

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) FIRST INCREMENT

PHA Name: Biloxi Housing Authority	Capital Fund Program No: MS26R00550108 First Increment	Federal FY of Grant: 2008
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Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program 6-30-2009
 Final Performance and Evaluation Report for Program

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	441,152.00	441,152.00	71,100.00	71,100.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (sums of lines 2-20)	441,152.00	441,152.00	71,100.00	71,100.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date
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Annual Statement/Performance and Evaluation Report and Evaluation Report

Part II: Supporting Pages

Capital Fund Program No:

Capital Fund Program

Replacement Housing Funding (RHF)

MS26R00550108 First Increment

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Development Activities	1499		441,152.00	441,152.00			
SunCoast II	Purchase 1601-1603 Perry Drive.					71,100.00	71,100.00	
<u>MS005000013</u>								
				441,152.00	441,152.00	71,100.00	71,100.00	

To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) SECOND INCREMENT

PHA Name: Biloxi Housing Authority	Capital Fund Program No: MS26R00550208 Second Increment	Federal FY of Grant: 2008
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Original Annual Statement
 Reserved for Disasters/Emergencies
 Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program
 Final Performance and Evaluation Report for Program

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	70,109.00	70,109.00	70,109.00	70,109.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (sums of lines 2-20)	70,109.00	70,109.00	70,109.00	70,109.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

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Annual Statement/Performance and Evaluation Report and Evaluation Report

Part II: Supporting Pages

Capital Fund Program No:

Capital Fund Program

Replacement Housing Funding (RHF)

MS26R00550208 Second Increment

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
	Development Activities	1499		70,109.00	70,109.00			
SunCoast II	Purchase 1601-1603 Perry Drive.					70,109.00	70,109.00	
<u>MS005000013</u>								
				70,109.00	70,109.00	70,109.00	70,109.00	

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Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) FIRST INCREMENT

PHA Name: Biloxi Housing Authority		Capital Fund Program No: MS26R00550109 First Increment		Federal FY of Grant: 2009	
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserved for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement/Revision Number _____	
<input type="checkbox"/> Performance and Evaluation Report for Program		<input type="checkbox"/> Final Performance and Evaluation Report for Program			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	124,707.00			
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (sums of lines 2-20)	124,707.00	0.00		
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

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Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>Biloxi Housing Authority</u> PHA Code: <u>MS005</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2010</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>851</u> Number of HCV units: <u>589</u>												
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia N/A <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <thead> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>PHA 1:</td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> </tr> </tbody> </table>	PH	HCV	PHA 1:		PHA 2:		PHA 3:	
PH	HCV												
PHA 1:													
PHA 2:													
PHA 3:													
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.												
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: The Housing Authority's mission is to serve the needs of low-income, very low-income and extremely low-income families in the PHA's jurisdiction and to (1) increase the availability of decent, safe and affordable housing in its communities; (2) ensure equal opportunity in housing; (3) promote self-sufficiency and asset development for families and individuals; and (4) improve community quality of life and economic viability.												
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <ul style="list-style-type: none"> A. Increase availability of affordable housing <ul style="list-style-type: none"> a. By expanding the supply of assisted housing through additional vouchers and a reduction in vacancies b. By improving the quality of assisted housing B. Promote self-sufficiency and asset development of families and individuals <ul style="list-style-type: none"> a. By increasing the number of employed residents b. By improving resident employability c. By providing supportive services to residents C. Ensure equal opportunity in housing for all Americans <ul style="list-style-type: none"> a. By undertaking affirmative measures D. Increase Customer satisfaction E. Increase assisted housing choices F. Improve community quality of life and economic viability <ul style="list-style-type: none"> a. By deconcentrating poverty b. By promoting increased security c. By designating specific developments for elderly or family 												

PHA Plan Update

- (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
- (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.
BHA Central office, Beatrice Brown Community Center(for Oakwood Village), Covenant Square Office, Cadet Point Senior Village Office, Fernwood Office, SunCoast Villa Office, Gulf Shore Villas Office, McDonnell Avenue Office, and on the website.

1 PHA PLAN Elements

1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures: Attachment 1

2. Financial Resources

Biloxi Housing Authority Statement of Financial Resources Plan Year 2010

Sources	Totals
1. Federal Grants (FY 2010)	
a) Public Housing Operating Funds	\$1,794,898
	6,634
b) Public Housing Capital Grant	649,243
c) HOPE VI Revitalization	3,368,940
d) HOPE VI Demolition	
e) Annual Contribution for Section 8 Tenant-Based Assistance	4,240,800
f) Public Housing Drug Elimination Program	
g) Resident Opportunity/Self-Sufficiency Grant	42,800
h) CDBG	
i) HOME	0

Other Federal Grants (list below)

RHF 2008	370,052
RHF 2009	511,261

Sources

2 Prior Federal Grants

(Unobligated funds only) (list below)

Capital Funds 2009	1,431,888
Capital Funds 2008	515,439
Capital Funds 2007	296,527

3 Public Housing Dwelling Rental Income 1,730,053

4 Other Income(list below)

5 Non-Federal Sources (list below)

Total Resources **14,958,536**

3. Rent Determination : Attachment 2

4. Operating and Management

BHA manages the maintenance of its housing units in accordance with the following policies:

- Biloxi Housing Authority Maintenance Work Plan
- Biloxi Housing Authority Admissions and Continued Occupancy Policy

The parameters of scoring found in the PHAS for a High Performing Housing Authority provides a further framework within which the BHA operates. It is the intent of BHA to meet or exceed the standards established in the MASS, PASS, FASS.

BHA understands and utilizes the principles of Integrated Pest Management in its efforts to help prevent and eradicate pests in their dwelling units. BHA has identified the types of pests that affect units owned and managed by BHA. Through tenant education, BHA stresses to its residents the need to keep their homes clean and to report any evidence of pests to Maintenance. The Maintenance staff inspects every unit to eliminate food, water and access sources to pests.

5. Grievance Procedures: Attachment 3

6. Designated Housing for Elderly and Disabled Families

Designated Housing for the Elderly and Disabled Families

BHA submitted a plan for Elderly Designated Housing on July 28, 2009. This plan included two developments; Cadet Point Senior Village and Gulf Shore Villas. Cadet Point has an Elderly Designation which was approved by HUD in December 2004. This plan would extend the designation for these 76 units.

Gulf Shore Villas is a 100 unit cottage style development that BHA purchased and placed under ACC in July 2009. Since its construction over 20 years ago, this development has been occupied by elderly residents. BHA sought the elderly designation to maintain the development's intended purpose and to provide elderly only public housing on the opposite side of town from Cadet Point.

7. Community Service and Self-Sufficiency: see attachment 4

8. Safety and Crime Prevention: see attachment 5

9. Pets: See attachment 6

10. Civil Rights Certification: See attachment 7

11. Fiscal Year Audit: See attachment 8

12. Asset Management: BHA will utilize a two pronged approach to carrying out its asset management functions. Executive staff will work with the property managers to assist them in reviewing and utilizing project based budget information. This will aid in the establishment of the base operation costs for each project. Secondly, BHA will utilize the Physical Needs Assessment process at each development to determine the needs of each development. Assessing the needs of the development in light of the budget for Capital improvements, site managers and Executive staff can then prioritize identified needs and establish long term goals for the physical needs of the development.

13. Violence Against Women Act(VAMA): see attachment 9

7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i></p> <p>(a) The Biloxi Housing Authority developed 39 homeownership units as part of its HOPE VI project. These units are known as Bayview Oaks. As of August 2009, 11 units have been sold, with 8 contracts for sales currently pending. Each of these units is currently pending disposition, and will be taken out of the inventory of the Biloxi Housing Authority as each home is sold.</p> <p>(b) The Biloxi Housing Authority currently has several potential projects under review for development during 2009 - 2010.</p> <ul style="list-style-type: none"> • The development/acquisition of a parcel of property for the construction of 98 units at the site of the former Starlight Trailer Park located at 2280 Pass Road in Biloxi, Mississippi. • The acquisition of 227 units at the site of the former Seashore Manor Methodist Retirement Home located on Highway 90 in Biloxi, Mississippi. • The potential development of 28 units on vacant property located on Benachi Avenue in Biloxi. • The potential development of scattered site units for lease or purchase in Biloxi, Mississippi. <p>(c) Consideration is also being given to requesting disposition of one unit at Bayview Oaks for the purpose of an on-site management office. The Biloxi Housing Authority previously received approval for the disposition of the properties known as “Back Bay Place” and “Beauvoir Beach”. We are continuing to explore the disposition options on these 2 properties as a result of current market changes. Additionally, the Biloxi Housing Authority owns a building located at 769 Vieux Marche in Biloxi, Mississippi which was previously approved for disposition. This building has not yet been sold.</p> <p>(d) There are no buildings which the Biloxi Housing Authority is required to convert to tenant-based assistance or that we intend to voluntarily convert.</p> <p>(e) The Biloxi Housing Authority built 39 homeownership units as part of our HOPE VI project. This development is known as Bayview Oaks, and is HUD Development number MS005000010. The 39 units are located in the Bayview HOPE VI Development located at 601 Bayview Avenue in Biloxi, Mississippi. To date, 11 homes have been sold, with contracts for sale pending for an additional 8 homes. We have procured the services of a Realtor to assist us with the sale of these homes, and are operating under an approved Homeownership Plan.</p> <p>(f) Biloxi Housing Authority anticipates project basing up to 50 vouchers at its mixed finance development, Bayview Place. Due to the down-turn in the economy, some families in tax credit units have lost their jobs and have been forced to move. The utilization of PBV at these units will provide rental assistance, if needed, while still targeting the same income group. BHA recently was invited to apply for additional HCV available to authorities impacted by Hurricanes Katrina and Rita. BHA applied for 147 vouchers. If awarded the vouchers, BHA may project base up to all 147 vouchers in conjunction with several projects located in Biloxi.</p>
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p>See Section 11.0; attachment 13 (h)</p>
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p>See Section 11.0; attachment 13 (i)</p>
8.3	<p>Capital Fund Financing Program (CFFP).</p> <p><input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.</p> <p>N/A The Biloxi Housing Authority does not participate in the Capital Fund Financing Program (CFFP).</p>
9.0	<p>Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <p>Attachment 10</p>

9.1	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>Attachment 11</p>
10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <p>Attachment 12</p>
11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p> <p>Attachment 13: (a-i)</p>

Performance and Evaluation Report
Part I: Summary
Capital Funds Program -- Capital Fund Recovery Grant

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0226

HA Name		Capital Fund Program Grant Number		FFY of Grant Approval	
Biloxi Housing Authority		MS26S00550109		2009	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Revised Annual Statement/Revision Number		<input checked="" type="checkbox"/> Performance and Evaluation Report for Program Year Ending 6/30/2009			
Line No.	Summary by Development Account	Total Estimated Cost	Obligated	Total Actual Cost	Expended
		Original	Revised		
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 20% of line 20)				
3	1408 Management Improvements (May not exceed 20% of line 20)				
4	1410 Administration (May not exceed 10% of line 20)	\$146,897.00			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$134,297.00		\$72,080.00	
8	1440 Site Acquisition				
9	1450 Site Improvement	\$88,274.00			
10	1460 Dwelling Structures	\$900,000.00			
11	1465.1 Dwelling Equipment - Nonexpendable	\$199,500.00			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System or Direct Payment				
19	1502 Contingency (may not exceed 8% of line 19)				
20	Amount of Annual Grant (Sum of lines 2 - 19)	\$1,468,968.00		\$72,080.00	\$0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security-Soft Costs				
24	Amount of line 20 Related to Security-Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	\$339,500.00			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date
Barbara Stenmark
 ID-13-09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) FIRST INCREMENT

PHA Name: Bloxi Housing Authority
Capital Fund Program No: MS26R00550109 First Increment
Federal FY of Grant: 2009

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 Performance and Evaluation Report for Program Revised Annual Statement/Revision Number _____
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9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment-Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1501 Collateralization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant (sums of lines 2-20)					
22	Amount of line 21 Related to LBP Activities					
23	Amount of Line 21 Related to Section 504 Compliance					
24	Amount of Line 21 Related to Security - Soft Costs					
25	Amount of Line 21 Related to Security - Hard Costs					
26	Amount of Line 21 Related to Energy Conservation Measures					
			124,707.00		0.00	

To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date
Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Orlby Henderson
10/13/09

Performance and Evaluation Report
Part I: Summary
Capital Funds Program

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0226

HA Name		Capital Fund Program Grant Number		FYE of Grant Approval		
Biloxi Housing Authority		MS26P00550109		2009		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement/Revision Num [] Performance and Evaluation Report for Program Year Ending _____ <input type="checkbox"/> Final Performance and Evaluation Report						
Line No.	Summary by Development Account	Total Estimated Cost	Original	Revised	Obligated	Expended
1	Total Non-CGP Funds					
2	1406 Operations (May not exceed 20% of line 20)	\$156,386.00				
3	1408 Management Improvements (May not exceed 20% of line 20)	\$156,386.00				
4	1410 Administration (May not exceed 10% of line 20)	\$78,193.00				
5	1411 Audit	\$3,000.00				
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$5,000.00				
8	1440 Site Acquisition					
9	1450 Site Improvement	\$73,000.00				
10	1460 Dwelling Structures	\$185,368.00				
11	1465.1 Dwelling Equipment - Nonexpendable	\$45,600.00				
12	1470 Nondwelling Structures	\$30,000.00				
13	1475 Nondwelling Equipment	\$9,000.00				
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$40,000.00				
17	1499 Development Activities					
18a	1501 Collateralization or Debt Service paid by the PHA					
18b	9000 Collateralization or Debt Service paid Via System or Direct Payment					
19	1502 Contingency (may not exceed 8% of line 19)				\$0.00	\$0.00
20	Amount of Annual Grant (Sum of lines 2 - 19)	\$781,933.00				
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Compliance	\$20,000.00				
23	Amount of line 20 Related to Security-Soft Costs					
24	Amount of line 20 Related to Security-Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	\$120,618.67				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Rethy Henry 15/13/09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

\$781,933.00

Annual Statement /
Performance and Evaluation Report
Part II: Supporting Pages
Capital Funds Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Capital Fund Program Grant Number
MS28P00550109

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Operations <u>Management Improvements</u>	1406		\$156,386.00				
PHA-Wide	Staff Training Consulting Fees	1408		\$20,000.00				
		1408		\$136,386.00				
		Subtotal 1408		\$156,386.00				
PHA-Wide	Administrative-SALARIES and Benefits	1410		\$78,193.00				
		Subtotal 1410		\$78,193.00				
PHA-Wide	Audit	1411		\$3,000.00				
		Subtotal 1411		\$3,000.00				
PHA-Wide	A & E Fees and Costs	1430		\$5,000.00				
		Subtotal 1430		\$5,000.00				
PHA-Wide	Site Improvements	1450		\$15,000.00				
		Subtotal 1450		\$15,000.00				
PHA-Wide	Dwelling Structures Modernization of units	1460		\$26,345.00				
		Subtotal 1460		\$26,345.00				
Bayview Place MS 5-16 AMP MS005000008	Site Improvement Park for ACC Residents	1450		\$38,000.00				
		Subtotal 1450		\$38,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Signature of Executive Director and Date
Bobby Harding

10/13/09

(2) To be completed for the Performance and Evaluation Report.

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
<u>PHA-Wide</u> Appliance Replacement	<u>Dwelling Equipment</u>	1465		\$12,000.00				
				\$12,000.00				
	Subtotal 1465							
<u>PHA-Wide</u> Administration Office Repair	<u>Non-Dwelling Structures</u>	1470		\$30,000.00				
				\$30,000.00				
	Subtotal 1470							
<u>PHA-Wide</u> Nondwelling Tools and Equipment Computer Equipment	<u>Non-Dwelling Equipment</u>	1475		\$7,000.00				
				\$2,000.00				
				\$9,000.00				
	Subtotal 1475							
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	<u>Site Improvement</u> Duplex Parking Lot Replacement	1450		\$20,000.00				
				\$20,000.00				
	Subtotal 1450							
<u>Suncoast Villa</u> MS 5-131 MS 5-12 AMP MS005000006	<u>Dwelling Improvements</u> Townhome Siding & Window Replacement Duplex Siding Repairs	1460		\$120,618.67				
				\$38,404.33				
				\$159,023.00				
	Subtotal 1460							
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	<u>Dwelling Equipment</u> Duplex Appliance Replacement	1465		\$33,600.00				
				\$33,600.00				
	Subtotal 1465							
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	<u>Relocation</u> Duplex Relocation Costs	1495		\$40,000.00				
				\$40,000.00				
				\$252,623.00				
	Subtotal 1495							
	Total Suncoast Villa							
	Total CFP 501-09			\$781,933.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date
Colby Avenbury

10/13/09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

**Annual Statement /
Performance and Evaluation Report
Part III: Implementation Schedule
Capital Funds Program**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Development Number / Name Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates (2)
	Original	Revised (1)	Actual (2)	Original	
PHA Wide	9/30/09			9/30/10	
Surcoast Villa	9/30/09			9/30/10	

To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Bobby Stenberg

10/13/09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) SECOND INCREMENT

PHFA Name: **Biloxi Housing Authority** Capital Fund Program No: **MS26R00550208 Second Increment** Federal FY of Grant: **2008**

Original Annual Statement Reserved for Disasters/Emergencies Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program Final Performance and Evaluation Report for Program

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost
		Original	Revised	Obligated	
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities		70,109.00	70,109.00	70,109.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant (sums of lines 2-20)		70,109.00	70,109.00	70,109.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

To be completed for the Performance and Evaluation Report or a Revised Annual Statement: (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date _____ Signature of Public Housing Director/Office of Native American Programs Administrator and Date _____

Arbely Hendry 10-13-09

Performance and Evaluation Report
Capital Funds Program (CFP) Part 1: Summary

REPLACEMENT HOUSING FUNDING (RHF) FIRST INCREMENT

PHFA Name: **Biloxi Housing Authority** Capital Fund Program No: **MS26R00550108 First Increment** Federal FY of Grant: **2008**

Original Annual Statement Reserved for Disasters/Emergencies Revised Annual Statement/Revision Number _____
 Performance and Evaluation Report for Program **6-30-2009** Final Performance and Evaluation Report for Program _____

Line No.	Summary by Development Account	Original	Total Estimated Cost		Total Actual Cost	
			Revised	Obligated	Expended	
1	Total Non-Capital Funds					
2	Operating Expenses					
3	Management Improvements					
4	Administration					
5	Audit					
6	Liquidated Damages					
7	Fees and Costs					
8	Site Acquisition					
9	Site Improvement					
10	Dwelling Structures					
11	1465.1 Dwelling Equipment-Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities		441,152.00	441,152.00	70,400.00	70,400.00
19	1501 Collateralization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant (sums of lines 2-20)		441,152.00	441,152.00	70,400.00	70,400.00
22	Amount of line 21 Related to LBP Activities					
23	Amount of Line 21 Related to Section 504 Compliance					
24	Amount of Line 21 Related to Security - Soft Costs					
25	Amount of Line 21 Related to Security - Hard Costs					
26	Amount of Line 21 Related to Energy Conservation Measures					

To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date: **Bobby Hendrix** 10-13-09 Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Performance and Evaluation Report
Part I: Summary
Capital Funds Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

HA Name **Bloxi Housing Authority** Capital Fund Program Grant Number **MS26P00550108** FFY of Grant Approval **2008**

Original Annual Statement Reserve for Disasters/Emergencies Performance and Evaluation Report for Program Year Ending 6/30/2009
 Final Performance and Evaluation Report Revised Annual Statement/Revision Number #1

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revision #1	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 20% of line 20)	\$129,848.00	\$129,848.00	\$129,848.00	\$129,848.00
3	1408 Management Improvements (May not exceed 20% of line 20)	\$129,848.00	\$129,848.00	\$0.00	\$0.00
4	1410 Administration (May not exceed 10% of line 20)	\$64,924.00	\$64,924.00	\$64,924.00	\$3,956.22
5	1411 Audit	\$3,000.00	\$3,000.00	\$0.00	\$0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs		\$0.00	\$0.00	\$0.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$25,000.00	\$2,000.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$201,623.00	\$307,623.00	\$307,623.00	\$0.00
11	1465.1 Dwelling Equipment - Nonexpendable	\$10,000.00	\$5,000.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$10,000.00	\$2,000.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$20,000.00	\$5,000.00	\$0.00	\$0.00
14	1485 Demolition	\$20,000.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$5,000.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System or Direct Payment				
19	1502 Contingency (may not exceed 8% of line 19)				
20	Amount of Annual Grant (Sum of lines 2 - 19)	\$649,243.00	\$649,243.00	\$502,395.00	\$133,804.22
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security-Soft Costs				
24	Amount of line 20 Related to Security-Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures		\$218,461.33	\$218,461.33	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date *Bobby Henry* Signature of Public Housing Director/Office of Native American Programs Administrator and Date *10/13/09*

Annual Statement /
Performance and Evaluation Report
Part II: Supporting Pages
Capital Funds Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Capital Fund Program Grant Number
MS26P00550108

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revision #1	Funds Obligated	Funds Expended	
<u>PHA-Wide</u>	<u>Management Improvements</u> Operations	1406		\$129,848.00	\$129,848.00	\$129,848.00	\$129,848.00	0.00%
<u>PHA-Wide</u>	<u>Management Improvements</u> Staff Training	1408		\$20,000.00	\$20,000.00	\$0.00	\$0.00	0.00%
	Investigators/Security	1408		\$40,000.00	\$0.00	\$0.00	\$0.00	0.00%
	Consulting Fees	1408		\$69,848.00	\$109,848.00	\$0.00	\$0.00	0.00%
	Subtotal 1408			\$129,848.00	\$129,848.00	\$0.00	\$0.00	0.00%
<u>PHA-Wide</u>	<u>Administrative</u> Administrative-Salaries and Benefits	1410		\$63,924.00	\$64,924.00	\$64,924.00	\$3,956.22	0.00%
	CFP Supplies	1410		\$1,000.00	\$0.00	\$0.00	\$0.00	0.00%
	Subtotal 1410			\$64,924.00	\$64,924.00	\$64,924.00	\$3,956.22	0.00%
<u>PHA-Wide</u>	<u>Audit</u>	1411		\$3,000.00	\$3,000.00	\$0.00	\$0.00	0.00%
<u>PHA-Wide</u>	<u>Fees and Costs</u> A & E Fees and Costs	1430		\$30,000.00	\$0.00	\$0.00	\$0.00	0.00%
	Subtotal 1430			\$30,000.00	\$0.00	\$0.00	\$0.00	0.00%
<u>PHA-Wide</u>	<u>Site Improvement</u> Exterior Site Improvements	1450		\$25,000.00	\$2,000.00	\$0.00	\$0.00	0.00%
	Subtotal 1450			\$25,000.00	\$2,000.00	\$0.00	\$0.00	0.00%

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date
Atthey Henry

10/13/09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revision #1	Funds Obligated	Funds Expended	
Suncoast Villa MS 5-131 AMP MS005000006	<u>Dwelling Improvements</u> Townhome Interior Renovations Townhome Siding & Window Replacement	1460 1460		\$50,000.00 \$151,623.00	\$0.00 \$218,461.33	\$0.00 \$218,461.33	\$0.00 \$0.00	0.00% 0.00%
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	Rebuild Fire Damange Duplex Units	1460		\$0.00 \$201,623.00	\$43,886.00 \$262,347.33	\$43,886.00 \$262,347.33	\$0.00 \$0.00	0.00% 0.00%
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	1 Duplex Bldg	1485		\$20,000.00 \$20,000.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
<u>Suncoast Villa</u> MS 5-12 AMP MS005000006	Relocation Cosis	1495		\$5,000.00 \$5,000.00 \$226,623.00	\$0.00 \$0.00 \$262,347.33	\$0.00 \$0.00 \$262,347.33	\$0.00 \$0.00 \$0.00	0.00%
Total CFP 501-08				\$649,243.00	\$649,243.00	\$502,395.00	\$133,804.22	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
Signature of Executive Director and Date

Bobbing / Stenberg

10/13/09

(2) To be completed for the Performance and Evaluation Report.
Signature of Public Housing Director/Office of Native American Programs Administrator and Date

**Annual Statement /
Performance and Evaluation Report
Part III: Implementation Schedule
Capital Funds Program**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Development Number / Name Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates (2)
	Original	Revised	Actual	Original	Revised	Actual	
PHA Wide	6/2010			6/2012			
Suncoast Villa	6/10/2009			6/2012			

To be completed for the Performance and Evaluation Report or a Revised Annual Statement:

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Arthur Strunk

10/13/09

Performance and Evaluation Report
Part I: Summary
Capital Funds Program

Biloxi Housing Authority

Capital Fund Program Grant Number
MS26P00550107

FFY of Grant Approval
2007

Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement/Revision Number 1 Final Performance and Evaluation Report
 Performance and Evaluation Report for Program Year Ending 6/30/2009

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revision #1	Obligated	Expended
1	Total Non-CGP Funds				
2	1406 Operations (May not exceed 20% of line 20)	\$109,560.00	\$109,560.00	\$109,560.00	\$109,560.00
3	1408 Management Improvements (May not exceed 20% of line 20)	\$109,560.00	\$109,560.00	\$109,560.00	\$306.25
4	1410 Administration (May not exceed 10% of line 20)	\$54,780.00	\$54,780.00	\$54,780.00	\$54,780.00
5	1411 Audit	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$30,000.00	\$31,464.60	\$31,464.60	\$19,967.43
8	1440 Site Acquisition				
9	1450 Site Improvement	\$20,000.00	\$1,961.00	\$1,961.00	\$1,961.00
10	1460 Dwelling Structures	\$182,902.00	\$207,152.40	\$207,152.40	\$31,376.07
11	1465.1 Dwelling Equipment - Nonexpendable	\$13,000.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$10,000.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$10,000.00	\$30,324.00	\$30,324.00	\$30,324.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$5,000.00	\$0.00	\$0.00	\$0.00
17	1499 Development Activities				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System or Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant (Sum of lines 2 - 19)	\$547,802.00	\$547,802.00	\$547,802.00	\$251,274.75
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security-Soft Costs				
24	Amount of line 20 Related to Security-Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures		\$25,000.00	\$25,000.00	\$13,502.83

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Signature of Executive Director and Date

Debraj Hembray

10/13/09

(2) To be completed for the Performance and Evaluation Report.

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revision #1	Funds Obligated	Funds Expended	
<u>PHA-Wide</u>	<u>Dwelling Improvements</u> Interior Renovations	1460		\$0.00 \$0.00	\$2,327.00 \$2,327.00	\$2,327.00 \$2,327.00	\$2,327.00 \$2,327.00	100.00% 100.00%
<u>PHA-Wide</u>	<u>Dwelling Equipment</u> Appliance Replacement Fire Suppressions Systems	1465		\$10,000.00 \$3,000.00 \$13,000.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	
<u>PHA-Wide</u>	<u>Non-Dwelling Structures</u> Administration Office Repair	1470		\$10,000.00 \$10,000.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
<u>PHA-Wide</u>	<u>Non-Dwelling Equipment</u> Nondwelling Tools and Equipment Vehicles Computer Equipment	1475		\$5,000.00 \$0.00 \$5,000.00 \$10,000.00	\$0.00 \$30,324.00 \$0.00 \$30,324.00	\$0.00 \$30,324.00 \$0.00 \$30,324.00	\$0.00 \$30,324.00 \$0.00 \$30,324.00	100.00% 100.00%
<u>Ferrwood</u> MS 5-81 AMP MS005000004	<u>Dwelling Improvements</u> Siding Replacement & Exterior Repairs	1460		\$0.00 \$0.00 \$0.00	\$175,776.33 \$175,776.33 \$175,776.33	\$175,776.33 \$175,776.33 \$175,776.33	\$0.00 \$0.00 \$0.00	0.00%
<u>Suncast Villa</u> MS 5-131 AMP MS005000006	<u>Dwelling Improvements</u> Twohome Interior Renovations	1460		\$182,902.00 \$182,902.00	\$29,049.07 \$29,049.07	\$29,049.07 \$29,049.07	\$29,049.07 \$29,049.07	100.00%
<u>Suncast Villa</u> MS 5-12 AMP MS005000006	<u>Fees and Costs</u> A & E Fees and Costs--Siding & window replacement	1430		\$0.00 \$0.00	\$25,000.00 \$25,000.00	\$25,000.00 \$25,000.00	\$13,502.83 \$13,502.83	
<u>Suncast Villa</u> MS 5-12 AMP MS005000006	<u>Relocation</u> Relocation Costs	1495		\$5,000.00 \$5,000.00 \$187,902.00	\$0.00 \$0.00 \$54,049.07	\$0.00 \$0.00 \$54,049.07	\$0.00 \$0.00 \$42,551.90	
	Total CFP 501-07			\$547,802.00	\$547,802.00	\$547,802.00	\$251,274.75	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Bohney Stenberg

10/13/09

Annual Statement of Performance and Evaluation Report
 Part II: Supporting Pages
 Capital Funds Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing

Capital Fund Program Grant Number
 MS26P00550107

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revision #1	Funds Obligated	Funds Expended	
PHA-Wide	Operations	1406		\$109,560.00	\$109,560.00	\$109,560.00	\$109,560.00	100.00%
	Management Improvements							
PHA-Wide	Staff Training	1408		\$20,000.00	\$20,000.00	\$20,000.00	\$0.00	
	Investigators/Security	1408		\$40,000.00	\$0.00	\$0.00	\$0.00	
	Consulting Fees	1408		\$49,560.00	\$89,560.00	\$89,560.00	\$306.25	0.34%
	Subtotal 1408			\$109,560.00	\$109,560.00	\$109,560.00	\$306.25	0.28%
PHA-Wide	Administrative-Salaries and Benefits	1410		\$53,780.00	\$54,780.00	\$54,780.00	\$54,780.00	100.00%
	CFP Supplies	1410		\$1,000.00	\$0.00	\$0.00	\$0.00	
	Subtotal 1410			\$54,780.00	\$54,780.00	\$54,780.00	\$54,780.00	100.00%
PHA-Wide	Audit	1411		\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	100.00%
	Fees and Costs			\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	100.00%
	A & E Fees and Costs & Inspection Fees			\$30,000.00	\$6,464.60	\$6,464.60	\$6,464.60	100.00%
	Subtotal 1430			\$30,000.00	\$6,464.60	\$6,464.60	\$6,464.60	100.00%
PHA-Wide	Exterior Site Improvements	1450		\$20,000.00	\$1,961.00	\$1,961.00	\$1,961.00	100.00%
	Site Improvement			\$20,000.00	\$1,961.00	\$1,961.00	\$1,961.00	100.00%
	Subtotal 1450			\$20,000.00	\$1,961.00	\$1,961.00	\$1,961.00	100.00%

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
 Signature of Executive Director and Date

Anthony Stenberg

16/13/09

(2) To be completed for the Performance and Evaluation Report.
 Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Annual Statement /
 Performance and Evaluation Report
 Part III: Implementation Schedule
 Capital Funds Program

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

Development Number / Name Activities	All Funds Obligated (Quarter Ending Date)		Actual	All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original	Revision #1		Original	Revision #1	
PHA Wide	9/12/09	7/31/2009		9/30/10		
Suncoast Villa	9/12/09	5/2009		9/30/10	5/2009	
Ferwood		4/30/2008			9/2010	

To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Bobby Henry

10/13/09

Signature of Public Housing Director/Office of Native American Programs Adminis

Annual Statement / Performance and Evaluation Report
Part I: Summary
Capital Funds Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0226

HA Name		Capital Fund Program Grant Number		FFY of Grant Approval	
Biloxi Housing Authority		MS26DD00550105		2005	
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report		<input checked="" type="checkbox"/> Revised Annual Statement/Revision Number 4 <input type="checkbox"/> FINAL Performance and Evaluation Report			
Line No.	Summary by Development Account	Revision #3 Original	Revision #4 Revised #4	Obligated	Total Actual Cost Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations (May not exceed 20% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements (May not exceed 20% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
4	1410 Administration (May not exceed 10% of line 20)	\$788,100.00	\$788,100.00	\$788,100.00	\$788,100.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$530,677.06	\$542,240.90	\$542,240.90	\$542,240.90
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$384,402.14	\$337,150.35	\$337,150.35	\$337,150.35
10	1460 Dwelling Structures	\$5,259,489.41	\$5,285,054.36	\$5,285,054.36	\$5,285,054.36
11	1485.1 Dwelling Equipment - Nonexpendable	\$73,417.88	\$73,417.88	\$73,417.88	\$73,417.88
12	1470 Non Dwelling Structures	\$252,850.00	\$252,850.00	\$252,850.00	\$252,850.00
13	1475 Non Dwelling Equipment	\$439,951.51	\$439,951.51	\$439,951.51	\$439,951.51
14	1485 Demolition	\$153,205.00	\$162,235.00	\$162,235.00	\$162,235.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1498 Mod Used for Development	\$0.00	\$0.00	\$0.00	\$0.00
19	1502 Contingency (may not exceed 8% of line 20)	\$0.00	\$0.00	\$0.00	\$0.00
20	Amount of Annual Grant (Sum of lines 2 - 19)	\$7,881,000.00	\$7,881,000.00	\$7,881,000.00	\$7,881,000.00
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 20 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 20 Related to Security	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 20 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Signature of Executive Director and Date

Robby Stewart

12/3/09

(2) To be completed for the Performance and Evaluation Report.

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

**Annual Statement /
Performance and Evaluation Report**
Part II: Supporting Pages
Capital Funds Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original Revision 3	Revised #4	Funds Obligated	Funds Expended	
PHA-Wide	Administrative Salaries and Benefits Consultant Fees--Accounting Sundry-Variouss Supplies Subtotal 1410	1410		\$625,423.79	\$625,423.79	\$625,423.79	\$625,423.79	100.00%
		1410		\$153,315.56	\$153,315.56	\$153,315.56	\$153,315.56	100.00%
		1410		\$9,360.85	\$9,360.85	\$9,360.85	\$9,360.85	100.00%
				\$788,100.00	\$788,100.00	\$788,100.00	\$788,100.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
Signature of Executive Director and Date

Billy Kennedy

10/13/09

(2) To be completed for the Performance and Evaluation Report.
Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original Revision 3	Revised #4	Funds Obligated	Funds Expended	
<u>PHA-Wide</u>	<u>Fees and Costs</u> A & E Fees and Costs	1430		\$3,440.00 \$3,440.00	\$2,440.00 \$2,440.00	\$2,440.00 \$2,440.00	\$2,440.00 \$2,440.00	100.00%
<u>PHA-Wide</u>	<u>Site Improvements</u> Equipment Rental to clean debris from site Security / Fencing Services to secure site Contract Labor Emerg repairs/debris removal Site Maintenance and Cleaning	1450		\$23,153.56 \$8,059.66 \$49,616.76 \$9,622.56 \$90,452.54	\$23,153.56 \$31,140.32 \$49,616.76 \$11,267.56 \$115,178.20	\$23,153.56 \$31,140.32 \$49,616.76 \$11,267.56 \$115,178.20	\$23,153.56 \$31,140.32 \$49,616.76 \$11,267.56 \$115,178.20	100.00%
<u>PHA-Wide</u>	<u>Dwelling Structures</u> Rekey all Locks Dwelling Repairs Hurricane Cleanup	1460		\$2,500.00 \$1,266.29 \$26,736.70 \$30,502.99	\$2,500.00 \$1,266.29 \$26,736.70 \$30,502.99	\$2,500.00 \$1,266.29 \$26,736.70 \$30,502.99	\$2,500.00 \$1,266.29 \$26,736.70 \$30,502.99	100.00%
<u>PHA-Wide</u>	<u>Dwelling Equipment</u> Dwelling Equipment and Stock	1465		\$22,569.88 \$22,569.88	\$22,569.88 \$22,569.88	\$22,569.88 \$22,569.88	\$22,569.88 \$22,569.88	100.00%
<u>PHA-Wide</u>	<u>Non-Dwelling Structures</u> Administration Office Repair Bea Brown Community Center Warehouse Repairs	1470		\$85,969.28 \$164,730.72 \$2,150.00 \$252,850.00	\$85,969.28 \$164,730.72 \$2,150.00 \$252,850.00	\$85,969.28 \$164,730.72 \$2,150.00 \$252,850.00	\$85,969.28 \$164,730.72 \$2,150.00 \$252,850.00	100.00%
<u>PHA-Wide</u>	<u>Non-Dwelling Equipment</u> Office Equipment and Furnishings Agency Fleet Vehicles Maintenance Tools and Equipment	1475		\$219,784.35 \$178,195.00 \$40,879.16 \$438,858.51	\$220,877.35 \$178,195.00 \$40,879.16 \$439,951.51	\$220,877.35 \$178,195.00 \$40,879.16 \$439,951.51	\$220,877.35 \$178,195.00 \$40,879.16 \$439,951.51	100.00%
	Subtotal 1475	1475						100.00%

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Bohly Strubing

10/3/04

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original Revision 3	Revised #4	Funds Obligated	Funds Expended	
Oakwood MS-5-4	Fees and Costs A & E Fees and Costs Dwelling Structures Repair Oakwood Hurricane Damage-contract Repair Oakwood Hurricane Damage-Misc Other Site Work Sewerage Lines and Laterals Mail Box Stand---site Landscaping/street/curbsidewalk/fence repair/bike rack Dwelling Equipment Appliances & Fixtures Demolition Demolition of 3 buildings Total Oakwood Village	1430		\$130,436.13	\$130,884.62	\$130,884.62	\$130,884.62	100.34%
		Subtotal 1430		\$130,436.13	\$130,884.62	\$130,884.62	\$130,884.62	
		1460		\$2,436,921.89	\$2,436,921.89	\$2,436,921.89	\$2,436,921.89	100.00%
				\$44,649.03	\$44,649.03	\$44,649.03	\$44,649.03	100.00%
		Subtotal 1460		\$2,481,570.92	\$2,481,570.92	\$2,481,570.92	\$2,481,570.92	
		1450		\$84,292.25	\$84,292.25	\$84,292.25	\$84,292.25	
		1450		\$7,445.32	\$7,445.32	\$7,445.32	\$7,445.32	
		1450		\$98,155.03	\$86,931.02	\$86,931.02	\$86,931.02	
		Subtotal 1450		\$189,892.60	\$178,668.59	\$178,668.59	\$178,668.59	
		1465		\$50,848.00	\$50,848.00	\$50,848.00	\$50,848.00	0.00%
Subtotal 1465		\$50,848.00	\$50,848.00	\$50,848.00	\$50,848.00			
1485		\$82,805.00	\$82,805.00	\$82,805.00	\$82,805.00			
		\$82,805.00	\$82,805.00	\$82,805.00	\$82,805.00			
Subtotal 1485		\$82,805.00	\$82,805.00	\$82,805.00	\$82,805.00			
Total Oakwood Village		\$2,935,552.65	\$2,924,777.13	\$2,924,777.13	\$2,924,777.13	100.00%		
Ferriwood MS-5-81	Fees And Costs A & E Fees and Costs Site Work Landscaping/street/curbsidewalk/fence repair Dwelling Structures Repair Ferriwood Hurricane Damage Total Ferriwood	1430		\$47,573.00	\$59,577.75	\$59,577.75	\$59,577.75	0.00%
		Subtotal 1430		\$47,573.00	\$59,577.75	\$59,577.75	\$59,577.75	
		1450		\$1,000.00	\$0.00	\$0.00	\$0.00	
		Subtotal 1450		\$1,000.00	\$0.00	\$0.00	\$0.00	
		Subtotal 1460		\$90,524.48	\$121,858.62	\$121,858.62	\$121,858.62	0.00%
Total Ferriwood		\$139,097.48	\$181,436.37	\$181,436.37	\$181,436.37			

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Bobby Hendrix

10/13/09

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original Revision 3	Revised #4	Funds Obligated	Funds Expended	
SunCoast Villa	A & E Fees & Costs	1430		\$12,798.25	\$12,798.25	\$12,798.25	\$12,798.25	0.00%
	Dwelling Structures			\$12,798.25	\$12,798.25	\$12,798.25	\$12,798.25	
	Repair SunCoast Hurricane Damage	1460		\$96,733.00	\$106,784.00	\$106,784.00	\$106,784.00	0.00%
	Site Work			\$96,733.00	\$106,784.00	\$106,784.00	\$106,784.00	
	Landscaping/street/curb/sidewalk/fence repair	1450		\$3,200.00	\$2,700.00	\$2,700.00	\$2,700.00	
				\$3,200.00	\$2,700.00	\$2,700.00	\$2,700.00	
				\$112,731.25	\$122,282.25	\$122,282.25	\$122,282.25	
	Total SunCoast Villa							
Covenant Square	A & E Fees & Costs	1430		\$59,446.50	\$57,319.00	\$57,319.00	\$57,319.00	0.00%
	Site Work			\$59,446.50	\$57,319.00	\$57,319.00	\$57,319.00	
	Landscaping/street/curb/sidewalk/fence repair	1450		\$500.00	\$0.00	\$0.00	\$0.00	
	Dwelling Structures			\$500.00	\$0.00	\$0.00	\$0.00	
	Repair Covenant Square Hurricane Damage	1460		\$587,534.37	\$570,787.78	\$570,787.78	\$570,787.78	0.00%
				\$587,534.37	\$570,787.78	\$570,787.78	\$570,787.78	
	Total Covenant Square			\$647,480.87	\$628,106.78	\$628,106.78	\$628,106.78	100.00%

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Signature of Executive Director and Date

Bethy Kemler

10/13/09

(2) To be completed for the Performance and Evaluation Report.

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number / Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original Revision 3	Revised #4	Funds Obligated	Funds Expended	
Bayview Place MS 26P005016	A & E Fees and Costs	1430		\$276,983.18	\$276,706.28	\$276,706.28	\$276,706.28	100.00%
	Fees & Costs			\$276,983.18	\$276,706.28	\$276,706.28	\$276,706.28	
	Subtotal 1430							
	Site Improvement	1450		\$99,357.00	\$39,103.56	\$39,103.56	\$39,103.56	
	Landscaping/Fencing			\$99,357.00	\$39,103.56	\$39,103.56	\$39,103.56	
Dwelling Structures Repair HOPE VI Hurricane Damage		1460		\$1,972,623.65	\$1,973,550.05	\$1,973,550.05	\$1,973,550.05	100.00%
				\$1,972,623.65	\$1,973,550.05	\$1,973,550.05	\$1,973,550.05	100.00%
	Total Bayview Place			\$2,348,963.83	\$2,289,359.89	\$2,289,359.89	\$2,289,359.89	100.00%
Beauvoir Beach								
MS26P005011	A & E Fees and Costs	1430		\$0.00	\$2,515.00	\$2,515.00	\$2,515.00	
	Fees & Costs			\$0.00	\$2,515.00	\$2,515.00	\$2,515.00	
	Subtotal 1430							
	Site Improvement	1450		\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	
	Debris removal			\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	
Demolition Demolition of Building Slabs		1485		\$70,400.00	\$79,430.00	\$79,430.00	\$79,430.00	
				\$70,400.00	\$79,430.00	\$79,430.00	\$79,430.00	
	Total Beauvoir Beach			\$70,400.00	\$83,445.00	\$83,445.00	\$83,445.00	
Total Disaster Grant				\$7,881,000.00	\$7,881,000.00	\$7,881,000.00	\$7,881,000.00	

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

Signature of Executive Director and Date
Bobby Henry
 12/13/09

(2) To be completed for the Performance and Evaluation Report.

Signature of Public Housing Director/Office of Native American Programs Administrator and Date

**Annual Statement /
Performance and Evaluation Report
Part III: Implementation Schedule
Capital Funds Program**

**U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing**

Development Number / Name Activities	All Funds Obligated (Quarter Ending Date)		Actual (2)	All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates (2)
	Original	Revised (2)		Original	Revised (2)	
PHA Wide	05/31/07	12/04/07		12/31/08		
MS 5-4 Oakwood Village	05/31/07	12/04/07		12/31/08		
MS 5-81 Fernwood	05/31/07	12/04/07		12/31/08		
MS 5-12 SunCoast Villa	05/31/07	12/04/07		12/31/08		
MS 5-131 SunCoast	05/31/07	12/04/07		12/31/08		
MS 5-132 Covenant Square	05/31/07	12/04/07		12/31/08		
MS 5-82 Back Bay Place	05/31/07	n/a		12/31/08		
MS 5-11 Beauvoir Beach	05/31/07	12/04/07		12/31/08		
MS 5-16 Bayview Place		09/30/06			12/31/07	

To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

(2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Bobby Hendry

10/13/09

Signature of Public Housing Director/Office of Native American Programs Adminis

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Biloxi Housing Authority

MS005

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Delmar P. Robinson	Title Chairman, Board of Commissioners, Biloxi Housing Authority
Signature 	Date 10-7-09

9.0 Housing Needs

The housing needs of families in the Biloxi Housing Authority's jurisdiction continue to grow as a result of both the impact of Hurricane Katrina which devastated the area on August 29, 2009, and the general global economic crisis. To assess the housing needs in our service area, the Biloxi Housing Authority commissioned a "Housing Market Study for the City of Biloxi" (the market study) which was prepared by Novogradac and Company LLP and was completed on December 31, 2008.

This market study helps clearly define the housing needs within the City of Biloxi. There has been a sharp increase in average rents since Hurricane Katrina. The study reveals that a one bedroom apartment with an average rent of \$471 in 2004 had an average rent of \$694 in 2008, a 47.3 percent increase.¹ Similarly, a two bedroom unit had average rents of \$593 in 2004, which increased to \$804 average rent in 2008.² Three bedroom units experienced a similar increase, with average rents of \$753 in 2004 increasing to \$985 in 2008.³

This market study continues by noting that "Despite increases in median household income, the median income in the PMA is significantly below the national average (71 percent of the national average)..."⁴ The study also notes that "While median incomes in the PMA are lower than the nation, insurance costs are likely to be higher and tenants have had to absorb the cost of the reconstruction and renovation of multifamily units."⁵

With regard to rent burdened households, the market study notes that "As of 2000, 2,287 households or 23 percent of renters in the PMA were paying greater than 35 percent of their annual gross income towards rent versus 27 percent in the MSA and 29 percent in the nation. Of these households, the greatest concentration existed in West Biloxi followed by those residing along the coast along US-90 and those residing along Interstate 110."⁶

The conclusions of this market study with regard to residents within the City of Biloxi who currently earn between 0 – 40% of the Area Median Income is that "We believe that there is additional demand for housing at the lowest income levels. The low subsidized vacancy rate of two percent and the long waiting lists indicate demand at this income level. Additionally, our demographics indicate that approximately 19 percent of households in the PMA earn less than \$22,270, the maximum allowable 40 percent AMI income for a six person household. Currently, 88 percent of households earning less than \$10,000 annually have returned to the PMA following Hurricane Katrina. This is one of the highest return percentages of all income cohorts in the PMA. Area property managers also noted that there is a need for additional subsidized housing. Overall, we believe there is an opportunity for additional housing at the "very low income" level within the local market."⁷

With regard to the Senior Housing market in the area, the market study noted that "The low vacancy rate of less than two percent and long waiting lists among area age restricted properties indicate a need for additional affordable senior housing in the PMA. Area property

¹ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 95.

² Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 95.

³ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 95.

⁴ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 95.

⁵ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 95.

⁶ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 99.

⁷ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 159.

managers also indicated the need for additional affordable senior housing, especially at the subsidized income level. While there are currently 159 age restricted units planned for the area, we believe that the market can support additional age restricted units. Our demographics indicate that approximately 88 percent of seniors ages 55 and older have returned to the area following Katrina. Additionally, approximately 26 percent of senior households in the PMA earn less than \$15,000 annually. Therefore, we believe that the demographic trends, low vacancy rates, and significant waiting lists in the PMA suggest that the PMA can support additional age restricted housing, particularly at the lower income cohorts.”⁸

The waiting list of the Biloxi Housing Authority currently includes 639 applicants on the waiting list for public housing, and 275 applicants on the waiting list for Section 8 Vouchers. At our HOPE VI development, there are currently 84 applicants on the waiting list for our HOPE VI Cadet Point Senior Village, and 607 applicants on the waiting list for our HOPE VI family units.

The strategies which will be utilized by the Biloxi Housing Authority to address the needs of these residents will include the following:

- Maximizing the number of affordable units available to the Biloxi Housing Authority within its current resources
- Increasing the number of affordable housing units available within our jurisdiction
- Targeting available assistance to families at or below 30% of the Area Median Income
- Targeting available assistance to families at or below 50% of the Area Median Income
- Targeting available assistance to the elderly
- Targeting available assistance to Families with Disabilities
- Increasing awareness of the Biloxi Housing Authority’s resources among families of races and ethnicities with disproportionate needs
- Conducting activities to affirmatively further fair housing

⁸ Novogradac & Company LLP, December 31, 2009, *Housing Market Study for the City of Biloxi*, page 159.

9.1 Strategy for Addressing Housing Needs

The strategies which will be utilized by the Biloxi Housing Authority to address housing needs include the following:

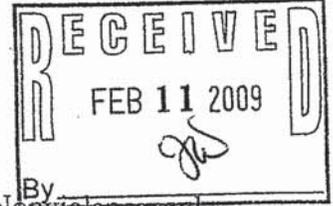
- Maximizing the number of affordable units available to the Biloxi Housing Authority by:
 - Employing effective maintenance and management policies to minimize the number of public housing units off-line
 - Reducing the turnover time for vacated public housing units
 - Reducing the time to renovate public housing units
 - Seeking replacement of public housing units lost to the inventory through mixed finance development
 - Seeking replacement of public housing units lost to the inventory through section 8 replacement housing resources
 - Maintaining or increasing section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
 - Undertaking measures to ensure access to affordable housing among families assisted by the Biloxi Housing Authority, regardless of unit size required
 - Maintaining or increasing section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
 - Maintaining or increasing section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of the program
 - Participating in the Consolidated Plan development process to ensure coordination with broader community strategies
- Increasing the number of affordable housing units by:
 - Applying for additional section 8 units should they become available
 - Leveraging affordable housing resources in the community through the creation of mixed-finance housing
 - Pursuing housing resources other than public housing or Section 8 tenant-based assistance.
- Targeting available assistance to families at or below 30% of the Area Median Income by:
 - Exceeding HUD federal targeting requirements for families at or below 30% of the Area Median Income in Public Housing
 - Exceeding HUD federal targeting requirements for families at or below 30% of the Area Median Income in tenant-based section 8 assistance
 - Employing admissions preferences aimed at families with economic hardships
 - Adopting rent policies to support and encourage work

- Targeting available assistance to families at or below 50% of the Area Median Income by:
 - Employing admissions preferences aimed at families who are working
 - Adopting rental policies to support and encourage work
- Targeting available assistance to the elderly by:
 - Seeking designation of public housing for the elderly
 - Applying for special-purpose vouchers targeted to the elderly, should they become available
- Targeting available assistance to Families with Disabilities:
 - Carrying out the modifications need in public housing based on the section 504 Needs Assessment for Public Housing
 - Affirmatively marketing to local non-profit agencies that assist families with disabilities
- Increasing awareness of the Biloxi Housing Authority's resources among families of races and ethnicities with disproportionate needs:
 - Affirmatively marketing to races/ethnicities shown to have disproportionate housing needs
- Conducting activities to affirmatively further fair housing by:
 - Counseling section 8 tenants as to the location of units outside of areas of poverty or minority concentration and assist them to locate those units
 - Marketing the section 8 program to owners outside of areas of poverty/minority concentrations



BILOXI HOUSING AUTHORITY

P.O. Box 447 • Biloxi, Mississippi 39533
(228) 374-7771 (TDD Accessible) • Fax (228) 432-8899
www.biloxihousing.org
"Making a Difference"



WORKING AGREEMENT

This agreement is entered into by and between the Gulf Coast Center for Nonviolence and the Biloxi Housing Authority.

This agreement, which is not legally binding, is designed to enhance and strengthen the relationship between the two agencies to make provisions for enhancement of client/residents when appropriate.

1. The Center shall, in a satisfactory and proper manner, perform the following:
 - a. Screen referrals made by the Biloxi Housing Authority to determine eligibility for placement.
 - b. Provide group and individual counseling to residents of the Biloxi Housing Authority who are battered by their spouse or significant others.
 - c. Provide in-service training when required.
 - d. Provide Professional education for Security Personnel when requested.
2. The Biloxi Housing Authority shall in a satisfactory manner, perform the following:
 - a. Make referrals to the Center when appropriate.
 - b. Assist in placement of clients referred by the Center.
 - c. Request in-service training from the Center.
 - d. Request professional education for Security Personnel when needed.

Terms and Conditions Governing this Agreement

1. This agreement will begin January 23, 2009 and will be effective for one year.
2. Amendments may be made to this agreement upon written agreement by both agencies.
3. Either agency may terminate this agreement if services are not provided as indicated. Written notice shall be given with regard to termination.

Bobby Hensley
Executive Director
Biloxi Housing Authority

Sandra K. Norman
Executive Director
Gulf Coast Center for Nonviolence

2/2/09
Date

2/9/09
Date

THE HOUSING AUTHORITY OF THE CITY OF BILOXI
BILOXI, MISSISSIPPI
REPORT ON EXAMINATION
OF
FINANCIAL STATEMENTS AND SUPPLEMENTAL DATA
YEAR ENDED SEPTEMBER 30, 2008

THE HOUSING AUTHORITY OF THE CITY OF BILOXI

BILOXI, MISSISSIPPI

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**THE HOUSING AUTHORITY OF THE CITY OF BILOXI, MISSISSIPPI
MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)
FOR THE YEAR ENDED SEPTEMBER 30, 2008**

The Housing Authority of the City of Biloxi's ("the Authority") Management's Discussion and Analysis is designed to (a) assist the reader in focusing on significant financial issues, (b) provide an overview of the Authority's financial activity, (c) identify changes in the Authority's financial position (its ability to address the next and subsequent year challenges), and (d) identify individual program issues or concerns.

Since the Management's Discussion and Analysis (MD&A) is designed to focus on the current years activities, resulting changes and currently known facts, please read it in conjunction with the Authority's financial statements.

The financial results of the discretely presented component units are not addressed in this discussion and analysis.

FINANCIAL HIGHLIGHTS

- The Authority's net assets increased \$7.2 million in 2008. Net Assets were \$48.6 million and \$55.8 million for 2007 and 2008 respectively. The 2007 Net Assets has been adjusted for a prior period adjustment of (\$1.1) million.
- Revenues increased \$3.7 million during 2008, and were \$11.8 million and \$15.5 million for 2007 and 2008 respectively.
- The total expenses increased by \$1.3 million during 2008 from \$7.0 to \$8.3 for 2007 and 2008, respectively.

USING THIS ANNUAL REPORT

The Report includes three major sections, the "Management's Discussion and Analysis (MD&A)", "Basic Financial Statements", and "Other Required Supplementary Information":

MD&A

~ Management's Discussion
and Analysis ~

Basic Financial Statements

~ Authority-wide Financial Statements ~
~ Notes to Financial Statements ~

Other Required Supplementary Information

~ Required Supplementary Information ~
(Other than the MD&A)

Authority-Wide Financial Statements

The Authority-wide financial statements are designed to be corporate-like in that all business type activities are consolidated into columns which add to a total for the entire Authority.

Statement of Net Assets

These Statements include a Statement of Net Assets, which is similar to a Balance Sheet. The Statement of Net Assets reports all financial and capital resources for the Authority. The statement is presented in the format where assets, minus liabilities, equals "Net Assets", formerly known as equity. Assets and liabilities are presented in order of liquidity, and are classified as "Current" (convertible into cash within one year), and "Non-current".

The focus of the Statement of Net Assets (the "Unrestricted Net Assets") is designed to represent the net available liquid (non-capital) assets, net of liabilities, for the entire Authority. Net Assets (formerly equity) are reported in three broad categories:

Net Assets Invested in Capital Assets, Net of Related Debt: This component of Net Assets consists of all Capital Assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Assets: This component of Net Assets consists of restricted assets, when constraints are placed on the asset by creditors (such as debt covenants), grantors, contributors, laws, regulations, etc.

Unrestricted Net Assets: Consists of Net Assets that do not meet the definition of "Net Assets Invested in Capital Assets, Net of Related Debt", or "Restricted Net Assets".

Statement of Revenues, Expenses, and Changes in Net Assets

The Authority-wide financial statements also include a Statement of Revenues, Expenses and Changes in Net Assets (similar to an Income Statement). This Statement includes Operating Revenues, such as rental income, Operating Expenses, such as administrative, utilities, maintenance, and depreciation, and Non-Operating Revenue and Expenses, such as grant revenue, investment income and interest expense.

The focus of the Statement of Revenues, Expenses and Changes in Fund Net Assets is the "Change in Net Assets", which is similar to Net Income or Loss.

Statement of Cash Flows

Finally, a Statement of Cash Flows is included, which discloses net cash provided by, or used for operating activities, non-capital financing activities, investing activities and from capital and related financing activities.

The Authority's Main Programs

Significant Programs -The focus of the Authority's Financial Statements should be on the significant programs of the Authority. The following are considered significant programs of the Authority.

Conventional Public Housing – Under the Conventional Public Housing Program, the Authority rents units that it owns to low-income households. The Conventional Public Housing Program is operated under an Annual Contributions Contract (ACC) with HUD, and HUD provides Operating Subsidy and Capital Grant funding to enable the Authority to provide housing at a rent that is based upon 30% of household income. The Conventional Public Housing Program also includes the Capital Fund Program, which is the primary funding source for physical and management improvements to the Authority's properties.

Housing Choice Vouchers Program – Under the Housing Choice Vouchers Program, the Authority administers contracts with independent landlords that own the property. The Authority subsidizes the family's rent through a Housing Assistance Payment made to the landlord. The program is administered under an Annual Contributions Contract (ACC) with HUD. HUD provides Annual Contributions Funding to enable the Authority to structure a lease that sets the participants' rent at 30% of household income.

HOPE VI Program – Under the HOPE VI Program, the Authority receives grants from HUD to redevelop distressed housing units and/or construct new units in order to provide housing to residents of the City of Biloxi in the low to moderate income level with improved housing.

Community Development Block Grant Program-Under the CDBG program the Board receives grant money to develop viable urban communities by providing affordable housing and a suitable living environment, and by expanding economic opportunity, principally for low- and moderate-income persons.

Other Non-Significant Programs – In addition to the significant programs above, the Authority also maintains non-significant programs;

-
- Resident Opportunity & Supportive Services
 - Disaster Housing Assistance Program
 - Federal Emergency Management Agency Assistance Programs
 - Business Activities
 - Component Units (See the notes to the financial statements for more detail)

AUTHORITY-WIDE STATEMENTS

Changes from the Prior Year Financial Statements

In the 2008 audit, changes were made in the reporting entity in order to provide a fairer representation of the Authority as a whole (see Prior Period Adjustment Note in financial statements). The changes that were made are:

- There was a prior period adjustment for \$333,845 to add back to the financial statements Land that had been written off in a previous year. In addition \$34,953 in costs were written off that had been previously capitalized. The costs did not meet the Authority's capitalization policy.
- An adjustment was made to recognize \$638,970 of interest earned from the bond escrow accounts.
- An adjustment in the amount of \$109,678 was made to correct errors made in recording audit adjustments in previous years.

The prior year statements have been adjusted to include the prior period adjustments.

TABLE 1
2007 ADJUSTED STATEMENT OF NET ASSETS

	Beginning 2007	Current Year 2007 Adjustment	Adjusted 2007
Assets:			
Current & Restricted Assets	\$ 13,005,149	\$ -	\$ 13,005,149
Capital Assets	18,709,304	298,892	19,008,196
Other Assets	27,018,708	-	27,018,708
Total Assets	\$ 58,733,161	\$ 298,892	\$ 59,032,053
Liabilities:			
Current Liabilities	\$ 2,188,519	\$ (109,678)	\$ 2,078,841
Non Current Liabilities	9,013,168	(638,970)	8,374,198
Total Liabilities	\$ 11,201,687	\$ (748,648)	\$ 10,453,039
Net Assets:			
Invested in Capital Assets	\$ 17,926,133	\$ 298,892	\$ 18,225,025
Restricted Net Assets	1,075,272	-	1,075,272
Unrestricted Net Assets	28,530,069	748,648	29,278,717
Total Net Assets	\$ 47,531,474	\$ 1,047,540	\$ 48,579,014

Statement of Net Assets

The following table reflects the condensed Statement of Net Assets compared to the prior year. The Authority is engaged only in Business-Type Activities.

TABLE 2
STATEMENT OF NET ASSETS

	<u>2008</u>	<u>Adjusted 2007</u>	<u>Variance</u>
Assets:			
Current & Restricted Assets	\$ 7,812,314	\$ 13,005,149	\$ (5,192,835)
Capital Assets	19,600,852	19,008,196	592,656
Other Assets	34,587,286	27,018,708	7,568,578
Total Assets	\$ 62,000,452	\$ 59,032,053	\$ 2,968,399
Liabilities:			
Current Liabilities	\$ 1,314,334	\$ 2,078,841	\$ (764,507)
Non Current Liabilities	4,879,655	8,374,198	(3,494,543)
Total Liabilities	\$ 6,193,989	\$ 10,453,039	\$ (4,259,050)
Net Assets:			
Invested in Capital Assets	\$ 19,600,852	\$ 18,225,025	\$ 1,375,827
Restricted Net Assets	2,207,258	1,075,272	1,131,986
Unrestricted Net Assets	33,998,353	29,278,717	4,719,636
Total Net Assets	\$ 55,806,463	\$ 48,579,014	\$ 7,227,449

Major Factors Affecting the Statement of Net Assets

During 2007, current and restricted assets decreased by \$5.2 million. The decrease was primarily due to a decrease in cash and investments. Other assets increased by \$7.6 million due to increases in inventory held for resale and an increase in notes receivable. Current liabilities decreased by \$0.8 million due primarily to a decrease in the current portion of long term debt. Non-Current liabilities decreased by \$3.5 million due to decreases in long term debt.

Capital assets increased due to capital expenditures exceeding depreciation expense. The increase was primarily in construction in process.

The increase in restricted net assets was due to the Section 901 fungibility funds transferred from Housing Choice Vouchers and restricted loan proceeds.

Table 3 presents details on the change in Unrestricted Net Assets

TABLE 3
CHANGE OF UNRESTRICTED NET ASSETS

Unrestricted Net Assets, Fiscal year beginning (Adjusted)	\$ 29,278,717
Results of Operations	5,382,823
Capital Expenditures from Operations	(401,202)
Transfer of Capital Assets	982,650
Debt payments on Capital Debt	(783,171)
Investment Income	614,654
Casualty losses and other write offs	(698,049)
Transfer to Restricted Net Assets	(1,131,986)
Depreciation Expense	<u>753,917</u>
Unrestricted Net Assets, Fiscal year end	<u><u>\$ 33,998,353</u></u>

While the results of operations are a significant measure of the Authority's activities, the analysis of the changes in Unrestricted Net Assets provides a clearer change in financial well-being.

TABLE 4

STATEMENT OF REVENUES AND EXPENSES

The following schedule compares the revenues and expenses for the current and previous fiscal year. The Authority is engaged only in Business-Type Activities.

	2008	2007	Variance
Revenues:			
Tenant Rental Revenue	\$ 574,956	\$ 351,184	\$ 223,772
Operating Grants	11,780,368	6,572,301	5,208,067
Capital Grants	1,928,021	2,030,109	(102,088)
Investment Income	614,654	594,119	20,535
Gain (Loss) on Disposition of Assets	-	394,923	(394,923)
Other Revenue	612,342	1,825,877	(1,213,535)
Total Revenues	\$ 15,510,341	\$ 11,768,513	\$ 3,741,828
Expenses:			
Administrative Expenses	\$ 1,960,925	\$ 1,856,337	\$ 104,588
Tenant Services	274,261	348,999	(74,738)
Utilities	134,384	132,519	1,865
Maintenance & Operations	807,065	443,589	363,476
Protective Services	31,194	69,818	(38,624)
General Expense	1,898,808	428,767	1,470,041
HAP Payments	1,724,289	947,598	776,691
Casualty Loss	698,049	1,299,735	(601,686)
Extraordinary Items	-	738,667	(738,667)
Depreciation	753,917	715,571	38,346
Total Expenses	\$ 8,282,892	\$ 6,981,600	\$ 1,301,292
Excess (Deficiency) Revenues Over Expenses	\$ 7,227,449	\$ 4,786,913	\$ 2,440,536

MAJOR FACTORS AFFECTING THE STATEMENT OF REVENUES AND EXPENSES

One of the main factors affecting the revenues and expenses of the Authority for the fiscal year ending September 30, 2008 was the continuing recovery from Hurricane Katrina. As the Authority continues to recover, the hurricane still has an impact on the financials. Most of the variances in Table 4 can be linked directly to the recovery efforts after the hurricane.

Tenant revenue increased by approximately 64%. Tenant revenue increased due to more units being ready for rent. As units under repair become available, tenants are being moved in. Operating grants increased by approximately 79%. The increase was primarily due to \$4 million in CDBG grants received and a .9 million increase in HOPE VI grants.

**MAJOR FACTORS AFFECTING THE STATEMENT OF REVENUES AND EXPENSES -
CONTINUED**

There was an overall increase in expenses. Administrative expenses increased primarily due to an increase in general administrative costs and the hiring of additional salaried personnel. The increase in maintenance and protective service costs was due to increased maintenance costs as more units become available and are rented to tenants. General expenses increased because of additional costs associated with the HOPE VI grant. When the HOPE VI was closed out, a review was made of all costs in the grant, as well as, all the mixed financing sources of the HOPE VI project. The Authority determined additional grant expenditures of \$685,602, and these additional expenditures were classified as general expenses. Housing assistance payments (HAP) increased due to more section 8 property being rebuilt becoming available in the current year. The casualty loss is explained in Note U in the notes to the financial statements.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of year end, the Authority had \$19.6 million invested in a variety of capital assets as reflected in the following schedule, which represents a net increase (additions, deductions and depreciation) of \$0.6 million or 3% from the end of last year.

**TABLE 5
CAPITAL ASSETS AT YEAR-END
(NET OF DEPRECIATION)**

	2008	Adjusted 2007	Variance	% Change
Land	\$ 4,872,818	\$ 4,997,578	\$ (124,760)	-2%
Infrastructure	6,067,029	5,750,660	316,369	6%
Buildings	12,661,470	12,085,923	575,547	5%
Furniture & Equipment	713,045	594,640	118,405	20%
Construction in Process	4,832,019	4,416,417	415,602	9%
Accumulated Depreciation	(9,545,529)	(8,837,022)	(708,507)	8%
Net Capital Assets	\$ 19,600,852	\$ 19,008,196	\$ 592,656	3%

**TABLE 6
CHANGE IN CAPITAL ASSETS**

The following reconciliation summarizes the change in Capital Assets.

Beginning Balance, September 30, 2007 (Adjusted)	\$ 19,008,196
Additions	
Capital Fund and HOPE VI Improvements	1,928,021
Other Capital Expenditures	401,202
Transfer to Assets Held for Resale	(124,760)
Write Off East End	(857,890)
Depreciation Expense	<u>(753,917)</u>
Ending Balance, September 30, 2008	<u>\$ 19,600,852</u>

DEBT ADMINISTRATION

As of year-end, the Authority had \$4.8 million in long term debt (bonds, notes, etc.) outstanding, compared to a \$9.8 million adjusted balance in 2007. The decrease in debt is due to the notes associated with the 2001 bond issuance being paid in full and the East End project being discontinued. For more detailed information on debt outstanding, refer to Note L in the financial statements.

**TABLE 7
OUTSTANDING LONG TERM DEBT, AT YEAR-END**

	2008	2007
Notes Payable	\$ -	\$ 5,540,000
HOPE VI Bayview Oaks Loan	2,774,262	2,531,786
Loan East End Developer Fees	-	783,171
Note Payable Fannie Mae	364,835	-
Bayview Oaks Loan	263,154	-
Wachovia line of Credit	<u>1,796,947</u>	<u>1,003,689</u>
Total	<u>\$ 5,199,198</u>	<u>\$ 9,858,646</u>

ECONOMIC FACTORS

Significant economic factors affecting the Authority are as follows:

- Federal funding provided by Congress to the Department of Housing and Urban Development
- The reconstruction after Hurricane Katrina
- Local labor supply and demand, which can affect salary and wage rates
- Local inflationary, recessionary and employment trends, which can affect resident incomes and therefore the amount of rental income
- Inflationary pressure on supplies and other costs

FINANCIAL CONTACT

This financial report is designed to provide our residents, the citizens of Biloxi, Mississippi; federal and state regulatory bodies with a general overview of the Biloxi Housing Authority's finances as of September 30, 2007. The individual to be contacted regarding this report is Bobby Hensley, Executive Director, Biloxi Housing Authority, at (228) 374-7771 or by writing: Housing Authority of the City of Biloxi, P.O. Box 447, Biloxi, Mississippi 39533.

YEAGER & BOYD, L.L.C.
CERTIFIED PUBLIC ACCOUNTANTS
5501 HIGHWAY 280
BIRMINGHAM, ALABAMA 35242
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Board of Commissioners
The Housing Authority of the City of Biloxi
Biloxi, Mississippi

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of the business-type activities which comprise the major fund and the aggregate discretely presented component units of the Housing Authority of the City of Biloxi as of and for the year ended September 30, 2008, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the financial statements of the tax credit limited partnerships; Bayview Place, LLC and Cadet Point Senior Village, LLC, discretely presented component units of the Housing Authority which represent 100% of the assets, net assets and revenues of the aggregate discretely presented component units as of and for the year ended December 31, 2007. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinions on the basic financial statements, insofar as it relates to the amounts included for Bayview Place, LLC and Cadet Point Senior Village, LLC are based on the reports of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The financial statements of Bayview Place, LLC and Cadet Point Senior Village, LLC were not audited in accordance with *Government Auditing Standards*. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities which comprise the major fund of the Authority as of September 30, 2008, and the discretely presented component units as of December 31, 2007, and the changes in financial position and, where applicable, the cash flows, for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, we have also issued our report dated June 26, 2009 on our consideration of the Authority's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards and should be considered in assessing the results of our audit.

The accompanying Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was performed for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. Further, other supplementary data as listed in the table of contents is presented for Department of Housing and Urban Development information and is not a required part of the financial statements. The accompanying schedule of expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations", and is not a required part of the basic financial statements. Such supplementary data, including the schedule of expenditures of federal awards, has been subjected to the auditing procedures applied in the audit of the financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Birmingham, Alabama
June 26, 2009

Yeager & Boyd
Yeager & Boyd

THE HOUSING AUTHORITY OF THE CITY OF BILOXI

BILOXI, MISSISSIPPI

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Board of Commissioners
The Housing Authority of the City of Biloxi
Biloxi, Mississippi

We have audited the financial statements of the business-type activities which comprise the major fund of the Authority as of and for the year ended September 30, 2008, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated June 26, 2009. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Authority's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over financial reporting.

~~A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Authority's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Authority's financial statements that is more than inconsequential will not be prevented or detected by the Authority's internal control.~~

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Authority's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information of the Board of Commissioners, management, and federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Birmingham, Alabama
June 26, 2009

Yeager & Boyd

THE HOUSING AUTHORITY OF THE CITY OF BILOXI

BILOXI, MISSISSIPPI

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH
MAJOR PROGRAM AND INTERNAL CONTROL OVER COMPLIANCE IN
ACCORDANCE WITH OMB CIRCULAR A-133

Board of Commissioners
The Housing Authority of the City of Biloxi
Biloxi, Mississippi

Compliance

We have audited the compliance of the Authority with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended September 30, 2008. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Authority's management. Our responsibility is to express an opinion on the Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the Authority's compliance with those requirements.

In our opinion, the Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended September 30, 2008.

Internal Control Over Compliance

The management of the Authority is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contract and grants applicable to federal programs. In planning and performing our audit, we considered the Authority's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A Control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the entity's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the entity's internal control over compliance.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the entity's internal control.

Our Consideration of the internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of management, the Board of Commissioners, and federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

Birmingham, Alabama
June 26, 2009

Yeager & Boyd

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT OF NET ASSETS
 SEPTEMBER 30, 2008

ASSETS

	<u>Enterprise Fund</u>	<u>Component Units</u>	<u>Total Reporting Entity</u>
<u>Current Assets</u>			
Cash and Cash Equivalents	\$ 1,632,959	\$ 868,349	\$ 2,501,308
Tenants Accounts Receivable	17,234	20,819	38,053
Allowance for Doubtful Accounts	(7,674)	-	(7,674)
Accounts Receivable - Other	3,374,389	106,652	3,481,041
Accrued Interest Receivable	7,946	-	7,946
Investments	345,466	-	345,466
Prepaid Costs	180,711	55,459	236,170
Inventory	54,025	-	54,025
Total Current Assets	<u>5,605,056</u>	<u>1,051,279</u>	<u>6,656,335</u>
<u>Restricted Assets</u>			
Cash and Cash Equivalents	<u>2,207,258</u>	<u>19,400</u>	<u>2,226,658</u>
Total Restricted Assets	<u>2,207,258</u>	<u>19,400</u>	<u>2,226,658</u>
<u>Capital Assets</u>			
Land	4,872,818	-	4,872,818
Infrastructure	6,067,029	707,710	6,774,739
Buildings and Improvements	12,661,470	22,250,287	34,911,757
Furniture & Equipment	713,045	886,536	1,599,581
Construction in Progress	4,832,019	3,514,083	8,346,102
	<u>29,146,381</u>	<u>27,358,616</u>	<u>56,504,997</u>
(Less): Accumulated Depreciation	<u>(9,545,529)</u>	<u>(737,351)</u>	<u>(10,282,880)</u>
Net Capital Assets	<u>19,600,852</u>	<u>26,621,265</u>	<u>46,222,117</u>
<u>Other Assets</u>			
Inventory Held for Resale	5,563,059	-	5,563,059
Notes & Mortgages Receivable	27,249,859	-	27,249,859
Developers Fees Receivable	1,726,700	-	1,726,700
Investment in Joint Ventures	47,668	-	47,668
Other Non-Current Assets	-	778,216	778,216
Total Other Assets	<u>34,587,286</u>	<u>778,216</u>	<u>35,365,502</u>
Total Assets	<u>\$ 62,000,452</u>	<u>\$ 28,470,160</u>	<u>\$ 90,470,612</u>

See the accompanying notes to financial statements.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT OF NET ASSETS
 SEPTEMBER 30, 2008

LIABILITIES AND NET ASSETS

	<u>Enterprise Fund</u>	<u>Component Units</u>	<u>Total Reporting Entity</u>
<u>Liabilities</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$ 295,276	\$ 2,348,769	\$ 2,644,045
Accrued Wages and Payroll Taxes	62,645	-	62,645
Accrued Compensated Absences	14,344	-	14,344
Accrued Interest Payable	4,600	217,054	221,654
Tenant Security Deposits	53,903	26,132	80,035
Deferred Revenues	250,293	6,247	256,540
Current Portion of Long term Debt	448,644	1,681,445	2,130,089
Other Current Liabilities	184,629	1,666,711	1,851,340
Total Current Liabilities	<u>1,314,334</u>	<u>5,946,358</u>	<u>7,260,692</u>
<u>Long Term Liabilities</u>			
Long Term Debt	4,750,554	18,247,464	22,998,018
Noncurrent Liabilities - Other	-	1,308,098	1,308,098
Accrued Compensated Absences	129,101	-	129,101
Total Long Term Liabilities	<u>4,879,655</u>	<u>19,555,562</u>	<u>24,435,217</u>
Total Liabilities	<u>6,193,989</u>	<u>25,501,920</u>	<u>31,695,909</u>
<u>Net Assets</u>			
<u>Investment in Capital Assets</u>			
net of Related Debt	19,600,852	1,929,940	21,530,792
Restricted Net Assets	2,207,258	19,400	2,226,658
Unrestricted Net Assets	33,998,353	1,018,900	35,017,253
Total Net Assets	<u>55,806,463</u>	<u>2,968,240</u>	<u>58,774,703</u>
Total Liabilities and Net Assets	<u>\$ 62,000,452</u>	<u>\$ 28,470,160</u>	<u>\$ 90,470,612</u>

See the accompanying notes to financial statements.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
 FOR THE YEAR ENDED SEPTEMBER 30, 2008

	<u>Enterprise Fund</u>	<u>Component Units</u>	<u>Total Reporting Entity</u>
<u>Operating Revenues</u>			
Dwelling Rent	\$ 574,956	\$ 100,167	\$ 675,123
Operating Grants	11,780,368	121,273	11,901,641
Other Revenue	612,342	144,936	757,278
Total Operating Revenues	<u>12,967,666</u>	<u>366,376</u>	<u>13,334,042</u>
<u>Operating Expenses</u>			
Administrative	1,960,925	171,052	2,131,977
Tenant Services	274,261	2,515	276,776
Utilities	134,384	40,832	175,216
Maintenance and Operations	807,065	45,830	852,895
Protective Services	31,194	8,804	39,998
General Expense	1,898,808	111,674	2,010,482
Housing Assistance Payments	1,724,289	-	1,724,289
Depreciation	753,917	362,893	1,116,810
Total Operating Expenses	<u>7,584,843</u>	<u>743,600</u>	<u>8,328,443</u>
Operating Income (Loss)	<u>5,382,823</u>	<u>(377,224)</u>	<u>5,005,599</u>
<u>Non-Operating Revenues (Expenses)</u>			
Investment Income	614,654	5,889	620,543
Interest Expense	-	(300,878)	(300,878)
Non Capitalized Casualty Loss	(698,049)	-	(698,049)
Total Non-Operating Rev/(Exp)	<u>(83,395)</u>	<u>(294,989)</u>	<u>(378,384)</u>
Increase Decrease before Contributions	<u>5,299,428</u>	<u>(672,213)</u>	<u>4,627,215</u>
Capital Contributions	<u>1,928,021</u>	<u>2,700,000</u>	<u>4,628,021</u>
Increase (Decrease) in Net Assets	7,227,449	2,027,787	9,255,236
Net Assets, Beginning	47,531,474	940,453	48,471,927
Prior Period Adjustment	1,047,540	-	1,047,540
Net Assets, Ending	<u>\$ 55,806,463</u>	<u>\$ 2,968,240</u>	<u>\$ 58,774,703</u>

See the accompanying notes to financial statements.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2008

	Enterprise Fund	Component Units	Total Reporting Entity
<u>Cash flows from operating activities:</u>			
Cash Received from Dwelling Rent	\$ 446,397	\$ 85,600	\$ 531,997
Cash Received from Operating Grants	10,540,512	14,621	10,555,133
Cash Received from Other Sources	503,671	171,068	674,739
Cash Payments for Salaries & Benefits	(1,670,936)	-	(1,670,936)
Cash Payments to Vendors & Landlords	(5,277,888)	(365,169)	(5,643,057)
Net cash provided (used) by operating activities	<u>4,541,756</u>	<u>(93,880)</u>	<u>4,447,876</u>
<u>Cash flows from non-capital financing activities:</u>			
Payments received from Related Parties	-	2,514,429	2,514,429
Proceeds from Non-Capital Debt	2,039,539		2,039,539
Payment of Non-Capital Debt	(5,540,000)		(5,540,000)
Payments to Related Parties	(5,003,290)	(4,489,977)	(9,493,267)
Net cash provided (used) by non-capital financing activities	<u>(8,503,751)</u>	<u>(1,975,548)</u>	<u>(10,479,299)</u>
<u>Cash flows from capital and related financing activities:</u>			
Capital Grants Received	1,928,021	-	1,928,021
Capital Outlay	(2,447,115)	(7,751,055)	(10,198,170)
Capital Contributions	-	2,700,000	2,700,000
Proceeds from disposal of capital assets	284,601	-	284,601
Proceeds from capital debt	-	7,507,389	7,507,389
Payments of principal and interest on capital debt	(783,171)	(5,756,880)	(6,540,051)
Net cash provided (used) by capital and related financing activities	<u>(1,017,664)</u>	<u>(3,300,546)</u>	<u>(4,318,210)</u>
<u>Cash flows from investing activities:</u>			
Transfers from (to) Investments	5,006	(17,700)	(12,694)
Purchase of Assets held for Resale	(662,624)	-	(662,624)
Mortgages Receivable issued	(312,787)	-	(312,787)
Cash Received from Investment income	1,006,386	12,082	1,018,468
Net cash provided (used) by investing activities	<u>35,981</u>	<u>(5,618)</u>	<u>30,363</u>
Net increase (decrease) in cash and cash equivalents	<u>(4,943,678)</u>	<u>(5,375,592)</u>	<u>(10,319,270)</u>
<u>Cash and cash equivalents, beginning of year:</u>			
Current and Restricted Cash	<u>8,783,895</u>	<u>6,263,341</u>	<u>15,047,236</u>
Total cash and cash equivalents, beginning of year	<u>8,783,895</u>	<u>6,263,341</u>	<u>15,047,236</u>
<u>Cash and cash equivalents, end of year:</u>			
Current and Restricted Cash	<u>3,840,217</u>	<u>887,749</u>	<u>4,727,966</u>
Total cash and cash equivalents, end of year	<u>\$ 3,840,217</u>	<u>\$ 887,749</u>	<u>\$ 4,727,966</u>

See the accompanying notes to financial statements.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT OF CASH FLOWS
 FOR THE YEAR ENDED SEPTEMBER 30, 2008

Reconciliation of operating income (loss) to net cash
 provided (used) by operating activities:

Operating Income (Loss)	\$ 5,382,823	\$ (377,224)	\$ 5,005,599
Adjustment to reconcile operating income (loss) to net cash provided (used) by operating activities:			
Depreciation & Amortization	753,917	368,815	1,122,732
Bad Debt Expense	119,905	-	119,905
Change in Tenants Accounts Receivable	(128,559)	(20,819)	(149,378)
Change in Accounts Receivable	(1,388,651)	(106,652)	(1,495,303)
Change in Prepaid Costs	(61,515)	(5,342)	(66,857)
Change in Inventory	(15,484)	-	(15,484)
Change in Accounts Payable	(304,492)	14,958	(289,534)
Change in Accrued Expenses	42,405	-	42,405
Change in Deferred Revenue	40,124	6,252	46,376
Change in Other Current Liabilities	115,456		115,456
Change in Other Non-current Assets			-
Change in Tenant Security Deposits	(14,173)	26,132	11,959
Change in Other Non-current Liabilities			-
Net cash provided (used) by operating activities	<u>\$ 4,541,756</u>	<u>\$ (93,880)</u>	<u>\$ 4,447,876</u>

See the accompanying notes to financial statements.

THE HOUSING AUTHORITY OF THE CITY OF BILOXI
BILOXI, MISSISSIPPI

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2008

NOTE A - SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Housing Authority have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Authority is a Special Purpose Government engaged only in business-type activities and therefore, presents only the financial statements required for the enterprise fund, in accordance with GASB Statement 34 paragraph 138.

The Authority has multiple programs which are accounted for in one enterprise fund, which is presented as the "enterprise fund" in the basic financial statements as follows:

Enterprise Fund – In accordance with the Enterprise Fund Method, activity is recorded using the accrual basis of accounting and the measurement focus is on the flow of economic resources. Under the accrual basis of accounting revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. This required the Housing Authority to account for operations in a manner similar to private business or where the Board has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

Governmental Accounting Standards – The Housing Authority has applied all applicable Governmental Accounting Standards Board pronouncements as well as pronouncements issued by the Financial Accounting Standards Board on or before November 30, 1989, and those issued after November 30, 1989 except for those that conflict with or contradict Governmental Accounting Standards Board pronouncements.

Cash

The Housing Authority considers cash on hand and cash in checking to be cash equivalents. Cash on hand is not included in calculation of collateral required.

Accounts Receivable

Tenant accounts receivables are carried at the amount considered by management to be collectible. Tenant accounts receivable are immaterial for further disclosures. Other accounts receivable consists of amounts due from HUD for Grant Income.

Prepaid Items

Prepaid Items consists of payments made to vendors for services that will benefit future periods.

Inventory

Inventories consist of materials and supplies that have not been used or consumed. Inventory is valued at cost and recorded as an expense when it is consumed.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE A - SIGNIFICANT ACCOUNTING POLICIES- CONTINUED

Inventory Held for Resale

Inventory held for resale consist of homes constructed or being constructed for resale to private homeowners and are carried on the statement of net assets at the lower of cost or resale market value.

Deferred Revenue

The Authority recognizes revenues as earned. The amount received in advance of the period in which it is earned is recorded as a liability under Deferred Revenue.

Revenue Accounting Policies

Dwelling rent income, HUD Grants received for operations, other operating fund grants and operating miscellaneous income are shown as operating income. HUD grants received for capital assets and all other revenue is shown as non-operating revenue.

These financial statements do not contain material inter-fund revenues and expenses for internal activity. The policy is to eliminate any material inter-fund revenues and expenses for these financial statements, except for inter-fund interest income and expense related to the component units.

Property and Equipment

Property and equipment are recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The costs of maintenance and repairs are expensed, while significant renewals and betterments are capitalized. Small dollar value minor equipment items are expensed. Depreciation on assets has been expensed in the statement of income and expenses. Estimated useful lives are as follows:

Buildings & Improvements	30 - 15 years
Furniture fixtures and equipment	5 years

Cost Allocation Plan

In accordance with OMB Circular A-87, the Authority utilizes a Cost Allocation Plan. The Authority allocates indirect costs to programs on the basis of one of the following methods: direct salaries and wages, percentage of office square footage, number of vouchers and/or units, estimated/actual time spent, number of checks processed or the allotment stipulated in contractual agreements.

NOTE B - REPORTING ENTITY DEFINITION

The Housing Authority is a separate non-profit corporation with a Board of Commissioners. The applicable jurisdictions appoint the Board of Commissioners. However, the Housing Authority has complete legislative and administrative authority and it recruits and employs personnel. The Authority adopts a budget that is approved by the Board of Commissioners. Subsidies for operations are received primarily from HUD. The Authority has substantial legal authority to control its affairs without local government approval; therefore, all operations of the Authority are a separate reporting entity as reflected in this report. The Authority is responsible for its debts and is entitled to surpluses.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE B - REPORTING ENTITY DEFINITION - CONTINUED

In determining how to define the reporting entity, management has considered all potential component units. The decision to include a component unit in the reporting entity was made by applying the criteria set forth in *Section 2100 and 2600 of the Codification of Governmental Accounting and Financial Reporting Standards and Statement No. 14 (amended), of the Governmental Accounting Standards Board: The Financial Reporting Entity and Statement No. 39 "Determining Whether Certain Organizations are Component Units*. These criteria include manifestation of oversight responsibility including financial accountability, appointment of a voting majority, imposition of will, financial benefit to or burden on a primary organization, financial accountability as a result of fiscal dependency, potential for dual inclusion, and organizations included in the reporting entity although the primary organization is not financially accountable. Based upon the application of these criteria, the reporting entity includes the following component units:

Biloxi Community Development Corporation (*Blended Component Unit*) is a nonprofit corporate affiliate created by the Authority to act as the Developer in building homes for rent and sale under the HOPE VI program. The Biloxi Community Development Corporation has entered into agreements with the City to develop infrastructure for the various HOPE VI phases, as well as, entered into loan agreements with Wachovia Bank to provide construction loan resources to develop the various HOPE VI phases. The entity's fiscal year end is September 30. Additional information concerning the Biloxi Community Development Corporation can be obtained by calling or writing the Authority at (228) 374-7771 or via written request to 330 Benachi Avenue, Biloxi, Mississippi 39530.

Bayview Oaks Homeownership Phase (*Blended Component Unit*) is part of the Authority's HOPE VI Homeownership program. The purpose of the project is to construct 39 units in order to provide affordable homeownership opportunities of single-family housing to first time homebuyers. The Biloxi Community Development Corporations (another component unit of the Authority) is acting as Developer for the project. The entity's year end is September 30. Additional information concerning the Bayview Oaks Homeownership Phase can be obtained by calling or writing the Authority at (228) 374-7771 or via written request to 330 Benachi Avenue, Biloxi, Mississippi 39530.

Bayview Place, LLC (*Discrete Component Unit*) is a limited liability company that was organized in 2000 to develop, construct, own, maintain and operate 196 housing units. Of the 196 units, 146 will be operated and maintained as qualified low-income units under the requirements of Section 42 of the Internal Revenue Code (low income housing credit), and the remaining 50 units will be operated as market rate units. The 146 qualified low-income units shall be set aside as "public housing", as defined in Section 3(b) of the United States Housing Act of 1937, and, thereby, be eligible to receive operating assistance from the Biloxi Housing Authority. Bayview Place, LLC has entered into a Regulatory and Operating Agreement under which the Housing Authority has significant regulatory authority over the Company's rental charges and operating methods and procedures. The Biloxi Community Development Corporation (a component unit of the Authority) acts as the Managing Member for the Corporation. The Company's year end is December 31.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE B - REPORTING ENTITY DEFINITION – CONTINUED

Cadet Point Senior Village, LLC (*Discrete Component Unit*) is a limited liability company that was organized in 2004 to develop, construct, own, maintain, and operate a 76-unit rental housing apartment complex for low and moderate income persons. All of the units are to be rented under the requirements of Section 42 of the Internal Revenue Code (low income housing credit). Cadet Point Senior Village, LLC has entered into a Regulatory and Operating Agreement under which the Housing Authority has significant regulatory authority over the Company's rental charges and operating methods and procedures. The Biloxi Community Development Corporation (a component unit of the Authority) acts as the Managing Member for the Corporation. The Company's year end is December 31.

NOTE C - CASH AND INVESTMENT DEPOSITS

Custodial Credit Risk – The Housing Authority policy is to limit credit risk by adherence to the list of HUD permitted investments, which are backed by the full faith and credit of or a guarantee of principal and interest by the U.S. Government.

Interest Rate Risk – The Housing Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from interest rate volatility.

The Housing Authority's unrestricted cash and cash equivalents consist of cash held in interest bearing checking accounts totaling \$1,632,745. Restricted cash consists of cash held in interest bearing checking accounts totaling \$1,839,374 and \$367,884 held in a money market account. Investments consist of \$345,466 held in a certificate of deposit with an annual interest rate of 2.36%. The remaining \$214 is held in the form of petty cash or change fund. Deposits with financial institutions are secured as follows:

	Enterprise Fund
Insured by FDIC	\$ 200,000
Collateralized with specific securities in the Authority name which are held by the financial institution	3,985,469
Uncollateralized	-
	<u>\$ 4,185,469</u>

All investments are carried at cost plus accrued interest, which approximates market. The Authority had no realized gains or losses on the sale of investments. The calculation of realized gains or losses is independent of a calculation of the net change in the fair value of investments.

The Authority's discretely presented component units, Bayview Place, LLC and Cadet Point Senior, Village are not required by law or regulation to have deposits in excess of FDIC coverage collateralized.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE D - CONTRACTUAL COMMITMENTS

The Authority had Outstanding Contractual Commitments as of the end of the fiscal years as follows:

	<u>Enterprise Fund</u>	<u>Discrete Component Units</u>	<u>Total Reporting Entity</u>
Construction Contracts	\$ 1,524,719	\$ 2,193,608	\$ 3,718,327

NOTE E - SIGNIFICANT ESTIMATES

The financial statements include some amounts that are based on management's best estimates and judgments. The most significant estimates relate to depreciation and useful lives, inventory valuations, account receivable valuations, and note receivable valuations. These estimates may be adjusted as more current information becomes available, and any adjustment could be significant.

NOTE F - PENSION PLAN

The Authority participates in the Public Employees' Retirement System of Mississippi (PERS), a cost sharing multiple-employer defined contribution plan. Membership in the PERS program is mandatory for all regular employees. Employees are required to contribute 7.25% of their annual salary and the Authority contributes an additional 11.3% of the employee's compensation. Employees are fully vested in the Authority's contribution after five years of continuous service. During fiscal year 2008, the Authority made the required contributions in the amount of \$163,959.

NOTE G - RISK MANAGEMENT

The Housing Authority is exposed to various risks of losses related to torts; thefts of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Housing Authority carries commercial insurance for all risks of loss, including workman's compensation and employee health and accident insurance.

NOTE H - COMPENSATED ABSENCES

It is the Authority's policy to grant both full time and part time permanent employees vacation benefits in varying amounts to specified maximums depending on tenure with the Authority. Sick leave also accrues to both full time and part time employees to specified maximums. Employees are entitled to vacation leave balances at termination. Leave accrued but not yet paid as of September 30, 2008, is shown as a liability allocated between current and non-current.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE I – CONCENTRATION OF RISK

The Housing Authority receives most of its funding from HUD. These funds and grants are subject to modification by HUD depending on the availability of funding.

NOTE J – INTERPROGRAM ACTIVITY

The Housing Authority manages several programs. Many charges, i.e., payroll, benefits, insurance, etc. are paid by the Housing Authority's various funds and subsequently reimbursed by the Public Housing Program. Balances due for such charges are reflected in the Interprogram Due to/Due from account balances. Interprograms at September 30, 2008 consisted of the following:

Low Rent	\$ 3,011,972
Housing Choice Vouchers	(118,351)
Capital Fund Program	68,696
Disaster Voucher Program	(254,740)
ROSS Program	(3,430)
HOPE VI Program	(3,165,853)
Section 901, Fungibility	691,746
Business Activities	(297,973)
Component Units	67,933
	<u>\$ -</u>

NOTE K – NOTES RECEIVABLE

1. In 2004, the Biloxi Housing Authority agreed to loan up to \$5,540,000 to Cadet Point Senior Village, LLC (a discrete component unit of the Authority) to provide funds to finance the acquisition, development, construction, equipping and furnishing of a 76-unit multifamily housing development known as Cadet Point Senior Village. Permanent financing commenced in ~~December of 2007. The loan incurs an interest rate of 1% per annum and is to be paid on or~~ before May 17, 2059. As of September 30, 2008, the balance of the note was \$5,540,000 plus accrued interest of \$45,697.
2. In May 2004, Bayview Place, LLC (a discrete component unit of the Authority) borrowed \$11,811,495 from the Biloxi Housing Authority. The loan was to provide funds for financing the development, construction, and equipping of the project. The loan incurs interest of 1% per annum with a maturity date of May 17, 2059. On August 1, 2008, escrow funds in the amount of \$10,000,000 were loaned to Bayview Place, LLC by the Housing Authority for the purpose of paying off the note related to the bond proceeds received from the Housing Authority. The new loan incurs interest of 1% per annum. As of September 30, 2008, the outstanding balances of the Notes Receivable were, respectfully, \$1,811,495 plus accrued interest of \$76,257 and \$10,000,000 plus accrued interest of \$16,712.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE K – NOTES RECEIVABLE - Continued

3. In May 2004, the Biloxi Community Development Corporation (a blended component unit of the Authority) borrowed \$2,774,262 of HOPE VI funds at 0% per annum from the Biloxi Housing Authority. The loan was to provide partial funding for the construction of 39 Homeownership Units at Bayview Oaks (another blended component unit of the Authority). The balance of the loan at September 30, 2008 was \$2,774,262. The loan matures on November 30, 2010.
 4. In 2006, the Biloxi Community Development Corporation loaned \$500,000 of a Federal Home Loan AHP grant to Bayview Place, LLC (a discrete component unit of the Authority). The note accrues interest at a rate of 1.00% per annum and is to be paid on or before May 17, 2059. As of September 30, 2008, the balance of the loan is \$500,000. The accrued interest is not considered material.
 5. In 2007, the Housing Authority loaned \$351,325, \$106,926, and \$677,823 to Bayview Place, LLC, Cadet Point Senior Village, LLC and East End Homes, LLC, respectively, (all component units of the Housing Authority). The funds were to cover unanticipated fees and costs incurred by the Authority's component units. During 2008, due to environmental and insurance issues, the East End Homes project was discontinued and was completely written-off. As of September 30, 2008, balances of the loans are \$351,325 plus accrued interest of \$6,141, \$106,926 plus accrued interest of \$1,866.
 6. In 2008, the Housing Authority loaned \$263,154 to Bayview Oaks, LLC (a blended component unit of the Housing Authority). The funds were to cover unanticipated fees and costs incurred by the Authority's component unit. The loan incurs interest at a rate of 1% per annum. As of September 30, 2008, the loan balance was \$263,154 plus \$4,600 accrued interest.
 7. In 2008, the Housing Authority loaned Bayview Place, LLC and Cadet Point, LLC (both discrete component units of the Housing Authority) \$1,421,278 and \$265,679, respectfully. The loans are unsecured and incur interest at 1% per annum. As of September 30, 2008, the loan balances were \$1,421,278 and \$265,679. No interest has been accrued. The accrual for September 30, 2008 is not material to the financial statements.
-
8. In 2008, the Housing Authority loaned \$3,751,680 to Bayview Place, LLC. The loan is unsecured and incurs interest at 1% per annum. As of September 30, 2008, the loan balance was \$3,751,680. No interest has been accrued. The accrual for September 30, 2008 is not material to the financial statements.
 9. In 2008, Bayview Oaks, LLC (a blended component unit of the Housing Authority) sold seven single-family homes that it had constructed. In order to help the potential homeowners qualify for a home mortgage loan, the Bayview Oaks loaned them money for a down payment. All the mortgages qualify as fourth mortgages (the mortgage company holds the first, the city holds a second and a third, and Bayview Oaks holds the fourth). The loans bear no interest and are forgivable after ten years if the homeowner complies with the terms of the Note. As of September 30, 2008, the balance for the fourth mortgage loans was \$312,787.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE K – NOTES RECEIVABLE - Continued

Note receivable activity for the year ended September 30, 2008 was as follows:

	October 1, 2007			September 30, 2008
	<u>Balance</u>	<u>Increase</u>	<u>Decrease</u>	<u>Balance</u>
Notes Receivable	\$ 22,072,938	\$ 16,286,373	\$ 11,109,452	\$ 27,249,859
Less Current Portion	(2,400)	-	2,400	-
Notes Receivable Non-current	<u>\$ 22,070,538</u>			<u>\$ 27,249,859</u>

NOTE L – LONG TERM DEBT

- In 2004, the Biloxi Housing Authority agreed to loan up to \$5,540,000 to Cadet Point Senior Village, LLC (a discrete component unit of the Authority), whereas, each disbursement would be deposited into an escrow account. Funds deposited and held in the escrow account and any investment earnings thereon are to be used solely for the purpose of paying principal and interest on the Construction Bonds. Any disbursements from the escrow accounts are deemed to be an advance and serve as permanent financing for the project. The note incurs interest at the rate of 1.0% per annum and is to be paid on or before May 17, 2059. Permanent financing commenced in 2007. As of December 31, 2007, the outstanding balance was \$5,477,718 and accrued interest on the loan is \$4,260. Debt Service requirements are as follows:

Year Ending December 31	Principal	Interest	Balance Due
2008	\$ -	\$ 54,777	\$ 5,477,718
2009	-	55,400	5,477,718
2010	-	55,400	5,477,718
2011	-	55,400	5,477,718
2012	-	55,400	5,477,718
Thereafter	5,477,718	2,569,483	-
	<u>\$ 5,477,718</u>	<u>\$ 2,845,860</u>	<u>\$ -</u>

The Debt Service requirements shown uses the loan balance as of December 31, 2007 and assume that no principal payments will be made on the loan prior to the May 17, 2059 maturity date. The loans were made permanent in December of 2007 and interest commenced as of that date.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE L – LONG TERM DEBT - CONTINUED

2. In May 2004, Bayview Place, LLC (a discrete component unit of the Authority) borrowed \$11,811,495 from the Biloxi Housing Authority. The loan was a bridge with \$10,000,000 coming from a 2001 bond issue (the 2001 bond issue redeemed by the 2005 bond issue) and the remaining \$1,811,495 coming from the Authority's HOPE VI program. The funds are being used to construct 196 housing units of which 146 are to be rented to households that qualify as being eligible to occupy "public housing" as defined in Section 3(b) of the Housing Act of 1937. Of the loan proceeds, \$10,000,000 was deposited into an escrow account to be held, along with any investment earnings, for the sole purpose of paying principal and interest on the Construction Bonds. The remaining balance of \$1,811,495 was advanced to Bayview Place, LLC for the payment or reimbursement of costs incurred in connection with the development, construction, and equipping of the project. The loan incurs interest of 3.40% for the portion deposited into the escrow account (interest commencing on February 1, 2006) and 1% per annum for the portion used for development, construction and equipment. The bonds had a maturity date of August 1, 2008 and the \$10,000,000 in escrow funds were loaned to Bayview Place from the Housing Authority resulting in a new note. The new note incurs interest at a rate of 1% and is to be paid on or before May 17, 2059. The loan is secured by leasehold improvements. The remaining \$1,811,495 has a maturity date of May 17, 2059. As of December 31, 2007, the outstanding balances for the note payable and accrued interest were \$11,811,495 and \$256,458 for principal and interest, respectively. Debt service requirements are as follows:

Year Ending December 31	Principal	Interest	Balance Due
2008	\$ 10,000,000	\$ 256,458	\$ 1,811,495
2009	-	18,115	1,811,495
2010	-	18,115	1,811,495
2011	-	18,115	1,811,495
2012	-	18,115	1,811,495
Thereafter	1,811,495	840,181	-
	<u>\$ 11,811,495</u>	<u>\$ 1,169,099</u>	<u>-</u>

The Debt Service requirements shown uses the loan balance as of December 31, 2007 and assumes that only the \$10,000,000 bond redemption will be made on the loan prior to the May 17, 2059 maturity date. The \$10,000,000 redemption is shown on the Statement of Net Assets as a non-current liability because the repayment terms, of the funds borrowed to pay the \$10,000,000, are non-current. The funds held in escrow were used to redeem the bonds on August 1, 2008.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

NOTE L – LONG TERM DEBT- CONTINUED

3. In May 2004, the Biloxi Community Development Corporation (a blended component unit of the Authority) borrowed \$2,774,262 of HOPE VI funds at 0% per annum from the Biloxi Housing Authority and assigned the note to the Bayview Oaks Project. The loan was to provide partial funding for the construction of 39 Homeownership Units at Bayview Oaks (another component unit of the Authority). Payments on the note are to be made upon the closing of a sale of a Homeownership Unit to an eligible buyer. The loan matures on November 31, 2010 at which date any unsold portion of the development will revert to Biloxi Housing Authority and any unpaid portion of the development will be forgiven. As of September 31, 2008, the outstanding balance for principal was \$2,774,262.

The Debt Service requirements shown use the current balance on the loan as of September 30, 2008 and assume that no payments will be made on the loan before the November 31, 2010 maturity date. Debt Service requirements are as follows:

Year Ending September 30	Principal	Interest	Balance Due
2009	\$ -	\$ -	\$ 2,774,262
2010	-	-	2,774,262
2011	-	-	2,774,262
2012	-	-	2,774,262
2013	-	-	2,774,262
Thereafter	2,774,262	-	-
	<u>\$ 2,774,262</u>	<u>\$ -</u>	<u>\$ -</u>

4. In May 2004, the Biloxi Community Development Corporation (a blended component unit of the Authority) borrowed up to \$2,389,780 at an initial rate of 4.45% from Wachovia Bank to provide additional funding for the construction of 39 Homeownership Units at the Bayview Oaks Project. Originally, the loan was an 18-month non-revolving line of credit with interest to be paid on a monthly basis and the entire principal to and interest being due at the end of said 18-months with periodic principal reductions from the sale of individual single family units. Due to the Katrina hurricane, Wachovia agreed to extend the loan and accept payments on the principal as the Homeownership Units are sold. There is no specific maturity date for the loan. As of September 30, 2008, the outstanding loan balance was \$1,796,947 for principal and interest. The Debt Service requirements below use the 4.45% interest rate. Debt Service requirements are as follows:

Year Ending September 30	Principal	Interest	Balance Due
2009	\$ 83,809	\$ 76,235	\$ 1,713,138
2010	-	76,235	1,713,138
2011	-	76,235	1,713,138
2012	-	76,235	1,713,138
2013	-	76,235	1,713,138
Thereafter	\$ 1,713,138	76,235	-
	<u>\$ 1,796,947</u>	<u>\$ 457,408</u>	<u>\$ -</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE L – LONG TERM DEBT - CONTINUED

5. In 2004, the Authority issued Multifamily Housing Revenue tax-exempt bonds in accordance with the Act and Section 142(d) of the Internal Revenue Code of 1986, as amended, in the amount of \$5,540,000. The proceeds of the bond issuance were loaned to Cadet Point Senior Village, LLC, a Mississippi limited liability company, in order to finance the acquisition, development, construction, equipping and furnishing of a 76-unit multifamily housing development known as Cadet Point Senior Village. In connection with the issuance of the bonds, the Authority, Cadet Point Senior Village, LLC and Deutsche Bank (the Trustee on the issuance) entered into a Tax Regulatory Agreement which restricts occupancy of the units within the project to low and moderate income tenants in order to comply with Section 142(d) of the Code. The bonds bear interest at a rate of 3.25% payable semiannually on June 1 and December 1, commencing June 1, 2005. The bonds mature on December 1, 2007; however, due to the Katrina hurricane, the bondholder has agreed to a one year extension making the maturity date December 1, 2008. However, the bonds were paid in full on the original December 1, 2007 maturity date.

6. In 2006, the Biloxi Community Development Corporation, upon receipt of a Federal Home Loan AHP grant, loaned \$500,000 to Bayview Place, LLC (a discrete component unit of the Housing Authority). Interest accrues at the rate of 1.00% per annum and is to be paid on or before May 17, 2059. As of December 31, 2007, the balance of the loan and the corresponding amount of accrued interest on the loan is \$500,000 and \$5,833 respectively.

Year Ending December 31	Principal	Interest	Balance Due
2008	\$ -	\$ 5,000	\$ 500,000
2009	-	5,000	500,000
2010	-	5,000	500,000
2011	-	5,000	500,000
2012	-	5,000	500,000
Thereafter	500,000	231,903	-
	<u>\$ 500,000</u>	<u>256,903</u>	<u>\$ -</u>

7. In 2007, funds were loaned to East End Homes, LLC (a blended component unit of the Authority) by the Authority for the developer fees and to fund the project owned by the component unit. There were no formal loan agreements between the Authority and East End Homes, LLC. During 2008, it was determined that the East End Homes Project was no longer feasible and it was written-off.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE L – LONG TERM DEBT - CONTINUED

8. In 2007, the Housing Authority received a line-of-credit from Fannie Mae in the amount of \$10,000,000. Proceeds from the line-of-credit were allocated between Bayview Place, LLC and Bayview Oaks, LLC. The line-of-credit carried a 6.73% interest rate, and the outstanding balance for Bayview Place as of December 31, 2007 was \$1,681,445. During April 2008, the entire line-of-credit was paid in full.
9. In 2007, the Housing Authority loaned Bayview Place, LLC \$351,325. The unsecured note accrues interest at a rate of 1% per annum and is to be paid on or before May 17, 2059. As of December 31, 2007, the outstanding balance was \$351,325 and accrued interest was \$3,513.

Year Ending December 31	Principal	Interest	Balance Due
2008	\$ -	\$ 3,513	\$ 351,325
2009	-	3,513	351,325
2010	-	3,513	351,325
2011	-	3,513	351,325
2012	-	3,513	351,325
Thereafter	351,325	161,610	-
	<u>\$ 351,325</u>	<u>\$ 179,176</u>	<u>\$ -</u>

10. In 2007, the Housing Authority loaned Cadet Point, LLC \$106,926. The unsecured note accrues interest at a rate of 1% per annum. As of December 31, 2007, the outstanding balance was \$106,926 and accrued interest was \$1,066.

Year Ending December 31	Principal	Interest	Balance Due
2008	\$ -	\$ 1,069	\$ 106,926
2009	-	1,069	106,926
2010	-	1,069	106,926
2011	-	1,069	106,926
2012	-	1,069	106,926
Thereafter	106,926	49,186	-
	<u>\$ 106,926</u>	<u>\$ 54,532</u>	<u>\$ -</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE L – LONG TERM DEBT - CONTINUED

11. In 2007, the Housing Authority loaned \$263,154 to Bayview Oaks, LLC (a blended component unit of the Housing Authority). The funds were to cover unanticipated fees and costs incurred by the Authority's component unit. The loan incurs interest at a rate of 1% per annum. As of September 30, 2008, the loan balance was \$263,154 and accrued interest was \$4,600.

Year Ending September 30	Principal	Interest	Balance Due
2009	\$ -	\$ 2,632	\$ 263,154
2010	-	2,632	263,154
2011	-	2,632	263,154
2012	-	2,632	263,154
2013	-	2,632	263,154
Thereafter	263,154	118,419	-
	<u>\$ 263,154</u>	<u>\$ 131,577</u>	<u>\$ -</u>

12. In 2008, the Housing Authority received a line-of-credit from Fannie Mae in the amount of \$3,000,000. The line-of-credit carries an interest rate of 3 points over prime, and the outstanding balance as of September 30, 2008 was \$364,835. The entire balance was paid off in 2008 and is thereby shown as a current liability in the financial statements.

Enterprise Fund Long-term debt activity for the year ended September 30, 2008, was as follows:

	October 1, 2007			September 30, 2008
	Adjusted Balance	Increase	Decrease	Balance
Notes Payable	\$ 9,219,676	\$ 1,663,723	\$ 5,684,201	\$ 5,199,198
Accrued Compensated Absences	133,452	9,993	-	143,445
FSS Escrow	38,104	8,804	-	46,908
Less: Current portion	(1,017,034)			(509,896)
Long Term Debt Liabilities	<u>\$ 8,374,198</u>			<u>\$ 4,879,655</u>

Component Units Long-term debt activity for the year ended December 31, 2007, was as follows:

	January 1, 2007			December 31, 2007
	Balance	Increase	Decrease	Balance
Notes Payable	\$ 2,311,495	\$ 2,139,696	\$ 62,282	\$ 4,388,909
Bonds Payable	15,540,000	-	-	15,540,000
Other Non-Current Liabilities	-	1,308,098	-	1,308,098
Less: Current portion	-	-	-	(1,681,445)
Long Term Debt Liabilities	<u>\$ 17,851,495</u>			<u>\$ 19,555,562</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE M – CONDUIT DEBT

The Authority was awarded a HOPE VI Revitalization Grant in the amount of \$35,000,000 to provide funding for the redevelopment of Bayview Homes and Bayou Auguste public housing developments, including the completion of the planned demolition of all 322 distressed units.

To provide additional resources for the redevelopment of the distressed units, the Authority issued Multifamily Housing Revenue Bonds. These bonds are special limited obligations to the Authority payable solely from the rents received, liens on the redeveloped units along with insurance company guarantees, and/or bank letters of credit. These bonds do not constitute a debt or pledge of the faith and credit of the Authority and accordingly, such debt and related assets are not presented in the basic financial statements. As of August 2008 the Housing Authority loaned escrow funds in the amount of \$10,000,000 to Bayview Place, LLC for the purpose of paying off the loan related to the bond proceeds. As of September 30, 2008, there is no debt outstanding associated with the bond issuance.

NOTE N – BOND ISSUANCE COSTS

The cost relating to obtaining the Multifamily Housing Revenue Bonds for the Bayview Place Project and Cadet Point Project (discrete component units) financing are considered construction costs and have been capitalized. The costs will be depreciated over the life of the permanent loan related to the project. Financing costs for Bayview Place and Cadet Point were \$139,250 and \$137,968, respectively.

NOTE O – RESTRICTED ASSETS

The Authority's restricted assets consist of the following as of the end of the fiscal years:

	Enterprise Fund	Discrete Component Units	Total Reporting Entity
Insurance Proceeds	\$ 146,301	\$ -	\$ 146,301
Land Sales Proceeds	213,813	-	213,813
Excess HAP Payments	787,514	-	787,514
Loan Proceeds	367,884	19,400	387,284
Section 8 Fungibility Funds	691,746	-	691,746
Total Restricted Assets	<u>\$ 2,207,258</u>	<u>\$ 19,400</u>	<u>\$ 2,226,658</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE P – RESTRICTED NET ASSETS

Restricted Net Assets consist of restricted assets that do not have a related liability. The following restricted assets are included in Restricted Net Assets:

	Enterprise Fund	Discrete Component Units	Total Reporting Entity
Insurance Proceeds	\$ 146,301	\$ -	\$ 146,301
Land Sales Proceeds	213,813	-	213,813
Excess HAP Payments	787,514	-	787,514
Restricted Loan Proceeds	367,884	19,400	387,284
Section 8 Fungibility Funds	691,746	-	691,746
Total Restricted Net Assets	<u>\$ 2,207,258</u>	<u>\$ 19,400</u>	<u>\$ 2,226,658</u>

NOTE Q – ACCOUNTS RECEIVABLE - OTHER

Included in Accounts Receivable Other is the following:

	Enterprise Fund	Discrete Component Units	Total Reporting Entity
Accounts Receivable HUD	\$ 3,332,778	\$ -	\$ 3,332,778
Accounts Receivable - Subsidy	-	106,652	106,652
FEMA / MEMA Receivable	41,611	-	41,611
Development Fees Receivable	1,726,700	-	1,726,700
Total Accounts Receivable - Other	<u>\$ 5,101,089</u>	<u>\$ 106,652</u>	<u>\$ 5,207,741</u>

NOTE R – PROPERTY AND EQUIPMENT

A summary of Capital Assets for the Authority at September 30, 2008 is as follows:

	LOW RENT PUBLIC HOUSING	CAPITAL FUND	HOPE VI	BUSINESS ACTIVITIES
Land	\$ 4,592,077	\$ -	\$ -	\$ 280,741
Infrastructure	-	-	6,067,029	-
Building and Improvements	12,661,470	-	-	-
Furniture and Equipment	495,518	217,527	-	-
Construction in Process	-	4,832,019	-	-
Less Accumulated Depreciation	(9,056,149)	(97,753)	(391,627)	-
Total Property and Equipment	<u>\$ 8,692,916</u>	<u>\$ 4,951,793</u>	<u>\$ 5,675,402</u>	<u>\$ 280,741</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE R – PROPERTY AND EQUIPMENT - CONTINUED

	October 1, 2007 Adjusted Balance	Additions	Transfers & Deletions	September 30, 2008 Balance
Land	\$ 4,997,578	\$ -	\$ (124,760)	\$ 4,872,818
Construction in Process	4,416,417	1,588,621	(1,173,019)	4,832,019
Total Assets not being Depreciated	9,413,995	1,588,621	(1,297,779)	9,704,837
Infrastructure	5,750,660	316,369	-	6,067,029
Buildings and Improvements	12,085,923	260,418	315,129	12,661,470
Furniture and Equipment	594,640	163,815	(45,410)	713,045
Total Property and Equipment	27,845,218	2,329,223	(1,028,060)	29,146,381
Less Accumulated Depreciation	(8,837,022)	(753,917)	45,410	(9,545,529)
Net Book Value	<u>\$ 19,008,196</u>	<u>\$ 1,575,306</u>	<u>\$ (982,650)</u>	<u>\$ 19,600,852</u>

A summary of Capital Assets for the Component Units at December 31, 2007 is as follows:

	January 1, 2007 Balance	Additions	Transfers & Deletions	December 31, 2007 Balance
Construction in Process	\$ 12,933,310	\$ -	\$ (9,419,227)	\$ 3,514,083
Total Assets not being Depreciated	12,933,310	-	(9,419,227)	3,514,083
Infrastructure	-	-	707,710	707,710
Buildings and Improvements	2,423,870	11,114,900	8,711,517	22,250,287
Furniture and Equipment	-	886,536	-	886,536
Total Property and Equipment	15,357,180	11,114,900	-	27,358,616
Less Accumulated Depreciation	(374,458)	(368,816)	5,923	(737,351)
Net Book Value	<u>\$ 14,982,722</u>	<u>\$ 10,746,084</u>	<u>\$ 5,923</u>	<u>\$ 26,621,265</u>

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE S – OTHER LIABILITIES

Other Current Liabilities consist of the following:

	Enterprise Fund	Discrete Component Units	Total Reporting Entity
Payable Limited Partnerships	\$ 106,652	\$ -	\$ 106,652
Payable Biloxi Housing Authority	-	1,666,711	1,666,711
FSS Escrows	46,908	-	46,908
Miscellaneous Liabilities	31,069	-	31,069
Total Other Current Liabilities	\$ 184,629	\$ 1,666,711	\$ 1,851,340

Other Non-Current Liabilities consist of the following:

	Enterprise Fund	Discrete Component Units	Total Reporting Entity
Accrued Interest Payable	\$ -	\$ 68,541	\$ 68,541
Developer Fees Payable	-	1,236,319	1,236,319
Asset Management Fees	-	3,238	3,238
Total Other Current Liabilities	\$ -	\$ 1,308,098	\$ 1,308,098

NOTE T – PRIOR PERIOD ADJUSTMENTS

	Dr (Cr)
Low Rent - Valuation Adjustment to Fixed Assets	\$ 333,845
CFP - Valuation Adjustment to Fixed Assets	(34,953)
Business Activities - Adjust Notes for Interest on Escrow Accounts	638,970
Component Units - Error in Posting Audit Adjustments	109,678
Net Prior Period Adjustments	\$ 1,047,540

The \$333,845 adjustment is due to an error in a prior year and writing off all the land costs. Those costs are being added back. The \$34,953 is due to write off assets that were capitalized in the Capital Fund Program but did not meet the capitalization policy of the Housing Authority. The \$638,970 is for interest that was earned on the bond escrow accounts. The escrow accounts were held in the discretely presented component units but were held to repay the Housing Authority's 2001 bond issuance. The \$109,678 is due to miscellaneous errors in posting audit adjustments in the component units.

Due to Hurricane Katrina, several prior period adjustments have been necessary to correct the costs associated with reconstruction after the storm. Many of the adjustments have been caused because of restrictions placed on the funds received from the numerous grant sources and by changes in what would be paid by private insurers and by State insurance. In order to maximize the funds available, as projects are completed and finalized, funds are allocated among the many projects based on the restrictions stated in the grant requirements and, thereby, creating the need for the prior period adjustments.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE U – CASUALTY LOSS

For the year ended September 30, 2008, the Housing Authority had a Casualty Loss of \$698,049 in capital funds as a result of Hurricane Katrina. The loss is the amount contributed from the Capital Funds Program Disaster Grant towards the reconstruction of the Authority's mixed finance component units. The Authority was underinsured for the losses that occurred during the hurricane. The Authority has received the approval of HUD to use capital fund program funds in this manner.

NOTE V – COMPONENT UNITS – DISCRETELY PRESENTED

In the current year's financial statements, the Bayview Place, LLC and the Cadet Point Senior Village, LLC partnerships are discretely presented component units. The decision to include the partnerships was based on the Governmental Accounting Standards Board Statements Numbers 14 and 39.

GASB Statement No. 14, *The Financial Reporting Entity*, requires that all potential component units are to be evaluated for inclusion in the financial reporting entity. GASB Statement No. 39, *Component Units*, amended Statement No. 14 to provide additional guidance to determine whether certain organizations for which the primary government is not financially accountable should be reported as a component unit based on the nature and significance of its relationship with the primary government.

According to GASB Statement No. 39, paragraph 40a, organizations that are legally separate, tax-exempt entities that meet all of the following criteria should be discretely presented as component units. These criteria are:

- 1) The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the primary governmental entity, its component unit, or its constituents.
- 2) The primary governmental entity, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
- 3) The economic resources received or held by an individual organization that the specific primary government, or its component units, is entitled to, or has the ability to otherwise access, are significant to that primary governmental entity.

The Statement concludes that professional judgment is to be used to determine whether the nature and significance of the affiliated organization's relationship with the governmental entity warranted its inclusion in the financial statements of that governmental entity.

Both Bayview Place and Cadet Point are being constructed to operate and maintain housing for persons of low and moderate incomes. To fund the projects, the Biloxi Housing Authority issued \$15,540,000 in tax exempt bonds (\$10,000,000 to Bayview Place and \$5,540,000 to Cadet Point). The Authority also provided an additional \$1,811,495 in funding to the Bayview Place project. The funds provided by the Authority represent the majority of the funds invested in each project.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE V – COMPONENT UNITS – DISCRETELY PRESENTED - CONTINUED

FASB Statement No. 136, *Transfers of Assets to a Not-for-Profit Organization or Charitable Trust That Raises or Holds Contributions for Others*, describes the “ability to access” economic resources as being either an interest in the net assets of the recipient organization, a beneficial interest, or a receivable. Due to the sizable investments in the two projects, the Authority appears to have an interest in the net assets of both partnerships, as well as, an actual receivable from each.

Based on the significance of the funds invested in the projects by the Biloxi Housing Authority to both the projects and the Authority, and the Authority's apparent interest in the projects, management of the Authority have elected to show both Bayview Place, LLC and Cadet Point Senior Village, LLC as discretely presented component units. Accordingly these two entities are combined in the component unit column of the basic financial statements.

NOTE W – USE OF ANOTHER AUDITOR'S WORK

According to Statements of Auditing Standards (SAS) No. 1, section 543.01, *Part of Audit Performed by Other Independent Auditors*, an auditor may “use the work and reports of other independent auditors who have audited the financial statements of one or more subsidiaries, divisions, branches, components, or investments included in the financial statements presented”. When making the decision of whether to include said statements, the Principle Auditor, must take in consideration “the professional reputation and independence of the other auditor” (SAS No. 1, section 543.10). During the Biloxi Housing Authority audit, the election was made to use another independent auditor's work for Bayview Place, LLC and Cadet Point Senior Village, LLC, based on the recommendation of the Housing Authority's management.

The Bayview Place, LLC and Cadet Point Senior Village, LLC audits for December 31, 2007 were performed by Todd Little and Associates, a highly regarded, independent auditing firm in Monroe, LA. Both audits had unqualified opinions with no findings.

NOTE X – DIFFERENT REPORTING STANDARDS

Bayview Place, LLC and Cadet Point Senior Village, LLC discrete component units are not audited in accordance with Governmental Auditing Standards. However, in these financial statements items have been presented re-categorized and reported in the same categories as the Housing Authority. Specifically, deferred revenue from insurance proceeds for disaster losses has been off set against the cost of reconstruction.

NOTE Y – DIFFERENT REPORTING PERIODS

The Biloxi Housing Authority has a September 30 year end and the Bayview Place, LLC and Cadet Point Senior Village, LLC discrete component units have December 31 year ends. The December 31, 2007 financial statements for the component units are included in the Authority's September 30, 2008 basic financial statements in the component unit column. According to the Governmental Accounting Standards Board (GASB) Statement 14, paragraph 59.118, if a component unit has a year end differing from that of the reporting entity, the “financial statements for the component unit's fiscal year ending during the reporting entity's fiscal year” should be incorporated. Statement 14 continues “if transactions between component units that have different fiscal years result in inconsistencies in amounts reported as due to or due from, and so forth, the nature and amount of those transactions should be disclosed in the notes to the financial statements.”

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE Y – DIFFERENT REPORTING PERIODS- CONTINUED

Bayview Place, LLC - Interprogram Due to/Due from

	<u>Dr (Cr)</u>
Balance at December 31, 2007	\$ (1,595,493)
Net Transfers from January 1, 2008 to September 30, 2008	<u>(128,802)</u>
Balance at September 30, 2008	<u>\$ (1,724,295)</u>

Cadet Point, LLC - Interprogram Due to/Due from

	<u>Dr (Cr)</u>
Balance at December 31, 2007	\$ (71,218)
Net Transfers from January 1, 2008 to September 30, 2008	<u>(770,184)</u>
Balance at September 30, 2008	<u>\$ (841,402)</u>

NOTE Z – OPERATING LEASES

1. On May 18, 2004 Cadet Point and Bayview Place (discrete component units) each entered into a Ground Lease with the Housing Authority. The term of each lease shall be for a period of ninety-nine years commencing on the commencement date and ending on the last day of the month during which the ninety-ninth anniversary of the commencement date occurs. The annual base rent shall be \$1 per annum for the first fifteen years of each lease. The rent will be adjusted on the date that is fifteen years from the commencement date and every 15 years thereafter to the then fair market rent.
2. In January 2007, the Authority granted an Option to Lease a tract of land on Bayview Avenue in Biloxi, Mississippi to Sandmark Bay, LLC. Sandmark Bay, LLC intends to use the property on which to develop and operate a gaming facility in conjunction with a condominium and hotel. The initial lease had a 90-day term and the option for Sandmark to renew the option at the end of that term. For the option, the Authority received an initial payment of \$10,000 and three installment payments of \$3,333 starting on the date of the commencement of the option and deliverable every thirty days. After the initial payment period, Sandmark elected to renew the option. In the successive period, the Authority receives \$10,000 every 30-days until the end of the Successive term. As of September 30, 2008, Sandmark Bay, LLC has continued to renew the option to lease.
3. In January 2007, the Authority approved a ground lease with Moore Community House, Inc (a non-profit company). Moore Community House has applied and was approved by the Department of Health and Human Services to receive funds to rebuild a Head Start facility that was destroyed by Katrina. As of September 30, 2008, Moore Community House still has the lease option available; however, no construction has begun on the Head Start facility nor has the Moore Community House entered into a formal lease with the Authority.

NOTES TO FINANCIAL STATEMENTS – CONTINUED

NOTE AA – SECTION 8 FUNGIBILITY

Federal Register Notice 5067-N-01 provides implementation guidance for Section 901 of the Emergency Supplemental Appropriations Act to Address Hurricanes in the Gulf of Mexico, which authorizes public housing agencies to combine assistance to facilitate the prompt, flexible and efficient use of funds provided to assist families who were receiving assistance under the Act immediately prior to hurricanes Katrina or Rita and were displaced from their housing by the hurricanes.

During the year ended September 30, 2007 the Authority transferred \$1,093,865 from Housing Choice Vouchers to other federal activities in accordance with the guidance set forth in Federal Register Notice 5067-N-01. On December 26, 2007 HUD approved the Authority's plan to funge an additional \$850,000 in Housing Choice Voucher Assistance funds to the public housing operating fund to cover unanticipated costs incurred when it became necessary for the Authority to protect its investments at Bayview Place, Bayview Oaks and Cadet Point following the hurricane. These developments were near completion when the hurricane occurred and offered the most immediate source of units for displaced families once repairs could be completed; however, the developments were threatened by the hurricane aftermath when construction schedules fell behind, contracting resources diminished and/or financing became jeopardized. HUD approved the Authority's Section 901 fungibility plan to address these and other operational costs, including escalating insurance premiums and costs to ensure the restoration and adequate maintenance of public housing units occupied by families displaced by the hurricanes.

NOTE AB – COMMITMENTS AND CONTINGENCIES

Amounts received or receivable from HUD are subject to audit and adjustment by grantor agencies. If expenses are disallowed as a result of these audits, the claims for reimbursement to the grantor agency would become a liability of the Authority. In the opinion of management, any such adjustments would not be significant.

NOTE AC – EAST END HOMES, LLC

During 2008, due to numerous insurance and environmental issues, it was determined that the East End Homes project was no longer economically feasible. In order to acquire insurance for the property, several conditions would have to be met in the construction of the project that would reduce the potential damage if another major hurricane were to hit the area. The Authority determined that meeting the conditions would greatly increase the cost of the project and limit its ability to rent the units upon completion.

Based on the additional requirements, the Authority determined that the project was no longer feasible and the project was discontinued and \$857,890 in capital expenditures were written off.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 SCHEDULE OF ASSETS, LIABILITIES AND NET ASSETS BY PROGRAM
 SEPTEMBER 30, 2008

ASSETS	Low Rent Public Housing	Housing Choice Vouchers Program	Capital Fund Program	Disaster Housing Assistance Program	Resident Opportunity & Supportive Services	HOPE VI Program	Community Development Block Grant	Federal Emergency Management Agency	Other Federal Activities Fund 901	Business Activities	Component Units	Total
Current Assets												
Cash and Cash Equivalents	\$ 1,417,588	\$ 24,643	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,819	\$ 878,258	\$ 2,501,308
Tenants Accounts Receivable	17,234	-	-	-	-	-	-	-	-	-	20,819	38,053
Allowance for Doubtful Accounts	(7,674)	-	-	-	-	-	-	-	-	-	-	(7,674)
Accounts Receivable - Other	115,655	-	81,983	-	5,548	3,171,203	-	-	-	-	106,852	3,481,041
Accrued Interest Receivable	3,373	-	-	-	-	-	-	-	-	-	4,573	7,946
Investments	345,466	-	-	-	-	-	-	-	-	-	-	345,466
Prepaid Costs	128,169	-	-	-	-	-	-	-	-	33,334	74,667	236,170
Inventory	54,025	-	-	-	-	-	-	-	-	-	-	54,025
Current Portion Note Receivable	3,011,972	-	68,696	-	-	-	-	691,746	-	-	67,933	3,840,347
Interprogram	5,085,808	24,643	150,679	-	5,548	3,171,203	-	691,746	-	214,153	1,152,902	10,496,682
Total Current Assets												
Restricted Assets												
Cash and Cash Equivalents	360,114	827,208	-	652,052	-	-	-	-	-	367,884	19,400	2,226,658
Total Restricted Assets	360,114	827,208	-	652,052	-	-	-	-	-	367,884	19,400	2,226,658
Capital Assets												
Land	4,592,077	-	-	-	-	-	-	-	-	280,741	-	4,872,818
Infrastructure	-	-	-	-	-	6,067,029	-	-	-	-	707,710	6,774,739
Buildings and Improvements	12,661,470	-	-	-	-	-	-	-	-	-	22,250,287	34,911,757
Furniture & Equipment	495,518	-	217,527	-	-	-	-	-	-	-	886,536	1,599,581
Construction in Progress	-	-	4,832,019	-	-	-	-	-	-	-	3,514,083	8,346,102
(Less): Accumulated Depreciation	17,749,065	-	5,049,546	-	-	6,067,029	-	-	-	280,741	27,358,616	56,504,997
Net Capital Assets	(9,056,149)	-	(97,753)	-	-	(391,627)	-	-	-	-	(737,351)	(10,282,880)
Total Other Assets	8,692,916	-	4,951,793	-	-	5,675,402	-	-	-	280,741	26,621,265	46,222,117
Other Assets												
Inventory Held for Resale	-	-	-	-	-	-	-	-	-	287,946	5,275,113	5,563,059
Notes & Mortgages Receivable	-	-	-	-	-	-	-	-	-	26,437,072	812,787	27,249,859
Developers Fees Receivable	-	-	-	-	-	-	-	-	-	-	1,726,700	1,726,700
Investment in Joint Ventures	-	-	-	-	-	-	-	-	-	-	47,668	47,668
Other Non-Current Assets	-	-	-	-	-	-	-	-	-	-	778,216	778,216
Total Other Assets	-	-	-	-	-	-	-	-	-	26,725,018	8,640,484	35,365,502
Total Assets	\$ 14,138,838	\$ 851,851	\$ 5,102,472	\$ 652,052	\$ 5,548	\$ 8,846,605	\$ -	\$ -	\$ 691,746	\$ 27,587,796	\$ 36,434,051	\$ 94,310,959

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 SCHEDULE OF ASSETS, LIABILITIES AND NET ASSETS BY PROGRAM
 SEPTEMBER 30, 2008

LIABILITIES AND NET ASSETS	Low Rent Public Housing	Housing Choice Vouchers Program	Capital Fund Program	Disaster Housing Assistance Program	Resident Opportunity & Supportive Services Program	HOPE VI Program	Community Development Block Grant	Federal Emergency Management Agency	Other Federal Activities Fund 901	Business Activities	Component Units	Total
Liabilities												
Current Liabilities												
Accounts Payable	\$ 22,191	\$ -	\$ 137,960	\$ -	\$ 2,118	\$ 5,350	\$ -	\$ -	\$ -	\$ 117,490	\$ 2,358,936	\$ 2,644,045
Accrued Wages and Payroll Taxes	47,450	2,736	-	3,467	-	-	-	-	-	8,211	781	62,645
Accrued Compensated Absences	11,491	2,853	-	-	-	-	-	-	-	-	-	14,344
Accrued Interest Payable	-	-	-	-	-	-	-	-	-	-	221,654	221,654
Tenant Security Deposits	53,903	-	-	-	-	-	-	-	-	-	26,132	80,035
Deferred Revenues	-	-	-	-	-	-	-	-	-	250,293	6,247	256,540
Current Portion of Long term Debt	129,089	24,471	-	-	-	-	-	-	-	364,835	1,765,254	2,130,089
Other Current Liabilities	-	118,351	12,719	-	-	-	-	-	-	-	1,685,061	1,851,340
Interprogram Payable	-	118,351	-	254,740	3,430	3,165,853	-	-	-	297,973	-	3,840,347
Total Current Liabilities	264,124	148,411	150,679	258,207	5,548	3,171,203	-	-	-	1,038,802	6,064,065	11,101,039
Long Term Liabilities												
Long Term Debt	-	-	-	-	-	-	-	-	-	-	22,998,018	22,998,018
Noncurrent Liabilities - Other	-	-	-	-	-	-	-	-	-	-	1,308,098	1,308,098
Accrued Compensated Absences	103,423	25,678	-	-	-	-	-	-	-	-	-	129,101
Total Long Term Liabilities	103,423	25,678	-	-	-	-	-	-	-	-	24,306,116	24,435,217
Total Liabilities	367,547	174,089	150,679	258,207	5,548	3,171,203	-	-	-	1,038,802	30,370,181	35,536,256
Net Assets												
Investment in Capital Assets												
Net of Related Debt	8,692,916	-	4,951,793	-	-	5,675,402	-	-	-	280,741	1,929,940	21,530,792
Restricted Net Assets	360,114	673,610	-	113,904	-	-	-	-	691,746	367,884	19,400	2,226,658
Unrestricted Net Assets	4,718,261	4,152	-	279,941	-	-	-	-	-	25,900,369	4,114,530	35,017,253
Total Net Assets	13,771,291	677,762	4,951,793	393,845	-	5,675,402	-	-	691,746	26,548,994	6,063,870	58,774,703
Total Liabilities and Net Assets	\$ 14,138,838	\$ 851,851	\$ 5,102,472	\$ 652,052	\$ 5,548	\$ 8,846,605	\$ -	\$ -	\$ 691,746	\$ 27,587,796	\$ 36,434,051	\$ 94,310,959

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 SCHEDULE OF INCOME, EXPENSES AND CHANGES IN NET ASSETS BY PROGRAM
 FOR THE YEAR ENDED SEPTEMBER 30, 2008

	Low Rent Public Housing	Housing Choice Vouchers Program	Capital Fund Program	Disaster Housing Assistance Program	Resident Opportunity & Supportive Services	HOPE VI Program	Community Development Block Grant	Federal Emergency Management Agency	Other Federal Activities Fund 901	Business Activities	Component Units	Total
Operating Revenues												
Dwelling Rent	\$ 453,683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221,440	\$ 675,123
Operating Grants	2,006,474	2,216,028	1,601,848	1,107,788	83,353	842,859	4,001,680	41,611	-	347,725	267,302	11,901,641
Other Revenue	142,251	-	-	-	-	-	-	-	-	-	-	757,278
Total Operating Revenues	2,602,408	2,216,028	1,601,848	1,107,788	83,353	842,859	4,001,680	41,611	-	347,725	486,742	13,334,042
Operating Expenses												
Administrative	693,779	150,674	488,270	289,820	-	51,163	-	-	-	322,814	185,457	2,131,977
Tenant Services	43,919	40,895	-	-	83,353	106,094	-	-	-	-	2,515	276,776
Utilities	134,384	-	-	-	-	-	-	-	-	-	40,832	175,216
Maintenance and Operations	540,455	-	252,840	-	-	-	-	-	-	13,770	45,830	852,895
Protective Services	31,194	-	-	-	-	-	-	-	-	-	8,804	39,998
General Expense	992,928	-	-	-	-	685,602	-	-	-	89,764	242,188	2,010,482
Housing Assistance Payments	-	1,297,410	-	426,879	-	-	-	-	-	-	-	1,724,289
Depreciation	567,629	-	41,202	-	-	145,086	-	-	-	-	362,893	1,116,810
Total Operating Expenses	3,004,288	1,488,979	732,312	716,699	83,353	987,945	-	-	-	426,348	886,519	8,328,443
Operating Income (Loss)	(401,880)	727,049	869,536	391,089	-	(145,086)	4,001,680	41,611	-	(78,623)	(399,777)	5,005,599
Non-Operating Revenues (Expenses)												
Investment Income	39,619	12,356	-	2,756	-	-	-	-	-	555,993	9,819	620,543
Interest Expense	-	-	(698,049)	-	-	-	-	-	-	-	(300,878)	(300,878)
Non-Capitalized Casualty Loss	-	-	(698,049)	-	-	-	-	-	-	-	-	(698,049)
Total Non-Operating Rev/(Exp)	39,619	12,356	(698,049)	2,756	-	-	-	-	-	555,993	(291,059)	(378,384)
Increase (decrease) before Capital Contributions and transfers	(362,261)	739,405	171,487	393,845	-	(145,086)	4,001,680	41,611	-	477,370	(690,836)	4,627,215
Capital Contributions	-	-	1,611,652	-	-	316,369	-	-	-	-	2,700,000	4,628,021
Operating Transfers In (Out)	574,431	(850,000)	(212,691)	-	-	-	(4,001,680)	(41,611)	691,746	3,978,199	(138,394)	-
Increase (Decrease) in Net Assets	212,170	(110,595)	1,570,448	393,845	-	171,283	-	-	691,746	4,455,569	1,870,770	9,255,236
Net Assets, Beginning	13,315,648	788,357	3,731,425	-	-	5,504,119	-	-	-	21,048,956	4,083,422	48,471,927
Equity Transfers	(90,372)	-	(315,127)	-	-	-	-	-	-	405,499	-	-
Prior Period Adjustment	333,845	-	(34,953)	-	-	-	-	-	-	638,970	109,678	1,047,540
Net Assets, Ending	\$ 13,771,291	\$ 677,762	\$ 4,951,793	\$ 393,845	\$ -	\$ 5,675,402	\$ -	\$ -	\$ 691,746	\$ 26,548,994	\$ 6,063,870	\$ 58,774,703

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT AND CERTIFICATION OF PROGRAM COSTS
 CAPITAL FUND PROGRAM
 SEPTEMBER 30, 2008

	MS26R00550103	MS26R00550203	MS26R00550104
Funds Approved	\$ 142,877	\$ 24,110	\$ 396,462
Funds Expended	142,877	24,110	396,462
Excess of Funds Approved	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Funds Advanced	\$ 142,877	\$ 24,110	\$ 396,462
Funds Expended	142,877	24,110	396,462
Excess of Funds Advanced	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

1. The distribution of costs as shown on the Actual Modernization Cost Certificates submitted to HUD for approval are in agreement with the Housing Authority's records.
2. All Modernization costs have been paid and all related liabilities have been discharged through payment.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT AND CERTIFICATION OF PROGRAM COSTS
 CAPITAL FUND PROGRAM
 SEPTEMBER 30, 2008

	MS26R00550204	MS26R00550105	MS26R00550205
Funds Approved	\$ 26,622	\$ 238,544	\$ 46,567
Funds Expended	26,622	238,544	46,567
Excess of Funds Approved	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Funds Advanced	\$ 26,622	\$ 238,544	\$ 46,567
Funds Expended	26,622	238,544	46,567
Excess of Funds Advanced	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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2. All Modernization costs have been paid and all related liabilities have been discharged through payment.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT AND CERTIFICATION OF PROGRAM COSTS
 CAPITAL FUND PROGRAM
 SEPTEMBER 30, 2008

	MS26R00550206	MS26R00550207	MS26R00550106
Funds Approved	\$ 73,728	\$ 69,262	\$ 197,176
Funds Expended	73,728	69,262	197,176
Excess of Funds Approved	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Funds Advanced	\$ 73,728	\$ 69,262	\$ 197,176
Funds Expended	73,728	69,262	197,176
Excess of Funds Advanced	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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2. All Modernization costs have been paid and all related liabilities have been discharged through payment.

THE HOUSING AUTHORITY OF BILOXI, MISSISSIPPI
 STATEMENT AND CERTIFICATION OF PROGRAM COSTS
 CAPITAL FUND PROGRAM
 SEPTEMBER 30, 2008

	MS26R00550107	MS26P00550104
Funds Approved	\$ 446,399	\$ 860,278
Funds Expended	446,399	860,278
Excess of Funds Approved	<u>\$ -</u>	<u>\$ -</u>
Funds Advanced	\$ 446,399	\$ 860,278
Funds Expended	446,399	860,278
Excess of Funds Advanced	<u>\$ -</u>	<u>\$ -</u>

1. The distribution of costs as shown on the Actual Modernization Cost Certificates submitted to HUD for approval are in agreement with the Housing Authority's records.
2. All Modernization costs have been paid and all related liabilities have been discharged through payment.

THE HOUSING AUTHORITY OF THE CITY OF BILOXI
BILOXI, MISSISSIPPI

SUMMARY SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED SEPTEMBER 30, 2008

EXPENDITURES

Community Development Block Grants Total CFDA Number 14.218	<u>\$ 4,001,680</u>
Low Rent Public Housing Expenditures Total CFDA Number 14.850a	<u>2,006,474</u>
Housing Choice Vouchers Total CFDA Number 14.871	<u>2,216,028</u>
Disaster Housing Assistance Program Total CFDA Number 14.DHAP	<u>1,107,788</u>
Public Housing Capital Fund Program Total CFDA Number 14.872	<u>3,213,500</u>
Resident Opportunity & Supportive Services Total CFDA Number 14.870	<u>83,353</u>
Revitalization of Severely Distressed Public Housing Total CFDA Number 14.866	<u>1,159,228</u>
Total HUD Expenditures	<u>13,788,051</u>
Federal Emergency Management Agency Total FEMA Grant	<u>41,611</u>
Total Department of Homeland Security Expenditures	<u>41,611</u>
TOTAL FEDERAL EXPENDITURES	<u>\$ 13,829,662</u>

Accounting Policies:

The information on this schedule is prepared in accordance with accounting principles as described in the footnotes to this report.

THE HOUSING AUTHORITY OF THE CITY OF BILOXI
BILOXI, MISSISSIPPI

SCHEDULE OF FINDINGS
AND QUESTIONED COSTS

SEPTEMBER 30, 2008

Section I: Summary of Auditor's Results:

FINANCIAL STATEMENTS

Type of auditor's report issued:	Unqualified	
Internal Control over financial reporting:		
Are material weaknesses identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are significant deficiencies that are not considered to be material weaknesses identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is noncompliance that could have a material effect on the financial statements identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

FEDERAL AWARDS

Internal control over major programs:		
Are material weaknesses identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are significant deficiencies that are not considered to be material weaknesses identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Type of report issued on compliance with requirements applicable to each major program:	Unqualified	
Are there any audit findings that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Identification of major programs:

<u>Name of Federal Program</u>	<u>CFDA No.</u>
Disaster Voucher Program	14.DVP
Community Development Block Grant	14.218
Dollar threshold used to distinguish between type A and type B programs:	\$414,890
Is the auditee identified as a low-risk auditee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

THE HOUSING AUTHORITY OF THE CITY OF BILOXI
BILOXI, MISSISSIPPI

SCHEDULE OF FINDINGS
AND QUESTIONED COSTS

SEPTEMBER 30, 2008

Section II: Financial Statement Findings:

Summary Schedule of Prior Year Findings:

None

Current Year Findings and Questioned Costs:

None

Section III: Federal Award Findings and Questioned Costs

Summary Schedule of Prior Year Findings:

None

Current Year Findings and Questioned Costs:

None

**PET OWNERSHIP
(FAMILY)
FOR
THE HOUSING AUTHORITY OF THE
CITY OF BILOXI, MISSISSIPPI**

**RESOLUTION 0309-004 APPROVED BY
THE BOARD OF COMMISSIONERS ON
MARCH 25, 2009**

PET OWNERSHIP

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 ("Pet Ownership in Public Housing") to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own 1 common household pet present in the dwelling unit. The allowance of a pet is subject to reasonable requirements of the BHA.

The Housing Authority of the City of Biloxi (BHA) notifies eligible new residents of that right and provides them copies of the BHA's Pet Ownership Rules to obtain permission; pet owners must agree to abide by those Rules.

In consulting with residents currently living in the BHA's developments, the Agency will notify all such residents that:

- A. The residents are permitted to own and keep common domesticated household pets, such as a cat, dog, bird, and fish, in their dwelling units, in accordance with BHA's Pet Ownership Rules;
- B. The residents are prohibited to own and keep any exotic pets (Ferrets, spiders, snakes, lizards, etc.) Any type of pet must be approved by the Authority.
- C. The non-refundable **Pet Fee** is intended to cover the reasonable operating costs to the development. The **Pet Fee** is intended to cover additional costs not otherwise covered (i.e., fumigation of a unit);
- D. Animals that are used to assist the disabled are excluded from the size and weight and type requirements pertaining to ownership of service animals; however, they will be required to submit the proper licensing, inoculations, leash restraints, etc. are observed;
- E. Residents may request a copy of the BHA's Pet Ownership rules or proposed amendments to the rules at any time; and,
- F. Section 31 does not alter, in any way, the regulations applicable to federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C.
- G. New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit BHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes BHA's to limit or impair the rights of persons with disabilities, or affects any authority BHA's may have to regulate service animals that assist persons with disabilities.

HOUSING AUTHORITY OF THE CITY OF BILOXI
Pet Ownership Rules for Families

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. Reptiles of any kind, with the exception of small turtles in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird, fish, or exotic animals.
2. Each household shall have only one pet (except fish or birds) the limit for birds is two (2).
3. The pet owner must provide the Authority a photograph of the pet.
4. The pet owner shall have only a small cat or dog. The animal's weight shall not exceed **30 pounds**. The animal's total height shall not exceed **twenty-four (24)"** in height. Such limitations do not apply to a service animal used to assist a disabled resident.
5. Pet owners shall license their pets yearly with the City of Biloxi, Mississippi or as required. The pet owner must show the BHA proof of rabies and distemper booster inoculations and licensing annually.
6. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
7. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished. If the animal is less than six (6) months old, resident must agree to have the appropriate procedures performed when the animal reaches the age of six (6) months. Exceptions to this requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or health.
8. The pet must wear a collar with Identification Tag at all times.
9. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
10. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.

11. No pet owner shall keep a vicious or intimidating pet of any kind on the premises (pit bull, bulldog, Rottweiler or any other vicious or intimidating breed). If the pet owner declines, delays or refuses to remove such a pet from the premises, the Authority shall do so, in order to safeguard the health and welfare of other residents.
12. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the Authority shall do so.
13. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container. If you do not follow this requirement the pet owner will be fined.
14. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animal droppings at least twice per day. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container. If you do not follow this requirement the pet owner will be fined.
15. The pet owner must take the animal to a veterinarian at least once per year.
16. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the BHA Representative.
17. The pet owner shall keep the pet, dwelling unit and surrounding areas free of fleas, ticks and/or other vermin.
18. Pet owners are prohibited from chaining their pet outside the unit at any time.
19. The residents will not be allowed to keep other people pets. If it has been observed by a BHA Representative, the resident will be fined and the pet must be removed from the site immediately.
20. Pet owners are prohibited from washing their pet's bedding with other clothing in BHA's laundry facilities.
21. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.

22. BHA's Representative shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, and remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The Authority is not liable for any injuries or death to the pet.

23. The following Pet Fee relates to the pets listed below:

- 1) Pet Fee for dogs & cats \$150.00
 - Non-Refundable
- 2) Fish aquariums (max. 30 gal) \$ 50.00
 - Non-Refundable
- 3) Birds, gerbils, hamster, Etc. \$ 35.00
 - Non-Refundable

The Pet Fee is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The Authority shall use the non-refundable pet fee only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit.

24. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the Authority and the resident will be fined.

25. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from BHA premises.

26. Should any pet housed in the BHA's facilities give birth to a litter, the resident shall remove from the premises all of said pets except one as soon as the babies are able to survive on their own (a maximum of 6 weeks).

27. The Authority will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.

28. If a resident, including a pet owner, breaches any of the rules set forth above, the Authority may revoke the pet permit and evict the resident or pet owner.

I have read and understand the above pet ownership rules and agree to abide by them.

Resident's Signature

BHA Representative's Signature

Date

Date

Type of Animal and Breed

Received photograph of Pet (s)

Name of Pet _____

Description of Pet (color, size, weight, sex, etc.) _____

The alternate custodian for my pet is _____

Custodian's Name _____

Custodian's Address _____

Custodian's Phone _____

Pet Fee _____

Amount Paid _____

Date _____

**PET OWNERSHIP
(ELDERLY OR PERSONS WITH DISABILITIES)**

FOR

**THE HOUSING AUTHORITY
OF THE CITY OF
BILOXI, MISSISSIPPI**

**RESOLUTION 0309-004 APPROVED BY
THE BOARD OF COMMISSIONERS ON
MARCH 25, 2009**

PET OWNERSHIP RULES

Housing Authority residents who are elderly and/or disabled are permitted to own and keep pets in their dwelling units. The Biloxi Housing Authority (BHA) notifies eligible new residents of that right and provides them copies of the Authority's Pet Ownership Rules. To obtain permission, pet owners must agree to abide by these rules.

In consulting with residents currently living in the Authority's developments, for the elderly or persons with disabilities, the Authority will notify all such residents that:

- A. Elderly or disabled residents are permitted to own and keep common domesticated household pets, such as a; cat, dog, bird, and fish, in their dwelling units, in accordance to the BHA Pet Ownership Rules;
- B. Animals that are used to assist the persons with disabilities are excluded from the size and weight requirements pertaining to ownership of service animals; however, they will be required to assure that proper licensing, inoculations, leash restraints, etc. are observed;
- C. Residents may request a copy of the BHA's Pet Ownership Rules or proposed amendments to the rules at any time; and
- D. The non-fundable **Pet Fee** is intended to cover the reasonable operating costs to the development. **The Pet Fee** is intended to cover additional cost not otherwise covered (i.e., fumigation of a unit);
- E. Section 31 does not alter, in any way the regulations applicable to federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR Part 5, Subpart C.
- F. New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit BHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes BHA's to limit or impair the rights of persons with disabilities, or affects any authority BHA may have to regulate service animals that assist person with disabilities.

HOUSING AUTHORITY OF THE CITY OF BILOXI
PET OWNERSHIP RULES FOR
ELDERLY OR PERSONS WITH DISABILITIES

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig, and fish aquariums. Reptiles of any kind, with the exception of small turtles or a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, fish or bird or exotic animals.
2. Each household shall have only one pet (with the exception of fish or birds). The limit for birds is two (2).
3. The pet owner shall provide BHA with a photograph of each pet.
4. The pet owner shall have only a small cat or dog. The animal's weight and height do not apply to a service animal used to assist a disabled resident.
5. Pet owners shall license their pets yearly with the City of Biloxi, Mississippi. The pet owner must show the Authority proof of rabies and distemper booster inoculations and licensing annually.
6. No pet owner shall keep a pet in violation to State or local health or human laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
7. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished. If the animal is less than 6 months old, resident must agree to have the appropriate procedures performed when the animal reaches the age of 6 months. Exceptions to this requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or health.
8. The pet must wear a collar with Identification Tag at all times.
9. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird (s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
10. No resident shall keep, raise, train, breed, or maintain any pet of any kind at any location, whether inside or outside the dwelling unit for any commercial purpose.

- 11 No pet owner shall keep a vicious or intimidating pet on the premises (Pitt Bull, Bulldog, Rottweiler or any other vicious or any other type of intimidating breed). If the pet owner declines, delays or refuses to remove such a pet from the premises, the Authority shall do so, in order to safeguard the health and welfare of the other residents.
- 12 No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere, or diminish" shall include but not be limited to; barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays, or refuses to remove the pet from the premises, the Authority shall do so.
- 13 The owner of a cat shall feed the cat at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every 2 days. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container. If the pet owner does not follow this requirement, they will be fined.
- 14 The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least once a day; remove the animal droppings at least twice a day. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a tie sack in a designated trash container. If you do not follow this requirement the pet owner will be fined.
- 15 Pets shall be taken to the veterinarian at least once per year.
- 16 The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the BHA Representative.
- 17 The pet owner shall keep the pet dwelling unit and surrounding areas free of fleas, ticks and/or other vermin.
- 18 The pet owner are prohibited from chaining their pet outside the unit at any time,
- 19 Pet owners will not be allowed to keep other pets that are not listed in their Pet Policy agreement. If this requirement is not followed, the pet owner can be fined and the pet will be removed from the site immediately.
- 20 Pet owners are prohibited from washing their pets bedding with other clothing in the BHA's laundry facilities.
- 21 No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.

22 BHA's Representative shall enter a dwelling unit where a pet has been left unattended for 24 hours, remove the pet and transfer it to the proper local authorities subject to any provisions of State or local law or ordinances in this regard. The BHA shall accept no responsibility for the pet under any circumstances. The Authority is not liable for any injuries or death to the pet.

23 The following Pet Fee listed below relates to resident owners:

1. Pet Fee for dogs and cats \$150.00
 - Non-Refundable
2. Fish aquariums (max. 30 gal) \$ 50.00
 - Non-Refundable
3. Birds, gerbils, hamster, etc. \$ 30.00
 - Non-Refundable

The Pet Fee is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The Authority shall use the non-refundable pet fee only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to; the cost of repairs and replacement to and the fumigation of the pet owner's dwelling unit.

24 All residents, including the elderly, disabled, are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the Authority.

25 Each pet owner shall identify an alternate custodian for his or her pet if the owner is ill or absent from the dwelling unit and unable to care for his or her pet. The alternate custodian shall assume responsibility for the care and keeping of the pet including if necessary the removal of the pet from Authority property.

26 Should any pet housed in the Authorities facilities give birth to a litter, the resident shall remove from the premises all of said pets except one as soon as the babies are able to survive on their own (a maximum of 6 weeks).

27 The Authority will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.

28 If a resident including a pet owner breaches any of the rules set forth above the Authority may revoke the pet permit and evict the resident or pet owner.

I have read and understand the above pet ownership rules and agree to abide by them.

Resident's Signature

BHA Representative's Signature

Date

Date

Type of Animal & Breed

Received Photograph of Pet (s)

Name of Pet

Description of Pet (color, size, weight, sex, etc.): _____

The alternate custodian for my pet is: _____

Custodian's Name: _____

Custodian's Address: _____

Custodian's Telephone: _____

Pet Fee: _____

Amount Paid: _____

**SAFETY POLICY
FOR THE
HOUSING AUTHORITY OF THE CITY OF
BILOXI, MISSISSIPPI**

SAFETY POLICY

The reason for the existence of the Housing Authority of the City of Biloxi, Mississippi, (herein referred to as PHA) is to provide decent, safe and sanitary housing for the low-income people of the community.

The safety and good health of the residents, the employees that serve them and the public who visit the properties is of the utmost importance to this PHA. Of the three, residents' safety will be given the top priority.

All individuals, residents, employees, whether in management or hourly workers, and visitors will be expected to adhere to all safety rules, policies or practices, put in place to achieve safety at this PHA.

Employees will see their attitudes and actions, relative to safety measures, reflected in their job performance evaluations. Residents who don't comply with the safety policies established at this PHA could be evicted if the situation is of grave enough concern. Visitors will likewise be expected to follow those policies that clearly pertain to them, or they will be required to leave and asked not to return.

This PHA pledges to make every effort to comply with all city, state and Federal safety and health regulations. The policies stated in the accompanying safety manual will have that goal as its focus.

Executive Director

Date

Board Chairman

Date

SAFETY RULES - RESIDENTS

1. The cooking range must be kept free of grease on the cookstove, oven or vent hood.
2. Food cooking in grease must not be left unattended.
3. Electrical appliances, especially those designed for cooking, must be connected directly into a wall outlet, never by connecting it to an extension cord.
4. Electrical appliances should be checked often for proper operation and to assure that cords are safe and not frayed or cut.
5. Never leave your unit without unplugging such appliances as toasters, heaters, electric blankets, etc.
6. Never leave your unit without turning off Christmas tree lights.
7. Candles should only be used by adults.
8. Keep matches and lighters away from children.
9. Smoking in bed is prohibited at all times.
10. Proper receptacles must be provided for ashes and spent smoking materials. Never empty hot ashes into trash cans.
11. Do not store gasoline or other flammable liquids inside your unit.
12. Do not store lawn mowers or other gasoline powered equipment inside of your unit.
13. Storage of flammable materials or clothing in the water heater closet or the central heater closet is prohibited.
14. No firearms are permitted on the PHA premises. This prohibition includes B-B guns.
15. Resident units must be kept neat so as not to provide clutter that could become a fire hazard, or cause someone to be injured in a fall.
16. Do not attempt to put out an electrical or grease fire with water. These types of fires respond best to ABC type fire extinguishers.

Safety Rules-Residents - Page 2

17. Grease fires can sometimes be extinguished by covering with damp towels.
18. All fires must be immediately reported to the local fire department and to the PHA.
19. All adult residents must attend 75% of the safety and fire prevention training sessions provided by the PHA.
20. Do not use aerosols near open flames or near individuals who are smoking.
21. Ovens must not be used for supplemental heat as asphyxiation may occur.
22. Have children put away toys or other sports equipment that may trip someone.
23. Check the rear of vehicles for children or other items which may be damaged by a moving vehicle, prior to moving the vehicle.
24. Report any hazardous conditions to the PHA as soon as observed.
25. Report water leaks from faucets, valves, roofs, etc. as soon as they are observed.
26. Abide by all posted speed limit and posted warning signs on the PHA premises.
27. Report improperly charged or inoperative devices such as fire extinguishers, smoke detectors, etc.
28. Report any defective, broken, or inoperative equipment such as windows, doors, loose floor tile, etc.

Signed: _____
All adult residents in the unit.

SAFETY RULES - RESIDENTS, OTHER THAN FAMILY

1. No company may perform services on the PHA premises without proper insurance coverage, a copy of which assurance will be provided to the PHA by the carrier/agent prior to start of work.
2. All unsafe conditions which become apparent must be corrected if within the scope of work, or reported to the PHA if not the responsibility of the contractor.
3. No work must be executed that endangers residents, employees of the PHA or visitors.
4. No flammable liquids, gasoline engines, etc. are permitted within the facilities.
5. No firearms are permitted on the PHA property.
6. Only authorized activities, as noted in the contract, may be conducted on the PHA premises.

SAFETY RULE ENFORCEMENT

RESIDENT

Residents who reside in the units comprising the PHA are subject to safety practices which will protect not only them and their families, but will protect the rights of other families living on the premises. All residents will be counseled on safety practices as new residents, and in ongoing safety meetings designed to eliminate unsafe practices and attitudes.

Residents who disregard safety instructions, rules and regulations enacted to protect life and property of the residents of this PHA will be held accountable.

For the first infraction that results in a preventable accident, the resident(s) will receive a verbal warning and instructions that, if followed, will lessen the chance of a recurrence.

The second incident indicating disregard of safety rules and regulations, and resulting in an accident, will result in a written warning to the resident that another such action will cause the resident and family to be evicted.

The third accident caused by a resident's careless disregard of the safety rules and regulations, will cause the resident to be evicted.

RESIDENT (OTHER)

People who visit residents and contractors who do work for the PHA or for residents in possession, will be subject to the same safety rules and regulations as PHA employees and residents who reside on the premises.

If a visitor does not abide by the rules and regulations expected of the resident, the resident may be advised that the visitor is not welcome at the PHA property. Repeated violation of safety regulations could result in the resident being asked to vacate the premises on a permanent basis.

Contractors who do business with the PHA are expected to abide by the same safety rules as those expected of the PHA employees. Contractors are to be covered by all of the types of insurance and in the amounts described in the current General Conditions, Form HUD 5370, as though a part of the contract. No contractor will be allowed to work on the premises without such insurance.

HATS TO WEAR or WHO IS RESPONSIBLE FOR WHAT?

Executive Director _____

Safety Coordinator _____

Risk Control Manager _____

Development Safety Representative _____

Safety Committee Members _____

Maintenance/Facilities Control Coordinator _____

Accident Investigator _____

Disaster Coordinator _____

DUTIES

EXECUTIVE DIRECTOR

The Executive Director of the PHA will assume the primary position in the safety process. He or she will see that each member of the safety team, consisting of practically every person who lives, visits or works at any PHA site, will follow the rules, regulations and policies that outline what constitutes a safe place to live, work and/or play.

In doing so, the Executive Director assures that the PHA meets or exceeds the goals of the safety policy dictated by this guide.

The Executive Director will appoint a Safety Coordinator or take that duty upon himself/herself, and provide the necessary training or information to assure the job is properly carried out. New information or regulations that become pertinent, will be made available to those who need to know.

The Executive Director is responsible for any one under his/her jurisdiction, in that he/she is to see that they follow all rules and regulations dealing with safety.

The Executive Director will see that all management personnel and all levels of workers are evaluated with safety as a factor in those evaluations.

The Executive Director will conduct the operations of the PHA in a manner that will ensure that all personnel, residents, and visitors will be aware that safety and the safety program are of the utmost importance in the operation of the facilities.

RISK CONTROL MANAGER (RCM)

The Risk Control Manager (RCM), is responsible to the Executive Director unless the Executive Director holds the post, and coordinates the risk control program for the entire PHA. His/her duties are described below:

Overall planning, direction and coordination of the risk control program for all residents, employees, and visitors, both for work or social reasons.

He/she will analyze the accident history of the PHA, at least once per quarter, adjusting policies, rules, and regulations as necessary to assure that they are accomplishing the goals of the safety policies. The goal is to reduce the type and frequency of the accidents that are taking place.

Duties - page 2

The RCM will be responsible for developing safety policies for all of the inhabitants of the PHA. His/her goal will be to reduce the potential loss exposure for life and property.

The RCM will conduct or arrange to be conducted, all of the safety training required to fulfill the training required by this guide. The emphasis to be placed in the training will be to reduce the most common occurrences that lead to loss of life or property.

He/she will conduct the PHA's safety meeting at least monthly.

He/she will reinvestigate any serious loss of property or life with the intention to eliminate the potential of reoccurrence.

The RCM will follow-up each accident investigation to assure that it was properly conducted and assure that the proper preventive measures were taken to stop reoccurrence of the same type. Also, the RCM will determine if enforcement action needs to be used against any employee, resident or contractor.

The RCM will coordinate all safety inspections conducted on the dwelling buildings, the office complex, or the exterior buildings and grounds.

DEVELOPMENT SAFETY REPRESENTATIVE

This is usually not a full time job, and is usually conducted by an employee who has other responsibilities. He/she will report to the Safety Coordinator. The duties of the Development Safety Representative are:

To coordinate the employee and resident safety activities throughout the development.

Assist the foreman or the supervisor with the accident investigations and assist with reporting.

Analyzing the information in the accident reports and advising the Safety Coordinator of dangerous situations and suggesting corrective action to make corrections.

Assuring that the safety training activities within the development comply with the overall risk control program.

Is the head of the development's safety committee and meets monthly with the committee.

Duties - page 3

Sits on the PHA's safety committee and is liaison to the development's residents.

Assists with all required safety inspections conducted in the development.

Assures compliance with all state, federal and local regulations that control the development's safety activities.

MAINTENANCE/FACILITIES CONTROL COORDINATOR

The Maintenance/Facilities Control Coordinator has the responsibility to arrange for the upkeep of all the facilities and grounds of the PHA. This includes all systems that comprise the complex.

He/she is responsible for the maintenance system that can provide for repairs as they are needed, and for preventive maintenance on all systems to prevent breakdown. The safety of residents and employees is part of the system.

He/she is to inspect or have inspected all of the systems which require compliance with regulations of the state, Federal and local governments.

Assures that maintenance personnel take part in all ongoing inspections on the resident units, facilities and grounds.

Assures that "safety responsibilities" are part of each employee's evaluation.

EMPLOYEES

This category of worker includes all of the employees, including management employees. The responsibilities include:

Follows all safety rules set forth by the PHA for employees.

Attends all regular safety meetings required by the risk control program.

Attends all specialized training that is required by the regulatory bodies.

Abides by all Federal, state and local regulations that apply to their occupation.

Duties - page 4

Reports unsafe acts and conditions that may endanger the public or residents.

Reports unsafe conditions immediately as they are observed throughout his/her area and/or any PHA premises.

RESIDENTS

Must follow all safety regulations that pertains to residents.

Must abide by all city, state or Federal regulations required of residents.

Must use only equipment approved by UL or AGA laboratories.

Responsible for their own safety and that of the family that shares the unit. Must not create or add to any unsafe practice or condition.

Parents are responsible for controlling the actions of their children in all areas within the PHA, especially the playground.

RESIDENTS (OTHER THAN FAMILY)

Responsible for following all resident (other than family) safety rules.

Contractors are responsible for having their employees abide by the PHA's employee safety rules.

Must abide by the contract agreements between them and the PHA.

SAFETY COMMITTEES

AUTHORITY SAFETY COMMITTEE

The PHA intends to immediately set about creating a safety committee to assist in protecting life and property on its developments.

The Safety Committee for the PHA will attempt to bring together, all facets of PHA life, residents, workers, and management, so that all can work together to reduce loss of property, life, or injury to residents, workers, or visitors to the PHA. By regularly holding safety meetings, where all input from those who live and work here may be utilized to reduce those losses, a significant reduction in damage may be realized.

The safety committee will consist of the following:

- Development Safety Representatives
- Maintenance/Facilities Control Coordinator
- Executive Director or appointee
- Representatives of all other departments

The Safety Committee for the PHA will meet approximately one week after the Development Safety Committee meets. The members of each development committee will send a representative to each PHA safety meeting to convey concerns voiced at their meetings.

During the Safety Committee meeting, the panel will try to form a consensus of opinion as to how to address problem areas and eliminate hazardous conditions that are a potential threat to life or property.

Another facet of the Authority-wide safety meetings is to find out if previously addressed issues have been successfully resolved. If further corrective actions are found to be necessary, follow-up should continue until a solution to the problem is found.

Minutes of the PHA Safety Committee meeting should be forwarded to the following:

- Executive Director
- Risk Control Coordinator
- Each member of the Safety Committee
- PHA file

Safety Committees - page 2

DEVELOPMENT SAFETY COMMITTEE

The Development Safety Committee will attempt to bring together, all facets of development life, residents, workers, and management, so that all can work together to reduce loss of property, life, or injury to residents, workers, or visitors to the development. By regularly holding safety meetings, where all input from those who live and work here may be utilized to reduce those losses, a significant reduction in damage may be realized.

The Development Safety Committee will consist of the following:

- Development Safety Representatives
- Development Maintenance Supervisor
- Supervisor/Foreman
- Residents (3 or 4)

The Development Safety Committee for the PHA will meet approximately once each month.

During the Development Safety Committee meeting, the panel will try to form a consensus of opinion as to how to address problem areas and eliminate hazardous conditions that are a potential threat to life or property.

Another facet of the development safety meetings is to find out if previously addressed issues have been successfully resolved. If further corrective actions are found to be necessary, follow-up should continue until a solution to the problem is found.

The minutes of the committee meeting will be forwarded to the following:

- Executive Director
- Risk Control Coordinator
- Development Safety Representative
- Each member of the safety committee
- Local file

SAFETY TRAINING

Since safety is such an important part of the goals of this PHA, it is only fitting that all members of the staff and all residents who live at the PHA, be trained in the many aspects of safety that are required of each. It will be the goal of the PHA to train each employee and each resident to be conscious of safety, in their work and in their lives at this PHA.

The responsibility for the safety training of both employees and residents of this PHA rests with the Executive Director first. Some aspects of the training program may be assigned to other staff members as they become capable of imparting the proper information. However, ultimately, the Executive Director is responsible to see that the proper training is provided.

Employee Orientation

The first step in the training process is the orientation of each employee. As each employee begins his job, he or she should be given the impression that safety is his or her first priority. No job is as important as the safety of the person doing it or those who are or could be affected by an employee doing the job. Of equal importance in the orientation process, is that the employee understand that his or her job performance will be rated with an eye to how safely he or she has completed the jobs assigned.

Below are listed the risk control areas which will be covered with each new employee:

1. The safety policy
2. Employee safety rules as they are found in the PHA's safety manual.
3. Employee safety responsibilities as they appear in his/her job description.
4. Disciplinary action program to enforce the safety rules.
5. Prevention of slip, trip, and fall accidents.
6. Hazard awareness.
7. Disaster control plan.
8. Electrical safety.

Safety Training - page 2

9. Fire prevention.
10. Medical emergencies, First Aid/CPR.
11. Safety pertaining to their job.
12. National Gas Pipe-line Safety Act responsibilities.
13. Equipment operation.
14. Driving an PHA vehicle safety practices.

Ongoing Employee Training

Since the orientation program is similar to a crash course in that so much information is given at one time, more training in the basic responsibilities is needed so that the employee can become aware of the requirements of safety. Therefore, it is the intention of the PHA to provide training on an ongoing basis to help the employee become proficient in the safe way of doing the job. At least once each month, the employee will be given additional training in the safest way to accomplish one or more of the tasks assigned. Over time, the employee should then become a safer worker, knowledgeable in the safe way to do his job.

Some of the topics to be covered in the safety training program are listed:

1. All areas mentioned in the orientation program, but one or two at a time.
2. Any new safety procedure or rule that is implemented.
3. Any new process that needs additional attention.
4. Any time there is a regulatory change made pertaining to safety.
5. Any time, after an employee creates or causes to be created, an unsafe condition within the facilities and premises.

Training sessions may be held in groups, or if needed, one on one.

DISASTER CONTROL PROGRAM

Disaster Control Plan

The primary goal of the PHA in dealing with any disaster is to limit damage to life and property. To do that effectively, it is necessary to already have a plan and an organization among the inhabitants of the developments that understands what to do when they are confronted by a disaster. In forming an organization among residents, it must be stressed that each member has to take seriously the responsibility that each is assigned. Other people are depending on each member to carry out his/her duties so that everyone can minimize risks inherent in each type of crisis.

The size of the organization will probably vary with the size of each development, but the ideal is to function in such a way as to allow all who are involved to participate, carry out his/her duties, and still have time to worry about his/her own safety and that of his/her own family members.

The plan for the response to a disaster will also be different in some ways depending on the disaster. A tornado for instance will need a different response than that for a hurricane, a fire, or an earthquake. The warning time, or the time that allows for the execution of duties of each member of the response team, will also vary. Hurricanes usually have a long preparation time, compared to a fire or tornado. What must be done to prepare for a hurricane differs also. What is constant is that with a plan, all residents will have been advised what to do, what role they play, and how to prepare for each disaster.

Forming a group or committee that telephones or by other means advises a smaller group of residents, and thereby advises all of the residents of a development, need not be a huge task. What is of importance is that with such a committee, all residents will know in a short time, of a threat or actual disaster. Such a committee should be the first order of business in such a plan. A consensus can then be developed to determine for what task, each part of the committee is responsible.

DISASTER COORDINATOR

The job of the Disaster Coordinator is to develop in advance of a disaster, the plan of action, assign responsibility to someone to carry out each required task in the plan, and to see that whoever is responsible for each task is trained to do that task properly. Such a person must be capable of understanding the job and have the ability to lead others to do what is required. He/she should know the workings of the PHA, and know what properties he/she is working with. He should be familiar with the functions of the outside agencies with whom he/she will work during an emergency, such as a fire or a hurricane.

In larger authorities, the coordinator should have an assistant, but in any case, he/she should have an alternate, someone who can cover his/her job if he/she happens to be away for a disaster. The assistant might not know all of the functions and might not be required to do the training, but should know what's required and see that each job is accomplished by the committee members.

ALERT AND HUMAN PROTECTION PROCEDURES

HURRICANES

Disaster Coordinator:

Alerts the committee chairman or chairmen that a hurricane is coming. Works with the chairmen to see that all preparations are complete by the time the hurricane strikes.

Disaster Coordinator Alternate:

Assists the disaster coordinator or stands in for him/her in his/her absence in the event of a disaster.

Storm Monitor:

Monitors the radio and TV broadcasts of storm warnings and advises the Disaster Coordinator of the storms progress.

Precautions Committee(s):

One committee of maintenance men board up windows and secure loose equipment and stored items.

Another committee is responsible to see that residents have stored loose items around their units, such as toys, outdoor equipment that might be blown into something and is therefore a danger.

One committee might secure sand bags for distribution to those who need them.

A committee might arrange for handicapped residents to be aided, either in their preparations or in seeking shelter wherever it is made available by some outside agency.

A committee might be formed to supply transportation to those without vehicles to secure food, water and batteries, etc. for use until power or supplies become available again.

A committee might be set up as an emergency first aid station to assist anyone hurt by flying debris, etc. during the storm and before its safe to venture out to hospitals or doctor's offices,

Alert and Human Protection Procedures-Hurricanes - Page 2

A committee might be set up to take care of electrical, gas, water or other systems that might be damaged by a storm. Someone knows where to turn off mains, turn on generators etc., and who has the checklist so that nothing is forgotten.

A committee of the office staff might be formed to know what to do with computers, office machines, records, anything that must be protected from the storm winds, or water if the roof or windows are damaged.

All of the above precautions are under the responsibility of the disaster coordinator or his/her assistant and must be planned prior to the disaster to be effective. Adequate drills must be conducted so that everyone is comfortable with his/her job, and in the event that a committee member moves away, the coordinator has provided for the appointment and training of a replacement.

Similar programs must be prepared for disasters that are likely in the area of each PHA is not as likely to be severely effected by a hurricane, but a tornado might cause as much or more damage. Fires are common in all areas of the state, and should be prepared for by all authorities.

Each PHA should make a list of potential disasters and cause committees to be formed of employees and residents to prepare for and deal with each eventuality.

FIRE AND EXPLOSION

Fire and explosions occur on PHA properties more frequently than any other disaster, so its prevention should take precedence in the disaster training program. Residents and employees should be trained in how to prevent fires and what actions to take when one occurs. The Disaster Coordinator should be the person to be in charge of this type of disaster, both before and in the event of a fire, and is responsible to develop the plan for dealing with the fire. A list should be kept of the different duties to be performed and who is responsible for each.

The assistant to the Disaster Coordinator should know how to do the job in the absence of the coordinator. The following is a listing of the tasks which should be completed in the event of a fire:

1. The fire department must be notified. A telephone call to a posted number has to be made. All residents should know the number and have it posted in a specific place. Children should be educated not to hesitate to call the number when they see a fire.
2. Residents and employees throughout the development must be notified of a fire that might affect them. Its better to advise someone who will not be affected than not to notify someone who will.
3. If evacuation is necessary, the residents should be assisted in the orderly evacuation of all affected buildings.
4. If it's possible, every attempt to extinguish a small blaze should be taken with the means at hand, fire extinguisher, or hose, when personnel are trained to do so and can fight the fire safely.
5. The Executive Director is to meet the public fire department vehicle and/or ambulance at the logical entry to the development and guide/direct them to the fire.
6. The Executive Director is to redirect all unnecessary vehicular traffic away from the area so that the fire department can operate effectively.
7. Resident and employee cars should be moved out of the way as quickly as possible, to prevent damage by the fire or fire department.
8. If arson is even remotely suspected, the proper authorities should be notified and the immediate fire scene left unobstructed. Security of the area should be assured.

POST FIRE ACTION

To minimize the damage and loss caused by fire, the following actions should take place:

1. Ensure that all fire protection equipment is restored to its intended usefulness; fire extinguishers, damaged smoke and/or fire alarms.
2. If, and until the above is complete, watchmen or guards should be placed in service to provide proper protection.
3. When it is possible that the fire may ignite, the Executive Director will stay and observe the fire until the threat is gone.
4. If unauthorized entry is a possibility, the Disaster Coordinator will post a sentry, or otherwise secure the location with proper barriers or other method.
5. All practical steps will be taken in the judgement of the coordinator to salvage what materials can be salvaged and to protect any materials and machinery from further damage.
6. All systems, lights, water, gas, will be restored as soon as practical at the direction of the coordinator.
7. Before reoccupation of any building suffering a fire, an inspection should be made to assure all exists are accessible and all fire and smoke alarm devices are working properly.
8. All exit lights and hardware will be properly repaired or replaced as necessary.
9. All outside agency inspections will be secured prior to re-occupancy.

FIRE PREVENTION AND PROTECTION

The following is a list of activities that are to be prohibited because of the danger they present for fires to start:

1. No outdoor rubbish fires or bonfires shall be permitted on the PHA property.
2. Matches shall be properly stored at all times by both the residents and employees.
3. Smoke and flame lighting devices shall not be permitted in any place of assembly except for ceremonial purposes. When these devices are used, means for proper extinguishment will be provided on site.
4. Combustible and flammable material shall be properly stored in approved containers, fire cabinets or flammable storage rooms. Storage methods must be in accordance with the National Fire Protection Association Standards.
5. Fire extinguishers shall be provided in close proximity to any welding equipment, torches, etc. being used. Other fire extinguishers within all facilities shall be placed in accordance with the city fire protection requirements and OSHA standards.
6. Any employees or residents expected to use fire extinguishers shall be fully trained in the proper use of fire extinguishers.
7. All means of egress should be properly marked and kept clear of all obstacles. Exit doors shall not be locked against the flow of traffic in an escape route.
8. Doors which are normally designed to be kept closed during a fire shall be provided with a self-closing mechanism. A door designed to be kept normally closed shall have a sign reading as follows: "Fire door, keep closed at all times."
9. All heat producing appliances, chimneys, vents and exhaust systems shall be properly installed and maintained. The manufacturer's suggested guidelines shall be used in maintaining such equipment.

FIRE PREVENTION FOR DECORATIONS

For the prevention of fires in resident dwelling units, each resident will follow these guidelines when decorating their apartments, both during the year and at special holiday periods when decorations are used:

1. Flame proofing

- All draperies, tapestries and decorations should be flame proofed or fire-rated.
- Commercial laundries with fire department approval may fireproof the above items for use in the units.
- Residents shall seek other means of fireproofing materials to be used in the units from the local fire department. Art work should not be placed on walls near exit doors.
- Art work and/or teaching materials on wall should not exceed 20% of the wall area.

2. Christmas trees

- Christmas trees should be flame proofed according to fire department recommendations.
- Only non-combustible and flame-proofed decorations shall be used.
- All lighting sets shall be in good condition and UL approved.
- Trees shall be stored outside until needed.
- Trees shall be put in water when moved indoors.
- Trees shall be located away from exits, stairways, elevators and sources of heat.
- The condition of the tree and the water level shall be checked on a daily basis.
- If the tree becomes too dry, it shall be discarded.

FIRE PREVENTION - HOUSEKEEPING

Housekeeping is a key area in reducing the areas where fires can originate. Good housekeeping must be maintained at all times in the shops, offices, public facility areas and resident units. The following information will be adhered to by all concerned:

1. Hazardous Chemical Storage

- Flammable liquids must either be stored outside or, if indoors, inside of approved cabinets away from heat producing appliances and ignition sources.
- No flammables or combustibles shall be stored beneath stairways or near paths of egress to the exit doors.
- Rags that are soaked in oil or solvents shall be maintained inside an approved container with automatic closing lid. All flammable waste must be emptied into the proper containers outside of the building at the end of each day.

2. Material and Equipment Storage

- Lawnmowers and other gas operated equipment shall not be kept inside buildings where residents or the public are allowed.
- All materials must be stored, at least 18" below any sprinkler heads in storage rooms.
- Materials may not be stored in hallways that lead to the exits or in front of exit doors.

3. Smoking

- Smoking shall be restricted in areas where flammables or highly combustible materials are located.
- There shall be sufficient ash trays located where smoking is allowed.
- Trash containing cigarette butts shall be emptied outside the building after each activity or meeting.
- Residents shall assure themselves that all cigarette butts are no longer hot before emptying them into trash bins.

Safety

Fire Prevention-Housekeeping - page 2

4. Housekeeping Procedures

- Good housekeeping practices shall be enforced with the residents and all occupants of the PHA.
- Periodic inspection shall be made of all the facilities including those used by outside organizations but which belong to the PHA.
- Keys for all areas such as PHA storage rooms, shops, equipment garages etc., shall be readily available and kept in the area assigned for them.

FIRE PREVENTION - ELECTRICAL HAZARDS

Some of the major causes of electrical fires are overheated electrical equipment, short circuits, temporary wiring, insulation breakdown, improper installation, overloaded circuits, lightning and sparks. In an effort to eliminate those causes of fires that can be forestalled, the following guidelines must be adhered to by residents, employees, guests, and contractors on the PHA sites.

1. Electrical Faults.

- Wiring and equipment in each facility shall have periodic checks by a competent electrician to prevent electrical faults.
- Employees shall be required to report any electrical faults on any electrical machines or wiring that are observed.
- Residents shall be constantly reviewing their electrical wiring and their electrical appliances for faults.

2. Extension Cords.

- Shall be used only for short-term operations. They are no substitute for permanent and approved wiring.
- Extension cords shall not be run across aisle-ways or any other pathways where people or equipment is being moved.
- Make sure that extension cords, when utilized, are large enough for the current draw of equipment or appliances.
- Extension cords should be of the 3-wire type and grounded. They shall only be used with 3-wire grounded equipment.

3. Electrical Outlets.

- All electrical outlets shall be of the 3-slot type with grounded receptacles.
- If a 2-slot receptacle is utilized, it shall be equipped with an adaptor plug with grounding clip/wire attached to the cover plate screw.

Fire Prevention-Electrical Hazards - page 2

- Make sure that equipment is not pushed up against the wall, thus crushing and damaging the connections on a plug-in. Sometimes space blocks might be in order, especially when equipment is on rollers and can be easily pushed into the wall.
- The bridging of fuses or blocking of circuit breakers shall not be permitted.
- All fuses and breakers shall have the UL seal.
- Make certain that the replacement fuses are of the correct type and size.
- All fuses, switches, and breakers shall be labeled.

4. Electrical Panels.

- All electrical panels and disconnect boxes shall be properly labeled.
- The panel area shall be accessible with at least 3 feet of clearance.
- All panel boxes, switches, and outlets shall have cover plates or doors. Doors shall not be left open except when in use.

FIRE PREVENTION - HEATING SYSTEMS

A major cause of fires is a malfunction of the heating systems in units and buildings. To minimize the occurrence of this type of accidental fire, the following measures will be taken:

1. Defective Systems.

- Ongoing maintenance shall be conducted on chimneys, flues, and furnaces to assure they are not stopped up, etc., and prone to overheat. An annual check-up in the fall of each year shall be used to assure safe performance.
- Limit switches and automatic shut-offs shall be inspected, at least yearly, by competent inspectors.
- Appliances and wall or central heaters will also be inspected annually by a qualified inspector.

2. Fire Heating Systems.

- Maintenance shall utilize care when heating devices or systems are fired, especially at the beginning of each season.
- Only properly installed heating systems shall be used to heat units. It is improper to use the oven or stove burners for that purpose.

3. Auxiliary Heating Devices.

- Kerosene space heaters shall be prohibited with the PHA facilities and dwelling units.
- Care should always be taken to use space heaters carefully.
- Space heaters shall not be used where there is flammable liquids or combustible dust.
- Space heaters shall not be placed in high traffic areas where there is potential for damage.

FIRE PREVENTION - COMMERCIAL KITCHEN AREAS

Commercial kitchens on the development site are often the site of accidental fires. The following guidelines shall be observed at all times in the kitchen areas:

1. Appliances and Equipment.

- Removable hood filters must be inspected periodically and cleaned as needed.
- Range hoods and ducts shall be cleaned on a regular basis.
- All gas appliances shall be equipped with automatic gas shut-offs and manual shut-off valves.
- Shut-off valves shall be labeled and accessible for ready access. They shall be placed a safe distance from the appliance so they can be turned off safely during a fire.
- All gas appliances shall be on a preventative maintenance program and inspected periodically by qualified personnel.

SAFETY MAINTENANCE

A good preventative maintenance program is critical to accident prevention. While all of the maintenance employees have the prime responsibility to the maintenance of the grounds, buildings and dwelling units, residents must be schooled in reporting any and all unsafe conditions they observe on the premises. A good risk control program constantly seeks out any unsafe condition and corrects them prior to their contributing to an accident that could cause loss of lives, injury or property damage. The success of a good preventative maintenance program depends upon:

1. A good reporting system is a must. The system must be established to allow and encourage residents, employees, contractors and other public concerns to report unsafe conditions to the PHA.
2. The unsafe condition reporting system must assure that unsafe conditions are quickly reported to the maintenance department, Development Safety Representative and Risk Control Coordinator.
3. The reporting system must be documented from the time the unsafe condition was reported to the time the condition is corrected or repaired.
4. All unsafe conditions reported, on the safety inspections or other methods, must be repaired promptly. If repairs cannot be made promptly, the area shall be protected until corrections can be made. Documentation of all repairs must be made and maintained.
5. The maintenance department shall produce a schedule of all fire equipment, such as unit heaters, water heaters, etc., and other equipment subject to fires due to faulty condition or unsafe conditions, and assure they are inspected in a timely manner, with the inspections documented and recorded.
6. Maintenance work on elevators, or other complicated equipment should only be performed by qualified personnel.
7. Contractors shall be monitored by qualified maintenance personnel to assure that they are not creating hazards while performing work on the site.
8. A person from the maintenance department should accompany the inspector on any inspection of facilities on the premises.
9. Maintenance crews must be trained to do their jobs safely and monitored to assure they do not create any unsafe conditions for the residents and public within the confines of the PHA.

PREMISES INSPECTIONS

Grass and weeds are fire hazards and must be kept mowed low especially in the fall and winter. Grass and weeds should especially be cut low when they are around buildings with combustible or wood outer surfaces and air conditioners.

Extreme care must be taken when using lawn mowers. A primary concern is protecting the residents and visitors, therefore, employees mowing shall consider the following conditions:

1. They should make sure children, residents and other visitors are kept well away from lawn mowing operations.
2. Prior to mowing, all debris, such as glass, cans, rocks, or other objects which might be thrown by the mower are picked up.
3. Lawn mowers must not be left running while the operators are not cutting grass. To pick up debris, turn off the mower.
4. Refueling of the mower should only occur when the mower is turned off and not hot enough to cause a fire.
5. Smoking is never permitted while refueling a mower or other machine.

SLIP AND FALL PREVENTION

Many of the accidents which cause the most costly bodily harm both in terms of pain and suffering and in dollar costs to the Housing Authorities could be prevented with the proper care and a concerted effort exerted by all concerned. Both PHA personnel and residents must be aware of unsafe conditions and report them to the proper personnel. In the resident orientation session and in employee continuing training programs, everyone must be impressed with the need to report all unsafe conditions that might cause an accident. All need to be aware of the following:

1. Note areas of the premises that do not have adequate light at night and report same.
2. Make certain that all outside walk surfaces are level and free of any obstacles that could cause a fall.
3. Be certain that clotheslines are placed out of the traffic pattern where someone might be hurt by walking into a line.
4. Make certain that no obstructions are erected by residents who might create a garden or flower bed too close to walkways.
5. Be especially aware of holes, depressions or other uneven area throughout the developments. Make certain these receive prompt attention and correction.
6. Always be looking for open pits, trenches, dislodged gratings and open manholes, which may cause injury.
7. Allow no inoperative vehicles to be resting on jacks or other supports in parking bays, they attract children as places to play.

STRUCTURES

A thorough inspection of all outside structures will be conducted at least annually, and recorded as having been completed by the maintenance department. This inspection will concentrate on finding and correcting any building component that is not in a sound condition. Some of the areas that should be concentrated on or listed here:

1. Any part of the building that has become worn, loose, rotten, and could pose a problem to a passerby, either by falling on someone, or being blown loose in a windstorm.
2. Look for loose roof tiles, of shingles, loose parts such as vent caps, gable vents, T.V. antenna parts, soffit or fascia parts that have come loose.
3. Check the height and condition of electrical house drops, either owned by PHA or by the electrical company supplying power.
4. Check components of the exterior wall, such as bricks, window and door screens, decorative trim such as shutters, window air conditioners, to assure all are in good sound condition, properly fastened to the structure.
5. Check gas line and water line entrances to buildings that might have become old or worn and could leak or break, or might have been hit or damaged accidentally by the resident.
6. Check steps, walks, or porches for broken or uneven concrete surfaces that could cause tripping or a fall.
7. Check all exterior storage buildings for soundness and good physical condition.
8. Again check the condition of the yard to see that there are no holes or depressions that could cause a fall or someone to twist an ankle or worse.
9. While making these inspections, question any resident about any unsafe condition they may know about but haven't reported, either inside their unit or anywhere on the premises.

PLAYGROUND SAFETY

Playgrounds provided on the premises will be inspected at least annually and the inspections recorded. Any corrective action required will be reported and the corrective action taken will be documented.

A list of things to look for follows:

1. Is the equipment stable?

Playground equipment should be firmly anchored. All anchoring devices, such as horizontal bars or concrete footings should be located below ground level to eliminate tripping hazards.

2. Is there a bar or panel at the top of the slide?

A child needs something to hold onto as he/she reaches the top, sits down and prepares for descent.

3. Is the slide too steep?

The slide incline should be 30 degrees or less to ensure a safe sliding speed.

4. Is the platform at the top safe?

There should be no gaps between the platform and the top of the sliding surface. The platform should be at least as wide as the slide, with length at least 22 inches.

5. Is the slide exit adequate for children?

Slides over 4 feet high should have an exit 8 to 15 inches off the ground. Slides up to 4 feet high should have an exit not more than 11 inches off the ground.

6. Are the swings hung properly?

Hangers at the top of the swing should be placed slightly wider than the swing seat, to limit side-to-side motion. Unidirectional swings (e.g., traditional swings) should be located at least 30 inches from the support structure and at least 2 feet apart. No more than two swings should be hung in one bay.

Playground Safety - page 2

7. Are the swing seats safe?

Swing seats should be made of lightweight, impact-absorbing materials, such as rubber or plastic, and not be large enough to hold more than one child at a time. Tot (bucket-type) swing seats should support the child on all sides.

8. Are stairs and steps spaced properly?

All steps and stairs should be spaced evenly. To prevent entrapment, the space between open step and stairway treads used by preschoolers must be more than 9 inches or less than 3.5 inches; for older children, more than 12 inches or less than 3.5 inches.

9. Are overhead rings spaced properly?

The distance between adjacent rungs of horizontal overhead ladders should be greater than 9 inches so that a child's head cannot become trapped. Rung to rung distance should not be more than 15 inches. The diameter of the overhead rungs should measure 1 to 1.55 inches.

10. Can the children grasp the handrails easily?

Handrails and climbing bars should measure 1 to 1.67 inches in diameter.

11. Should playground equipment have guard-rails?

Any elevated platform should have guardrails if it is within a certain height range. For preschoolers, guard-rails should be installed on platforms more than 20 inches and less than or equal to 30 inches high. For school-age children, guardrails should be installed on platforms more than 30 inches and less than or equal to 48 inches high.

INSPECTION PROGRAM

The purpose of a safety inspection program is to seek out unsafe conditions and events and fix the problems and/or relay the information to the proper personnel so that the problems may be taken care of in a timely fashion. The inspection program should be periodic and the individuals doing the inspections must cast a critical eye at all elements of the physical environment and activities of the individuals who live on the premises.

Outside Inspections

The PHA will cause to be conducted, inspections by outside concerns such as fire department, city inspectors, or by outside firms who specialize in safety and are therefore more critical, bringing a different slant to an inspection than one conducted by a maintenance man who is primarily concerned with the fact that the system or building is in good repair. Although most outside concerns usually inspect only such safety equipment as fire extinguishers or smoke detectors, they can be hired to inspect all safety concerns on the site(s).

Regardless of the type of inspection made by outside concerns, the PHA will take advantage of the expertise brought to the inspection and consider all findings carefully. Any unsafe conditions brought to the surface by the inspection will receive the proper corrective action in a timely manner.

In-house Inspections

On the following pages, are several different types of inspection sheets to be used by in-house inspection teams. These have been adjusted to follow the needs of this PHA. Whenever possible, a maintenance man, someone from PHA management and a resident will make the required inspection, giving a better view, a different slant, to the inspection. If possible, cross inspections will be performed, with the maintenance man from some other area of the development inspecting an area not so familiar to him. With that approach, perhaps the inspectors will find all unsafe conditions that need action.

The frequency of the inspections will vary, but at least annually all units, buildings, facilities, and systems will be thoroughly inspected for any unsafe conditions. These inspections will be logged, and the corrective action required and taken will be noted and filed.

MONTHLY FIRE & LIABILITY HAZARD INSPECTION
HIGH RISE/COMMON ENTRANCE LOCATIONS

Location _____ Date _____

Inspector _____ Time _____

Instruction: Review each of the following areas and note deficiencies and their locations. If other deficiencies are found, or there is not enough room on the form, attach a sheet of paper with the additional information. Also, check the "Yes" if OK and "N/A" if not applicable.

EXTERIOR

YES N/A

 Sidewalks - No holes, cracks, uneven areas; clear of snow & ice; salted/sanded to reduce slipperiness during snowfall.

 Trees - Trimmed back and above eye level; dead limbs/ branches removed; roots well below ground, not lifting sidewalks.

 Grass & Weeds - Grass & weeds are cut low, especially next to air conditioners, etc. and combustible buildings.

 Grounds - Trash removed/cleaned up; no broken glass; no holes, protrusions, wires or other hazards which could cause tripping.

Monthly Inspection-High-Rise/Common Entrance - page 2

YES . N/A

[] [] Municipal Lighting Operating

[] [] Utility/Light Poles - Not leaning; supports covered (no sharp edges or points).

[] [] Signs - Not bent; properly oriented.

[] [] Hydrants - Not hidden by brush or other obstructions, curb demarcated in yellow.

[] [] Driveways - Driveways are in good condition with no holes and are not blocked by parked automobiles or other items.

[] [] Doors - Glass type well marked; secure to prevent unauthorized access; illuminated for easy access.

Monthly Inspection-High-Rise/Common Entrance - page 3

INTERIOR

YES N/A

 Sprinkler System - heads unobstructed; valves chained open; valves accessible to fire department; fire dept. hookups covered.

 Alarms/Bells - Distinct from other building sounds; audible to residents.

 Pull Boxes - Available, visible; functional.

 Smoke Detectors - Tested with smoke; functional.

 Emergency Instructions Posted

 Evacuation Maps Posted

 Fire Doors/Emergency Exit Doors - self-closing; unobstructed; kept closed; unlocked; equipped with panic hardware (if necessary); identified by illuminated signs (if exits); illumination working.

Monthly Inspection-High-Rise/Common Entrance - page 4

YES N/A

 Fire Extinguishers - Proper type available; unobstructed; fully charged; annual servicing by outside firm; current servicing up-to-date; hung or mounted.

 Emergency Lighting - Functioning (battery charged); illuminates hallway/walking area; adequate for area.

 Emergency Generators - Weekly operation, records of operations, inspections, maintenance.

 Stairwells - Clean and unobstructed, no storage; well illuminated; equipped with slip resistant surfaces.

 Handrails (on stairs, in stairwells) - Available; secure; proper height (30-34" from floor surface).

 Floors - Carpeted, free of holes or bunching; secure; flat; not curling up.

Monthly Inspection-High-Rise/Common Entrance - page 5

YES N/A

[] [] Walls - Limited use of hanging combustibles (paper, rugs, other hangings); draperies, or curtains fire-rated or flame proofed.

[] [] Hallways - Well illuminated; no storage.

[] [] Furniture - In good repair (stable, secure) ; free of sharp edges or protrusions.

[] [] Trash Chute Openings - Equipped with self-closing door; door close functional; not propped open; door self-latches; located in trash room; room equipped with self-closing, B-rated fire door; door kept closed; chute terminal room door kept closed.

[] [] Elevators - Well-lit; inspection certificates current; sign posted indicating non-use in case of fire; elevator emergency instructions posted; car stopping flush with floors.

[] [] First Aid Kit - Available; accessible; supplies stocked; supplies distributed only by qualified staff, Red Cross certified person or by other staff with list prepared by the PHA's physician.

Monthly Inspection-High-Rise/Common Entrance - page 6

YES N/A

 Electrical - Electrical panels labeled and closed; electrical cords to lamps and other electrical machinery in good repair; electrical outlets and switches in good repair.

 Kitchens - Stove and fire-hood clean of grease; all fire protection equipment in place; all gas appliances equipped with automatic and manual shut-off valves; vapor proof lights are used over ovens and stoves; preventions taken to keep foreign objects out of food.

 Banquet and Meeting Rooms - Marked for occupancy; no smoking signs in place; exits are marked and unlocked; egress to exit clear.

 Hazardous Materials - Flammable materials are stored in approved cabinets; all other hazardous materials are properly locked away from residents and visitors.

MONTHLY FIRE & LIABILITY HAZARD INSPECTION
LOW RISE/PRIVATE ENTRY LOCATIONS

Location _____ Date _____

Inspector _____ Time _____

Instruction: Review each of the following areas and note deficiencies and their locations. If other deficiencies are found, or there is not enough room on the form, attach a sheet of paper with the additional information. Also, check the "Yes" if OK and "N/A" if not applicable.

EXTERIOR

YES N/A

 Sidewalks - No holes, cracks, uneven areas; clear of snow & ice; salted/sanded to reduce slipperiness during snowfall.

 Trees - Trimmed back and above eye level; dead limbs/ branches removed; roots well below ground, not lifting sidewalks.

 Grass & Weeds - Grass & weeds are cut low, especially next to air conditioners, etc. and combustible buildings.

 Grounds - Trash removed/cleaned up; no broken glass; no holes, protrusions, wires or other hazards which could cause tripping.

Monthly Inspection-High-Rise/Private Entry - page 2

YES N/A

 Municipal Lighting Operating

 Utility/Light Poles - Not leaning; supports covered (no sharp edges or points).

 Signs - Not bent; properly oriented.

 Hydrants - Not hidden by brush or other obstructions, curb demarcated in yellow.

 Driveways - Driveways are in good condition with no holes and are not blocked by parked automobiles or other items.

 Doors - Glass type well marked; secure to prevent unauthorized access; illuminated for easy access.

Monthly Inspection-High-Rise/Private Entry - page 3

INTERIOR

YES N/A

[] [] Sprinkler System - heads unobstructed; valves chained open; valves accessible to fire department; fire dept. hookups covered.

[] [] Alarms/Bells - Distinct from other building sounds; audible to residents.

[] [] Smoke Detectors - Tested with smoke; functional.

[] [] Emergency & Evacuation Instructions Posted - If applicable.

[] [] Fire Extinguishers - Proper type available; unobstructed; fully charged; annual servicing by outside firm; current servicing up-to-date; hung or mounted.

[] [] Stairwells - Clean and unobstructed, no storage; well illuminated; equipped with slip resistant surfaces.

Monthly Inspection-High-Rise/Private Entry - page 4

YES N/A

[] [] Handrails (on stairs, in stairwells) - Available; secure; proper height (30-34" from floor surface).

[] [] Floors - Carpeted, free of holes or bunching; secure; flat; not curling up.

[] [] Walls - Limited use of hanging combustibles (paper, rugs, other hangings); draperies, or curtains fire-rated or flame proofed.

[] [] Hallways - Well illuminated; no storage.

[] [] First Aid Kit - Available; accessible; supplies stocked; supplies distributed only by qualified staff, Red Cross certified person or by other staff with list prepared by the PHA's physician.

[] [] Hazardous Materials - Flammable materials are stored in approved cabinets; all other hazardous materials are properly locked away from residents and visitors.

QUARTERLY LIABILITY HAZARD INSPECTION
FAMILY UNIT FIRE & LIABILITY

Location _____ Date _____

Inspector _____ Time _____

Instruction: Review each of the following areas and note deficiencies and their locations. If other deficiencies are found, or there is not enough room on the form, attach a sheet of paper with the additional information. Also, check the "Yes" if OK and "N/A" if not applicable.

YES N/A

 Floors - Carpeted, free of holes or bunching; secure; flat; not curling up.

 Hazardous Materials - There are no flammable or hazardous materials stored.

 Housekeeping - The rooms are clean and orderly with no excess trash and debris.

 Smoke Detectors - The smoke detectors are in place and operable.

 Fire Extinguisher - The fire extinguisher is properly hung and in good operating condition.

Quarterly Inspection-Family Unit Fire & Liability - page 2

YES N/A

 Bathroom - The bathtubs are equipped with non-slip material on the floor surface.

 Electrical wiring - Electrical wiring to appliances is not frayed or damaged.

 Electrical Cords - Extension cords are not being used on a permanent basis.

 Electrical Outlets & Switches - Outlets and switches are properly covered and in good condition.

 Stairwells - Clean and unobstructed; no storage; well illuminated; no tripping hazards.

 Handrails (on stairs, in stairwells) - Available; secure; proper height (30-34" from floor surface).

Quarterly Inspection-Family Unit Fire & Liability - page 3

YES N/A

 Stoves/Ovens & Exhaust Hoods - Clear of grease.

 Hot Water Closet - Not used for storage of any combustible materials or flammable liquids.

 Smoking - No evidence of smoking while in bed.

 Windows - Windows are in good operating condition and not broken.

MONTHLY FIRE & LIABILITY HAZARD INSPECTION
NON-RESIDENT FACILITIES (GENERAL)

Location _____ Date _____

Inspector _____ Time _____

Instruction: Review each of the following areas and note deficiencies and their locations. If other deficiencies are found, or there is not enough room on the form, attach a sheet of paper with the additional information. Also, check the "Yes" if OK and "N/A" if not applicable.

EXTERIOR

YES N/A

[] [] Sidewalks - No holes, cracks, uneven areas; clear of snow & ice; salted/sanded to reduce slipperiness during snowfall.

[] [] Trees - Trimmed back and above eye level; dead limbs/ branches removed; roots well below ground, not lifting sidewalks.

[] [] Grass & Weeds - Grass & weeds are cut low, especially next to air conditioners, etc. and combustible buildings.

[] [] Grounds - Trash removed/cleaned up; no broken glass; no holes, protrusions, wires or other hazards which could cause tripping.

Monthly Inspection-Non-Resident Facilities (General) - page 2

YES N/A

 Municipal Lighting Operating

 Utility/Light Poles - Not leaning; supports covered (no sharp edges or points).

 Signs - Not bent; properly oriented.

 Hydrants - Not hidden by brush or other obstructions, curb demarcated in yellow.

 Driveways - Driveways are in good condition with no holes and are not blocked by parked automobiles or other items.

 Doors - Glass type well marked; secure to prevent unauthorized access; illuminated for easy access.

Monthly Inspection-Non-Resident Facilities (General) - page 3

INTERIOR

YES N/A

 Sprinkler System - heads unobstructed; valves chained open; valves accessible to fire department; fire dept. hookups covered.

 Alarms/Bells - Distinct from other building sounds; audible to residents.

 Pull Boxes - Available, visible; functional.

 Smoke Detectors - Tested with smoke; functional.

 Emergency Instructions Posted

 Evacuation Maps Posted

 Fire Doors/Emergency Exit Doors - self-closing; unobstructed; kept closed; unlocked; equipped with panic hardware (if necessary); identified by illuminated signs (if exits); illumination working.

Monthly Inspection-Non-Resident Facilities (General) - page 4

YES N/A

 Fire Extinguishers - Proper type available; unobstructed; fully charged; annual servicing by outside firm; current servicing up-to-date; hung or mounted.

 Emergency Lighting - Functioning (battery charged); illuminates hallway/walking area; adequate for area.

 Emergency Generators - Weekly operation, records of operations, inspections, maintenance.

 Stairwells - Clean and unobstructed, no storage; well illuminated; equipped with slip resistant surfaces.

 Handrails (on stairs, in stairwells) - Available; secure; proper height (30-34" from floor surface).

 Floors - Carpeted, free of holes or bunching; secure; flat; not curling up.

Monthly Inspection-Non-Resident Facilities (General) - page 5

YES N/A

 Walls - Limited use of hanging combustibles (paper, rugs, other hangings); draperies, or curtains fire-rated or flame proofed.

 Hallways - Well illuminated; no storage.

 Furniture - In good repair (stable, secure) ; free of sharp edges or protrusions.

 Trash Chute Openings - Equipped with self-closing door; door close functional; not propped open; door self-latches; located in trash room; room equipped with self-closing, B-rated fire door; door kept closed; chute terminal room door kept closed.

 Elevators - Well-lit; inspection certificates current; sign posted indicating non-use in case of fire; elevator emergency instructions posted; car stopping flush with floors.

 First Aid Kit - Available; accessible; supplies stocked; supplies distributed only by qualified staff, Red Cross certified person or by other staff with list prepared by the PHA's physician.

Monthly Inspection-Non-Resident Facilities (General) - page 6

YES N/A

 Electrical - Electrical panels labeled and closed; electrical cords to lamps and other electrical machinery in good repair; electrical outlets and switches in good repair.

 Kitchens - Stove and fire-hood clean of grease; all fire protection equipment in place; all gas appliances equipped with automatic and manual shut-off valves; vapor proof lights are used over ovens and stoves; preventions taken to keep foreign objects out of food.

 Banquet and Meeting Rooms - Marked for occupancy; no smoking signs in place; exits are marked and unlocked; egress to exit clear.

 Hazardous Materials - Flammable materials are stored in approved cabinets; all other hazardous materials are properly locked away from residents and visitors.

MONTHLY SAFETY INSPECTION
PLAYGROUND

Location _____ Date _____

Inspector _____ Time _____

Instruction: Review each of the following areas and note deficiencies and their locations. If other deficiencies are found, or there is not enough room on the form, attach a sheet of paper with the additional information. Also, check the "Yes" if OK and "N/A" if not applicable.

YES N/A
 All bolts, nuts and clamps are tight.

 All hangers, hooks, frames, connections and suspensions are in good condition.

 There are no unprotected protruding bolts, screws or sharp objects.

 There are no rusted or worn parts.

 The ground surface is level and smooth; free of holes and tripping hazards.

 The grounds are free of broken glass and debris.

ACCIDENT INVESTIGATION

The primary purpose of conducting accident investigations is to prevent reoccurrence of that same type of accident. Accident investigations also provide information needed to:

1. Determine legal liability
2. Provide good safety data
3. Promote interest in safety
4. Determine preventability and/or disciplinary action to be taken
5. Provide information the insurance company needs to process the claim
6. Be kept on permanent records

In essence, accident investigation information is vital to the success of a risk control program. This information can help guide the accident prevention training program, help improve the safety environment and limit the liability on claims.

ACCIDENT INVESTIGATION PROCESS

This PHA will set up a process to investigate each accident as it is reported. The report forms used at this PHA will always be completely filled out, signed by the investigating party, and will be on permanent file at the main office.

The accident investigations will be done by the Safety Coordinator over the area in which the accident occurred, and if available, his/her assistant. Any other appropriate personnel may accompany the investigator when applicable. The reasons for having the Safety Coordinator investigate the accident are as follows:

1. They are usually the management nearest the scene.
2. They are better known by workers and residents in that area.
3. They better understand the environment and conditions in that area.
4. They can use the experience gained in future safety training exercises.

The prime purpose for the investigation of an accident is not to find out who's fault it is, but to find out all of the facts concerning the accident. If the cause of the accident can be determined, then it can be prevented from reoccurring. If blame is to be established, it can be done at a later date, provided all of the pertinent facts were discovered and recorded before any corrective action is taken. Correct investigation methods will be the topic of safety meetings from time to time so that all employees will know what to look for and how to question witnesses to the accident.

GENERAL LIABILITY ACCIDENT REPORT FORM

Name of PHA _____

Location _____

Phone Number _____

Name of Injured Party _____

Social Security # _____ Phone # _____

Address _____

Medical Information: This should include a visual description of the injury, what First Aid was administered and by whom, who moved the patient, and to where, etc., giving any and all information about the patient that is available. _____

Property Damages: Specific description of the property damaged and what the damages were. _____

Investigation Information: Use this space to record, the name of the employee investigating the accident, date accident reported specific time and date of the accident, specific location, a detailed description of the accident and all of the information available, such as base cause, contributing factors, recommendations as to how it can be prevented in the future, and any other available information from other people who observed the accident. _____

ACCIDENT ANALYSIS AND RECORDS

The intent of the accident analysis is to prevent reoccurrence of accidents that cause loss of life, and/or property damage. After the initial investigation into the accident, giving those concerned the facts, an analysis of the accident can determine what caused the accident and seek to determine what actions need to be taken to avoid a reoccurrence.

The investigator of the accident should be contacted for his/her input, especially since they were usually the first of management to view the accident scene and to talk to actual eyewitnesses to the accident. This is the proper time to determine what actions were taken or not taken by the responsible party, provided there is one who did something wrong or didn't take some action that should have been taken.

The form on the following page may prove useful in ascertaining the facts surrounding an accident. It can also be used as the principal reporting and recording document required by management to keep records of all accidents on the premises. The recording of accidents and their causes can be an important tool in classes designed to prevent future accidents.

The usual person responsible for accident analysis would be the Risk Control Manager, but the Executive Director may appoint any responsible member of the management staff.

ACCIDENT ANALYSIS REPORT FORM

Name of PHA _____

Location of fire or accident _____

Injured Party's Information _____

Social Security # _____ Phone # _____

Address _____

Medical Information _____

Property Damage _____

Investigation Information _____

SECURITY

Purpose

The primary purpose of security is to protect human life and the facilities and assets of the PHA.

Security Review

Prior to setting up a security program, it must be determined what your security needs are. The following areas should be reviewed:

1. Type of perimeter access
 - Open.
 - Partially closed.
 - Completely closed and entry controlled.
2. Type of buildings
 - Single entry, high-rise.
 - Private entry, low-rise.
 - Individual complexes.
3. Age Category of Residents
 - Over 65 plus handicapped.
 - Under 65.
4. Police station location
 - Within 2 minutes.
 - Over 5 minutes.
 - Over 10 minutes.
5. Fire station location
 - Within 2 minutes.
 - Over 5 minutes.
 - Over 10 minutes.
6. Past Experience
 - Low frequency of violence.
 - High frequency of violence,

Security - page 2

In developing your security plan, understanding that the goal is to provide a safe, secure environment for the residents is mandatory. What you need to accomplish that goal is probably not too different than what is needed by most other authorities in your area, but there probably are some unique features that only you need. A thorough review is a must.

Once you have developed your needs, then determine how to satisfy those needs. A review may indicate, for example, that you need more personnel to guard against intrusion by outsiders. You may be able to meet that need with barriers and/or off-duty police who live on the development.

SAFETY INFORMATION RESOURCES

MISSISSIPPI

Safety Council of Biloxi

RISK CONTROL EVALUATION PROCESS

At least once annually, an overall evaluation of this Housing Authority's risk control program will be conducted. The basis for this evaluation will be the sixteen (16) evaluation areas targeted by the insurance carrier in its Housing Authority Risk Control Manual.

The purpose of our self-evaluations to determine if the steps being taken to reduce the accidents and loss of life or damage to property at the PHA, have been successful or are the accidents increasing, with a resultant higher cost of procuring insurance coverage. A careful study of accidents, their causes, and the remedial actions taken to prevent reoccurrences, should indicate either success or failure of our intent.

We will adjust our ongoing education and training of both residents and employees to meet the needs pinpointed in this evaluation. If remedial action requires a change in employee or method of training, we will make that change. If the resident is the problem, we will seek to educate the resident in the proper way to care for property or human life on the development, and if we fail to correct the problem, we will remove the resident.

We believe that education of residents and employees is of the utmost importance in preventing accidents.

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SAFETY AND CRIME PREVENTION

(i) BHA is tasked with providing security for (8) separate housing areas. (2) of those areas are designated for senior citizen living which require a different security strategy from a traditional family and single living area.

In regards to our senior living sites, BHA has a need to track and inform our residents of crime trends and financial scams that specifically target seniors. BHA security must maintain a current awareness of the local threats which may affect our residents. Because seniors require special needs in the event of a Hurricane or natural disaster, special emphasis must be taken by BHA to ensure our seniors are ready for a possible evacuation.

In regards to our traditional housing sites, criminal activity to include narcotics, gang related as well as other crimes must be carefully monitored by BHA. Because some of our sites are in areas of high criminal behavior, BHA has an added responsibility to help ensure that crime in the local area does not spill over into our sites. Additionally, BHA must assist residents in obtaining information in regards to hurricane preparation and evacuation procedures.

(ii) BHA is very active with it's residents in crime prevention activities. BHA Security attends all resident council meetings to inform residents of current crime trends and threats and obtains information from residents on any concerns they have. Security patrols are conducted on a regular basis at varied times. BHA actively enforces the "One Strike" Policy and initiates eviction proceedings on all offenders. BHA maintains a Barred List to help ensure that individuals that pose a risk to our sites and residents do not enter our properties. Barred individual found on our property are immediately arrested by the local police for trespassing.

(jii) BHA has an excellent working relationship with the Biloxi Police Department (BPD). BHA Security and BPD attend joint training classes together and openly share information with each other. BPD routinely provides both uniform and undercover officers to assist BHA in operations designed to both prevent crime and well as enforcing laws on our properties. BPD routinely assigns officers to conduct patrols through our sites and to report any suspicious activities to BHA. Coordination has been made through BPD to have their dispatch office contact BHA Security on all calls for service to our sites. Additionally, BHA has employed as a part-time contractor, a records clerk from BPD to conduct our background investigations as well as to provide copies of all police reports relevant to our properties to BHA Security. BHA Security also on occasion, has representatives from BPD as well as the Biloxi Fire Department attend resident council meetings as well as special training sessions to provide information and fire prevention training to our residents.

7. COMMUNITY SERVICE AND SELF-SUFFICIENCY

A description of:

(1) Any programs relating to services and amenities provided or offered to assisted families:

- A. The PHA and the Welfare (TANF) Agency has not entered into a cooperative agreement to share information and/or target supportive services. However, coordination efforts between the PHA and TANF agency do exist in reference to: Client referrals, information sharing regarding mutual clients (for rent determinations and otherwise), coordination of the provision of specific social and self-sufficiency services and programs to eligible families.
- B. Services and programs offered to residents and participants are as follows:
HOPE VI Community Supportive Services offers an array of services to residents such as Case Managements, Referrals to important agencies to assist with needs such as education, financial, medical, and mental health, prescriptions and etc.,
Public Housing FSS Programs and the Section 8 FSS Program is a HUD program that encourages communities to develop local strategies to help assisted families obtain employment that will lead to economic and self-sufficiency. Through a partnership with local businesses, schools, and welfare agencies, participating families can complete a comprehensive program that develops life-skills and provides better opportunities for higher paying jobs/employment.

Economic and self-sufficiency programs/relating to services

SERVICES AND PROGRAMS				
Program Name & Description (including location if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/ other)	Access (development office/ PHA main office/ other provider name)	Eligibility (public Housing or Section 8 participants or both)
Section 8 HCV FSS Program	25	FSS Waiting list	Assisted Housing Office	Section 8 HCV
Public Housing FSS Program	50	FSS Waiting List	Assisted Housing Office	Public Housing
Bethel Free Clinic	50 per month	Specific Criteria	Computer Learning Ctr	Public Housing
Coastal Family Health Center	100	Specific Criteria	Coastal Family Health Center	Public Housing And Section 8
GCCAA		Specific Criteria	GCCAA Office Building	Public Housing and Section 8
CFHC Mobile Medical Clinic		Specific Criteria	Computer Learning Ctr	Public Housing

Letters of interest in the program are mailed to all existing residents of Public Housing and Section 8 and an FSS waiting List is created (they are not chosen from the housing waiting list). The slots are filled when they become available for the FSS waiting List for both programs.

Family Self- Sufficiency FSS Program		
Program	Required Number of Participants (start of FY 2008 Estimate)	Actual Number of Participants (As of 6-1-2008)
Public Housing	50	50
Section 8	25	24

- (2) Any policies or program of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS:
 - A. Self-Sufficiency Policies are as follows:
 1. Public Housing Rent Determination Policies
 2. Public Housing Admissions Policies
 3. Section 8 Admissions Policies
 4. Public Housing FSS Action Plan
 5. Section 8 HCV FSS Action Plan
 6. HOPE VI Community Supportive Services
 7. Community Service Requirement Policy
 - C. Economic and Social Self-Sufficiency Programs:
 Entitled Services and Programs and Families Self-Sufficiency Program/s.
- (3) How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements.

GRIEVANCE PROCEDURES

A. Purpose and Scope

The purpose of these Grievance Procedures is to assure that the Biloxi Housing Authority (hereinafter referred to as PHA) residents are afforded an opportunity for a hearing, if the resident disputes within a reasonable time, any PHA action or failure to act, involving the resident's lease, or PHA regulations which adversely affect the individual resident's right's, duties, welfare or status.

Additional areas covered by these procedures include the Community Service requirements applicable to family members residing in developments which have been approved under the HOPE VI program, minimum rent hardship exemptions, and income changes resulting from welfare program requirements. Escrow deposits are not required for grievances related to minimum rent hardships and welfare reductions. These procedures also cover grievances related to improper disclosure or inappropriate use of information obtained by the PHA through criminal records, sex offender registration records and drug abuse treatment facility records.

These procedures, by reference, are incorporated into and become a part of the PHA's dwelling lease.

B. Governing Law

The law governing this grievance procedure is Section 6 (K) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437 d (K) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50-966.57).

C. Definitions

The following definitions of terms shall be applicable to this grievance procedure:

1. Grievance: Any dispute which a resident may have with respect to an action or a failure to act by the PHA in accordance with the individual resident's lease or PHA regulations, which adversely affects the individual resident's rights, duties, welfare or status.
2. CFR: The code of Federal regulations, which contains the federal regulations governing this grievance procedure.

3. Complainant: Any resident (as defined in this section below) whose grievance is presented to the PHA in accordance with the requirements set forth in this procedure.
4. Drug-related criminal activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
5. "Authority": The Biloxi Housing Authority, a body corporate organized and existing under the laws of the State of Mississippi.
6. Elements of due process: The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - a. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - b. Right of the resident to be represented by counsel;
 - c. Opportunity for the resident to refute the evidence presented by the PHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - d. A decision on the merits.
7. Hearing Officer: An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
8. Hearing panel: A three-member panel composed of impartial persons, selected in accordance with 24 CFR sec. 966.55 and these procedures to hear grievances and render decisions with respect thereto.
9. HUD: The United States Department of Housing and Urban Development.
10. Notice: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
11. The "Regulations": The HUD regulations contained in subpart B of 24 CFR sec. 966.
12. Resident organization: An organization of residents, which includes any resident management corporation.

13. Resident: The adult person (or persons) other than a live-in aid:
 - a. Who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such persons reside in the unit;
 - b. The person who resides in the unit, and who is the remaining head of the household of the resident family residing in the dwelling unit.
14. Business Days: Monday through Friday of each week, except for legal holidays recognized by the federal government and/or local city government.

D. Incorporation in Leases

This grievance procedure shall be incorporated by reference in all leases between residents and the PHA, whether or not so specifically provided for in such leases.

E. Exceptions

These procedures are applicable to all individual grievances, as defined in the PHA's Definitions section of these policies, between the resident and the PHA with the following exceptions:

1. The procedures are not applicable to disputes between residents not involving the PHA, or to class grievances. The procedures are not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the Board of Commissioners; and
2. HUD has issued a due process determination that the law of the State of Mississippi requires that the resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the PHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - a. Any activity, not just criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of PHA; or
 - b. Any drug-related criminal activity on or off such premises;
 - c. Any criminal activity which is cause for eviction even in the absence of conviction or arrest;
 - d. Alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

However, improper use of or disclosure of information obtained by the PHA through criminal records, sex offender registration records and drug abuse treatment facility records, may be the subject of a grievance by a tenant of the PHA.

F. Processing Grievances

The primary objective of this process is to settle grievances at the lowest level and as quickly as possible, and minimize impact upon the PHA's operation. Except as stated in paragraphs A. and B., above, the PHA's procedures shall afford each resident an opportunity for a hearing on a grievance, in accordance with the requirements, standards, and criteria contained in these procedures, with such modifications as are required by State law. The process for handling grievances is outlined below.

1. Informal Settlement of Grievance

- a. Grievances shall be personally presented, either orally or in writing, to the PHA's central office, or to the office of the development in which the complainant resides, so that the grievance may be discussed informally and settled without a hearing, if possible. This notice should be given within thirty (30) business days after the occurrence giving rise to the grievance.
- b. A summary of such discussion shall be prepared within five (5) business days. One copy shall be given to the resident and one shall be retained in the PHA's resident file.
- c. The summary shall specify the names of the participants, dates of the meetings, nature of the complaint, the proposed disposition of the complaint, and the specific reasons therefore, and the procedures by which a hearing may be obtained if the resident is not satisfied.
- d. The PHA shall specifically include notice to the resident of the following:
 - (1) the time limit to request a formal grievance hearing;
 - (2) that the grievance can be heard by a hearing officer or a hearing panel, and what the procedure is for selecting the officer or panel;
 - (3) what specifically must be included in the complainant's written request for a grievance, as provided in paragraph 1.b of the PHA's Procedures to Obtain a Hearing;
 - (4) that if the complainant fails to request a hearing within the required time period (5 business days) after receiving the summary, the PHA's decision rendered at the informal conference becomes final. However, the complainant does not waive the right to contest the PHA's action in an appropriate judicial proceeding;
 - (5) that the resident has a right to be represented by counsel or other representative at a formal grievance hearing; and
 - (6) that the resident requesting a hearing has a right to examine any PHA documents relevant to the hearing, including records and regulations. The resident shall be allowed to obtain a copy from the PHA of any such documentation at the

resident's expense, as stated in the "Charges in Addition to Rent" schedule.

2. Procedures to Obtain a Hearing

a. Request for a Hearing

- (1) The resident shall submit a written request for a hearing to the PHA, or to the development office, within five (5) business days after receipt of the written summary of the informal discussion.
- (2) The written request shall specify:
 - the reasons for the grievance;
 - the action or relief sought;
 - the complainant's statement setting forth the times at which the complainant will be available for a hearing during the next ten (10) business days;
 - complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel.
- (3) If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the PHA's decision rendered at the informal conference becomes final and the PHA is not thereafter obligated to offer the complainant a formal hearing. Failure to request a hearing shall not constitute a waiver by the resident of his/her right thereafter to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

b. **Selection of Hearing Officer or Hearing Panel**

- (1) Grievances shall be presented before a hearing officer or hearing panel.
- (2) A hearing officer or hearing panel shall be selected as follows:
 - (a) The hearing officer shall be an impartial, disinterested person selected jointly by the PHA and the resident. The officer cannot be a party related to the grievance. If they cannot agree on a hearing officer, they shall each appoint a member of a hearing panel, and the appointed members shall select a third member. If the members appointed by the PHA and the resident cannot agree on a third member, such member shall be appointed by an independent arbitration organization, such as the Center for Disputes Settlement of the America Arbitration Association, or by any other third-party agreed upon by the PHA and the resident.

- (b) In lieu of the procedures set forth in paragraph (1) above the PHA may provide for the appointment of a hearing officer or a hearing panel by any method which is approved by the majority of residents (in any building, group of buildings, or development, or group of developments to which the methods are applicable) voting in an election or meeting of residents held for the purpose.
- (c) In all cases, the PHA will consult with resident organizations before appointment of hearing officers or hearing panels and documents related to discovery in the grievance process will be made available to residents.

c. Hearing Prerequisite

- (1) All grievances shall be personally presented, either orally or in writing, pursuant to the informal procedure prescribed in the paragraph on Informal Settlement of Grievance, above, as a condition precedent to a hearing under this section.
- (2) If the complainant shows good cause why he/she failed to proceed in accordance with the paragraph on informal settlement, above, the provisions of this subsection may be waived by the hearing officer or hearing panel.

d. Escrow Deposit

- (1) Before a hearing is scheduled in any grievance involving the amount of Tenant Rent which the PHA claims is due, the resident shall pay into an escrow account, an amount equal to the amount of the Tenant Rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
- (2) The resident shall thereafter deposit the same amount of the Tenant Rent into that escrow account monthly, until the complaint is resolved by decision of the hearing officer or hearing panel.
- (3) These requirements may be waived by the PHA in extenuating circumstances. Unless so waived, failure to make such payments shall result in termination of the grievance procedures.
- (4) Failure to make payment shall not constitute a waiver of any right the resident may have to contest the PHA's disposition of the resident's grievance in any appropriate judicial proceeding.

e. Scheduling Hearings

- (1) Upon a resident's compliance with the above requirements, a hearing shall be scheduled by the hearing officer or hearing panel promptly, for a time and place reasonably convenient to both the resident and the PHA.

- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the resident and the appropriate PHA official.

3. Procedures Governing the Hearing

a. Official or Panel

The hearing shall be held before a hearing officer or a hearing panel, as appropriate.

b. Safeguards of Due Process

The resident shall be afforded a fair hearing providing the basic safeguards of due process, which include the following.

- (1) The opportunity to examine documents before the hearing, at the expense of the complainant, and to copy all documents, records, and regulations of the PHA that are relevant to the hearing.

Any requested document not made available by the resident may not be relied on by the PHA at the hearing.

- (2) The right to be represented by counsel or other person chosen as the resident's representative.
- (3) The right to a private hearing, unless the resident requests a public hearing.
- (4) The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the PHA or development management, and to confront and cross examine all witnesses on whose testimony or information the PHA or development management relies.
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

c. Previous Decision

The hearing officer or hearing panel may render a decision without proceeding with the hearing, if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.

d. Failure to Appear

- (1) If the resident or the PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing, for a period not to exceed five (5) business days, or may make a determination that the party has waived his or her right to a hearing.
- (2) Both the resident and the PHA shall be notified of the determination by the hearing officer or hearing panel.
- (3) A determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the resident may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

- e. Entitlement and Justification
 - (1) At the hearing, the resident must first make a showing of an entitlement to the relief sought.
 - (2) Thereafter, the PHA must sustain the burden of justifying the PHA's action or failure to act against which the complaint is directed.
 - f. Conduct of the Hearing
 - (1) The hearing shall be conducted informally by the hearing officer or hearing panel.
 - (2) Oral or documentary evidence pertinent to the facts and issues raised by the resident may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - (3) The hearing officer or hearing panel shall require the PHA, the resident, legal counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party, and granting or denial of the relief sought, as appropriate.
 - g. Transcript
 - (1) The resident or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.
 - (2) Any interested party may purchase a copy of such transcript.
 - h. Accommodation to Disabled Persons

The PHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
4. a. Decision, Reasons, Copies and Files
- (1) The hearing officer or hearing panel shall prepare a written decision, together with the reasons thereof, within a reasonable time after the hearing (usually within 10 business days).
 - (2) A copy of the decision shall be sent to the resident and the PHA.
 - (3) The PHA shall retain a copy of the decision in the resident's folder.
 - (4) A copy of the decision, with all names and identifying references deleted, shall also be maintained by the PHA and made available for inspection by a prospective complainant, his or her representative, or the hearing panel or hearing officer.

b. Subsequent Actions

The decision of the hearing officer or hearing panel shall be binding on the PHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision, unless the Board of Commissioners determines, within ten (10) business days, and promptly notifies the resident of its determination, that:

- (1) The grievance does not concern PHA action or failure to act in accordance with or involving the resident's lease or PHA regulations, which adversely affect the resident's rights, duties, welfare, or status; and
- (2) The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements or the Annual Contributions Contract between HUD and the PHA.

c. Judicial Proceedings

A decision by the hearing officer, hearing panel, or Board of Commissioners, in favor of the PHA, or which denies the relief requested by the resident, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

5. PHA Notice

Notices under this grievance procedure shall be deemed delivered:

- a. Upon personal service thereof upon the complainant or an adult member (18 years of age or older) of the complainant's household;
- b. Upon the date received for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- c. On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail, unless the resident can prove that delivery of the notice, in fact, occurred at some other time.

6. Concurrent Notice

If a resident has filed a request for grievance hearing in a case involving the PHA's notice of termination of tenancy, the complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently.

If the hearing officer or hearing panel upholds the PHA's action to terminate the tenancy, the PHA may commence an eviction action in court by the later of:

- a. The expiration of the date for termination of tenancy and vacation of premises stated in the delivered termination notice, or
- b. The delivery of the report of decision of the hearing officer or panel to complainant.

7. Modification

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the PHA, present at a regular meeting or a special meeting called for such purposes.

- a. Any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments.
- b. Comments submitted shall be considered by the PHA before final adoption of any amendments.

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**DWELLING LEASE
FOR THE
HOUSING AUTHORITY OF THE
CITY OF BILOXI, MISSISSIPPI**

**ADOPTED BY BOARD APPROVAL
RESOLUTION NO. 7-1-03**

July 15, 2003

THE HOUSING AUTHORITY OF THE CITY OF BILOXI

SITE _____ ACCOUNT# _____

NUMBER OF BEDROOMS _____ DATE OF INITIAL LEASE _____

1. DESCRIPTION OF PARTIES AND PREMISES

A. The Housing Authority of the City of Biloxi (Management) leases to _____ (Resident) the premises located at:

Mailing Address: _____

_____ and any steps, porch, lawn or yard surrounding the apartment, subject to the terms and conditions contained in this lease.

The premises are for the exclusive use and occupancy of Resident (Primary Lease Holder) and his/her household consisting of the following named individuals who will reside in the dwelling unit. Resident shall date and initial the following list whenever a household member moves into/out of the apartment. (Management must approve all additions of household members to lease and reserves the right to refuse admission to household members who do not meet criteria as outlined in the policies governing Admission and Continued Occupancy and Tenant Selection and Assignment Plan (ACOP). Resident agrees that no other person shall live in the apartment without permission of Management and that violation of this agreement shall be considered a serious violation and grounds for termination of this Lease.

B. MEMBERS OF HOUSEHOLD

Name	Birthday	Relationship	Delete /Add	Initial	Date

_____ 2. **RENTAL PAYMENTS, LATE CHARGES, AND LEASE TERM AND RENEWAL**

- A. For a Resident who's lease starts after the first day of the month, the prorated rent payment is \$ _____ to cover the period from _____, ending at midnight on _____.
- B. Thereafter, Resident will pay \$ _____ rent, payable on or before the first of each calendar month beginning _____, 20__ unless the rent is adjusted as described in Section 6, below.
- C. For all rent payments not received within the first five (5) days of the month, a charge of \$15.00 shall be due and payable immediately after the fifth (5th) of the month.
- D. If Resident is late in payment of rent and the late charge has been assessed three (3) times during any 12 month fiscal period (October 1 thru September 30) the fourth (4th) such late payment within this period will be considered a serious violation and grounds for termination of this Lease and Eviction.
- E. All payments will be made by check or money order at the Management Office or other location designated by Management. Any returned check will result in all future payments being required to be paid by certified bank check or money order. Any returned check may also subject the resident to court action. No cash payments will be accepted. A \$20.00 NSF fee will be assessed for all returned checks deemed insufficient.
- F. The resident is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or devise shall be guilty of a crime. Upon conviction, such person may be fined and/or imprisoned under the laws and statues of the State of Mississippi.
- G. The PHA has a Zero Tolerance Policy with respect to violations of lease terms regarding drug and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift eviction action as described in this lease.
- H. Unless terminated in accordance with Section 14 below this Lease shall automatically renew for successive terms of one calendar year.

_____ 3. **SECURITY DEPOSIT**

- A. Resident shall pay a security deposit of Two Hundred dollars (\$200.00). Deposit must be paid in full at move-in. Extenuating circumstances will be reviewed by the Executive Director or his/her designee..
- B. After Resident has vacated the apartment and premises have been inspected by Management, the Security Deposit shall be refunded to Resident, less any charges for:
 - 1. All rents, maintenance and repair charges, miscellaneous charges, or court costs which are due.
 - 2. The cost of non-routine cleaning or repair of the premises or its equipment (no charge is made for normal wear and tear).
 - 3. The cost of keys not returned to the Management Office.
 - 4. Thirty (30) days rent if proper notice is not given in accordance with Section 14 A below.
- C. The Security Deposit will be refunded by mail to the forwarding address provided by Resident at move-out time on or before the 30th day after the date the resident has vacated the premises and the premises have been inspected by Management.
- D. The Security Deposit may not be used to pay rent or other charges while Resident is in occupancy.

 4. **UTILITIES**

- A. Management will furnish water and trash pick up. Residents must use water only for normal household use. No washing of vehicles is allowed on the property of Biloxi Housing Authority. Residents must provide their own trash cans with tight fitting lids. All trash must be placed inside the dumpsters, provided by management, at sites where this type trash disposal is available. Residents at sites that have street pick-up for trash collection will place trash in a container with a tight fitting lid on the street not earlier than 6:00 A. M. on trash collection day. Residents must remove the empty trash containers from street side not later than 6:00 P.M. the same day as they are placed on the street for pick-up.
- B. The resident is responsible to maintain, at all times, electric power and natural gas to the unit. Failure to do so will result in three (3) day notice of lease termination.
- C. Management shall not be liable for failure to supply utility services for any cause whatsoever unless Management acted intentionally or negligently in not supplying utility services.
- D. Resident agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, resident is unable to maintain sufficient heat, he/she shall immediately notify the Biloxi Housing Authority. Failure to notify the Biloxi Housing Authority of frozen or damaged water pipes is grounds for termination of this Lease pursuant to 14B below.

_____ 5. **MAINTENANCE, REPAIR, AND SERVICES**

- A. Resident will pay charges for maintenance, repair and service beyond normal wear and tear as determined by the Biloxi Housing Authority.
- B. Such charges are due the first (1st) day of the second (2nd) month following the month in which the charge is incurred. Management will give written notice to Resident fourteen (14) days prior to the date charges are due. Failure to pay the charge on the date due shall be considered a serious violation and grounds for termination of this Lease.

_____ 6. **REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

- A. Resident will furnish upon request and at least annually such information and certifications as may be necessary for Management to make determinations with respect to rent, eligibility and appropriateness of dwelling size. All adult members of Resident's household (other than full-time students or full-time wage earners) must accompany the resident to the annual recertification interview. The determination will be made in accordance with the current HUD requirements. The tenant must disclose to the PHA any information received from HUD concerning family income, earnings, wages or unemployment compensation.
 - 1. If Resident does not furnish the information requested or if Resident has misrepresented and/or failed to report facts upon which rent was based, so that the rent being paid is less than the rent which should have been charged, a charge retroactive to the date the increase should have taken effect will be due and payable immediately. In addition to the retroactive charge, the Resident's misrepresentation or failure to report facts shall be considered a serious violation and grounds for termination of this Lease.
 - 2. The new rent charge as a result of the annual redetermination of rent will be effective on the date as established in the ACOP. Resident will receive at least thirty (30) days advance written Notice of Rent Adjustment which Resident will accept as an amendment to this Lease.
 - 3. Should the family composition no longer conform to Management's Occupancy Standards, Resident will transfer to an appropriate size dwelling unit after appropriate notification by Management that one is available.
- B. Rent will not be changed during the first year of this agreement or between annual redeterminations unless during such period:
 - 1. Rent is based on false or incomplete information supplied by Resident.
 - 2. It is found that an error was made at admission or re-examination. (Resident will not be charged retroactively for error made by Management.)
 - 3. At regular redetermination it was impossible to verify Resident's income.

In this case, a temporary rent is charged and Resident must report to Management every thirty (30) days until a regular rent can be set. Such rent will be effective the date the temporarily rent was set, and any overpayment will be credited to Resident's account and any underpayment will become due and payable.

4. Resident must report any and all changes in family income and composition within ten (10) days of such change, and rent will be adjusted.
 5. An increase or decrease is required by change in HUD regulations.
 6. Resident can show a change in circumstances (loss of job, emergency medical costs, etc.) or a decline in income which would justify a reduction in rent.
 7. The resident is paying a "flat rent" and the resident's income is reduced or the resident is paying a formula rent in excess of the established "flat rent" and requests a change to the flat rent. Such changes may occur once annually.
 8. Public Assistance to Resident or household member commences or is terminated. Such change must be reported to Management within ten (10) days of its occurrence. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program. No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change.
 9. There is a change in Resident's family composition.
- C. Increases in rent under this Section 6B above, will be effective the first (1st) day of the second (2nd) month following the month in which the change occurred, unless the increase is a result of false or incomplete information supplied by Resident.
- D. Decreases in rent under this Section 6B above will be effective the first (1st) day of the month following the month in which the change was reported and verified.
- E. No change will be made in rent until adequate verification to justify the change has been received by Management and written Notice of Rent Adjustment has been provided to Resident. If Resident does not agree with rent determination Resident shall have the right to request a hearing in accordance with Section 14.
- F. Resident is expected to report for redetermination at the time scheduled by management. Failure to do so will result in a rent adjustment to the FLAT RENT for the appropriate size unit. Such adjustment will be effective thirty (30) days following the scheduled redetermination and will continue until resident reports for redetermination.
- G. Resident agrees to attend a group orientation upon notification by the manager during the month of move-in. All residents are mandated to attend resident

orientation yearly in order to have leases renewed.

- H. "ZERO RENT" or "PROVISIONAL RENT": If Resident is in place on "Zero Rent" or "Provisional Rent", the Resident must report to the Housing Manager every thirty (30) days. If there are any changes in status, current information of the household income, assets and Family composition will be required of the Resident. Failure to report to the Housing Manager every thirty (30) days, as required, may be considered grounds for the termination of this Lease.
- I. "Minimum Rent": The PHA has established a minimum rent of \$50.00 which includes the utility allowance. The minimum rent is subject to the following:
1. The PHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program. This includes a family with a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - The family would be evicted as a result of the implementation of the minimum rent
 - The income of the family has decreased because of changed circumstance, including loss of employment
 - A death in the family has occurred which affects the family circumstances
 - Other circumstances which may be decided by the PHA on a case by case basis
 2. All of the above must be proven by the resident providing verifiable information in writing to the PHA prior to the rent becoming delinquent and before the lease is terminated by the PHA.
 3. If a resident requests a hardship exemption (prior to the rent becoming delinquent) under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning on the date of the written request for exemption by the resident. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship circumstance is long term and on-going, the PHA shall retroactively exempt the resident from the minimum rent requirement for the ninety day period.
 4. This section does not prohibit the PHA from taking eviction action for other lease violations unrelated to financial hardship.
- J. All changes, adjustments, credits and interim rents will be recorded herein below, and will be initialed by the Housing Manager or other authorized PHA

representative and the Resident.

New Rent	Effective Date	Reason for Change	Resident Initial	Manager Initial

7. OCCUPANCY OF THE DWELLING UNIT AND RESIDENT OBLIGATIONS

Resident Agrees:

- A. to use the dwelling solely as a private dwelling for himself/herself and members of Resident's family as listed in Section 1B above, and not to use or permit the use of the dwelling for any other purpose except as approved by Management in accordance with Section 7R.
- B. not to assign, sublet, or transfer possession of the dwelling nor to give accommodations to boarders, lodgers, or other persons not listed as occupants in Section 1B above, except that Resident may, with Management approval, give accommodation to foster children or a person providing live-in care for a member of the household. Guests or visitors are permitted for a period not to exceed two weeks, providing the frequency of the guests or visitors is not deemed unreasonable by Management. And provided further that Management may regulate, limit or prohibit from Housing Authority property guests who in Management's reasonable judgment have been disturbing the peace, disturbing other residents or violating this Lease or Management Policies. A guest is defined as a person in the leased unit or on the property with the consent of a household member.
- C. to abide by such necessary and reasonable regulations as may be set forth by

the Management for the benefit and well-being of the Housing Community and the Residents, which shall be posted in the Management Office, delivered to the Resident and incorporated by reference it) this Lease.

- D. to comply with all obligations imposed upon residents by applicable provisions of City, State, and Federal codes materially affecting health and safety.
- E. to maintain the dwelling unit, premises, and equipment assigned to Resident for Resident's exclusive use in a clean and sanitary condition and to cooperate with Management in maintaining yards assigned him in a neat and orderly manner, to pick up and remove trash, and to dispose of garbage, rubbish and other waste in a sanitary and safe manner. Subject to Management approval residents unable to perform the above tasks due to age or disability shall be exempt from this provision.
- F. to conduct himself/herself and to cause Resident's household and guests to conduct themselves in such a manner as not to disturb the neighbor's peaceful enjoyment of their accommodations or community facilities, to refrain from illegal or other activity which would impair the physical or social environment of the complex and to act in such a way as to be conducive to maintaining the complex in a decent, safe, and sanitary condition.
- G. to pay reasonable charges (beyond normal wear and tear) for repair of damage to the dwelling unit or to any other housing authority property caused by Resident, a member of Resident's household or a guest, and to pay for damages caused by fire or smoke that are a direct result of negligence on the part of the Resident, family member or guest as determined by Biloxi Fire Department. Such fire and smoke damage charges shall be in the amount of the repair/replacement, actual costs, or the deductible amount on Management's fire insurance, whichever is less.
- H. to use only in a reasonable manner all electrical, plumbing, sanitary, ventilating, air-conditioning, and other facilities and other appurtenances.
- I. to refrain from adding appurtenances to apartments: i.e., ceiling fans, extra light fixtures, contact paper on appliances and walls, glued mirrors on walls.
- J. to refrain from the use of water beds.
- K. to notify Management in advance if Resident and Resident's household plan to be away from the premises for more than fifteen (15) days.
- L. to notify the Management immediately of the need for repairs to this dwelling and any unsafe conditions on the premises or grounds which might lead to injury or damage.
- M. not to keep, feed or allow animals or pets such as dogs or cats, or other four-

legged animals anywhere in the complex. See attached Pet Policy.

- N. not to keep or maintain any vehicle on the premises that is not in operating condition or is without a valid license plate or inspection sticker. Management may regulate the manner, time and place of all parking and may remove illegally parked vehicles.
- O. not to wash or repair any type vehicle on the premises.
- P. that it shall be considered a prohibited Activity, a material breach of a Resident's Lease obligation and grounds for termination of a Lease for any Resident or anyone on the premises with the Resident's consent to do any of the following upon Housing Authority property:
 1. to intentionally, knowingly, or recklessly carry on or about his/her person a deadly weapon;
 2. to display a deadly weapon in connection with a verbal or nonverbal threat of bodily harm without legal justification;
 3. to shoot, fire, explode, throw to- otherwise discharge a deadly weapon;
 4. to inflict any injury upon another person through the intentional use of a deadly weapon without legal justifications
 5. to inflict any injury upon another person through the reckless, careless or negligent use of a deadly weapon;
 6. to damage any property through the intentional, reckless, careless or negligent use of a deadly weapon.

A deadly weapon means a firearm or anything manifestly designed, made or adapted for the purpose of inflicting death or serious bodily injury: or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm or knife. This also prohibits use of any firearms, BB guns, or pellet guns on Biloxi Housing Authority property.

- Q. that the Resident, any member of the household, a guest or another person under the Resident's control, shall not engage in: (1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority; or (2) any drug-related criminal activity on or near such premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit.

For purposes of Section 7Q, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

"Criminal Activity" means any conduct prohibited by the Penal Code or by any statute of the State or by the United States for which a criminal penalty is

prescribed by law.

- R. with the consent of Management, Resident and members of the household may engage in legal profit making activities in the dwelling unit, where Management determines that such activities are incidental to primary use of the leased unit for residence by members of the household.
- S. to explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.
- T. to be off the streets, sidewalks, and common grounds no later than 10:30 P. M., unless returning or leaving home and to see that guests comply with curfew.
- U. not to consume any alcoholic beverage or possess any glass container in any public area outside of the dwelling units and see that guests also comply with ban.

Exception: When transporting to unit or removing from premises.

- V. To provide and replace smoke detector batteries where battery-operated smoke detectors are furnished; the PHA will test the detector in the presence of the resident upon initial occupancy and again at annual inspection. The PHA will provide working batteries only at lease commencement as required by statute. Failure to maintain smoke detectors, removing batteries or damaging/removing the smoke detectors will result in a \$50.00 fine and may result in eviction.
- W. Not to keep pets such as dogs, cats, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement which becomes an attachment to this lease, by reference.
- X. Residents who are disabled and have a qualified "service animal" are exempt from the security deposit and size, weight and type restrictions as listed in the PHA's Pet Ownership Policy. However, they are not exempt from the other requirements of the policy. Failure to comply with maintenance and care requirements may result in eviction.
- Y. Resident or family member agrees that any non-exempt adult family member must on a monthly basis contribute 8 hours of community service or participate in a self-sufficiency program for 8 hours. Non-compliance with this requirement will result in this lease not being renewed, subject to the resident/family member's right to request a hearing under the PHA's grievance procedure.

8. MANAGEMENT OBLIGATIONS

- A. To maintain the building facilities, common areas, and grounds not otherwise assigned to Resident for maintenance and upkeep in a decent, safe, and sanitary

condition.

- B. To make necessary repairs to the premises upon receiving appropriate notice from Resident.
- C. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- D. To keep buildings, facilities, and common areas not otherwise assigned to Resident for maintenance and upkeep in a clean and safe condition.
- E. To maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilation and other facilities and appliances (stove & refrigerator) supplied or required to be supplied by Management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by residents in accordance with Section 7E above.
- G. To furnish running water, and reasonable amounts of hot water and heat at appropriate times of the year according to local custom and usage.
- H. To inspect the apartment with Resident or his/her representative before Resident moves in and to give Resident a written statement of the condition of the premises and equipment provided signed by both parties.
- I. To inspect the apartment when Resident moves out and give Resident a written statement of charges, if any, for repairs. Resident shall be notified and may participate in this inspection unless Resident has vacated without notice.
- J. To post in the Management Office copies of all rules, regulations, schedules of charges, and other documents which are part of this agreement (by attachment or by reference) and to make these available to the Resident.
- K. To notify Resident of the specific grounds for any proposed adverse action including but not limited to a proposed lease termination, transfer of Resident to a different unit or the imposition of charges for maintenance repairs. The Resident shall be afforded the opportunity for a hearing under the Grievance Procedure attached herein, for a grievance concerning a proposed adverse action. The notice of adverse action shall inform the resident of the right to request a hearing. In the case of a lease termination, the notice of termination shall comply with Section 14(C) of the lease. In the case of a proposed action other than lease termination, no action shall be undertaken until the time for the resident to request a grievance hearing has expired and the grievance process has been completed.

- L. For all aspects of the Lease and Grievance Procedures, to provide disabled persons reasonable accommodations to the extent necessary to provide such persons with an opportunity equal to a non-disabled person to use and occupy the dwelling unit. Management will make available, to the best of its ability, accessible converted units, to those in need when requested. Residents living in accessible converted units who do not require these special units, will be required to transfer to a non-converted unit, to make these special units available to those in need.
- M. To enforce the terms of this agreement fairly, impartially and in good faith.

_____ **9. DEFECTS HAZARDOUS TO LIFE, HEALTH, AND SAFETY**

When conditions are created which are hazardous to life, health, safety, and welfare of the occupants, Resident shall immediately notify Management of the damage. Management shall be responsible for the repair of the unit within a reasonable amount of time, provided, that if the damages were caused by the Resident, Resident's household, or guests, the reasonable cost of the repairs shall be charged to the Resident payable on the first day of the second month in which the charges are made.

If repairs of the defects or damages cannot be made within a reasonable amount of time, Management shall provide standard alternative accommodations, if available. In the event Management fails to fulfill its responsibility to make repairs within a reasonable amount of time or provide alternative accommodations, the Resident's rent shall abate in proportion to the seriousness of the damages and loss in value as a dwelling, except the cost of utilities furnished by Management shall not abate. Rent shall not abate if the Resident rejects the alternative accommodations or if the damages were caused by the Resident, Resident's household, or guests.

_____ **10. PERSONAL PROPERTY LOSS**

The Biloxi Housing Authority does not carry insurance to cover a Resident's personal property loss or damages. The Biloxi Housing Authority carries insurance only to cover damage or loss to dwelling structure itself. The Resident is cautioned that the Biloxi Housing Authority is not responsible for loss such as food spoilage in the event of an electrical failure or equipment malfunction. Each resident must take steps to protect and care for their personal property if the need arises.

_____ **11. ENTRY OF THE PREMISES DURING OCCUPANCY**

- A. Management shall be permitted to enter Resident's dwelling during reasonable hours for making routine inspections and maintenance, for making improvements or repairs, pest control, showing the apartment for releasing, determining if Resident still lives there when reasonable doubt exists.

- B. Management will give at least two (2) days written notice to a Resident stating the day and time of the planned entry.
- C. Management may enter the dwelling without notice if entry is requested by Resident or if there is reasonable cause to believe an emergency exists. Emergencies may include, but are not limited to the presence of drugs, illegal firearms or devices that may present a danger to the health and safety of other Residents. If Resident and all adult household members are out of the dwelling at the time of entry, Management will leave a written statement giving the date, time, and purpose of each entry.

12 ABANDONMENT AND ABANDONED PROPERTY

- A. Management may take possession of the apartment after Resident has moved out. If there are reasonable grounds to question whether or not Resident has moved out, Management may secure the apartment against vandalism and a notice of planned entry will be delivered or attached to the apartment. If there is no response to this notice after 48 hours, and if inspection shows that all or most of the Resident's property has been removed, Management will conclude that Resident has moved out if Resident's rent is not paid.
- B. Management may remove, dispose of, and or store any property left in the apartment or the complex when Resident moves out. Resident will be charged for the cost of storage. Any property not claimed for ten (10) days after Resident moves out will be treated as abandoned. Resident agrees that Management may dispose of abandoned property by any means it chooses. If Management sells the property, the money received will first be used to pay for the cost of storage and the sale, and then charges owed by Resident, if any. If there is any money left, it will be given to the Resident at his/her forwarding or last known address. Nothing in this paragraph shall limit Management's right to immediately dispose of trash or other property clearly of no value.

13. NOTICE PROCEDURES

- A. Notice to Resident shall be in writing and either delivered to Resident or sent by prepaid first class mail properly addressed to Resident at the dwelling unit address.
- B. Notice to Management shall be in writing and either delivered to the Housing Manager or sent by prepaid first class mail properly addressed to the central office of the Housing Authority of the City of Biloxi, Mississippi.
- C. If Resident is visually impaired, all notices will be in an accessible format.

14. TERMINATION OF LEASE

- A. Resident may terminate this Lease at any time by giving Thirty (30) days written notice in the manner specified in Section 13 above. Resident shall leave the dwelling and all other areas assigned to him/her in a clean and good condition except for reasonable wear and tear and return the keys to Management upon vacating. If Resident does not give this Vacate Notice, Managements may charge the Resident thirty (30) days rent from the date Managements first learns the dwelling is vacant.
- B. Management may terminate or refuse to renew this Lease for serious or repeated violation of Resident's obligation under any section of this Lease or for other good cause. The specific mention in this Lease that certain violations are considered serious violations and grounds for termination of the Lease, does not prohibit Management from asserting in any proceeding that other violations of the Lease are serious violations and grounds for termination. Management's failure to terminate a Lease for a serious or repeated violation, shall not prohibit Management from terminating the Lease upon a Resident's subsequent serious or repeated violation.
- C. Management shall give written notice of such termination as in Section 13 above. Such notice shall include the specific grounds for termination and shall inform Resident of the right to make such reply as he/she may wish, his/her right to examine Management's documents relevant to the termination or eviction and his/her right to request a hearing in accordance with the current Grievance Procedure. Unless changed by HUD regulation, such notice shall be:
1. fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
 2. three (3) days in the case of creation or maintenance of a threat to the health, safety, or security of any Resident, guest, or Management employee.
 3. thirty (30) days in all other cases.
- D. Notice of termination by either party to this Lease may be given on any day of the month.
- E. Notice to vacate may be combined with and run concurrently with notice of lease termination.
- F. Resident shall pay all court costs and expenses incurred in enforcing this Lease or in recovering possession of the premises unless Resident prevails in such legal action.
- G. If Resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision is rendered.
- H. This Dwelling Lease shall terminate upon abandonment of the premises by Resident.

_____ 15. **GRIEVANCE PROCEDURE**

All grievances, disputes or appeals arising under this Lease shall be processed and resolved pursuant to the current Grievance Procedure. The Authority's Grievance Procedure is attached to this lease, and by signing below, the Resident acknowledges receipt of those Procedures.

_____ 16. **MODIFICATION OF THIS LEASE**

This Lease and all policies, rules, charges which are a part of this Lease by attachment or by reference may be modified from time to time by Management provided Management gives at least a thirty (30) day written notice to Resident setting forth the opportunity to present written comment which shall be either delivered or mailed to each Resident or posted in at least three (3) conspicuous places within each structure or building as well as the Management Office or, if none, the Central Office of the Housing Authority of the City of Biloxi, MS.

_____ 17. This Lease together with any future adjustments of rent or dwelling unit evidences the entire agreement between Management and Resident. No changes herein shall be made except in writing, signed and dated by both parties except for Section 6 and Section 16. However, nothing shall preclude Management from modifying this Lease to take into account revised provisions of law or government action.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this _____ day of _____, 20____, at Biloxi, Mississippi.

RESIDENT

RESIDENT

THE HOUSING AUTHORITY OF THE CITY OF BILOXI, MISSISSIPPI

By _____ TITLE

ADOPTED BY BOARD APPROVAL
RESOLUTION NO.

SECTION 3. APPLICATION FOR ADMISSION

The PHA accepts applications for dwelling units at the Administrative Office, 330 Benachi Avenue, Biloxi, MS 39590. Applications may also be submitted to the on-site managers at each of the PHA's housing developments. Each person or family seeking admission to a unit must submit a written application. When applications are being accepted, the PHA accepts them between the hours of 8:00 a.m. to 4:00 p.m. daily. Applicants may call the PHA between the hours of 8:00 a.m. to 4:00 p.m. daily to check their status on the waiting list. All applications received at housing sites are submitted to the central office for processing. Steps for processing applications are outlined below. Accessibility is available for the disabled.

- A. Unless the PHA's waiting list is closed, it will accept an application from any person or family who wants to apply, even if an informal discussion indicates that the applicant may not be eligible.
- B. The application must be signed by both the applicant and the PHA, date-stamped, as well as time-stamped, and referred to a central resident selection and assignment office for processing.
- C. Each application will be processed only to the extent necessary to determine whether the applicant is apparently eligible.
- D. The PHA will notify all applicants for general occupancy developments constructed prior to 1978, especially those with children who are under seven (7) years of age, of the dangers of lead-based paint poisoning, and whether blood lead level screening is available for those children. This will be done even though the PHA may have completed all lead-based paint abatement requirements for all development units.

If blood level screening is available, the applicant will be advised to notify the PHA if any of the applicant's children under seven (7) years of age who are tested have an elevated blood lead level.
- E. The application may be filled out by the applicant, or by the PHA, but must be checked for completeness by the PHA, in the presence of the applicant, before the application is submitted.
- F. The PHA will request from the applicant documentation needed to verify the information the applicant provides at the time the application is taken.
- G. In addition to obtaining information from the applicant, the PHA will respond to questions from the applicant, and will provide whatever PHA-related information the applicant may desire, including information about the public housing program, the dwelling lease, and the number of bedrooms in units at various developments or sites.
- H. The PHA will also inform applicants of any other housing assistance programs the PHA administers. If the applicant is interested, the PHA will advise the applicant how and where to apply for those programs. The PHA will also advise applicants about housing assistance programs in other localities, where available.

- I. The PHA may take applications at more than one location, so long as the applications are processed at a central location. The PHA may also take applications in outlying areas on specific days.

The PHA will make special arrangements to take the applications of persons who are unable to come to the office, such as elderly or disabled persons. It may also utilize other locations as will afford applicants the greatest opportunity to exercise their rights under the resident selection and admission policies and procedures. The staff may make accommodations for non-elderly/disabled families including, but not limited to, making a home visit, mailing application to family, etc.

- J. The PHA will inform all applicants of the availability of any local preferences, and will give all applicants an opportunity to show they qualify for a preference.

- K. If the PHA determines that the notification to all applicants on a waiting list is impracticable because of the length of the list, it may provide this notification to fewer than all applicants on the list at any given time.

The PHA will, however, have notified a sufficient number of applicants at any given time that, on the basis of its determination of the number of applicants who are on the waiting list who claim preferences, and the anticipated number of admissions:

1. There is an adequate pool of applicants who are likely to qualify for local preferences; and
2. It is unlikely that, on the basis of the PHA's criteria for applying the local preferences, that any applicant who has not been notified would receive assistance before those who received notification.

- L. In the application screening or admission of all applicants and residents, the PHA will apply (if applicable) the definitions of "standard, permanent replacement housing", "involuntary displacement", "substandard housing", "homeless family", "family income", and "rent" set forth in the PHA's Definitions section of these policies.

SECTION 4. RECORD OF APPLICATIONS AND WAITING LIST

The following are procedures for documenting actions taken by PHA employees in processing applications for dwelling units.

- A. Each applicant's name will be placed on the PHA's Record of Applications (Community-Wide Waiting List), based on the date and time the application is received. The PHA will assure that at least forty percent (40%) of annual new admissions are families with incomes at or below thirty percent (30%) of local area median income (extremely low-income families). Annual family income will be recorded on the waiting list.
- B. The PHA will indicate on the Record of Applications the applicant's name; date and time of application; race/ethnicity; whether the applicant is eligible or apparently ineligible; the applicant's preferences; the date and time the applicant was offered a unit, the unit number and location, the date the applicant was assigned a unit, or the date the applicant rejected the assignment, and any circumstances pertaining to assignment of a unit, such as removing the applicant's name because the applicant requested this, when the PHA makes a phone inquiry and/or sends a letter, and discloses that the applicant is no longer interested, or the applicant no longer qualifies. Applicants on the waiting list shall contact the PHA every twelve (12) months to determine interest, qualifications, and application renewal.
- C. Consistent with the objectives of Title VI of the Civil Rights Act of 1964, other statutory requirements and HUD regulations and policies, the PHA will make offers from the Record of Applications only based on the date and time of application, local preferences, and rent range criteria have been applied.
- D. Organization of the Waiting Lists
 1. The Record of Applications (Waiting List) will be organized in a manner that the PHA can easily identify the date and time the application was submitted, the applicant's preferences for admission (based on the local preferences), the size and type of unit needed, and other decision-making factors.
 2. The PHA will not solicit a statement from any applicant regarding his or her desire to live in a particular development or group of developments, except that effective October 1, 1999, the PHA may allow applicants to designate the development(s) in which they wish to reside, or, may establish separate waiting lists by development site(s).
 3. All waiting lists will be community-wide in scope, unless the PHA adopts a specific policy allowing designation and/or site-based waiting lists. Such a policy will be duly adopted by the Board of Commissioners and incorporated into this document by reference following a period of thirty (30) days posting.
 4. The PHA may have one waiting list for developments for the elderly and another for general occupancy developments, provided it permits an elderly family to be listed on either or both lists, if unit size and type are appropriate.

5. In order to achieve the PHA's goal of income targeting and income mixing, waiting list skipping and other incentives such as waiver of pet or security deposits, assignment of units based on one person per bedroom, etc. may be adopted by the PHA. A separate policy may be adopted by the Board of Commissioners. At such time, that policy will be incorporated into this document by reference.

E. Updating the Waiting Lists

1. The PHA *will* update its waiting list at least every twelve (12) months in order to remove the names of applicants who are no longer interested in being admitted, no longer qualify for admission or who cannot be located.
2. The PHA will document the reason for removing any applicant's name from the waiting list(s).
3. The PHA requires applicants to report, in writing/in person, any changes in family composition or circumstances, and any significant changes in income or assets, which would affect the family's eligibility, the type of development, the size and type of unit needed, or the family's preference category for admission. A verified change in preference status may result in the applicant being moved up or down on the waiting list.

The PHA also requires applicants to report, in person, every twelve (12) months, whether they are still interested in being admitted to public housing. If there is no response to the PHA's efforts to contact the applicant they will be removed from the waiting list and their application withdrawn.

4. The PHA will not remove an applicant's name from the waiting list(s) unless:
 - a. the applicant requests that their name be removed; or
 - b. the applicant has been clearly advised of a requirement to tell the PHA of the applicant's continued interest by a particular time, and failed to do so; or
 - c. the PHA has made reasonable efforts to contact the applicant to determine if there is continued interest, but the PHA has been unsuccessful in locating the applicant; or
 - d. the PHA has notified the applicant of its intention to remove the applicant's name from the waiting list(s), because the applicant no longer qualifies for Public Housing.
 - e. the applicant fails to satisfy Tenant Selection Criteria as outlined in this policy.
 - f. The applicant was placed on the waiting list as having a disability solely related to drug or alcohol abuse. Effective October 1, 1998, the PHA is prohibited from admitting a disabled person whose disability is solely related to substance abuse.
 - g. The applicant is removed from the waiting list effective October 1, 1999, based on the fact that the applicant family includes a household member subject to a lifetime registration under a state sex offender act.

F. Closing the Waiting List

1. The PHA will not close its waiting list unless the PHA is not accepting any additional applications. The PHA may close the waiting list if:

- a. the PHA has enough applicants to fill expected vacancies over a period of one (1) year, and;
- b. new applicants with preferences would not qualify before other applicants with preferences already on the waiting list.

2. Other Applicants

If the PHA has too many applicants who do not claim any preferences, it may close a waiting list completely by type of development, or size and type of dwelling unit as appropriate.

3. The PHA will not close a waiting list:

- a. if closing the list would have a discriminatory effect that would be inconsistent with applicable civil rights laws; and
- b. unless it publicly announces any decision to suspend or to restrict the taking of applications. It will not reopen the list until it publicly announces when it will resume the taking of applications.

4. Prior to closing a waiting list, the PHA will assure that it has sufficient applicants to fill expected vacancies for a minimum of one (1) year.

G. Applicant Files

The PHA will establish and maintain a file containing information on each applicant. Such files will be retained for at least three (3) years after the audited PHAS submission for that year.

Material secured under a criminal background check or drug treatment center check will **not** be retained in the applicant file but will be segregated in a secure location under lock and key. Following a decision on acceptability of an applicant, the criminal background check and drug treatment program information will be removed and destroyed (shredded). This procedure is subject to delay only if the applicant requests an informal hearing with respect to denial of their application based on information received from either source.

Applications and material submitted by the family will be retained for a minimum of five (5) years if there is an INS appeal and/or an informal hearing with the PHA concerning the citizen/non-citizen documentation. The files will contain the following:

1. the original application for financial housing assistance;
2. the form completed by the family for income reexamination (HUD-50058);
3. photocopies of any original documents (front and back), including original INS documents; (Under no circumstances will photocopies of Federal checks be made or retained in applicant/resident files.);
4. the signed verification consent form(s);
5. INS verification results (both primary and, if applicable, secondary);
6. the request for an INS appeal;
7. the final INS determination;
8. the request for a PHA informal hearing; and
9. the final PHA informal hearing decision.

SECTION 5. ELIGIBILITY REQUIREMENTS

To be eligible for PHA dwelling units, applicants must meet certain requirements concerning familial status, income and background. These requirements are outlined below.

A. General Eligibility Requirements

The PHA will determine whether an applicant for participation in the low-rent housing program qualifies as a family; is income-eligible, has disclosed and verified Social Security numbers, is a U.S. Citizen or national or meets eligible non-citizen immigration status, and has no history of drug/alcohol abuse and/or record of violent crime.

1. Definition of a Family

The applicant must qualify as a family. A family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. A family may include:

- two or more persons who are related by blood, marriage, or operation of law.
- two or more persons who are not related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources over a period of at least six (6) months, and who will continue living together in PHA housing.
- the term family also includes, but is not limited to:
 - a family with or without children;
 - a single pregnant female;
 - an elderly family;
 - a disabled family (head or spouse);
 - a displaced family;
 - the remaining member of a resident family;
 - a single person who is not elderly, displaced or a person with disabilities, or the remaining member of a resident family;
 - two or more elderly or disabled persons living together;
 - one or more elderly or disabled persons living with one or more live-in aides;
 - two or more near elderly or disabled persons living together;
 - one or more near elderly or disabled persons living with one or more live-in aides.
- The term "Disabled Person" (or "person with a disability") no longer includes disability based solely on the basis of drug or alcohol dependence.
- The temporary absence of a child from the home due to placement in foster care for a period anticipated to be less than twelve (12) months shall not be considered in determining the family composition and family size.

- #### 2. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide: The live-in aide must submit information as requested and be reviewed by the Development Manager for eligibility under the Tenant Selection Criteria of this policy. If the Authority determines an individual proposed as a live-in aide to be ineligible, the resident or applicant may

propose an alternate live-in aide for screening or may appeal the PHA's determination to a review officer.

Unit Size Consideration: The applicant or tenant and the live-in aide may each be allocated a separate bedroom. However, because the availability of 2-bedroom units in mixed population developments is limited, the PHA may allow the resident or applicant to choose from the following options with the understanding that transfer requests will not be honored after occupancy:

If the PHA determines an individual proposed as a live-in aide to be ineligible, the resident or applicant may propose an alternate live-in aide for screening or may appeal the PHA's determination to a review officer.

Unit Size Consideration: The applicant or resident and the live-in aide may each be allocated a separate bedroom. However, because the availability of 2-bedroom units in mixed population developments may be limited, the PHA may allow the resident or applicant to choose from the following options with the understanding that transfer requests will not be honored after occupancy:

- a. to be considered for a 2-bedroom unit in a mixed population development;
- b. to be considered for a 1-bedroom unit in a mixed population development;
- c. to be considered for a 2-bedroom unit in a general occupancy development. Applicants requesting placement in a 2-bedroom unit in a mixed population development will be placed on the 2-bedroom waiting list in the order of the applicant's application date.

A live-in aide who has been approved for occupancy by management is added to the lease by means of a live-in aide amendment. This amendment specifically states that a live-in aide does not have rights to occupy a PHA unit as the Remaining Member of a Tenant Family if the primary resident vacates the unit or dies.

The primary resident is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.

3. Income Eligibility

a. Overall Income Eligibility for Admission

No family other than a low-income family as defined in regulations is eligible for admission to Low-Rent Public Housing units. An exception to this regulation may be made by PHAs with 250 or fewer units if they have no eligible applicants and advertising does not result in additional eligible applicants. At least forty percent (40%) of new admissions annually must be extremely low-income families (families whose incomes fall at or below 30% of the local area median income).

b. Family Income

A family's annual income, at the time of admission, may not exceed the income limits established by HUD and published in the Federal Register with respect to the Local Metropolitan Statistical Area applicable to the PHA's jurisdiction, for the current year. (See Appendix D).

c. The PHA shall comply with HUD prescribed reporting requirements so that HUD may maintain reasonably current data. Records of admissions of low-income families must be maintained by the PHA to ensure that admission requirements and targets are met.

d. The PHA will not commence eviction proceedings, or refuse to renew a lease, based on the income of the resident family unless:

- (1) it has identified, for possible rental by the family, a unit of decent, safe, sanitary housing in good repair, of suitable size, available at a rent not exceeding the Tenant Rent, or
- (2) it is permitted to do so by state or municipal law.

4. Background

The following background factors will limit admission of families who have as a household member any of the following:

- a. persons convicted of manufacturing or producing methamphetamine on the premises of any assisted housing are permanently denied admission to public housing. The PHA will not waive this criteria;
- b. any person determined to be using an illegal substance will be denied admission.
- c. persons believed to be abusing alcohol in a way that will interfere with the safety or right to peaceful enjoyment of other residents will be denied admission.
- d. any household with a family member subject to a lifetime registration under a state sex offender registration act will be denied admission. The PHA will not waive this criteria;
- e. any person determined to be fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees. The PHA will not waive this criteria;
- f. Any person violating a condition of probation or parole imposed under Federal or State law. The PHA will not waive this criteria.

The PHA may waive the denial of admission if the abuser can demonstrate successful completion of a rehabilitation program acceptable to the PHA, except that no exception will be made for persons convicted of methamphetamine production or manufacture, those subject to the sex offender lifetime registration requirement, those fleeing to avoid prosecution or in violation of parole or probation conditions.

5. Social Security Numbers

Social Security verification requirements are outlined in 24 CFR Part 5.210-5.238 - Disclosure of Social Security and Employer Identification Numbers.

All family members age six (6) and over must disclose all Social Security numbers assigned to them by the Social Security Administration. This includes any numbers assigned to applicant/participant family members under any other names. Verification of these numbers must be provided. As minor family members reach the age of six (6), the family must provide assigned numbers within sixty (60) days. Extensions may be granted, provided the family can provide evidence that the number has been applied for in a timely manner.

All household members added after admission are required to disclose Social Security numbers at the time of initial screening or annual reexamination, whichever comes first.

Elderly family members are required to provide their Social Security numbers and may be granted a sixty (60) day extension if needed for them to provide verification of their numbers.

Should a family member not have a Social Security number, they must certify that they do not, in fact, have a number.

The PHA will require the applicant to bring the original Social Security Cards as verification. The PHA will accept copies only when it is necessary to verify by mail the continuing eligibility of participant families.

If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his/her Social Security Number (SSN) may be used for verification.

The PHA may require the family member(s) to provide one or more of the following alternative documents to verify the SSN, until a valid Social Security card can be provided:

These documents include but are not limited to:

Driver's license that displays the SSN;

- a. Identification card issued by a Federal, State or local agency;
- b. Identification card issued by an employer or trade union;
- c. Identification card issued by a medical insurance company;
- d. Earnings statements or payroll stubs;
- e. Bank statements;
- f. IRS Form 1099 or W-2 Form;
- g. Benefit award letters from government agencies;
- h. Medicaid Cards;
- i. Unemployment benefit letter;
- j. Life insurance policies;

- k. Court records such as real estate, tax notices, marriage and divorce, judgement or bankruptcy records;
- l. Verification of Social Security benefits with the Social Security Administration (SSA).

If the PHA verified Social Security benefits with the SSA, the acceptance of the SSN by the SSA will be considered documentation of validity.

Failure to disclose all Social Security numbers as required or certify that a family member does not have a number, is cause for denial of admission or termination of assistance, subject to the family's right to an informal hearing.

- 6. The Department of Housing and Urban Development has initiated an income verification program which is designed to match family reported income against other sources, such as IRS, Social Security, etc. By law, information obtained through this matching program may not be conveyed by HUD to the PHA. However, should a family living in publicly assisted housing be contacted by HUD with respect to discrepancies in reported income, the family must disclose this information to the PHA within thirty (30) days of receipt. Failure to do so may result in the termination of the family's assistance. Therefore, in accordance with new provisions in the Quality Housing and Work Responsibility Act of 1998, residents are required to disclose the letter and any other information they receive from HUD regarding their income (under HUD's income verification initiative) to the PHA. The PHA must verify the accuracy of the income data, change rent amounts, or terminate assistance, as appropriate, when the residents disclose income information received under the initiative. While this procedure is new and may not affect every family or every PHA jurisdiction immediately, residents must be made aware that failure to report the receipt of such notification from HUD may adversely affect their eligibility for or continued occupancy of public housing.

HUD cannot by law divulge Federal tax return data from the Internal Revenue Service (IRS) except to the residents themselves; however, HUD will provide the PHA with a list of the residents to whom it has sent income discrepancy letters.

With respect to families no longer in occupancy, the PHA will pursue abuses regarding a resident's receipt of excess rental assistance by reporting the deficiency of payments to credit bureaus, if practical, and recovery of such amounts as PHA resources permit.

- 7. The applicant family must not maintain another residence in addition to the PHA unit.

B. U.S. Citizen or Eligible Non-citizen Immigration Status

All applicants for public housing who are admitted after June 19, 1995, must meet the following requirements:

1. For a U.S. Citizen: sign a declaration of U.S. Citizenship, and verification of the declaration presenting a United States passport, resident alien card, registration card, or other appropriate documentation;
2. For non-citizens who are sixty-two (62) years of age or older or who will be sixty-two (62) years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:
 - (1) a signed declaration of eligible immigration status; and
 - (2) proof of age document.

The PHA will require verification of this certification for all declarations submitted after November 26, 1996.

3. If a non-citizen:
 - (1) a signed declaration of eligible non-citizen immigration status;
 - (2) provide original documents which verify status; and
 - (3) sign a verification consent form.

Declaration of U.S. Citizenship or eligible immigration status must be signed by every adult family member. For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

4. All declarations submitted after November 26, 1996 will be verified.
- C. Housing Assistance to an applicant family may not be delayed or denied based on delays by the PHA, HUD, or INS. However, effective November 26, 1996, the PHA will delay or deny assistance to a family until at least one family member has been determined eligible for assistance.
1. Delay to an applicant is permissible after the conclusion of the INS appeal process but assistance is not denied until the conclusion of the PHA informal hearing process if the informal hearing is requested by the family.
 2. Other events causing denial of assistance are:
 - a. evidence of citizenship (i.e., the declaration) and eligible immigration status is not submitted by the date specified in the written notice or by the expiration of any extension granted in accordance with the written notice of an extension period; or
 - b. evidence of citizenship and eligible immigration status is timely submitted, but INS primary and second verification does not verify eligible immigration status of a family member; and:
 - (1) the family does not pursue INS appeal or PHA informal hearing rights as provided in this section; or
 - (2) the INS appeal and informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

3. A notice of denial or termination of assistance shall inform the family:
 - a. that financial assistance will be denied or terminated with the reasons for the denial or termination;
 - b. that they may be eligible for the proration of assistance; and
 - c. that they have the right to request an appeal to the INS of the results of the secondary verification of immigration status and to submit additional documentation or a written explanation in support of the appeal in accordance with INS appeal procedures to INS; and
 - d. that the family has the right to request an informal hearing with the PHA within fourteen (14) days either upon completion of the INS appeal or in lieu of the INS appeal;
 - e. the notice will also inform the family that the PHA cannot overrule the INS decision regarding eligible immigration status.

D. Appeal to INS

1. Submission of the request for appeal. Upon receipt of notification by the responsible entity that INS secondary verification failed to confirm eligible immigration status, the responsible entity shall notify the individual or family of the results of the INS verification. After notification of the INS decision on appeal, or in lieu of an appeal request to the INS, the individual or family may request that the responsible entity provide a hearing. This request must be made either within thirty (30) days of receipt of the notice described in paragraph (d) of section 5.514, or within thirty (30) days of receipt of the INS appeal decision issued in accordance with section 5.514(e). The request for appeal shall be made by the family by communicating that request in writing directly to the INS. The family must provide the responsible entity with a copy of the written request for appeal and proof of mailing. For good cause shown, the responsible entity shall grant the family an extension of the time within which to request an appeal.
2. Documentation to be submitted as part of the appeal to INS. The family shall forward to the designated INS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the INS document verification request form G-845S (used to process the secondary verification request) or such other form specified by the INS to record immigration status verification results. The PHA will provide the family a copy of the G-845S which documents the ineligible status of a family member.
3. Decision by INS
 - a. When the decision will be issued. The INS will issue to the family, with a copy to the responsible entity, a decision within thirty (30) days of the receipt of documentation concerning the family's appeal of the verification of immigration status. If, for any reason, the INS is unable to issue a decision within the thirty (30)-day time period, the INS will inform the family and the responsible entity of the reasons for the delay.

b. Notification of the INS decision and of informal hearing procedures. When the PHA receives a copy of the INS decision, the PHA shall notify the family of its right to request an informal hearing on the PHA's ineligibility determination in accordance with the informal hearing procedures previously noted, if the family has not been admitted. If the family has been admitted, pending all appeals, the grievance procedure will be used for the appeals process.

4. There will be no delay, denial or termination of assistance until completion of INS appeal process and PHA appeal of a family member's ineligible status is completed.

E. Individuals who contend not to have eligible immigration status must identify themselves to the PHA that they elect not to provide documentation of eligible immigration status or sign a declaration of eligible non-citizen immigration status. However, family members must identify in writing to the PHA, the family member(s) who will elect not to contend having eligible status. Family members who elect not to provide documentation concerning eligible non-citizen immigration status shall be required to comply with other requirements or assistance may be denied to the entire applicant family.

If a family member has chosen not to contend to have eligible immigration status, the PHA may admit the family under Prorated Assistance. See the section noted Prorated Assistance to determine how the family's rent will be calculated.

DECONCENTRATION AND INCOME TARGETING POLICY
(of the Public Housing Admissions and Occupancy Policy)

Sub-Title A, Section 513 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), establishes two interrelated requirements for implementation by Public Housing Authorities: (1) Economic Deconcentration of public housing developments and (2) Income Targeting to assure that families in the "extremely low" income category are proportionately represented in public housing and that pockets of poverty are reduced or eliminated. Under the deconcentration requirement, PHAs are to implement a program which provides that families with lowest incomes will be offered units in housing developments where family incomes are the highest and high-income families will be offered units in developments where family incomes are the lowest. In order to implement these new requirements the PHA must promote these provisions as policies and revise their Admission and Occupancy policies and procedures to comply.

Therefore, the Housing Authority of the City of Biloxi (PHA) hereby affirms its commitment to implementation of the two requirements by adopting the following policies:

A. Economic Deconcentration:

Admission and Occupancy policies are revised to include the PHA's policy of promoting economic deconcentration of its housing developments by offering low-income families, selected in accordance with applicable preferences and priorities, units in developments where family incomes are highest. Conversely, families with higher incomes will be offered units in developments with the lowest average family incomes.

Implementation of this program will require the PHA to: (1) determine and compare the relative tenant incomes of each development and the incomes of families in the census tracts in which the developments are located, and (2) consider what policies, measures or incentives are necessary to bring high-income families into low-income developments (or into developments in low-income census tracts) and low-income families into high-income developments (or into developments in high-income census tracts).

In addition, an assessment of the average family income for each development is necessary. Families will be provided with an explanation of the policy during the application/screening process and/or the occupancy orientation sessions and given opportunities to discuss the options available to them. The families will also be informed that should they choose not to accept the first unit offered under this system, their refusal will not be cause to drop their name to the bottom of the list.

Implementation may include one or more of the following options:

- Skipping families on the waiting list based on income;
- Establishing preferences for working families;
- Establish preferences for families in job training programs;
- Establish preferences for families in education or training programs;
- Marketing campaign geared toward targeting income groups for specific developments;
- Additional supportive services;
- Additional amenities for all units;
- Ceiling rents;
- Flat rents for developments and unit sizes;
- Different tenant rent percentages per development;
- Different tenant rent percentages per bedroom size;
- Saturday and evening office hours;
- Security Deposit waivers;
- Revised transfer policies;
- Site-based waiting lists;
- Mass Media advertising/Public service announcements; and
- Giveaways.

B. Income Targeting

As public housing dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998, the PHA encourages occupancy of its developments by a broad range of families with incomes up to eighty percent (80%) of the median income for the jurisdiction in which the PHA operates. At a minimum, 40% of all new admissions to public housing **on an annual basis** will be families with incomes at or below thirty percent (30%) (extremely low-income) of the area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, handicap or familial status.

The PHA may employ a system of income ranges in order to maintain a public housing resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the PHA's area of operation, and will take into account the average rent that should be received to maintain financial solvency. The selection procedures are designed so that selection of new public housing residents will bring the actual distribution of rents closer to the projected distribution of rents.

In order to implement the income targeting program, the following policy is adopted:

- ▶ The PHA may select, based on date and time of application and preferences, two (2) families in the extremely low-income category and two (2) families from the lower/very low-income category alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).
- ▶ After the minimum level is reached, all selections may be made based solely on date, time and preferences. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their placement on the waiting list.
- ▶ To the maximum extent possible, the offers will also be made to effect the PHA's policy of economic deconcentration.
- ▶ For the initial year of implementation, a pro-rated percentage of the new admissions will be calculated from April 1, 1999 through the end of the fiscal year. Following the initial implementation period, the forty percent (40%) requirement will be calculated based on new admissions for the fiscal year.
- ▶ The PHA reserves the option, at any time, to reduce the targeting requirement for public housing by no more than ten percent (10%), if it increases the target figure for its Section 8 program from the required level of seventy-five percent (75%) of annual new admissions to no more than eighty-five percent (85%) of its annual new admissions.
- ▶

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: BLOXI HOUSING AUTHORITY	Grant Type and Number Capital Fund Program Grant No: MS26P00550109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval:
--	--	--

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	Original	Total Estimated Cost		Obligated	Total Actual Cost ¹
			Revised ²	Final Performance and Evaluation Report		
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³	\$156,386.00				
3	1408 Management Improvements	\$156,386.00				
4	1410 Administration (may not exceed 10% of line 21)	\$78,193.00				
5	1411 Audit	\$3,000.00				
6	1415 Liquidated Damages					
7	1430 Fees and Costs	\$5,000.00				
8	1440 Site Acquisition					
9	1450 Site Improvement	\$73,000.00				
10	1460 Dwelling Structures	\$185,368.00				
11	1465.1 Dwelling Equipment—Nonexpendable	\$45,600.00				
12	1470 Non-dwelling Structures	\$30,000.00				
13	1475 Non-dwelling Equipment	\$9,000.00				
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	\$40,000.00				
17	1499 Development Activities ⁴					

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
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Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	\$781,933.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	\$20,000.00			
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	\$120,618.67			
Signature of Executive Director <i>Bobby Hankley</i>		Date	Signature of Public Housing Director		Date
		10/23/09			

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

**BILOXI HOUSING AUTHORITY'S
PUBLIC HEARING
SIGN-IN SHEET
OCTOBER 5, 2009
4:00 PM**

Name - Please Print	Address	Company
1. <i>Dir Masly</i>		<i>BHA</i>
2. <i>Anter McClure</i>		<i>BHA</i>
3. <i>Jennifer Windom</i>		<i>BHA</i>
4. <i>Raymond C. Ludwig Jr</i>		<i>BHA</i>
5. <i>Joe Kelly</i>		<i>BHA</i>
6. <i>Bobby Hawley</i>		<i>BHA</i>
7. <i>Ronda Renfroe</i>		<i>BHA</i>
8. <i>John F...</i>		<i>BHA</i>
9. <i>Cryptel Ely</i>		<i>BHA</i>
10. <i>Charles S...</i>		<i>BHA</i>
11. <i>MTA...</i>		<i>BHA</i>
12. _____		
13. _____		
14. _____		
15. _____		
16. _____		

**BILOXI HOUSING AUTHORITY'S PUBLIC HEARING
ON MONDAY, OCTOBER 5, 2009
AT 4:00 PM
2010-2014 5 YEAR PLAN & ANNUAL PLAN**

AGENDA

Call meeting to order	Diane Mosby
Welcome	Bobby Hensley
Introductions	Diane Mosby
A. BHA Staff	
B. Resident Officers/ Representatives	

Discussion of Annual Plan

Questions & Answers

Resident Comments

Adjourned

BILOXI HOUSING AUTHORITY
ANNUAL PLAN 2010 PUBLIC HEARING
BEATRICE BROWN COMMUNITY CENTER
OCTOBER 5, 2009 AT 4:00PM

Meeting was called to order and those present were recorded as follows:

PRESENT: Bobby Hensley, Jennifer Windom, Lee Nethery, Hunter McClure, Ray Guidry,
Monty Livingston, Helen Werby, Tom Noland, John Faulk, Diane Mosley, Jack Hillensbeck

There being no public in attendance and no questions the meeting was adjourned.

Biloxi Housing Authority City Wide Resident Board Meeting



Date: Tues., September 1, 2009

Location: Bea Brown Community Center
Oakwood Village

CITY WIDE RESIDENT MEETING



Attention: All Resident Council Board Members

Re: Discussion of BHA'S Annual Plan
Resident Participation

It is time for all members of the Resident Advisory Board members and other residents to meet and provide input into the Biloxi Housing Authority's Annual Plan. This is the first Resident Advisory Board meeting this year. The meeting will be held at the Beatrice S. Brown Community Center on Tuesday, September 1, 2009 at 2:00 o'clock in the afternoon.

Transportation will be provided if someone need a ride to the center. Please contact Bea Brown at (228) 374-7771 Extension 251 by Monday afternoon, no later than 2:30. Refreshments will be provided. We look forward to seeing you again. We need your support.

Please contact Ms Brown if you are not able to attend because we would like to have a representative from all Housing Authority's complexes in attendance.

**Biloxi Housing Authority's City Wide Board
Meeting
September 1, 2009 2:00 p.m.
Beatrice S. Brown Community Center
AGENDA**



Call Meeting to Order

Kay McGhee, President

Prayer

Michelle Lee, Bayview Place

Welcome

Fern Collver, Vice President

Introductions

Beatrice Brown, Resident Outreach

- A. Resident Officers/Representatives
- B. BHA Staff

Discussion of Annual Plan

**Diane Mosby, Agency Plan
Monty Livingston, Safety
John Faulk, Capital Fund Program
Bea Brown, Community Outreach**

Questions & Answers

RESIDENT COMMENTS

ADJOURNED

**Biloxi Housing Authority's
City Wide Resident Board
Sign-in Sheet
September 1, 2009**

RESIDENTS NAME AND ADDRESS

1. Madelene Coleman - Cadet Point # 1107
2. Mary Baker, Gulf Shore Villa
3. Michelle
4. Reed
5. Ernestine Pope COVENANT 50 DR # 21
6. Janet Verett 1670 Perry Dr
7. Carol Kay McShee, Fernwood Apts # 9
8. Fern Collier Fernwood # 10
9. Roberta Hughes, Gulf Shore Villa 4D
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Biloxi Housing Authority's
City Wide Resident Board Meeting
Sign-In Sheet
September 1, 2009

BHA'S STAFF SIGN IN SHEET

1. DIANE MOSBY
2. John Faulk
3. Monique Young
4. Doretha Denard
5. Loan Duong
6. Beatrice Brown
7. Monty Livingston
- 8.
- 9.
- 10.



Biloxi Housing Authority

Biloxi, MS

September 1, 2009

City Wide Board Meeting of the Biloxi Housing Authority Resident Council

Meeting Start: 2:00 p.m.

Meeting End: 4:00 p.m.

Staff: Seven Members Present

Council members: Eight Residents Present

The meeting was opened by Kay McGhee, president, and called to order. Michelle Reed led members in a prayer. Fern Colliver, vice president, provided the welcome. Introductions of all who were present were begun by Fern Colliver and ended by Beatrice Brown. Monique Young took the minutes of the meeting.

*Please note: The actual questions and answers are placed in quotations. Names of the persons speaking are highlighted in bold face.

Discussion of the Annual Plan- Diane Mosby: The agency plan book depicts projects over the next five years. Resident council members have reviewed these plan books and are encouraged to ask questions. John Franks will address construction ventures, while Monty Livingston will address security measures.

Security- Monty Livingston: Security will be upgraded with officers possibly living on site at some properties. Bay View Place will organize a neighborhood watch. Police will collaborate with the residents for the R.U.O.K. program, ensuring residents' health and safety.

Question-**Michelle Reed:** "I am concerned about the theft of property from my neighbor's porch. Also what is being done to recognize those who report questionable transactions in our neighborhood? How will the neighborhood watch be formed?"

Answer -**Monty Livingston:** "If any resident sees crime being committed, please call your local police department. Our security does not maintain jurisdiction of some property's streets and these areas will have to have police intervention. Residents are also encouraged to inform me if they suspect crime in there area. However for immediate threats please call police officers. BHA security is still small in size because of the lack of funds at this time, but an increase may be done in the future. As far as the Neighborhood Watch Program, resident council members will decide the best format once the committee is formed and resident's have their first meeting."

Question-**Mattie Coleman**: "How are neighborhood watches formed? Since each place is different, what is the extent of security assignment? What merits a guard being implemented on weekends or on sites?"

Answer -**Monty Livingston**: "I am aware of crime in our areas by the use of crime mapping in conjunction with the Biloxi Police Department to determine the areas of need in our communities. Funding is an issue for an increase in security."

Diane Mosby: "Some security measures we encourage residents to use are outside lighting, ensuring fenced areas are closed, and doors locked."

Question -**Fern Colliver**: "Who is responsible for outside lighting? There is a large light pole outside that is out? Who do we call?"

John Faulk: "Call maintenance if you see any outages. They can determine if they need to fix or replace bulbs, or if Ms Power needs to be contacted. If it's not us we will contact the proper people for the repairs. Please submit work orders for individual problems you may have."

*Lighting concerns are an issue for resident members.

Question -**Michelle Reed**: "Is there anyway to implement security scanners or cameras in the complexes?"

Answer -**Monty Livingston**: "Manpower would be necessary to provide surveillance. The complex of Bay View Place is a large one and also, again, BHA has no jurisdiction of the streets of that site or Suncoast Villa. Please inform police."

John Faulk: "Every property has a budget that maybe allocated for safety at each site. Check with your representatives for ways to use funding."

Question -**Mattie Coleman**: "Problems are prevalent at Cadet Point with outside doors. Cameras are needed to survey, and catch those who prop doors at this location."

Answer -**Monty Livingston**: "We are looking to install a camera system, which may cost about \$10K to \$15K, and hope this may help the problem. Until then residents are encouraged to report violators who commit infractions to minimize the problems. These camera systems would have to be approved by the parent company, Pinnacle, and BHA."

Construction- John Faulk: The following is a listing of projects for our five year plan. These are the larger projects. Some are ongoing; other items are multifunded by CFP, ARRA, and MDA. All monies are received and allocated for the following year, so if funds are distributed in 2008, they will be spent in 2009.

- **CFP08 --Fernwood**-in the middle of a bond company takeover to complete a previous project. MATCO was the previous contractor. Their contract failed because the company went bankrupt. The bonding company, which is an insurance company, needs someone to finish the job. We are fighting a takeover letter currently, because it will restrict our influence over what procedures would take place on the property. We are looking at an October start date to complete the job.

Fern Colliver: "I agree the project needs to be completed. We as residents are concerned over the final things being completed."

Roberta Hughes: "We are pleased with the remodeling that has been accomplished at Gulf Shores Villa!"

- **John Faulk: CFP08---Suncoast Villa-**The siding project to replace siding with hardy board is still on its way. There was a delay in receiving the energy efficient window replacements. They were delivered on August 31st, 2009. Thursday there will be a meeting with the town home residents to discuss how the process will take place.
- **Gulf Shores Villa-** This sites renovation is being funded under an MDA grant. Emergency problems were done in the first phase, and the second phase will began soon. John will attend the next resident council meeting to address further modifications with the residents.

Question-**Mary Baker:** "Rodents are being observed on the site. How do we address that problem? This is an issue at this site."

Mary Baker: "I have reason to believe there is a nest at the end of my residency."

Answer- **John Faulk:** "Call in a work order for pest control by maintenance. There may be a pest problem."

- **CFP09—Suncoast Villa-**Paying for the remaining Suncoast improvements will be paid from CFP09 funding. Duplexes will be remodeled by replacing bottom siding panels with hardy board. They have been damaged by weather and landscaping (weed eaters and such items). The ARRA grant will modify 40 units and rehab them totally. Appliances will be replaced for modernization. There will be a total of 44 units done initially. BHA purchased the units 1601 & 1603 at the Perry drive entrance, and parking lots must be poured for those units. An administration office will have to be done so managers can operate from their sites.
- **Bayview Place-** This site operates with funds from Pinnacle and rental payments.
Mattie Coleman: "Who chooses the appliances for the Gulf Shores Villa site? The choices are poor, and the machines are inoperable. They often take money. The residents are displeased with the services for laundry"
John Faulk: "Space is leased for washers and dryers. Pinnacle Management leases and funds the laundry services. Residents should inform their resident council and the appropriate management about this problem."

Question-**Michelle Reed:** "Appliances need to be accessible for the handicapped as well. They have stoves that do not have lighting which makes it hard to see since I am legally blind. Also there are porches that need to be cleaned as there is Katrina debris still on the outside of the units. I am suggesting that this cleaning be done."

Answer-**John Faulk:** The North side properties were still under contract so they were cleaned as a part of that contract after buildings were redone due to the hurricane. The South side properties were not under contract and initially the cleaning was being done with a power washer, but the machine broke. The interiors were done only due to funding and the outside of units need exterior renovations. This will be addressed soon, but we are waiting the funding for it."

Question-**Michelle Reed:** "Will Bayview Place get storm doors or screen doors added to the units?"

Answer- **John Faulk:** "Screen doors are counted as an extra entry during inspections. These newer developments will not have screen doors, as they cost a lot for repair as

well. The architects for the design did not want to include them for Hope Six (Bayview Place).

- **CFP10-John Faulk**-Suncoast Villa phase two will encompass four more units for rehab. There will be four a year project for this site until the job is complete. This will include appliances as well.
- **Bayview Place**- This site will be improved for parking development, which entails exteriors, grounds, meter covers, etc...
- **Fernwood**- This site will complete the phase for window replacement using double hung windows. Appliances will be replaced.
- **Covenant Square**- The parking lot needs to be redone and striped, as well as the curbing done.

Question-**Monique Young**: "Is it possible to have volunteer groups assist with the projects as they did in 2006 with Americorps."

Answer: **Beatrice Brown**: "The only reason we had the Americorps program was because of a grant project with Meridian Housing Authority."

John Faulk: I think that volunteer's main focus right now is to help city residents with their renovations right now. If they ever solicit us for a project like that we may consider."

- **CFP11-John Faulk**- Suncoast Villa phase two will encompass four more units for rehab. There will be four a year project for this site until the job is complete. This will include appliances as well.
- **Gulf Shores Villa**- Parking, side walks, handicapped ramps, and curbing will be done with MDA funding. Also making the building more handicapped accessible for residents.

Question-**Mary Baker**: "How can we have garbage disposals installed at our sites?"

Answer-**John Faulk**: "That would be a change in building designs for that site. The matter would have to be discussed with your Resident Council. Priorities are done first and then wants are addressed."

Question- **Mattie Coleman**: "Who checks on the landscapers? We are displeased with the flower beds and lawn service."

Answer- **John Faulk**: "I check on the landscapers. Their only contract is to cut grass and trim. Flower beds are not included. Contact your manager first if you see any hazards then contact me. You should always notify your manager first however."

- **CFP 12-John Faulk**- Suncoast will still have four more units rehabilitated. It will take four years to renovate the windows completely. Suncoast town homes will be rehabilitated with HVAC units being replaced with heat pumps. Fernwood will be in phase two.
- ***Beatrice Brown interjects at this time***- The CFP 13 and 14 is located in the manual of the PHA plan 5 2010-2014 hand book. A complete listing of the projects is listed there and we need to cover more in this allotted time of this meeting.

John Faulk- There will be agency wide site work happening. Keep in mind money can be given for necessities, so funds may be used for important matters if needed. The ARRA (American revitalization Reinvestment Act) received 1.4 million dollars for stimulus plan in the state of Mississippi. This money has to be spent quickly. Suncoast's project of the 40 units is a part of that stimulus and

costs over \$900K. Replacement of flooring and relocate hot water heaters to individual cabinets. Fernwood HVAC replacement will continue along with hot water heaters, condensers, and air handlers.

Agency Plan-Diane Mosby-It is important to inform every resident of our goals and objectives. Priority for necessities must come first. Health and safety must come first. \$643K is allocated a year for improvements. We must inquire from residents to provide feedback on things we have accomplished so far. Problems are dealt with in order of importance. Work will be done gradually. If we fail HUD requirements, then we lose money. Residents input are necessary. Inspections do weigh in on improvements that must be made as well. Our actions are monitored by HUD, but health and safety comes first. The importance of this meeting is to inform residents of money allocations.

Question-Fern Colliver: "What about the properties of Beauvoir and Back Bay place? Will the money from the selling of those properties come back to Biloxi Housing Authority?"

Answer-Diane Mosby: "Money is put back into the BHA accounts from the resale of land to prospective buyers. The key of the meeting is to make sure representatives understand context. Each unit cost between \$21K and \$40K for rehab. Rent payments and structure changes are eminent. Input is considered when making decisions. Concerns from all sites will be addressed. Beatrice Brown will be retiring at the end of this month, and I would like you all to know that I will continue to work with the residents. I will deal with concerns and council meetings, and act as a liaison between BHA and residents.

Question- Mattie Coleman: "If you have money and do not know what to do with it, it will do no good. Some of the materials used are inferior. Repairs and money costs are futile unless the facilities can be maintained. Laundry service at Cadet Point is horrible. New appliances need to be explained to tenants who do not speak English as their language. The language needs to be translated for Vietnamese residents and foreign residents. New residents need to be explained how to operate machines if they are not educated. Can we have signs translated?"

Answer-Diane Mosby: "Documents have been translated into foreign languages. We would be happy to look into translating other documents as well."

Reply-Mattie Coleman: "I would like to fax documents that need to be translated for the current tenants"

BHA Community Outreach Program- Beatrice Brown: Changes will be happening soon. Resident council members should remain active. BHA can not function without representatives input. Meetings must continue. McDonnell Square Apartments and Oakwood Village are the only complexes not represented at this meeting. I would like to announce the representatives for each site as follows:

1. **Bayview Place -Michelle Reed (Representative)/ Monique Young (Subordinate)**
2. **Gulf Shores Villa-Roberta Hughes (Representative)/Mary Baker (Subordinate)**

3. **Fernwood- Kay McGhee (Representative)/ Fern Colliver (Subordinate)**
4. **Covenant Square- Earnestine Pope (Representative)**
5. **Suncoast Villa-Pamela Verette (Representative)**
6. **Cadet Point- Mattie Coleman (Representative)**

This is as of the current meeting

Beatrice Brown- Attachment 9 is a working agreement between domestic violence association and BHA. A sustainability plan is being constructed at this time. Gulf Coast Community Action is operating with us to provide residents assistance. 150 residents were helped last year. We anticipate 850 will be helped this year. Telephone numbers for resources will continue to be distributed to residents in need by helping organizations.

Question- **Fern Colliver:** "When will there be an election of new council members?"

Answer-**Beatrice Brown:** "When agency planning is done then officers will be elected."

Mary Baker: "Callers are not being answered when they try to reach representatives of the Housing Authority."

Question-**Pamela Verette:** "I have noticed the crime in my site. Will there be security at Suncoast Villa?"

Answer- **John Faulk:** "All sites have the same level of security at this time. If you need help in an emergency, please call local authorities."

Kay McGhee- asked if everyone had an understanding of the meeting agenda and items discussed. All parties were consensual and agreed that they understood the agency plans. The meeting was adjourned at 3:45 p.m.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> B a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> A a. bid/offer/application b. initial award c. post-award	3. Report Type: <input checked="" type="checkbox"/> A a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 781,933	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Bobby Hensley</u> Print Name: <u>Bobby Hensley</u> Title: <u>Executive Director</u> Telephone No.: <u>228-374-7771</u> Date: <u>10/13/09</u>	
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

ATTACHMENT 13: C

Applicant Name

Biloxi Housing Authority

Program/Activity Receiving Federal Grant Funding

PHA Five (5) Year Plan for FY 2010-2014 and Annual Plan for 2010/Capital Funds/Hope VI/ROSS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

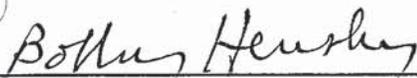
Name of Authorized Official

Bobby Hensley

Title

Executive Director

Signature



Date (mm/dd/yyyy)

10/13/09

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

ATTACHMENT 13: B

Applicant Name

Biloxi Housing Authority

Program/Activity Receiving Federal Grant Funding

Five Year (5) and Annual Plan for FY beginning 01/01/10

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

See attached sheets

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Bobby Hensley

Title

Executive Director

Signature

X *Bobby Hensley*

Date

10/13/09

RESOLUTION 0809-030

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 4/30/2011
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**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 01/01/2010, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Biloxi Housing Authority

MS005

PHA Name

PHA Number/HA Code

x 5-Year PHA Plan for Fiscal Years 20¹⁰ - 20¹⁴

x Annual PHA Plan for Fiscal Years 20¹⁰ - 20¹¹

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Bobby Hensley	Executive Director
Signature	Date
	8/27/09

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, A. J. Holloway the Mayor, City of Biloxi, Mississippi certify that the Five Year and
Annual PHA Plan of the Biloxi Housing Authority is consistent with the Consolidated Plan of
City of Biloxi, Mississippi prepared pursuant to 24 CFR Part 91.

A. J. Holloway 10-9-09

Signed / Dated by Appropriate State or Local Official

Capital Fund Program Five-Year Action Plan

Part I: Summary

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

PHA Name:

Biloxi Housing Authority

Original

Revision No. ____

Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
	CFP Grant: 2009 PHA FY: 2010	CFP Grant: 2010 PHA FY: 2011	CFP Grant: 2011 PHA FY: 2012	CFP Grant: 2012 PHA FY: 2013	CFP Grant: 2013 PHA FY: 2014
PHA-Wide	Annual Statement				
1406-Operations	156,386.00	156,386.00	156,386.00	156,386.00	156,386.00
1408-Management Improvements	156,386.00	156,386.00	156,386.00	156,386.00	156,386.00
1410-Administration	78,193.00	78,193.00	78,193.00	78,193.00	78,193.00
1411-Audit	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
1430-1450-1460-1465 Physical Improvements	58,345.00	61,345.00	82,345.00	79,345.00	79,345.00
1470-1475-Non Dwelling Structure/Equip	39,000.00	59,000.00	50,000.00	22,000.00	26,423.00
Suncoast Villa					
MS 5-12 & MS 5-131					
AMP MS005000006					
1430-1450-1460-1465 Physical Improvements	212,623.00	97,823.00	109,023.00	262,423.00	208,200.00
1495-Relocation	40,000.00	4,000.00	4,000.00	4,000.00	4,000.00
Bayview Place					
MS 5-16					
AMP MS005000008					
1430-1450-1460-1465 Physical Improvements	38,000.00	38,000.00			

Capital Fund Program Five-Year Action Plan

Part I: Summary

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

PHA Name: Biloxi Housing Authority		<input checked="" type="checkbox"/> Original <input type="checkbox"/> Revision No. ____				
Development Number/Name/HA-Wide	Year 1 CFP Grant: 2009 PHA FY: 2010	Work Statement for Year 2 CFP Grant: 2010 PHA FY: 2011	Work Statement for Year 3 CFP Grant: 2011 PHA FY: 2012	Work Statement for Year 4 CFP Grant: 2012 PHA FY: 2013	Work Statement for Year 5 CFP Grant: 2013 PHA FY: 2014	
Fernwood						
MS 5-81						
AMP MS005000004						
1430-1450-1460-1465						
Physical Improvements		122,800.00	122,600.00	15,200.00		
Gulf Shores Villas						
AMP MS005000013						
1430-1450-1460-1465						
Physical Improvements			10,000.00	5,000.00	30,000.00	
Covenant Square						
MS 5-132						
AMP MS005000007						
1430-1450-1460-1465						
Physical Improvements		5,000.00	10,000.00		40,000.00	
	781,933.00	781,933.00	781,933.00	781,933.00	781,933.00	

Capital Funds Program Five Year Action Plan
Part II: Supporting Pages--Work Activities

Activities for Year 1	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
2009	<u>PHA Wide</u>			<u>PHA Wide</u>		
Annual	1406	Operations	\$156,386.00	1406	Operations	\$156,386.00
Statement	1408	Management Improvements	\$156,386.00	1408	Management Improvements	\$156,386.00
	1410	Administration	\$78,193.00	1410	Administration	\$78,193.00
	1411	Audit	\$3,000.00	1411	Audit	\$3,000.00
	1450	Site Improvements	\$20,000.00	1450	Site Improvements	\$41,000.00
	1460	Dwelling Structure Improvements	\$31,345.00	1460	Dwelling Structure Improvements	\$31,345.00
	1465	Dwelling Equipment	\$10,000.00	1465	Dwelling Equipment	\$10,000.00
	1470	NonDwelling Structures	\$34,000.00	1470	NonDwelling Structures	\$25,000.00
		Office/Maintenance/Comm Ctr			Office/Maintenance/Comm Ctr	
	1475	NonDwelling Equipment	\$25,000.00	1475	NonDwelling Equipment	\$25,000.00
		Vehicles/Maintenance Equip/Computers			Vehicles/Maintenance Equip/Computers	
	Suncoast Villa MS 5-12	AMP MS005000006		Suncoast Villa MS 5-12	AMP MS005000006	
	1430	Fees & Costs	\$4,623.00	1430	Fees & Costs	\$5,823.00
	1450	Site Improvement	\$0.00	1450	Site Improvement-Parking Lot	\$10,000.00
	1460	Dwelling Structures	\$90,000.00	1460	Dwelling Structures	\$90,000.00
		Phased Mod -Duplex Side			Phased Mod -Duplex Side	
	1465	Dwelling Equipment	\$3,200.00	1465	Dwelling Equipment	\$3,200.00
	1495	Relocation	\$4,000.00	1495	Relocation	\$4,000.00
	Bayview Place MS 5-16	AMP MS005000008		Gulf Shores Villa	AMP MS005000011	
	1450	Site Improvement-park for ACC	\$38,000.00	1450	Site Improvement-Landscaping	\$10,000.00
	Fernwood MS 5-81	AMP MS005000004		Fernwood MS 5-81	AMP MS005000004	
	1430	Fees & Costs-Window Replcmt	\$10,000.00	1430	Fees & Costs-Window Replcmt	\$0.00
	1450	Site Improvement	\$0.00	1450	Site Improvement-Landscaping	\$5,000.00
	1460	Dwelling Struct-Window Replcmt	\$100,000.00	1460	Dwelling Struct-Window Replcmt	\$100,000.00
	1465	Dwelling Equipment	\$12,800.00	1465	Dwelling Equipment	\$17,600.00
	Covenant Sq MS 5-132	AMP MS005000007		Covenant Sq MS 5-132	AMP MS005000007	
	1450	Site Improvement-Parking Lot	\$5,000.00	1450	Site Improvement-Landscape Repa	\$10,000.00
		Total CFP Estimated Cost -	\$781,933.00		Total CFP Estimated Cost -	781,933.00

Activities for Year: 2

CFP Grant: 2010

PHA FY: 2011

Activities for Year: 3

CFP Grant: 2011

PHA FY: 2012

