



PHILADELPHIA HOUSING AUTHORITY BOARD OF COMMISSIONERS MEETING MINUTES
Thursday, July 16, 2015, 3 p.m., at the John F. Street Center, 1100 Poplar St., Philadelphia, PA
19123

The regular meeting of the Philadelphia Housing Authority (“PHA”) Board of Commissioners was brought to order at approximately 3:00 p.m. by the Chair, Lynette Brown-Sow. Vice-Chair Wetzel and Commissioners Callahan, Camarda, Coney, and Danzy were also in attendance, as well as President & CEO, Kelvin Jeremiah (“CEO Jeremiah”), and Board Secretary and General Counsel, Barbara Adams.

CEO Jeremiah reviewed the procedure for public comment at the Board meeting and then noted that groundbreaking for the beautiful new Oakdale Apartments was this week and the World Changers volunteers again participated to work at PHA, for the third year, thanks to the coordination of Commissioner Camarda. Their efforts are greatly appreciated. The Resident Spotlight for this month was announced as being focused on the fifty-five resident scholarship awardees who are being recognized at this meeting and who were in attendance.

The Chair then inquired whether there were any corrections or amendments to the minutes of the Board Meeting of June 18, 2015. Hearing none, the minutes were accepted as submitted.

Before proceeding to consideration of the resolutions, the scholarship awards from PhillySEEDS, Inc. and PHA were individually presented to the recipients, in the total amount of two hundred nineteen thousand dollars (\$219,000.00). Congratulations and applause were also given to the awardees.

Thereafter, beginning at 3:30 p.m., twelve resolutions were presented, all of which were unanimously approved.

Resolution 11792 and 11793, attached in Appendix 1, were presented by Joanne R. Strauss, Executive Vice President - Human Resources, to authorize PHA to approve a Collective Bargaining Agreement between PHA and District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2187 (Resolution 11792) and Local 2186 (Resolution 11793). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second and Commissioner Callahan noting that the Finance Committee recommended approval, there was an opportunity for public comment, of which there was none. The motion was unanimously approved.

Resolution 11794, attached in Appendix 1, was presented by Dave Walsh, Executive Vice President – Supply Chain Management (“EVP – SCM”), to authorize PHA to issue a task order to McKissack Construction Group, LLC, under its existing large construction management contract with PHA, for construction management services for West Park Apartments elevator replacement. The total amount of this task order is not to exceed eight million four hundred sixty-four thousand six hundred seventy-five dollars (\$8,464,675.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second and Commissioner Callahan noting that the Finance Committee recommended approval, there was an opportunity for public comment, of which there was none. The motion was unanimously approved.

Resolution 11795, attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to contract with Clemmer Moving and Storage, Inc. for off-site record retention and storage services, in a total amount, if all options are exercised, not to exceed one hundred eighty-one thousand eighty dollars (\$181,080.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second and the opportunity for discussion and public comment, of which there was none, the motion was unanimously approved.

Resolution 11796, attached in Appendix 1, was presented by Dave Walsh, EVP-SCM, to authorize PHA to modify existing small general contractor services contracts with with DKJ Construction, Inc.; W & W Contractors, Inc.; Vellniece Construction, LLC; Holder, Inc. T/A Donovan Electric Supply and Construction; Nesmith and Company, Inc.; and Townes Mechanical Contractors, Inc. for maintenance-related work, to remove the per year limits on expenditures, so that the contracts may be used immediately for maintenance work related to the relocations of residents in the Norman Blumberg redevelopment. The performance period and the total aggregate expenditure under the contracts would not change: a one (1) year base period and two (2) one-year option periods and a total aggregate amount to be expended, including the exercise of any options, not to exceed ten million five hundred thousand dollars (\$10,500,000.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second, discussion and the opportunity for public comment, of which there was none, the motion was unanimously approved.

Resolution 11797, attached in Appendix 1, was presented by Dave Walsh, EVP – SCM, to authorize PHA to issue a task order to NobleStrategy, LLC for construction management services for selective rehabilitation and site improvements for existing Queen Lane Low Rise units. The total amount of this task order is not to exceed six hundred nine thousand four hundred ninety dollars (\$609,490.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second and the opportunity for discussion and public comment, of which there was none, the motion was unanimously approved.

Resolution 11798, attached in Appendix 1, was presented by Dave Walsh, EVP – SCM, to authorize PHA to contract for moving and eviction services with Murphy’s Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC, with the total aggregate amount to be expended under the contracts, including the exercise of any options, not to exceed five million dollars (\$5,000,000.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. Following a second, discussion and public comment as to the need to monitor the care taken of resident belongings during any transfer or storage of items, the motion was unanimously approved.

Resolution 11799, attached in Appendix 1, was presented by Dave Walsh, EVP – SCM, to authorize PHA to contract for moving and relocation services with Murphy’s Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC, with the total aggregate amount to be expended under the contracts, including the exercise of any options, not to exceed one million two hundred and fifty thousand dollars (\$1,250,000.00). Commissioner Callahan, as Chair of the Finance Committee that reviewed the resolution, moved for its approval. The Chair noted that the same considerations regarding care that were mentioned for the last resolution should also apply to this one. There being no further discussion and no public comment, the motion was unanimously approved.

Resolution 11800, attached in Appendix 1, was presented by Dave Walsh, EVP – SCM, and William Myles, Executive Vice-President - Community Operations & Resident Development (“EVP-CORD”), to authorize PHA to contract with IDAAY; Catch, Inc.; Federation of Neighborhood Centers; Boys and Girls Clubs of Philadelphia, Inc.; and The Dream Program, Inc. for year-round

youth programs. The total aggregate amount to be expended under these contracts, including the exercise of any options, is not to exceed three million seven hundred and fifty thousand dollars (\$3,750,000.00). Commissioner Coney, as Chair of the Resident Services Committee that reviewed the resolution moved for its approval. Following a second, there was discussion about the procurement process, monitoring mechanisms for the programs, the curricula to be presented, whether cultural competency was part of the evaluation criteria, and reports to be presented to the Board on the progress and success of the programs. There being no public comment, the motion was unanimously approved.

Resolution 11801, attached in Appendix 1, was presented by Michael Johns, Senior Executive Vice President – Capital Projects and Development (“Sr. EVP-Development”), to identify the addresses of an additional one-hundred fifty-five (155) properties to be acquired by PHA, in connection with PHA’s revitalization plan for the Blumberg/Sharswood neighborhood, which addresses were inadvertently not included in the listing of approximately one thousand (1,000) properties in Resolution No. 11780, as approved by the Board on May 21, 2015. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. Following a second and Vice-Chair Wetzel noting that the Policy and Planning Committee recommended approval, there was an opportunity for public comment, of which there was none. The motion was unanimously approved.

Resolution 11802, attached in Appendix 1, was presented by Michael Johns, Sr. EVP-Development, to approve awards of unit-based vouchers in accordance with RFP #P-004403 and to execute one or more contracts with the proposers or project owners subject to an aggregate limit of 150 unit-based vouchers. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. Following a second and Vice-Chair Wetzel noting that the Policy and Planning Committee recommended approval, there was an opportunity for public comment, of which there was none. The motion was unanimously approved.

At this time, while intended to have been done earlier in the meeting, the Customer Service Award for the month of July was presented to Pat Noto, Event Planner in the Communications Department, whose recognition was heartily cheered by residents and PHA staff.

The last resolution was then presented.

Resolution 11803, attached in Appendix 1, was presented by William Myles, EVP-CORD, to have the Board of Commissioner adopt a Policy regarding a smoke-free environment on PHA properties, to include public housing, administrative and scattered sites. Vice-Chair Wetzel, as Chair of the Policy and Planning Committee that reviewed the resolution, moved for its approval. Following a second, Vice-Chair Wetzel stated that the Policy was recommended for approval by the reviewing committee and that it reflected extensive work over a long time period to creatively develop an approach that reflected the concerns and involvement of residents. There being no further discussion and following one public comment, from a Ernestine Walker of the American Heart Association in support of the resolution, the motion was unanimously approved.

The public comment period was then held, beginning at 4:10 p.m.

The Chair adjourned the meeting at approximately 4:30 p.m. Sign-up sheets with the name of each member of the public who signed up to speak on specific resolutions and in the general comment period, with a designation of the topic(s) addressed by the speaker, are attached as Appendix 2.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Barbara Adams".

Barbara Adams

Secretary

Philadelphia Housing Authority

APPENDIX 1

THE PHILADELPHIA HOUSING AUTHORITY
MEETING OF THE BOARD OF COMMISSIONERS
JOHN F. STREET CENTER
1100 POPLAR ST.
PHILADELPHIA, PA 19123
THURSDAY, JULY 16, 2015, at 3 p.m.
AGENDA

- A. **Call to Order:** Lynette M. Brown-Sow, Chair of the Board of Commissioners
The Philadelphia Housing Authority Board of Commissioners
- B. **Remarks:** Lynette M. Brown-Sow, Chair of the Board of Commissioners
Kelvin A. Jeremiah, President & CEO
- C. **Approval of Minutes** of the Board Meeting held June 18, 2015, as distributed.
- D. **New Business:**
1. **RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2187**

(Joanne R. Strauss)
 2. **RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2186**

(Joanne R. Strauss)
 3. **RESOLUTION AUTHORIZING A TASK ORDER WITH MCKISSACK CONSTRUCTION GROUP, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR ELEVATOR REPLACEMENT AT WEST PARK APARTMENTS**

(Dave Walsh)
 4. **RESOLUTION AUTHORIZING A CONTRACT WITH CLEMMER MOVING AND STORAGE, INC. FOR OFF-SITE RECORD RETENTION AND STORAGE SERVICES**

(Dave Walsh)
 5. **RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH DKJ CONSTRUCTION, INC.; W & W CONTRACTORS, INC.; VELLNIECE CONSTRUCTION, LLC; HOLDER INC. T/A DONOVAN ELECTRIC SUPPLY AND CONSTRUCTION; NESMITH AND COMPANY, INC.; AND TOWNES MECHANICAL CONTRACTORS, INC. FOR SMALL GENERAL CONTRACTOR SERVICES FOR MAINTENANCE-RELATED WORK**

(Dave Walsh)

6. **RESOLUTION AUTHORIZING A TASK ORDER WITH NOBLESTRATEGY, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR QUEEN LANE LOW RISE SELECTIVE REHABILITATION AND SITE IMPROVEMENTS**

(Dave Walsh)

7. **RESOLUTION AUTHORIZING CONTRACTS WITH MURPHY'S TRANSPORTING SERVICES, INC. AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC FOR MOVING AND EVICTION SERVICES**

(Dave Walsh)

8. **RESOLUTION AUTHORIZING CONTRACTS WITH MURPHY'S TRANSPORTING SERVICES, INC. AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC FOR MOVING AND RELOCATION SERVICES**

(Dave Walsh)

9. **RESOLUTION AUTHORIZING CONTRACTS WITH IDAAY; CATCH, INC.; FEDERATION OF NEIGHBORHOOD CENTERS; BOYS AND GIRLS CLUBS OF PHILADELPHIA, INC.; AND THE DREAM PROGRAM, INC. FOR YEAR-ROUND YOUTH PROGRAMS**

(Dave Walsh)

10. **RESOLUTION AUTHORIZING THE ACQUISITION OF 155 SPECIFIC PROPERTIES RELATED TO THE BLUMBERG/SHARSWOOD REVITALIZATION PROJECT**

(Michael Johns)

11. **RESOLUTION AUTHORIZING APPROVAL OF AWARDS OF UNIT-BASED (ALSO KNOWN AS PROJECT-BASED) VOUCHERS UNDER REQUEST FOR PROPOSAL #P-004403**

(Michael Johns)

12. **RESOLUTION TO ADOPT A SMOKE-FREE POLICY FOR EXISTING AND NEW UNITS**

(William Myles)

E. Public Comment Period

RESOLUTION NO. 11792

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2187

WHEREAS, District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2187 ("District Council 47, Local 2187") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") administrative technicians, clerk typist, command center dispatchers, command center technicians, contract control specialists, customer response technicians, department staff assistants and housing and building inspectors; and

WHEREAS, District Council 47, Local 2187 represents approximately fifty-six (56) PHA employees; and

WHEREAS, the prior collective bargaining agreement between PHA and District Council 47, Local 2187 expired on March 31, 2014; and

WHEREAS, PHA and District Council 47, Local 2187 participated in good faith in extensive negotiations toward reaching a renewal Agreement; and

WHEREAS, PHA and District Council 47, Local 2187 did amicably reach an Agreement; and

WHEREAS, the terms of that Agreement are reasonable, practical and supportable from both an operational and budgetary standpoint; and

WHEREAS, Article IX, Section 901 of the Pennsylvania Employee Relations Act ("Act 195") requires that such bargaining agreement shall be reduced to writing and signed by the parties;

BE IT RESOLVED, that the Philadelphia Housing Authority's Board of Commissioners hereby approves the terms of the Memorandum of Agreement, in substantially the form attached hereto; and authorizes the President & CEO and/or his authorized designee(s) to execute and implement a renewal Collective Bargaining Agreement consistent with those terms.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION FOR COLLECTIVE BARGAINING AGREEMENT FOR LOCAL 2187, FOR DISTRICT COUNCIL 47, AFL-CIO

MEMORANDUM OF AGREEMENT

WHEREAS, the PHILADELPHIA HOUSING AUTHORITY ("PHA") and DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2187 (the "UNION") are parties to a Master Collective Bargaining Agreement (the "Master Agreement") dated April 1, 1999; and,

WHEREAS, the Master Agreement expired on March 31, 2002; and

WHEREAS, since the Master Agreement's expiration the parties have negotiated several Memorandums of Agreement ("MOA") which have amended the terms of the Master Agreement and formed the parties Collective Bargaining Agreement; and,

WHEREAS, the parties most recent Collective Bargaining Agreement expired on March 31, 2014; and

WHEREAS, the parties have recently negotiated new terms to the Collective Bargaining Agreement; and,

WHEREAS, the parties desire to consolidate the new terms, MOA's and Master Agreement into a consolidated Collective Bargaining Agreement; and,

Subject to ratification by the parties, PHA and the Union, hereby agree to the following changes to the parties' current Collective Bargaining Agreement:

I. **CONSOLIDATED AGREEMENT**

The parties agree that the Collective Bargaining Agreement attached hereto shall be the parties' official consolidated Collective Bargaining Agreement.

II. **TERM, WAGES & BENEFITS**

1). **Term:**

The term of the Agreement shall be five (5) years beginning April 1, 2014 and expiring on March 31, 2019.

2). **Wages:**

Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

(a) Effective upon the first pay period following ratification of this Agreement the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour retroactive to April 1, 2014.

(b) Effective April 1, 2015 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(c) Effective April 1, 2016 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(d) Effective April 1, 2017 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(e) Effective April 1, 2018 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

3). **Health and Welfare:**

Effective April 1, 2014, a bargaining unit member's premium contribution for the Keystone Health Care Plan East 5, shall be ten percent (10%) of the cost of the total premium for the medical and prescription plans.

Employees selecting Personal Choice shall continue to pay towards the cost of the premium at a rate of up to 20% of the cost of the premium for the level of medical and prescription coverage selected.

A bargaining unit member's monthly premium contribution under any of the offered Plans, shall be deducted proportionately each paycheck.

PHA reserves the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier.

PHA reserves the right to reopen the Collective Bargaining Agreement in 2017 in order to address and renegotiate any issues raised under the Affordable Care Act.

II. ARTICLE REVISIONS

1). Article 2 – Preamble:

- The parties agree to delete the second paragraph of Article 2 in its entirety.

~~It is recognized by the parties that the bargaining unit subject to this Agreement includes two distinct groups of positions, one group consisting of positions located in the regular operating departments of the Authority and the other group consisting of positions located in the Community Resource Development & Social Services Department (formerly Resident Affairs Department). Because of the different manner in which the Community Resource Development & Social Services Department is statutorily regulated, funded and operated as compared to the other departments of the Authority, certain provisions of this Agreement will apply to, apply in a different manner, or exclude entirely the Community Resource Development & Social Services Department employees.~~

2). Article 3 - Recognition of Union

- The parties agree to add the following language to Article 3:

The Union shall have the use of portions of specific bulletin boards at all work locations for the posting of notices concerning Union business or general interest of its members. Such notices may be posted subject to the approval of the Executive Vice President of Human Resources.

- The parties agree to delete the title of “Day Care Family Worker III” from the third paragraph in Article 3.

The parties have agreed that the following classifications of employees should be included in the existing bargaining unit: Resident Lobby Monitors, ~~Day Care Family Worker III~~, Housing Rehabilitation Specialist II, and Computer Technician.

3). Article 6, Section C and Section G – Union Security/Dues Deduction

- The parties agree to revise Article 6, Section C to read as follows.

C. Each Employee and the Union hereby authorize the Authority to rely upon and honor certifications by the Treasurer of the Union regarding the amount to be deducted as Union dues, initiations, and assessments. The Union shall notify the Authority of any changes within fifteen (15) days of such change.

- The parties agree to revise Article 6, Section G to read as follows:

G) The PHA agrees to allow voluntary contributions by bargaining unit members to the AFSCME PEOPLE committee. Such contributions shall be made through a regular payroll deduction from the bargaining unit employee paycheck.

All contributions will be electronically forwarded monthly by the Authority to the AFSCME PEOPLE Treasurer and the Authority will provide to the AFSCME PEOPLE Treasurer and District Council 47 a monthly electronic reporting of such contributions which will include the bargaining unit employees making such contribution and the amounts.

The Union acknowledges that these contributions are voluntary and not required as a condition of membership in any organization or as a condition of employment. Bargaining unit members may revoke their authorization to contribute at any time by giving written notice to the Authority and the Union.

4). Article 9 - Grievance Procedure

- The parties agree to replace the title “Director of Human Resources” with the title Executive Vice President of Human Resources in Article 9.

5). Article 12 – Performance Evaluation

- The parties agree to increase the time period that unsatisfactory performance evaluations can remain in effect to eighteen (18) months.

6). Article 15, Section E – Overtime

- The parties agree to revise Section E to read as follows:

When the President & CEO declares that the entire Authority shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular days pay that employees receive though not reporting to work due to the emergency, employees who are called in (or who report and are authorized to work) shall be compensated at one and one-half times their regular rate of pay for all hours actually worked. Employees compensated under this provision shall be assured at least four (4) hours of this additional compensation. Essential personnel who are required to work shall be compensated for the completion of their shift at time and ½ of their hourly rate for all hours worked during an emergency called by the President & CEO.

7). Article 16, Section H - Wages

- The parties agree to revise Section H to read as follows:

H. All Union employees will receive their weekly paychecks via direct deposit.

8). Article 18 - Medical Insurance

- The parties agree to revise Section A to read as follows:

A. Each permanent, full-time employee in the bargaining unit shall be entitled to health insurance coverage including family coverage for his/her spouse and dependent children (up to 26 years of age) under one of the following health insurance plans:

1. Independence Blue Cross Personal Choice
2. Keystone Health Plan East

9). Article 19 - Life Insurance

- The parties agree to add Section C to Article 19 which shall read as follows:

C. This benefit shall be taxable to the bargaining unit member.

10). Article 29 - Sick Leave

- The parties agree to revise Article 29 to read as follows:

~~C. When an employee reports to work and becomes ill and leaves prior to his/her lunch break, he/she shall be charged for only one half (1/2) of a sick day. In the event an employee becomes ill and has to leave after his/her lunch break, he/she shall be charged sick leave on a one-half (1/2) hour for one-half (1/2) hour basis.~~

- The parties agree to delete Article 29, Section E in its entirety.

~~E. An employee who is incapacitated as a result of pregnancy will be permitted to use accumulated sick leave as indicated below:~~

~~1. An employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy, will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury.~~

~~2. In the period prior to delivery, sick leave may be used upon the written recommendation of the employee's doctor that the employee can no longer work for pregnancy-related reasons.~~

~~3. Without additional medical justification, sick leave may be used from the time of delivery forward for a period of four (4) calendar weeks.~~

~~4. Additional sick leave may be utilized beyond the four week post-partum period when medically-certified by an employee's physician.~~

11). Article 35 - Medical Leave of Absence

- Delete Article 35, Section E in its entirety.

~~E. Pregnancy is defined as a temporary, physical disability. The Authority may require an employee to stop work at any time the employee's condition interferes with the performance of her duties. An employee who is pregnant must be physically incapable of performing her duties before the birth of her child and/or after the birth of her child in order to be entitled to take a medical leave of absence or utilize sick leave.~~

~~1. A physician's certification will also be required, as aforesaid in the case of all employees who request a medical leave of absence due to pregnancy.~~

~~2. The Authority will assume that an employee continues to be medically disabled for a period of 30 days following the date of delivery. Use of any available sick leave, or continued unpaid medical leave of absence will not.~~

12). Article 36 - Personal Leave Without Compensation

- The parties agree to replace the title "Executive Director" in Article 36 with the title Executive Vice President of Human Resources.

13). Article 38 - Promotions

- The parties agree to revise Article 38, Section C to read as follows:

C. All promotional opportunities for positions covered by this agreement shall be posted for at least fifteen (15) calendar days electronically on the Philadelphia Housing Authority's Portal.

14). Article 39 - Joint Labor Management Committee

- The parties agree to delete Sections A through J of Article 39.
- The parties agree to add the following language to Article 39.

The Joint Labor Management Committee (JLMC) shall consist of two representatives of the union and two members of management. The JLMC shall convene quarterly, or as necessary, and discuss topics of concern under the collective bargaining agreement.

15). Article 46 - Redesigning Government Initiative

- The parties agree to revise Article 46 to read as follows.

A. In order to promote greater labor/management cooperation the PHA and the Union agree to reconstitute the Redesigning Government Initiative ("RGI"). Through RGI, PHA and the Union desire to improve services to PHA residents, control costs of PHA services and create an avenue of communication for Union workers to be involved in discussions regarding Union covered positions.

B. The RGI Committee shall be comprised of four (4) members consisting of two (2) representatives from the Union and two (2) representatives PHA.

C. The RGI Committee, shall select up to (3) agreed upon items to discuss. Such items shall be limited to the following:

- 1) Contracting out
- 2) Review of job classification and compensation
- 3) Layoffs and employment
- 4) Review, Maintenance and or Creation of new positions

D. In continuing the RGI program both PHA and the Union shall retain all rights provided by law, regulation and the collective bargaining agreement. No matter addressed by the RGI Committee shall be subject to the grievance procedure outlined in the collective bargaining agreement.. It is

further understood that the recommendations of the RGI Committee are not binding or enforceable upon either party.

- 16). Article 47 - Resident Monitor Policy
 - The parties agree to delete Article 47 in its entirety.
- 17). Article 48 - Customer Response Technicians
 - The parties agree to delete Article 48 in its entirety.
- 18). Article 50 - Ratification and Approval
 - The parties agree to revise Article 50 to read as follows:

This Agreement is made conditioned upon the express ratification and/or approval of the membership of the Union, **and** the Board of Commissioners of the Authority, ~~and, the United States Department of Housing and Urban Development.~~

III. MISCELLANEOUS.

- 1). The Union agrees to PHA's Drug Testing Policy contained in the PHA Employee Handbook.
- 2). The Union agrees that bargaining unit members are subject to any and all rules and policies of PHA, including but not limited to those in the Employee Handbook, except where such rules or policies conflict with this Agreement.
- 3). The parties agree that Section 5.3.b of the Employee Handbook shall be revised to read as follows:
Employees will be disciplined for excessive absences unless such absence unless the absence is covered by the Family Medical Leave Act.
Excessive absences are defined as, but not limited to;
 - An established pattern of using sick leave in conjunction with scheduled days off or holidays.
 - Failing to report absence or late arrival within two (2) hours of the beginning of a shift without just cause or notice.

Frequent use of sick days in one or two day increments. For the purpose of this section, "frequent" is defined as sick leave usage in excess of four (4) days per quarter.

The parties agree that this revision shall only apply to District Council 47, Locals 2186 and 2187 bargaining unit members.

- 4). The parties agree that Section 5.3.d. of the Employee Handbook shall be revised to read as follows:
Late occurrences will be tracked for a period of six (6) months, twice during a calendar year (January 1 – June 30 and July 1 – December 31). Employees who accumulate six (6) occurrences in a six month period may be subject to discipline.

The parties agree that this revision shall only apply to District Council 47, Locals 2186 and 2187 bargaining unit members.

- 5). The Union agrees to Post-Accident Drug Testing.
- 6). The parties agree to change the title of the employees in the Command Center from Resident Lobby Monitors to Command Center Technicians.

[SIGNATURE LINES OMITTED]

RESOLUTION NO. 11793

RESOLUTION AUTHORIZING THE EXECUTION OF A RENEWAL COLLECTIVE BARGAINING AGREEMENT WITH DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2186

WHEREAS, District Council 47, American Federation of State, County and Municipal Employees, AFL-CIO, Local 2186 ("District Council 47, Local 2186") is the certified labor relations representative for the Philadelphia Housing Authority's ("PHA") buildings maintenance superintendents, superintendents of emergency non-routine maintenance, superintendents of emergency non-routine roofing, and utility equipment supervisors; and

WHEREAS, District Council 47, Local 2186 represents approximately 18 PHA employees; and

WHEREAS, the prior collective bargaining agreement between PHA and District Council 47, Local 2186 expired on March 31, 2014; and

WHEREAS, PHA and District Council 47, Local 2186 participated in good faith in extensive negotiations toward reaching a renewal Agreement; and

WHEREAS, PHA and District Council 47, Local 2186 did amicably reach an Agreement; and

WHEREAS, the terms of that Agreement are reasonable, practical and supportable from both an operational and budgetary standpoint; and

WHEREAS, Article IX, Section 901 of the Pennsylvania Employee Relations Act ("Act 195") requires that such bargaining agreement shall be reduced to writing and signed by the parties;

BE IT RESOLVED, that the Philadelphia Housing Authority's Board of Commissioners hereby approves the terms of the Memorandum of Agreement, in substantially the form attached hereto; and authorizes the President & CEO and/or his authorized designee(s) to execute and implement a renewal Collective Bargaining Agreement consistent with those terms.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams General Counsel
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION FOR COLLECTIVE BARGAINING AGREEMENT FOR LOCAL 2186, FOR DISTRICT COUNCIL 47, AFL-CIO

MEMORANDUM OF AGREEMENT

WHEREAS, the **PHILADELPHIA HOUSING AUTHORITY** ("PHA") and **DISTRICT COUNCIL 47, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 2186** (the "**UNION**") are parties to a Master Collective Bargaining Agreement (the "Master Agreement") dated April 1, 1999; and,

WHEREAS, the Master Agreement expired on March 31, 2002; and

WHEREAS, since the Master Agreement's expiration the parties have negotiated several Memorandums of Agreement ("MOA") which have amended the terms of the Master Agreement and formed the parties Collective Bargaining Agreement; and,

WHEREAS, the parties most recent Collective Bargaining Agreement expired on March 31, 2014; and

WHEREAS, the parties have recently negotiated new terms to the Collective Bargaining Agreement; and,

WHEREAS, the parties desire to consolidate the new terms, MOA's and Master Agreement into a consolidated Collective Bargaining Agreement; and,

Subject to ratification by the parties, PHA and the Union, hereby agree to the following changes to the parties' current Collective Bargaining Agreement:

II. **CONSOLIDATED AGREEMENT**

The parties agree that the Collective Bargaining Agreement attached hereto shall be the parties' official consolidated Collective Bargaining Agreement.

II. **TERM, WAGES & BENEFITS**

1). **Term:**

The term of the Agreement shall be five (5) years beginning April 1, 2014 and expiring on March 31, 2019.

2). **Wages:**

Bargaining unit members will receive the following wage increases throughout the term of the Agreement:

(a) Effective upon the first pay period following ratification of this Agreement the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour retroactive to April 1, 2014.

(b) Effective April 1, 2015 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(c) Effective April 1, 2016 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(d) Effective April 1, 2017 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

(e) Effective April 1, 2018 the base rate for each classification covered by the Agreement shall be increased by one dollar (\$1.00) per hour.

3). **Health and Welfare:**

Effective April 1, 2014, a bargaining unit member's premium contribution for the Keystone Health Care Plan East 5, shall be ten percent (10%) of the cost of the total premium for the medical and prescription plans.

Employees selecting Personal Choice shall continue to pay towards the cost of the premium at a rate of up to 20% of the cost of the premium for the level of medical and prescription coverage selected.

A bargaining unit member's monthly premium contribution under any of the offered Plans, shall be deducted proportionately each paycheck.

PHA reserves the right to purchase the same level of health and welfare benefits as is presently provided from a different, qualified health care carrier.

PHA reserves the right to reopen the Collective Bargaining Agreement in 2017 in order to address and renegotiate any issues raised under the Affordable Care Act.

II. ARTICLE REVISIONS

1). Article 2 – Preamble:

- The parties agree to delete the second paragraph of Article 2.

~~The provisions, practices and requirements of the Authority's Personnel Policy that apply to employees in the classifications in this unit shall continue to apply except as they may be modified herein. In the event of a conflict between the provisions of the Personnel Policy or an established practice and a provision contained herein, the provision in this Memorandum of Record shall apply.~~

2). Article 6, Section C – Union Security/Dues Deduction:

- The parties agree to revise Article 6, Section C to read as follows:

C. Each Employee and the Union hereby authorize the Authority to rely upon and honor certifications by the Treasurer of the Union regarding the amount to be deducted as Union dues, initiations, and assessments. The Union shall notify the Authority of any changes within fifteen (15) days of such change.

3). Article 8 – Union Representation

- The parties agree to revise Article 8, Section H to read as follows:

H. The Authority shall provide the Union with a copy of employment opportunity notices for bargaining unit positions at the same time as it makes general distribution of those notices on the Authority's Portal.

4). Article 9 – Grievance Procedure

- The parties agree to replace the title "Director of Human Resources" with the title Executive Vice President of Human Resources throughout Article 9.

5). Article 15 – Overtime

- The parties agree to revise Article 15, Sections A, B, C, D and E to read as follows:

A. Any time required to be worked after completion of an 8 – hour day, shall be paid in cash compensation at the rate of time and one-half of base pay.

B. Any time required to be worked on the sixth day an employee's workweek shall be paid in cash compensation at the rate of time and one-half of the base pay rate.

C. Any time worked on the seventh day of an employee's workweek shall be paid in cash compensation at the rate of double time of the base pay rate.

D. An employee who completes eight hours of work and is called back to work after leaving PHA will be guaranteed a minimum of four hours pay at time and one-half of the employee's base pay rate except that if the hours worked are immediately prior to and abut to the employees next scheduled work day, the employee shall receive time and one-half the employee's base pay rate for the time actually worked as set forth in paragraph A above.

E. When the Executive Director declares that the entire Authority shall not open for normal operations on a regularly scheduled work day due to an emergency, in addition to the regular day's pay that employees receive though not reporting to work due to an emergency, employees who are called in (or who report and are authorized to work) shall receive time and one-half their base pay rate for all hours actually worked. Employees who receive time and one-half under this provision shall be paid for at least three hours.

- The parties agree to delete Section F.

~~Any compensatory time earned by the conclusion of any pay period that results in an excess of the one hundred and twenty (120) hours permitted to be accumulated to an employee's balance under paragraph 26B shall be credited to the employee's vacation balance on a weekly basis.~~

6). Article 22 – Automobile Allowance

- The parties agree to revise Article 22 to read as follows.

A. Employees who are authorized to use their automobiles in the performance of their duties, where required by the Authority, shall be reimbursed a sum equal to the federal rate as determined by the GSA and listed at the following website: www.gsa.gov/mileage. ~~receive an allowance equal to the current IRS rate for each mile of such travel provided that the employee used the most efficient route(s) of travel in the performance of that duty. This shall not include reimbursement for travel to or from the employee's home and work unit location.~~

B. Employees who are regularly required to use their personal automobile for the performance of Authority business shall be required to provide the Authority with satisfactory proof of the appropriate levels of liability, comprehensive, and collision insurance which specifies for business use in order to be eligible for the above referenced mileage reimbursement. ~~In consideration for the possession and maintenance of said personal automobile insurance, the Authority shall provide the employee with a fifty-five (\$55) dollar per month insurance allowance. Such allowance shall be paid to eligible employees in a separate check or separately taxed in a check with wages. Regular use is understood to be use throughout each work day and at least few days each work week.~~

7). Article 29 – Sick Leave

- The parties agree to delete Article 29, Section C in its entirety.

~~C. When an employee reports to work and becomes ill and leaves prior to his/her lunch break, he/she shall be charged for only one-half (1/2) of a sick day. In the event an employee becomes ill and has to leave after his/her lunch break, he/she shall be charged sick leave on a one-half (1/2) hour for one-half (1/2) hour basis.~~

- The parties agree to delete Article 29, Section E in its entirety.

~~E. An employee who is incapacitated as a result of pregnancy will be permitted to use accumulated sick leave as indicated below:~~

~~1. An employee who, during the term of pregnancy, is incapacitated in any way as a result of the pregnancy, will be considered eligible for sick leave in the same manner as any other incapacitating illness or injury.~~

~~2. In the period prior to delivery, sick leave may be used upon the written recommendation of the employee's doctor that the employee can no longer work for pregnancy-related reasons.~~

~~3. Without additional medical justification, sick leave may be used from the time of delivery forward for a period of four (4) calendar weeks.~~

~~4. Additional sick leave may be utilized beyond the four week post partum period when medically certified by an employee's physician.~~

8). Article 33 – Medical Leave of Absence

- The parties agree to delete Article 33, Section E in its entirety.

~~E. Pregnancy is defined as a temporary, physical disability. The Authority may require an employee to stop work at any time the employee's condition interferes with the performance of her duties. An employee who is pregnant must be physically incapable of performing her duties before the birth of her child and/or after the birth of her child in order to be entitled to take a medical leave of absence or utilize sick leave.~~

~~1. A physician's certification will also be required, as aforesaid in the case of all employees who request a medical leave of absence due to pregnancy.~~

~~2. The Authority will assume that an employee continues to be medically disabled for a period of 30 days following the date of delivery. Use of any available sick leave, or continued unpaid medical leave of absence will not.~~

9). Article 34 – Personal Leave Without Compensation

- The parties agree to replace the title “Executive Director” in Article 36 with the title “Executive Vice President of Human Resources.”

10). Article 37 - Promotions

- The parties agree to revise Article 37, Section C to read as follows.

C. All promotional opportunities for positions covered by this agreement shall be posted for at least fifteen (15) calendar days electronically on the Philadelphia Housing Authority’s Portal.

11). Article 38 – Joint Labor Management Committee

- The parties agree to delete the fourth paragraph of Article 38.

~~The currently existing Labor Management Committee will meet and discuss with the appropriate PHA officials, to develop methods to reduce the average sick leave usage by bargaining unit employee. The goal of the committee will be to reduce average sick leave usage by at least 40%. The committee will discuss all options, including reducing the amount of sick leave granted to 10 days for existing employees, no pay for the first 2 days of sick leave used with cash out incentives and enhanced sick leave control mechanisms. The committee will issue its recommendation for changes to the collective bargaining agreement by March 31, 2005.~~

12). Article 42 – Direct Deposit

- The parties agree to revise Article 42 to read as follows:

~~DELETE:~~

~~PHA and the Union will attempt to arrange with its commercial bank to provide any full time PHA employee who does not currently have a checking account with a reduced fee or enhanced benefit checking account. Once this program is in place, and after notification to the Union, all employees will receive their weekly paychecks via direct deposit. If the parties cannot find an acceptable arrangement by March 31, 2005, PHA reserves the right to move to a bi-weekly pay.~~

~~ADD:~~

~~All employees shall receive their paychecks by direct deposit.~~

13). Article 43 – Overtime/Out of Class Pay

- The parties agree to delete Article 43 in its entirety.

~~The currently existing Labor Management Committee will meet to discuss with the appropriate PHA officials to determine the cause of and to make recommendations to address any problems that might exist regarding the procedures for ensuring that authorized overtime and out of class pay is included in bargaining unit members’ pay in the payroll week after the week in which the pay was earned.~~

III. MISCELLANEOUS.

1). The Union agrees to PHA’s Drug Testing Policy contained in the PHA Employee Handbook.

2). The Union agrees that bargaining unit members are subject to any and all rules and policies of PHA, including but not limited to those in the Employee Handbook, except where such rules or policies conflict with this Agreement.

3). The parties agree that Section 5.3.b of the Employee Handbook shall be revised to read as follows:
Employees will be disciplined for excessive absences unless such absence unless the absence is covered by the Family Medical Leave Act.

Excessive absences are defined as, but not limited to;

- An established pattern of using sick leave in conjunction with scheduled days off or holidays.
- Failing to report absence or late arrival within two (2) hours of the beginning of a shift without just cause or notice.

Frequent use of sick days in one or two day increments. For the purpose of this section, "frequent" is defined as sick leave usage in excess of four (4) days per quarter.

The parties agree that this revision shall only apply to District Council 47, Locals 2186 and 2187 bargaining unit members.

4). The parties agree that Section 5.3.d.of the Employee Handbook shall be revised to read as follows:

Late occurrences will be tracked for a period of six (6) months, twice during a calendar year (January 1 – June 30 and July 1 – December 31). Employees who accumulate six (6) occurrences in a six month period may be subject to discipline.

The parties agree that this revision shall only apply to District Council 47, Locals 2186 and 2187 bargaining unit members.

5). The Union agrees to Post-Accident Drug Testing.

[SIGNATURE LINES OMITTED]

RESOLUTION NO. 11794

RESOLUTION AUTHORIZING A TASK ORDER WITH MCKISSACK CONSTRUCTION GROUP, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR ELEVATOR REPLACEMENT AT WEST PARK APARTMENTS

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for construction management services for elevator replacement at West Park Apartments and a Request for Proposal was developed for the selection of a company to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was supplied to the appropriate companies among PHA's contracted vendors under the Large Construction Management Contracts; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that a contract be awarded to McKissack Construction Group, LLC; and

WHEREAS, it is further recommended that the contract be for a total amount not to exceed eight million four hundred sixty-four thousand six hundred seventy-five dollars (\$8,464,675.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute a task order with McKissack Construction Group, LLC, in a total amount not to exceed eight million four hundred sixty-four thousand six hundred seventy-five dollars (\$8,464,675.00), subject to availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11795

RESOLUTION AUTHORIZING A CONTRACT WITH CLEMMER MOVING AND STORAGE, INC. FOR OFF-SITE RECORD RETENTION AND STORAGE SERVICES

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for off-site record retention and storage services and a Request for Proposal was developed for the selection of a company to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was mailed to the appropriate companies on PHA's Outreach List and distributed to those who responded to the invitation through the publications; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that a contract be awarded to Clemmer Moving and Storage, Inc.; and

WHEREAS, it is further recommended that the contract be for a total amount not to exceed one hundred eighty-one thousand eighty dollars (\$181,080.00), with a two-year base period and three one-year option periods, as follows:

- 1) The not-to-exceed amount for the two-year base period is sixty-six thousand five hundred forty dollars (\$66,540.00);
- 2) The not-to exceed amount for the first one-year option period is thirty-five thousand six hundred fifty-six dollars (\$35,656.00);
- 3) The not-to-exceed amount for the second one-year option period is thirty-eight thousand one hundred eighty dollars (\$38,180.00); and
- 4) The not-to-exceed amount for the third one-year option period is forty thousand seven hundred four dollars (\$40,704.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with Clemmer Moving and Storage, Inc., in a total contract amount not to exceed one hundred eighty-one thousand eighty dollars (\$181,080.00), subject to availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the options available under the contract shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 2/16/15
Barbara Libras General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11796

RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH DKJ CONSTRUCTION, INC.; W & W CONTRACTORS, INC.; VELLNIECE CONSTRUCTION, LLC; HOLDER INC. T/A DONOVAN ELECTRIC SUPPLY AND CONSTRUCTION; NESMITH AND COMPANY, INC.; AND TOWNES MECHANICAL CONTRACTORS, INC. FOR SMALL GENERAL CONTRACTOR SERVICES FOR MAINTENANCE-RELATED WORK

WHEREAS, the Philadelphia Housing Authority ("PHA") had identified a need for small general contractor services and, by Resolution No. 11756, adopted on January 15, 2015, the Board of Commissioners authorized the award of contracts to DKJ Construction, Inc.; W & W Contractors, Inc.; Vellniece Construction, LLC; Holder, Inc. T/A Donovan Electric Supply and Construction; Nesmith and Company, Inc.; and Townes Mechanical Contractors, Inc.; and

WHEREAS, the contracts with the entities listed above were for a one (1) year base period with two (2) additional one-year option periods, with a limitation of expenditures, for each of the years, and with a total aggregate amount to be spent under six contracts, combined, including the exercise of any options, not to exceed ten million five hundred thousand dollars (\$10,500,000.00); and

WHEREAS, PHA is currently working on the Norman Blumberg Redevelopment, and under this redevelopment, PHA will demolish two (2) high rise buildings and fifteen (15) low-rise three-story town house buildings, that house a total of four-hundred fourteen (414) residential units; and

WHEREAS, PHA has a need to move and relocate four-hundred fourteen (414) residents and their authorized family members from the Norman Blumberg Apartments to various PHA locations, and will require immediate and extensive maintenance-related services under these contracts to make units ready for relocation; and

WHEREAS, it would be in the best interest of PHA to amend the contracts approved in Resolution No. 11756 in order to have the financial flexibility to immediately access, as needed, the total aggregate amount of funding under the contracts for the purposes related above;

BE IT RESOLVED, that the President & CEO or his authorized designee is hereby authorized to amend PHA's contracts, as entered into pursuant to Resolution No. 11756, approved by the Board of Commissioners on January 15, 2015, with DKJ Construction, Inc.; W & W Contractors, Inc.; Vellniece Construction, LLC; Holder, Inc. T/A Donovan Electric Supply and Construction; Nesmith and Company, Inc.; and Townes Mechanical Contractors, Inc., to be for the same contract period and amount as previously authorized, but without any yearly limitation on the contract expenditure amount, so that the contracts, as commenced on January 31, 2015, may continue until such time as the not-to-exceed funding limit or the end of the contract terms is reached, whichever is earlier, subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11797

RESOLUTION AUTHORIZING A TASK ORDER WITH NOBLESTRATEGY, LLC FOR CONSTRUCTION MANAGEMENT SERVICES FOR QUEEN LANE LOW RISE SELECTIVE REHABILITATION AND SITE IMPROVEMENTS

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for construction management services for selective rehabilitation and site improvements for low rise units at the Queen Lane development and a Request for Proposal was developed for the selection of a company to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was supplied to the appropriate companies among PHA's contracted vendors under the Small Construction Management contracts; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that a task order be awarded to NobleStrategy, LLC; and

WHEREAS, it is further recommended that the task order be for a total amount not to exceed six hundred nine thousand four hundred ninety dollars (\$609,490.00);

BE IT RESOLVED, that the President & CEO or his authorized designee is hereby authorized to conclude and execute a contract with NobleStrategy, LLC, in a total contract amount not to exceed six hundred nine thousand four hundred ninety dollars (\$609,490.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11798

RESOLUTION AUTHORIZING CONTRACTS WITH MURPHY'S TRANSPORTING SERVICES, INC. AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC FOR MOVING AND EVICTION SERVICES

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for moving and eviction services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that contracts be awarded to Murphy's Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC.; and

WHEREAS, work is to be assigned to each of the two (2) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered at any time during the course of this contract; and

WHEREAS, it is recommended that the aggregate amount to be expended under the two (2) contracts, combined, shall not exceed five million dollars (\$5,000,000.00) with a two-year base period and three (3) one (1) year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is two million dollars (\$2,000,000.00);
- 2) The aggregate not-to exceed amount for the first one-year option period is one million dollars (\$1,000,000.00);
- 3) The aggregate not-to exceed amount for the second one-year option period is one million dollars (\$1,000,000.00); and
- 4) The aggregate not-to exceed amount for the third one-year option period is one million dollars (\$1,000,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with Murphy's Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC for a total aggregate amount not to exceed five million dollars (\$5,000,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/13
Barbara Adams General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11799

RESOLUTION AUTHORIZING CONTRACTS WITH MURPHY'S TRANSPORTING SERVICES, INC. AND BIG BROTHER LITTLE BROTHER ENTERPRISES, LLC FOR MOVING AND RELOCATION SERVICES

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for moving and relocation services and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that contracts be awarded to Murphy's Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC.; and

WHEREAS, work is to be assigned to each of the two (2) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered at any time during the course of this contract; and

WHEREAS, it is recommended that the aggregate amount to be expended under the two (2) contracts, combined, shall not exceed one million two hundred and fifty thousand dollars (\$1,250,000.00) with a two-year base period and three (3) one (1) year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is five hundred thousand dollars (\$500,000.00);
- 2) The aggregate not-to exceed amount for the first one-year option period is two hundred fifty thousand dollars (\$250,000.00);
- 3) The aggregate not-to exceed amount for the second one-year option period is two hundred fifty thousand dollars (\$250,000.00); and
- 4) The aggregate not-to exceed amount for the third one-year option period is two hundred fifty thousand dollars (\$250,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with Murphy's Transporting Services, Inc. and Big Brother Little Brother Enterprises, LLC for a total aggregate amount not to exceed one million two hundred and fifty thousand dollars(\$1,250,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contracts, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11800

RESOLUTION AUTHORIZING CONTRACTS WITH IDAAY; CATCH, INC.; FEDERATION OF NEIGHBORHOOD CENTERS; BOYS AND GIRLS CLUBS OF PHILADELPHIA, INC.; AND THE DREAM PROGRAM, INC. FOR YEAR-ROUND YOUTH PROGRAMS

WHEREAS, the Philadelphia Housing Authority ("PHA") has identified a need for year-round youth programs and a Request for Proposal was developed for the selection of companies to address fulfilling this requirement, according to established procedures and all applicable laws regarding public contracts; and

WHEREAS, the Request for Proposal was posted on PHA's website, advertised via local publications and chambers of commerce, mailed to qualified entities on PHA's Outreach List, and distributed to those who responded to the invitation; and

WHEREAS, the proposals were reviewed and evaluated by an evaluation committee and the supporting documents were reviewed by the Contracting Officer; and

WHEREAS, based upon the consensus evaluation, it is recommended that contracts be awarded to IDAAY; Catch, Inc.; Federation of Neighborhood Centers; Boys and Girls Clubs of Philadelphia, Inc.; and The Dream Program Inc.; and

WHEREAS, work is to be assigned to each of the five (5) awardees at the discretion of the Contracting Officer based on need, performance and other legitimate business factors, and may be altered at any time during the course of this contract; and

WHEREAS, it is recommended that the aggregate amount to be expended under the five (5) contracts, combined, shall not exceed three million seven hundred and fifty thousand dollars (\$3,750,000.00) with a two-year base period and three (3) one (1) year option periods, as follows:

- 1) The aggregate not-to-exceed amount for the two-year base period is one million five hundred thousand dollars (\$1,500,000.00); and
- 2) The aggregate not-to exceed amount for the first one-year option period is seven hundred fifty thousand dollars (\$750,000.00);
- 3) The aggregate not-to exceed amount for the second one-year option period is seven hundred fifty thousand dollars (\$750,000.00);
- 4) The aggregate not-to exceed amount for the third one-year option period is seven hundred fifty thousand dollars (\$750,000.00);

BE IT RESOLVED, that the Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to conclude and execute contracts with IDAAY; Catch, Inc.; Federation of Neighborhood Centers; Boys and Girls Clubs of Philadelphia, Inc.; and The Dream Program Inc. for a total aggregate amount not to exceed three million seven hundred and fifty thousand dollars (\$3,750,000.00), subject to the availability of funds therefor, as set forth above, and to take all necessary actions relating to such contract, including determining whether the options available under the contracts shall be exercised.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11801

RESOLUTION AUTHORIZING THE ACQUISITION OF 155 SPECIFIC PROPERTIES RELATED TO THE BLUMBERG/SHARSWOOD REVITALIZATION PROJECT

WHEREAS, the Philadelphia Housing Authority ("PHA") is developing a project (the "Blumberg Project") for the revitalization of an area of Philadelphia located within the vicinity of 19th Street to the east, 27th Street to the west, South College Avenue/Poplar Street to the south and Cecil B. Moore Avenue to the north; and

WHEREAS, in order to assemble the site for the Blumberg Project, PHA entered into an interagency agreement ("Agreement") with the Philadelphia Redevelopment Authority ("PRA"), pursuant to Resolution No. 11692, approved on March 20, 2014, for the condemnation and acquisition of up to one thousand (1,000) privately-owned properties and Resolution No. 11694, approved on April 17, 2014, for the acquisition of three hundred (300) publicly-owned properties; and

WHEREAS, Resolution Nos. 11692 and 11694 authorized the number of properties to be acquired and the amounts to be expended, but did not specify the addresses of the properties; and

WHEREAS, in Board Resolution No. 11780, as approved on May 21, 2015, the properties to be acquired by condemnation for the Blumberg Project were specified to include, but not be limited to, any or all of the properties listed on the attachment to that resolution, which included over one thousand (1,000) specific addresses; and

WHEREAS, the one hundred fifty-five (155) property addresses that are specified in the list attached to this Resolution were inadvertently omitted from the addresses that were listed in Board Resolution No. 11780; and

WHEREAS, PHA wishes to specifically authorize the acquisition of the property addresses listed on the attachment to this Resolution; and,

WHEREAS, there is no additional financial commitment being made for the acquisition of the properties under this resolution;

BE IT RESOLVED that the PHA Board of Commissioners hereby authorizes the President & CEO and/or his authorized designee(s) to acquire the properties specified on the list attached to this Resolution as part of its acquisition of privately-owned properties and publicly-owned properties, to include properties owned by the City of Philadelphia, and to take all necessary actions related to the acquisition of said properties.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Chen, General Counsel
ATTORNEY FOR PHA

ATTACHMENT TO RESOLUTION ON ACQUISITION OF SHARSWOOD/BLUMBERG PROPERTIES

1. 2320 Harlan Street
2. 2512 Harlan Street
3. 2513 Harlan Street
4. 2514 Harlan Street
5. 2515 Harlan Street
6. 2432 Ingersoll Street
7. 1411 North Lambert Street
8. 1509 North Lambert Street
9. 1511 North Lambert Street
10. 1513 North Lambert Street
11. 1515 North Lambert Street
12. 1517 North Lambert Street
13. 1519 North Lambert Street
14. 1521 North Lambert Street
15. 1523 North Lambert Street
16. 1525 North Lambert Street
17. 1527 North Lambert Street
18. 1529 North Lambert Street
19. 1531 North Lambert Street
20. 1533 North Lambert Street
21. 1535 North Lambert Street
22. 1537 North Lambert Street
23. 1538 North Lambert Street
24. 1539 North Lambert Street
25. 1540 North Lambert Street
26. 1541 North Lambert Street
27. 1542 North Lambert Street
28. 1543 North Lambert Street
29. 1544 North Lambert Street
30. 1545 North Lambert Street
31. 1546 North Lambert Street
32. 1547 North Lambert Street
33. 1548 North Lambert Street
34. 2008 Master Street
35. 2016 Master Street
36. 2018 Master Street
37. 2020 Master Street
38. 2022 Master Street
39. 2023 Master Street
40. 2024 Master Street
41. 2025 Master Street
42. 2026 Master Street
43. 2028 Master Street
44. 2030 Master Street

45. 2031 Master Street
46. 2032 Master Street
47. 2034 Master Street
48. 2250 Master Street
49. 2309 Master Street
50. 2311 Master Street
51. 2327 Sharswood Street
52. 2328 Sharswood Street
53. 2329 Sharswood Street
54. 2330 Sharswood Street
55. 2331 Sharswood Street
56. 2332 Sharswood Street
57. 2333 Sharswood Street
58. 2334 Sharswood Street
59. 2335 Sharswood Street
60. 2336 Sharswood Street
61. 2337 Sharswood Street
62. 2338 Sharswood Street
63. 2339 Sharswood Street
64. 2340 Sharswood Street
65. 2341 Sharswood Street
66. 2342 Sharswood Street
67. 2343 Sharswood Street
68. 2344 Sharswood Street
69. 2345 Sharswood Street
70. 2346 Sharswood Street
71. 2347 Sharswood Street
72. 2348 Sharswood Street
73. 2349 Sharswood Street
74. 2400 Sharswood Street
75. 2408 Sharswood Street
76. 2409 Sharswood Street
77. 2446 Sharswood Street
78. 2507 Sharswood Street
79. 2516 Sharswood Street
80. 2518 Sharswood Street
81. 2520 Sharswood Street
82. 2201 Stewart Street
83. 2203 Stewart Street
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RESOLUTION NO. 11802

RESOLUTION AUTHORIZING APPROVAL OF AWARDS OF UNIT-BASED (ALSO KNOWN AS PROJECT-BASED) VOUCHERS UNDER REQUEST FOR PROPOSAL #P-004403

WHEREAS, the Philadelphia Housing Authority ("PHA") desires to increase the number of affordable housing units in the City of Philadelphia and has identified a need to partner with entities to provide new or preserve existing low-income housing through public-private partnerships; and

WHEREAS, PHA has established a local unit-based voucher ("UBV") rental assistance program in an effort to increase the availability of affordable, high-quality housing throughout the City; and

WHEREAS, UBVs provide an incentive to private owners to rent to lower-income families by offering timely assistance payments, a pool of families to select from and regular inspections to ensure the upkeep of the project; and

WHEREAS, in 2014, PHA issued Request for Proposal #P-004403 ("RFP"), which provides for the award of UBVs to selected projects; and

WHEREAS, the Board has approved a number of awards to projects through several review cycles conducted in 2014 and previously delegated authority to the President & CEO to award up to one hundred UBVs; and

WHEREAS, PHA recently re-opened the RFP to accept new and modified proposals; and

WHEREAS, the reopening of the RFP was limited to projects that are financially feasible which means that the project is underway, capable of closing in 2015 or for proposers who are applying for 4% tax credits for their project this year; and

WHEREAS, the proposals will be reviewed on a rolling basis; and

WHEREAS, approved proposals and the resulting UBV contracts typically involve the commitment of funds in excess of \$100,000 over the entire term of the contract and which would require Board approval; and

WHEREAS, it is in PHA's interest, in order to meet administrative objectives, for the Board to delegate its authority to the President & CEO to approve an award or multiple awards of UBV contracts, subject to an aggregate limit of one hundred fifty (150) UBVs; and

WHEREAS, contracts will only be awarded consistent with the fulfillment of MBE, WBE, and Section 3 requirements, and applicable federal requirements;

BE IT RESOLVED, that the President & CEO is hereby authorized to approve awards of UBVs for proposals submitted in accordance with the terms and conditions of the RFP and to take all actions necessary to conclude and execute contracts with the proposer or project owner subject to an aggregate limit of one hundred fifty (150) UBVs.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams, General Counsel
ATTORNEY FOR PHA

RESOLUTION NO. 11803

RESOLUTION TO ADOPT A SMOKE-FREE POLICY FOR EXISTING AND NEW UNITS

WHEREAS, the Philadelphia Housing Authority ("PHA") has been engaged in exploring a smoke-free policy for approximately three and a half years for the purpose of improving the health and safety of its residents, guests and staff, as well as the quality and integrity of its properties; and

WHEREAS, on January 16, 2014, the Philadelphia Housing Authority ("PHA") Board of Commissioners approved PHA's Moving-to-Work Plan for FY 2015, after resident and public participation and comment period, by Board Resolution 11669, which included the following commitment to establishing a smoke-free policy:

"No Smoking Initiative – To promote staff and resident health and wellness, PHA will explore implementation of a no smoking policy for all public housing, which policy shall be presented to the Board for approval. PHA will work with partners, including the City's Department of Public Health and Drexel University, in this initiative. PHA will work with resident leadership and the Board's Policy and Planning Committee to obtain input and develop an effective implementation and resident communications strategy;" and

WHEREAS, PHA has engaged in research and collaboration with other housing authorities, local partners, residents, resident leadership, and the Board of Commissioners' Policy and Planning Committee, as to appropriate policies, as well as reviewing guidance from the U.S. Department of Housing and Urban Development; and

WHEREAS, PHA held a public hearing on July 2, 2014 to present a draft policy for public comment; and subsequent to that hearing, a Smoke-Free Task Force was created, consisting of selected resident leaders and PHA staff, to develop procedures for creation and implementation of a Policy; and

WHEREAS, PHA modified the Smoke-free Policy reviewed at the July 2, 2014 public hearing, based on input from the Smoke-free Task Force, federal guidance, comparisons with other housing authorities, and input from the Board of Commissioners Policy and Planning Committee; and

WHEREAS, in January of 2015, PHA began six months of efforts with resident leadership on the Smoke-Free Task Force and site-based task forces to determine how implementation of the draft Policy would occur, which included extensive meetings coordinated through the Office of Community Operations and Resident Development and training regarding smoking cessation; and

WHEREAS, the Smoke-Free Policy for Existing and New Units, attached to this Resolution as Attachment "A," has a bifurcated approach to enforcement that PHA believes is responsive to the concerns of residents regarding the difficulties of cessation while respecting resident concerns about health risks and the quality of PHA properties;

BE IT RESOLVED, that PHA hereby adopts the Smoke-Free Policy for Existing Units and New Units, in substantially the form attached to this Resolution as "Attachment "A," effective immediately, in order to create a safer and healthier environment for PHA families, staff and guests, as well as protecting the quality and integrity of PHA's properties.

I hereby certify that this was
APPROVED BY THE BOARD ON 7/16/15
Barbara Adams General Counsel
ATTORNEY FOR PHA

PHILADELPHIA HOUSING AUTHORITY SMOKE-FREE POLICY FOR EXISTING AND NEW UNITS

July 16, 2015

Purpose:

Smoking cigarettes and inhalation of second-hand smoke substantially increases the risks of cancer, auto-immune disease, osteoporosis, emphysema, stillbirth, type 2 diabetes, stroke, heart attack and death, as detailed on the attached Fact Sheet. Smoking is a fire hazard, including fire-related deaths, and increases the cost of unit maintenance. It is undisputed that nicotine is addictive and that it is difficult for people to quit smoking.

The purpose of this Policy is to eliminate smoking from PHA premises, thereby mitigating the serious health hazards caused by smoking and second-hand smoke, while providing smoking cessation services to assist all residents who want to reduce or stop smoking.

This Policy has two Enforcement sections: 1) the first one applies to residents with leases at existing units (see Definitions, below); 2) the second one applies to residents with leases entered into on or after August 5, 2015 for "new units" (see Definitions, below).

The first enforcement section does not include Notice of Lease Termination as a method of enforcement under this Policy for smoking in existing units; the second enforcement section includes Notice of Lease Termination for residents with leases entered into on or after August 5, 2015 for new units. Under no circumstances shall issuance of one or more violations under this Policy to residents with leases at existing units be the basis for a notice of lease termination, whether under this Policy or any subsequently-enacted PHA Smoke-Free Policy.

The purpose of this Policy is also to provide all residents with information, cessation support and motivation to end smoking in or on PHA Smoke-Free sites and to track the success of prohibiting smoking in existing units without having Notices of Lease Termination as a consequence of repeated violations. For residents at existing units, the goal is for residents to encourage other residents to quit smoking, to empower residents to quit smoking by providing programs, resources and information, and to track the effectiveness of the enforcement measures provided under this Policy.

At existing units, the five (5) criteria listed in (5)(f) of the Directive part of this Policy will be tracked for a period of at least nine (9) months, and then assessed in order to make a determination of the effectiveness of the Policy.

With regard to existing sites, in May of 2016, the Board of Commissioners will review the information tracked and assess whether any changes should be made to ensure the Policy's effectiveness in deterring smoking in or on PHA Smoke-Free Sites.

Directive:

1. The Philadelphia Housing Authority ("PHA") has determined that for the benefit and well-being of the residents, staff and guests, smoking shall not be permitted in or on PHA Smoke-Free Sites (as defined below, in "Definitions," which permits smoking in designated smoking areas).
2. As of August 5, 2015, smoking will be prohibited in or on all PHA Smoke-Free Sites. PHA will recommend that the respective Boards of its Low Income Housing Tax Credit Sites, Alternatively Managed Sites, and similar entities adopt and implement the same changes that are in this Policy.
3. Procedures for implementation shall be developed and may be amended by PHA staff, with input from resident leadership and the site-based smoke-free task forces (a copy of the Procedures, as of the date hereof, is attached hereto).
4. PHA shall extensively promote and disseminate information to residents regarding this Policy as of the date of its adoption, in conjunction with resident leadership.
5. For existing units, upon the effective date of this policy and for at least eight months thereafter PHA shall track the following data, with input and assistance from resident leadership, including the site-based smoke-free task forces:
 - a. Total number of violations issued;
 - b. Total number of residents registering for PHA-approved cessation programs;
 - c. Total number of residents that complete a PHA-approved cessation program ;
 - d. Total number of residents who report that they have quit smoking through participation in a PHA-approved cessation program; and
 - e. Total number of residents who report that they have quit smoking outside of a PHA-approved cessation program.

After two months, PHA shall establish a baseline for total violations, and every two months thereafter, for a period of at least nine (9) months, shall report out the following statistics to the Policy and Planning Committee of the Board of Commissioners:

- a. Percentage of second time violators;
- b. Percentage of total violators registering for a PHA-approved cessation program;
- c. Percentage of total violators completing a PHA-approved cessation program;
- d. Total number of residents who report that they have quit smoking through participation in a PHA-approved cessation program; and
- e. Total number of residents who report that they have quit smoking outside of a PHA-approved cessation program.

The results shall be reported to the Policy and Planning Committee of the PHA Board of Commissioners during the first nine (9) months of the institution of this Policy, for the Board to then assess the effectiveness of the enforcement measures for existing units under this Policy.

6. For residents with leases at existing units, violations issued under this Policy shall never be the basis for a lease termination (as may result in eviction), whether under this Policy or any other Smoke-Free Policy that may be adopted by PHA. Specifically, no matter how many violations are issued to a resident with a lease at an existing unit under this Policy, none of those violations may be the basis for a notice of lease termination or eviction, even if PHA later adopts a different Smoke-Free Policy.

7. Enforcement measures shall include:

a. For residents with leases at existing units:

1st violation and subsequent violations - a written Notice of Violation stating that the resident is encouraged to enroll in a PHA-approved cessation program within fifteen (15) days of the date of the Notice of Violation and to provide PHA with proof of registration within twenty (20) days of the date of the Notice of Violation and that cessation support and informational materials are available from the property manager.

b. For residents entering into leases on or after August 5, 2015 for occupancy of new units:

1st violation - a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, with a one-time option of having the 1st violation expunged *if*: 1) the violation was for smoking by a resident named on the lease, not a guest, 2) the resident enters a cessation program within fifteen (15) days of the date of the Notice of Violation, and 3) the resident provides PHA with proof of registration within twenty (20) days of the date of the Notice of Violation;

2nd violation – a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, with a one-time option of having the 2nd violation expunged *if*: 1) the option was not already used in response to the 1st violation, 2) the violation was for smoking by a resident named on the lease, not a guest, 3) the resident enters a cessation program within fifteen (15) days of the date of the Notice of Violation, and 4) the resident provides PHA with proof of registration within twenty (20) days of the date of the Notice of Violation;

3rd violation - a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, and a written warning that a 4th violation will result in a Notice of Lease Termination, which may lead to eviction, if a Philadelphia court of appropriate jurisdiction so orders; and

4th violation – a written Notice of Lease Termination stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by

the property manager) to receive cessation support and informational materials regarding smoking cessation, with an explanation that this 4th violation may lead to eviction, if a Philadelphia court of appropriate jurisdiction so orders.

8. Notices of Violation shall include information on how to grieve a violation at any stage and the PHA Grievance Procedure that is in effect at the PHA Smoke-Free Site at the time of any violation of this Policy or related Procedures shall apply to violations.
9. PHA shall communicate the Policy and Procedures to staff and residents as soon as possible after adoption and no later than August 5, 2015. Residents shall be responsible for their guests and a violation of this Policy by a guest shall be considered a violation by the leaseholder.
10. PHA shall begin to coordinate providing cessation information and/or assistance to all interested residents, no later than August 5, 2015, in conjunction with the Philadelphia Department of Public Health and other partners as identified by PHA.
11. By adoption of this Policy, PHA does not become a guarantor, express or implied, of the health or of the controlled smoke condition of a resident's unit and/or the common areas.

Definitions:

Existing units: Units covered under this Policy, as property owned by PHA, which shall include all Conventional Sites and Scattered Sites that are not "new units," as defined below.

New units: Units for which leases are entered into on or after August 5, 2015 and the units are first occupied as new construction or as units that have had substantial rehabilitation, (as defined herein) on or after August 5, 2015.

PHA Smoke-Free Sites: This includes any and all property and grounds owned by PHA (which shall include all Conventional Sites, Scattered Sites and offices and other administrative facilities, and vehicles), but such property shall not include any area designated as a smoking area by PHA.

Smoking: Inhaling, exhaling, breathing, burning of any lighted cigar, cigarette, including e-cigarettes, pipe, other tobacco products, or similarly lighted smoking material in any manner or in any form.

Substantial rehabilitation: The improvement of a property to decent, safe and sanitary condition, which may vary in degree from gutting and extensive reconstruction to the cure of substantial accumulation of deferred maintenance, and may include renovation, alteration or remodeling for the conversion or adaptation of structurally sound property to the design and condition required for use, or the repair or replacement of major building systems or components in danger of failure; to qualify as substantial rehabilitation it is also required that the rehabilitation costs exceed 15% of post-rehabilitation appraised value. Renovations done to individual units at existing sites shall not be considered substantial renovations under this Policy.

FACT SHEET

1. Over 570 public housing authorities have become smoke-free and HUD has indicated that it plans to publish a proposed rule for comment, approximately in August 2015, to mandate that public housing be smoke-free.
2. HUD has issued notices encouraging housing authorities to become smoke-free (For example: "Because Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer, and other adverse health effects in neighboring families, the Department is encouraging PHAs to adopt non-smoking policies." HUD Notice PIH-2009-21 (HA).
3. According to figures from 2012, provided by the Center for Disease Control and Prevention: there are over 440,000 preventable deaths per year from smoking; approximately 46,000 are victims of second-hand smoke, to which children are especially vulnerable; and up to 85% of the smoke from a cigarette circulates as second-hand smoke.
4. "[T]obacco smoke exposure in public housing is particularly troubling because it afflicts disadvantaged and vulnerable populations." (Winickoff, J., MD., M Gottlieb, J.D., and M. Mello, J.D., Ph.D. "Regulation of Smoking in Public Housing." *The New England Journal of Medicine* (2004): 2319-325. Web. Jan. 2013.). Also, residents of public housing generally have fewer options, in terms of moving to escape the health and wellness dangers of second or third-hand smoke.
5. Second-hand smoke causes disease and kills children and adults who don't smoke and it cannot effectively be removed from buildings through ventilation systems or by separating smokers from non-smokers. (2014 data from the American Cancer Society).
6. Tobacco smoke can travel through shared ventilation, plumbing and electrical lines; under doors; and through cracks in walls. Air quality tests have shown that up to 60% of the air in a multi-unit apartment can come from another unit. ("Housing Authorities/Commissions which have adopted smoking policies." *The Center for Social Gerontology*. The Center for Social Gerontology, 20 Jan. 2011. Web. 24 Nov. 2013).
7. Third-hand smoke, the residue left in a unit occupied by a smoker, has been linked to health hazards and is also costly: it often costs two to three times more to clean up and turn over a unit that has been smoked in compared to a smoke-free unit. (Smoke-Free Housing Coalition of Maine, "Myth vs. Reality." N.p., n.d. Web. Jan. 2012).
8. Nationwide, smoking was the leading cause of fatal fires from 2007 to 2011, accounting for 22 percent of the blazes in which a civilian died, according to the National Fire Protection Association and approximately 25% of victims who die in smoking-related fires in the United States are not the smoker whose cigarette caused the fire. The fatality rate of smoking-related fires is eight times greater than other fires and the injury rate is three times greater
9. In a survey done by PHA, consisting of twenty questions pertaining to smoking, health, and smoking behavior to 4,851 households, the response rate was 7.9%. The responses showed that 35% of the respondents are smokers or live with a smoker; 55% of the respondents support a policy prohibiting smoking in residential units; and 74% believe a smoke-free policy would improve residents' health.
10. E-cigarettes are addictive, contain nicotine at nearly lethal levels if consumed by small children, and have not been determined safe by the Food and Drug Administration (National Institute of Drug Abuse (2014). *Electronic Cigarettes (e-Cigarettes)* Retrieved from <http://www.drugabuse.gov/publications/drugfacts/electronic-cigarettes-e-cigarettes> on September 23, 2014).

SMOKE-FREE PROCEDURES FOR EXISTING AND NEW UNITS

July 16, 2015

Section I – Definitions

Existing units: Units covered under this Policy, as property owned by PHA, which shall include all Conventional Sites and Scattered Sites that are not “new units,” as defined below.

New units: Units for which leases are entered into on or after August 5, 2015 *and* the units are first occupied as new construction or as units that have had substantial rehabilitation, (as defined herein) on or after August 5, 2015.

PHA Smoke-Free Sites: includes any and all property and grounds owned by PHA (which shall include all Conventional Sites, Scattered Sites and offices and other administrative facilities, and vehicles), but such property shall not include any area designated as a smoking area by PHA.

Smoking: is the inhaling, exhaling, breathing, burning of any lighted cigar, cigarette, including e-cigarettes, pipe, other tobacco products, or similarly lighted smoking material in any manner or in any form.

Substantial rehabilitation: The improvement of a property to decent, safe and sanitary condition, which may vary in degree from gutting and extensive reconstruction to the cure of substantial accumulation of deferred maintenance, and may include renovation, alteration or remodeling for the conversion or adaptation of structurally sound property to the design and condition required for use, or the repair or replacement of major building systems or components in danger of failure; to qualify as substantial rehabilitation it is also required that the rehabilitation costs exceed 15% of post-rehabilitation appraised value. Renovations done to individual units at existing sites shall not be considered substantial renovations under this Policy.

Section II – Effective Date

Beginning on August 5, 2015, smoking will be prohibited in or on all PHA Smoke-Free Sites other than in PHA Designated Smoking Areas.

Section III – Implementation

For Residents with Leases for Existing Units: PHA shall extensively promote and disseminate information to residents regarding this Policy as of the date of its adoption, in conjunction with resident leadership, to ensure that residents are aware of adoption of this Policy.

For Residents Entering Into Leases on or after August 5, 2015 for New Units:

All Heads of Household and household members over 18 years of age entering into a Residential Lease for new units, as defined herein, shall be subject to the Smoke-Free Policy and Procedures, as shall be reflected in the lease.

PHA shall appropriately post no-smoking signs on PHA Smoke-Free Sites and post signs designating the PHA Designated Smoking Areas, which areas shall not be within twenty (20) feet from entry or exit doors but may otherwise be on outdoor areas of PHA property.

Section IV – Emphasis on Resident Health

1. The goal of the Smoke-Free Policy and Procedures is to ban smoking in PHA Smoke-Free Sites and thereby to improve the health of PHA residents and staff and reduce the risk of fire and smoke-related damage caused by smoking on PHA Smoke-Free Sites.
2. PHA will provide and/or coordinate outreach, health education, health workshops about tobacco use and the health impacts of tobacco use and nicotine addiction, with organizational partners including, but not limited to, Federally Qualified Health Centers.
3. The PHA Office of Community Operations and Resident Development (“CORD”) shall work with the residents and resident leaders to develop Smoke-Free Task Forces.
4. By August 5, 2015, CORD, in conjunction with the Smoke-Free Task Forces, will:
 - a. Provide smoking-cessation workshops, respiratory health assessments, counseling, and educational interventions, on-site when possible, with assistance from and in collaboration with the Philadelphia Department of Public Health (“PDPH”);
 - b. Work with PDPH to educate and train PHA staff to understand the challenges of smoking-cessation and to provide consistent and appropriate messaging;
 - c. Promote the 1-800-QUIT-NOW service as the primary quit-smoking intervention, which the Philadelphia Department of Public Health states has been called by over 25,000 Philadelphians to quit smoking, as well as determining the availability of possible intervention procedures such as nicotine patches, gum, and similar measures, through partnership efforts;
 - d. Coordinate partnership efforts, such as the City of Philadelphia’s commitment to PHA through Get Healthy Philadelphia (GHP), as well as entering into MOUs and similar measures, such as with the American Heart Association and the American Lung Association, to connect residents with their cessation programs and expand capacity for smoking-cessation; and
 - e. Identify and distribute information as to existing resources available through public and/or private health plans, for smoking-cessation.
5. CORD shall work with resident councils, including the site-based Smoke-Free Task Forces, to provide incentives for residents to comply with the Smoke-Free Public Housing Policy and Procedures.
6. CORD shall seek opportunities for residents to learn about nicotine detection, for tobacco control efforts.

7. CORD shall work with resident councils to develop incentives that may include, but are not limited to, annual non-Tenant Participation Activities ("TPA") funding support for resident council activities based on tobacco control achievements, such as:
 - a. obtaining signed pledges from residents at their respective sites to keeping their units Smoke-Free;
 - b. getting groups of residents to attend smoking cessation programs; and
 - c. getting groups of residents to attend tobacco control education workshops.
8. CORD shall work with residents and Resident Councils to apply for any annual award(s) that recognizes their contribution to the growth of Smoke-Free Public Housing and improvement in indoor air quality as demonstrated by verifiable criteria used by PHA.
9. PHA and the duly elected Resident Councils may and are encouraged to develop additional tobacco control incentive programs.
10. PHA will conduct periodic mailings to reinforce tobacco control information, including information about available medical support, and the messaging will be concerted, regular, and consistent, within budget.
11. Upon participation in cessation programs, residents will be eligible to receive, subject to funding availability, T-Shirts branded with the Smoke-Free Public Housing logo or other items, as available, which may display a Smoke-Free Public Housing logo.

Section V – Administration

1. A resident shall be issued a Notice of Violation of the Smoke-Free Policy and Procedures if a resident or a guest of a resident is found to have been smoking on a PHA Smoke-Free Site, as follows:
 - a. For residents with leases at existing units (Draft Notice of Violation attached as Appendix 1):

1st violation and subsequent violations - a written Notice of Violation stating that the resident is encouraged to enroll in a PHA-approved cessation program within fifteen (15) days of the date of the Notice of Violation and to provide PHA with proof of registration within twenty (20) days of the date of the Notice of Violation and that cessation support and informational materials are available from the property manager.
 - b. For residents entering into leases on or after August 5, 2015 for occupancy of new units (Draft Notice of Violation attached as Appendix 2):

1st violation - a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, with a one-time option of having the 1st violation expunged *if*: 1) the

violation was for smoking by a resident named on the lease, 2) the resident enters a cessation program within fifteen (15) days of the date of the Notice of Violation, and 3) the resident provides PHA with proof of registration within twenty (20) days of the date of the Notice of Violation;

2nd violation – a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, with a one-time option of having the 2nd violation expunged *if*: 1) the option was not already used in response to the 1st violation, 2) the violation was for smoking by a resident named on the lease, not a guest, 3) the resident enters a cessation program within fifteen (15) days of the date of the Notice of Violation, and 4) the resident provides PHA with proof of registration within twenty (20) days of the date of the Notice of Violation;

3rd violation - a written Notice of Violation stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, and a written warning that a 4th violation will result in a Notice of Lease Termination, which may lead to eviction, if a Philadelphia court of appropriate jurisdiction so orders; and

4th violation – a written Notice of Lease Termination stating that the resident is encouraged to meet with the property manager (or other PHA designee identified by the property manager) to receive cessation support and informational materials regarding smoking cessation, with an explanation that this 4th violation may lead to eviction, if a Philadelphia court of appropriate jurisdiction so orders.

2. Notices of Violation may only be issued by PHA Operations Management staff, including a Property Manager at any site.
3. A written Notice of Violation shall be issued on a form, to be available from PHA's Office of Housing Operations, which shall be approved by PHA's Office of Audit and Compliance and PHA's Office of General Counsel.
4. A Notice of Violation shall not be issued to any resident or guest who smokes in a PHA Designated Smoking Area ("Designated Smoking Area"), which areas shall not be within twenty (20) feet from entry or exit doors.
5. PHA shall identify at least one Designated Smoking Area at every PHA Smoke-Free Site that has three floors or more, excluding scattered sites, including, but not limited to:
 - i. Blumberg Apartments
 - ii. Wilson Park
 - iii. Fairhill Apartments
 - iv. Harrison Plaza
 - v. Westpark Apartments
 - vi. Bentley Hall

- vii. Germantown House
 - viii. Plymouth Hall
 - ix. Emlen Arms
 - x. Katie B. Jackson
 - xi. Gladys B. Jacobs
6. A Notice of Violation may be issued during routine inspections of a unit if there is reasonable evidence of smoking within the unit, which shall include cigarette smoke emanating from the unit, lighted cigarettes, and evidence of recent cigarette damage or residue, smoke odor, or other objective evidence of smoking in the unit.
 7. With input from resident leadership , PHA shall train its PHA Operations Management staff responsible for issuing Notices of Violations, including a Property Manager at any site, on determining what is “reasonable evidence” of smoking, to minimize subjective determinations insofar as possible.
 8. Procedures shall be created by PHA's Operations department to ensure that Notices of Violations issued to residents of new units are tracked and retained, in the resident's file and in the PHA administrative system, in a manner consistent with Notices of Intent to Charge and the Admissions and Continued Occupancy Procedures in effect at the time of the issuance of the Notice of Violation.

Section VI – Grievance Rights

1. While all tenants may grieve Violation Notices, issuance of a violation (or any number of violations) to tenants of existing units will not result in financial charges against them or in a Notice of Lease Termination under the Smoke-Free Policy. Tenants issued a Notice of Violation, whether in existing units or new units, may file a grievance under the Grievance Procedure applicable to the PHA Smoke-Free Site at the time of the Violation.
2. Section X of the current Grievance Procedure provides for the participation of: 1) tenant council representatives to assist complainants and attend the hearing and 2) impartial resident Assistant Grievance Hearing Officers. Such participation is at the discretion of the resident filing the grievance.

Appendix 1 to the Smoke-Free Procedures

**THE PHILADELPHIA HOUSING AUTHORITY
NOTICE OF VIOLATION OF THE SMOKE-FREE POLICY AND PROCEDURES FOR A
RESIDENT OF AN EXISTING UNIT (as defined in the Smoke-Free Policy)**

Form dated July 16, 2015

Date of Issuance of Notice of Violation: _____

Notice of Violation Issued to: _____

Unit Number of Resident to Whom Notice of Violation is Issued: _____

Name of Person(s) Violating the Smoke-Free Procedures and Policy: _____

Notice of Violation Issued By (Name): _____

(Position) _____

Date of Observed Violation: _____ Time of Violation: _____

Location of Violation: _____

You are hereby cited for a violation of the Smoke-Free Policy and are encouraged to enroll in a PHA-approved cessation program within fifteen (15) days of the date of the Notice of Violation and to provide PHA with proof of registration within twenty (20) days of the date of the Notice of Violation. Cessation support and informational materials are available from the property manager.

You may file a grievance if you have received a Notice of Violation of the Smoke-Free Policy. Please note however, that such Notices of Violations for residents of existing units will not result in lease terminations or charges to your account. If you would still like to file a grievance to dispute this violation, you must file a grievance request with your manager within thirty (30) days of the date of this Notice. Failure to request a grievance within thirty (30) days will result in a waiver of your right to a Grievance Hearing. You may obtain a Request for a Grievance Hearing form from your property manager or online at www.pha.phila.gov. Your property manager can also provide you with contact information for your tenant council, which may assist you in the grievance process. You have a right to counsel, at your own expense, and may bring an attorney or other representative to the Grievance Hearing.

Please note: In 2013, a law known as the Violence Against Women Act or "VAWA" was reauthorized by Congress. VAWA 2013 provides new protections for victims of domestic violence, dating violence, stalking and sexual assault to applicants to assisted housing, residents of Public Housing and those participating in the Housing Choice Voucher Program. If you believe that you received this smoking violation notice as a result of an incident of domestic violence, dating violence, stalking or sexual assault, please speak to your site manager about receiving protections under VAWA.

Appendix 2 to the Smoke-Free Procedures

**THE PHILADELPHIA HOUSING AUTHORITY
NOTICE OF VIOLATION OF THE SMOKE-FREE POLICY AND PROCEDURES FOR A
RESIDENT OF A NEW UNIT (as defined in the Smoke-Free Policy)**

Form dated July 16, 2015

Date of Issuance of Notice of Violation: _____

Notice of Violation Issued to: _____

Unit Number of Resident to Whom Violation is Issued: _____

Name of Person(s) Violating the Smoke-Free Procedures and Policy: _____

Notice of Violation Issued By (Name): _____

(Position) _____

Date of Observed Violation: _____ Time of Violation: _____

Location of Violation: _____

You are hereby cited for the following violation, as checked below:

_____ 1st violation: You are encouraged to meet with your property manager (or other PHA designee identified by your property manager) to receive cessation support and informational materials regarding smoking cessation. This does not change the fact that this will be considered your first violation. However, you have a one-time option of having this 1st violation erased, if: 1) the violation was for smoking by you, 2) you enter a PHA-approved smoking cessation program within fifteen (15) days of the date of the Notice of Violation, and 3) you provide PHA with proof of registration within twenty (20) days of the date of the Notice of Violation. Your property manager can assist you with identifying a program or you can call PHA's Office of Community Operations and Resident Development, at 215-684- _____. The timeline of thirty (30) days for filing a grievance is not changed by whether or not you enter a cessation program.

_____ 2nd violation: You are encouraged to meet with your property manager (or other PHA designee identified by your property manager) to receive cessation support and informational materials regarding smoking cessation. This does not change the fact that this will be considered your second violation. However, you have a one-time option of having this 2nd violation erased, if: 1) the violation was for smoking by you, 2) you have not already used the option for your 1st violation, 3) you enter a PHA-approved smoking cessation program within fifteen (15) days of the date of this Notice of Violation, and 4) you provide PHA with proof of registration within twenty (20) days of the date of the Notice of Violation. Your property manager can assist you with identifying a program or you can call PHA's Office of Community Operations and

Resident Development, at 215-684- _____. The timeline of thirty (30) days for filing a grievance is not changed by whether or not you enter a cessation program.

_____ 3rd Violation: This Notice is for a 3rd violation. You are encouraged to meet with your property manager (or other PHA designee identified by your property manager) to receive cessation support and informational materials regarding smoking cessation. This does not change the fact that this will be considered your third violation. A 4th violation will result in a written Notice of Lease Termination, which may lead to your eviction from your housing, if a Philadelphia court of appropriate jurisdiction so orders.

_____ 4th Violation: This Notice is for a 4th violation. You are encouraged to meet with your property manager (or other PHA designee identified by your property manager) to receive cessation support and informational materials regarding smoking cessation. This does not change the fact that this will be considered your fourth violation, which may lead to eviction if a Philadelphia court of appropriate jurisdiction so orders, and you will be receiving a Notice of Lease Termination for material breach of the lease.

You have the right to request a Grievance Hearing if you dispute the charges and you file your grievance within thirty (30) days of the date of this Notice. Failure to timely file a grievance will result in a waiver of your right to a Grievance Hearing. You may obtain a Request for a Grievance Hearing form from your property manager or online at www.pha.phila.gov. Your property manager can also provide you with contact information for your tenant council, which may assist you in the grievance process. You have a right to counsel, at your own expense, and may bring an attorney or other representative to the Grievance Hearing.

Please note: In 2013, a law known as the Violence Against Women Act or "VAWA" was reauthorized by Congress. VAWA 2013 provides new protections for victims of domestic violence, dating violence, stalking and sexual assault to applicants to assisted housing, residents of Public Housing and those participating in the Housing Choice Voucher Program. If you believe that you received this smoking violation notice as a result of an incident of domestic violence, dating violence, stalking or sexual assault, please speak to your site manager about receiving protections under VAWA.

For language assistance, please call 215-684-5767.

Spanish:

Si inglés no es su primer idioma, por favor llame 215-684-5767 para ayuda con el idioma extranjero

Vietnamese:

Nếu tiếng Anh không phải là ngôn ngữ đầu tiên của bạn, xin vui lòng gọi 215-684-5767 để được trợ giúp ngôn ngữ nước ngoài.

Chinese:

如果英语不是你的第一语言，请致电 215-684-5767 外语援助。

Russian:

Если английский не является вашим родным языком, пожалуйста, позвоните 215-684-5767 для помощи иностранных языков.

APPENDIX 2

**JULY 16, 2015 SIGN-UP SHEET FOR THE
GENERAL PUBLIC COMMENT PERIOD
AT THE END OF THE BOARD MEETING**
(3 minutes per person)



Please **PRINT** your name and generally identify your topic:

1. Name: Denise Connors
Maintenance Issue? Yes ___ No ___ Other (topic): Voucher issue ✓
2. Name: Denise Eubanks
Maintenance Issue? Yes ___ No ___ Other (topic): HCV Accessible housing ✓
3. Name: Josephine Burno ✓
Maintenance Issue? Yes ___ No ___ Other (topic): HCV Denied Grievance
4. Name: Nathaniel Gennette ✓
Maintenance Issue? Yes ___ No ___ Other (topic): applicant ✓
5. Name: Louise Hanible
Maintenance Issue? Yes ___ No ___ Other (topic): King Housing ✓

**JULY 16, 2015 SIGN-UP SHEET FOR THE
GENERAL PUBLIC COMMENT PERIOD
AT THE END OF THE BOARD MEETING**
(3 minutes per person)



Please **PRINT** your name and generally identify your topic:

1. Name: Carey Brunkley
Maintenance Issue? Yes ___ No ___ Other (topic): Clarification of earlier
Comments re: Smoke-free

2. Name: Albert Hicks
Maintenance Issue? Yes ___ No ___ Other (topic): Q. re: Purchase of PTA
property (answered).

3. Name: _____
Maintenance Issue? Yes ___ No ___ Other (topic): _____

4. Name: _____
Maintenance Issue? Yes ___ No ___ Other (topic): _____

5. Name: _____
Maintenance Issue? Yes ___ No ___ Other (topic): _____

JULY 2015 SIGN-UP SHEET FOR COMMENT ON SPECIFIC

RESOLUTIONS

(3 minutes per person)



- Reso. #1: Renewal Collective Bargaining
- Reso. #2: 2nd Renewal Collective Bargaining
- Reso. #3: West Park Elevator Replacement
- Reso. #4: Off-Site Record Storage Services
- Reso. #5: Amend. with 6 Small Gen. Contractors
- Reso. #6: Task Order for Queen Lane Construct
- Reso. #7: Moving & Storage - Evictions
- Reso. #8: Moving & Storage - Relocations
- Reso. #9: Year-Round Youth Programs
- Reso. #10: Additional 155 for Blumberg
- Reso. #11: 150 Unit-Based Vouchers
- Reso. #12: Smoke-Free Policy

Please PRINT your name & check the number of the resolution on which you wish to speak:

1. Name: Louise Hanible Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 9 ___ 10 ___ 11 ___ 12 ___
2. Name: Enore Walter Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ 9 ___ 10 ___ 11 ___ 12 X
3. Name: _____ Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ 9 ___ 10 ___ 11 ___ 12 ___
4. Name: _____ Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ 9 ___ 10 ___ 11 ___ 12 ___
5. Name: _____ Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ 9 ___ 10 ___ 11 ___ 12 ___
6. Name: _____ Reso. #1 ___ 2 ___ 3 ___ 4 ___ 5 ___ 6 ___ 7 ___ 8 ___ 9 ___ 10 ___ 11 ___ 12 ___

ar/te