPOSES OF THE LICENSEE AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD USE.
- d) STATEMENTS MADE TO YOU IN THE COURSE OF THIS SALE OF THE SOFTWARE LICENSE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT (Public Law 105-271, 112 Stat. 2386). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

GENERAL.

- a) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior undertakings, writings, proposals, representations or communications, oral or written, of either party.
- b) The opening of the software package, the use of the software, or signature on this Agreement signifies your agreement to the terms herein.
- c) HDS may assign any of its rights and obligations under this Agreement to any party without notice to the Customer.
- d) The laws of the State of Wisconsin shall govern this Agreement. Agreement dated this 14th day of June, 2013.

HOUSING DATA SYSTEMS, INC.

By:  Title: President

CUSTOMER Manistee Housing Commission
Print Name

By:  Title: Ex. Director
Authorized Signature

EXHIBIT 8

July 30, 2010

Mr. Brandon Jensen, Deputy Director
Manistique Housing Commission
273 6th Avenue
Manistee, MI 49660

Subject: Contract Amendment #1

Dear Mr. Jensen:

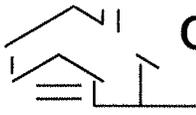
I am sorry I did not get this back to you sooner. When I first read through it I did not think it applied to our contract because our contract is far less than \$100,000.00. Our contract is for a two- year period although either party can terminate at any time with a 30 day notice from the end of any given month after the starting date of the contract in reality reducing it to a thirty day contract.

I read through HUD-5370-C and have no qualms about any of the provisions in it so we are Signing and returning it to you as requested. Again, I am sorry for the delay.

Sincerely,
Housing Authority Accounting Specialists, Inc.

Gilbert O. Vieth, President

Enclosure



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

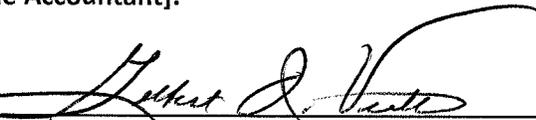
PROVIDING SAFE AFFORDABLE HOUSING

Contract Amendment #1: "Contract for Accounting and Management Services"

1. The City of Manistee Housing Commission hereby includes the addition of HUD-5370-C: Section I, to the above noted contract. Terms and Conditions contained within the HUD-5370-C will take precedence over conflicting terms and conditions outlined in the above noted contract.

Acknowledge of Acceptance: The undersigned representative of each party hereby acknowledges that they have reviewed the attachment (HUD-5370-C) to the "Contract for Accounting and Management Services" and accept all associated terms and conditions attached hereto.

[The Accountant]:

BY:  Date: 7-13-10
[Name], [Title]

[The Public Housing Agency]:

BY:  Esq., Director Date: 6-24-10
[Name], [Title]

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 3/31/2010)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section III, Labor Standards Provisions*, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



**City of Manistee
Housing Commission**

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE, AFFORDABLE HOUSING

June 24, 2010

RE: Contract for Accounting and Management Services

Housing Authority Accounting Specialists, Inc
Attn: Gilbert O. Vieth, President
PO Box 545
919 Hoeschler Drive, Suite 200
Sparta, WI. 54656

Mr. Vieth

It is a pleasure to once again have your services for accounting and management. Enclosed you will find both signed contracts as well as "Contract Amendment #1" which acknowledges the addition of HUD Form 5370-C-Section I. These are required clauses that we must include with this contract per our procurement policy. If you could please sign both copies and retain one full copy for your records and return one full copy for ours we would appreciate it.

Again, we look forward to working with you. Please let me know if you have any questions regarding this letter and I will assist you the best I can. I can be reached anytime at the Housing Commission Main Office at 231.723.6201 x103.

Sincerely,

Brandon Jensen, Deputy Director

cc. files

MANISTEE HOUSING COMMISSION
COMPUTATION OF MONTHLY FEES - LOW RENT PUBLIC HOUSING

ONE TIME IMPLEMENTATION FEE

TENANT ACCOUNTING:

<u>0</u>	ACTIVE TENANTS @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -
<u>0</u>	ACTIVE TURNKEY III @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -
			\$ -

GENERAL LEDGER:

ESTABLISH GENERAL LEDGER MASTERFILE		\$ 350.00
ESTIMATED REIMBURSABLE EXPENSES	Est.	\$ 850.00

TOTAL ONE TIME IMPLEMENTATION FEE **\$ 1,200.00**

MONTHLY SERVICE COMPUTATION

TENANT ACCOUNTING:

<u>0</u>	ACTIVE TENANTS @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -
<u>0</u>	ACTIVE TURNKEY III @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -

NOTE: DOES NOT INCLUDE ADDITIONS TO MASTER FILE

BILLING STATEMENTS:

\$ -	PER STATEMENT, BASED ON <u>0</u> UNITS	\$ -
	COMPUTED ON ACTUAL NUMBER PRINTED-OPTIONAL SERVICE	

GENERAL LEDGER AND ACCOUNTING ASSISTANCE

<u>215</u>	UNITS @	<u>\$ 2.97</u>	\$ 638.55
			\$ -
			\$ -
			\$ -
			\$ -

TOTAL MONTHLY SERVICE COST **\$ 638.55**

MANISTEE HOUSING COMMISSION
COMPUTATION OF MONTHLY FEES - DOMESTIC VIOLENCE GRANT PROGRAM

ONE TIME IMPLEMENTATION FEE

TENANT ACCOUNTING:

<u>0</u>	ACTIVE TENANTS @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -
<u>0</u>	ACTIVE TURNKEY III @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -

GENERAL LEDGER:

ESTABLISH GENERAL LEDGER MASTERFILE		\$ -
ESTIMATED REIMBURSABLE EXPENSES		\$ -

TOTAL ONE TIME IMPLEMENTATION FEE

\$ -

MONTHLY SERVICE COMPUTATION

TENANT ACCOUNTING:

<u>0</u>	ACTIVE TENANTS @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -
<u>0</u>	ACTIVE TURNKEY III @	\$ -	\$ -
<u>0</u>	ESTIMATED VACATED ACCOUNTS @	\$ -	\$ -

NOTE: DOES NOT INCLUDE ADDITIONS TO MASTER FILE

BILLING STATEMENTS:

\$ -	PER STATEMENT, BASED ON <u>0</u> UNITS	\$ -
	COMPUTED ON ACTUAL NUMBER PRINTED-OPTIONAL SERVICE	

GENERAL LEDGER AND ACCOUNTING ASSISTANCE

<u>0</u>	UNITS @	\$ -	
	Flat Fee Until Grant is Completed		\$ 100.00
			\$ -
			\$ -
			\$ -

TOTAL MONTHLY SERVICE COST

\$ 100.00

CONTRACT FOR ACCOUNTING AND MANAGEMENT SERVICES

This agreement is made this day between the **Manistee Housing Commission** hereinafter referred to as the "Public Housing Agency" abbreviated to "PHA" and **Housing Authority Accounting Specialists, Inc.**, hereinafter referred to as the "Accountants".

The "PHA hereby agrees to engage the Accountants to perform certain accounting, bookkeeping and management services as specified in the following paragraphs.

I

To implement and continue this service in an orderly manner, the PHA agrees to furnish the Accountants, as applicable, the following information for certain services as prescribed below:

General Ledger Accounting

1. Initially, the accountants shall be furnished with all books of account and records for the current fiscal year, or the starting date in the contract, including the general ledgers, financial statements, receipts and disbursement journals, journal entries, depreciation schedules for fixed assets, inventories, and any and every other document necessary for recording and proper classification of accounts. This includes any and every subsidiary ledger or schedule balanced to the books of account the end of the month prior to the beginning of services under this contract. In the event these records are not available or unacceptable in accordance with the Low Rent Public Housing Accounting Handbook HM 7510.1 and/or other HUD accounting guidebooks, the accountants will create the necessary records and the PHA will be charged the time it takes to create the required records at the prevailing rate.
2. Receipted copies of all deposit slips representing deposits to the PHA's general fund. The deposit will be summarized by category to enable the Accountant to properly record the receipts to the appropriate general ledger or subsidiary accounts. All direct deposits from HUD or any other source will be recorded and classified by the accountants. Non-tenant receipts taken in at the PHA office should have appropriate documentation attached so the accountants can determine the source, proper project and account classification. The deposit slip shall also contain the inclusive cash receipt numbers. These deposit slips are to be mailed to the Accountant weekly or monthly as agreed to. Copies of voided cash receipts must be sent to the Accountant.
3. When the Accountants have not been contracted for the tenant accounting service, the PHA shall provide a summary of all transactions with tenants classifying all charges and credits by type of transaction. The PHA must submit a receipt batch report balancing the receipts in numerical sequence to each deposit. All receipt numbers must be accounted for. Voided receipts must be kept in the PHA's office for presentation to the auditor if requested. The document to be forwarded to the fee accountant to record the accrual for charges to tenants is to be submitted at the end of the month. This is a form similar to the

"Monthly Statement of Operations", or Rental Register as provided for in Handbooks published by the U.S. Department of Housing and Urban Development from time to time. A summary of transactions by AMP is required if Project Based Accounting applies.

4. Copies of all check vouchers issued in numerical sequence including void checks, together with a conformed copy of the invoice, (not statement) or other supporting document if any. The check vouchers, to be provided to the Accountants weekly, shall provide the project number, CFP program number and dollar distribution by account number to be charged or credited in such manner as prescribed by the Accountants. As a management function the PHA authorizes the accountants to code or classify any transaction not coded or classified by the PHA. The accountants shall code or classify transactions in accordance with the Low Rent Public Housing Authority Accounting Handbook, HM 7510.1.
5. Copies of all correspondence and/or other documents related to Capital Funds or state and local grants. A copy of all LOCCS/VRS forms HUD-50080 with attached documentation should be sent to the accountants for each draw of Capital funds.
6. Copies of the minutes of the monthly Board Meeting.
7. Monthly bank statements and canceled checks. The bank should be authorized to mail or email the bank statements directly to the Accountants.
8. A statement containing the description of each item of nonexpendable equipment disposed of, the method of disposition, (sold, traded in, or other) and the amount of proceeds from disposition. This information is to be provided to the Accountants by the end of any month in which such transactions occur.
9. A copy of the Depreciation Schedules as of the previous Fiscal Year End. If Project Based Accounting applies this must be by AMP with separate schedules for the cost center.
10. A copy of the approved Annual Budgets, Requisitions and Grant documents.
11. A copy of the Report of Audit upon issuance to the PHA.
12. A list of accrued compensated absences by individual and department (such as Administration, Maintenance, Tenant Services and Security) at fiscal year end.
13. Copy of office supply inventory. An office supply inventory is not necessary if the total dollar amount of the inventory is deemed to be immaterial by the PHA.
14. Inventory of nonexpendable equipment in storage at end of fiscal year.
15. A list of obsolete inventory items included in the maintenance materials (or office supply

inventory if applicable) at each fiscal year end.

16. A list identifying tenant's accounts receivable that are on the books of account at year-end that the PHA knows or believes it will be unable to collect.
17. Provide the fee accountant with details related to any contingent liabilities at fiscal year end. These will normally be lawsuits wherein the Housing Authority has offered an amount of money to a plaintiff to settle a lawsuit.
18. A copy of all FSS escrow and/or reserve accounts.
19. Other documents, correspondence or reports needed by the Accountants to maintain a complete and accurate set of books.
20. The REAC Coordinator must have the accountants authorized as the submitter of the unaudited and audited financial statements at fiscal year end.
21. The PHA must provide the accountants with a copy of the PHA's internal control policies.

Material needed for Tenant Accounting (when this function is performed by the Accountant)

1. A listing or other form as prescribed by the Accountants of all tenants in occupancy or vacated with balances, stating the name, address, account number, monthly charges and balances for accounts receivable, security deposits, pet deposits and any other deposits in balance with the corresponding general ledger accounts as of the end of the month prior to the start of services under this contract.
2. Copies of all cash receipts issued including copies of all voided cash receipts, and copies of the deposit slips with an adding machine tape of the receipts included in each deposit made. The PHA must prepare a receipt for all money collected and deposited to the general fund. The receipts must be accounted for numerically and mailed to the Accountants weekly or as otherwise mutually agreed upon. The fee accountant is required to classify and record all direct deposits to the general fund. The PHA must provide the accountant with the documents to support the direct deposits.
3. Copies of all adjustment slips which must be prepared for all charges and credits to occupant's accounts, except (a) charges for recurring monthly rent and other charges to occupants in possession at the close of the month and, (b) credits for cash collections.
4. Tenant master information forms as applicable, for adding new accounts and changing information on existing accounts. Master information forms must also be sent for any occupants who are vacating for all programs. All forms must be signed and dated by PHA. If this is not done the accountant shall prepare the required accounting documents for

entry to the tenants account and forward them to the PHA for signature and return for file documentation.

II

During the continuance of this contract the Accountants shall:

1. Devote time and attention necessary to ensure the performance of the work in an accurate and timely manner.
2. Maintain the PHA's books of account in accordance with the principles and standards and the classification and description of accounts prescribed by HUD/REAC and GAAP. Classification of transactions will be done in accordance with the Low Rent Public Housing Authority Accounting Handbook HM 7510.1.
3. Make a periodic visit to the PHA's office upon request of the client as mutually agreed by both parties. The PHA will reimburse the Accountants not more than \$800.00 per day plus out of pocket expenses. The initial on-site setup will be billed at \$100.00 per day plus reimbursable out-of-pocket expenses for airfare, meals, and lodging only.
4. Perform all services for each category of service selected as follows:

A. General Ledger and Accounting Assistance

Prepare monthly computer financial statement, general ledger and journal registers for each Annual Contributions Contract or AMP.

Prepare monthly bank reconciliation for all bank accounts.

Maintain reconciliation of individual FSS escrow accounts to general ledger control accounts.

Maintain a monthly reconciliation of tenants receivable to the general ledger control accounts.

Maintain balancing interfund accounts between all PHA programs.

Maintain Insurance Register.

Maintain Investment Register.

Maintain Property and Equipment records.

Maintain Utility Consumption and cost detail.

Maintain Depreciation Schedules balanced to books of account. It will be the PHA's responsibility to review these at least annually and advise the accountants of any items disposed of by sale, scrapping or donation.

Prepare all routine and nonroutine journal entries as required. Copies shall be provided to the PHA monthly. A sign-off sheet will be required stating a person in charge at the PHA has reviewed and concurs or does not concur with the journal entries prepared by the accountants. Review all check vouchers for proper coding and provide assistance in the event the PHA is having difficulty with classification and distribution. The accountants are obligated to code the transactions in a consistent manor with guidelines provided by HUD/REAC. If the accountant provides the classification and coding the PHA must review and approve the classification of all transactions each month. .

Review all non-tenant receipts for proper classification. The Accountants will classify all non-tenant receipts wherein the PHA has not. The PHA must review the classification of all non-tenant receipts and return the sign-off sheet noting any changes required.

Maintain a current file of HUD Transmittal Notices and GASB publications to enable the Accountants to provide technical assistance related to new accounting and auditing procedures, policies and principles.

Correspond with the PHA as frequently as considered necessary by the Accountants to maintain accurate and timely transmittal from the PHA.

Maintain detailed analysis of other key balance sheet accounts as considered necessary by the Accountants.

Prepare any HUD form related to financial information required by the PHA.

Provide assistance to the PHA in answering questions related to the financial reports from HUD/REAC officials and/or auditors.

B. Regular Tenant and Homebuyer Accounting

The following computer reports will be provided on a monthly basis:

Cash Receipts Register

Cash Receipts Summary

Adjustment Slip Register

Monthly Statement of Operations

Tenant Accounts Receivable, Security Deposit Ledger and Equity ledgers for Turnkey III

Analysis of Accounts Receivable

Accounts Receivable Collection Register

Homebuyers Monthly Payment Control Record (Turnkey III only)

***The above reports will be emailed unless otherwise directed by the PHA

C. Optional Tenant Accounting Service

Monthly Billing Statements (Mailed First Class – postage to be paid by Accountant)_

D. System Establishment

Visit the PHA to instruct the PHA personnel how to transmit the information required in Part I of this contract. The initial visit shall be made not later than 30 days after the execution of this contract unless mutually waived by the PHA and Accountants.

E. Supplemental Services

1. Prepare all payroll reports and maintain individual payroll earnings records required by Federal and State law.
2. Preparation of Operating Budgets and revisions all programs including Stop-Loss assistance.
3. Preparation of all Operating Fund (PFS) forms.
4. Interest application to security deposits, earned home payment accounts, and nonroutine maintenance reserves.
5. In the event the PHA's books of account and/or subsidiary ledgers are not in balance or current at the initiation of this contract the PHA may employ the Accountants to balance the books and bring them to a current condition.
6. Prepare nonroutine adjustments to tenants subsidiary accounts.
7. U.S. Government Census Reports and other supplemental reports and financial forecasting as required from time to time.
8. Electronic submission of unaudited and audited Financial Statements to REAC.
9. GAAP conversions. In the event this contract starts before the PHA has done the GAAP conversion the accountant may be engaged to do this on a time-spent basis.
10. Special reports requested by the Commissioners not included in the monthly financial statements.
11. Annual General Ledger printouts including all twelve months transactions.
12. E-mail of general ledger and financial statements directly to auditors.
13. Cost of Quality Control Document and SAS 70 Audit.
14. Preparation of HUD-52681B VMS as required by HUD monthly or quarterly.
15. Prepare MD & A for the audit. (This service may be contracted out by the Accountant)
16. Prepare Notes to Financial Statements for the audit. (The Accountant may contract out this service.)
17. Project-Based accounting.
18. Separation of accounts necessary for Project-Based accounting and all analytical work including any travel and reimbursable expenses.
19. Modification of Chart of Accounts to accommodate Project-Based accounting.
20. Other nonroutine reports and on-line reports as may be required from time to time by HUD/REAC.
21. The supplemental services outlined above must be requested by the PHA and will not automatically be performed by the Accountants. Supplemental services will be billed on a time-spent basis at the rate of \$120.00 per hour in 1/10-hour intervals.

III

For services defined in paragraphs A through E above, the PHA agrees to pay the Accountants a fee determined in accordance with the schedule of fees attached and hereby made a part of this

contract. The fees will increase annually on April 1st of each year but not to exceed an increase of 5% per year. New fee schedules should be attached to and become part of this contract. For most contracts the fee is based on the number of units under ACC so it will be your obligation to notify us of unit increases or decreases.

The cost of transmitting required information and documents to the Accountant will be borne by the PHA. The cost of transmitting information, documents, and reports to the PHA will be borne by the Accountants providing this can be done using standard First Class and Priority Mail. The cost of special mailing such as overnight air service provided by several vendors will be borne by the PHA.

It is also understood that should the PHA fail to provide the Accountants with information required in the contract the Accountants shall be released of their responsibilities under this contract, and shall cease billing until such time as the completed information is furnished and normal service can be resumed.

IV

The PHA and the Accountants agree to the terms, condition and compensations of this contract commencing with the month of January, 2010. Billings are due and payable to the Accountants upon receipt, or not later than the next regularly scheduled Board Meeting.

This contract shall continue in effect for a period of two years from the starting date above. At the expiration of the two-year period the contract will remain in effect on a month-to-month basis for the protection of the PHA and Accountant. This contract can be renewed for any period desired by the client. This contract may be terminated by either party upon thirty days written notice to the other effective at the end of any calendar month. Notice of termination by either party shall be given by certified letter-return receipt requested mailed to the following address:

Address of Accountants: **P.O. Box 545
Sparta, WI 54656**

Address of PHA: **273 Sixth Avenue
Manistee, MI 49660**

All books of account, including but not limited to paper copies of all documents shall remain the property of the PHA and shall be returned after they have served their purpose with the Accountants, but in any event upon termination of the contract such records and documents shall be neatly packed in appropriately labeled containers and returned to the PHA upon payment of the final billing. The accountants are not obligated to provide the PHA or new fee accountants with any electronic or computer media files which contain proprietary information. The cost of returning records will be chargeable to the PHA upon termination of the contract by the PHA or Accountants. The PHA shall return all procedure manuals provided by the Accountants to the Accountants upon termination of the contract.

VI

All books of account and all supporting documents and files, while in the possession of the Accountants, shall be made available for inspection or audit by authorized representatives of HUD and the General Accounting Office as provided for in the contract between the PHA and HUD. The fee accountants will be obligated to carry on day-to-day communications, correspondence, etc. with the Executive Director and designated staff. At any time during the continuance of this contract the accountants are obligated to provide any or all information related to this contract to Board Members, HUD and auditors engaged by the PHA on request or as deemed necessary by the accountants. If violation of the Annual Contributions Contract or any illegal activity becomes known or suspected by the accountants, they are authorized to contact any party they feel could help remedy the situation.

VII

The monthly financial statements and various reports are prepared from information provided by the PHA without audit. The accountants make no statements that the financial statements are complete, true and correct as they would have no way of knowing that. The financial statements are intended for use by the PHA, Commissioners and auditors for management purposes only. They are not intended for use by any third parties for any other purpose.

VIII

Nondiscrimination In connection with the performance of work under this contract the Accountants agree not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Accountants will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

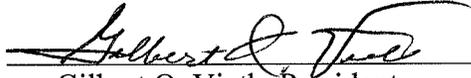
Officials Not to Benefit No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract or to any benefit that may arise therefrom.

Interest by Member of PHA No member, officer or employee of the PHA during his tenure, or for one year thereafter, shall have any interest direct or indirect, in the contract or proceeds thereof.

Certification Regarding Debarment This is to certify that neither this firm nor any employee or any person involved is now or ever has been debarred from doing business with any agency funded by a unit of the Federal, State, or Local Government.

The terms and conditions and compensation outlined in the above contract are hereby agreed to for the Accountants:

Housing Authority Accounting Specialists, Inc.

By:  Date: 06/15/10
Gilbert O. Vieth, President

The terms and conditions and compensation outlined in the above contract are hereby agreed to by the Housing Agency:

Manistee Housing Commission

By:  Date: 6-24-10
Title: Executive Director

Revised (02/2010)

HOUSING AUTHORITY ACCOUNTING SPECIALISTS, INC.
SCHEDULE OF FEES
EFFECTIVE APRIL 1, 2010

MONTHLY FEES

1. TENANT ACCOUNTING (INCLUDES TURNKEY III)
2. BILLING STATEMENTS
3. GENERAL LEDGER AND ACCOUNTING ASSISTANCE

TOTAL
UNITS

	<u>1</u>	<u>2</u>	<u>3</u>
0-25	1.65	0.55	3.85
26-50	1.65	0.55	3.63
51-100	1.65	0.55	3.41
101-200	1.65	0.55	3.09
201-300	1.38	0.55	2.97
301-400	1.38	0.55	2.65
401-600	1.10	0.49	2.37
601-800	1.10	0.49	2.21
801 - UP	1.10	0.49	2.04

SYSTEM IMPLEMENTATION FEES

1. ESTABLISH MASTER FILE - ONE TIME CHARGE

EACH TENANT \$3.83

2. GENERAL LEDGER

THE ON SITE VISIT TO ESTABLISH GENERAL LEDGER MASTER FILE AND CHART OF ACCOUNTS
WILL BE \$350. 00 PER GENERAL LEDGER PLUS REIMBURSABLE OUT-OF-POCKET TRAVEL COSTS.

3. SUPPLEMENTAL SERVICES

SUPPLEMENTAL SERVICES LISTED UNDER ITEM F. OF THE CONTRACT WILL BE BILLED AT THE RATE OF \$120.00
PER HOUR. (Billed in 1/10 Hr. Increments)

** PROJECT BASED ACCOUNTING SETUP FEES WILL BE QUOTED SEPARATELY

Labor Agreement

Between

**United Steelworkers
Local Union 14758-04**

And

City of Manistee Housing Commission

Effective

May 1, 2012—May 1, 2015

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WITNESSETH:

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10

The general purpose of this agreement is to set forth the wages, hours and working conditions and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its Employees and the Union. Recognizing that the interest of the community and job security of the Employees depend upon the Employer's ability to continue to provide proper services to the community, the Employer and the Union for and in consideration of the mutual promises, stipulations and conditions contained herein, agree to abide by the terms and provisions set forth herein for the duration of this agreement.

1 AGREEMENT

2
3 This agreement is entered into May 1, 2012, by and between the City of Manistee Housing
4 Commission, herein after referred to as the "Employer", and the United Steelworkers, AFL-CIO-
5 CLC, for itself, and on behalf of its Local Union 14758-04, hereinafter referred to as the "Union".
6

7
8 PREAMBLE

9
10 The City of Manistee Housing Commission and the United Steelworkers, AFL-CIO-CLC, on behalf
11 of Local Union 14758-04, hereby agrees as follows:
12

13 The parties recognized the need for resolving mutual problems and concerns as they arise. In
14 addition, both parties agreed, in principal, with the concept of an on-going problem-solving
15 process and are committed to achieving mutually established goals and objectives directed
16 toward the implementation of such a philosophy between the City of Manistee Housing
17 Commission and the United Steelworkers, Local Union 14758-04.
18

19
20 ARTICLE 1—RECOGNITION, EMPLOYEES COVERED

21
22 A. EMPLOYEES COVERED

23
24 Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public
25 Acts of 1965 as amended, the Employer does hereby recognize the Union as the
26 exclusive representative for the purpose of collective bargaining in respect to rates of
27 pay, wages, hours of employment and other conditions of employment, for the term of
28 this agreement of all permanent, full-time and regular part-time maintenance and
29 housekeeping Employees and temporary Employees, excluding supervisors, professional
30 and confidential Employees.
31

32 Definitions

- 33 • Full-time Employees—scheduled to work forty (40) hours per week; receives all
34 benefits of full-time Employees as described in this agreement.
- 35 • Part-time Employee—scheduled to work twenty (20)-thirty (30) hours per week
36 or less; receives all benefits of part-time Employees as described in this
37 agreement.
- 38 • Temporary Employee—individual hired for a limited time no greater than forty
39 (40) hours per week for a time not to exceed three months from the date of hire.
40 Temporary Employees may be hired, at CMHC’s discretion, as either full-time or
41 part-time at the end of the three month period. Temporary Employees receive
42 no benefits.
43

1 B. NEW POSITION

2
3 Any new position created during the life of this agreement will be added to the unit,
4 providing it is similar to a position heretofore recognized, but excluding summer help.
5

6 C. NON-DISCRIMINATION

7
8 It is the continuing policy of the Employer and the Union that they shall not discriminate
9 against any bargaining unit member on the basis of race, sex, creed, color, national
10 origin or age.
11

12
13 ARTICLE 2—UNION SECURITY

14
15 A. MEMBERSHIP, NEW

16
17 The Employer agrees that new Employees, as a condition of employment, shall become
18 members of the Union not later than thirty (30) days after the beginning of their
19 employment, and shall continue their membership in the Union during the period of this
20 agreement, or pay the Union a sum equal to the dues and fees uniformly charged for
21 membership for the duration of the agreement.
22

23 B. MEMBERSHIP, CONTINUING

24
25 All Employees in the bargaining unit who are members of the Union on the effective
26 date of this agreement, shall, as a condition of employment, maintain their membership
27 in the Union for the life of this agreement, or pay to the Union a sum equal to the dues
28 and fees uniformly charged for membership for the duration of this agreement.
29

30 C. NON-MEMBERS

31
32 All Employees in the bargaining unit who are not members of the Union will, as a
33 condition of employment, pay to the Union an amount equal to that paid by other
34 Employees in the bargaining unit who are members of the Union, such payment shall be
35 limited to an amount equal to the Union's regular and established monthly dues. Any
36 Employee who fails to comply with the above provision shall be subject to termination
37 of employment should default exceed sixty (60) days.
38

39 D. APPLICATION FOR MEMBERSHIP

40
41 The Employer agrees to provide to each Employee on his/her hiring date an application
42 for membership in the Union, dated with the date of hire, and to give the same to the
43 financial secretary of the local Union, upon completion of the application by the

1 Employee.

2
3 E. INDEMNIFICATION

4
5 The Union agrees to indemnify the Employer against any and all legal claims, demands,
6 suits or other forms of liability that arise out of action taken by the Employer for the
7 purpose of complying with the foregoing agency shop provision.

8
9 ARTICLE 3—CHECK OFF OF UNION DUES AND REPRESENTATION FEES

10
11 A. DUES CHECK OFF

12
13 The check off for initiation fees, periodic dues and assessments of the Union shall be
14 effective for those Employees who execute individual authorizations to such effect on
15 forms to be provided by the Union. Initiation fees of the Union, dues and assessments
16 as designated to the Employer by the international secretary/treasurer of the Union
17 shall be deducted by the Employer (all fees to be spelled out by the Union as the exact
18 amount to be deducted in every case) at the times mutually agreed upon and remitted
19 promptly to the international secretary/treasurer of the United Steelworkers,
20 AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222.

21
22 B. TRANSMITTAL OF DEDUCTIONS

23
24 The Employer further agrees to forward a list of all bargaining unit Employees showing
25 new hires and terminations simultaneously with the transmittal of the aforementioned
26 deductions. The Employer will continue to deduct dues and initiation fees at the rate
27 in effect on May 1, 2012, until officially notified of a change as provided below. The sole
28 authorized representative of the Union, for the purpose of certifying the amount of any
29 change in monthly dues or initiation fees to be deducted by the Employer, shall be the
30 international secretary/treasurer of the Union. Notice shall be sent to the local Union
31 financial secretary.

32
33 C. INITIATION FEES

34
35 Initiation fees will be taken by the Employer after thirty (30) days of employment and be
36 forwarded to the international secretary/treasurer of the United Steelworkers,
37 AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222, along with the regular monthly
38 dues remittance.

39
40 D. ELIGIBILITY

41
42 Any Employee that either works or is paid for forty (40) hours during the calendar
43 month must pay Union dues or fees as described above.

1 ARTICLE 4—UNION REPRESENTATION

2
3 A. UNION REPRESENTATIVES

4
5 The local Union shall advise the Employer in writing of the names of all committee
6 members and local Union officers within ten (10) days of their election or appointment.
7 The local Union shall have the right to call in a representative of the international Union
8 at any time, provided it does not interfere with the Employee's work.
9

10 B. GRIEVANCE COMMITTEE

11
12 The local Union shall elect or select one (1) person to represent the Employees of the
13 bargaining unit.
14

15 C. BARGAINING COMMITTEE

16
17 The local Union bargaining committee shall be comprised of the grievance chairman,
18 one designated member of the bargaining unit, and the international representative.
19

20 D. PROCESSING GRIEVANCES

21
22 The grievance chairman or an alternate may process or investigate a grievance and/or
23 complaint at his/her discretion after notifying the Employer.
24

25 The grievance chairman or an alternate may process or investigate a written
26 grievance or complaint with the Employer's representative.
27

28 E. BULLETIN BOARDS

29
30 The Employer agrees it will furnish a bulletin board in the break room at Century Terrace
31 for posting Union notices.
32

33 ARTICLE 5—SPECIAL MEETINGS

34
35 A. SPECIAL MEETINGS

36
37 Special meetings will be scheduled by the grievance chairman and Employer, or its
38 designated representative upon the request of either party. Arrangements for special
39 meetings shall be made in advance. Meetings shall be held at a time mutually agreed
40 upon. This meeting may be attended by designated representatives of the local Union
41 and/or a representative of the international Union.
42
43

1 B. BUILDING USE

2
3 The Union may use the break room within Century Terrace for Union business.
4

5 ARTICLE 6—GRIEVANCE PROCEDURE

6
7 A. DEFINITIONS (ALL DAYS HEREIN REFER TO WORKING DAYS)

- 8
9 1. A grievance is a claim by one or more Employees that there has been an alleged
10 improper application or violation of this agreement.
11
12 2. An aggrieved Employee is the Employee(s) who is directly affected and, therefore,
13 will make the claim.
14
15 3. In this article, the term “Employee” may also mean “Union”, when the Union grieves
16 on behalf of members of the bargaining unit, who, because of extenuating
17 circumstances, are unable to represent themselves.
18

19 B. GRIEVANCE FORM

20
21 Any grievance presented in writing by an Employee should include the following:
22

- 23 1. Specific statement of facts giving rise to the alleged violation.
24
25 2. Section or subsection of this contract alleged to have been violated.
26
27 3. Date of alleged violation.
28
29 4. Relief requested.
30
31 5. Signature of the grievant.
32

33 C. PROCEDURE

34
35 Step 1

36 An Employee has five (5) days after they become aware of, or could reasonably have
37 become aware of an event upon which a grievance maybe filed to orally discuss the
38 matter with the Director or his/her designee, who will attempt to resolve the matter
39 informally. If the aggrieved Employee is not satisfied with the oral disposition of the
40 grievance by the Director or his/her designee, the Employee may request the grievance
41 chairman for further discussion of the matter. If discussion by the grievance chairman
42 does not resolve the matter, the Employee or grievance chairman may pursue the
43 matter by filing a grievance in written form with the Director or his/her designee within

1 five (5) days of such discussion. The Director or his/her designee shall return the written
2 answer within five (5) days thereafter.

3
4 Step 2

5 If the Union or aggrieved Employee is not satisfied with the disposition of the grievance
6 at step one notification within five (5) days thereafter shall be transmitted to the
7 Director of his/her designee appealing the grievance to step two. The Director or
8 his/her designee shall then meet at a mutually satisfactory time with the aggrieved and
9 appropriate Union representative(s) to discuss the matter. The Director or his/her
10 designee will respond to the Union with a written answer within five (5) days of such
11 meeting. A copy of the grievance and answer will be mailed to the international Union
12 representative immediately. Either party shall have the right to have present at such
13 meeting representatives who may have knowledge of the matter and who may be
14 helpful in reaching a resolution of the matter.

15
16 Step 3

17 Within ten (10) days of receipt of the Director's or his/her designee's response at step
18 two if the Union is not satisfied with the disposition of the grievance it may be appealed
19 to step three by the international Union representative, in writing, to the City of
20 Manistee Housing Commission. The City of Manistee Housing Commission shall meet
21 at a mutually satisfactory time with the appropriate representatives to discuss the
22 matter. The City of Manistee Housing Commission shall respond to the Union with a
23 written answer to the grievance within ten (10) days after such a meeting with a copy
24 mailed to the international representative.

25
26 Step 4

27 In the event the grievance is not satisfactorily settled in step three, the Union or the
28 City of Manistee Housing Commission may request arbitration. As hereinafter provided
29 for in this agreement, the party desiring arbitration must notify the other party in
30 writing of such desire within ten (10) calendar days of the day the written disposition
31 was given or due under the last step of the grievance procedure provided for in this
32 agreement. In the event that a party should fail to serve such written notice, the matter
33 shall be considered as settled on the basis of the disposition made in the last step of the
34 grievance procedure.

35
36 After receipt of a desire to arbitrate the parties shall attempt to agree on an arbitrator.
37 If the parties are unable to so agree within ten (10) calendar days, or within a longer
38 period if mutually agreed upon, either party may submit the matter to the federal
39 mediation and conciliation service requesting that an arbitrator be selected with
40 assistance of the Federal Mediation and Conciliation Service.

41
42 The arbitrator shall be selected from a list of seven (7) names of Michigan arbitrators
43 supplied by the Federal Mediation and Conciliation Service. The arbitrator will be

1 selected by the alternate striking method. The party requesting the arbitration will
2 notify the Federal Mediation and Conciliation Service of the selection.

3
4 The parties understand and agree that in making this agreement they have resolved for
5 its term all bargaining issues which were or could have been made the subject of
6 discussion. The arbitral forum herein established is intended to resolve disputes
7 between the parties only over the interpretation or application of the matters which are
8 specifically covered in this agreement and which are not excluded from arbitration.

9
10 The arbitrator shall have no power to add to or subtract from or modify any of the terms
11 of this agreement or any supplementary agreement, nor to rule on any matter except
12 while this agreement is in full force and effect between the parties.

13
14 The expenses of the arbitrator shall be shared equally by the parties. Each party shall
15 make arrangements for and pay the expenses of witnesses which are called by them.

16
17 There shall be no appeal from an arbitrator's decision, it shall be final and binding on
18 the Union, the Employer and on all Employees.

19
20 D. TIME LIMITS

21
22 If the time limits contained within the grievance procedure are exceeded by the Union,
23 the grievance shall be considered settled on the basis of the last answer given by the
24 Employer. If the time limits are exceeded by the Employer's representative, the
25 grievance shall be considered granted. Time limits in the grievance procedure may be
26 extended by mutual agreement.

27
28 E. DISCLOSURE

29
30 At all steps of the grievance procedure, the grievant and the Union representative shall
31 disclose to the Employer's representative a full and detailed statement of facts
32 relied upon and the remedy sought, and the provisions of the agreement relied upon.
33 In the same manner, the Employer's representatives shall disclose all facts relied upon
34 by the Employer.

35
36 F. CLAIMS FOR BACK WAGES

37
38 All claims for back wages shall be limited to the amount of wages that the Employee
39 would otherwise have earned.

1 ARTICLE 7—DISCHARGE AND DISCIPLINE

2
3 A. WORKING RULES AND REGULATIONS—OFFENSES AND PENALTIES

4
5 Application

6 The following rules and regulations shall apply to all Housing Commission Employees
7 covered by this agreement.

8
9 Enforcement

10 It shall be the duty of all supervisory personnel to properly enforce compliance with
11 adopted rules and regulations. Failure to prefer charges for violations thereof shall
12 constitute negligence of duty.

13
14 Penalties

15 To assure equality of treatment, justice and impartiality, a schedule of penalties shall
16 be provided for violation of the rules and regulations.

17
18 Personal Injuries

19 All personal work related injuries shall be reported to the Crew Leader and the
20 Executive Director at the time of injury and a written report made the same working
21 day. Failure to comply with this section constitutes a second grade offense.

22
23 Property Damage

24 An Employee shall report all property damage accidents to the Crew Leader and the
25 Executive Director within the same working day. Where traffic accidents involve
26 Commission equipment, the Employee in charge of the equipment shall be responsible
27 for calling the Police Department immediately. Violation of this section shall constitute
28 second grade offense.

29
30 Intoxicants

- 31 1. Reporting to work in an intoxicated condition shall constitute a third grade
32 offense.
- 33 2. Drinking on duty: No Employee shall consume any intoxicants while on duty.
34 Violation of this section shall constitute a fourth grade offense.
- 35 3. No Employee shall operate any motorized vehicle or any other Commission
36 property whether on public streets or otherwise while under the influence of
37 intoxicants. Employees are warned that “under the influence” may be less than
38 “intoxicated” and that the City of Manistee Housing Commission maintains a
39 zero tolerance rule. Violation of this section shall constitute a fifth grade
40 offense.

41 Drugs

42 Same as “intoxicants”

1 Equipment

2 The operator of any Commission equipment shall be responsible for making all
3 necessary inspections and reporting any defects. The operator shall also operate said
4 equipment in a reasonable and prudent manner. Careless operation shall constitute a
5 second grade offense.
6

7 Safety Equipment

8 Where safety equipment is provided for a job, the employee shall wear and use such
9 safety equipment. It shall be the responsibility of those in charge of such employees to
10 see that they are properly instructed in the use of such equipment and to see that such
11 equipment is used and worn while on the job. Violation of this section shall constitute a
12 second grade offense.
13

14 Hours of Employment, Time Cards and Clock

15 Normal hours of employment shall be between 8:00 A.M. and 5:00 P.M. with one 15
16 minute break between 8:00 A.M. and Noon and one 15 minute break between 1:00
17 P.M. and 5:00 P.M. Breaks, other than lunch break between Noon and 1:00 P.M. are to
18 be "breaks in place", that is the Employee shall not leave the current work site and go to
19 a break location.
20

21 Falsifying or tampering with time cards, time clock, or punching another Employee's
22 time card is prohibited. Violation of this section shall constitute a fourth grade offense.
23

24 Insubordination

25 Insubordination of an Employee shall be considered a serious offense. It shall consist of
26 willful refusal of an Employee to obey a lawful order of any superior and shall constitute
27 a fifth grade offense. Any other deliberate attack on a superior, or any disobedient,
28 rebellious, insulting, vicious, incorrigible, harassing conduct designed to undermine or
29 defeat the control of supervisory personnel shall constitute a fifth grade offense.
30

31 Abandoning the Job

32 Where an Employee abandons his/her job and leaves without notice to his/her
33 immediate supervisor, such action shall constitute a third grade offense.
34

35 Grounds for Mandatory Dismissal

- 36 • Theft of Commission property
 - 37 • Falsifying of application for employment
- 38
39
40
41
42
43

1 Schedule of Penalties

2 Offenses shall be classified as first, second, third, fourth or fifth grade, in accordance
3 with the seriousness and gravity of the matters involved. Where no designation is
4 made, the offense shall be treated as a first grade offense.

5
6 The penalties for the various grades of offense shall be imposed as follows:

7
8 First Grade

- 9 1st offense—written warning
10 2nd offense—1 day suspension
11 3rd offense—5 day suspension
12 4th offense—10 day suspension
13 5th offense—dismissal

14
15 Second Grade

- 16 1st offense—written warning
17 2nd offense 1 day suspension
18 3rd offense—10 day suspension
19 4th offense—dismissal

20
21 Third Grade

- 22 1st offense—written warning
23 2nd offense—10 day suspension
24 3rd offense—dismissal

25
26 Fourth Grade

- 27 1st offense—10 day suspension
28 2nd offense—dismissal

29
30 Fifth Grade

- 31 1 offense—dismissal

32
33 Cumulative: Three (3) offenses of any grade received within a twelve (12) month period
34 equal an automatic fifth grade offense (dismissal).

35
36 B. EMPLOYEE EVALUATION

37
38 All full-time and part-time Employees covered by this agreement shall receive an
39 annual performance evaluation. The performance evaluation shall be conducted by the
40 CMHC Executive Director (or Board designee) and shall be based on the quality and
41 quantity of work performed and the ability of the Employee to perform all tasks
42 required of an Employee covered by this agreement.

1 An Employee that receives an overall performance score of "2-needs improvement"
2 shall be placed on a six (6) month evaluation probation. At the end of the six (6)
3 months evaluation probation the Executive Director (or Board designee) will perform
4 an interim evaluation. An overall score less than "3-meets job requirements" shall be
5 grounds for termination.
6

7 An Employee that receives an overall performance score of "1-unsatisfactory" shall be
8 placed on a three (3) month evaluation probation. At the end of the three (3) month
9 evaluation probation the Executive Director (or Board Designee) will perform an interim
10 evaluation. An overall score less than "3-meets job requirements" shall be grounds
11 for termination.
12

13 C. WRITTEN DOCUMENTS AND MEETING
14

15 1. The Employer agrees that its administrator will provide the Grievance chairman a
16 copy of any written comment implementing the discipline and/or discharge of
17 any Employee within the bargaining unit.
18

19 2. The Employer agrees to provide a facility in which an Employee disciplined and/or
20 discharged may meet with a Union representative before they are required to leave
21 the premises. The Employee shall have the right to Union representation during
22 the disciplinary process.
23

24 D. APPEAL
25

26 Should the Employee consider the discharge or suspension to be improper, a grievance
27 may be submitted by the Employee in writing at step 3 of Article 6-C within five (5)
28 days following the action.
29

30 E. USE OF PAST RECORD
31

32 To be fair and consistent, discipline should follow a progressive pattern. Therefore, all
33 violations pertaining to attendance within the past twelve (12) months will be taken into
34 consideration when taking disciplinary action against an Employee.
35

36 ARTICLE 8—PROBATIONARY PERIOD
37

38 The probationary period for each new Employee shall be ninety (90) days of
39 employment for that Employee. Any Employee working within the probationary period
40 may be disciplined and/or discharged by the Employer for any reason at any time.
41

42 During the probationary period an Employee shall not be eligible for Employee
43 benefits. After an Employee has successfully completed his/her probationary period of

1 employment, he/she shall become a regular full-time or regular part-time Employee and
2 seniority shall start as herein provided.

3
4 ARTICLE 9—SENIORITY

5
6 A. DEFINITION

7 The word “seniority” means service in the employ of the Employer from the date the
8 Employee reports to work in any position represented by the Union.

9
10 B. PROBATIONARY EMPLOYEES

- 11
12 1. There shall be no seniority among probationary Employees.
13
14 2. When a Employee finishes the probationary period, the Employee will be granted full
15 seniority as defined in Section A.

16
17 C. SENIORITY LISTS

- 18
19 1. The seniority list for the bargaining unit will show the name, starting date, and job
20 title.
21
22 2. The Employer will provide a copy of the seniority list to every member of the
23 bargaining unit on January 15th of each year.

24
25 D. SIMILAR SENIORITY DATES

26
27 If two or more Employees have the same seniority date, a mutually agreeable method
28 (coin toss, draw straws, etc.) will be done with a representative from both the Union
29 and the Employer present.

30
31 E. LOSS OF SENIORITY

32 Seniority shall be lost for any of the following reasons:

- 33
34 1. If the Employee quits.
35
36 2. If the Employee retires.
37
38 3. If the Employee is discharged for just cause and not reinstated.
39
40 4. If the Employee is absent for three (3) consecutive days without submitting a
41 reasonable excuse acceptable to the Employer. Allowances will be made for
42 emergency situations.
43

1
2 5. If the Employee does not return to work from leave of absence within three (3)
3 working days after the leave expires, without submitting a reasonable excuse
4 acceptable to the Employer. Allowances will be made for emergency
5 situations.

6
7 6. If the Employee is laid off for more than eighteen (18) months.

8
9 7. If the Employee does not return to work within five (5) working days after the date
10 of recall from layoff, without submitting a reasonable excuse acceptable to the
11 Employer. Allowances will be made for emergency situations.

12
13 F. UNION REPRESENTATIVE PRIVILEGE

14
15 The duly elected unit President shall not be laid off so long as there is a job for which
16 he/she is qualified within the bargaining unit.

17
18 ARTICLE 10—LAYOFF AND RECALL

19
20 A. DEFINITION

21
22 The definition of the word “layoff” means a reduction in the number of bargaining unit
23 Employees employed by the Employer for any reason with recall rights.

24
25 B. LAYOFF PROCEDURE

26
27 In the event a reduction in work force requires a layoff of Employees, the following
28 procedure will be used:

- 29
30 1. Probationary Employees shall be the first laid off.
31
32 2. Non-probationary Employees shall be laid off according to seniority, i.e., the least
33 senior Employee shall be laid off first.
34
35 3. Employees to be laid off will receive at least seven (7) calendar days notice.

36
37 C. RECALL PROCEDURE

38
39 In the event a job opening occurs while Employees are laid off, the following
40 procedure will be used:

- 41
42 1. The Employer shall not be required to recall any probationary Employee who is laid
43 off.

1
2 2. All Employees shall be required to return to their jobs when seniority permits.

3
4 3. The Employer agrees not to hire new Employees while seniority Employees
5 are laid off.

6
7 D. NOTICE

8
9 Notice of recall shall be sent to the Employee at the last known address by registered
10 certified mail, if not reached by telephone.

11
12 ARTICLE 11—FILLING PERMANENT JOB VACANCIES

13
14 A. POSTING

15
16 The Employer shall notify the Employees of newly created or vacant positions to be
17 filled within the classifications by posting and/or canvassing by seniority. Any Employee
18 may indicate his/her interest immediately thereafter to the Director by written or verbal
19 notice. The person awarded the vacancy shall be paid at the rate of that job.

20
21 B. ASSIGNMENT

22
23 Employees will be awarded the position by seniority, with a thirty (30) day break-in
24 period. He/she will be assigned at the next most convenient starting point, not to
25 exceed five (5) working days following their assignment. The grievance chairman will
26 receive from the Director the name of the applicant awarded the position.

27
28 1. All Employees will be required to perform their normal work within their
29 classifications.

30
31 2. Before any existing job description is altered by the Employer, it will first be
32 discussed with and agreed to by the Union.

33
34 C. PROMOTION TO CREW LEADER

35 Promotion for the position of Crew Leader shall be given on the basis of qualities of
36 merit, abilities and capacity to perform the duties of the job description first and
37 seniority second. Management reserves the right to determine an individual's
38 qualifications for the position. Upon meeting these requirements an Employee
39 shall be allowed forty (40) days to demonstrate that he/she has the abilities and
40 capacities to effectively perform the duties of Crew Leader.

1 ARTICLE 12—FILLING TEMPORARY VACANCIES

2
3 A. POSTING

4
5 Temporary vacancies may be posted or the Employees may be canvassed by seniority if
6 the vacancy is expected to extend beyond five (5) working days. The posting will
7 indicate the classification, shift and wage scale. The person awarded the vacancy shall
8 be paid at the rate of that job.

9
10 B. RETURNING

11
12 When the temporary vacancy is closed, the Employee affected will return to his/her
13 former job classification.

14
15 ARTICLE 13—LEAVES WITHOUT PAY

16
17 A. LEAVES

18
19 Leaves of absence for reasonable periods not to exceed one (1) year may be granted by
20 the Director or his/her designee without loss of seniority.

- 21
22 1. Serving in any public position or elected Union position.
23 2. Maternity leave will be granted.
24 3. Prolonged illness in the immediate family
25 4. Personal leave may be granted.

26
27 B. UNION BUSINESS

28
29 The Employer shall grant any local officer in its employ a leave of absence not to exceed
30 one (1) year. Such leave shall not constitute a break in his/her seniority record. Such
31 leave shall be subject to annual renewal at the sole discretion of the Employer. Any
32 Employee of the City of Manistee Housing Commission who received employment with
33 the international Union (United Steelworkers, AFL-CIO-CLC) will be granted a leave of
34 absence when requested by the international Union, for the period that they are
35 employed by the international Union and shall not constitute a break in their record of
36 continuous service.

37
38 The Employer will pay no benefits during the leave of absence. There will be no accrual
39 of vacation or sick time or any form of reimbursement of any form of benefits during
40 this unpaid leave of absence.

1 C. APPLICATION FOR LEAVE OF ABSENCE

2
3 An application requesting a leave of absence must be submitted to the Director not later
4 than one (1) week prior to the time the leave is to commence, provided, however, in
5 personal cases exceptions may be made. The request for the leave of absence must be
6 in writing setting forth the reasons for the leave of absence and the anticipated length
7 of time, and, if requested, verification shall be submitted. Any extensions of leaves of
8 absence shall be handled the same as the request for regular leave.
9

10 D. RETURNING FROM LEAVE

11
12 Employees returning from leave of absence must submit notification of return to work
13 in writing at least five (5) working days prior to the date of the return. Employees
14 returning from medical leave may be required to provide certification of their ability
15 to return to work.
16

17 ARTICLE 14—LEAVE FOR UNION BUSINESS

18
19 Members of the Union selected to attend a function of the Union, such as conventions
20 or conferences, shall be allowed time off without pay to attend such conferences or
21 conventions.
22

23 ARTICLE 15—LEAVE WITH PAY

24
25 A. SICK LEAVE

- 26
27 1. Each Employee shall be granted one (1) day for each month of employment for sick
28 leave, not to exceed twelve (12) days per year. Employees may accumulate up to
29 ninety (90) days of sick leave days.
30
31 2. Pay for sick leave shall commence with the date the Employee is unable to report
32 for work and shall continue for the duration of the illness/disability or until the
33 Employee has used five (5) of his/her accumulated sick days.
34
35 3. In the event a full-time Employee has used five (5) of his/her accumulated sick
36 leave and his/her illness/disability continues he/she shall make application for
37 short-term disability coverage as provided by the Employer. If application is
38 approved by the short-term disability provider, the Employee will receive 60%
39 of his/her gross weekly wage for a period not to exceed twenty-six (26) weeks.
40 If the Employee's illness/disability continues beyond the short-term disability
41 coverage period of twenty-six (26) weeks, the Employee shall make
42 application for long-term disability coverage as provided by the Employer. If the
43 application for long-term disability is approved by the provider, the Employee

1 will receive 60% of his/her gross weekly wage for a period not to exceed
2 fifty-two (52) weeks.

3
4 B. PERSONAL DAYS

5
6 Each Employee who has two (2) or more years of service shall be granted three (3) days
7 off per year for personal business not to be deducted from sick leave; Employees with
8 less than two (2) years of service shall be granted one (1) day off per year for personal
9 business not to be deducted from sick leave.

10
11 C. COURT APPEARANCE

12
13 Other leaves with pay, not deductible from sick leave, are absences for court
14 appearances as a witness, when subpoenaed, except as the result of another job, paid
15 leaves of absence will be granted for jury duty. Any compensation received by the
16 Employee in the form of witness fees or jury pay will be given to the Employer to offset
17 wages paid.

18
19 D. FUNERAL LEAVE

20
21 An Employee shall be allowed time off, with pay, not deducted from sick leave, for
22 funeral leave for a death in the immediate family. Funeral leave is intended to
23 provide the Employee time to make the necessary funeral arrangements and to
24 participate in the funeral service. The Employee shall be granted three (3) days off for
25 funerals within the State of Michigan; five (5) days off for those outside the State of
26 Michigan if attending the funeral, otherwise the Employee will be granted three (3)
27 days. The Employee must take the funeral leave within thirty (30) days of the death of
28 an immediate family member. Immediate family shall be defined as follows:
29 mother, father, brother, sister, wife, husband, children, mother-in-law, father-in-law,
30 grandchildren, grandparents and other members of the Employee's family
31 currently residing in the Employee's household.

32
33 E. ACCUMULATED BENEFITS

34
35 Employees who separate from the Employer by retirement, death, disability or
36 voluntary termination of employment while in good standing, shall be paid 50% of
37 his/her accumulated sick leave at his/her current rate of pay, provided they provide the
38 Executive Director a thirty (30) day notice of separation. In the case of death, the thirty
39 (30) day notice shall be waived and the Employee's spouse or children under the age of
40 majority shall receive the 50% payout of unused sick time. Employees terminated for
41 cause or who voluntarily separate without proper notice shall not receive the 50%
42 payout of accumulated sick time.

ARTICLE 16—HOURS OF WORK

A. HOURS

The regular work week for full-time Employees shall consist of eight (8) hours per day, Monday through Friday. The regular work day for full-time Employees shall be from 8:00 A.M. to 5:00 P.M.. Two break periods shall be provided:

- One fifteen (15) minute break at approximately 10:00 A.M.
- One fifteen (15) minute break at approximately 3:00 P.M.

Breaks, other than lunch break between Noon and 1:00 P.M. are to be “breaks in place”, that is the Employee shall stay in the general vicinity of the current work project (e.g. when working on a scattered site home, the Employee shall not leave the general work area and return to the break room at Century Terrace)

Breaks are not cumulative and cannot be used to extend lunch or leave early.

The regular work week for part-time Employees shall consist of less than eight (8) hours, Monday through Friday. The regular work day for part-time Employees shall occur between 8:00 A.M. to 5:00 P.M. and shall be set by the Executive Director.

The regular work week and work day for temporary Employees shall be set by the Executive Director at the time of hire.

Paid holiday, paid vacations, paid jury and/or personal days shall be considered as time worked for overtime computation for full-time Employees only. Management reserves the right to change hours if agreed to by the Union. The pay week shall be considered Saturday thru Friday for payroll and overtime purposes.

B. MINIMUM REPORTING ALLOWANCE

Each Employee reporting for work shall be guaranteed two (2) hours of pay except for weekend “on call” pay as specified in subsection C of this Article.

C. WEEKEND ON-CALL

The Employer will establish a rotating weekend/holiday on call schedule. The on call Employee shall be provided a cell phone by the Employer so the on call Employee may be reached and available to report on site in the event services are required at a Housing Commission site. The on call Employee is required to be able to report during their on call weekend/holiday within approximately 30 minutes. Employees are responsible for their assigned weekend and may exchange assigned weekends with other bargaining unit members. If the on call Employee believes they are not qualified to handle the situation they, with consultation of the Executive Director, may

1 call in another Employee.

2
3 Weekend on call Employees will receive two (2) hours pay, at straight time rates for
4 each day of weekend on call. If the Employee is required during the weekend to report
5 to a Housing Commission site for work, the Employee shall receive a minimum two (2)
6 hours overtime pay instead of the two (2) hour straight time call in pay or time and
7 one-half for all hours worked, whichever is greater.
8 Such actual hours worked will count for purposes of overtime pay.

9
10 D. WINTER SNOW REMOVAL
11

12 Winter snow removal will be paid with comp hours or through a reduction in work hours
13 for the week, so that the 40 hours time and ½ provision of the law is not enacted.

14 The Employee that is expected to do the snow removal is the Employee who is on call
15 for the weekend.

16 All additional calls (outside of snow removal) will be compensated through procedure
17 outlined in letter C of this Article.

18 Anything over 8 hours worked in any 24 our period will be paid at time and one-half as
19 outlined in Article 17 letter A of this agreement.

20 ARTICLE 17—OVERTIME
21

22 A. RATE OF PAY
23

24 Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any
25 one day and in excess of forty (40) hours in any one week. However, the parties
26 agree that such overtime shall not be pyramided. Time and one-half shall be paid for
27 all hours worked on holidays defined in this agreement, in addition to holiday pay.
28

29 B. MINIMUM CALL-IN
30

31 An Employee reporting for work not in conjunction with his/her regular work shift shall
32 be guaranteed not less than two (2) hours work or two (2) hours pay at the rate of time
33 and one-half.
34
35
36
37
38
39

ARTICLE 18—HOLIDAYS

A. HOLIDAYS ELGIBILITY

To be eligible for holiday pay, an Employee must have worked the last scheduled day prior to the holiday and the first scheduled day after the holiday, unless reasonable cause is provided. The Director may require verification of such reasonable cause.

B Employees eligible for holiday paid time-off must either be employed full-time or part-time. Temporary Employees are not eligible for holiday paid time off.

Full-time Employees shall receive holiday pay in an amount equal to eight (8) hours straight time.

Part-time Employees shall receive holiday pay in an amount equal to the time the Employee was scheduled to work straight time.

B. ELIGIBILITY FOR HOLIDAY PAY

Eligible Employees shall be paid at their regular rate for the following holidays:

1. New Year’s Eve	2. New Year’s Day
3. Employee’s Birthday	4. Martin Luther King Jr. Day
5. Good Friday	6. Memorial Day
7. Fourth of July	8. Labor Day
9. Thanksgiving Day	10. Day after Thanksgiving
11. Opening day of regular Michigan deer hunting Season	12. Christmas Eve
13. Christmas Day	

If the holiday falls on Saturday, it shall be celebrated on the preceding Friday. If the holiday falls on a Sunday, it shall be celebrated on the succeeding Monday.

ARTICLE 19—VACATION

A. ELGIBILITY—LENGTH OF SERVICE—VACATION PAY

Paid vacation schedule May 1, 2012 to January 1, 2013

1 Eligibility:

2
3 After one full year of service (based on the anniversary of the Employee's hire date and
4 membership into the Union, the Employee shall be eligible for paid vacation as follows:
5
6

Years of Service	Number of days received
After one (1) full year but less than 5 (5)	10 days
After five (5) full years , but less than ten (10)	15 days
After ten (10) full years, but less than fifteen (15)	20 days
After fifteen (15) full years, but less than twenty-five (25)	25 days
After twenty-five (25) years	30 days

7
8 Paid vacation schedule effective January 1, 2013
9

10 Eligibility:

11
12 After one full year of service (based on the anniversary of the Employee's hire date and
13 membership into the Union, the Employee shall be eligible for paid vacation as follows:
14

Years of Service	Number of days received
After one (1) full year but less than five (5)	10 days
After five (5) full years , but less than ten (10)	15 days
After ten (10) full years	20 days

15
16 Employees who have reached years of service milestones will retain that level of earned
17 vacation and for each year thereafter.

18
19 Temporary Employees are not eligible for paid vacation.
20

21 Request of use of vacation time:

22
23 All vacation requests are subject to management approval and/or denial. Employees must
24 submit all vacation requests, in writing, using the Employer supplied form, four (4) business
25 days in advance.
26

- 27 • Requests based on seniority shall
 - 28 ○ Be submitted for review , using Employer provided form, between January 1 and
29 March 15

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- Employer will post approved vacation requests
- An Employee who has higher seniority shall have the right to “bump” all previously approved vacation requests between January 1 and March 15. The Employer is not obligated to honor the request of the Employees with less seniority who’s previously approved vacation request has been “bumped”.
- Requests honored on a first-come-first-served basis
 - All requests submitted on or after March 16 and prior to December 31
 - Employer will post approved vacation requests
 - Employees with higher seniority does not have the right to “bump” Employer approved vacation requests between March 16 and December 31

Use of vacation time:

- Employees must use all available vacation time within the year earned. There shall be no carryover of unused vacation leave. In the case of an Employee who is unable to take his/her earned vacation in the year earned due to the Employer’s inability to schedule the time off, the Housing Commission will pay the Employee for the unused vacation time earned the first pay period of the following year. Vacation leaves must be taken in one day (8 hour) increments.
- All Employees must take at least one five (5) day period of contiguous vacation time each year. Contiguous vacation time is defined as five (5) days following each other lineally. For example, five (5) contiguous days may be:
 - Monday through Friday
 - Tuesday, Wednesday, Thursday, Friday (Saturday Sunday) and Monday with the Employee returning to work on Tuesday.
 - A holiday, sick time and/or personal time may not count as one of the five (5) contiguous days.

Computation of vacation pay:

- The hours of vacation shall be forty (40) hours or the number of hours in the scheduled work week.
- Vacations shall be non-cumulative. Vacations must be taken in the year in which it is earned. There shall be no carryover of unused vacation leave. In the case of an Employee who is unable to take his/her earned vacation in the year earned due to the Employer’s inability to schedule the time off, the Housing Commission will pay the Employee for the unused vacation time earned the first pay period of the following year.

1 ARTICLE 20—INSURANCE BENEFITS

2
3 Effective June 1, 2012

4
5 A. HEALTH AND INSURANCE BENEFITS

6
7 The Employer shall provide health (medical and prescription), dental, optical, life and
8 short-term and long-term disability insurance using the following eligibility
9 guidelines. Employees are responsible for all health insurance co-pays and
10 deductibles. Employer and Employee contributions to health insurance shall be
11 in conformance with State of Michigan Act 152, September 24, 2011.

12
13 Full-time Employees (as defined in Article 1 B)

- 14 • Health insurance
- 15 • Dental insurance
- 16 • Optical insurance
- 17 • Life insurance
- 18 • Short-term disability insurance
- 19 • Long-term disability insurance

20 Full-time Employee Spouse:

- 21 • Employer will provide health, dental and optical insurance to full-time Employee
22 spouses who have no insurance benefits through his/her Employer, Medicare or
23 Medicaid. Spouse is defined as a member of the opposite sex in a marriage
24 legally recognized by the State of Michigan.
- 25 • Full-time Employees, who wish to place their employed spouse on the CMHC
26 plan, must provide CMHC with proof that the spouse does not have insurance
27 available through his/her Employer. A statement from the spouses' Employer,
28 on the Employer's stationary and signed by the individual responsible for human
29 resources will be considered proof.
- 30 • Full-time Employees, who wish to place their unemployed spouse on the CMHC
31 plan, must provide CMHC with a notarized statement that the spouse is not
32 eligible for Medicare or Medicaid coverage. Spouses eligible for Medicare or
33 Medicaid coverage will not be placed on the CMHC plan.

34 Full-time Employee Children/Dependents:

- 35 • Employer will provide health, dental and optical insurance to full-time Employee
36 children/dependents that are not eligible for insurance coverage through the
37 other parent's insurance, Medicare or Medicaid. Employer will pay 50% of the
38 premium and the Employee will pay 50% of the premium.
- 39 • Full-time Employees, who wish to place their children/dependents on the CMHC
40 plan, must provide CMHC proof that the children/dependents are not eligible for
41 coverage under the Employee's spouse's insurance, Medicare or Medicaid.

1 Proof that the children/dependents is the same as proof required for placing a
2 spouse on the CMHC plan.

3 Full-time Employees electing not to participate in the CMHC insurance plan will
4 receive a \$100.00 per month incentive.

5
6 Part-time Employees:

- 7 • No health or other insurance benefits provided

8
9 Temporary Employees:

- 10 • No health or other insurance benefits provided

11
12 Full-time Employees who retire before the age of 65 shall not be eligible for
13 participation in insurance provided to active full-time Employees of CMHC.

14
15 At age 65, or otherwise eligible for Medicare health care coverage, the retired
16 Employee must enroll in such coverage. The Employer will provide Medicare
17 supplemental coverage for all retired full-time Employees and their spouses. The
18 Employer will contribute \$100.00 per month toward the premium of the Medicare
19 supplemental coverage during the lifetime of the retired full-time Employee. If the
20 retiree fails to pay their share of the premium, the Employer may drop the retiree
21 from coverage upon ten (10) days written notice.

22
23 No insurance benefits provided to retired part-time and temporary Employees.

24
25 **B. WORKMEN'S COMPENSATION**

26
27 All Employees covered by this agreement are covered by workmen's compensation as
28 required by State and Federal law, which provides certain benefits for those with a
29 work-related illness and/or injury. The Employee(s) shall promptly refer any medical
30 bills in connection with a work-related illness and/or injury to the City of Manistee
31 Housing Commission for disposition of payment. In emergency situations the
32 Employee's supervisor shall make arrangements to transport the injured or ill
33 Employee(s) to the nearest doctor providing emergency medical treatment. The
34 doctor must be notified, if possible, by the Employee that his/her injury or illness
35 may be work-related so that all bills for treatment can be referred directly to the
36 City of Manistee Housing Commission for disposition of payment. Until the affected
37 Employee is released to return to work, the Employer shall provide hospitalization
38 insurance coverage for all dependents of the ill and/or injured Employee.

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ARTICLE 21—PENSIONS

The Employees of the City of Manistee Housing Commission will be covered by the Michigan Employees Retirement System (“MERS”), subject to the eligibility and vesting provisions thereof. Eligible Employees will have a 1.5 multiplier under the plan.

Effective May 1, 2012, the Employer will cease matching contributions to the 403 (b), any active or retired Employee eligible for the July 1, 2012 match will be paid their match no later than July 31, 2012

ARTICLE 22—HEALTH AND SAFETY

The Employer and the Union will cooperate in the continuing objectives to eliminate accidents and health hazards for the safety and health of its Employees during their hours of employment.

ARTICLE 23—WAGES

A. WAGE SCALE

The wages shown in Appendix A will be part of this agreement.

B. PAYDAY

Paychecks will be distributed by direct deposit every other Wednesday. The Employee will receive a “traditional” paystub indicating the direct deposit action. If the Employee elects not to receive his/her paycheck by direct deposit, a signed paycheck will be available at 5:00 PM on the stated every other Wednesday pay period. If the pay day falls on a holiday, the Employee who has elected to receive a paycheck will receive their paycheck at 8:00 AM the next work day following the holiday.

ARTICLE 24—STRIKES AND LOCKOUTS

A. NO STRIKES

The Union nor any person acting in its behalf, nor any individual Employee will cause, authorize, support or take part in any strike (stoppage of work) for the life of this agreement.

1 B. LOCKOUTS

2
3 The Employer agrees that during the life of this agreement there shall be no lockouts of
4 Employees.

5
6 ARTICLE 25—GENERAL CONDITIONS

7
8 A. CONTRACTS

9
10 The Employer, at its expense, will provide to each of its Employees a contract,
11 insurance and pension agreement within four (4) weeks after the contract has been
12 signed between the parties.

13
14 B. SUB-CONTRACTING

15
16 The Employer agrees that no work will be sub-contracted out that would cause
17 Employees to be laid off and/or work less than 40 hours. Subcontractors may be used
18 when the work to be performed requires a state license or certification to perform
19 such work, or the work to be performed is outside the normal and customary types
20 or volumes of the job classifications. Subcontracting for such non-customary
21 types or volumes of work may not be used to reduce collective bargaining jobs below
22 four (4). However, at any time that the average unit turnaround time for maintenance
23 work is 10 days or greater, the Employer has the right to hire subcontractors to perform
24 unit turnaround work until the average turnaround time is less than 10 days.

25
26 C. BENEFIT NOTIFICATION

27
28 Not later than January 15 of each year, the Employer will provide for each Employee a
29 list containing the amount of vacation to which he/she is entitled, amount of
30 accumulated sick days, and his/her length of seniority. A copy of such list will be
31 forwarded to the International Union.

32
33 D. UNIFORMS

34
35 The Employer will not provide uniforms or shoes. The Employer will provide Employees
36 with identification tags to be worn visibly by the Employee while working.

37
38 Employees are required to wear steel toe shoes during working hours. Employees in
39 possession of previously issued uniforms may continue to wear uniform items in good
40 condition. Employee dress code is as follows:

- 41 • Clean, good condition pants
- 42 • Clean, good condition collared shirt/blouse
 - 43 ○ Shirt/blouse without wording, media, printing logos, statements, etc.,

1 unless approved by management.

- 2 • Clean, good condition jackets/coats/etc

3 The Employer retains the right to determine if an individual Employee's clothing
4 meets the dress code requirements.

5

6 E. UNRESTRICTED DRIVER LICENSE

7

8 As a condition of employment, Employees covered by this contract are required to hold
9 and maintain a valid, unrestricted State of Michigan Driver's license and must be
10 considered insurable by the Employer's vehicle insurance company. All Employees are
11 required to sign a waiver providing the Employer authorization to review his/her driving
12 record periodically.

13

14 ARTICLE 26—MANAGEMENT RIGHTS

15

16 Except as otherwise provided in this agreement, the management of the
17 City of Manistee Housing Commission and the direction of the working force,
18 including the right to hire, transfer, promote, suspend or discharge for proper cause,
19 to relieve Employees from duty because of lack of work, and to maintain discipline
20 and efficiency of Employees, is vested exclusively in the Employer, provided that
21 this will not be used for the purpose of discrimination against any member of the Union,
22 nor will it be used contrary to any other provision of this agreement. Any Employee
23 who feels he/she has been aggrieved because of any Employer actions in this respect
24 shall have recourse to the grievance procedure and arbitration procedure set for in
25 this agreement.

26

27 ARTICLE 27—TERMINATION AND NOTICE

28

29 This agreement shall be effective as of May 1, 2012, and shall remain in effect through
30 May 1, 2015. It will automatically renew itself for one year unless either party notifies
31 the other party, in writing, not less than sixty (60) days prior to the expiration date.
32 Notice shall be sent by certified mail to the respective address and negotiations shall
33 begin within forty-five (45) days after receipt of notification. In the event an
34 inadvertent failure by either party to give such notice, such party may give a 60 day
35 notice to the other party at any time after the expiration of the agreement. If the
36 notice is given in accordance with the provisions of this section, the expiration date
37 of this agreement shall be the sixty-first (61st) day following such notice.

38

39 The Employer and the Union agree to open this agreement for the sole purpose of
40 discussing wages and health insurance sixty (60) days prior to:

41

- May 1, 2013

42

- May 1, 2014

43

1 In witness whereof, the parties hereto have caused this agreement to be signed by the duly
2 authorized representatives this ____ day of _____, 2012.
3

4
5 **City of Manistee**
6 **Housing Commission**

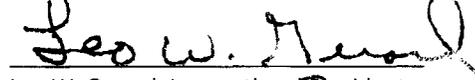
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9 Dale Priester, Commission President

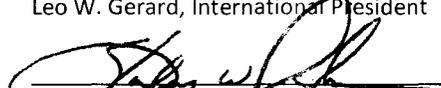
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12 Clinton McKinven-Copus, Executive Director

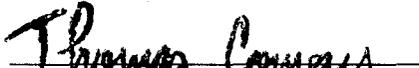
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14 **United Steelworkers**
15 **AFL-CIO CLC**

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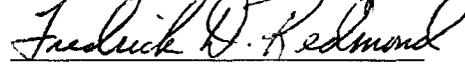
17 Leo W. Gerard, International President

18 

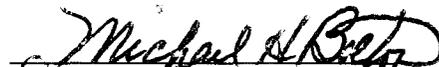
19 Stanley Johnson, International Secretary- Treasurer

20 

21 Tom Conway, Int'l Vice President- Administration

22 

23 Fred Redmond, Int'l Vice President- Human Affairs

24 

25 Michael H. Bolton, Director, District 2

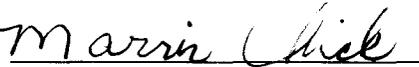
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27 Tonya DeVore, Staff Representative

28 **USW Local 14758-04**

29 

30 Michael O Hiller, President

31 

32 Marvin Chick, Unit Chair Local 14758-4
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APPENDIX A

**Wage Scale
Effective May 1, 2012**

Classification	Wage
Maintenance Crew Leader—Full-time	\$15.00
Maintenance Utility 1—Full-time	\$18.89
Maintenance Utility 2—Full-time	\$18.83
Maintenance Laborer Skilled—Full-time	\$14.00
Maintenance Laborer Unskilled—Full-time	\$13.00
Maintenance Laborer Skilled—Part-time	\$14.00
Maintenance Laborer Unskilled—Part-time	\$13.00
Maintenance Laborer Temporary	\$ 9.50

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LETTER OF UNDERSTANDING

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RE: Political Action Contribution (PAC)

The City of Manistee Housing Commission and the United Steelworkers, AFL-CIO-CLC, on behalf of Local Union 14758-04, hereby agrees as follows:

The City of Manistee Housing Commission will deduct, on a monthly basis, an amount authorized by the Employee for the purpose of political action contributions. They further agree to forward this amount to the International Secretary/Treasurer of the United Steelworkers. The Employee's authorization must be made on the United Steelworkers PAC check off authorization card, to be provided by the Union. A copy of this card is attached.



PAF Check-Off Authorization

United Steelworkers Political Action Fund
Five Gateway Center - Pittsburgh, PA 15222

Leo W. Gerard, Chairman
James English, Treasurer

To: _____
Company

Facility or Division _____

I hereby authorize and direct the company named above to deduct \$ _____
from my pay: Weekly Bi-Monthly Monthly Once Annually, and to transmit that
amount as my voluntary contribution to the United Steelworkers Political Action Fund
(USW PAF), Attention: Treasurer, Five Gateway Center, Pittsburgh, PA 15222. Such
deduction shall be made from my earnings for the first full regular payroll period next following
the submission of this authorization to the company. For the calendar year next following the
year in which the authorization is submitted to the company and for each year thereafter
while this authorization remains in effect, such monthly deductions and transmittals of my
voluntary contributions to the USW PAF shall be made from my earnings for my first, full,
regular payroll period following submission of this form.

Name _____

USW Local Union # _____ Employee or Badge # _____

Employer _____

Signature _____

Witness _____

PLEASE READ AND COMPLETE BOTH SIDES OF CARD.

This authorization, which is terminable at any time by written notice to that effect individually signed by me, and received by me, and received by the Treasurer of the USW PAF and the company, is voluntarily made on the specific understanding that:

- The signing of this authorization and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the company;
- That any money deducted pursuant to this authorization is neither part of my membership dues nor fees to the Union;
- That I may contribute to the USW PAF through other available methods a greater or lesser amount than that indicated above through payroll checkoff-;
- That I will not be favored nor disadvantaged by the Union for doing so, and;
- That I may refuse to contribute to the USW PAF without reprisal.

The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions, which are deposited in an account separate and segregated from the dues fund of the Union, in its own fund-raising efforts and in joint fund-raising efforts with the AFL-CIO and its Committee on Political Education (COPE).

Contributions or gifts to the USW Political Action Fund are not deductible as charitable contributions for federal income tax purposes.

Authorized by the United Steelworkers and the AFL-CIO on behalf of joint fund-raising efforts for the United Steelworkers Political Action Fund and the AFL-CIO Committee on Political Education.



EXHIBIT 10

U.S. Department of Housing and Urban Development

Detroit Field Office
Office of the Director
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592
Tel. (313) 226-6280 FAX (313) 226-5611

November 19, 2013

Mr. Clinton McKinven-Copus, Executive Director
Manistee Housing Commission
273 Sixth Avenue
Manistee, MI 49660

Dear Mr. McKinven-Copus:

SUBJECT: Maintenance Wage Rate Determination – Manistee Housing Commission

In accordance with and pursuant to Section 12 of the U.S. Housing Act, as amended, enclosed is your approved HUD Form 52158, Maintenance Wage Rate Determination. The HUD 52158 is effective to coincide with your fiscal year beginning January 1, 2014 and will expire December 31, 2014.

The minimum wage rates reflected on the HUD 52158, Maintenance Wage Rate Determination must be paid to all maintenance employees, as well as part-time and temporary employees. Any decision to pay rates in excess of these minimums approved by HUD is at your discretion. However, a payment above the prevailing wages is not justification for increasing operating subsidies.

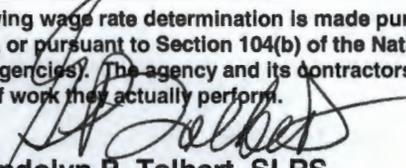
If you have questions or require additional information regarding this determination, please contact me on (313) 234-7373.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Tolbert", written over a horizontal line.

Gwendolyn P. Tolbert
Senior Labor Relations Specialist

Enclosure

Maintenance Wage Rate Decision	U.S. Department of Housing and Urban Development Office of Labor Relations	HUD FORM 52158 (06/2006)
Agency Name: Manistee Housing Commission 273 Sixth Avenue Manistee, MI 49660	LR 2000 Agency ID No:	Wage Decision Type: <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date: January 1, 2014	Expiration Date: December 31, 2014
<p>The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended, (public housing agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-determination Act of 1996, as amended, (Indian housing agencies). The agency and its contractors may pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.</p>		
 Gwendolyn P. Tolbert, SLRS HUD Labor Relations (Name, Title, Signature)		11/19/13 Date
WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Crew Leader (FT)	\$15.00	\$6.82
Maintenance Utility 1 - (FT)	\$18.89	\$7.07
Maintenance Utility 2 - (FT)	\$18.83	\$7.06
Maintenance Laborer Skilled (FT)	\$14.00	\$6.58
Maintenance Laborer Unskilled (FT)	\$13.00	\$6.48
Maintenance Laborer Skilled (PT)	\$14.00	N/A
Maintenance Laborer Unskilled (PT)	\$13.00	N/A
Maintenance Laborer Temporary	\$9.50	N/A
		<input type="checkbox"/> The agency employee benefit program has been determined by HUD to be acceptable for meeting the prevailing fringe benefit requirements. <small>(HUD Labor Relations: If applicable, check box and initial below.)</small> _____ LR Staff Initial
		FOR HUD USE ONLY LR2000: Log in: Log out:

**GRANT CONTRACT FOR DEMOLITION
BETWEEN THE
MICHIGAN LAND BANK FAST TRACK AUTHORITY
AND CITY OF MANISTEE HOUSING COMMISSION**

This Grant Contract ("Contract") is made between the Michigan Land Bank Fast Track Authority (MLB), and City of Manistee Housing Commission ("Grantee").

I. PURPOSE AND PROJECT SCOPE

PROJECT NAME: City of Manistee Housing Commission

PROJECT NUMBER: MLBBE-2013-20

AMOUNT OF GRANT: \$88,431.25

(A) The purpose of this Contract is to provide funding in the amount of Eighty Eight Thousand Four Hundred Thirty One and 25/100 Dollars (\$88,431.25) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to 2012 PA 296 and an Intergovernmental Agreement between the MLB, the Michigan Department of Human Services and the Michigan State Housing Development Authority. MLB has retained ADR Consultants, LLC to perform project management on its behalf. Legislative appropriation of funds for grant assistance is set forth in 2012 PA 296. This Contract is subject to the terms and conditions specified herein.

(B) This Contract and its appendices constitute the entire Contract between the MLB and the Grantee and may be modified only by written agreement between the MLB and the Grantee.

(C) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the MLB under this Contract. Any change in project scope requires prior written approval in accordance with Section IV, Changes, in this Contract.

(D) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Contract Start Date (date executed by MLB): September 10, 2013

Contract End Date: September 30, 2014

Upon signature by the MLB, the Contract shall be effective from the Start Date until the End Date specified above. The MLB shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified above. Unless

otherwise agreed to in writing, expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CONTACTS

GRANTEE CONTACT:

Clinton McKinven-Copus, Executive Director
City of Manistee Housing Commission
273 Sixth Ave., Manistee, MI 49660
231-723-6201, ext. 102
clintonmc@manisteehousing.com
Tax ID Number: 38-1877220

MLB CONTACT:

Jeff Huntington, Property Specialist
Michigan Land Bank
PO BOX 30766
Lansing, MI 48909
517-335-8430
huntingtonj@michigan.gov

ADR CONTACT:

Barry Ellentuck, President
ADR Consultants, LLC
6364 Ramwyck Court, Suite C
West Bloomfield, Michigan 48322
248-318-9424
barryse@adrllc.net

IV. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing to ADR and approved in writing by the MLB. The MLB reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the MLB.

V. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Requirements section and in Appendix A of this Contract. All deliverables in Appendix A, unless otherwise stated in this Contract, shall be made to ADR at the address set forth in Section III, or electronically as ADR may provide.

VI. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, State, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, State, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.



(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The MLB's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The MLB's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or a cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the MLB for the purpose of obtaining this Contract or any payment under the Contract and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VII. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the MLB funded all or a portion of its development.

The MLB retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this Contract whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the MLB can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VIII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the MLB. The MLB does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

IX. SUBCONTRACTS

The MLB reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the MLB will consider the Grantee

to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required. Contractors must be procured through a competitive procurement process.

X. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, State, and local fair employment practices and equal opportunity laws. Grantee covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

XI. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XII. LIABILITY

(A) The Grantee, not the MLB or ADR, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the MLB in the performance of this Contract is the responsibility of the MLB and not the responsibility of the Grantee if the liability is caused by any MLB employee or agent.

(C) In the event that a liability or liabilities arise as a result of activities conducted jointly by the Grantee and the MLB in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the MLB in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the MLB, its agencies, or employees as provided by statute or court decisions.

XIII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIV. ANTI-LOBBYING

Grantee shall not use any of the grant funds awarded in this Contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2): "Lobbying' means communicating directly with an official of the executive branch of State government or an official in the legislative branch of State government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Contract for the purpose of litigation against the MLB. Further, the Grantee shall require that language of the assurances in this section be included in the award documents of all subawards at all tiers.

XV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractor:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, MLB, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, State, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other State or federal laws, executive orders, regulations, and policies governing this program.

XVI. AUDIT AND ACCESS TO RECORDS

Pursuant to MCL 18.1470 the MLB reserves the right to conduct a programmatic and financial audit of the project, and the MLB may withhold payment until the audit is satisfactorily completed. The Grantee is required to maintain all pertinent records and evidence pertaining to this Contract,



including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the MLB. The financial and accounting records associated with this Contract shall be made available to MLB, its designee, and the auditor general, upon request, during the terms of this Contract and any extension of this Contract and for three years after the Contract End Date or final payment under the Contract, whichever is later. The Grantee will provide proper facilities for such access and inspection.

XVII. INSURANCE

The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the MLB under this Contract must not be financed by any source other than the MLB under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the MLB, the total amount representing such duplication of funding.

XIX. COMPENSATION

(A) The MLB will pay the Grantee a total amount not to exceed the amount specified in Section I of this Contract, and only for expenses incurred for this project. Grantee may not expend more than \$3,800.00 for administrative costs. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Unless otherwise agreed to in writing, expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The MLB will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The MLB reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract will be processed by Electronic Funds Transfer (EFT). The Grantee shall register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.mi.gov/cpexpress>).

(F) Final payment will be withheld by the MLB until the project is completed in accordance with Section XX, Closeout, and Appendix A.

XX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the MLB after the Grantee has satisfactorily completed the activities and deliverables described in Appendix A.

(B) Upon issuance of final payment from the MLB, the Grantee releases the MLB of all claims against the MLB arising under this Contract. Unless otherwise provided in this Contract or by law, final payment under this Contract shall not constitute a waiver of the MLB's claims against the Grantee.

(C) The Grantee shall immediately refund to the MLB any payments in excess of the costs allowed by this Contract.

XXI. CANCELLATION

This Contract may be canceled by the MLB, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the MLB and Grantee. The MLB reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXII. TERMINATION

(A) This Contract may be terminated by the MLB as follows:

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1 or other applicable law or rules;
- b. If the Grantee knowingly and willingly presents false information to the MLB for the purpose of obtaining this Contract or any payment under this Contract;
- c. If the MLB finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the MLB in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract;
- d. During the 30-day written notice period, the MLB shall also withhold payment for any findings under subparagraphs a through c, above; or
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Labor and Economic Growth or its successor.

(2) Immediately and without further liability to the MLB if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:



- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes;
- d. Convicted of any other criminal offense that, in the sole discretion of the MLB, reflects on the Grantee's business integrity; or
- e. Added to the federal or State Suspension and Debarment list.

(B) If a grant is terminated, the MLB reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXIII. NOTIFICATION OF DELAYS

The Grantee shall inform the MLB's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project. Any change to the Contract End Date must be approved by MLB as set forth in Section IV.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached Appendix A, and used only as set forth herein.

XXIV. PUBLICITY

Grantee shall cooperate with MLB and coordinate with MLB for all press releases and public events regarding the projects, including, but not limited to, being available for and attending press events for state and local representatives.

FOR THE GRANTEE:

 9-10-13
 Signature Date

Clinton McKinnon-Lopus, Ex. Director
 Name and Title (typed or printed)

FOR THE MLB:

 9/10/13
 Kim Homan Date
 Executive Director

**PROJECT
SCOPE AND REQUIREMENTS
APPENDIX A**

I. PROJECT LOCATION

The Grantee agrees to perform or to assume responsibility for the performance of all functions and tasks contained herein in order to complete the demolition of the properties listed below:

Parcel ID Number 51-51-211-106-02
More commonly known as 259-261 6th Avenue, Manistee, Michigan 49660

II. PROJECT REQUIREMENTS AND SCOPE

The Grantee shall complete demolition and clearance of structures and contents at the properties identified in Section I, whether above or below ground on each site by the Contract End Date.

1. The Grantee shall carry out the demolition and clearance activities in accordance with the requirements set forth in this Project Scope.
2. The Grantee shall coordinate demolition and clearance activities, ensuring that all approvals and permits are in place prior to the start of work.
3. The Grantee shall ensure compliance with all requirements related to lead-based paint, asbestos and other hazardous materials and notify the appropriate state or local agencies or Michigan Department of Environmental Quality (MDEQ) if required by law. Further details and requirements are located on the following websites;
http://michigan.gov/deq/0,1607,7-135-3310_4106-11856--,00.html,
http://michigan.gov/deq/0,1607,7-135-3307_29693_30031---,00.html,
<http://www.hud.gov/offices/lead> and <http://www.epa.gov/asbestos>.
4. Demolition includes the complete tearing down and razing of a structure and the deconstruction of a structure in compliance with all local and state laws and regulations.
5. Clearance of sites includes removal and disposal of all materials and debris in compliance with federal, state or local requirements; providing for erosion control; and other incidentals necessary to satisfactorily complete the structure removal. All debris shall go to a licensed sanitary landfill. Copies of the landfill receipts for every load removed from the project site must be maintained for each day and made available for inspection as requested.
6. ADR will establish specific reporting requirements for the project.

7. The Grantee is responsible for:
- a. Providing qualified personnel, equipment, materials and other resources necessary to perform activities in order to complete demolition and clearance of all the properties identified in Section I by the Contract End Date.
 - b. Ensuring adequate quality control.
 - c. Maintaining documents and records related to all the activities carried out under the Contract. The Grantee shall maintain current, accurate and complete records according to and in compliance with all applicable federal, state and local requirements and Section XVI of the Contract. Identifying a Project Manager or designated representative who will serve as the Grantee's contact person and who has final authority for the Grantee on all matters relating to the contract.
 - d. Coordinating with ADR on matters relating to the project requirements, including completion, or any items that require immediate attention or that impact on the results or quality of the work to be performed.
 - e. Accuracy of the work performed. Grantee is required to make all necessary revisions or corrections resulting from errors and omissions on the part of the Grantee without additional Funding. Acceptance of the work by MLB will not relieve the Grantee of the responsibility for subsequent correction of any such errors and omissions.
 - f. Reporting the status of the project to ADR in accordance with the reporting requirements established by ADR for the Grantee's project. The reports will require, but not be limited to, the following information.
 - i. Bi-Weekly Work in Process report
 - ii. Signed approved invoices
 - iii. Landfill receipts
 - iv. Procurement documents - RFP, Contracts, Bid Tabs

III. PROJECT COMPLETION

The Grantee shall submit to ADR, in a timely manner, two (2) complete copies of a Request for Payment form that includes all supporting documentation. The format for the Request for Payment form is Appendix C.

The MLB will make payment after each project phase is complete. Project phase completion means all of the following:

- (1) All structures have been demolished in accordance with the project requirements for which payment is being requested.
- (2) The Grantee has submitted the Request for Payment form, including all supporting documentation.

The MLB shall make a determination of project phase completion based on the recommendation of ADR, and any review of the project and the project file the MLB deem necessary in its sole discretion, including site inspections.

Payment of funds by MLB is based on satisfactory completion of work and successful closeout of each phase.

Grantee may not submit a Request for Payment more than once every 15 days.

**PROJECT
PROJECT LOCATIONS
APPENDIX B**

DELETED – NOT APPLICABLE

**PROJECT
PAYMENT REQUEST FORM
APPENDIX C**

FORM ATTACHED

PAYMENT REQUEST

(To be submitted on organization's letterhead)

Date

Barry Ellentuck, ADR Consultants, LLC
6364 Ramwyck Court, Suite C
West Bloomfield, MI 48322

RE: Name of Organization
Address of Organization
Contact Number

Dear (Program Manager's Name):

In review of the work performed by (contractor named below) and the attached invoice, I request that (\$ _____) be released to _____, for this payment request. I also certify, that within (3) business days of receiving these funds that payments will be made to the requested party.

Payment Request No. (Overall)	_____	_____
Name of Contractor/Architect:	_____	_____
Address of Subcontractor	_____	_____
Service(s) Provided	_____	_____
Amount \$	_____	_____

Sincerely,

First Amendment to the
Grant Contract for Demolition
between
the Michigan Land Bank Fast Track Authority
and
the City of Manistee Housing Commission

1. Section I. Paragraph (A) is deleted and replaced in its entirety with:

AMOUNT OF GRANT: \$90,500.00

(A) The purpose of this Contract is to provide funding in the amount of Ninety Thousand Five Hundred and 00/100 Dollars (\$90,500.00) in exchange for work to be performed for the project. The MLB is authorized to provide grant assistance for demolition pursuant to 2012 PA 296 and an Intergovernmental Agreement between the MLB, the Michigan Department of Human Services and the Michigan State Housing Development Authority. MLB has retained ADR Consultants, LLC to perform project management on its behalf. Legislative appropriation of funds for grant assistance is set forth in 2012 PA 296. This Contract is subject to the terms and conditions specified herein.

2. Except as expressly provided for above, all other terms of the Agreement remain in full force and effect.

In Witness Whereof, the parties to this Agreement subscribe their names on the date set forth below:

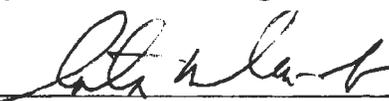
**State of Michigan
Land Bank Fast Track Authority**



By: Kim Homan
Its: Executive Director

Date: 10/24/13

City of Manistee Housing Commission



y: Clinton McKinven-Copus
Its: Executive Director

Date: 10-23--

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**State of Michigan
Land Bank Fast Track Authority**

By: Kim Homan
Its: Executive Director

Date: _____

City of Manistee Housing Commission



By: Clinton McKinven-Copus
Its: Executive Director

Date: 10-23-13



Nan McKay
AND ASSOCIATES, INC

1855 Gillespie Way El Cajon, CA 92020
800.783.3100 ■ www.nanmckay.com

UPCS Fundamentals

This is to certify that

Anthony Mastrapasqua

completed the seminar

9/10/2013

Seminar Completion Date

Nan McKay, President

Seminar Location: Lansing MI

Delivery Method: Group Live

Continuing Professional Education Units: 15

Field of Study: Specialized Knowledge & Applications



Nan McKay & Associates has been reviewed and approved as an Authorized Provider by the International Association of Continuing Education and Training, (IAOET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102.



Nan McKay & Associates is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be addressed to the National Registry of CPE Sponsors, 150 Fourth Avenue North, Suite 700, Nashville, TN, 37219-2417. Web site: www.nasba.org. In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50-minute hour. CPE Sponsor ID# 101539

Exhibit 14

Transitioning to Smoke-Free Public Housing

Implementation Kit

IMPLEMENTATION KIT CONTENTS

Transition to Smoke-free Housing EZ Steps Guide

Sample Smoking Survey Form

Sample Tenant Notice of Proposed Change in Policy and Lease

Sample Notice of Smoke-Free Policy and Revision of Public Housing Lease

Sample Smoke-Free Lease Addendum

Public Housing Smoke-Free Policy



TRANSITION TO SMOKE-FREE PUBLIC HOUSING

Preparation

Have available current Admissions and Continued Occupancy Policy, Dwelling Lease and PHA Plan.

Implementation

- Step 1. Make initial determinations
 - a. Which buildings, units, complexes and areas will be smoke free?
 - b. Will the policy be phased in or will there be a quit date?
- Step 2. Obtain resident input
 - a. Survey residents about smoking preferences
 - b. Hold meetings to inform residents of planned action
- Step 3. Draft revisions to ACOP, Lease and/or Lease Addendum, and PHA Plan, if required. Have Lease/Lease Addendum reviewed by legal counsel for compliance with State and Local laws. Determine what, if any, incentives will be offered to make the transition go smoother.
- Step 4. Provide written notification to residents of lease and policy revisions in sufficient time to provide 30 days for receipt of written comments prior to adoption.
- Step 5. Adopt revisions to ACOP, Lease and/or Lease Addendum, and PHA Plan.
- Step 6. Make the Smoke-Free Policy public
 - a. Post notices at building entrances, in common areas and in site office.
 - b. Provide written notification to residents about the final rule and procedures that will be followed to implement it.
- Step 7. Execute new Lease with smoke-free language or Smoke-Free Lease Addendum at each annual recertification. Use for all new leases on/after effective date.
- Step 8. Develop Violation Notices and procedures for enforcement.
- Step 9. Enforce the policy uniformly.

Follow-Up (Quality Control)

Supervisor should review violations and enforcement actions monthly to ensure uniform application of policy.

Sample Smoking Survey

[Date]

Dear Residents:

We are pleased that you have chosen to reside at [name of building/property]. HUD, through PIH Notices 2009-21 and 2012-25, encourages housing agencies to go smoke-free. Smoke-free policies are being adopted for a number of reasons. Secondhand smoke is a health hazard, especially for children, the elderly, and persons with chronic illnesses. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. Based on data from the U.S. Fire Administration of the Department of Homeland Security, there were an estimated 18,700 smoking-material fires in homes in 2006.

To ensure the health and safety of all persons living here, we are considering adopting a smoke-free public housing policy for our buildings and individual units. We would like to hear from you! Please fill out the short survey below and return it to the property office.

Sincerely,

[Property Manager's name]

Cut here



Do you smoke in your unit?

- Yes, I smoke in my unit
- No, I do not smoke or allow others to smoke in my unit

Can you smell smoke in your unit? *Mark all that apply.*

- Yes, I can smell secondhand smoke coming into my unit from another unit or outside the building
- The smoke smell bothers me/The smoke smell makes me ill
- I'm worried about the effects of secondhand smoke on my health or the health of people who live with me

Would you like to live in a smoke-free building? *Mark one response only.*

- Yes, I would like our building to be smoke free; including the units
- No, I would like our building to continue to allow smoking in the units
- I have no preference

Comments:

Optional Information:

Name: _____ Building Name: _____ Unit #: _____

Agency Letterhead

Sample Tenant Notice of Proposed Change in Policy and Lease

Tenants must be notified and allowed opportunity for written comments at least 30 days before adoption.

[Date]

Dear Residents:

We are pleased that you have chosen to reside at [name of building/property]. To ensure the health and safety of all persons living here, we are considering adopting a smoke-free public housing policy for our buildings and individual units. HUD, through PIH Notices 2009-21 and 2012-25, encourages housing agencies to go smoke-free. Secondhand smoke is a health hazard, especially for children, the elderly, and persons with chronic illnesses. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. Based on data from the U.S. Fire Administration of the Department of Homeland Security, there were an estimated 18,700 smoking-material fires in homes in 2006.

You may obtain a copy of the proposed Smoke-Free lease addendum by contacting your property manager. A copy of the smoke-free addendum is posted in the Office and [insert locations].

You may comment on this proposed lease revision. Your comments must be in writing and received by [Housing Authority name] no later than 4:00 pm on [date at least 30 days after date of notice]. All written comments received will be considered before the adoption of the smoke-free addendum.

If you wish to submit written comments, please submit them to:

[property manager name]
[property name]
[mailing address]
[City, State, and Zip Code]

A resident meeting will be held at [insert time] on [insert date] at [insert location] to discuss this proposed lease revision. You are encouraged to attend this meeting to give your comments and to ask questions regarding the change. If you need special help due to a disability, or you need an interpreter, please contact your Property Manager.

Sincerely,

[name]

Property Manager

Agency Letterhead

Sample Notice of Smoke-Free Policy and Revision of Public Housing Lease

[Date]

Dear Resident,

The [Housing Authority Name] has decided to go smoke-free in order to provide a healthier and safer environment for its residents. The harmful effects of secondhand smoke and the fire danger caused by indoor smoking are simply too great to ignore. This is an issue for the entire property because cigarette smoke travels from unit to unit. Secondhand smoke can seep through outlets in walls, and spread through air conditioning and heating systems. When vacancies occur, cleaning a unit where the former resident smoked can be five times more expensive to the housing agency than cleaning a unit occupied by a nonsmoker.

Effectively immediately, smoking is prohibited in all indoor common areas (such as entrances, hallways, community rooms, offices, and laundry rooms).

Smoking will not be prohibited in individual units until leases come up for renewal. A smoke-free policy for individual units will be phased in as leases are renewed. The lease revision will affect where residents and their guests may smoke by establishing a smoke-free addendum that prohibits smoking inside apartment units, on patios, porches or balconies and within 10 feet of any building. All leases from this point forward will include a smoke-free addendum. You may obtain a copy of the Smoke-Free Addendum by contacting your property manager. A copy of the smoke-free addendum is posted in the Office and [insert locations].

Please consider this letter as notice about the changes that will be taking place upon your next lease renewal. We hope this new policy will help everyone breathe a bit easier.

Please sign this letter and return to management within one week. If you have any questions or concerns, please contact me.

Sincerely,

[name]
Property Manager

I understand and agree to abide by the policies contained in this letter.

Signature of Head of Household

Date

Signature of Spouse/Co-Head

Date

Signature of Other Adult

Date

Sample Smoke-Free Lease Addendum

Adjust this addendum as needed depending on your adopted policy. As with all legal documents, the PHA should have the Policy revision and Lease Addendum reviewed by Legal Counsel.

Date _____ Property name _____ Unit # _____

Resident name(s) _____

Resident address _____

The following terms, conditions and rules are hereby incorporated into the Lease Agreement for the above unit effective [date].

- 1. Smoke-Free Policy:** Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, **[Housing Authority name]** has adopted a Smoke-Free Public Housing Policy, which prohibits smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within **(HOW MANY FEET?)** feet of building(s) including entry ways, porches, balconies and patios. This prohibition extends to playgrounds, picnic areas, mail stations and other exterior common areas,
- 2. Definition of Smoking:** The term "smoking" means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product, marijuana cigarette, marijuana blunt or other lighted smoking device for burning tobacco or any other plant.
- 3. Smoke-Free Complex:** Resident agrees and acknowledges that the premises to be occupied by Resident and member of Residents family and household have been designated as a smoke-free living environment. Resident, Resident's family and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where Resident's dwelling is located, on any porches or balconies of dwelling or in any of the common areas, nor shall Resident permit any guests, visitors or service personnel under the control of Resident to do so.
- 4. Effect on Current Residents:** Resident acknowledges that current residents residing in the property under a prior Lease will not be immediately subject to the Smoke-Free Policy within their dwelling units. As current resident move out, or enter into new Leases, the Smoke-Free Policy will become effective for their new unit or new Lease.

5. **Landlord not a guarantor of smoke free environment:** Resident acknowledges that Landlord's adoption of a Smoke-Free Policy, and the efforts to designate portions of the Property as smoke-free do not make the Landlord or any of its managing agents the guarantor of Resident's health or of the smoke free condition of the smoke-free portions of the Property. Landlord will take reasonable steps to enforce the Smoke-Free Policy. Landlord is not required to take steps in response to smoking unless Landlord has actual knowledge of the smoking and the identity of the responsible Resident.

6. **Landlord Disclaimer:** Resident acknowledges that Landlord's adoption of a non-smoking living environment, and the efforts to designate portions of the Property as smoke-free does not in any way change the standard of care that the Landlord has under applicable law to render the Property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the Property will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Property will be free from secondhand smoke. Resident acknowledges that Landlord's ability to police, monitor or enforce this Addendum is dependent in significant part on voluntary compliance by Residents and Residents' guests. Residents with respiratory ailments, allergies or other condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other Landlord obligation under the lease agreement.

7. **Lease violation:** Residents are responsible for the actions of their household, their guests and visitors. Failure to adhere to any of the conditions of this Addendum will constitute a material non-compliance with the lease agreement and such breach of this Addendum shall be grounds for termination of the Lease. In addition, Resident will be responsible for all costs to remove smoke odor or residue upon any violation of this Addendum.

_____	_____
Head of Household Signature	Date
_____	_____
Spouse/Co-Head Signature	Date
_____	_____
Other Adult Family Member Signature	Date
_____	_____
Other Adult Family Member Signature	Date
_____	_____
Property Manager/HA Representative	Date

Agency Letterhead

Sample Notice of Possible Smoke-Free Lease Addendum Violation

[Date]

[Resident Name]

[Address]

[City, State, Zip Code]

This is a courtesy notice of an unconfirmed lease violation. It is not a notice of lease termination. If [housing authority] elects to serve an eviction notice for the violations listed here, you will be served a lease termination notice in accordance with notification procedures outlined in your dwelling lease.

It has been brought to the attention of management that you may be in violation of the Smoke-Free Lease Addendum. It has been reported that on [date] at approximately [time], you were:

- Smoking in your unit
- Smoking in the common areas
- Smoking within **INSERT #** feet of the building

This is a serious lease violation of the No-Smoking Policy. A second violation of the Smoke-Free Policy may result in your being issued a Notice of Lease Termination.

If you have questions about this notice, or if you would like to discuss the matter, please notify your Property Manager. *[If the PHA has resident services staff, you may want to also refer to them.]*

At this time, no formal action is being taken by the [Housing Authority]. However, we do stress the importance of refraining from smoking in your unit, the common areas and within **INSERT #** feet of the building. Failure to do so is a violation of the material terms of your lease and may result in termination of your lease.

Sincerely,

[name]

Property Manager

City of Manistee Housing Commission
Manistee, Michigan
Public Housing Smoke-Free Policy
All Properties Smoke-free

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Authorized Use by the City of Manistee Housing Commission

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City of Manistee Housing Commission

Smoke-free Public Housing Policy

Effective Date

Effective _____, the _____ adopts this Smoke-Free Public Housing Policy.

Policy

Resident Support

In 2009, HUD began urging Public Housing Agencies to implement Smoke-free policies to reduce risks to physical facilities and the tenants. After careful consideration, the City of Manistee Housing Commission (hereinafter referred to as PHA) solicited input from residents related to implementing such a policy. PHA conducted surveys and public hearings in order to obtain this input. The majority of the tenant population strongly supports a ban on Smoking in and on the PHA properties.

Purpose

Due to the increased risk of fire, increased maintenance costs, and the health effects of secondhand smoke, the City of Manistee Housing Commission has adopted this Smoke-Free Public Housing Policy.

Smoke-free Living Environment

This policy prohibits smoking:

- In any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, within all living units, and within _____ feet of building(s) including entry ways, porches, balconies and patios.
- At playgrounds, picnic areas, mail stations and other exterior common areas.
- In administrative/office buildings and maintenance buildings.
- In any PHA owned or operated vehicle.

Applicability

New Admissions

All new admissions signing a lease on, or after, the effective date of this policy are subject to all provisions herein. New residents are required to sign the Smoke-free Lease Addendum prior to occupying a unit.

Existing Tenants

Tenants under lease prior to the effective date of the policy are exempt from the smoking prohibition within the confines of their personal rental space until the effective date of their next lease renewal. Residents subject to this exemption are prohibited from smoking in other non-smoking areas.

Existing residents are required to sign the Smoke-free Lease Addendum at the first annual recertification after the effective date of this policy. Upon lease renewal, the household is subject to all provisions of this Smoke-Free Public Housing Policy.

Tenants who are not willing to live in a Smoke-free Property upon lease renewal should complete and submit a Notice to Vacate form prior to the expiration of the lease in order to avoid an adverse termination of assistance and possible eviction.

Visitors and Guests

This policy applies to all visitors and guests while on PHA owned properties. Tenants must not allow visitors and guests to violate this policy.

PHA Staff

This policy applies to all PHA staff while on PHA owned properties.

Definitions

Smoking: The term “smoking” means inhaling, exhaling, burning, carrying or possessing any lighted cigar, cigarette, pipe, other tobacco product, marijuana cigarette, marijuana blunt or other lighted smoking device for burning tobacco or any other plant

Smoke-free Property: Any property, including interior and exterior areas, designated by the PHA as a Smoke-free Property is subject to the provisions of the Smoke-free Living Environment provisions listed above.

Designated Smoking Areas: Areas or buildings designated by the PHA where legal Smoking activities are allowed.

Lease Enforcement

Violation of the Smoke-free Policy will constitute a material lease violation and may result in enforcement actions up to and including eviction.

Reasonable Accommodation

Residents may request a Reasonable Accommodation in relation to the Smoke-free Policy, in accordance with the PHA’s Reasonable Accommodation Policy. Residents must adhere to the Smoke-free policy until such time as a Reasonable Accommodation is granted.

PHA Responsibilities

The PHA shall post no-smoking signs at entrances to all buildings on Smoke-free Properties.

The PHA will distribute a copy of this Policy and notice of the intent to implement the Policy to each household at least 30 days prior to the effective date of the Policy.

The PHA is responsible for the enforcement of this policy.

The PHA will ensure the lease, lease addendum and other occupancy policies are consistent with the provisions of this Policy.

The PHA will provide all residents a notice identifying any Designated Smoking Areas.

Resident Responsibilities

Residents shall abide by this Policy and shall inform their guests and occupants of the Policy.

Residents will not permit smoking by their guests or visitors on Smoke-free Properties.

All smoking material, including matches, lighters, cigarette butts and packaging, must be disposed of in a neat and safe manner. No person may throw these items or other smoking material on the ground.

Enforcement

Tenant failure to adhere to any of the conditions of this Policy shall be grounds for termination of the Lease.



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROMOTING SAFE AFFORDABLE HOUSING

Exhibit 15

September 23, 2013

Mr. David C. Long
Branch Chief
U.S. Department of Housing
and Urban Development
Office of Fair Housing & Equal Opportunity
477 Michigan Avenue, Room 1710
Detroit, MI 48226-2592

Dear Mr. Long,

The Manistee Housing Commission (MI078), as a part of its Recovery Agreement Action Plan currently in place with HUD, is requesting the assistance of the Office of Fair Housing & Equal Opportunity to

- Develop a 504 Accessibility Study/Accessibility Compliance Survey
- Develop a Barrier Removal Plan/Transition Plan

It is my understanding that you are expecting our request. I was provided your contact information by Ms. Valerie Sims, PHRS, (Detroit Field Office of Public Housing) during an onsite review conducted August 20-22, 2013.

I look forward to being contacted by you and/or your representative.

Sincerely,

Clinton McKinven-Copus
Executive Director
Manistee Housing Commission
273 Sixth Ave.
Manistee, MI 49660
clintonmc@manisteehousing.com
231-723-6201, ext. 102

CC: files
V. Sims (Detroit Field Office, Office of Public Housing)
J. English (Detroit Field Office, Office of Public Housing)
C. Richardson (Detroit Field Office, Office of Public Housing)

From: [Clinton McKinven-Copus](#)
To: "david.c.long@hud.gov"
Cc: [jinane.l.english@hud.gov](#); [valerie.v.sims@hud.gov](#); [RICHARDSON, CLAUNELLA D](#)
Subject: Request for Technical Assistance from the Manistee Housing Commission MI078
Date: Monday, September 23, 2013 2:07:15 PM
Attachments: [Clinton McKinven-Copus.vcf](#)
[Request for Training and Assistance from Fair Housing.PDF](#)

Dear Mr. Long,

Please find attached a formal request for technical assistance from the Manistee Housing Commission. The original letter will arrive by U.S. Mail. I look forward to hearing from you and/or your representative.

Sincerely,

Clinton McKinven-Copus
Executive Director



Clinton McKinven-Copus - Executive Director

phone: (231) 723-6201 ext: 102
cell: (231) 425-0731
fax: (231) 723-8900
TDD/TTY: (800) 545-1833. ext 870
email: clintonmc@manisteehousing.com

DISCLOSURE: The City of Manistee Housing Commission is a public body and as such is subject, in many instances, to federal and State of Michigan public disclosure laws. Please be aware that this email and any response(s) may be subject to, among other disclosure laws, the Michigan Freedom of Information Act, MCL 15.231 et. seq. and the federal Administrative Procedures Act (Freedom of Information), 5 USC § 551 et. seq. To the extent that this may be a confidential communication it is not to be delivered to or read by any person other than the addressee. Email transmission is not intended to waive the attorney-client privilege or any other privilege which may exist under law. If this transmission is received by anyone other than the addressee, the recipient is requested to call the City of Manistee Housing Commission collect at (231) 723-6201, immediately return this email to by return email and then delete the email.

Clinton McKinven-Copus
City of Manistee Housing Commission
Executive Director

(231) 723-6201 Work
(231) 425-0731 Mobile
clintonmc@manisteehousing.com
273 Sixth Ave Manistee, MI 49660...

Exhibit 17

From: [Mail Delivery System](#)
To: CLAUNELLA.D.RICHARDSON@hud.gov; david.c.long@hud.gov; jinane.l.english@hud.gov; valerie.v.sims@hud.gov
Subject: Relayed: Request for Technical Assistance from the Manistee Housing Commission MI078
Date: Monday, September 23, 2013 2:07:51 PM

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:
HYPERLINK "mailto:CLAUNELLA.D.RICHARDSON@hud.gov"CLAUNELLA.D.RICHARDSON@hud.gov
HYPERLINK "mailto:david.c.long@hud.gov"david.c.long@hud.gov
HYPERLINK "mailto:jinane.l.english@hud.gov"jinane.l.english@hud.gov
HYPERLINK "mailto:valerie.v.sims@hud.gov"valerie.v.sims@hud.gov
Subject: Request for Technical Assistance from the Manistee Housing Commission MI078



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-24 Authorization to Change Date of Annual Meeting 2014

WHEREAS, the City of Manistee Housing Commission By-Laws state that the Annual Meeting shall occur on the 3rd Monday of each January, and

WHEREAS, the City of Manistee Housing Commission Board of Commissioners have changed the monthly Commission meeting from the 3rd Monday of each month to the 4th Monday of each month since the adoption of the By-Laws in July 2006;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopts the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Manistee Housing Commission Board of Commissioners announces, publicizes and makes known that the Annual Meeting for 2014 will be held on the 4th Monday of January 2014, which is January 28, 2014

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

DRAFT

**City of Manistee Housing Commission
Flat Rent Schedule
Effective: January 1—December 31, 2014**

Family Housing

1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
\$473.00	\$533.00	\$682.00	\$717.00

Century Terrace

1 Bedroom	2 Bedroom		
\$473.00	\$640.00		

Harborview

1 Bedroom	2 Bedroom		
\$432.00	\$594.00		

New Duplexes (1703, 1703 ½, 1707, & 1707 ½ Vine Street)

	2 Bedroom		
	\$525.00		



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2013-23 Executive Director Agreement

WHEREAS, the City of Manistee Housing Commission Board of Commissioners appointed Clinton McKinven-Copus as Housing Commission Executive Director March 1, 2005, and

WHEREAS, Mr. Clinton McKinven-Copus has continuously served as the City of Manistee Housing Commission Executive Director since appointment March 1, 2005;

NOW, THEREFORE, on the motion of _____, supported by _____, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopts the following resolution:

NOW, THEREFORE, IT IS HEREBY RESOLVED that the City of Manistee Housing Commission authorizes

- President Dale Priester to execute the employment agreement between City of Manistee Housing Commission and Mr. Clinton McKinven-Copus

Those voting in favor:

Those voting against:

Those absent or abstaining:

RESOLUTION DECLARED {Outcome}

CERTIFICATION

I, Dale Priester, President of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Dale Priester, President

I, Clinton McKinven-Copus, Secretary of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a regular meeting held on the 10th day of December, 2013.

Clinton McKinven-Copus, Executive Director

DRAFT

**City of Manistee Housing Commission
Flat Rent Schedule
Effective: January 1—December 31, 2014**

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\$473.00	\$533.00	\$682.00	\$717.00

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1 Bedroom	2 Bedroom		
\$473.00	\$640.00		

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1 Bedroom	2 Bedroom		
\$432.00	\$594.00		

New Duplexes (1703, 1703 ½, 1707, & 1707 ½ Vine Street)

	2 Bedroom		
	\$525.00		

AGREEMENT

This Agreement is entered into this 10th day of December, 2013, by and between the **City of Manistee Housing Commission**, a Municipal Housing Commission (hereinafter “CMHC”), of 273 Sixth Avenue, Manistee, MI 49660, and **Clinton McKinven-Copus** (hereinafter “McKinven-Copus”). The parties agree and contract as follows:

1. **Appointment and Employment as CMHC Executive Director.** The CMHC hereby appoints McKinven-Copus as the CMHC Executive Director in accordance with the Bylaws of the CMHC to serve in the capacity of CMHC Executive Director and perform the duties and functions as described in the Bylaws, and perform such other duties and functions as may from time to time be assigned by the CMHC Commissioners. Such appointment shall continue from the original appointment and shall continue until such appointment is withdrawn by the CMHC Commission or McKinven-Copus terminates employment with the CMHC.

2. **Acceptance of Appointment.** McKinven-Copus accepts the appointment as CMHC Executive Director and promises to faithfully, and to the best of his efforts, discharge the duties, functions and responsibilities of such office as the same are contained in the Bylaws of the CMHC and that may be assigned from time to time by the CMHC Commissioners.

3. **At-Will Appointment and Employment.** McKinven-Copus acknowledges and agrees that the appointment and employment as CMHC Executive Director for the CMHC is an “at-will” appointment. The CMHC may terminate the employment of McKinven-Copus as CMHC Executive Director at its pleasure, subject to the terms and conditions contained in this Agreement only.

4. **Remuneration.**
 - A. **Salary and Evaluation.** During the term of appointment, McKinven-Copus shall receive a salary to be set from time to time by the CMHC Commissioners. The current annual rate of remuneration for McKinven-Copus shall be Eighty Thousand Two Hundred Fifty Dollars (\$80,250) per year, payable bi-weekly, less any applicable federal, state and all other employment related deductions. Salary shall be effective from January 1st through December 31st of each calendar year.

 - B. **Performance Evaluation and Salary Adjustment(s).** Performance goals and objectives will be established annually. McKinven-Copus is a full-time salaried employee of CMHC and his salary is subject to review each year by the CMHC Commissioners. CMHC Commission in its performance evaluation of McKinven-Copus shall set goals and objectives to be completed each calendar year.

 - C. **Fringe Benefits.** During the term of appointment, McKinven-Copus, as the CMHC Executive Director, shall also receive the following fringe benefits:

- i. **Vacation.** McKinven-Copus shall be entitled annually to Twenty (20) days in addition to any vacation accrued but not used from previous years.
 - a. Vacation exceeding ten (10) days requires preapproval of the Personnel Committee
 - b. Unused accumulated vacation days are paid out (ratio 1:1) at current rate of salary at time of separation.
 - c. Unused vacation days may be accumulated to a maximum of forty (40) days.

- ii. **Sick Leave.**
 - a. Accumulates at the rate of Eight (8) hours per month;
 - b. Accumulation limited to One Hundred Eighty (180) days;
 - c. At termination of employment, unused and accumulated sick leave paid up to \$5,000 in gross pay.

- iii. **Insurance.** McKinven-Copus shall receive insurance benefits provided other CMHC supervisory personnel excluding compensatory time but including:
 - a. Health for McKinven-Copus and spouse/dependent as provided by the CMHC Welfare Benefit Plan;
 - b. Dental for McKinven-Copus and spouse/dependent as provided by the CMCH Welfare Benefit Plan;
 - c. Vision for McKinven-Copus and spouse/dependent as provided by the CMCH Welfare Benefit Plan;
 - d. Disability Insurance for McKinven-Copus as provided by the CMCH Welfare Benefit Plan;
 - e. Term life insurance at \$50,000.00.

- iv. **Holidays.** As provided in the CMHC Personnel Policy.

- v. **Professional Dues and Continuing Education.** The CMHC shall provide membership dues for involvement in professional organizations, such as NAHRO, MINAHRO AND PHADA. Further, the CMHC will pay for attendance at continuing education for seminars and classes directly in the interest of the CMHC and McKinven-Copus's performance as CMHC Executive Director on behalf of the CMHC, as approved in advance by the CMHC Commissioners.

- vi. **Hold Harmless.** The CMHC will indemnify and hold McKinven-Copus harmless from liability for any claims or demands arising out of an act or omission occurring in the performance of McKinven-Copus's duties as CMHC Executive Director, except as to those acts or omissions deemed to

constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts, all of which shall also be considered “just cause” for a dismissal of McKinven-Copus as described elsewhere in this Agreement.

- vii. **Severance Pay and Notice.** In the event that the CMHC revokes the employment and appointment of McKinven-Copus according to its prerogatives as specified in the CMHC Bylaws as heretofore referenced, the employment and appointment of McKinven-Copus shall cease, together with the cessation of any payment of salary or fringe benefits, except, however, McKinven-Copus shall be entitled to receive a gross severance pay of one (1) month of salary, less applicable federal tax, state tax and other employment related charges, for each completed year of service, up to a maximum of Twelve (12) months, paid at the same time and in the same manner wages for current employees are paid. In addition, during the term of severance pay CMHC shall continue insurance coverage described in Paragraph 4.C.ii above.

McKinven-Copus agrees to provide the CMHC with not less than Thirty (30) days notice of his leaving the employment of the CMHC. In the event McKinven-Copus resigns his appointment and employment with the CMHC, no severance pay shall be payable.

Notwithstanding anything contained herein to the contrary, McKinven-Copus shall not be entitled to any post-separation compensation as provided for in this section if he is dismissed from employment for just cause. Just cause, for purposes of this Agreement, is defined as those acts or omissions on the part of McKinven-Copus occurring during the course of his employment that constitute gross negligence, deliberate misconduct, intentional and improper discrimination, or criminal acts.

- viii. **Severability.** The CMHC and McKinven-Copus agree that if any part of this Agreement shall be held unenforceable, null or void, that the rest of the Agreement shall remain in full force and effect.

5. **Interpretation.** This Agreement shall be interpreted according to the Bylaws of the CMHC, City of Manistee Ordinance and the laws of the State of Michigan.
6. **Entire Agreement.** This document represents the entire agreement of the parties and incorporates herein all negotiations, discussions and agreements of the parties and no other agreements exist between the parties that are not included herein. This Agreement may be modified only upon written document acknowledged and signed by both parties.

City of Manistee Housing Commission

Dated: _____

Dale Priester, Commission President

Dated: _____

Clinton McKinven-Copus, CMHC Executive Director

FY 2013 Budget Tracking				
Total Units: 213	Annual-2013	Monthly	October 2013	2013 YTD Actual
Operating Income				
Rental Income				
3110-Dwelling Rental	\$ 600,000.00	\$ 50,000.00	\$ 51,629.00	\$ 497,962.00
3120-Excess Utilities	\$ 9,600.00	\$ 800.00	\$ 645.67	\$ 7,608.32
Total Rental Income	\$ 609,600.00	\$ 50,800.00	\$ 52,274.67	\$ 505,570.32
Revenues-HUD PHA Grants				
3401.1-Operating Grants	\$ 40,000.00	\$ 3,333.33	\$ -	\$ -
3401.2-Operating Subsidy	\$ 461,485.00	\$ 38,457.08	\$ 32,879.34	\$ 330,941.34
Total HUD PHA Grants	\$ 501,485.00	\$ 41,790.42	\$ -	\$ 298,062.00
Nonrental Income	\$ 87,660.00	\$ 7,305.00	\$ 9,254.19	\$ 82,477.14
Total Operating Income	\$ 1,198,745.00	\$ 99,895.42	\$ 94,408.20	\$ 918,988.80
Operating Expenses				
Routine Expenses				
Administration	\$ 274,481.00	\$ 22,873.42	\$ 24,586.65	\$ 243,429.33
Unusual Administration	\$ -	\$ -	\$ 2,875.99	\$ 2,875.99
Total Administration	\$ 274,481.00	\$ 22,873.42	\$ 27,462.64	\$ 246,305.32
Tenant Services	\$ 55,620.00	\$ 4,635.00	\$ 4,818.43	\$ 49,918.16
Unusual Tenant Services	\$ -	\$ -	\$ -	\$ -
Total Tenant Services	\$ 55,620.00	\$ 4,635.00	\$ 4,818.43	\$ 49,918.16
Utilities	\$ 183,600.00	\$ 15,300.00	\$ 14,342.17	\$ 159,067.87
Unusual Utilities	\$ -	\$ -	\$ -	\$ -
Total Utilities	\$ 183,600.00	\$ 15,300.00	\$ 14,342.17	\$ 159,067.87
Ordinary Maintenance & Operations	\$ 233,223.00	\$ 19,435.25	\$ 30,198.51	\$ 251,650.99
Unusual Ordinary Maintenance & Operations	\$ -	\$ -	\$ 8,256.61	\$ -
Total Ordinary Maintenance & Operations	\$ 233,223.00	\$ 19,435.25	\$ 38,455.12	\$ 259,907.60
Protective Services	\$ 3,500.00	\$ 291.67	\$ -	\$ 3,164.04
Unusual Protective Services	\$ -	\$ -	\$ -	\$ -
Total Protective Services	\$ 3,500.00	\$ 291.67	\$ -	\$ 3,164.04
General Expenses	\$ 192,378.00	\$ 16,031.50	\$ 15,094.89	\$ 150,623.86
Unusual General Expenses	\$ -	\$ -	\$ -	\$ -
Total General Expenses	\$ 192,378.00	\$ 16,031.50	\$ 15,094.89	\$ 150,623.86
Total Routine Expense	\$ 942,802.00	\$ 78,733.50	\$ 100,173.25	\$ 868,986.85
Non-Routine Expenses				
Extraordinary Maintenance		\$ -	\$ -	\$ 2,068.75
Total Casualty Losses	\$ -	\$ -	\$ -	\$ 5,000.00
Total Non-Routine Expenses	\$ -	\$ -	\$ -	\$ 7,068.75
Total Operating Expenses	\$ 944,802.00	\$ 78,733.50	\$ 100,173.25	\$ 876,055.60
Operating Income (Loss)	\$ 253,943.00	\$ 21,161.92	\$ (5,765.05)	\$ 42,933.20
Total Depreciation Expense	\$ -	\$ -	\$ 26,615.00	\$ 266,150.00
Surplus Credits & Charges	\$ -	\$ -	\$ (327.00)	\$ (1,781.92)
Capital Expenditures	\$ -	\$ -	\$ -	\$ -
HUD Net Income (Loss)	\$ 241,543.00	\$ 20,128.58	\$ (7,779.62)	\$ 22,407.83
GAAP Net Income (Loss)	\$ 253,943.00	\$ 21,161.92	\$ (32,053.05)	\$ (221,434.88)

FY 2013 Budget Tracking					
Total Units: 213	Annual-2013	Monthly	September 2013	October 2013	2013 YTD Actual
Operating Income					
Rental Income					
3110-Dwelling Rental	\$ 600,000.00	\$ 50,000.00	\$ 52,074.00	\$ 51,629.00	\$ 497,962.00
3120-Excess Utilities	\$ 9,600.00	\$ 800.00	\$ 986.56	\$ 645.67	\$ 7,608.32
Total Rental Income	\$ 609,600.00	\$ 50,800.00	\$ 53,060.56	\$ 52,274.67	\$ 505,570.32
Revenues-HUD PHA Grants					
3401.1-Operating Grants	\$ 40,000.00	\$ 3,333.33	\$ -	\$ -	\$ -
3401.2-Operating Subsidy	\$ 461,485.00	\$ 38,457.08	\$ 29,574.00	\$ 32,879.34	\$ 330,941.34
Total HUD PHA Grants	\$ 501,485.00	\$ 41,790.42	\$ 29,574.00	\$ 32,879.34	\$ 330,941.34
Nonrental Income					
3610-Interest Income-Gen. Fund.	\$ 960.00	\$ 80.00	\$ 104.83	\$ 193.05	\$ 1,259.08
3689-Tenant Income--Cable TV	\$ 54,000.00	\$ 4,500.00	\$ 4,314.00	\$ 4,296.00	\$ 43,769.86
3690-Tenant Income	\$ 19,800.00	\$ 1,650.00	\$ 3,509.84	\$ 2,124.77	\$ 20,257.74
3690.1-Non-Tenant Income	\$ 6,000.00	\$ 500.00	\$ 5,167.35	\$ 1,605.25	\$ 7,428.43
3690.2-Gain/Loss-Sale of Fixed Assets	\$ -	\$ -	\$ -	\$ -	\$ -
3690.4-Laundry Income	\$ 6,000.00	\$ 500.00	\$ -	\$ 841.07	\$ 7,745.61
3690.5-Pop-Machine Income	\$ 900.00	\$ 75.00	\$ -	\$ -	\$ 102.92
3690.6-Fraud Recovery Revenue	\$ -	\$ -	\$ 382.10	\$ 194.05	\$ 1,913.50
3690.7-Management Fee (DVG Homes)	\$ -	\$ -	\$ -	\$ -	\$ -
3690.8-Health Reimb. Retirees	\$ -	\$ -	\$ -	\$ -	\$ -
Total Nonrental Income	\$ 87,660.00	\$ 7,305.00	\$ 13,478.12	\$ 9,254.19	\$ 82,477.14
Total Operating Income	\$ 1,198,745.00	\$ 99,895.42	\$ 96,112.68	\$ 94,408.20	\$ 918,988.80
Operating Expenses					
Routine Expenses					
Administration					
4110-Administrative Salaries	\$ 150,616.00	\$ 12,551.33	\$ 13,628.84	\$ 13,628.84	\$ 131,084.27
4111-Admin Wage-Contracted	\$ -	\$ -	\$ -	\$ -	\$ -
4130-Legal Expenses	\$ 15,000.00	\$ 1,250.00	\$ -	\$ 3,751.98	\$ 15,651.76

FY 2013 Budget Tracking					
Total Units: 213	Annual-2013	Monthly	September 2013	October 2013	2013 YTD Actual
4140-Staff Training	\$ 5,000.00	\$ 416.67	\$ -	\$ 191.11	\$ 541.11
4150-Travel Expenses	\$ 2,000.00	\$ 166.67	\$ 256.64	\$ 1,000.00	\$ 1,256.64
4170-Accounting Fees	\$ 10,200.00	\$ 850.00	\$ 991.44	\$ 741.44	\$ 8,238.30
4171-Auditing	\$ 9,000.00	\$ 750.00	\$ -	\$ -	\$ -
4172-Consulting	\$ -	\$ -	\$ -	\$ -	\$ -
4182-Employee Benefits-Admin	\$ 38,445.00	\$ 3,203.75	\$ 7,542.18	\$ 3,674.14	\$ 43,197.90
4185-Telephone	\$ 7,800.00	\$ 650.00	\$ 1,268.69	\$ 1,077.51	\$ 9,295.19
4190.1-Publications	\$ -	\$ -	\$ -	\$ -	\$ 175.00
4190.2-Membership Dues and Fees	\$ 1,020.00	\$ 85.00	\$ -	\$ 405.00	\$ 1,456.50
4190.3-Admin Service Contracts	\$ 12,000.00	\$ 1,000.00	\$ 880.11	\$ 952.61	\$ 17,848.99
4190.4-Office Supplies	\$ 7,800.00	\$ 650.00	\$ 1,153.49	\$ 1,251.12	\$ 7,579.58
4190.5-Other Sundry-Misc	\$ 15,600.00	\$ 1,300.00	\$ 1,289.45	\$ 788.89	\$ 9,980.08
Total Administration	\$ 274,481.00	\$ 22,873.42	\$ 27,010.84	\$ 27,462.64	\$ 246,305.32
Tenant Services					
4220-Rec., Pub., & Other Services	\$ -	\$ -	\$ -	\$ -	\$ 400.00
4221- Resident Manager Stipends	\$ 10,020.00	\$ 835.00	\$ 900.00	\$ 900.00	\$ 9,838.00
4222-Employee Benefits - Tenant Services	\$ -	\$ -	\$ -	\$ -	\$ 452.76
4230-Contract Costs: Cable & Other	\$ 45,600.00	\$ 3,800.00	\$ 3,920.79	\$ 3,918.43	\$ 39,227.40
Total Tenant Services	\$ 55,620.00	\$ 4,635.00	\$ 4,820.79	\$ 4,818.43	\$ 49,918.16

FY 2013 Budget Tracking					
Total Units: 213	Annual-2013	Monthly	September 2013	October 2013	2013 YTD Actual
Utilities					
4310-Water & Sewer	\$ 34,800.00	\$ 2,900.00	\$ 4,734.52	\$ 4,619.69	\$ 41,616.80
4320-Electricity	\$ 105,600.00	\$ 8,800.00	\$ 7,645.29	\$ 8,011.07	\$ 92,618.98
4330-Gas	\$ 43,200.00	\$ 3,600.00	\$ 1,125.42	\$ 1,711.41	\$ 24,832.09
Energy Performance Contract Savings	\$ -	\$ -			\$ -
Total Utilities	\$ 183,600.00	\$ 15,300.00	\$ 13,505.23	\$ 14,342.17	\$ 159,067.87
Ordinary Maint. & Operation					
4410-Labor, Maintenance	\$ 89,180.00	\$ 7,431.67	\$ 6,888.50	\$ 6,893.75	\$ 76,991.52
4420-Materials	\$ 28,800.00	\$ 2,400.00	\$ 3,375.18	\$ 6,844.90	\$ 40,330.66
4430.02-Heating & Cooling Contracts	\$ 18,000.00	\$ 1,500.00	\$ -	\$ 325.20	\$ 12,366.86
4430.03-Snow Removal Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4430.04-Elevator Contracts	\$ 14,400.00	\$ 1,200.00	\$ 1,082.50	\$ 1,082.50	\$ 11,523.61
4430.05-Landscape & Grounds Maintenance	\$ 2,400.00	\$ 200.00	\$ -	\$ 6,258.56	\$ 14,311.42
4430.06-Unit Turn Around Contracts	\$ 6,900.00	\$ 575.00	\$ 3,510.00	\$ 4,837.00	\$ 15,080.65
4430.07-Electrical Contracts	\$ 1,980.00	\$ 165.00	\$ 83.25	\$ 1,818.32	\$ 4,566.95
4430.08-Plumbing Contracts	\$ 1,020.00	\$ 85.00	\$ -	\$ 129.14	\$ 3,529.98
4430.09-Extermination Contracts	\$ -	\$ -	\$ -	\$ -	\$ 1,600.00
4430.01-City Inspections	\$ -	\$ -	\$ -	\$ -	\$ -
4430.11-Routine Maintenance Contracts	\$ 3,900.00	\$ 325.00	\$ -	\$ -	\$ 4,641.53
4430.12-Miscellaneous Contracts	\$ 6,000.00	\$ 500.00	\$ -	\$ 5,659.85	\$ 12,757.94
4431-Garbage Removal	\$ 9,300.00	\$ 775.00	\$ 1,262.00	\$ 969.07	\$ 10,523.73
4433-Employee Benefits-Maintenance	\$ 45,143.00	\$ 3,761.92	\$ 9,739.68	\$ 3,376.33	\$ 49,486.75
4434-Employee Benefits-Retirees	\$ 1,200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 1,000.00
4440-Staff Training-Maintenance	\$ 5,000.00	\$ 416.67	\$ 240.50	\$ 160.50	\$ 1,196.00
4441-Staff Travel-Maintenance		\$ -			\$ -
Total Ordinary Maintenance & Operations	\$ 233,223.00	\$ 19,435.25	\$ 26,381.61	\$ 38,455.12	\$ 259,907.60
Protective Services					
4480-Security Contract Costs	\$ 3,500.00	\$ 291.67	\$ -	\$ -	\$ 3,164.04
Total Protective Services	\$ 3,500.00	\$ 291.67	\$ -	\$ -	\$ 3,164.04
General Expense					
4510-Insurance	\$ 62,580.00	\$ 5,215.00	\$ 6,257.53	\$ 5,580.53	\$ 55,065.56

FY 2013 Budget Tracking					
Total Units: 213	Annual-2013	Monthly	September 2013	October 2013	2013 YTD Actual
4520-Payment in Lieu of Taxes	\$ 37,440.00	\$ 3,120.00	\$ 3,120.00	\$ 3,120.00	\$ 31,200.00
4550-Compensated Absences	\$ 5,000.00	\$ 416.67	\$ -	\$ -	\$ -
4570-Collection Losses	\$ 5,000.00	\$ 416.67	\$ -	\$ -	\$ 169.66
4580-Interest Expense	\$ 76,958.00	\$ 6,413.17	\$ 6,400.75	\$ 6,394.36	\$ 64,188.64
4590-Other General Expenses	\$ 5,400.00	\$ 450.00	\$ -	\$ -	\$ -
Total General Expenses	\$ 192,378.00	\$ 16,031.50	\$ 15,778.28	\$ 15,094.89	\$ 150,623.86
Total Routine Expense	\$ 944,802.00	\$ 78,733.50	\$ 87,496.75	\$ 100,173.25	\$ 868,986.85
Non-Routine Expenses					
Extraordinary Maintenance	\$ -	\$ -	\$ 2,068.75	\$ -	\$ 2,068.75
Total Extraordinary Maintenance		\$ -	\$ 2,068.75	\$ -	\$ 2,068.75
Casualty Losses-Not Cap.					
4620.2-Casualty Losses--Materials	\$ -	\$ -	\$ -	\$ -	\$ -
4620.3-Casualty Losses--Contract Costs	\$ -	\$ -	\$ -	\$ -	\$ 21,930.80
4620.4-Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ (16,930.80)
Total Casualty Losses	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Total Non-Routine Expenses	\$ -	\$ -	\$ 2,068.75	\$ -	\$ 7,068.75
Total Operating Expenses	\$ 944,802.00	\$ 78,733.50	\$ 89,565.50	\$ 100,173.25	\$ 876,055.60
Operating Income (Loss)	\$ 253,943.00	\$ 21,161.92	\$ 6,547.18	\$ (5,765.05)	\$ 42,933.20

FY 2013 Budget Tracking					
Total Units: 213	Annual-2013	Monthly	September 2013	October 2013	2013 YTD Actual
Depreciation Expenses					
4800-Depreciation-Current Year	\$ -		\$ 26,615.00	\$ 26,615.00	\$ 266,150.00
Total Depreciation Expense	\$ -	\$ -	\$ 26,615.00	\$ 26,615.00	\$ 266,150.00
Surplus Credits & Charges					
6010-Prior Year Adj.-Affecting RR	\$ -	\$ -	\$ -	\$ (327.00)	\$ (1,781.92)
Total Surplus Credits & Charges	\$ -	\$ -	\$ -	\$ (327.00)	\$ (1,781.92)
Capital Expenditures					
7510-Principal Payments EPC	\$ 12,400.00	\$ 1,033.33	\$ 1,198.48	\$ 1,204.87	\$ 9,969.94
7520-Replacement of Equipment		\$ -	\$ -	\$ 1,136.70	\$ 8,928.30
7540-Betterments & Additions		\$ -	\$ -	\$ -	\$ 3,409.05
7590-Operating Expenditures Contra	\$ (12,400.00)	\$ (1,033.33)	\$ (1,198.48)	\$ (2,341.57)	\$ (22,307.29)
Total Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ -
HUD Net Income (Loss)	\$ 241,543.00	\$ 20,128.58	\$ 5,348.70	\$ (7,779.62)	\$ 22,407.83
GAAP Net Income (Loss)	\$ 253,943.00	\$ 21,161.92	\$ (20,067.82)	\$ (32,053.05)	\$ (221,434.88)

Housing Authority Accounting Specialists
PO Box 545
Sparta, WI 54656
608-272-3209

Redactions for compliance with Federal Privacy Act

To the Board of Directors
And Management

Manistee Housing Commission
Public Housing
273 Sixth Avenue
Manistee, MI 49660

Enclosed are the following reports for the month ending September 30, 2013. These reports have been compiled in accordance with Generally Accepted Accounting Principles.

- I. Financial Statements
- II. Journal Register
- III. General Ledger

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. This report is offered as a review of your past operations and is a basis for decisions for your future policies.

Respectfully Submitted:

Housing Authority Accounting Specialists, Inc.

**Manistee Housing Commission
Low Rent Public Housing
BALANCE SHEET
As of September 30, 2013**

ASSETS

CURRENT ASSETS

Cash

1111.2 - NOW Account	\$ 449,710.41
1111.3 - HRA Account	12,067.51
1117 - Petty Cash Fund	250.00
1118 - Change Fund	<u>50.00</u>

Total Cash 462,077.92

Receivables

1122 - Tenants Accounts Receivable	14,237.32
1122.1 - Allowance for Doubtful Accounts	<u>(3,316.22)</u>

Total Receivables 10,921.10

Investments

1162 - Investments	<u>50,679.69</u>
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Total Investments 50,679.69

Prepaid Expenses & Other Assets

1211 - Prepaid Insurance	17,115.13
1690 - Undistributed Debits	<u>7,599.23</u>

Total Prepaid Expenses & Other Assets 24,714.36

Total Current Assets 548,393.07

CAPITAL ASSETS

Land, Structures & Equipment

1400 - Construction in Progress-CFP	24,097.70
1400.6 - Land	360,271.62
1400.61 - Land Improvements	85,905.07
1400.7 - Buildings	4,657,515.77
1400.71 - Building Improvements	4,731,281.90
1400.72 - Non-dwelling Structures	7,050.00
1400.8 - Furn., Equip., Mach.-Dwellings	232,575.39
1400.9 - Furn., Equip., Mach.-Admin	481,248.05
1400.95 - Accumulated Depreciation-ALL	<u>(7,263,591.45)</u>

Total Land, Structures & Equipment 3,316,354.05

TOTAL CAPITAL ASSETS 3,316,354.05

TOTAL ASSETS \$ 3,864,747.12

**Manistee Housing Commission
Low Rent Public Housing
BALANCE SHEET
As of September 30, 2013**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable

2111 - Vendors and Contractors	\$ 34,336.64
2114 - Tenant Security Deposits	54,728.83
2117.10 - United Way	20.00
2117.12 - FSA Withheld	1,902.30
2117.3 - State Income Tax Withheld	718.66
2117.5 - Pension Withheld	<u>1,240.80</u>

Total Accounts Payable

92,947.23

Accrued Liabilities

2131 - EPC Loan - Current	3,633.91
2135 - Accrued Wages/Payroll Taxes Payable	13,392.45
2135.1 - Accrued Comp. Absences-Current	8,930.82
2137 - Payments in Lieu of Taxes	<u>28,080.00</u>

Total Accrued Liabilities

54,037.18

Total Current Liabilities

146,984.41

Non Current Liabilities

2132 - EPC Loan - Noncurrent	1,195,753.14
2135.3 - Accrued Comp. Absences-Non Current	<u>10,855.28</u>

Total Non Current Liabilities

1,206,608.42

Deferred Credits

Total Deferred Credits

0.00

TOTAL LIABILITIES/DEFERRED CREDITS

1,353,592.83

EQUITY

Unreserved Fund Balance

2806 - Unrestricted Net Assets	354,686.86
2806.1 - Invested in Capital Assets	2,312,438.58
2820 - HUD Operating Reserve - Memo	354,686.86
2820.1 - HUD Operating Reserve-Contra	(354,686.86)
Current Year Profit(Loss) - P/H	(189,381.83)
Current Year Profit(Loss) - 501-10 CFP	32,088.40
Current Year Profit(Loss) - 501-11 CFP	<u>1,322.28</u>

Total Unreserved Fund Balance

2,511,154.29

TOTAL EQUITY

2,511,154.29

TOTAL LIABILITIES/EQUITY

\$ 3,864,747.12

**Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT**

For the 1 Month and 9 Months Ended September 30, 2013

Units	1 Month Ended		9 Months		<u>BUDGET</u>	<u>PUM</u>	<u>OVER/UNDER</u>
214	<u>September 30, 2013</u>	<u>PUM</u>	<u>September 30, 2013</u>	<u>PUM</u>			
Operating Income							
Rental Income							
3110 - Dwelling Rental	52,074.00	243.34	446,333.00	231.74	600,000.00	233.64	153,667.00
3120 - Excess Utilities	<u>986.56</u>	4.61	<u>6,962.65</u>	3.62	<u>9,600.00</u>	3.74	<u>2,637.35</u>
Total Rental Income	53,060.56	247.95	453,295.65	235.36	609,600.00	237.38	156,304.35
Revenues - HUD PHA Grants							
3401.1 - Operating Grants	0.00	0.00	0.00	0.00	40,000.00	15.58	40,000.00
3401.2 - Operating Subsidy	<u>29,574.00</u>	138.20	<u>298,062.00</u>	154.76	<u>461,485.00</u>	179.71	<u>163,423.00</u>
Total HUD PHA Grants	29,574.00	138.20	298,062.00	154.76	501,485.00	195.28	203,423.00
Nonrental Income							
3610 - Interest Income-Gen. Fund	104.83	0.49	1,066.03	0.55	960.00	0.37	(106.03)
3689 - Tenant Income - Cable TV	4,314.00	20.16	39,473.86	20.50	54,000.00	21.03	14,526.14
3690 - Tenant Income	3,509.84	16.40	18,132.97	9.41	19,800.00	7.71	1,667.03
3690.1 - Non-Tenant Income	5,167.35	24.15	5,823.18	3.02	6,000.00	2.34	176.82
3690.4 - Laundry Income	0.00	0.00	6,904.54	3.58	6,000.00	2.34	(904.54)
3690.5 - Pop Machine Income	0.00	0.00	102.92	0.05	900.00	0.35	797.08
3690.6 - Fraud Recovery Revenue	<u>382.10</u>	1.79	<u>1,719.45</u>	0.89	<u>0.00</u>	0.00	<u>(1,719.45)</u>
Total Nonrental Income	<u>13,478.12</u>	62.98	<u>73,222.95</u>	38.02	<u>87,660.00</u>	34.14	<u>14,437.05</u>
Total Operating Income	<u>96,112.68</u>	449.12	<u>824,580.60</u>	428.13	<u>1,198,745.00</u>	466.80	<u>374,164.40</u>
Operating Expenses							
Routine Expense							
Administration							
4110 - Administrative Salaries	13,628.84	63.69	117,455.43	60.98	150,616.00	58.65	33,160.57
4130 - Legal Expense	0.00	0.00	11,899.78	6.18	15,000.00	5.84	3,100.22
4140 - Staff Training	0.00	0.00	350.00	0.18	5,000.00	1.95	4,650.00
4150 - Travel Expense	256.64	1.20	256.64	0.13	2,000.00	0.78	1,743.36
4170 - Accounting Fees	991.44	4.63	7,496.86	3.89	10,200.00	3.97	2,703.14
4171 - Auditing	0.00	0.00	0.00	0.00	9,000.00	3.50	9,000.00
4182 - Employee Benefits - Admin	7,542.18	35.24	39,523.76	20.52	38,445.00	14.97	(1,078.76)
4185 - Telephone	1,268.69	5.93	8,217.68	4.27	7,800.00	3.04	(417.68)
4190.1 - Publications	0.00	0.00	175.00	0.09	0.00	0.00	(175.00)
4190.2 - Membership Dues and Fees	0.00	0.00	1,051.50	0.55	1,020.00	0.40	(31.50)
4190.3 - Admin Service Contracts	880.11	4.11	16,896.38	8.77	12,000.00	4.67	(4,896.38)
4190.4 - Office Supplies	1,153.49	5.39	6,328.46	3.29	7,800.00	3.04	1,471.54
4190.5 - Other Sundry-Misc.	<u>1,289.45</u>	6.03	<u>9,191.19</u>	4.77	<u>15,600.00</u>	6.07	<u>6,408.81</u>
Total Administration	27,010.84	126.22	218,842.68	113.63	274,481.00	106.89	55,638.32
Tenant Services							
4220 - Rec., Pub., & Other Services	0.00	0.00	400.00	0.21	0.00	0.00	(400.00)
4221 - Resident Employee Stipend	900.00	4.21	8,938.00	4.64	10,020.00	3.90	1,082.00
4222 - Employee Benefits - Tenant Services	0.00	0.00	452.76	0.24	0.00	0.00	(452.76)
4230 - Contract Costs-Cable & Other	<u>3,920.79</u>	18.32	<u>35,308.97</u>	18.33	<u>45,600.00</u>	17.76	<u>10,291.03</u>
Total Tenant Services	4,820.79	22.53	45,099.73	23.42	55,620.00	21.66	10,520.27

**Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT**

For the 1 Month and 9 Months Ended September 30, 2013

Units	1 Month Ended		9 Months		<u>BUDGET</u>	<u>PUM</u>	<u>OVER/UNDER</u>
	<u>September 30, 2013</u>	<u>PUM</u>	<u>September 30, 2013</u>	<u>PUM</u>			
214							
Utilities							
4310 - Water & Sewer	4,734.52	22.12	36,997.11	19.21	34,800.00	13.55	(2,197.11)
4320 - Electricity	7,645.29	35.73	84,607.91	43.93	105,600.00	41.12	20,992.09
4330 - Gas	<u>1,125.42</u>	5.26	<u>23,120.68</u>	12.00	<u>43,200.00</u>	16.82	<u>20,079.32</u>
Total Utilities	13,505.23	63.11	144,725.70	75.14	183,600.00	71.50	38,874.30
Ordinary Maint. & Operation							
4410 - Labor Maintenance	6,888.50	32.19	70,097.77	36.40	89,180.00	34.73	19,082.23
4420 - Materials	3,375.18	15.77	33,485.76	17.39	28,800.00	11.21	(4,685.76)
4430.02 - Heating & Cooling Contracts	0.00	0.00	12,041.66	6.25	18,000.00	7.01	5,958.34
4430.04 - Elevator Contracts	1,082.50	5.06	10,441.11	5.42	14,400.00	5.61	3,958.89
4430.05 - Landscape & Grounds Contracts	0.00	0.00	8,052.86	4.18	2,400.00	0.93	(5,652.86)
4430.06 - Unit Turnaround Contracts	3,510.00	16.40	10,243.65	5.32	6,900.00	2.69	(3,343.65)
4430.07 - Electrical Contracts	83.25	0.39	2,748.63	1.43	1,980.00	0.77	(768.63)
4430.08 - Plumbing Contracts	0.00	0.00	3,400.84	1.77	1,020.00	0.40	(2,380.84)
4430.09 - Extermination Contracts	0.00	0.00	1,600.00	0.83	0.00	0.00	(1,600.00)
4430.11 - Routine Maintenance Contracts	0.00	0.00	4,641.53	2.41	3,900.00	1.52	(741.53)
4430.12 - Miscellaneous Contracts	0.00	0.00	7,098.09	3.69	6,000.00	2.34	(1,098.09)
4431 - Garbage Removal	1,262.00	5.90	9,554.66	4.96	9,300.00	3.62	(254.66)
4433 - Employee Benefits - Maint.	9,739.68	45.51	46,110.42	23.94	45,143.00	17.58	(967.42)
4434 - Employee Benefits-Retirees	200.00	0.93	900.00	0.47	1,200.00	0.47	300.00
4440 - Staff Training-Maintenance	0.00	0.00	795.00	0.41	5,000.00	1.95	4,205.00
4441 - Staff Travel-Maintenance	<u>240.50</u>	1.12	<u>240.50</u>	0.12	<u>2,000.00</u>	0.78	<u>1,759.50</u>
Total Ordinary Maint & Oper	26,381.61	123.28	221,452.48	114.98	235,223.00	91.60	13,770.52
Protective Services							
4480 - Security Contract Costs	<u>0.00</u>	0.00	<u>3,164.04</u>	1.64	<u>3,500.00</u>	1.36	<u>335.96</u>
Total Protective Services	0.00	0.00	3,164.04	1.64	3,500.00	1.36	335.96
General Expense							
4510 - Insurance	6,257.53	29.24	49,485.03	25.69	62,580.00	24.37	13,094.97
4520 - Payment in Lieu of Taxes	3,120.00	14.58	28,080.00	14.58	37,440.00	14.58	9,360.00
4550 - Compensated Absences	0.00	0.00	0.00	0.00	5,000.00	1.95	5,000.00
4570 - Collection Losses	0.00	0.00	169.66	0.09	5,000.00	1.95	4,830.34
4580 - Interest Expense	6,400.75	29.91	57,794.28	30.01	76,958.00	29.97	19,163.72
4590 - Other General Expense	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>5,400.00</u>	2.10	<u>5,400.00</u>
Total General Expense	15,778.28	73.73	135,528.97	70.37	192,378.00	74.91	56,849.03
Total Routine Expense	87,496.75	408.86	768,813.60	399.18	944,802.00	367.91	175,988.40
Non-Routine Expense							
Extraordinary Maintenance							
4610.3 - Extraordinary Maint-Contract Costs	<u>2,068.75</u>	9.67	<u>2,068.75</u>	1.07	<u>0.00</u>	0.00	<u>(2,068.75)</u>
Total Extraordinary Maint	2,068.75	9.67	2,068.75	1.07	0.00	0.00	(2,068.75)
Casualty Losses-Not Cap.							
4620.3 - Casualty Losses-Contract Costs	0.00	0.00	21,930.80	11.39	0.00	0.00	(21,930.80)
4620.4 - Insurance Proceeds	<u>0.00</u>	0.00	<u>(16,930.80)</u>	(8.79)	<u>0.00</u>	0.00	<u>16,930.80</u>
Total Casualty Losses	0.00	0.00	5,000.00	2.60	0.00	0.00	(5,000.00)
Total Non-Routine Expense	2,068.75	9.67	7,068.75	3.67	0.00	0.00	(7,068.75)
Total Operating Expenses	<u>89,565.50</u>	418.53	<u>775,882.35</u>	402.85	<u>944,802.00</u>	367.91	<u>168,919.65</u>

**Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT**

For the 1 Month and 9 Months Ended September 30, 2013

Units	1 Month Ended		9 Months		<u>BUDGET</u>	<u>PUM</u>	<u>OVER/UNDER</u>
	<u>September 30, 2013</u>	<u>PUM</u>	<u>September 30, 2013</u>	<u>PUM</u>			
214							
Operating Income (Loss)	<u>6,547.18</u>	30.59	<u>48,698.25</u>	25.28	<u>253,943.00</u>	98.89	<u>205,244.75</u>
Depreciation Expense							
4800 - Depreciation - Current Year	<u>26,615.00</u>	124.37	<u>239,535.00</u>	124.37	<u>0.00</u>	0.00	<u>(239,535.00)</u>
Total Depreciation Expense	<u>26,615.00</u>	124.37	<u>239,535.00</u>	124.37	<u>0.00</u>	0.00	<u>(239,535.00)</u>
Surplus Credits & Charges							
6010 - Prior Year Adj. - Affecting RR	<u>0.00</u>	0.00	<u>(1,454.92)</u>	(0.76)	<u>0.00</u>	0.00	<u>1,454.92</u>
Total Surplus Credits & Charges	<u>0.00</u>	0.00	<u>(1,454.92)</u>	(0.76)	<u>0.00</u>	0.00	<u>1,454.92</u>
Capital Expenditures							
7510 - Principal Payments - EPC	1,198.48	5.60	8,765.07	4.55	12,400.00	4.83	3,634.93
7520 - Replacement of Equipment	0.00	0.00	7,791.60	4.05	0.00	0.00	(7,791.60)
7540 - Betterments and Additions	0.00	0.00	3,409.05	1.77	0.00	0.00	(3,409.05)
7590 - Operating Expenditures-Contra	<u>(1,198.48)</u>	(5.60)	<u>(19,965.72)</u>	(10.37)	<u>(12,400.00)</u>	(4.83)	<u>7,565.72</u>
Total Capital Expenditures	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0.00</u>
HUD Net Income (Loss)	<u>5,348.70</u>	24.99	<u>30,187.45</u>	15.67	<u>241,543.00</u>	94.06	211,355.55
GAAP Net Income (Loss)	<u>(20,067.82)</u>	(93.77)	<u>(189,381.83)</u>	(98.33)	<u>253,943.00</u>	98.89	
Occupancy Percentage							
9996 - Actual Unit Months for REAC submit	211.00		1,907.00				
9998 - Unit Months - Memorandum	<u>214.00</u>		<u>1,926.00</u>				
Total Occupancy Percentage	<u>98.60%</u>		<u>99.01%</u>				
UNA as of: September 30, 2013			384,874.31				

**Manistee Housing Commission
Capital Fund 501-10
INCOME STATEMENT
For the 1 Month and 9 Months Ended September 30, 2013**

	1 Month Ended	9 Months Ended
1010	<u>September 30, 2013</u>	<u>September 30, 2013</u>
Revenues - HUD PHA Grants		
3401.1 - Operating Grants	0.00	22,045.98
3401.3 - Capital Grants	0.00	22,775.42
Total HUD PHA Grants	0.00	44,821.40
Nonrental Income		
Total Nonrental Income	0.00	0.00
Total Operating Income	0.00	44,821.40
Operating Expenses		
Administration		
4190.1 - Publications	0.00	1,124.00
4190.3 - Admin Service Contracts	0.00	1,615.00
Total Administration	0.00	2,739.00
Ordinary Maint. & Operation		
4430.02 - Heating & Cooling Contracts	0.00	864.00
4430.12 - Miscellaneous Contracts	0.00	9,130.00
Total Ordinary Maint. & Oper.	0.00	9,994.00
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	0.00	12,733.00
Net Income/(Loss)	0.00	32,088.40

See Accountants' Compilation Report

Manistee Housing Commission
Capital Fund 501-11
INCOME STATEMENT
For the 1 Month and 9 Months Ended September 30, 2013

	1 Month Ended	9 Months Ended
1011	<u>September 30, 2013</u>	<u>September 30, 2013</u>
Revenues - HUD PHA Grants		
3401.1 - Operating Grants	0.00	29,009.72
3401.3 - Capital Grants	0.00	<u>1,322.28</u>
Total HUD PHA Grants	<u>0.00</u>	<u>30,332.00</u>
Nonrental Income		
Total Nonrental Income	<u>0.00</u>	<u>0.00</u>
Total Operating Income	<u>0.00</u>	<u>30,332.00</u>
Operating Expenses		
Administration		
4110 - Administrative Salaries	0.00	16,567.32
4182 - Employee Benefits - Admin	0.00	<u>1,267.40</u>
Total Administration	<u>0.00</u>	<u>17,834.72</u>
Ordinary Maint. & Operation		
4430.02 - Heating & Cooling Contracts	0.00	2,518.00
4430.12 - Miscellaneous Contracts	0.00	<u>8,657.00</u>
Total Ordinary Maint & Oper	<u>0.00</u>	<u>11,175.00</u>
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>29,009.72</u>
Net Income/(Loss)	<u>0.00</u>	<u>1,322.28</u>

See Accountants' Compilation Report

**Manistee Housing Commission
Capital Fund 501-12
INCOME STATEMENT
For the 1 Month and 9 Months Ended September 30, 2013**

	1 Month Ended	9 Months Ended
1012	<u>September 30, 2013</u>	<u>September 30, 2013</u>
Revenues - HUD PHA Grants		
Total HUD PHA Grants	0.00	0.00
Nonrental Income		
Total Nonrental Income	<u>0.00</u>	<u>0.00</u>
Total Operating Income	<u>0.00</u>	<u>0.00</u>
Operating Expenses		
Administration		
Total Administration	0.00	0.00
Ordinary Maint. & Operation		
Total Ordinary Maint & Oper	0.00	0.00
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	<u>0.00</u>	<u>0.00</u>

Manistee Housing Commission
Capital Fund 501-10

Program ID:	1 Month Ended September 30, 2013	9 Months Ended September 30, 2013	BUDGET	OVER/UNDER
MI33P078501-10 **1510**				
Administration				
1406 - Operations	\$ 0.00	\$ 40,000.00	\$ 40,000.00	\$ 0.00
1408 - Management Improvements	0.00	21,484.00	24,000.00	2,516.00
1410.05 - Salary & Benefits-Staff	0.00	24,000.00	24,000.00	0.00
Total Administration	0.00	85,484.00	88,000.00	2,516.00
A & E				
1430.01 - Architect & Engineering Fees	0.00	11,857.37	20,000.00	8,142.63
1430.99 - A & E Fees - Soft Costs	0.00	14,086.33	0.00	(14,086.33)
Total A & E Fees	0.00	25,943.70	20,000.00	(5,943.70)
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
1450.03 - Parking Lot Improvements	0.00	0.00	10,000.00	10,000.00
Total Site Improvements	0.00	0.00	10,000.00	10,000.00
Dwelling Structures				
1460 - Dwelling Structures	0.00	13,532.05	104,219.00	90,686.95
1460.23 - Modernize Boiler Systems	0.00	24,544.00	0.00	(24,544.00)
1460.99 - Dwelling Structures-Soft Costs	0.00	7,513.95	0.00	(7,513.95)
Total Dwelling Structures	0.00	45,590.00	104,219.00	58,629.00
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
1475 - Nondwelling Equipment	0.00	8,000.00	8,000.00	0.00
Total Nondwelling Equip.	0.00	8,000.00	8,000.00	0.00
Demolition				
1485 - Demolition	0.00	0.00	12,500.00	12,500.00
1485.99 - Demolition-Soft Costs	0.00	720.00	0.00	(720.00)
Total Demolition	0.00	720.00	12,500.00	11,780.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	0.00	165,737.70	242,719.00	76,981.30
1600 - CFP Funding	0.00	175,050.68	242,719.00	67,668.32
Over/(Under) Funding	\$ 0.00	\$ (9,312.98)	\$ 0.00	\$ 9,312.98

Manistee Housing Commission
Capital Fund 501-11

Program ID:	1 Month Ended September 30, 2013	9 Months Ended September 30, 2013	BUDGET	OVER/UNDE R
MI33P078501-11 **1511**				
Administration				
1406 - Operations	\$ 0.00	\$ 40,000.00	\$ 40,000.00	\$ 0.00
1408 - Management Improvements	0.00	0.00	25,000.00	25,000.00
1410 - Administration	0.00	17,834.72	24,000.00	6,165.28
Total Administration	0.00	57,834.72	89,000.00	31,165.28
A & E				
1430 - A & E Fees	0.00	4,750.00	10,000.00	5,250.00
1430.01 - Architect & Engineering Fees	0.00	1,322.28	0.00	(1,322.28)
Total A & E Fees	0.00	6,072.28	10,000.00	3,927.72
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
Total Site Improvements	0.00	0.00	0.00	0.00
Dwelling Structures				
1460 - Dwelling Structures	0.00	4,533.32	105,179.00	100,645.68
1460.99 - Dwelling Structures-Soft Costs	0.00	11,175.00	0.00	(11,175.00)
Total Dwelling Structures	0.00	15,708.32	105,179.00	89,470.68
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
Total Nondwelling Equip.	0.00	0.00	0.00	0.00
Demolition				
Total Demolition	0.00	0.00	0.00	0.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	0.00	79,615.32	204,179.00	124,563.68
1600 - CFP Funding	0.00	79,615.32	204,179.00	124,563.68
Over/(Under) Funding	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Manistee Housing Commission
Capital Fund 501-12

Program ID:	1 Month Ended September 30, 2013	9 Months Ended September 30, 2013	BUDGET	OVER/UNDE R
MI33P078501-12 **1512**				
Administration				
1406 - Operations	\$ 0.00	\$ 0.00	\$ 40,000.00	\$ 40,000.00
1408 - Management Improvements	0.00	0.00	20,000.00	20,000.00
1410 - Administration	0.00	0.00	20,000.00	20,000.00
Total Administration	<u>0.00</u>	<u>0.00</u>	<u>80,000.00</u>	<u>80,000.00</u>
A & E				
1430 - A & E Fees	0.00	0.00	10,000.00	10,000.00
1430.99 - A & E Fees - Soft Costs	0.00	2,061.25	0.00	(2,061.25)
Total A & E Fees	<u>0.00</u>	<u>2,061.25</u>	<u>10,000.00</u>	<u>7,938.75</u>
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
Total Site Improvements	0.00	0.00	0.00	0.00
Dwelling Structures				
1460 - Dwelling Structures	0.00	0.00	101,849.00	101,849.00
Total Dwelling Structures	<u>0.00</u>	<u>0.00</u>	<u>101,849.00</u>	<u>101,849.00</u>
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
Total Nondwelling Equip.	0.00	0.00	0.00	0.00
Demolition				
Total Demolition	0.00	0.00	0.00	0.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	<u>0.00</u>	<u>2,061.25</u>	<u>191,849.00</u>	<u>189,787.75</u>
1600 - CFP Funding	<u>0.00</u>	<u>2,061.25</u>	<u>191,849.00</u>	<u>189,787.75</u>
Over/(Under) Funding	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**Manistee Housing Commission
Cash Disbursements-West Shore Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
09/01/13	5388	V	10014221	██████████	100.00	100.00
09/01/13	5389	V	10014221	██████████	200.00	200.00
09/01/13	5390		10014221	██████████	100.00	100.00
09/01/13	5391	V	10014221	██████████	200.00	200.00
09/01/13	5392	V	10014221	██████████	200.00	200.00
09/01/13	5393		10014221	██████████	100.00	100.00
09/01/13	5394	V	10012131	Oswego Comm. Bank	1,198.48	
09/01/13	5394	V	10014580	Oswego Comm. Bank	6,400.75	
09/01/13	5394	V	10017510	Oswego Comm. Bank	1,198.48	
09/01/13	5394	V	10017590	Oswego Comm. Bank	(1,198.48)	7,599.23
09/01/13	5395	V	10011690	CK 5395 in August	0.00	
09/03/13	5396	V	10014185	Charter Business	123.19	
09/03/13	5396	V	10014230	Charter Business	3,920.79	4,043.98
09/03/13	5397	V	10014320	Consumers Energy	7,640.57	7,640.57
09/03/13	5398	V	10014420	HD Supply Facilities Mtce	98.86	98.86
09/03/13	5399		10011211	Housing Insurance Services, Inc.	7,336.00	7,336.00
09/03/13	5400		10014190.5	McCardel Water Conditioning	24.39	
09/03/13	5400		10014420	McCardel Water Conditioning	398.81	423.20
09/03/13	5401	V	10014190.3	Next IT	50.00	50.00
09/03/13	5402	V	10014434	Noble Holmes	200.00	200.00
09/03/13	5403		10014150	PNC Bank	119.00	
09/03/13	5403		10014190.5	PNC Bank	389.92	508.92
09/03/13	5404	V	10014430.04	Schindler Elevator Corp.	1,082.50	1,082.50
09/03/13	5405	V	10014420	State Industrial Products	493.20	493.20
09/09/13	5406		10014420	Amor Sign Studios Inc.	107.20	107.20
09/09/13	5407	V	10014510	AmTrust North America Inc	795.00	795.00
09/09/13	5408	V	10014185	AT & T	622.58	622.58
09/09/13	5409	V	10014185	AT & T Long Distance	48.00	48.00
09/09/13	5410	V	10014185	AT & T Mobility	424.79	424.79
09/09/13	5411		10014420	Cadillac Plbg. & Htg. Supply Co., Inc.	357.98	357.98
09/09/13	5412	V	10014310	City of Manistee	4,734.52	4,734.52
09/09/13	5413		10012114	██████████	448.00	448.00
09/09/13	5414		10014430.06	Haglund's Floor Covering, Inc.	3,510.00	3,510.00
09/09/13	5415	V	10014420	HD Supply Facilities Mtce	278.80	278.80
09/09/13	5416	V	10014170	H.A.A.S., Inc.	917.44	917.44

**Manistee Housing Commission
Cash Disbursements-West Shore Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
09/09/13	5417	V	10014190.3	Housing Data Systems	135.00	135.00
09/09/13	5418	V	10014190.4	Jackpine Business Centers	344.06	344.06
09/09/13	5419	V	10014190.3	Kushner & Company	52.02	52.02
09/09/13	5420	V	10012119.2	Manistee Hsg Commission	632.00	632.00
09/09/13	5421	V	10014420	Olson Lumber Company	216.94	216.94
09/09/13	5422	V	10014190.5	The PI Company	118.70	118.70
09/09/13	5423	V	10014190.5	The Pioneer Group	756.44	756.44
09/09/13	5424	V	10014420	Sherwin-Williams Co.	607.10	607.10
09/10/13	5425		10011122	██████████	180.00	
09/10/13	5425		10012114	██████████	323.00	503.00
09/10/13	5426		10012137	City of Manistee	40,810.61	40,810.61
09/11/13	5427		10011122	██████████	70.00	
09/11/13	5427		10012114	██████████	192.00	262.00
09/17/13	5428	V	10014431	Allied Waste Services	1,262.00	1,262.00
09/17/13	5429		10014441	Anthony Mastrapasqua	240.50	240.50
09/17/13	5430	V	10014420	Blarney Castle Fleet Program	181.21	181.21
09/17/13	5431		10014150	Clinton McKinven-Copus	137.64	137.64
09/17/13	5432	V	10014320	Consumers Energy	4.72	4.72
09/17/13	5433	V	10014170	Daniel D. Laskey Co., PC	74.00	74.00
09/17/13	5434	V	10014330	DTE Energy	1,125.42	1,125.42
09/17/13	5435		10014610.3	Eftaxiadis Consulting Inc	1,168.75	1,168.75
09/17/13	5436	V	10014420	Fastenal Company	635.08	635.08
09/17/13	5437		10014610.3	Northern Analytical Services, LLC	900.00	900.00
09/17/13	5438		10012114	██████████	212.00	212.00
09/17/13	5439	V	10012117.4	Priority Health	573.50	
09/17/13	5439	V	10014182	Priority Health	2,550.86	
09/17/13	5439	V	10014433	Priority Health	4,000.53	7,124.89
09/17/13	5440	V	10014190.4	Staples Credit Plan	809.43	809.43
09/17/13	5441	V	10014430.07	Top Line Electric	83.25	83.25
09/23/13	5442	V	10014190.3	Applied Imaging	237.09	237.09
09/23/13	5443	V	10014185	AT & T Long Distance	50.13	50.13
09/23/13	5444	V	10014190.3	Next IT	406.00	406.00
09/23/13	5445	V	10014182	Principal Financial Group	726.24	
09/23/13	5445	V	10014433	Principal Financial Group	1,042.32	1,768.56

**Manistee Housing Commission
Cash Disbursements-West Shore Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
09/23/13	5446	V	10012117.4	Priority Health	771.99	
09/23/13	5446	V	10014182	Priority Health	2,489.64	
09/23/13	5446	V	10014433	Priority Health	3,268.59	6,530.22
09/23/13	5447	V	10014182	Sun Life Financial	711.05	
09/23/13	5447	V	10014433	Sun Life Financial	852.53	1,563.58
09/23/13	5448	V	10014182	VSP	60.99	
09/23/13	5448	V	10014433	VSP	87.13	148.12
09/30/13	MI078		10011111.2	Checks 5388 - 5448	(111,721.23)	<u>(111,721.23)</u>
				Transaction Balance		<u><u>0.00</u></u>

Total Debits 112,919.71 Total Credits 112,919.71 A/C Hash Total 771073111.270

Number of Transactions 77

**Manistee Housing Commission
Cash Receipts Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
09/30/13	159		10011111.2	September Cash Receipts	64,752.99	
09/30/13	159		10011122	September TAR Collections	(56,669.04)	
09/30/13	159		10012114	Tenant Security/Pet Deposits	(1,902.50)	
09/30/13	159		10012119.2	September Cash Receipts	(632.00)	
09/30/13	159		10013690.1	HAPI/HARRG Dividends	(4,360.17)	
09/30/13	159		10013690.1	Laundry Income	(807.18)	
09/30/13	159		10013690.6	Fraud Recovery - Wisniewski	(382.10)	
09/30/13	159		20011122	September TAR Collections	(632.00)	
09/30/13	159		20011129.4	September Cash Receipts	632.00	
09/30/13	160		10011111.2	Operating Subsidy	6,920.00	
09/30/13	160		10013401.2	Operating Subsidy	(6,920.00)	
09/30/13	161		10011111.2	Operating Subsidy	22,654.00	
09/30/13	161		10013401.2	Operating Subsidy	(22,654.00)	
09/30/13	162		10011111.2	NOW Interest	0.16	
09/30/13	162		10013610	NOW Interest	(0.16)	
09/30/13	163		10011111.2	REPO Interest	104.18	
09/30/13	163		10013610	REPO Interest	(104.18)	
09/30/13	164		10011111.3	HRA Interest	0.49	
09/30/13	164		10013610	HRA Interest	(0.49)	
					Transaction Balance	<u>0.00</u>

Total Debits 95,063.82

Total Credits 95,063.82

A/C Hash Total 210232977.100

Number of Transactions 19

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
09/30/13	383		10011122	To record charges to tenants per Sept 2013 MSO.	60,380.40	
09/30/13	383		10013110	To record charges to tenants per Sept 2013 MSO.	(52,074.00)	
09/30/13	383		10013120	To record charges to tenants per Sept 2013 MSO.	(986.56)	
09/30/13	383		10013689	To record charges to tenants per Sept 2013 MSO.	(4,314.00)	
09/30/13	383		10013690	To record charges to tenants per Sept 2013 MSO.	(3,005.84)	
09/30/13	384		10011122	To record transfers of security deposits to A/R per Sept 2013 MSO.	(1,150.76)	
09/30/13	384		10012114	To record transfers of security deposits to A/R per Sept 2013 MSO.	1,150.76	
09/30/13	385		10012114	To record forfeiture of security deposit & non refundable pet deposits per Sept 2013 MSO.	504.00	
09/30/13	385		10013690	To record forfeiture of security deposit & non refundable pet deposits per Sept 2013 MSO.	(504.00)	
09/30/13	386		10011111.3	To record HRA transactions per Sept 2013 bank statement.	(113.75)	
09/30/13	386		10012117.12	To record HRA transactions per Sept 2013 bank statement.	113.75	
09/30/13	387		10011111.2	To record MiSDU debits per Sept 2013 bank statement.	(35.40)	
09/30/13	387		10012117.8	To record MiSDU debits per Sept 2013 bank statement.	35.40	
09/30/13	388		10011111.2	To record MERS debit per Sept 2013 bank statement.	(1,253.03)	
09/30/13	388		10012117.5	To record MERS debit per Sept 2013 bank statement.	1,253.03	
09/30/13	389		10011111.2	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	(5,368.97)	
09/30/13	389		10012117.1	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	1,209.19	
09/30/13	389		10012117.11	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	282.79	
09/30/13	389		10012117.2	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	1,651.00	
09/30/13	389		10012117.3	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	734.01	
09/30/13	389		10014182	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	1,003.40	
09/30/13	389		10014433	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.	488.58	
09/30/13	390		10011111.2	To record CK 5456 (Oct 2013) that cleared the bank in September.	(7,599.23)	
09/30/13	390		10011690	To record CK 5456 (Oct 2013) that		

**Manistee Housing Commission
Journal Entry Journal**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
				cleared the bank in September.	7,599.23	
09/30/13	A1	S	10019998	To record unit months for PUM calculation.	214.00	
09/30/13	A1	S	10019999	To record unit months for PUM calculation.	(214.00)	
09/30/13	A2	S	10012137	To record estimated monthly PILOT expense.	(3,120.00)	
09/30/13	A2	S	10014520	To record estimated monthly PILOT expense.	3,120.00	
09/30/13	A3	S	10011400.95	To record estimated monthly depreciation expense.	(26,615.00)	
09/30/13	A3	S	10014800	To record estimated monthly depreciation expense.	26,615.00	
09/30/13	PAY2013		10011111.2	Payroll Journal Entry	(14,232.30)	
09/30/13	PAY2013		10012117.1	Payroll Journal Entry	(1,209.19)	
09/30/13	PAY2013		10012117.10	Payroll Journal Entry	(20.00)	
09/30/13	PAY2013		10012117.11	Payroll Journal Entry	(282.79)	
09/30/13	PAY2013		10012117.12	Payroll Journal Entry	(242.30)	
09/30/13	PAY2013		10012117.2	Payroll Journal Entry	(1,651.00)	
09/30/13	PAY2013		10012117.3	Payroll Journal Entry	(718.66)	
09/30/13	PAY2013		10012117.4	Payroll Journal Entry	(771.99)	
09/30/13	PAY2013		10012117.5	Payroll Journal Entry	(1,240.80)	
09/30/13	PAY2013		10012117.6	Payroll Journal Entry	(3.00)	
09/30/13	PAY2013		10012117.8	Payroll Journal Entry	(35.40)	
09/30/13	PAY2013		10012117.9	Payroll Journal Entry	(109.91)	
09/30/13	PAY2013		10014110	Payroll Journal Entry	13,628.84	
09/30/13	PAY2013		10014410	Payroll Journal Entry	6,888.50	
09/30/13	RT1	S	10019996	To record actual units leased for REAC reporting purposes.	211.00	
09/30/13	RT1	S	10019997	To record actual units leased for REAC reporting purposes.	(211.00)	
09/30/13	RT2	S	10011211	To record monthly insurance write off.	(5,462.53)	
09/30/13	RT2	S	10014510	To record monthly insurance write off.	5,462.53	
				Transaction Balance		<u>0.00</u>

Total Debits 132,545.41 Total Credits 132,545.41 A/C Hash Total 480625944.510

Number of Transactions 48

**Manistee Housing Commission
Payroll Disbursements Journal**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
09/11/13	12569	V	10012117.10	United Way of Manistee Co.	20.00	20.00
09/11/13	12577	V	10012117.6	United Steel Workers	3.00	3.00
09/11/13	12578	V	10011111.3	West Shore Bank	121.15	121.15
09/23/13	12586	V	10012117.9	United Steel Workers	109.91	109.91
09/23/13	12587	V	10011111.3	West Shore Bank	121.15	121.15
09/30/13	MI078		10011111.2	Sept 2013 Payroll Disbursements	(375.21)	<u>(375.21)</u>
					Transaction Balance	<u><u>0.00</u></u>

Total Debits 375.21 Total Credits 375.21 A/C Hash Total 60069686.400

Number of Transactions 6

**Manistee Housing Commission
Journal Entry Report - Payroll**

Ref.	Date	G/L Account	Description	Debit	Credit
Payroll Checks					
89.09	09/30/13	10011111.2	NOW Account		14,232.30
89.09	09/30/13	10012117.1	Social Security Withheld		1,209.19
89.09	09/30/13	10012117.10	United Way		20.00
89.09	09/30/13	10012117.11	Medicare Withheld		282.79
89.09	09/30/13	10012117.12	FSA Withheld		242.30
89.09	09/30/13	10012117.13	403b Withheld		0.00
89.09	09/30/13	10012117.2	Federal Income Tax Withl		1,651.00
89.09	09/30/13	10012117.3	State Income Tax Withhel		718.66
89.09	09/30/13	10012117.4	125 Medical Withheld		771.99
89.09	09/30/13	10012117.5	Pension Withheld		1,240.80
89.09	09/30/13	10012117.6	PAC Withheld		3.00
89.09	09/30/13	10012117.8	Friend of Court Withheld		35.40
89.09	09/30/13	10012117.9	Union Dues Withheld		109.91
89.09	09/30/13	10012119	Accounts Payable - Other		0.00
89.09	09/30/13	10014110	Administrative Salaries	13,628.84	
89.09	09/30/13	10014410	Labor, Maintenance	6,888.50	
16 Journal Entries			Total	<u>20,517.34</u>	<u>20,517.34</u>

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Anthony - Anthony Mastrapasqua Check #12570 09/11/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	60.71	Union Dues	16.68
			FICA-Med	14.19	Union PAC (1)	1.00
			Federal W/H	0.00	125 Medical	60.86
			State W/H	38.55	Mers	72.17
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>113.45</u>		<u>150.71</u>
Number of Periods: 1					NET PAY:	775.84
Company Expenses:		FICA-SS: 60.70	FICA-Med: 14.20	FUTA: 0.00		
Anthony - Anthony Mastrapasqua Check #12579 09/25/13						
Salaried Wages	0.0000	1,098.50	FICA-SS	62.79	Union Dues	17.59
			FICA-Med	14.69	Union PAC (1)	0.00
			Federal W/H	0.00	125 Medical	85.80
			State W/H	40.24	Mers	65.91
TOTALS	<u>0.0000</u>	<u>1,098.50</u>		<u>117.72</u>		<u>169.30</u>
Number of Periods: 1					NET PAY:	811.48
Company Expenses:		FICA-SS: 62.79	FICA-Med: 14.68	FUTA: 0.00		
Beverly - Beverly A. Pahoski Check #12574 09/11/13						
Salaried Wages	0.0000	1,080.00	FICA-SS	66.96	Mers	64.80
			FICA-Med	15.66	United Way(2)	5.00
			Federal W/H	122.00	FSA	0.00
			State W/H	53.15		
TOTALS	<u>0.0000</u>	<u>1,080.00</u>		<u>257.77</u>		<u>69.80</u>
Number of Periods: 1					NET PAY:	752.43
Company Expenses:		FICA-SS: 66.96	FICA-Med: 15.66	FUTA: 0.00		
Beverly - Beverly A. Pahoski Check #12583 09/25/13						
Salaried Wages	0.0000	1,180.00	FICA-SS	73.16	Mers	70.80
			FICA-Med	17.11	United Way(2)	5.00
			Federal W/H	137.00	FSA	0.00
			State W/H	57.14		
TOTALS	<u>0.0000</u>	<u>1,180.00</u>		<u>284.41</u>		<u>75.80</u>
Number of Periods: 1					NET PAY:	819.79
Company Expenses:		FICA-SS: 73.16	FICA-Med: 17.11	FUTA: 0.00		
Clinton - Clinton E. Copus II Check #12572 09/11/13						
Salaried Wages	0.0000	3,086.54	FICA-SS	181.63	Mers	185.19
			FICA-Med	42.48	FSA	96.15
			Federal W/H	284.00	125 Medical	60.86
			State W/H	103.72		
TOTALS	<u>0.0000</u>	<u>3,086.54</u>		<u>611.83</u>		<u>342.20</u>
Number of Periods: 1					NET PAY:	2,132.51
Company Expenses:		FICA-SS: 181.63	FICA-Med: 42.48	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			
Clinton - Clinton E. Copus II Check #12581 09/25/13						
Salaried Wages	0.0000	3,086.54	FICA-SS	180.08	Mers	185.19
			FICA-Med	42.12	FSA	96.15
			Federal W/H	281.00	125 Medical	85.80
			State W/H	102.66		
TOTALS	<u>0.0000</u>	<u>3,086.54</u>		<u>605.86</u>		<u>367.14</u>
Number of Periods: 1					NET PAY:	2,113.54
Company Expenses:		FICA-SS: 180.08	FICA-Med: 42.12	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Kevin - Kevin Helminiak Check #12571 09/11/13						
Salaried Wages	0.0000	1,350.00	FICA-SS	83.22	Union Dues	21.38
			FICA-Med	19.46	Union PAC (1)	1.00
			Federal W/H	69.00	Child Support	17.70
			State W/H	40.69	125 Medical	7.76
					Mers	81.00
TOTALS	0.0000	1,350.00		212.37		128.84
Number of Periods: 1					NET PAY:	1,008.79
Company Expenses:		FICA-SS: 83.22 FICA-Med: 19.46 FUTA: 0.00				
		MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00				
Kevin - Kevin Helminiak Check #12580 09/25/13						
Salaried Wages	0.0000	1,320.00	FICA-SS	76.53	Union Dues	20.90
			FICA-Med	17.89	Union PAC (1)	0.00
			Federal W/H	53.00	Child Support	17.70
			State W/H	36.17	125 Medical	85.80
					Mers	79.20
TOTALS	0.0000	1,320.00		183.59		203.60
Number of Periods: 1					NET PAY:	932.81
Company Expenses:		FICA-SS: 76.52 FICA-Med: 17.90 FUTA: 0.00				
		MI SUTA-Base Rate: 0.00 MI SUTA-Obligation A: 0.00				
Lorna - Lorna J. Perski Check #12573 09/11/13						
Salaried Wages	0.0000	1,877.88	FICA-SS	112.65	Mers	112.67
			FICA-Med	26.35	United Way(2)	5.00
			Federal W/H	248.00	403-b	0.00
			State W/H	65.98	125 Medical	60.86
TOTALS	0.0000	1,877.88		452.98		178.53
Number of Periods: 1					NET PAY:	1,246.37
Company Expenses:		FICA-SS: 112.65 FICA-Med: 26.35 FUTA: 0.00				
Lorna - Lorna J. Perski Check #12582 09/25/13						
Salaried Wages	0.0000	1,877.88	FICA-SS	111.11	Mers	112.67
			FICA-Med	25.98	United Way(2)	5.00
			Federal W/H	242.00	403-b	0.00
			State W/H	64.92	125 Medical	85.80
TOTALS	0.0000	1,877.88		444.01		203.47
Number of Periods: 1					NET PAY:	1,230.40
Company Expenses:		FICA-SS: 111.10 FICA-Med: 25.99 FUTA: 0.00				
Monica - Monica Otis Check #12576 09/11/13						
Salaried Wages	0.0000	720.00	FICA-SS	44.16	Mers	43.20
			FICA-Med	10.32	125 Medical	7.76
			Federal W/H	71.00		
			State W/H	28.43		
TOTALS	0.0000	720.00		153.91		50.96
Number of Periods: 1					NET PAY:	515.13
Company Expenses:		FICA-SS: 44.16 FICA-Med: 10.33 FUTA: 0.00				
Monica - Monica Otis Check #12585 09/25/13						
Salaried Wages	0.0000	720.00	FICA-SS	43.45	Mers	43.20
			FICA-Med	10.17	125 Medical	19.10
			Federal W/H	69.00		
			State W/H	27.95		
TOTALS	0.0000	720.00		150.57		62.30
Number of Periods: 1					NET PAY:	507.13
Company Expenses:		FICA-SS: 43.46 FICA-Med: 10.16 FUTA: 0.00				

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Robert - Robert Krolczyk Check #12575 09/11/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	57.44	Mers	62.40
			FICA-Med	13.43	Union PAC (1)	1.00
			Federal W/H	39.00	Union Dues	16.68
			State W/H	30.26	FSA	25.00
					125 Medical	88.65
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>140.13</u>		<u>193.73</u>
Number of Periods: 1					NET PAY:	706.14
Company Expenses:		FICA-SS: 57.44	FICA-Med: 13.43	FUTA: 0.00		
Robert - Robert Krolczyk Check #12584 09/25/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	55.30	Mers	62.40
			FICA-Med	12.94	Union PAC (1)	0.00
			Federal W/H	36.00	Union Dues	16.68
			State W/H	28.80	FSA	25.00
					125 Medical	122.94
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>133.04</u>		<u>227.02</u>
Number of Periods: 1					NET PAY:	679.94
Company Expenses:		FICA-SS: 55.31	FICA-Med: 12.93	FUTA: 0.00		

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 14					
Salaried Wages	0.0000	20,517.34	FICA-SS	1,209.19	Mers	1,240.80
			FICA-Med	282.79	United Way(2)	20.00
			Federal W/H	1,651.00	FSA	242.30
			State W/H	718.66	125 Medical	771.99
					403-b	0.00
					Union Dues	109.91
					Union PAC (1)	3.00
					Child Support	35.40
TOTALS	<u>0.0000</u>	<u>20,517.34</u>		<u>3,861.64</u>		<u>2,423.40</u>
					NET PAY:	14,232.30
Company Expenses:		FICA-SS: 1,209.18	FICA-Med: 282.80	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10011111.2 NOW Account				495,864.45		
09/30/13	159		September Cash Receipts		64,752.99	
09/30/13	160		Operating Subsidy		6,920.00	
09/30/13	161		Operating Subsidy		22,654.00	
09/30/13	162		NOW Interest		0.16	
09/30/13	163		REPO Interest		104.18	
09/30/13	387		To record MiSDU debits per Sept 2013 bank statement.		(35.40)	
09/30/13	388		To record MERS debit per Sept 2013 bank statement.		(1,253.03)	
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		(5,368.97)	
09/30/13	390		To record CK 5456 (Oct 2013) that cleared the bank in September.		(7,599.23)	
09/30/13	MI078		Checks 5388 - 5448		(111,721.23)	
09/30/13	MI078		Sept 2013 Payroll Disbursements		(375.21)	
09/30/13	PAY2013		Payroll Journal Entry		(14,232.30)	
					<u>(46,154.04)</u>	<u>449,710.41</u>
10011111.3 HRA Account				11,938.47		
09/30/13	164		HRA Interest		0.49	
09/30/13	386		To record HRA transactions per Sept 2013 bank statement.		(113.75)	
09/11/13	12578	V	West Shore Bank		121.15	
09/23/13	12587	V	West Shore Bank		121.15	
					<u>129.04</u>	<u>12,067.51</u>
10011117 Petty Cash Fund				250.00		
					<u>0.00</u>	<u>250.00</u>
10011118 Change Fund				50.00		
					<u>0.00</u>	<u>50.00</u>
10011122 Tenants Accounts Receivable				11,426.72		
09/30/13	159		September TAR Collections		(56,669.04)	
09/30/13	383		To record charges to tenants per Sept 2013 MSO.		60,380.40	
09/30/13	384		To record transfers of security deposits to A/R per Sept 2013 MSO.		(1,150.76)	
09/10/13	5425		██████████		180.00	
09/11/13	5427		██████████		70.00	
					<u>2,810.60</u>	<u>14,237.32</u>
10011122.1 Allowance for Doubtful Accounts				(3,316.22)		
					<u>0.00</u>	<u>(3,316.22)</u>
10011162 General Fund Investments				50,679.69		
					<u>0.00</u>	<u>50,679.69</u>
10011211 Prepaid Insurance				15,241.66		
09/03/13	5399		Housing Insurance Services, Inc.		7,336.00	
09/30/13	RT2	S	To record monthly insurance write off.		(5,462.53)	
					<u>1,873.47</u>	<u>17,115.13</u>
10011400 Construction in Progress-CFP				24,097.70		
					<u>0.00</u>	<u>24,097.70</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
	10011400.6		Land	360,271.62		
					0.00	360,271.62
	10011400.61		Land Improvements	85,905.07		
					0.00	85,905.07
	10011400.7		Buildings	4,657,515.77		
					0.00	4,657,515.77
	10011400.71		Building Improvements	4,731,281.90		
					0.00	4,731,281.90
	10011400.72		Non-dwelling Structures	7,050.00		
					0.00	7,050.00
	10011400.8		Furn., Equip., Mach.-Dwellings	232,575.39		
					0.00	232,575.39
	10011400.9		Furn., Equip., Mach.-Admin	481,248.05		
					0.00	481,248.05
	10011400.95		Accumulated Depreciation-ALL	(7,236,976.45)		
09/30/13	A3	S	To record estimated monthly depreciation expense.		(26,615.00)	
					(26,615.00)	(7,263,591.45)
	10011690		Undistributed Debits	0.00		
09/30/13	390		To record CK 5456 (Oct 2013) that cleared the bank in September.		7,599.23	
09/01/13	5395	V	CK 5395 in August		0.00	
					7,599.23	7,599.23
	10012111		Vendors and Contractors	(34,336.64)		
					0.00	(34,336.64)
	10012114		Tenant Security Deposits	(55,656.09)		
09/30/13	159		Tenant Security/Pet Deposits		(1,902.50)	
09/30/13	384		To record transfers of security deposits to A/R per Sept 2013 MSO.		1,150.76	
09/30/13	385		To record forfeiture of security deposit & non refundable pet deposits per Sept 2013 MSO.		504.00	
09/09/13	5413		██████████		448.00	
09/10/13	5425		██████████		323.00	
09/11/13	5427		██████████		192.00	
09/17/13	5438		██████████		212.00	
					927.26	(54,728.83)
	10012117.1		Social Security Withheld	0.00		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		1,209.19	

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10012117.1 Social Security Withheld (cont.)						
09/30/13	PAY2013		Payroll Journal Entry		(1,209.19)	
					<u>0.00</u>	<u>0.00</u>
10012117.10 United Way				(20.00)		
09/11/13	12569	V	United Way of Manistee Co.		20.00	
09/30/13	PAY2013		Payroll Journal Entry		(20.00)	
					<u>0.00</u>	<u>(20.00)</u>
10012117.11 Medicare Withheld				0.00		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		282.79	
09/30/13	PAY2013		Payroll Journal Entry		(282.79)	
					<u>0.00</u>	<u>0.00</u>
10012117.12 FSA Withheld				(1,773.75)		
09/30/13	386		To record HRA transactions per Sept 2013 bank statement.		113.75	
09/30/13	PAY2013		Payroll Journal Entry		(242.30)	
					<u>(128.55)</u>	<u>(1,902.30)</u>
10012117.2 Federal Income Tax Withheld				0.00		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		1,651.00	
09/30/13	PAY2013		Payroll Journal Entry		(1,651.00)	
					<u>0.00</u>	<u>0.00</u>
10012117.3 State Income Tax Withheld				(734.01)		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		734.01	
09/30/13	PAY2013		Payroll Journal Entry		(718.66)	
					<u>15.35</u>	<u>(718.66)</u>
10012117.4 125 Medical Withheld				(573.50)		
09/17/13	5439	V	Priority Health		573.50	
09/23/13	5446	V	Priority Health		771.99	
09/30/13	PAY2013		Payroll Journal Entry		(771.99)	
					<u>573.50</u>	<u>0.00</u>
10012117.5 Pension Withheld				(1,253.03)		
09/30/13	388		To record MERS debit per Sept 2013 bank statement.		1,253.03	
09/30/13	PAY2013		Payroll Journal Entry		(1,240.80)	
					<u>12.23</u>	<u>(1,240.80)</u>
10012117.6 PAC Withheld				0.00		
09/11/13	12577	V	United Steel Workers		3.00	
09/30/13	PAY2013		Payroll Journal Entry		(3.00)	
					<u>0.00</u>	<u>0.00</u>
10012117.8 Friend of Court Withheld				0.00		
09/30/13	387		To record MiSDU debits per Sept 2013 bank statement.		35.40	
09/30/13	PAY2013		Payroll Journal Entry		(35.40)	

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10012117.8 Friend of Court Withheld (cont.)					0.00	0.00
10012117.9 Union Dues Withheld				0.00		
09/23/13	12586	V	United Steel Workers		109.91	
09/30/13	PAY2013		Payroll Journal Entry		(109.91)	
					0.00	0.00
10012119.2 Interfund Payble - DVG				0.00		
09/30/13	159		September Cash Receipts		(632.00)	
09/09/13	5420	V	Manistee Hsg Commission		632.00	
					0.00	0.00
10012131 EPC Loan - Current				(4,832.39)		
09/01/13	5394	V	Oswego Comm. Bank		1,198.48	
					1,198.48	(3,633.91)
10012132 EPC Loan - Noncurrent				(1,195,753.14)		
					0.00	(1,195,753.14)
10012135 Accrued Salaries and Wages				(13,392.45)		
					0.00	(13,392.45)
10012135.1 Accrued Comp. Absences-Current				(8,930.82)		
					0.00	(8,930.82)
10012135.3 Accrued Comp. Absences-Non Current				(10,855.28)		
					0.00	(10,855.28)
10012137 Payments in Lieu of Taxes				(65,770.61)		
09/10/13	5426		City of Manistee		40,810.61	
09/30/13	A2	S	To record estimated monthly PILOT expense.		(3,120.00)	
					37,690.61	(28,080.00)
10012806 Unrestricted Net Assets				(354,686.86)		
					0.00	(354,686.86)
10012806.1 Invested in Capital Assets				(2,312,438.58)		
					0.00	(2,312,438.58)
10012820 HUD Operating Reserve - Memo				(354,686.86)		
					0.00	(354,686.86)
10012820.1 HUD Operating Reserve-Contra				354,686.86		
					0.00	354,686.86
10013110 Dwelling Rental				(394,259.00)		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10013110 Dwelling Rental (cont.)						
09/30/13	383		To record charges to tenants per Sept 2013 MSO.		(52,074.00)	
					<u>(52,074.00)</u>	<u>(446,333.00)</u>
10013120 Excess Utilities				(5,976.09)		
09/30/13	383		To record charges to tenants per Sept 2013 MSO.		(986.56)	
					<u>(986.56)</u>	<u>(6,962.65)</u>
10013401.2 Operating Subsidy				(268,488.00)		
09/30/13	160		Operating Subsidy		(6,920.00)	
09/30/13	161		Operating Subsidy		(22,654.00)	
					<u>(29,574.00)</u>	<u>(298,062.00)</u>
10013610 Interest Income-Gen. Fund				(961.20)		
09/30/13	162		NOW Interest		(0.16)	
09/30/13	163		REPO Interest		(104.18)	
09/30/13	164		HRA Interest		(0.49)	
					<u>(104.83)</u>	<u>(1,066.03)</u>
10013689 Tenant Income - Cable TV				(35,159.86)		
09/30/13	383		To record charges to tenants per Sept 2013 MSO.		(4,314.00)	
					<u>(4,314.00)</u>	<u>(39,473.86)</u>
10013690 Tenant Income				(14,623.13)		
09/30/13	383		To record charges to tenants per Sept 2013 MSO.		(3,005.84)	
09/30/13	385		To record forfeiture of security deposit & non refundable pet deposits per Sept 2013 MSO.		(504.00)	
					<u>(3,509.84)</u>	<u>(18,132.97)</u>
10013690.1 Non-Tenant Income				(655.83)		
09/30/13	159		HAPI/HARRG Dividends		(4,360.17)	
09/30/13	159		Laundry Income		(807.18)	
					<u>(5,167.35)</u>	<u>(5,823.18)</u>
10013690.4 Laundry Income				(6,904.54)		
					<u>0.00</u>	<u>(6,904.54)</u>
10013690.5 Pop Machine Income				(102.92)		
					<u>0.00</u>	<u>(102.92)</u>
10013690.6 Fraud Recovery Revenue				(1,337.35)		
09/30/13	159		Fraud Recovery - Wisniewski		(382.10)	
					<u>(382.10)</u>	<u>(1,719.45)</u>
10014110 Administrative Salaries				103,826.59		
09/30/13	PAY2013		Payroll Journal Entry		13,628.84	
					<u>13,628.84</u>	<u>117,455.43</u>
10014130 Legal Expense				11,899.78		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10014130 Legal Expense (cont.)					0.00	11,899.78
10014140 Staff Training				350.00	0.00	350.00
10014150 Travel Expense				0.00		
09/03/13	5403		PNC Bank		119.00	
09/17/13	5431		Clinton McKinven-Copus		137.64	
					256.64	256.64
10014170 Accounting Fees				6,505.42		
09/09/13	5416	V	H.A.A.S., Inc.		917.44	
09/17/13	5433	V	Daniel D. Laskey Co., PC		74.00	
					991.44	7,496.86
10014182 Employee Benefits - Admin				31,981.58		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		1,003.40	
09/17/13	5439	V	Priority Health		2,550.86	
09/23/13	5445	V	Principal Financial Group		726.24	
09/23/13	5446	V	Priority Health		2,489.64	
09/23/13	5447	V	Sun Life Financial		711.05	
09/23/13	5448	V	VSP		60.99	
					7,542.18	39,523.76
10014185 Telephone				6,948.99		
09/03/13	5396	V	Charter Business		123.19	
09/09/13	5408	V	AT & T		622.58	
09/09/13	5409	V	AT & T Long Distance		48.00	
09/09/13	5410	V	AT & T Mobility		424.79	
09/23/13	5443	V	AT & T Long Distance		50.13	
					1,268.69	8,217.68
10014190.1 Publications				175.00	0.00	175.00
10014190.2 Membership Dues and Fees				1,051.50	0.00	1,051.50
10014190.3 Admin Service Contracts				16,016.27		
09/03/13	5401	V	Next IT		50.00	
09/09/13	5417	V	Housing Data Systems		135.00	
09/09/13	5419	V	Kushner & Company		52.02	
09/23/13	5442	V	Applied Imaging		237.09	
09/23/13	5444	V	Next IT		406.00	
					880.11	16,896.38
10014190.4 Office Supplies				5,174.97		
09/09/13	5418	V	Jackpine Business Centers		344.06	
09/17/13	5440	V	Staples Credit Plan		809.43	

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
10014190.4 Office Supplies (cont.)					<u>1,153.49</u>	<u>6,328.46</u>
10014190.5 Other Sundry-Misc.				7,901.74		
09/03/13	5400		McCardel Water Conditioning		24.39	
09/03/13	5403		PNC Bank		389.92	
09/09/13	5422	V	The PI Company		118.70	
09/09/13	5423	V	The Pioneer Group		756.44	
					<u>1,289.45</u>	<u>9,191.19</u>
10014220 Rec., Pub., & Other Services				400.00		
					<u>0.00</u>	<u>400.00</u>
10014221 Resident Employee Stipend				8,038.00		
09/01/13	5388	V	██████████		100.00	
09/01/13	5389	V	██████████		200.00	
09/01/13	5390		██████████		100.00	
09/01/13	5391	V	██████████		200.00	
09/01/13	5392	V	██████████		200.00	
09/01/13	5393		██████████		100.00	
					<u>900.00</u>	<u>8,938.00</u>
10014222 Employee Benefits - Tenant Services				452.76		
					<u>0.00</u>	<u>452.76</u>
10014230 Contract Costs-Cable & Other				31,388.18		
09/03/13	5396	V	Charter Business		3,920.79	
					<u>3,920.79</u>	<u>35,308.97</u>
10014310 Water & Sewer				32,262.59		
09/09/13	5412	V	City of Manistee		4,734.52	
					<u>4,734.52</u>	<u>36,997.11</u>
10014320 Electricity				76,962.62		
09/03/13	5397	V	Consumers Energy		7,640.57	
09/17/13	5432	V	Consumers Energy		4.72	
					<u>7,645.29</u>	<u>84,607.91</u>
10014330 Gas				21,995.26		
09/17/13	5434	V	DTE Energy		1,125.42	
					<u>1,125.42</u>	<u>23,120.68</u>
10014410 Labor, Maintenance				63,209.27		
09/30/13	PAY2013		Payroll Journal Entry		6,888.50	
					<u>6,888.50</u>	<u>70,097.77</u>
10014420 Materials				30,110.58		
09/03/13	5398	V	HD Supply Facilities Mtce		98.86	
09/03/13	5400		McCardel Water Conditioning		398.81	
09/03/13	5405	V	State Industrial Products		493.20	

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10014420 Materials (cont.)						
09/09/13	5406		Amor Sign Studios Inc.		107.20	
09/09/13	5411		Cadillac Plbg. & Htg. Supply Co., Inc.		357.98	
09/09/13	5415	V	HD Supply Facilities Mtce		278.80	
09/09/13	5421	V	Olson Lumber Company		216.94	
09/09/13	5424	V	Sherwin-Williams Co.		607.10	
09/17/13	5430	V	Blarney Castle Fleet Program		181.21	
09/17/13	5436	V	Fastenal Company		635.08	
					<u>3,375.18</u>	<u>33,485.76</u>
10014430.02 Heating & Cooling Contracts				12,041.66	<u>0.00</u>	<u>12,041.66</u>
10014430.04 Elevator Contracts				9,358.61		
09/03/13	5404	V	Schindler Elevator Corp.		1,082.50	
					<u>1,082.50</u>	<u>10,441.11</u>
10014430.05 Landscape & Grounds Contracts				8,052.86	<u>0.00</u>	<u>8,052.86</u>
10014430.06 Unit Turnaround Contracts				6,733.65		
09/09/13	5414		Haglund's Floor Covering, Inc.		3,510.00	
					<u>3,510.00</u>	<u>10,243.65</u>
10014430.07 Electrical Contracts				2,665.38		
09/17/13	5441	V	Top Line Electric		83.25	
					<u>83.25</u>	<u>2,748.63</u>
10014430.08 Plumbing Contracts				3,400.84	<u>0.00</u>	<u>3,400.84</u>
10014430.09 Extermination Contracts				1,600.00	<u>0.00</u>	<u>1,600.00</u>
10014430.11 Routine Maintenance Contracts				4,641.53	<u>0.00</u>	<u>4,641.53</u>
10014430.12 Miscellaneous Contracts				7,098.09	<u>0.00</u>	<u>7,098.09</u>
10014431 Garbage Removal				8,292.66		
09/17/13	5428	V	Allied Waste Services		1,262.00	
					<u>1,262.00</u>	<u>9,554.66</u>
10014433 Employee Benefits - Maint.				36,370.74		
09/30/13	389		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per Sept 2013 bank statement.		488.58	
09/17/13	5439	V	Priority Health		4,000.53	
09/23/13	5445	V	Principal Financial Group		1,042.32	

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
10014433 Employee Benefits - Maint. (cont.)						
09/23/13	5446	V	Priority Health		3,268.59	
09/23/13	5447	V	Sun Life Financial		852.53	
09/23/13	5448	V	VSP		87.13	
					<u>9,739.68</u>	<u>46,110.42</u>
10014434 Employee Benefits-Retirees				700.00		
09/03/13	5402	V	Noble Holmes		200.00	
					<u>200.00</u>	<u>900.00</u>
10014440 Staff Training-Maintenance				795.00		
					<u>0.00</u>	<u>795.00</u>
10014441 Staff Travel-Maintenance				0.00		
09/17/13	5429		Anthony Mastrapasqua		240.50	
					<u>240.50</u>	<u>240.50</u>
10014480 Security Contract Costs				3,164.04		
					<u>0.00</u>	<u>3,164.04</u>
10014510 Insurance				43,227.50		
09/09/13	5407	V	AmTrust North America Inc		795.00	
09/30/13	RT2	S	To record monthly insurance write off.		5,462.53	
					<u>6,257.53</u>	<u>49,485.03</u>
10014520 Payment in Lieu of Taxes				24,960.00		
09/30/13	A2	S	To record estimated monthly PILOT expense.		3,120.00	
					<u>3,120.00</u>	<u>28,080.00</u>
10014570 Collection Losses				169.66		
					<u>0.00</u>	<u>169.66</u>
10014580 Interest Expense				51,393.53		
09/01/13	5394	V	Oswego Comm. Bank		6,400.75	
					<u>6,400.75</u>	<u>57,794.28</u>
10014610.3 Extraordinary Maint-Contract Costs				0.00		
09/17/13	5435		Eftaxiadis Consulting Inc		1,168.75	
09/17/13	5437		Northern Analytical Services, LLC		900.00	
					<u>2,068.75</u>	<u>2,068.75</u>
10014620.3 Casualty Losses-Contract Costs				21,930.80		
					<u>0.00</u>	<u>21,930.80</u>
10014620.4 Insurance Proceeds				(16,930.80)		
					<u>0.00</u>	<u>(16,930.80)</u>
10014800 Depreciation - Current Year				212,920.00		

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
10014800 Depreciation - Current Year (cont.)						
09/30/13	A3	S	To record estimated monthly depreciation expense.		26,615.00	
					<u>26,615.00</u>	<u>239,535.00</u>
10016010 Prior Year Adj. - Affecting RR				(1,454.92)		
					<u>0.00</u>	<u>(1,454.92)</u>
10017510 Principal Payments - EPC				7,566.59		
09/01/13	5394	V	Oswego Comm. Bank		1,198.48	
					<u>1,198.48</u>	<u>8,765.07</u>
10017520 Replacement of Equipment				7,791.60		
					<u>0.00</u>	<u>7,791.60</u>
10017540 Betterments and Additions				3,409.05		
					<u>0.00</u>	<u>3,409.05</u>
10017590 Operating Expenditures-Contra				(18,767.24)		
09/01/13	5394	V	Oswego Comm. Bank		(1,198.48)	
					<u>(1,198.48)</u>	<u>(19,965.72)</u>
10019996 Actual Unit Months for REAC submission				1,696.00		
09/30/13	RT1	S	To record actual units leased for REAC reporting purposes.		211.00	
					<u>211.00</u>	<u>1,907.00</u>
10019997 Actual Unit Months - Contra				(1,696.00)		
09/30/13	RT1	S	To record actual units leased for REAC reporting purposes.		(211.00)	
					<u>(211.00)</u>	<u>(1,907.00)</u>
10019998 Unit Months - Memorandum				1,712.00		
09/30/13	A1	S	To record unit months for PUM calculation.		214.00	
					<u>214.00</u>	<u>1,926.00</u>
10019999 Unit Months - Contra				(1,712.00)		
09/30/13	A1	S	To record unit months for PUM calculation.		(214.00)	
					<u>(214.00)</u>	<u>(1,926.00)</u>
10103401.1 Operating Grants				(22,045.98)		
					<u>0.00</u>	<u>(22,045.98)</u>
10103401.3 Capital Grants				(22,775.42)		
					<u>0.00</u>	<u>(22,775.42)</u>
10104190.1 Publications				1,124.00		
					<u>0.00</u>	<u>1,124.00</u>
10104190.3 Administrative Service Contracts				1,615.00		

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	10104190.3	Administrative Service Contracts (cont.)		<u>0.00</u>	<u>1,615.00</u>
	10104430.02	Heating & Cooling Contracts	864.00	<u>0.00</u>	<u>864.00</u>
	10104430.12	Miscellaneous Contracts	9,130.00	<u>0.00</u>	<u>9,130.00</u>
	10113401.1	Operating Grants	(29,009.72)	<u>0.00</u>	<u>(29,009.72)</u>
	10113401.3	Capital Grants	(1,322.28)	<u>0.00</u>	<u>(1,322.28)</u>
	10114110	Administrative Salaries	16,567.32	<u>0.00</u>	<u>16,567.32</u>
	10114182	Employee Benefits - Admin	1,267.40	<u>0.00</u>	<u>1,267.40</u>
	10114430.02	Heating & Cooling Contracts	2,518.00	<u>0.00</u>	<u>2,518.00</u>
	10114430.12	Miscellaneous Contract Costs	8,657.00	<u>0.00</u>	<u>8,657.00</u>
	15101406	Operations	40,000.00	<u>0.00</u>	<u>40,000.00</u>
	15101408	Management Improvements	21,484.00	<u>0.00</u>	<u>21,484.00</u>
	15101410.05	Salary & Benefits-Staff	24,000.00	<u>0.00</u>	<u>24,000.00</u>
	15101430.01	A & E Fees	11,857.37	<u>0.00</u>	<u>11,857.37</u>
	15101430.99	A & E Fees - Soft Costs	14,086.33	<u>0.00</u>	<u>14,086.33</u>
	15101460	Dwelling Structures	13,532.05	<u>0.00</u>	<u>13,532.05</u>

**Manistee Housing Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
15101460.23		Modernize Boiler Rooms	24,544.00	<u>0.00</u>	<u>24,544.00</u>
15101460.99		Dwelling Structures-Soft Costs	7,513.95	<u>0.00</u>	<u>7,513.95</u>
15101475		Nondwelling Equipment	8,000.00	<u>0.00</u>	<u>8,000.00</u>
15101485.99		Demolition-Soft Costs	720.00	<u>0.00</u>	<u>720.00</u>
15101600		CFP Funding	175,050.68	<u>0.00</u>	<u>175,050.68</u>
15101699		CFP Funding - Contra	(175,050.68)	<u>0.00</u>	<u>(175,050.68)</u>
15109800		CFP Cost - Contra	(165,737.70)	<u>0.00</u>	<u>(165,737.70)</u>
15111406		Operations	40,000.00	<u>0.00</u>	<u>40,000.00</u>
15111410		Administration	17,834.72	<u>0.00</u>	<u>17,834.72</u>
15111430		A & E Fees	4,750.00	<u>0.00</u>	<u>4,750.00</u>
15111430.01		A & E Fees	1,322.28	<u>0.00</u>	<u>1,322.28</u>
15111460		Dwelling Structures	4,533.32	<u>0.00</u>	<u>4,533.32</u>
15111460.99		Dwelling Structures-Soft Costs	11,175.00	<u>0.00</u>	<u>11,175.00</u>
15111600		CFP Funding	79,615.32	<u>0.00</u>	<u>79,615.32</u>
15111699		CFP Funding - Contra	(79,615.32)	<u>0.00</u>	<u>(79,615.32)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference T	Description	Beginning Balance	Current Amount	YTD Balance
	15119800	CFP Cost - Contra	(79,615.32)	<u>0.00</u>	<u>(79,615.32)</u>
	15121430.99	A & E Fees - Soft Costs	2,061.25	<u>0.00</u>	<u>2,061.25</u>
	15121600	CFP Funding	2,061.25	<u>0.00</u>	<u>2,061.25</u>
	15121699	CFP Funding - Contra	(2,061.25)	<u>0.00</u>	<u>(2,061.25)</u>
	15129800	CFP Cost - Contra	(2,061.25)	<u>0.00</u>	<u>(2,061.25)</u>
Current Profit/(Loss)		<u>(20,067.82)</u>	YTD Profit/(Loss)	<u>(155,971.15)</u>	
Number of Transactions		148	The General Ledger is in balance		<u>0.00</u>

Housing Authority Accounting Specialists
PO Box 545
Sparta, WI 54656
608-272-3209

Redactions for compliance with Federal Privacy Act

To the Board of Directors
And Management

Manistee Housing Commission
Domestic Violence Grant
273 Sixth Avenue
Manistee, MI 49660

Enclosed are the following reports for the month ending September 30, 2013. These reports have been compiled in accordance with Generally Accepted Accounting Principles.

- I. Financial Statements
- II. Journal Register
- III. General Ledger

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. This report is offered as a review of your past operations and is a basis for decisions for your future policies.

Respectfully Submitted:

Housing Authority Accounting Specialists, Inc.

**Manistee Housing Commission
Domestic Violence Grant
BALANCE SHEET
As of September 30, 2013**

ASSETS

CURRENT ASSETS

Cash

1111 - Cash - MSHDA \$ 70,089.34

Total Cash 70,089.34

Receivables

1122.1 - Allowance for Doubtful Accounts (4,158.41)

Total Receivables (4,158.41)

Investments

Total Investments 0.00

Prepaid Expenses & Other Assets

Total Prepaid Expenses & Other Assets 0.00

Total Current Assets 65,930.93

CAPITAL ASSETS

Land, Structures & Equipment

1400.7 - Buildings 364,363.29

1400.98 - Accumulated Depreciation-DVG (53,831.11)

Total Land, Structures & Equipment 310,532.18

TOTAL CAPITAL ASSETS 310,532.18

TOTAL ASSETS \$ 376,463.11

**Manistee Housing Commission
Domestic Violence Grant
BALANCE SHEET
As of September 30, 2013**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable

2111 - Vendors and Contractors	\$ 453.84
2114 - Tenant Security Deposits	<u>1,748.00</u>
Total Accounts Payable	2,201.84

Accrued Liabilities

2130 - Forgiveable Note - MSHDA	<u>500,000.00</u>
Total Accrued Liabilities	500,000.00

Total Current Liabilities 502,201.84

Non Current Liabilities

Total Non Current Liabilities 0.00

Deferred Credits

Total Deferred Credits 0.00

TOTAL LIABILITIES/DEFERRED CREDITS 502,201.84

EQUITY

Unreserved Fund Balance

2806 - Unrestricted Net Assets	57,951.53
2806.4 - Invested in Capital Assets-DVG	(182,042.82)
Current Year Profit(Loss)	<u>(1,647.44)</u>
Total Unreserved Fund Balance	(125,738.73)

TOTAL EQUITY (125,738.73)

TOTAL LIABILITIES/EQUITY \$ 376,463.11

**Manistee Housing Commission
Domestic Violence Grant
INCOME STATEMENT
For the 1 Month and 9 Months Ended September 30, 2013**

	1 Month Ended	9 Months Ended
	<u>September 30, 2013</u>	<u>September 30, 2013</u>
Operating Income		
3110 - Dwelling Rental	1,232.00	11,848.00
3120 - Excess Utilities	<u>0.00</u>	<u>300.76</u>
Total Operating Income	1,232.00	12,148.76
Operating Expenses		
Administration		
4170 - Accounting Fees	<u>124.80</u>	<u>1,185.70</u>
Total Administration	124.80	1,185.70
Ordinary Maint. & Operation		
4420 - Materials	0.00	150.81
4430.02 - Heating & Cooling Contracts	0.00	411.27
4430.12 - Miscellaneous Contracts	<u>0.00</u>	<u>63.00</u>
Total Ordinary Maint. & Oper.	0.00	625.08
General Expense		
4570 - Collection Losses	0.00	4,008.41
4590 - Other General Expense	<u>0.00</u>	<u>552.01</u>
Total General Expense	0.00	4,560.42
Depreciation Expense		
4800 - Depreciation - Current Year	<u>825.00</u>	<u>7,425.00</u>
Total Depreciation Expense	825.00	7,425.00
Capital Expenditures		
Total Capital Expenditures	0.00	0.00
Total Operating Expenses	<u>949.80</u>	<u>13,796.20</u>
Net Income/(Loss)	<u>1,107.20</u>	<u>5,777.56</u>

**Manistee Housing Commission
Cash Disbursements-DVG Journal**

<u>Date</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
09/09/13	2482	20014170	H.A.A.S., Inc.	124.80	124.80
09/30/13	MI078	20011111	CK 2482	(124.80)	<u>(124.80)</u>
				Transaction Balance	<u><u>0.00</u></u>
Total Debits	<u>124.80</u>	Total Credits	<u>124.80</u>	A/C Hash Total	<u>40025281.000</u>
Number of Transactions	2				

**Manistee Housing Commission
Cash Receipts - DVG Journal**

<u>Date</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
09/30/13	114	20011111	September Cash Receipts	600.00	
09/30/13	114	20011122	September TAR Collections	(600.00)	
09/30/13	115	20011111	Interfund Receivable - P/H	1,264.00	
09/30/13	115	20011129.4	Interfund Receivable - P/H	(1,264.00)	
				Transaction Balance	<u>0.00</u>
Total Debits			Total Credits		
	<u>1,864.00</u>		<u>1,864.00</u>	A/C Hash Total	<u>80044473.400</u>
Number of Transactions		4			

**Manistee Housing Commission
Journal Entry - DVG Journal**

<u>Date</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
09/30/13	312	20011122	To record charges to tenants per Sept 2013 MSO.	1,232.00	
09/30/13	312	20013110	To record charges to tenants per Sept 2013 MSO.	(1,232.00)	
09/30/13	A1	20011400.98	To record estimated depreciation expense.	(825.00)	
09/30/13	A1	20014800	To record estimated depreciation expense.	825.00	
09/30/13	RT1	20019996	To record units leased.	3.00	
09/30/13	RT1	20019997	To record units leased.	(3.00)	
				Transaction Balance	<u>0.00</u>

Total Debits 2,060.00 Total Credits 2,060.00 A/C Hash Total 120090425.980

Number of Transactions 6

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
20011111 Cash - MSHDA				68,350.14		
09/30/13	114		September Cash Receipts		600.00	
09/30/13	115		Interfund Receivable - P/H		1,264.00	
09/30/13	MI078		CK 2482		(124.80)	
					<u>1,739.20</u>	<u>70,089.34</u>
20011122 Tenants Accounts Receivable				0.00		
09/30/13	114		September TAR Collections		(600.00)	
09/30/13	159		September TAR Collections		(632.00)	
09/30/13	312		To record charges to tenants per Sept 2013 MSO.		1,232.00	
					<u>0.00</u>	<u>0.00</u>
20011122.1 Allowance for Doubtful Accounts-A/R				(4,158.41)		
					<u>0.00</u>	<u>(4,158.41)</u>
20011129.4 Interfund Receivable - P/H				632.00		
09/30/13	115		Interfund Receivable - P/H		(1,264.00)	
09/30/13	159		September Cash Receipts		632.00	
					<u>(632.00)</u>	<u>0.00</u>
20011400.7 Buildings				364,363.29		
					<u>0.00</u>	<u>364,363.29</u>
20011400.98 Accumulated Depreciation-DVG				(53,006.11)		
09/30/13	A1	S	To record estimated depreciation expense.		(825.00)	
					<u>(825.00)</u>	<u>(53,831.11)</u>
20012111 Vendors & Contractors				(453.84)		
					<u>0.00</u>	<u>(453.84)</u>
20012114 Tenant Security Deposits				(1,748.00)		
					<u>0.00</u>	<u>(1,748.00)</u>
20012130 Forgiveable Note - MSHDA				(500,000.00)		
					<u>0.00</u>	<u>(500,000.00)</u>
20012806 Unrestricted Net Assets				(57,951.53)		
					<u>0.00</u>	<u>(57,951.53)</u>
20012806.4 Invested in Capital Assets-DVG				182,042.82		
					<u>0.00</u>	<u>182,042.82</u>
20013110 Dwelling Rental				(10,616.00)		
09/30/13	312		To record charges to tenants per Sept 2013 MSO.		(1,232.00)	
					<u>(1,232.00)</u>	<u>(11,848.00)</u>
20013120 Excess Utilities				(300.76)		
					<u>0.00</u>	<u>(300.76)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
20014170 Accounting Fees				1,060.90		
09/09/13	2482	V	H.A.A.S., Inc.		124.80	
					<u>124.80</u>	<u>1,185.70</u>
20014420 Materials				150.81		
					<u>0.00</u>	<u>150.81</u>
20014430.02 Heating & Cooling Contracts				411.27		
					<u>0.00</u>	<u>411.27</u>
20014430.12 Miscellaneous Contracts				63.00		
					<u>0.00</u>	<u>63.00</u>
20014570 Collection Losses				4,008.41		
					<u>0.00</u>	<u>4,008.41</u>
20014590 General Expense				552.01		
					<u>0.00</u>	<u>552.01</u>
20014800 Depreciation - Current Year				6,600.00		
09/30/13	A1	S	To record estimated depreciation expense.		825.00	
					<u>825.00</u>	<u>7,425.00</u>
20019996 Actual Unit Months for REAC Submission				24.00		
09/30/13	RT1	S	To record units leased.		3.00	
					<u>3.00</u>	<u>27.00</u>
20019997 Actual Unit Months - Contra				(24.00)		
09/30/13	RT1	S	To record units leased.		(3.00)	
					<u>(3.00)</u>	<u>(27.00)</u>
Current Profit/(Loss)					<u>282.20</u>	
			YTD Profit/(Loss)			<u>(1,647.44)</u>
Number of Transactions					14	
			The General Ledger is in balance			<u>0.00</u>

Housing Authority Accounting Specialists
PO Box 545
Sparta, WI 54656
608-272-3209

Redactions for compliance with Federal Privacy Act

To the Board of Directors
And Management

Manistee Housing Commission
Public Housing
273 Sixth Avenue
Manistee, MI 49660

Enclosed are the following reports for the month ending October 31, 2013. These reports have been compiled in accordance with Generally Accepted Accounting Principles.

- I. Financial Statements
- II. Journal Register
- III. General Ledger

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. This report is offered as a review of your past operations and is a basis for decisions for your future policies.

Respectfully Submitted:

Housing Authority Accounting Specialists, Inc.

**Manistee Housing Commission
Low Rent Public Housing
BALANCE SHEET
As of October 31, 2013**

ASSETS

CURRENT ASSETS

Cash

1111.2 - NOW Account	\$ 459,064.00
1111.3 - HRA Account	10,699.86
1117 - Petty Cash Fund	250.00
1118 - Change Fund	<u>50.00</u>

Total Cash 470,063.86

Receivables

1122 - Tenants Accounts Receivable	14,954.19
1122.1 - Allowance for Doubtful Accounts	<u>(3,316.22)</u>

Total Receivables 11,637.97

Investments

1162 - Investments	<u>50,769.11</u>
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Total Investments 50,769.11

Prepaid Expenses & Other Assets

1211 - Prepaid Insurance	<u>11,853.60</u>
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Total Prepaid Expenses & Other Assets 11,853.60

Total Current Assets 544,324.54

CAPITAL ASSETS

Land, Structures & Equipment

1400 - Construction in Progress-CFP	57,632.18
1400.6 - Land	360,271.62
1400.61 - Land Improvements	85,905.07
1400.7 - Buildings	4,657,515.77
1400.71 - Building Improvements	4,731,281.90
1400.72 - Non-dwelling Structures	7,050.00
1400.8 - Furn., Equip., Mach.-Dwellings	233,712.09
1400.9 - Furn., Equip., Mach.-Admin	481,248.05
1400.95 - Accumulated Depreciation-ALL	<u>(7,290,206.45)</u>

Total Land, Structures & Equipment 3,324,410.23

TOTAL CAPITAL ASSETS 3,324,410.23

TOTAL ASSETS \$ 3,868,734.77

**Manistee Housing Commission
Low Rent Public Housing
BALANCE SHEET
As of October 31, 2013**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable

2111 - Vendors and Contractors	\$ 34,336.64
2114 - Tenant Security Deposits	56,785.33
2117.10 - United Way	20.00
2117.12 - FSA Withheld	534.15
2117.3 - State Income Tax Withheld	720.85
2117.5 - Pension Withheld	<u>1,231.35</u>

Total Accounts Payable

93,628.32

Accrued Liabilities

2131 - EPC Loan - Current	2,429.04
2135 - Accrued Wages/Payroll Taxes Payable	13,392.45
2135.1 - Accrued Comp. Absences-Current	8,930.82
2137 - Payments in Lieu of Taxes	<u>31,200.00</u>

Total Accrued Liabilities

55,952.31

Total Current Liabilities

149,580.63

Non Current Liabilities

2132 - EPC Loan - Noncurrent	1,195,753.14
2135.3 - Accrued Comp. Absences-Non Current	<u>10,855.28</u>

Total Non Current Liabilities

1,206,608.42

Deferred Credits

Total Deferred Credits

0.00

TOTAL LIABILITIES/DEFERRED CREDITS

1,356,189.05

EQUITY

Unreserved Fund Balance

2806 - Unrestricted Net Assets	354,686.86
2806.1 - Invested in Capital Assets	2,312,438.58
2820 - HUD Operating Reserve - Memo	354,686.86
2820.1 - HUD Operating Reserve-Contra	(354,686.86)
Current Year Profit(Loss) - P/H	(221,434.88)
Current Year Profit(Loss) - 501-10 CFP	63,707.40
Current Year Profit(Loss) - 501-11 CFP	<u>3,147.76</u>

Total Unreserved Fund Balance

2,512,545.72

TOTAL EQUITY

2,512,545.72

TOTAL LIABILITIES/EQUITY

\$ 3,868,734.77

**Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT**

For the 1 Month and 10 Months Ended October 31, 2013

Units	1 Month Ended		10 Months		BUDGET	PUM	OVER/UNDER
	October 31, 2013	PUM	October 31, 2013	PUM			
214							
Operating Income							
Rental Income							
3110 - Dwelling Rental	51,629.00	241.26	497,962.00	232.69	600,000.00	233.64	102,038.00
3120 - Excess Utilities	<u>645.67</u>	3.02	<u>7,608.32</u>	3.56	<u>9,600.00</u>	3.74	<u>1,991.68</u>
Total Rental Income	<u>52,274.67</u>	<u>244.27</u>	<u>505,570.32</u>	<u>236.25</u>	<u>609,600.00</u>	<u>237.38</u>	<u>104,029.68</u>
Revenues - HUD PHA Grants							
3401.1 - Operating Grants	0.00	0.00	0.00	0.00	40,000.00	15.58	40,000.00
3401.2 - Operating Subsidy	<u>32,879.34</u>	153.64	<u>330,941.34</u>	154.65	<u>461,485.00</u>	179.71	<u>130,543.66</u>
Total HUD PHA Grants	<u>32,879.34</u>	<u>153.64</u>	<u>330,941.34</u>	<u>154.65</u>	<u>501,485.00</u>	<u>195.28</u>	<u>170,543.66</u>
Nonrental Income							
3610 - Interest Income-Gen. Fund	193.05	0.90	1,259.08	0.59	960.00	0.37	(299.08)
3689 - Tenant Income - Cable TV	4,296.00	20.07	43,769.86	20.45	54,000.00	21.03	10,230.14
3690 - Tenant Income	2,124.77	9.93	20,257.74	9.47	19,800.00	7.71	(457.74)
3690.1 - Non-Tenant Income	1,605.25	7.50	7,428.43	3.47	6,000.00	2.34	(1,428.43)
3690.4 - Laundry Income	841.07	3.93	7,745.61	3.62	6,000.00	2.34	(1,745.61)
3690.5 - Pop Machine Income	0.00	0.00	102.92	0.05	900.00	0.35	797.08
3690.6 - Fraud Recovery Revenue	<u>194.05</u>	0.91	<u>1,913.50</u>	0.89	<u>0.00</u>	0.00	<u>(1,913.50)</u>
Total Nonrental Income	<u>9,254.19</u>	<u>43.24</u>	<u>82,477.14</u>	<u>38.54</u>	<u>87,660.00</u>	<u>34.14</u>	<u>5,182.86</u>
Total Operating Income	<u>94,408.20</u>	<u>441.16</u>	<u>918,988.80</u>	<u>429.43</u>	<u>1,198,745.00</u>	<u>466.80</u>	<u>279,756.20</u>
Operating Expenses							
Routine Expense							
Administration							
4110 - Administrative Salaries	13,628.84	63.69	131,084.27	61.25	150,616.00	58.65	19,531.73
4130 - Legal Expense	3,751.98	17.53	15,651.76	7.31	15,000.00	5.84	(651.76)
4140 - Staff Training	191.11	0.89	541.11	0.25	5,000.00	1.95	4,458.89
4150 - Travel Expense	1,000.00	4.67	1,256.64	0.59	2,000.00	0.78	743.36
4170 - Accounting Fees	741.44	3.46	8,238.30	3.85	10,200.00	3.97	1,961.70
4171 - Auditing	0.00	0.00	0.00	0.00	9,000.00	3.50	9,000.00
4182 - Employee Benefits - Admin	3,674.14	17.17	43,197.90	20.19	38,445.00	14.97	(4,752.90)
4185 - Telephone	1,077.51	5.04	9,295.19	4.34	7,800.00	3.04	(1,495.19)
4190.1 - Publications	0.00	0.00	175.00	0.08	0.00	0.00	(175.00)
4190.2 - Membership Dues and Fees	405.00	1.89	1,456.50	0.68	1,020.00	0.40	(436.50)
4190.3 - Admin Service Contracts	952.61	4.45	17,848.99	8.34	12,000.00	4.67	(5,848.99)
4190.4 - Office Supplies	1,251.12	5.85	7,579.58	3.54	7,800.00	3.04	220.42
4190.5 - Other Sundry-Misc.	<u>788.89</u>	3.69	<u>9,980.08</u>	4.66	<u>15,600.00</u>	6.07	<u>5,619.92</u>
Total Administration	<u>27,462.64</u>	<u>128.33</u>	<u>246,305.32</u>	<u>115.10</u>	<u>274,481.00</u>	<u>106.89</u>	<u>28,175.68</u>
Tenant Services							
4220 - Rec., Pub., & Other Services	0.00	0.00	400.00	0.19	0.00	0.00	(400.00)
4221 - Resident Employee Stipend	900.00	4.21	9,838.00	4.60	10,020.00	3.90	182.00
4222 - Employee Benefits - Tenant Services	0.00	0.00	452.76	0.21	0.00	0.00	(452.76)
4230 - Contract Costs-Cable & Other	<u>3,918.43</u>	18.31	<u>39,227.40</u>	18.33	<u>45,600.00</u>	17.76	<u>6,372.60</u>
Total Tenant Services	<u>4,818.43</u>	<u>22.52</u>	<u>49,918.16</u>	<u>23.33</u>	<u>55,620.00</u>	<u>21.66</u>	<u>5,701.84</u>

**Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT**

For the 1 Month and 10 Months Ended October 31, 2013

Units	1 Month Ended		10 Months		<u>BUDGET</u>	<u>PUM</u>	<u>*OVER/UNDER</u>
	<u>October 31, 2013</u>	<u>PUM</u>	<u>October 31, 2013</u>	<u>PUM</u>			
214							
Utilities							
4310 - Water & Sewer	4,619.69	21.59	41,616.80	19.45	34,800.00	13.55	(6,816.80)
4320 - Electricity	8,011.07	37.43	92,618.98	43.28	105,600.00	41.12	12,981.02
4330 - Gas	<u>1,711.41</u>	8.00	<u>24,832.09</u>	11.60	<u>43,200.00</u>	16.82	<u>18,367.91</u>
Total Utilities	14,342.17	67.02	159,067.87	74.33	183,600.00	71.50	24,532.13
Ordinary Maint. & Operation							
4410 - Labor Maintenance	6,893.75	32.21	76,991.52	35.98	89,180.00	34.73	12,188.48
4420 - Materials	6,844.90	31.99	40,330.66	18.85	28,800.00	11.21	(11,530.66)
4430.02 - Heating & Cooling Contracts	325.20	1.52	12,366.86	5.78	18,000.00	7.01	5,633.14
4430.04 - Elevator Contracts	1,082.50	5.06	11,523.61	5.38	14,400.00	5.61	2,876.39
4430.05 - Landscape & Grounds Contracts	6,258.56	29.25	14,311.42	6.69	2,400.00	0.93	(11,911.42)
4430.06 - Unit Turnaround Contracts	4,837.00	22.60	15,080.65	7.05	6,900.00	2.69	(8,180.65)
4430.07 - Electrical Contracts	1,818.32	8.50	4,566.95	2.13	1,980.00	0.77	(2,586.95)
4430.08 - Plumbing Contracts	129.14	0.60	3,529.98	1.65	1,020.00	0.40	(2,509.98)
4430.09 - Extermination Contracts	0.00	0.00	1,600.00	0.75	0.00	0.00	(1,600.00)
4430.11 - Routine Maintenance Contracts	0.00	0.00	4,641.53	2.17	3,900.00	1.52	(741.53)
4430.12 - Miscellaneous Contracts	5,659.85	26.45	12,757.94	5.96	6,000.00	2.34	(6,757.94)
4431 - Garbage Removal	969.07	4.53	10,523.73	4.92	9,300.00	3.62	(1,223.73)
4433 - Employee Benefits - Maint.	3,376.33	15.78	49,486.75	23.12	45,143.00	17.58	(4,343.75)
4434 - Employee Benefits-Retirees	100.00	0.47	1,000.00	0.47	1,200.00	0.47	200.00
4440 - Staff Training-Maintenance	160.50	0.75	955.50	0.45	5,000.00	1.95	4,044.50
4441 - Staff Travel-Maintenance	<u>0.00</u>	0.00	<u>240.50</u>	0.11	<u>2,000.00</u>	0.78	<u>1,759.50</u>
Total Ordinary Maint & Oper	38,455.12	179.70	259,907.60	121.45	235,223.00	91.60	(24,684.60)
Protective Services							
4480 - Security Contract Costs	<u>0.00</u>	0.00	<u>3,164.04</u>	1.48	<u>3,500.00</u>	1.36	<u>335.96</u>
Total Protective Services	0.00	0.00	3,164.04	1.48	3,500.00	1.36	335.96
General Expense							
4510 - Insurance	5,580.53	26.08	55,065.56	25.73	62,580.00	24.37	7,514.44
4520 - Payment in Lieu of Taxes	3,120.00	14.58	31,200.00	14.58	37,440.00	14.58	6,240.00
4550 - Compensated Absences	0.00	0.00	0.00	0.00	5,000.00	1.95	5,000.00
4570 - Collection Losses	0.00	0.00	169.66	0.08	5,000.00	1.95	4,830.34
4580 - Interest Expense	6,394.36	29.88	64,188.64	29.99	76,958.00	29.97	12,769.36
4590 - Other General Expense	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>5,400.00</u>	2.10	<u>5,400.00</u>
Total General Expense	15,094.89	70.54	150,623.86	70.38	192,378.00	74.91	41,754.14
Total Routine Expense	100,173.25	468.10	868,986.85	406.07	944,802.00	367.91	75,815.15
Non-Routine Expense							
Extraordinary Maintenance							
4610.3 - Extraordinary Maint-Contract Costs	<u>0.00</u>	0.00	<u>2,068.75</u>	0.97	<u>0.00</u>	0.00	<u>(2,068.75)</u>
Total Extraordinary Maint	0.00	0.00	2,068.75	0.97	0.00	0.00	(2,068.75)
Casualty Losses-Not Cap.							
4620.3 - Casualty Losses-Contract Costs	0.00	0.00	21,930.80	10.25	0.00	0.00	(21,930.80)
4620.4 - Insurance Proceeds	<u>0.00</u>	0.00	<u>(16,930.80)</u>	(7.91)	<u>0.00</u>	0.00	<u>16,930.80</u>
Total Casualty Losses	0.00	0.00	5,000.00	2.34	0.00	0.00	(5,000.00)
Total Non-Routine Expense	0.00	0.00	7,068.75	3.30	0.00	0.00	(7,068.75)
Total Operating Expenses	<u>100,173.25</u>	468.10	<u>876,055.60</u>	409.37	<u>944,802.00</u>	367.91	<u>68,746.40</u>

Manistee Housing Commission
Low Rent Public Housing
INCOME STATEMENT
For the 1 Month and 10 Months Ended October 31, 2013

Units	1 Month Ended		10 Months		<u>BUDGET</u>	<u>PUM</u>	<u>OVER/UNDER</u>
	<u>October 31, 2013</u>	<u>PUM</u>	<u>October 31, 2013</u>	<u>PUM</u>			
214							
Operating Income (Loss)	<u>(5,765.05)</u>	(26.94)	<u>42,933.20</u>	20.06	<u>253,943.00</u>	98.89	<u>211,009.80</u>
Depreciation Expense							
4800 - Depreciation - Current Year	<u>26,615.00</u>	124.37	<u>266,150.00</u>	124.37	<u>0.00</u>	0.00	<u>(266,150.00)</u>
Total Depreciation Expense	<u>26,615.00</u>	124.37	<u>266,150.00</u>	124.37	<u>0.00</u>	0.00	<u>(266,150.00)</u>
Surplus Credits & Charges							
6010 - Prior Year Adj. - Affecting RR	<u>(327.00)</u>	(1.53)	<u>(1,781.92)</u>	(0.83)	<u>0.00</u>	0.00	<u>1,781.92</u>
Total Surplus Credits & Charges	<u>(327.00)</u>	(1.53)	<u>(1,781.92)</u>	(0.83)	<u>0.00</u>	0.00	<u>1,781.92</u>
Capital Expenditures							
7510 - Principal Payments - EPC	1,204.87	5.63	9,969.94	4.66	12,400.00	4.83	2,430.06
7520 - Replacement of Equipment	1,136.70	5.31	8,928.30	4.17	0.00	0.00	(8,928.30)
7540 - Betterments and Additions	0.00	0.00	3,409.05	1.59	0.00	0.00	(3,409.05)
7590 - Operating Expenditures-Contra	<u>(2,341.57)</u>	(10.94)	<u>(22,307.29)</u>	(10.42)	<u>(12,400.00)</u>	(4.83)	<u>9,907.29</u>
Total Capital Expenditures	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0.00</u>	0.00	<u>0.00</u>
HUD Net Income (Loss)	<u><u>(7,779.62)</u></u>	(36.35)	<u><u>22,407.83</u></u>	10.47	<u><u>241,543.00</u></u>	94.06	<u>219,135.17</u>
GAAP Net Income (Loss)	<u><u>(32,053.05)</u></u>	(149.78)	<u><u>(221,434.88)</u></u>	(103.47)	<u><u>253,943.00</u></u>	98.89	
Occupancy Percentage							
9996 - Actual Unit Months for REAC submit	213.00		2,120.00				
9998 - Unit Months - Memorandum	<u>214.00</u>		<u>2,140.00</u>				
Total Occupancy Percentage	<u>99.53%</u>		<u>99.07%</u>				
UNA as of: October 31, 2013			377,094.69				

**Manistee Housing Commission
Capital Fund 501-10
INCOME STATEMENT
For the 1 Month and 10 Months Ended October 31, 2013**

	1 Month Ended	10 Months Ended
1010	<u>October 31, 2013</u>	<u>October 31, 2013</u>
Revenues - HUD PHA Grants		
3401.1 - Operating Grants	0.00	22,045.98
3401.3 - Capital Grants	<u>31,619.00</u>	<u>54,394.42</u>
Total HUD PHA Grants	31,619.00	76,440.40
Nonrental Income		
Total Nonrental Income	<u>0.00</u>	<u>0.00</u>
Total Operating Income	<u>31,619.00</u>	<u>76,440.40</u>
Operating Expenses		
Administration		
4190.1 - Publications	0.00	1,124.00
4190.3 - Admin Service Contracts	<u>0.00</u>	<u>1,615.00</u>
Total Administration	0.00	2,739.00
Ordinary Maint. & Operation		
4430.02 - Heating & Cooling Contracts	0.00	864.00
4430.12 - Miscellaneous Contracts	<u>0.00</u>	<u>9,130.00</u>
Total Ordinary Maint. & Oper.	0.00	9,994.00
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>12,733.00</u>
Net Income/(Loss)	<u>31,619.00</u>	<u>63,707.40</u>

See Accountants' Compilation Report

**Manistee Housing Commission
Capital Fund 501-11
INCOME STATEMENT
For the 1 Month and 10 Months Ended October 31, 2013**

	1 Month Ended	10 Months Ended
1011	<u>October 31, 2013</u>	<u>October 31, 2013</u>
Revenues - HUD PHA Grants		
3401.1 - Operating Grants	0.00	29,009.72
3401.3 - Capital Grants	<u>1,825.48</u>	<u>3,147.76</u>
Total HUD PHA Grants	1,825.48	32,157.48
Nonrental Income		
Total Nonrental Income	<u>0.00</u>	<u>0.00</u>
Total Operating Income	<u>1,825.48</u>	<u>32,157.48</u>
Operating Expenses		
Administration		
4110 - Administrative Salaries	0.00	16,567.32
4182 - Employee Benefits - Admin	<u>0.00</u>	<u>1,267.40</u>
Total Administration	0.00	17,834.72
Ordinary Maint. & Operation		
4430.02 - Heating & Cooling Contracts	0.00	2,518.00
4430.12 - Miscellaneous Contracts	<u>0.00</u>	<u>8,657.00</u>
Total Ordinary Maint & Oper	0.00	11,175.00
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>29,009.72</u>
Net Income/(Loss)	<u>1,825.48</u>	<u>3,147.76</u>

See Accountants' Compilation Report

**Manistee Housing Commission
Capital Fund 501-12
INCOME STATEMENT
For the 1 Month and 10 Months Ended October 31, 2013**

	1 Month Ended	10 Months Ended
1012	<u>October 31, 2013</u>	<u>October 31, 2013</u>
Revenues - HUD PHA Grants		
Total HUD PHA Grants	0.00	0.00
Nonrental Income		
Total Nonrental Income	<u>0.00</u>	<u>0.00</u>
Total Operating Income	<u>0.00</u>	<u>0.00</u>
Operating Expenses		
Administration		
Total Administration	0.00	0.00
Ordinary Maint. & Operation		
Total Ordinary Maint & Oper	0.00	0.00
Depreciation Expense		
Total Depreciation Expense	0.00	0.00
Total Operating Expenses	<u>0.00</u>	<u>0.00</u>
Net Income/(Loss)	<u>0.00</u>	<u>0.00</u>

Manistee Housing Commission
Capital Fund 501-10

Program ID:	1 Month Ended October 31, 2013	10 Months Ended October 31, 2013	BUDGET	OVER/UNDER
MI33P078501-10 **1510**				
Administration				
1406 - Operations	\$ 0.00	\$ 40,000.00	\$ 40,000.00	\$ 0.00
1408 - Management Improvements	0.00	21,484.00	24,000.00	2,516.00
1410.05 - Salary & Benefits-Staff	0.00	24,000.00	24,000.00	0.00
Total Administration	0.00	85,484.00	88,000.00	2,516.00
A & E				
1430.01 - Architect & Engineering Fees	0.00	11,857.37	20,000.00	8,142.63
1430.99 - A & E Fees - Soft Costs	0.00	14,086.33	0.00	(14,086.33)
Total A & E Fees	0.00	25,943.70	20,000.00	(5,943.70)
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
1450.03 - Parking Lot Improvements	0.00	0.00	10,000.00	10,000.00
Total Site Improvements	0.00	0.00	10,000.00	10,000.00
Dwelling Structures				
1460 - Dwelling Structures	31,709.00	45,241.05	104,219.00	58,977.95
1460.23 - Modernize Boiler Systems	0.00	24,544.00	0.00	(24,544.00)
1460.99 - Dwelling Structures-Soft Costs	0.00	7,513.95	0.00	(7,513.95)
Total Dwelling Structures	31,709.00	77,299.00	104,219.00	26,920.00
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
1475 - Nondwelling Equipment	0.00	8,000.00	8,000.00	0.00
Total Nondwelling Equip.	0.00	8,000.00	8,000.00	0.00
Demolition				
1485 - Demolition	0.00	0.00	12,500.00	12,500.00
1485.99 - Demolition-Soft Costs	0.00	720.00	0.00	(720.00)
Total Demolition	0.00	720.00	12,500.00	11,780.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	31,709.00	197,446.70	242,719.00	45,272.30
1600 - CFP Funding	31,619.00	206,669.68	242,719.00	36,049.32
Over/(Under) Funding	\$ 90.00	\$ (9,222.98)	\$ 0.00	\$ 9,222.98

Manistee Housing Commission
Capital Fund 501-11

Program ID:	1 Month Ended October 31, 2013	10 Months Ended October 31, 2013	BUDGET	OVER/UNDE R
MI33P078501-11 **1511**				
Administration				
1406 - Operations	\$ 0.00	\$ 40,000.00	\$ 40,000.00	\$ 0.00
1408 - Management Improvements	1,825.48	1,825.48	25,000.00	23,174.52
1410 - Administration	0.00	17,834.72	24,000.00	6,165.28
Total Administration	<u>1,825.48</u>	<u>59,660.20</u>	<u>89,000.00</u>	<u>29,339.80</u>
A & E				
1430 - A & E Fees	0.00	4,750.00	10,000.00	5,250.00
1430.01 - Architect & Engineering Fees	0.00	1,322.28	0.00	(1,322.28)
Total A & E Fees	<u>0.00</u>	<u>6,072.28</u>	<u>10,000.00</u>	<u>3,927.72</u>
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
Total Site Improvements	0.00	0.00	0.00	0.00
Dwelling Structures				
1460 - Dwelling Structures	0.00	4,533.32	105,179.00	100,645.68
1460.99 - Dwelling Structures-Soft Costs	0.00	11,175.00	0.00	(11,175.00)
Total Dwelling Structures	<u>0.00</u>	<u>15,708.32</u>	<u>105,179.00</u>	<u>89,470.68</u>
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
Total Nondwelling Equip.	0.00	0.00	0.00	0.00
Demolition				
Total Demolition	0.00	0.00	0.00	0.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	<u>1,825.48</u>	<u>81,440.80</u>	<u>204,179.00</u>	<u>122,738.20</u>
1600 - CFP Funding	<u>1,825.48</u>	<u>81,440.80</u>	<u>204,179.00</u>	<u>122,738.20</u>
Over/(Under) Funding	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

Manistee Housing Commission
Capital Fund 501-12

Program ID:	1 Month Ended October 31, 2013	10 Months Ended October 31, 2013	BUDGET	OVER/UNDE R
MI33P078501-12 **1512**				
Administration				
1406 - Operations	\$ 0.00	\$ 0.00	\$ 40,000.00	\$ 40,000.00
1408 - Management Improvements	0.00	0.00	20,000.00	20,000.00
1410 - Administration	0.00	0.00	20,000.00	20,000.00
Total Administration	<u>0.00</u>	<u>0.00</u>	<u>80,000.00</u>	<u>80,000.00</u>
A & E				
1430 - A & E Fees	0.00	0.00	10,000.00	10,000.00
1430.99 - A & E Fees - Soft Costs	0.00	2,061.25	0.00	(2,061.25)
Total A & E Fees	<u>0.00</u>	<u>2,061.25</u>	<u>10,000.00</u>	<u>7,938.75</u>
Site Acquisition				
Total Site Acquisition	0.00	0.00	0.00	0.00
Site Improvements				
Total Site Improvements	0.00	0.00	0.00	0.00
Dwelling Structures				
1460 - Dwelling Structures	0.00	0.00	101,849.00	101,849.00
Total Dwelling Structures	<u>0.00</u>	<u>0.00</u>	<u>101,849.00</u>	<u>101,849.00</u>
Dwelling Equipment				
Total Dwelling Equipment	0.00	0.00	0.00	0.00
Nondwelling Structures				
Total Nondwelling Structures	0.00	0.00	0.00	0.00
Nondwelling Equipment				
Total Nondwelling Equip.	0.00	0.00	0.00	0.00
Demolition				
Total Demolition	0.00	0.00	0.00	0.00
Development Activities				
Total Development Activities	0.00	0.00	0.00	0.00
Total Capital Funds Expended	<u>0.00</u>	<u>2,061.25</u>	<u>191,849.00</u>	<u>189,787.75</u>
1600 - CFP Funding	<u>0.00</u>	<u>2,061.25</u>	<u>191,849.00</u>	<u>189,787.75</u>
Over/(Under) Funding	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>

**Manistee Housing Commission
Cash Disbursements-West Shore Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
10/01/13	5449	V	10014221	██████████	100.00	100.00
10/01/13	5450	V	10014221	██████████	200.00	200.00
10/01/13	5451		10014221	██████████	100.00	100.00
10/01/13	5452	V	10014221	██████████	200.00	200.00
10/01/13	5453	V	10014221	██████████	200.00	200.00
10/01/13	5454		10014221	██████████	100.00	100.00
10/01/13	5455	V	10014434	Noble Holmes	100.00	100.00
10/01/13	5456	V	10012131	Oswego Comm. Bank	1,204.87	
10/01/13	5456	V	10014580	Oswego Comm. Bank	6,394.36	
10/01/13	5456	V	10017510	Oswego Comm. Bank	1,204.87	
10/01/13	5456	V	10017590	Oswego Comm. Bank	(1,204.87)	7,599.23
10/01/13	5457		10014430.12	Abonmarche Consultants, Inc.	319.50	319.50
10/01/13	5458		10014430.12	Clyde's Collision	3,648.50	3,648.50
10/01/13	5459	V	10011122	Consumers Energy	174.24	174.24
10/01/13	5460	V	10014330	DTE Energy	97.99	97.99
10/01/13	5461	V	10014420	HD Supply Facilities Mtce	1,393.20	1,393.20
10/01/13	5462		10014140	PNC Bank	191.11	
10/01/13	5462		10014190.5	PNC Bank	674.99	
10/01/13	5462		10014440	PNC Bank	160.50	1,026.60
10/01/13	5463	V	10011690	Void Check	0.00	
10/01/13	5464	V	10014420	Sherwin-Williams Co.	537.25	537.25
10/01/13	5465	V	10014190.4	Staples Credit Plan	352.76	352.76
10/01/13	5466	V	10014420	State Industrial Products	708.30	708.30
10/01/13	5467	V	10014420	Sunrise Supplies	523.50	523.50
10/01/13	5468	V	10014320	Consumers Energy	6,278.98	6,278.98
10/01/13	5469	V	10014430.04	Schindler Elevator Corp.	1,082.50	1,082.50
10/10/13	5470	V	10014420	Ace Hardware	9.49	9.49
10/10/13	5471	V	10014185	AT & T	440.00	440.00
10/10/13	5472	V	10014185	AT & T Mobility	452.41	452.41
10/10/13	5473		10014420	Cadillac Plumbing & Heating Supply Co., Inc.	335.22	335.22
10/10/13	5474	V	10014185	Charter Business	123.19	
10/10/13	5474	V	10014230	Charter Business	3,918.43	4,041.62
10/10/13	5475	V	10014310	City of Manistee	4,619.69	4,619.69
10/10/13	5476		10014190.3	City of Manistee	250.00	
10/10/13	5476		10014430.05	City of Manistee	4,848.00	5,098.00

Manistee Housing Commission
Cash Disbursements-West Shore Journal

Date	Reference	T	Account	Description	Amount	Reference Total
10/10/13	5477	V	10014320	Consumers Energy	216.04	216.04
10/10/13	5478	V	10014430.12	Crystal Lock & Supply	208.00	208.00
10/10/13	5479		10014430.02	Custom Sheet Metal & Heating	46.20	46.20
10/10/13	5480	V	10014170	H.A.A.S., Inc.	667.44	667.44
10/10/13	5481		10014190.3	Housing Data Systems	100.00	100.00
10/10/13	5482		10014420	McCardel Water Conditioning	289.00	289.00
10/10/13	5483	V	10011400	Next IT	1,825.48	
10/10/13	5483	V	10014190.3	Next IT	339.00	
10/10/13	5483	V	15111408	Next IT	1,825.48	
10/10/13	5483	V	15119800	Next IT	(1,825.48)	2,164.48
10/10/13	5484		10014430.12	Northern Fire & Safety	1,483.85	1,483.85
10/10/13	5485	V	10014420	Olson Lumber Company	166.34	166.34
10/10/13	5486	V	10014190.5	The Pioneer Group	40.60	40.60
10/10/13	5487		10011400	Schindler Elevator Corporation	9,990.00	
10/10/13	5487		15101460	Schindler Elevator Corporation	9,990.00	
10/10/13	5487		15109800	Schindler Elevator Corporation	(9,990.00)	9,990.00
10/14/13	5488	V	10014431	Allied Waste Services	969.07	969.07
10/14/13	5489	V	10014510	AmTrust North America Inc	795.00	795.00
10/14/13	5490	V	10014190.3	Applied Imaging	202.09	202.09
10/14/13	5491	V	10014420	Blarney Castle Fleet Program	313.67	313.67
10/14/13	5492	V	10014320	Consumers Energy	1,516.05	1,516.05
10/14/13	5493		10014150	Dale Priester	1,000.00	1,000.00
10/14/13	5494	V	10014170	Daniel D. Laskey Co., PC	74.00	74.00
10/14/13	5495	V	10014330	DTE Energy	1,235.98	1,235.98
10/14/13	5496	V	10014430.06	Haglund's Floor Covering	4,837.00	4,837.00
10/14/13	5497	V	10014190.3	Kushner & Company	51.52	51.52
10/14/13	5498		10012119.2	Manistee Housing Commission	632.00	632.00
10/14/13	5499		10014190.2	MHDA	40.00	40.00
10/21/13	5500		10011400	First Contracting, Inc.	16,344.00	
10/21/13	5500		15101460	First Contracting, Inc.	16,344.00	
10/21/13	5500		15109800	First Contracting, Inc.	(16,344.00)	16,344.00
10/22/13	5501		10011400	First Contracting, Inc.	5,375.00	
10/22/13	5501		15101460	First Contracting, Inc.	5,375.00	
10/22/13	5501		15109800	First Contracting, Inc.	(5,375.00)	5,375.00
10/21/13	5502		10014420	Amor Sign Studios Inc	633.60	633.60
10/21/13	5503	V	10014185	AT & T Long Distance	61.91	61.91

**Manistee Housing Commission
Cash Disbursements-West Shore Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
10/21/13	5504		10014430.02	Custom Sheet Metal & Heating	279.00	279.00
10/21/13	5505	V	10014330	DTE Energy	377.44	377.44
10/21/13	5506	V	10014420	Fastenal Company	391.37	391.37
10/21/13	5507	V	10014420	HD Supply Facilities Mtce	653.33	653.33
10/21/13	5508		10014190.4	Housing Data Systems	217.00	217.00
10/21/13	5509	V	10014190.4	Jackpine Business Centers	61.23	61.23
10/21/13	5510		10014130	Mika Meyers Beckett & Jones PLC	3,751.98	3,751.98
10/21/13	5511	V	10014190.2	PHADA	365.00	365.00
10/21/13	5512	V	10014190.5	The PI Company	40.30	40.30
10/21/13	5513		10014430.08	Polcyn Plumbing & Heating	129.14	129.14
10/21/13	5514	V	10012117.4	Priority Health	970.48	
10/21/13	5514	V	10014182	Priority Health	2,428.42	
10/21/13	5514	V	10014433	Priority Health	3,131.32	6,530.22
10/21/13	5515	V	10014182	VSP	60.99	
10/21/13	5515	V	10014433	VSP	87.13	148.12
10/30/13	5516		10014190.3	City of Manistee	10.00	
10/30/13	5516		10014430.05	City of Manistee	1,410.56	1,420.56
10/30/13	5517	V	10011400.8	HD Supply Facilities Mtce	1,136.70	
10/30/13	5517	V	10014420	HD Supply Facilities Mtce	864.53	
10/30/13	5517	V	10017520	HD Supply Facilities Mtce	1,136.70	
10/30/13	5517	V	10017590	HD Supply Facilities Mtce	(1,136.70)	2,001.23
10/30/13	5518	V	10014420	Linke Lumber Company	26.10	26.10
10/30/13	5519	V	10014182	Principal Financial Group	363.12	
10/30/13	5519	V	10014433	Principal Financial Group	521.16	884.28
10/30/13	5520	V	10014190.4	Staples Credit Plan	620.13	620.13
10/30/13	5521	V	10011690	Void Check	0.00	
10/30/13	5522	V	10014430.07	Top Line Electric	1,818.32	1,818.32
10/30/13	5523		10011690	Checks 5523-5532 in November	0.00	
10/30/13	5533	V	10014182	Sun Life Financial	74.01	
10/30/13	5533	V	10014433	Sun Life Financial	10.77	84.78
10/31/13	MI078		10011111.2	Checks 5449-5522 & CK 5533	(108,991.35)	(108,991.35)
				Transaction Balance		<u>0.00</u>

Total Debits 144,867.40Total Credits 144,867.40A/C Hash Total 1062187936.770

Number of Transactions 102

**Manistee Housing Commission
Cash Receipts Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
10/31/13	165		10011111.2	October Cash Receipts	64,293.68	
10/31/13	165		10011122	October TAR Collections	(58,287.31)	
10/31/13	165		10012114	Tenant Security/Pet Deposits	(2,258.00)	
10/31/13	165		10012119.2	October Cash Receipts	(632.00)	
10/31/13	165		10013690.1	Blight Elimination Grant	(2,068.75)	
10/31/13	165		10013690.1	Restitution - Myers	(12.50)	
10/31/13	165		10013690.4	Laundry Income	(841.07)	
10/31/13	165		10013690.6	Fraud Recovery - Wisniewski	(194.05)	
10/31/13	165		20011122	October TAR Collections	(632.00)	
10/31/13	165		20011129.4	October Cash Receipts	632.00	
10/31/13	166		10011111.2	2012 Operating Subsidy	82.00	
10/31/13	166		10016010	2012 Operating Subsidy	(82.00)	
10/31/13	167		10011111.2	Operating Subsidy	7,693.67	
10/31/13	167		10013401.2	Operating Subsidy	(7,693.67)	
10/31/13	168		10011111.2	2012 Operating Subsidy	245.00	
10/31/13	168		10016010	2012 Operating Subsidy	(245.00)	
10/31/13	169		10011111.2	Operating Subsidy	25,185.67	
10/31/13	169		10013401.2	Operating Subsidy	(25,185.67)	
10/31/13	170		10011111.2	501-10 CFP Grant	9,900.00	
10/31/13	170		10103401.3	501-10 CFP Grant	(9,900.00)	
10/31/13	170		15101600	501-10 CFP Grant	9,900.00	
10/31/13	170		15101699	501-10 CFP Grant	(9,900.00)	
10/31/13	171		10011111.2	501-10 CFP Grant	1,825.48	
10/31/13	171		10113401.3	501-10 CFP Grant	(1,825.48)	
10/31/13	171		15111600	501-10 CFP Grant	1,825.48	
10/31/13	171		15111699	501-10 CFP Grant	(1,825.48)	
10/31/13	172		10011111.2	501-10 CFP Grant	16,344.00	
10/31/13	172		10103401.3	501-10 CFP Grant	(16,344.00)	
10/31/13	172		15101600	501-10 CFP Grant	16,344.00	
10/31/13	172		15101699	501-10 CFP Grant	(16,344.00)	
10/31/13	173		10011111.2	501-10 CFP Grant	5,375.00	
10/31/13	173		10103401.3	501-10 CFP Grant	(5,375.00)	
10/31/13	173		15101600	501-10 CFP Grant	5,375.00	
10/31/13	173		15101699	501-10 CFP Grant	(5,375.00)	
10/31/13	174		10011111.2	NOW Interest	0.18	
10/31/13	174		10013610	NOW Interest	(0.18)	
10/31/13	175		10011111.2	REPO Interest	102.95	
10/31/13	175		10013610	REPO Interest	(102.95)	
10/31/13	176		10011111.3	HRA Interest	0.50	
10/31/13	176		10013610	HRA Interest	(0.50)	
					Transaction Balance	<u>0.00</u>

Total Debits 165,124.61

Total Credits 165,124.61

A/C Hash Total 461602155.900

Number of Transactions 40

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
10/31/13	391		10013690.1	To reclassify refund of insurance premium (CR 149 dated 08/31/2013).	476.00	
10/31/13	391		10014510	To reclassify refund of insurance premium (CR 149 dated 08/31/2013).	(476.00)	
10/31/13	392		10011111.2	To reverse JE 390 dated 09/30/2013.	7,599.23	
10/31/13	392		10011690	To reverse JE 390 dated 09/30/2013.	(7,599.23)	
10/31/13	393		10011122	To record charges to tenants per October 2013 MSO.	58,695.44	
10/31/13	393		10013110	To record charges to tenants per October 2013 MSO.	(51,629.00)	
10/31/13	393		10013120	To record charges to tenants per October 2013 MSO.	(645.67)	
10/31/13	393		10013689	To record charges to tenants per October 2013 MSO.	(4,296.00)	
10/31/13	393		10013690	To record charges to tenants per October 2013 MSO.	(2,124.77)	
10/31/13	394		10011111.2	To record NSF per October 2013 bank statement.	(336.00)	
10/31/13	394		10011122	To record NSF per October 2013 bank statement.	336.00	
10/31/13	395		10011122	To record transfer of A/R to security deposit per October 2013 MSO.	0.50	
10/31/13	395		10012114	To record transfer of A/R to security deposit per October 2013 MSO.	(0.50)	
10/31/13	396		10011122	To record transfers of security deposits to A/R per October 2013 MSO.	(202.00)	
10/31/13	396		10012114	To record transfers of security deposits to A/R per October 2013 MSO.	202.00	
10/31/13	397		10011162	To record interest added to West Shore Bank CD #89018 per notice.	89.42	
10/31/13	397		10013610	To record interest added to West Shore Bank CD #89018 per notice.	(89.42)	
10/31/13	398		10011111.2	To record stop payment & fee for CK 5447 dated 09/23/2013.	1,563.58	
10/31/13	398		10011111.2	To record stop payment & fee for CK 5447 dated 09/23/2013.	(33.00)	
10/31/13	398		10014182	To record stop payment & fee for CK 5447 dated 09/23/2013.	(711.05)	
10/31/13	398		10014190.5	To record stop payment & fee for CK 5447 dated 09/23/2013.	33.00	
10/31/13	398		10014433	To record stop payment & fee for CK 5447 dated 09/23/2013.	(852.53)	
10/31/13	399		10011111.3	To record HRA transactions per October 2013 bank statement.	(1,610.45)	
10/31/13	399		10012117.12	To record HRA transactions per October 2013 bank statement.	1,610.45	
10/31/13	400		10011111.2	To record MiSDU debits per October 2013 bank statement.	(35.40)	
10/31/13	400		10012117.8	To record MiSDU debits per October 2013 bank statement.	35.40	
10/31/13	401		10011111.2	To record MERS debit per October 2013 bank statement.	(1,240.80)	
10/31/13	401		10012117.5	To record MERS debit per October 2013		

Date	Reference	T	Account	Description	Amount	Reference Total
				bank statement.	1,240.80	
10/31/13	402		10011111.2	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	(5,294.06)	
10/31/13	402		10012117.1	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	1,197.22	
10/31/13	402		10012117.11	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	279.99	
10/31/13	402		10012117.2	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	1,621.00	
10/31/13	402		10012117.3	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	718.66	
10/31/13	402		10014182	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	998.71	
10/31/13	402		10014433	To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.	478.48	
10/31/13	A1	S	10019998	To record unit months for PUM calculation.	214.00	
10/31/13	A1	S	10019999	To record unit months for PUM calculation.	(214.00)	
10/31/13	A2	S	10012137	To record estimated monthly PILOT expense.	(3,120.00)	
10/31/13	A2	S	10014520	To record estimated monthly PILOT expense.	3,120.00	
10/31/13	A3	S	10011400.95	To record estimated monthly depreciation expense.	(26,615.00)	
10/31/13	A3	S	10014800	To record estimated monthly depreciation expense.	26,615.00	
10/31/13	PAY2013		10011111.2	Payroll Journal Entry	(14,091.04)	
10/31/13	PAY2013		10012117.1	Payroll Journal Entry	(1,197.22)	
10/31/13	PAY2013		10012117.10	Payroll Journal Entry	(20.00)	
10/31/13	PAY2013		10012117.11	Payroll Journal Entry	(279.99)	
10/31/13	PAY2013		10012117.12	Payroll Journal Entry	(242.30)	
10/31/13	PAY2013		10012117.2	Payroll Journal Entry	(1,621.00)	
10/31/13	PAY2013		10012117.3	Payroll Journal Entry	(720.85)	
10/31/13	PAY2013		10012117.4	Payroll Journal Entry	(970.48)	
10/31/13	PAY2013		10012117.5	Payroll Journal Entry	(1,231.35)	
10/31/13	PAY2013		10012117.6	Payroll Journal Entry	(3.00)	
10/31/13	PAY2013		10012117.8	Payroll Journal Entry	(35.40)	
10/31/13	PAY2013		10012117.9	Payroll Journal Entry	(109.96)	
10/31/13	PAY2013		10014110	Payroll Journal Entry	13,628.84	
10/31/13	PAY2013		10014410	Payroll Journal Entry	6,893.75	
10/31/13	RT1	S	10019996	To record actual units leased for REAC reporting purposes.	213.00	
10/31/13	RT1	S	10019997	To record actual units leased for REAC reporting purposes.	(213.00)	
10/31/13	RT2	S	10011211	To record monthly insurance write off.	(5,261.53)	
10/31/13	RT2	S	10014510	To record monthly insurance write off.	5,261.53	

Transaction Balance

0.00

**Manistee Housing Commission
Journal Entry Journal**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
Total Debits	<u>133,122.00</u>		Total Credits	<u>133,122.00</u>	A/C Hash Total	<u>590763609.710</u>
Number of Transactions		59				

**Manistee Housing Commission
Payroll Disbursements Journal**

Date	Reference	T	Account	Description	Amount	Reference Total
10/09/13	12588		10014182	Unemployment Agency	459.94	459.94
10/09/13	12589	V	10012117.10	United Way	20.00	20.00
10/09/13	12597	V	10012117.6	United Steel Workers	3.00	3.00
10/09/13	12598	V	10011111.3	West Shore Bank	121.15	121.15
10/23/13	12607	V	10012117.9	United Steel Workers	109.96	109.96
10/23/13	12608	V	10011111.3	West Shore Bank	121.15	121.15
10/31/13	MI078		10011111.2	October 2013 Payroll Disbursements	(835.20)	<u>(835.20)</u>
					Transaction Balance	<u><u>0.00</u></u>

Total Debits 835.20 Total Credits 835.20 A/C Hash Total 70083868.400

Number of Transactions 7

**Manistee Housing Commission
Journal Entry Report - Payroll**

Ref.	Date	G/L Account	Description	Debit	Credit
Payroll Checks					
89.10	10/31/13	10011111.2	NOW Account		14,091.04
89.10	10/31/13	10012117.1	Social Security Withheld		1,197.22
89.10	10/31/13	10012117.10	United Way		20.00
89.10	10/31/13	10012117.11	Medicare Withheld		279.99
89.10	10/31/13	10012117.12	FSA Withheld		242.30
89.10	10/31/13	10012117.2	Federal Income Tax Withl		1,621.00
89.10	10/31/13	10012117.3	State Income Tax Withhel		720.85
89.10	10/31/13	10012117.4	125 Medical Withheld		970.48
89.10	10/31/13	10012117.5	Pension Withheld		1,231.35
89.10	10/31/13	10012117.6	PAC Withheld		3.00
89.10	10/31/13	10012117.8	Friend of Court Withheld		35.40
89.10	10/31/13	10012117.9	Union Dues Withheld		109.96
89.10	10/31/13	10012119	Accounts Payable - Other		0.00
89.10	10/31/13	10014110	Administrative Salaries	13,628.84	
89.10	10/31/13	10014410	Labor, Maintenance	6,893.75	
15 Journal Entries			Total	<u>20,522.59</u>	<u>20,522.59</u>

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Anthony - Anthony Mastrapasqua Check #12590 10/09/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	59.16	Union Dues	16.68
			FICA-Med	13.83	Union PAC (1)	1.00
			Federal W/H	0.00	125 Medical	85.80
			State W/H	37.90	Mers	62.40
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>110.89</u>		<u>165.88</u>
Number of Periods: 1					NET PAY:	763.23
Company Expenses:		FICA-SS: 59.16	FICA-Med: 13.84	FUTA: 0.00		
Anthony - Anthony Mastrapasqua Check #12599 10/23/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	59.16	Union Dues	16.68
			FICA-Med	13.84	Union PAC (1)	0.00
			Federal W/H	0.00	125 Medical	85.80
			State W/H	37.90	Mers	62.40
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>110.90</u>		<u>164.88</u>
Number of Periods: 1					NET PAY:	764.22
Company Expenses:		FICA-SS: 59.16	FICA-Med: 13.84	FUTA: 0.00		
Beverly - Beverly A. Pahoski Check #12594 10/09/13						
Salaried Wages	0.0000	1,080.00	FICA-SS	66.96	Mers	64.80
			FICA-Med	15.66	United Way(2)	5.00
			Federal W/H	122.00		
			State W/H	53.15		
TOTALS	<u>0.0000</u>	<u>1,080.00</u>		<u>257.77</u>		<u>69.80</u>
Number of Periods: 1					NET PAY:	752.43
Company Expenses:		FICA-SS: 66.96	FICA-Med: 15.66	FUTA: 0.00		
Beverly - Beverly A. Pahoski Check #12603 10/23/13						
Salaried Wages	0.0000	1,080.00	FICA-SS	66.96	Mers	64.80
			FICA-Med	15.66	United Way(2)	5.00
			Federal W/H	122.00		
			State W/H	53.15		
TOTALS	<u>0.0000</u>	<u>1,080.00</u>		<u>257.77</u>		<u>69.80</u>
Number of Periods: 1					NET PAY:	752.43
Company Expenses:		FICA-SS: 66.96	FICA-Med: 15.66	FUTA: 0.00		
Beverly - Beverly A. Pahoski Check #12604 10/23/13						
Salaried Wages	0.0000	100.00	FICA-SS	6.20	Mers	6.00
			FICA-Med	1.45	United Way(2)	0.00
			Federal W/H	1.00		
			State W/H	14.00		
TOTALS	<u>0.0000</u>	<u>100.00</u>		<u>22.65</u>		<u>6.00</u>
Number of Periods: 1					NET PAY:	71.35
Company Expenses:		FICA-SS: 6.20	FICA-Med: 1.45	FUTA: 0.00		
Clinton - Clinton E. Copus II Check #12592 10/09/13						
Salaried Wages	0.0000	3,086.54	FICA-SS	180.09	Mers	185.19
			FICA-Med	42.11	FSA	96.15
			Federal W/H	281.00	125 Medical	85.80
			State W/H	102.66		
TOTALS	<u>0.0000</u>	<u>3,086.54</u>		<u>605.86</u>		<u>367.14</u>
Number of Periods: 1					NET PAY:	2,113.54
Company Expenses:		FICA-SS: 180.08	FICA-Med: 42.12	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Clinton - Clinton E. Copus II Check #12601 10/23/13						
Salaried Wages	0.0000	3,086.54	FICA-SS	180.09	Mers	185.19
			FICA-Med	42.12	FSA	96.15
			Federal W/H	281.00	125 Medical	85.80
			State W/H	102.66		
TOTALS	<u>0.0000</u>	<u>3,086.54</u>		<u>605.87</u>		<u>367.14</u>
Number of Periods: 1					NET PAY:	2,113.53
Company Expenses:		FICA-SS: 180.08	FICA-Med: 42.12	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			
Kevin - Kevin Helminiak Check #12591 10/09/13						
Salaried Wages	0.0000	1,323.75	FICA-SS	76.75	Union Dues	20.95
			FICA-Med	17.95	Union PAC (1)	1.00
			Federal W/H	54.00	Child Support	17.70
			State W/H	36.32	125 Medical	85.80
					Mers	79.43
TOTALS	<u>0.0000</u>	<u>1,323.75</u>		<u>185.02</u>		<u>204.88</u>
Number of Periods: 1					NET PAY:	933.85
Company Expenses:		FICA-SS: 76.75	FICA-Med: 17.95	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			
Kevin - Kevin Helminiak Check #12600 10/23/13						
Salaried Wages	0.0000	1,410.00	FICA-SS	82.09	Union Dues	22.29
			FICA-Med	19.21	Union PAC (1)	0.00
			Federal W/H	66.00	Child Support	17.70
			State W/H	39.77	125 Medical	85.80
					Mers	84.60
TOTALS	<u>0.0000</u>	<u>1,410.00</u>		<u>207.07</u>		<u>210.39</u>
Number of Periods: 1					NET PAY:	992.54
Company Expenses:		FICA-SS: 82.10	FICA-Med: 19.20	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			
Lorna - Lorna J. Perski Check #12593 10/09/13						
Salaried Wages	0.0000	1,877.88	FICA-SS	111.11	Mers	112.67
			FICA-Med	25.99	United Way(2)	5.00
			Federal W/H	242.00	125 Medical	85.80
			State W/H	64.92		
TOTALS	<u>0.0000</u>	<u>1,877.88</u>		<u>444.02</u>		<u>203.47</u>
Number of Periods: 1					NET PAY:	1,230.39
Company Expenses:		FICA-SS: 111.10	FICA-Med: 25.99	FUTA: 0.00		
Lorna - Lorna J. Perski Check #12602 10/23/13						
Salaried Wages	0.0000	1,877.88	FICA-SS	111.11	Mers	112.67
			FICA-Med	25.98	United Way(2)	5.00
			Federal W/H	242.00	125 Medical	85.80
			State W/H	64.92		
TOTALS	<u>0.0000</u>	<u>1,877.88</u>		<u>444.01</u>		<u>203.47</u>
Number of Periods: 1					NET PAY:	1,230.40
Company Expenses:		FICA-SS: 111.10	FICA-Med: 25.99	FUTA: 0.00		
Monica - Monica Otis Check #12596 10/09/13						
Salaried Wages	0.0000	720.00	FICA-SS	43.46	Mers	43.20
			FICA-Med	10.16	125 Medical	19.10
			Federal W/H	69.00		
			State W/H	27.95		
TOTALS	<u>0.0000</u>	<u>720.00</u>		<u>150.57</u>		<u>62.30</u>
Number of Periods: 1					NET PAY:	507.13
Company Expenses:		FICA-SS: 43.46	FICA-Med: 10.16	FUTA: 0.00		

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Monica - Monica Otis Check #12606 10/23/13						
Salaried Wages	0.0000	720.00	FICA-SS	43.46	Mers	43.20
			FICA-Med	10.16	125 Medical	19.10
			Federal W/H	69.00		
			State W/H	27.95		
TOTALS	<u>0.0000</u>	<u>720.00</u>		<u>150.57</u>		<u>62.30</u>
Number of Periods: 1					NET PAY:	507.13
Company Expenses:		FICA-SS: 43.46	FICA-Med: 10.16	FUTA: 0.00		
Robert - Robert Krolczyk Check #12595 10/09/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	55.31	Mers	62.40
			FICA-Med	12.93	Union PAC (1)	1.00
			Federal W/H	36.00	Union Dues	16.68
			State W/H	28.80	FSA	25.00
					125 Medical	122.94
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>133.04</u>		<u>228.02</u>
Number of Periods: 1					NET PAY:	678.94
Company Expenses:		FICA-SS: 55.31	FICA-Med: 12.93	FUTA: 0.00		
Robert - Robert Krolczyk Check #12605 10/23/13						
Salaried Wages	0.0000	1,040.00	FICA-SS	55.31	Mers	62.40
			FICA-Med	12.94	Union PAC (1)	0.00
			Federal W/H	36.00	Union Dues	16.68
			State W/H	28.80	FSA	25.00
					125 Medical	122.94
TOTALS	<u>0.0000</u>	<u>1,040.00</u>		<u>133.05</u>		<u>227.02</u>
Number of Periods: 1					NET PAY:	679.93
Company Expenses:		FICA-SS: 55.31	FICA-Med: 12.93	FUTA: 0.00		

**Manistee Housing Commission
Payroll Journal**

Pay Description	Hours	Amount	Withholdings	Amount	Deduction Desc.	Amount
Company Totals	Number of Checks: 15					
Salaried Wages	0.0000	20,522.59	FICA-SS	1,197.22	Mers	1,231.35
			FICA-Med	279.99	United Way(2)	20.00
			Federal W/H	1,621.00	FSA	242.30
			State W/H	720.85	125 Medical	970.48
					Union Dues	109.96
					Union PAC (1)	3.00
					Child Support	35.40
TOTALS	<u>0.0000</u>	<u>20,522.59</u>		<u>3,819.06</u>		<u>2,612.49</u>
					NET PAY:	14,091.04
Company Expenses:		FICA-SS: 1,197.19	FICA-Med: 280.00	FUTA: 0.00		
		MI SUTA-Base Rate: 0.00	MI SUTA-Obligation A: 0.00			

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10011111.2 NOW Account				449,710.41		
10/31/13	165		October Cash Receipts		64,293.68	
10/31/13	166		2012 Operating Subsidy		82.00	
10/31/13	167		Operating Subsidy		7,693.67	
10/31/13	168		2012 Operating Subsidy		245.00	
10/31/13	169		Operating Subsidy		25,185.67	
10/31/13	170		501-10 CFP Grant		9,900.00	
10/31/13	171		501-10 CFP Grant		1,825.48	
10/31/13	172		501-10 CFP Grant		16,344.00	
10/31/13	173		501-10 CFP Grant		5,375.00	
10/31/13	174		NOW Interest		0.18	
10/31/13	175		REPO Interest		102.95	
10/31/13	392		To reverse JE 390 dated 09/30/2013.		7,599.23	
10/31/13	394		To record NSF per October 2013 bank statement.		(336.00)	
10/31/13	398		To record stop payment & fee for CK 5447 dated 09/23/2013.		1,563.58	
10/31/13	398		To record stop payment & fee for CK 5447 dated 09/23/2013.		(33.00)	
10/31/13	400		To record MiSDU debits per October 2013 bank statement.		(35.40)	
10/31/13	401		To record MERS debit per October 2013 bank statement.		(1,240.80)	
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		(5,294.06)	
10/31/13	MI078		Checks 5449-5522 & CK 5533		(108,991.35)	
10/31/13	MI078		October 2013 Payroll Disbursements		(835.20)	
10/31/13	PAY2013		Payroll Journal Entry		(14,091.04)	
					<u>9,353.59</u>	<u>459,064.00</u>
10011111.3 HRA Account				12,067.51		
10/31/13	176		HRA Interest		0.50	
10/31/13	399		To record HRA transactions per October 2013 bank statement.		(1,610.45)	
10/09/13	12598	V	West Shore Bank		121.15	
10/23/13	12608	V	West Shore Bank		121.15	
					<u>(1,367.65)</u>	<u>10,699.86</u>
10011117 Petty Cash Fund				250.00		
					<u>0.00</u>	<u>250.00</u>
10011118 Change Fund				50.00		
					<u>0.00</u>	<u>50.00</u>
10011122 Tenants Accounts Receivable				14,237.32		
10/31/13	165		October TAR Collections		(58,287.31)	
10/31/13	393		To record charges to tenants per October 2013 MSO.		58,695.44	
10/31/13	394		To record NSF per October 2013 bank statement.		336.00	
10/31/13	395		To record transfer of A/R to security deposit per October 2013 MSO.		0.50	
10/31/13	396		To record transfers of security deposits to A/R per October 2013 MSO.		(202.00)	
10/01/13	5459	V	Consumers Energy		174.24	
					<u>716.87</u>	<u>14,954.19</u>
10011122.1 Allowance for Doubtful Accounts				(3,316.22)		
					<u>0.00</u>	<u>(3,316.22)</u>
10011162 General Fund Investments				50,679.69		
10/31/13	397		To record interest added to West Shore Bank CD #89018 per			

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	10011162		General Fund Investments (cont.)			
			notice.		89.42	
					<u>89.42</u>	<u>50,769.11</u>
	10011211		Prepaid Insurance	17,115.13		
10/31/13	RT2	S	To record monthly insurance write off.		(5,261.53)	
					<u>(5,261.53)</u>	<u>11,853.60</u>
	10011400		Construction in Progress-CFP	24,097.70		
10/10/13	5483	V	Next IT		1,825.48	
10/10/13	5487		Schindler Elevator Corporation		9,990.00	
10/21/13	5500		First Contracting, Inc.		16,344.00	
10/22/13	5501		First Contracting, Inc.		5,375.00	
					<u>33,534.48</u>	<u>57,632.18</u>
	10011400.6		Land	360,271.62		
					<u>0.00</u>	<u>360,271.62</u>
	10011400.61		Land Improvements	85,905.07		
					<u>0.00</u>	<u>85,905.07</u>
	10011400.7		Buildings	4,657,515.77		
					<u>0.00</u>	<u>4,657,515.77</u>
	10011400.71		Building Improvements	4,731,281.90		
					<u>0.00</u>	<u>4,731,281.90</u>
	10011400.72		Non-dwelling Structures	7,050.00		
					<u>0.00</u>	<u>7,050.00</u>
	10011400.8		Furn., Equip., Mach.-Dwellings	232,575.39		
10/30/13	5517	V	HD Supply Facilities Mtce		1,136.70	
					<u>1,136.70</u>	<u>233,712.09</u>
	10011400.9		Furn., Equip., Mach.-Admin	481,248.05		
					<u>0.00</u>	<u>481,248.05</u>
	10011400.95		Accumulated Depreciation-ALL	(7,263,591.45)		
10/31/13	A3	S	To record estimated monthly depreciation expense.		(26,615.00)	
					<u>(26,615.00)</u>	<u>(7,290,206.45)</u>
	10011690		Undistributed Debits	7,599.23		
10/31/13	392		To reverse JE 390 dated 09/30/2013.		(7,599.23)	
10/01/13	5463	V	Void Check		0.00	
10/30/13	5521	V	Void Check		0.00	
10/30/13	5523		Checks 5523-5532 in November		0.00	
					<u>(7,599.23)</u>	<u>0.00</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10012111 Vendors and Contractors				(34,336.64)		
					0.00	(34,336.64)
10012114 Tenant Security Deposits				(54,728.83)		
10/31/13	165		Tenant Security/Pet Deposits		(2,258.00)	
10/31/13	395		To record transfer of A/R to security deposit per October 2013 MSO.		(0.50)	
10/31/13	396		To record transfers of security deposits to A/R per October 2013 MSO.		202.00	
					(2,056.50)	(56,785.33)
10012117.1 Social Security Withheld				0.00		
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		1,197.22	
10/31/13	PAY2013		Payroll Journal Entry		(1,197.22)	
					0.00	0.00
10012117.10 United Way				(20.00)		
10/09/13	12589	V	United Way		20.00	
10/31/13	PAY2013		Payroll Journal Entry		(20.00)	
					0.00	(20.00)
10012117.11 Medicare Withheld				0.00		
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		279.99	
10/31/13	PAY2013		Payroll Journal Entry		(279.99)	
					0.00	0.00
10012117.12 FSA Withheld				(1,902.30)		
10/31/13	399		To record HRA transactions per October 2013 bank statement.		1,610.45	
10/31/13	PAY2013		Payroll Journal Entry		(242.30)	
					1,368.15	(534.15)
10012117.2 Federal Income Tax Withheld				0.00		
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		1,621.00	
10/31/13	PAY2013		Payroll Journal Entry		(1,621.00)	
					0.00	0.00
10012117.3 State Income Tax Withheld				(718.66)		
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		718.66	
10/31/13	PAY2013		Payroll Journal Entry		(720.85)	
					(2.19)	(720.85)
10012117.4 125 Medical Withheld				0.00		
10/21/13	5514	V	Priority Health		970.48	
10/31/13	PAY2013		Payroll Journal Entry		(970.48)	
					0.00	0.00
10012117.5 Pension Withheld				(1,240.80)		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10012117.5 Pension Withheld (cont.)						
10/31/13	401		To record MERS debit per October 2013 bank statement.		1,240.80	
10/31/13	PAY2013		Payroll Journal Entry		(1,231.35)	
					<u>9.45</u>	<u>(1,231.35)</u>
10012117.6 PAC Withheld				0.00		
10/09/13	12597	V	United Steel Workers		3.00	
10/31/13	PAY2013		Payroll Journal Entry		(3.00)	
					<u>0.00</u>	<u>0.00</u>
10012117.8 Friend of Court Withheld				0.00		
10/31/13	400		To record MiSDU debits per October 2013 bank statement.		35.40	
10/31/13	PAY2013		Payroll Journal Entry		(35.40)	
					<u>0.00</u>	<u>0.00</u>
10012117.9 Union Dues Withheld				0.00		
10/23/13	12607	V	United Steel Workers		109.96	
10/31/13	PAY2013		Payroll Journal Entry		(109.96)	
					<u>0.00</u>	<u>0.00</u>
10012119.2 Interfund Payable - DVG				0.00		
10/31/13	165		October Cash Receipts		(632.00)	
10/14/13	5498		Manistee Housing Commission		632.00	
					<u>0.00</u>	<u>0.00</u>
10012131 EPC Loan - Current				(3,633.91)		
10/01/13	5456	V	Oswego Comm. Bank		1,204.87	
					<u>1,204.87</u>	<u>(2,429.04)</u>
10012132 EPC Loan - Noncurrent				(1,195,753.14)		
					<u>0.00</u>	<u>(1,195,753.14)</u>
10012135 Accrued Salaries and Wages				(13,392.45)		
					<u>0.00</u>	<u>(13,392.45)</u>
10012135.1 Accrued Comp. Absences-Current				(8,930.82)		
					<u>0.00</u>	<u>(8,930.82)</u>
10012135.3 Accrued Comp. Absences-Non Current				(10,855.28)		
					<u>0.00</u>	<u>(10,855.28)</u>
10012137 Payments in Lieu of Taxes				(28,080.00)		
10/31/13	A2	S	To record estimated monthly PILOT expense.		(3,120.00)	
					<u>(3,120.00)</u>	<u>(31,200.00)</u>
10012806 Unrestricted Net Assets				(354,686.86)		
					<u>0.00</u>	<u>(354,686.86)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
	10012806.1		Invested in Capital Assets	(2,312,438.58)		
					<u>0.00</u>	<u>(2,312,438.58)</u>
	10012820		HUD Operating Reserve - Memo	(354,686.86)		
					<u>0.00</u>	<u>(354,686.86)</u>
	10012820.1		HUD Operating Reserve-Contra	354,686.86		
					<u>0.00</u>	<u>354,686.86</u>
	10013110		Dwelling Rental	(446,333.00)		
10/31/13	393		To record charges to tenants per October 2013 MSO.		<u>(51,629.00)</u>	
					<u>(51,629.00)</u>	<u>(497,962.00)</u>
	10013120		Excess Utilities	(6,962.65)		
10/31/13	393		To record charges to tenants per October 2013 MSO.		<u>(645.67)</u>	
					<u>(645.67)</u>	<u>(7,608.32)</u>
	10013401.2		Operating Subsidy	(298,062.00)		
10/31/13	167		Operating Subsidy		<u>(7,693.67)</u>	
10/31/13	169		Operating Subsidy		<u>(25,185.67)</u>	
					<u>(32,879.34)</u>	<u>(330,941.34)</u>
	10013610		Interest Income-Gen. Fund	(1,066.03)		
10/31/13	174		NOW Interest		<u>(0.18)</u>	
10/31/13	175		REPO Interest		<u>(102.95)</u>	
10/31/13	176		HRA Interest		<u>(0.50)</u>	
10/31/13	397		To record interest added to West Shore Bank CD #89018 per notice.		<u>(89.42)</u>	
					<u>(193.05)</u>	<u>(1,259.08)</u>
	10013689		Tenant Income - Cable TV	(39,473.86)		
10/31/13	393		To record charges to tenants per October 2013 MSO.		<u>(4,296.00)</u>	
					<u>(4,296.00)</u>	<u>(43,769.86)</u>
	10013690		Tenant Income	(18,132.97)		
10/31/13	393		To record charges to tenants per October 2013 MSO.		<u>(2,124.77)</u>	
					<u>(2,124.77)</u>	<u>(20,257.74)</u>
	10013690.1		Non-Tenant Income	(5,823.18)		
10/31/13	165		Blight Elimination Grant		<u>(2,068.75)</u>	
10/31/13	165		Restitution - ██████████		<u>(12.50)</u>	
10/31/13	391		To reclassify refund of insurance premium (CR 149 dated 08/31/2013).		<u>476.00</u>	
					<u>(1,605.25)</u>	<u>(7,428.43)</u>
	10013690.4		Laundry Income	(6,904.54)		
10/31/13	165		Laundry Income		<u>(841.07)</u>	
					<u>(841.07)</u>	<u>(7,745.61)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10013690.5 Pop Machine Income				(102.92)		
					<u>0.00</u>	<u>(102.92)</u>
10013690.6 Fraud Recovery Revenue				(1,719.45)		
10/31/13	165		Fraud Recovery - Wisniewski		<u>(194.05)</u>	
					<u>(194.05)</u>	<u>(1,913.50)</u>
10014110 Administrative Salaries				117,455.43		
10/31/13	PAY2013		Payroll Journal Entry		<u>13,628.84</u>	
					<u>13,628.84</u>	<u>131,084.27</u>
10014130 Legal Expense				11,899.78		
10/21/13	5510		Mika Meyers Beckett & Jones PLC		<u>3,751.98</u>	
					<u>3,751.98</u>	<u>15,651.76</u>
10014140 Staff Training				350.00		
10/01/13	5462		PNC Bank		<u>191.11</u>	
					<u>191.11</u>	<u>541.11</u>
10014150 Travel Expense				256.64		
10/14/13	5493		Dale Priester		<u>1,000.00</u>	
					<u>1,000.00</u>	<u>1,256.64</u>
10014170 Accounting Fees				7,496.86		
10/10/13	5480	V	H.A.A.S., Inc.		<u>667.44</u>	
10/14/13	5494	V	Daniel D. Laskey Co., PC		<u>74.00</u>	
					<u>741.44</u>	<u>8,238.30</u>
10014182 Employee Benefits - Admin				39,523.76		
10/31/13	398		To record stop payment & fee for CK 5447 dated 09/23/2013.		<u>(711.05)</u>	
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH			
			TAX-PAY per October 2013 MSO.		<u>998.71</u>	
10/21/13	5514	V	Priority Health		<u>2,428.42</u>	
10/21/13	5515	V	VSP		<u>60.99</u>	
10/30/13	5519	V	Principal Financial Group		<u>363.12</u>	
10/30/13	5533	V	Sun Life Financial		<u>74.01</u>	
10/09/13	12588		Unemployment Agency		<u>459.94</u>	
					<u>3,674.14</u>	<u>43,197.90</u>
10014185 Telephone				8,217.68		
10/10/13	5471	V	AT & T		<u>440.00</u>	
10/10/13	5472	V	AT & T Mobility		<u>452.41</u>	
10/10/13	5474	V	Charter Business		<u>123.19</u>	
10/21/13	5503	V	AT & T Long Distance		<u>61.91</u>	
					<u>1,077.51</u>	<u>9,295.19</u>
10014190.1 Publications				175.00		
					<u>0.00</u>	<u>175.00</u>
10014190.2 Membership Dues and Fees				1,051.50		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10014190.2 Membership Dues and Fees (cont.)						
10/14/13	5499		MHDA		40.00	
10/21/13	5511	V	PHADA		365.00	
					<u>405.00</u>	<u>1,456.50</u>
10014190.3 Admin Service Contracts				16,896.38		
10/10/13	5476		City of Manistee		250.00	
10/10/13	5481		Housing Data Systems		100.00	
10/10/13	5483	V	Next IT		339.00	
10/14/13	5490	V	Applied Imaging		202.09	
10/14/13	5497	V	Kushner & Company		51.52	
10/30/13	5516		City of Manistee		10.00	
					<u>952.61</u>	<u>17,848.99</u>
10014190.4 Office Supplies				6,328.46		
10/01/13	5465	V	Staples Credit Plan		352.76	
10/21/13	5508		Housing Data Systems		217.00	
10/21/13	5509	V	Jackpine Business Centers		61.23	
10/30/13	5520	V	Staples Credit Plan		620.13	
					<u>1,251.12</u>	<u>7,579.58</u>
10014190.5 Other Sundry-Misc.				9,191.19		
10/31/13	398		To record stop payment & fee for CK 5447 dated 09/23/2013.		33.00	
10/01/13	5462		PNC Bank		674.99	
10/10/13	5486	V	The Pioneer Group		40.60	
10/21/13	5512	V	The PI Company		40.30	
					<u>788.89</u>	<u>9,980.08</u>
10014220 Rec., Pub., & Other Services				400.00		
					<u>0.00</u>	<u>400.00</u>
10014221 Resident Employee Stipend				8,938.00		
10/01/13	5449	V	██████████		100.00	
10/01/13	5450	V	██████████		200.00	
10/01/13	5451		██████████		100.00	
10/01/13	5452	V	██████████		200.00	
10/01/13	5453	V	██████████		200.00	
10/01/13	5454		██████████		100.00	
					<u>900.00</u>	<u>9,838.00</u>
10014222 Employee Benefits - Tenant Services				452.76		
					<u>0.00</u>	<u>452.76</u>
10014230 Contract Costs-Cable & Other				35,308.97		
10/10/13	5474	V	Charter Business		3,918.43	
					<u>3,918.43</u>	<u>39,227.40</u>
10014310 Water & Sewer				36,997.11		
10/10/13	5475	V	City of Manistee		4,619.69	
					<u>4,619.69</u>	<u>41,616.80</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10014320 Electricity				84,607.91		
10/01/13	5468	V	Consumers Energy		6,278.98	
10/10/13	5477	V	Consumers Energy		216.04	
10/14/13	5492	V	Consumers Energy		1,516.05	
					<u>8,011.07</u>	<u>92,618.98</u>
10014330 Gas				23,120.68		
10/01/13	5460	V	DTE Energy		97.99	
10/14/13	5495	V	DTE Energy		1,235.98	
10/21/13	5505	V	DTE Energy		377.44	
					<u>1,711.41</u>	<u>24,832.09</u>
10014410 Labor, Maintenance				70,097.77		
10/31/13	PAY2013		Payroll Journal Entry		6,893.75	
					<u>6,893.75</u>	<u>76,991.52</u>
10014420 Materials				33,485.76		
10/01/13	5461	V	HD Supply Facilities Mtce		1,393.20	
10/01/13	5464	V	Sherwin-Williams Co.		537.25	
10/01/13	5466	V	State Industrial Products		708.30	
10/01/13	5467	V	Sunrise Supplies		523.50	
10/10/13	5470	V	Ace Hardware		9.49	
10/10/13	5473		Cadillac Plumbing & Heating Supply Co., Inc.		335.22	
10/10/13	5482		McCardel Water Conditioning		289.00	
10/10/13	5485	V	Olson Lumber Company		166.34	
10/14/13	5491	V	Blarney Castle Fleet Program		313.67	
10/21/13	5502		Amor Sign Studios Inc		633.60	
10/21/13	5506	V	Fastenal Company		391.37	
10/21/13	5507	V	HD Supply Facilities Mtce		653.33	
10/30/13	5517	V	HD Supply Facilities Mtce		864.53	
10/30/13	5518	V	Linke Lumber Company		26.10	
					<u>6,844.90</u>	<u>40,330.66</u>
10014430.02 Heating & Cooling Contracts				12,041.66		
10/10/13	5479		Custom Sheet Metal & Heating		46.20	
10/21/13	5504		Custom Sheet Metal & Heating		279.00	
					<u>325.20</u>	<u>12,366.86</u>
10014430.04 Elevator Contracts				10,441.11		
10/01/13	5469	V	Schindler Elevator Corp.		1,082.50	
					<u>1,082.50</u>	<u>11,523.61</u>
10014430.05 Landscape & Grounds Contracts				8,052.86		
10/10/13	5476		City of Manistee		4,848.00	
10/30/13	5516		City of Manistee		1,410.56	
					<u>6,258.56</u>	<u>14,311.42</u>
10014430.06 Unit Turnaround Contracts				10,243.65		
10/14/13	5496	V	Haglund's Floor Covering		4,837.00	
					<u>4,837.00</u>	<u>15,080.65</u>
10014430.07 Electrical Contracts				2,748.63		

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
10014430.07 Electrical Contracts (cont.)						
10/30/13	5522	V	Top Line Electric		1,818.32	
					<u>1,818.32</u>	<u>4,566.95</u>
10014430.08 Plumbing Contracts				3,400.84		
10/21/13	5513		Polcyn Plumbing & Heating		129.14	
					<u>129.14</u>	<u>3,529.98</u>
10014430.09 Extermination Contracts				1,600.00		
					<u>0.00</u>	<u>1,600.00</u>
10014430.11 Routine Maintenance Contracts				4,641.53		
					<u>0.00</u>	<u>4,641.53</u>
10014430.12 Miscellaneous Contracts				7,098.09		
10/01/13	5457		Abonmarche Consultants, Inc.		319.50	
10/01/13	5458		Clyde's Collision		3,648.50	
10/10/13	5478	V	Crystal Lock & Supply		208.00	
10/10/13	5484		Northern Fire & Safety		1,483.85	
					<u>5,659.85</u>	<u>12,757.94</u>
10014431 Garbage Removal				9,554.66		
10/14/13	5488	V	Allied Waste Services		969.07	
					<u>969.07</u>	<u>10,523.73</u>
10014433 Employee Benefits - Maint.				46,110.42		
10/31/13	398		To record stop payment & fee for CK 5447 dated 09/23/2013.		(852.53)	
10/31/13	402		To record IRS USATAXPYMT(s) & STATE OF MICH TAX-PAY per October 2013 MSO.		478.48	
10/21/13	5514	V	Priority Health		3,131.32	
10/21/13	5515	V	VSP		87.13	
10/30/13	5519	V	Principal Financial Group		521.16	
10/30/13	5533	V	Sun Life Financial		10.77	
					<u>3,376.33</u>	<u>49,486.75</u>
10014434 Employee Benefits-Retirees				900.00		
10/01/13	5455	V	Noble Holmes		100.00	
					<u>100.00</u>	<u>1,000.00</u>
10014440 Staff Training-Maintenance				795.00		
10/01/13	5462		PNC Bank		160.50	
					<u>160.50</u>	<u>955.50</u>
10014441 Staff Travel-Maintenance				240.50		
					<u>0.00</u>	<u>240.50</u>
10014480 Security Contract Costs				3,164.04		
					<u>0.00</u>	<u>3,164.04</u>

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
10014510 Insurance				49,485.03		
10/31/13	391		To reclassify refund of insurance premium (CR 149 dated 08/31/2013).		(476.00)	
10/14/13	5489	V	AmTrust North America Inc		795.00	
10/31/13	RT2	S	To record monthly insurance write off.		5,261.53	
					<u>5,580.53</u>	<u>55,065.56</u>
10014520 Payment in Lieu of Taxes				28,080.00		
10/31/13	A2	S	To record estimated monthly PILOT expense.		3,120.00	
					<u>3,120.00</u>	<u>31,200.00</u>
10014570 Collection Losses				169.66		
					<u>0.00</u>	<u>169.66</u>
10014580 Interest Expense				57,794.28		
10/01/13	5456	V	Oswego Comm. Bank		6,394.36	
					<u>6,394.36</u>	<u>64,188.64</u>
10014610.3 Extraordinary Maint-Contract Costs				2,068.75		
					<u>0.00</u>	<u>2,068.75</u>
10014620.3 Casualty Losses-Contract Costs				21,930.80		
					<u>0.00</u>	<u>21,930.80</u>
10014620.4 Insurance Proceeds				(16,930.80)		
					<u>0.00</u>	<u>(16,930.80)</u>
10014800 Depreciation - Current Year				239,535.00		
10/31/13	A3	S	To record estimated monthly depreciation expense.		26,615.00	
					<u>26,615.00</u>	<u>266,150.00</u>
10016010 Prior Year Adj. - Affecting RR				(1,454.92)		
10/31/13	166		2012 Operating Subsidy		(82.00)	
10/31/13	168		2012 Operating Subsidy		(245.00)	
					<u>(327.00)</u>	<u>(1,781.92)</u>
10017510 Principal Payments - EPC				8,765.07		
10/01/13	5456	V	Oswego Comm. Bank		1,204.87	
					<u>1,204.87</u>	<u>9,969.94</u>
10017520 Replacement of Equipment				7,791.60		
10/30/13	5517	V	HD Supply Facilities Mtce		1,136.70	
					<u>1,136.70</u>	<u>8,928.30</u>
10017540 Betterments and Additions				3,409.05		
					<u>0.00</u>	<u>3,409.05</u>
10017590 Operating Expenditures-Contra				(19,965.72)		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
10017590 Operating Expenditures-Contra (cont.)						
10/01/13	5456	V	Oswego Comm. Bank		(1,204.87)	
10/30/13	5517	V	HD Supply Facilities Mtce		(1,136.70)	
					<u>(2,341.57)</u>	<u>(22,307.29)</u>
10019996 Actual Unit Months for REAC submission				1,907.00		
10/31/13	RT1	S	To record actual units leased for REAC reporting purposes.		213.00	
					<u>213.00</u>	<u>2,120.00</u>
10019997 Actual Unit Months - Contra				(1,907.00)		
10/31/13	RT1	S	To record actual units leased for REAC reporting purposes.		(213.00)	
					<u>(213.00)</u>	<u>(2,120.00)</u>
10019998 Unit Months - Memorandum				1,926.00		
10/31/13	A1	S	To record unit months for PUM calculation.		214.00	
					<u>214.00</u>	<u>2,140.00</u>
10019999 Unit Months - Contra				(1,926.00)		
10/31/13	A1	S	To record unit months for PUM calculation.		(214.00)	
					<u>(214.00)</u>	<u>(2,140.00)</u>
10103401.1 Operating Grants				(22,045.98)		
					<u>0.00</u>	<u>(22,045.98)</u>
10103401.3 Capital Grants				(22,775.42)		
10/31/13	170		501-10 CFP Grant		(9,900.00)	
10/31/13	172		501-10 CFP Grant		(16,344.00)	
10/31/13	173		501-10 CFP Grant		(5,375.00)	
					<u>(31,619.00)</u>	<u>(54,394.42)</u>
10104190.1 Publications				1,124.00		
					<u>0.00</u>	<u>1,124.00</u>
10104190.3 Administrative Service Contracts				1,615.00		
					<u>0.00</u>	<u>1,615.00</u>
10104430.02 Heating & Cooling Contracts				864.00		
					<u>0.00</u>	<u>864.00</u>
10104430.12 Miscellaneous Contracts				9,130.00		
					<u>0.00</u>	<u>9,130.00</u>
10113401.1 Operating Grants				(29,009.72)		
					<u>0.00</u>	<u>(29,009.72)</u>
10113401.3 Capital Grants				(1,322.28)		
10/31/13	171		501-10 CFP Grant		(1,825.48)	
					<u>(1,825.48)</u>	<u>(3,147.76)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
	10114110		Administrative Salaries	16,567.32	<u>0.00</u>	<u>16,567.32</u>
	10114182		Employee Benefits - Admin	1,267.40	<u>0.00</u>	<u>1,267.40</u>
	10114430.02		Heating & Cooling Contracts	2,518.00	<u>0.00</u>	<u>2,518.00</u>
	10114430.12		Miscellaneous Contract Costs	8,657.00	<u>0.00</u>	<u>8,657.00</u>
	15101406		Operations	40,000.00	<u>0.00</u>	<u>40,000.00</u>
	15101408		Management Improvements	21,484.00	<u>0.00</u>	<u>21,484.00</u>
	15101410.05		Salary & Benefits-Staff	24,000.00	<u>0.00</u>	<u>24,000.00</u>
	15101430.01		A & E Fees	11,857.37	<u>0.00</u>	<u>11,857.37</u>
	15101430.99		A & E Fees - Soft Costs	14,086.33	<u>0.00</u>	<u>14,086.33</u>
	15101460		Dwelling Structures	13,532.05		
10/10/13	5487		Schindler Elevator Corporation		9,990.00	
10/21/13	5500		First Contracting, Inc.		16,344.00	
10/22/13	5501		First Contracting, Inc.		5,375.00	
					<u>31,709.00</u>	<u>45,241.05</u>
	15101460.23		Modernize Boiler Rooms	24,544.00	<u>0.00</u>	<u>24,544.00</u>
	15101460.99		Dwelling Structures-Soft Costs	7,513.95	<u>0.00</u>	<u>7,513.95</u>
	15101475		Nondwelling Equipment	8,000.00	<u>0.00</u>	<u>8,000.00</u>
	15101485.99		Demolition-Soft Costs	720.00	<u>0.00</u>	<u>720.00</u>
	15101600		CFP Funding	175,050.68		

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
15101600 CFP Funding (cont.)						
10/31/13	170		501-10 CFP Grant		9,900.00	
10/31/13	172		501-10 CFP Grant		16,344.00	
10/31/13	173		501-10 CFP Grant		5,375.00	
					<u>31,619.00</u>	<u>206,669.68</u>
15101699 CFP Funding - Contra				(175,050.68)		
10/31/13	170		501-10 CFP Grant		(9,900.00)	
10/31/13	172		501-10 CFP Grant		(16,344.00)	
10/31/13	173		501-10 CFP Grant		(5,375.00)	
					<u>(31,619.00)</u>	<u>(206,669.68)</u>
15109800 CFP Cost - Contra				(165,737.70)		
10/10/13	5487		Schindler Elevator Corporation		(9,990.00)	
10/21/13	5500		First Contracting, Inc.		(16,344.00)	
10/22/13	5501		First Contracting, Inc.		(5,375.00)	
					<u>(31,709.00)</u>	<u>(197,446.70)</u>
15111406 Operations				40,000.00		
					<u>0.00</u>	<u>40,000.00</u>
15111408 Management Improvements				0.00		
10/10/13	5483	V	Next IT		1,825.48	
					<u>1,825.48</u>	<u>1,825.48</u>
15111410 Administration				17,834.72		
					<u>0.00</u>	<u>17,834.72</u>
15111430 A & E Fees				4,750.00		
					<u>0.00</u>	<u>4,750.00</u>
15111430.01 A & E Fees				1,322.28		
					<u>0.00</u>	<u>1,322.28</u>
15111460 Dwelling Structures				4,533.32		
					<u>0.00</u>	<u>4,533.32</u>
15111460.99 Dwelling Structures-Soft Costs				11,175.00		
					<u>0.00</u>	<u>11,175.00</u>
15111600 CFP Funding				79,615.32		
10/31/13	171		501-10 CFP Grant		1,825.48	
					<u>1,825.48</u>	<u>81,440.80</u>
15111699 CFP Funding - Contra				(79,615.32)		
10/31/13	171		501-10 CFP Grant		(1,825.48)	
					<u>(1,825.48)</u>	<u>(81,440.80)</u>

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	15119800		CFP Cost - Contra	(79,615.32)		
10/10/13	5483	V	Next IT		(1,825.48)	
					<u>(1,825.48)</u>	<u>(81,440.80)</u>
	15121430.99		A & E Fees - Soft Costs	2,061.25	0.00	2,061.25
	15121600		CFP Funding	2,061.25	0.00	2,061.25
	15121699		CFP Funding - Contra	(2,061.25)	0.00	(2,061.25)
	15129800		CFP Cost - Contra	(2,061.25)	0.00	(2,061.25)
Current Profit/(Loss)			<u>1,391.43</u>	YTD Profit/(Loss)		<u>(154,579.72)</u>
Number of Transactions			206	The General Ledger is in balance		<u>0.00</u>

Housing Authority Accounting Specialists
PO Box 545
Sparta, WI 54656
608-272-3209

Redactions for compliance with Federal Privacy Act

To the Board of Directors
And Management

Manistee Housing Commission
Domestic Violence Grant
273 Sixth Avenue
Manistee, MI 49660

Enclosed are the following reports for the month ending October 31, 2013. These reports have been compiled in accordance with Generally Accepted Accounting Principles.

- I. Financial Statements
- II. Journal Register
- III. General Ledger

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them. This report is offered as a review of your past operations and is a basis for decisions for your future policies.

Respectfully Submitted:

Housing Authority Accounting Specialists, Inc.

**Manistee Housing Commission
Domestic Violence Grant
BALANCE SHEET
As of October 31, 2013**

ASSETS

CURRENT ASSETS

Cash

1111 - Cash - MSHDA \$ 71,196.54

Total Cash 71,196.54

Receivables

1122.1 - Allowance for Doubtful Accounts (4,158.41)

Total Receivables (4,158.41)

Investments

Total Investments 0.00

Prepaid Expenses & Other Assets

Total Prepaid Expenses & Other Assets 0.00

Total Current Assets 67,038.13

CAPITAL ASSETS

Land, Structures & Equipment

1400.7 - Buildings 364,363.29

1400.98 - Accumulated Depreciation-DVG (54,656.11)

Total Land, Structures & Equipment 309,707.18

TOTAL CAPITAL ASSETS 309,707.18

TOTAL ASSETS \$ 376,745.31

**Manistee Housing Commission
Domestic Violence Grant
BALANCE SHEET
As of October 31, 2013**

LIABILITIES AND EQUITY

CURRENT LIABILITIES

Accounts Payable

2111 - Vendors and Contractors	\$	453.84
2114 - Tenant Security Deposits		<u>1,748.00</u>
Total Accounts Payable		2,201.84

Accrued Liabilities

2130 - Forgiveable Note - MSHDA		<u>500,000.00</u>
Total Accrued Liabilities		500,000.00

Total Current Liabilities 502,201.84

Non Current Liabilities

Total Non Current Liabilities 0.00

Deferred Credits

Total Deferred Credits 0.00

TOTAL LIABILITIES/DEFERRED CREDITS 502,201.84

EQUITY

Unreserved Fund Balance

2806 - Unrestricted Net Assets		57,951.53
2806.4 - Invested in Capital Assets-DVG		(182,042.82)
Current Year Profit(Loss)		<u>(1,365.24)</u>
Total Unreserved Fund Balance		(125,456.53)

TOTAL EQUITY (125,456.53)

TOTAL LIABILITIES/EQUITY \$ 376,745.31

**Manistee Housing Commission
Domestic Violence Grant
INCOME STATEMENT
For the 1 Month and 10 Months Ended October 31, 2013**

	1 Month Ended	10 Months Ended
	<u>October 31, 2013</u>	<u>October 31, 2013</u>
Operating Income		
3110 - Dwelling Rental	1,232.00	13,080.00
3120 - Excess Utilities	<u>0.00</u>	<u>300.76</u>
Total Operating Income	1,232.00	13,380.76
Operating Expenses		
Administration		
4170 - Accounting Fees	<u>124.80</u>	<u>1,310.50</u>
Total Administration	124.80	1,310.50
Ordinary Maint. & Operation		
4420 - Materials	0.00	150.81
4430.02 - Heating & Cooling Contracts	0.00	411.27
4430.12 - Miscellaneous Contracts	<u>0.00</u>	<u>63.00</u>
Total Ordinary Maint. & Oper.	0.00	625.08
General Expense		
4570 - Collection Losses	0.00	4,008.41
4590 - Other General Expense	<u>0.00</u>	<u>552.01</u>
Total General Expense	0.00	4,560.42
Depreciation Expense		
4800 - Depreciation - Current Year	<u>825.00</u>	<u>8,250.00</u>
Total Depreciation Expense	825.00	8,250.00
Capital Expenditures		
Total Capital Expenditures	0.00	0.00
Total Operating Expenses	<u>949.80</u>	<u>14,746.00</u>
Net Income/(Loss)	<u>1,107.20</u>	<u>6,884.76</u>

**Manistee Housing Commission
Cash Disbursements-DVG Journal**

<u>Date</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
10/08/13	2483	20014170	H.A.A.S., Inc.	124.80	124.80
10/31/13	MI078	20011111	CK 2483	(124.80)	<u>(124.80)</u>
				Transaction Balance	<u><u>0.00</u></u>
Total Debits	<u>124.80</u>	Total Credits	<u>124.80</u>	A/C Hash Total	<u><u>40025281.000</u></u>
Number of Transactions	2				

**Manistee Housing Commission
Cash Receipts - DVG Journal**

Date	Reference	Account	Description	Amount	Reference Total
10/31/13	116	20011111	October Cash Receipts	600.00	
10/31/13	116	20011122	October TAR Collections	(600.00)	
10/31/13	117	20011111	Interfund Receivable - P/H	632.00	
10/31/13	117	20011129.4	Interfund Receivable - P/H	(632.00)	
				Transaction Balance	<u>0.00</u>
Total Debits		<u>1,232.00</u>	Total Credits		<u>1,232.00</u>
			A/C Hash Total		<u>80044473.400</u>
Number of Transactions		4			

**Manistee Housing Commission
Journal Entry - DVG Journal**

<u>Date</u>	<u>Reference</u>	<u>Account</u>	<u>Description</u>	<u>Amount</u>	<u>Reference Total</u>
10/31/13	313	20011122	To record charges to tenants per October 2013 MSO.	1,232.00	
10/31/13	313	20013110	To record charges to tenants per October 2013 MSO.	(1,232.00)	
10/31/13	A1	20011400.98	To record estimated depreciation expense.	(825.00)	
10/31/13	A1	20014800	To record estimated depreciation expense.	825.00	
10/31/13	RT1	20019996	To record units leased.	3.00	
10/31/13	RT1	20019997	To record units leased.	(3.00)	
				Transaction Balance	<u>0.00</u>

Total Debits 2,060.00 Total Credits 2,060.00 A/C Hash Total 120090425.980

Number of Transactions 6

**Manistee Housing Commission
General Ledger**

<u>Date</u>	<u>Reference</u>	<u>T</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Current Amount</u>	<u>YTD Balance</u>
	20011111		Cash - MSHDA	70,089.34		
10/31/13	116		October Cash Receipts		600.00	
10/31/13	117		Interfund Receivable - P/H		632.00	
10/31/13	MI078		CK 2483		(124.80)	
					<u>1,107.20</u>	<u>71,196.54</u>
	20011122		Tenants Accounts Receivable	0.00		
10/31/13	116		October TAR Collections		(600.00)	
10/31/13	165		October TAR Collections		(632.00)	
10/31/13	313		To record charges to tenants per October 2013 MSO.		1,232.00	
					<u>0.00</u>	<u>0.00</u>
	20011122.1		Allowance for Doubtful Accounts-A/R	(4,158.41)		
					<u>0.00</u>	<u>(4,158.41)</u>
	20011129.4		Interfund Receivable - P/H	0.00		
10/31/13	117		Interfund Receivable - P/H		(632.00)	
10/31/13	165		October Cash Receipts		632.00	
					<u>0.00</u>	<u>0.00</u>
	20011400.7		Buildings	364,363.29		
					<u>0.00</u>	<u>364,363.29</u>
	20011400.98		Accumulated Depreciation-DVG	(53,831.11)		
10/31/13	A1 S		To record estimated depreciation expense.		(825.00)	
					<u>(825.00)</u>	<u>(54,656.11)</u>
	20012111		Vendors & Contractors	(453.84)		
					<u>0.00</u>	<u>(453.84)</u>
	20012114		Tenant Security Deposits	(1,748.00)		
					<u>0.00</u>	<u>(1,748.00)</u>
	20012130		Forgiveable Note - MSHDA	(500,000.00)		
					<u>0.00</u>	<u>(500,000.00)</u>
	20012806		Unrestricted Net Assets	(57,951.53)		
					<u>0.00</u>	<u>(57,951.53)</u>
	20012806.4		Invested in Capital Assets-DVG	182,042.82		
					<u>0.00</u>	<u>182,042.82</u>
	20013110		Dwelling Rental	(11,848.00)		
10/31/13	313		To record charges to tenants per October 2013 MSO.		(1,232.00)	
					<u>(1,232.00)</u>	<u>(13,080.00)</u>
	20013120		Excess Utilities	(300.76)		
					<u>0.00</u>	<u>(300.76)</u>

**Manistee Housing Commission
General Ledger**

Date	Reference	T	Description	Beginning Balance	Current Amount	YTD Balance
	20014170		Accounting Fees	1,185.70		
10/08/13	2483	V	H.A.A.S., Inc.		124.80	
					<u>124.80</u>	<u>1,310.50</u>
	20014420		Materials	150.81		
					<u>0.00</u>	<u>150.81</u>
	20014430.02		Heating & Cooling Contracts	411.27		
					<u>0.00</u>	<u>411.27</u>
	20014430.12		Miscellaneous Contracts	63.00		
					<u>0.00</u>	<u>63.00</u>
	20014570		Collection Losses	4,008.41		
					<u>0.00</u>	<u>4,008.41</u>
	20014590		General Expense	552.01		
					<u>0.00</u>	<u>552.01</u>
	20014800		Depreciation - Current Year	7,425.00		
10/31/13	A1	S	To record estimated depreciation expense.		825.00	
					<u>825.00</u>	<u>8,250.00</u>
	20019996		Actual Unit Months for REAC Submission	27.00		
10/31/13	RT1	S	To record units leased.		3.00	
					<u>3.00</u>	<u>30.00</u>
	20019997		Actual Unit Months - Contra	(27.00)		
10/31/13	RT1	S	To record units leased.		(3.00)	
					<u>(3.00)</u>	<u>(30.00)</u>
Current Profit/(Loss)					<u>282.20</u>	
YTD Profit/(Loss)						<u>(1,365.24)</u>
Number of Transactions					14	
						<u>0.00</u>
					The General Ledger is in balance	