

PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan

for Fiscal Year: 2007

PHA Name: Montgomery County Housing Authority

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan Agency Identification

PHA Name: Montgomery County Housing Authority
PHA Number: IL037

PHA Fiscal Year Beginning: (mm/yyyy) 01/2007

PHA Programs Administered:

Public Housing and Section 8 **Section 8 Only** **Public Housing Only**
Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

PHA Plan Contact Information:

Name: Kelly A Moroney Phone: 217-532-3672 Ext 27
TDD: Email (if available): kellymcha@consolidated.net

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)

PHA’s main administrative office PHA’s development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. Yes No.

If yes, select all that apply:

- Main administrative office of the PHA
- PHA development management offices
- Main administrative office of the local, county or State government
- Public library PHA website Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

Main business office of the PHA PHA development management offices

Other (list below)

Streamlined Annual PHA Plan

Fiscal Year 2007

[24 CFR Part 903.12(c)]

Table of Contents

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

A. PHA PLAN COMPONENTS

1. Site-Based Waiting List Policies – Attachment il037f01 – Admissions and Continued Occupancy Policy (ACOP)

903.7(b)(2) Policies on Eligibility, Selection, and Admissions

2. Capital Improvement Needs

903.7(g) Statement of Capital Improvements Needed

3. Section 8(y) Homeownership

903.7(k)(1)(i) Statement of Homeownership Programs

4. Project-Based Voucher Programs

5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.

6. Supporting Documents Available for Review
Attachment il037e01 – Resident Advisory Board members

7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
Attachment il037a01 – P&E Report for IL03706P50105
Attachment il037b01 – P&E Report for IL03706P50106
Attachment il037c01 – P&E Report for IL03706R50105
Attachment il037d01 – P&E Report for IL03706R50106
Attachments il037g01 – Annual Statement for IL03706R50107

8. Capital Fund Program 5-Year Action Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace*;

Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and

Form SF-LLL & SF-LLL a, *Disclosure of Lobbying Activities.*

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	Date Initiated	Initial mix of Racial, Ethnic or Disability Demographics	Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL	Percent change between initial and current mix of Racial, Ethnic, or Disability demographics
Kirk Terrace IL037002	01/01/2006	4 Disabled 1 Black	4 Disabled 0 Black	0% 100%
Long Avenue IL037003	01/01/2006	3 Disabled 1 Black	3 Disabled 1 Black	0% 0%
Hull Homes IL037005	01/01/2006	2 Disabled 0 Race	3 Disabled 0 Race	50% 0%
Ash Arnette Homes IL037006	01/01/2006	4 Disabled 0 Race	3 Disabled 0 Race	25% 0%
Arthur Carlock IL037007	01/01/2006	2 Disabled 0 Race	2 Disabled 0 Race	0% 0%
Cobetto Homes IL037008	01/01/2006	1 Disabled 1 Hispanic	1 Disabled 1 Hispanic	0% 0%
Louis Huber Homes IL037009	01/01/2006	1 Disabled 0 Race	1 Disabled 0 Race	0% 0%
James Stewart IL037010	01/01/2006	4 Disabled 0 Race	3 Disabled 0 Race	25% 0%
Graham Reineke IL037011	01/01/2006	1 Disabled 0 Race	3 Disabled 0 Race	0% 0%

2. What is the number of site based waiting list developments to which families may apply at one time? 9
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? 2

4. Yes No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year?9
2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists? 9
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other (list below)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. Capital Fund Program

1. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2. Yes No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

Applicability: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1. Yes No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3. Yes No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. Yes No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5. Yes No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:
The PHA plans to develop and build Section 811 housing for developmentally disabled adults in Litchfield, Illinois. The PHA will be partnering with a non-profit organization (FAYCO) to develop and build this facility with separate HUD approval.

In addition, the PHA will be putting together a plan to develop and replace public housing that was demolished using the (RHF) Replacement

Housing Factor Grants over the next five years. The PHA plans to purchase dilapidated single family houses and rehab them.

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to the next component; if “yes”, complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program

- Yes No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria

- Yes No: Will the PHA’s program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

c. What actions will the PHA undertake to implement the program this year (list)?

3. Capacity of the PHA to Administer a Section 8 Homeownership Program:

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family’s resources.
- Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

Yes No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If the answer is “no,” go to the next component. If yes, answer the following questions.

1. Yes No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

- low utilization rate for vouchers due to lack of suitable rental units
 access to neighborhoods outside of high poverty areas
 other (describe below:)

The PHA plans to develop and construct Section 811 housing facility for developmentally disabled adults and plans to project base vouchers for the new construction.

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts): This is still in the planning stages and the location and number of units are not known at this time.

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (State of Illinois)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
 The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

- a. Provide additional needed affordable rental and homeownership housing for low-income families
b. Maintain/upgrade current housing inventory.

Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

The State provides loans, grants and technical assistance with developing affordable housing for low-income families. The Authority may apply for, or assist local CHDO's and non-profits apply for State administered tax credits, trust funds, HOME funds and bond funding in this FY.

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

PHAs are to indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input checked="" type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Schedule of flat rents offered at each public housing development. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
X	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input checked="" type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services)	Annual Plan: Community

PHA Name:
HA Code:

Streamlined Annual Plan for Fiscal Year 20__

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
	grant) grant program reports for public housing.	Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHA Name: Montgomery County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P03750107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	37,000			
3	1408 Management Improvements	20,000			
4	1410 Administration	38,519			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30,000			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	200,000			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	60,000			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	385,519			
22	Amount of line 21 Related to LBP Activities	100,000			
23	Amount of line 21 Related to Section 504 compliance	30,000			
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation	100,000			

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

**Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Montgomery County Housing Authority		Grant Type and Number Capital Fund Program Grant No: IL06P03750107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations – Contracts, Labor and materials	1406		37,000				
HA-Wide	Utility Allowance Update	1408		5,000				
	Staff/Commissioner Training	1408		5,000				
	Resident Programs	1408		5,000				
	Computer Software Upgrade	1408		5,000				
HA-Wide	CFP Coordinator	1410		38,519				
HA-Wide	A/E Fees	1430		30,000				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: Montgomery County Housing Authority			Grant Type and Number Capital Fund Program Grant No: IL06P03750107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
IL037-005	Update exteriors and new HVAC systems of one level bldgs. at Bluff Elderly	1460		200,000				
IL037-005	Renovate Community Bldg. at Bluff elderly	1470		60,000				
	Total			385,519				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part III: Implementation Schedule							
PHA Name: Montgomery County Housing Authority			Grant Type and Number Capital Fund Program No: IL06P03750107 Replacement Housing Factor No:				Federal FY of Grant: 2007
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	07/09			07/10			
IL037-005	07/09			07/10			

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name Montgomery County Housing Authority				<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: PHA FY:	Work Statement for Year 3 FFY Grant: PHA FY:	Work Statement for Year 4 FFY Grant: PHA FY:	Work Statement for Year 5 FFY Grant: PHA FY:
	Annual Statement				
IL037-005		250,000	250,000	125,000	0
IL037-006		0	0	125,000	250,000
HA-Wide 1406		40,000	40,000	40,000	40,000
HA-Wide 1408		20,000	20,000	20,000	20,000
HA-Wide 1410		38,519	38,519	38,519	38,519
HA-Wide 1430		37,000	37,000	37,000	37,000
CFP Funds Listed for 5-year planning		385,519	385,519	385,519	385,519
Replacement Housing Factor Funds		34,669	34,669	34,669	34,669

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year :2 FFY Grant: 2008 PHA FY: 2009			Activities for Year: 3 FFY Grant: 2009 PHA FY: 2010		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	IL037-005	Update Exteriors and install new stairs and decks to one of the two level bldgs.	250,000	IL037-005	Update exteriors and install new stairs and decks to one of the two level bldg.s	250,000
Annual						
Statement	HA-Wide	1406 Operations	40,000	HA-Wide	1406 Operations	40,000
	HA-Wide	1408 Management Improvements	20,000	HA-Wide	1408 Management Improvements	20,000
		1410 Administration	38,519		1410 Administration	38,519
		1430 Fees & Costs	37,000		1430 Fees & Costs	37,000

8. Capital Fund Program Five-Year Action Plan

Total CFP Estimated Cost						
			\$385,519			\$385,519

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities

Activities for Year :4 FFY Grant: 2010 PHA FY: 2011			Activities for Year: 5 FFY Grant: 2011 PHA FY: 2012		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
IL037-005	New HVAC systems in two story bldgs.	125,000	IL037-006	Update exteriors and install new stairs and decks to one of the two level bldgs.	150,000
IL037-006	New HVAC systems in two story bldgs.	125,000	IL037-003	Replace exterior water lines for 50 units	100,000
HA-Wide	1406 Operations	40,000	HA-Wide	1406	40,000
	1408 Management Improvements	20,000		1408 Mgmt. Improvements	20,000
	1410 Admin	38,519		1410 Admin	38,519

8. Capital Fund Program Five-Year Action Plan

	1430 Fees & Costs	37,000		1430 Fees & costs	37,000
Total CFP Estimated Cost		\$385,519			\$385,519

ATTACHMENT il037a01

REVISED 7/3/2006

Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part 1 Summary

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

OMB APPROVAL No. 2577-0157

HA NAME MONTGOMERY COUNTY HOUSING AUTHORITY	Comprehensive Grant Number IL06P03750105	FFY of Grant Approval 2005
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Original Annual Statement
 Reserve for Disaster/Emergencies
 Revised Annual Statement/Revision Number 1
 Performance and Evaluation Report for Program Year Ending **6/30/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00	\$0.00	\$0.00	\$0.00
2	1406 Operations	\$7,623.00	\$7,623.00		
3	1408 Management Improvements	\$6,062.50	\$6,062.50	\$1,062.50	\$1,062.50
4	1410 Administration	\$28,934.00	\$28,934.00	\$28,934.00	\$14,467.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$28,937.50	\$28,937.50	\$28,937.50	\$16,209.92
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$0.00	\$0.00	\$0.00	\$0.00
10	1460 Dwelling Structures	\$182,512.00	\$182,512.00	\$175,400.00	
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00	\$0.00	\$0.00	\$0.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$0.00	\$0.00	\$0.00	\$0.00
14	1485 Demolition	\$35,275.00	\$35,275.00	\$35,275.00	\$35,275.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
17	1498 Mod Used for Development	\$0.00	\$0.00	\$0.00	\$0.00
18	1502 Contingency (may not exceed 8% of line 19)	\$0.00	\$0.00	\$0.00	\$0.00
19	Amount of Annual Grant (Sum of lines 2-18)	\$289,344.00	\$289,344.00	\$269,609.00	\$67,014.42
20	Amount of line 19 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of line 19 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 19 Related to Security	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 19 Related to Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

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

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

Signature of Executive Director	Date (mm/dd/yyyy)	Signature of Public Housing Director/Office American Programs Administrator	Date (mm/dd/yyyy)
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Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Funds Obligated	Statues of Proposed Funds Expended (2)
				Original	Revised (1)		
	Operations	1406		\$7,623.00	\$7,623.00		
PHA Wide Management Improvements	Resident Initiatives /HTN Computer Software Upgrade/Training Utility Allowance Update (LIPH & S8) AgencyPlan Update Update Policies Staff/Comissioner training	1408		\$ 1,062.50	\$1,062.50	\$1,602.50	\$1,062.50
	Subtotal			\$ 6,062.50	\$6,062.50	\$1,602.50	\$1,062.50
PHA Wide	ADMINISTRATION-MOD COORD	1410		\$28,934.00	\$28,934.00	\$28,934.00	\$14,467.00
	Subtotal			\$28,934.00	\$28,934.00	\$28,934.00	\$14,467.00
Fees & Costs	A/E Fees	1430		\$ 28,937.50	\$28,937.50	\$28,937.50	\$16,209.92
	Subtotal			\$ 28,937.50	\$28,937.50	\$28,937.50	\$16,209.92

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

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

Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator Date (mm/dd/yyyy)

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

(exp. 3/31/2002)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Funds Obligated	Funds Expended (2)
				Original	Revised (1)		
-37-6/Litchfield	Update Exteriors & HVAC Systems	1460		\$ 182,512.00	\$182,512.00	\$175,400.00	
	Subtotal			\$ 182,512.00	\$182,512.00	\$175,400.00	\$0.00
	Demolition Loan Repayment (37-12)	1485		\$ 35,275.00	\$35,275.00	\$35,275.00	\$35,275.00
	Subtotal			\$ 35,275.00	\$35,275.00	\$35,275.00	\$35,275.00
HA-Wide	Contingency	1502		\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal			\$0.00	\$0.00	\$0.00	\$0.00
	Total			\$ 289,344.00	\$289,344.00	\$269,609.00	\$67,014.42

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

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Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator Date (mm/dd/yyyy)

Annual Statement / Performance and Evaluation Report
Part III : Implementation Schedule
 Comprehensive Grant Program (CGP)

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

(exp. 3/31/2002)

Development Number/Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reason for Revised Target Date (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1406	9/17/2007			9/17/2008			
1408	9/17/2007			9/17/2008			
1410	9/17/2007			9/17/2008			
1430	9/17/2007			9/17/2008			
1460	9/17/2007			9/17/2008			
1485	9/17/2007						

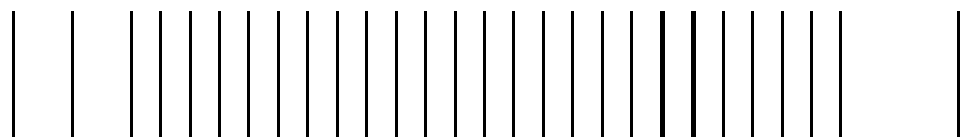
(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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

Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator

(mm/dd/yyyy)



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ATTACHMENT il037b01

REVISED 6/30/2006

Performance and Evaluation Report
Comprehensive Grant Program (CGP) Part 1 Summary

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

OMB APPROVAL No. 2577-0157

HA NAME MONTGOMERY COUNTY HOUSING AUTHORITY	Comprehensive Grant Number IL06P03750106	FFY of Grant Approval 2006
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Original Annual Statement
 Reserve for Disaster/Emergencies
 Revised Annual Statement/Revision Number 1
 Performance and Evaluation Report for Program Year Ending **6/30/2006**
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised (1)	Obligated	Expended
1	Total Non-CGP Funds	\$0.00			
2	1406 Operations	\$40,000.00			
3	1408 Management Improvements	\$38,000.00			
4	1410 Administration	\$35,398.00			
5	1411 Audit	\$0.00			
6	1415 Liquidated Damages	\$0.00			
7	1430 Fees and Costs	\$30,000.00			
8	1440 Site Acquisition	\$0.00			
9	1450 Site Improvement	\$55,307.00			
10	1460 Dwelling Structures	\$120,000.00			
11	1465.1 Dwelling Equipment - Nonexpendable	\$0.00			
12	1470 Nondwelling Structures	\$0.00			
13	1475 Nondwelling Equipment	\$0.00			
14	1485 Demolition	\$35,275.00			
15	1490 Replacement Reserve	\$0.00			
16	1495.1 Relocation Costs	\$0.00			
17	1498 Mod Used for Development	\$0.00			
18	1502 Contingency (may not exceed 8% of line 19)	\$0.00			
19	Amount of Annual Grant (Sum of lines 2-18)	\$353,980.00			
20	Amount of line 19 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of line 19 Related to Section 504 Compliance	\$0.00	\$0.00	\$0.00	\$0.00
22	Amount of line 19 Related to Security	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 19 Related to Conservation Measures	\$120,000.00	\$0.00	\$0.00	\$0.00

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

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

Signature of Executive Director	Date (mm/dd/yyyy)	Signature of Public Housing Director/Office American Programs Administrator	Date (mm/dd/yyyy)
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Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Funds Obligated	Statues of Proposed Funds Expended (2)
				Original	Revised (1)		
	Operations	1406		\$40,000.00			
PHA Wide Management Improvements	Resident Initiatives /HTN	1408		\$ 5,000.00			
	Utility Allowance Update (LIPH & S8)			\$ 8,000.00			
	Physical Needs Accessment			\$ 20,000.00			
	Staff/Comissioner training			\$ 5,000.00			
	Subtotal			\$ 38,000.00			
PHA Wide	ADMINISTRATION-MOD COORD	1410		\$35,398.00			
	Subtotal			\$35,398.00	\$0.00	\$0.00	\$0.00
Fees & Costs	A/E Fees	1430		\$ 30,000.00			
	Subtotal			\$ 30,000.00	\$0.00	\$0.00	\$0.00

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

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Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator Date (mm/dd/yyyy)

Annual Statement / Performance and Evaluation Report
 Part II : Supporting Pages
 Comprehensive Grant Program (CGP)

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

(exp. 3/31/2002)

Development Number/Name HA - Wide Activities	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Costs		Funds Obligated	Funds Expended (2)
				Original	Revised (1)		
HA-Wide	Parking lot/sidewalk repair and tree removal	1450		\$ 55,307.00			
	Subtotal			\$ 55,307.00			
-37-6/Litchfie	New HVAC Systems / Ash Arnette	1460		\$ 120,000.00			
	Subtotal			\$ 120,000.00	\$0.00	\$0.00	\$0.00
	Demolition Loan Repayment (37-12)	1485		\$ 35,275.00			
	Subtotal			\$ 35,275.00	\$0.00	\$0.00	\$0.00
HA-Wide	Contingency	1502		\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal			\$0.00	\$0.00	\$0.00	\$0.00
	Total			\$ 353,980.00	\$0.00	\$269,609.00	\$0.00

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

Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator Date (mm/dd/yyyy)

Annual Statement / Performance and Evaluation Report
Part III : Implementation Schedule
 Comprehensive Grant Program (CGP)

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

(exp. 3/31/2002)

Development Number/Name HA - Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reason for Revised Target Date (2)
	Original	Revised (1)	Actual (2)	Original	Revised (1)	Actual (2)	
1406	9/30/2008			9/30/2009			
1408	9/30/2008			9/30/2009			
1410	9/30/2008			9/30/2009			
1430	9/30/2008			9/30/2009			
1450	9/30/2008			9/30/2009			
1460	9/30/2008			9/30/2009			
1485	9/30/2008			9/30/2009			

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

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

Signature of Executive Director and Date

Signature of Public Housing Director/Office American Programs Administrator

(mm/dd/yyyy)

Annual Statement/Performance and Evaluation Report ATTACHMENT il037c01
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Montgomery County Housing Authority	Grant Type and Number Capital Fund Program Capital Fund Program Replacement Housing Factor Grant No: IL06R03750105 (Updated 7/03/06)	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	27,377		0.00	0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	27,377		0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

**FY2004 CAPITAL FUND PLAN BUDGET REVISIONS
MONTGOMERY COUNTY HOUSING AUTHORITY IL037**

All FY2004 CFP funds are reprogrammed to “1406 Operations” to accommodate FY2005 budget shortfalls and position the Authority to continue to efficiently and effectively operate as a HUD recognized high performer. The Authority’s strategy is to use FY2004 CFP to help fund needed operational improvements, selected salaries and benefits and loan payment for demolishing IL037-12 then resume comprehensive modernization of the Authority’s elderly units in FY2005. Needed operational improvements include, but are not limited to: updating the Authority’s computer system; purchasing needed maintenance tools and equipment; replacing one administrative vehicle; purchasing required security equipment such as fireproof filing cabinets; and providing for needed operational reserves. Selected extraordinary maintenance tasks are also included in the revised FY2004 CFP Annual Plan.

The FY2004 1406 Operations budget includes:

• Demolition loan payment for IL037-12	\$ 35,275
• Update computer hardware and software	\$ 50,000
• Purchase 15 fireproof file cabinets	\$ 22,500
• Upgrade Central Office fire alarm system (more sensors and autodial interface)	\$ 3,500
• Salaries and benefits	\$109,897
• Short/long term disability insurance	\$ 10,000
• Agency Plan update	\$ 5,000
• Utility Allowance update	\$ 2,500
• Admin vehicle	\$ 20,000
• Maintenance tools and equipment	\$ 5,400
• Stoves	\$ 5,000
• Refrigerators	\$ 7,300
• Termite treatment	\$ 22,500
• Repair drain lines under floor slabs	\$ 5,000
• Operating Reserve	<u>\$ 17,885</u>
• TOTAL	\$321,757

Annual Statement/Performance and Evaluation Report ATTACHMENT il037d01
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Montgomery County Housing Authority	Grant Type and Number Capital Fund Program (Updated 7/03/06) Capital Fund Program Replacement Housing Factor Grant No: IL06R03750106	Federal FY of Grant: 2006
--	--	--

Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	34,669		0.00	0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	34,669		0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

**FY2004 CAPITAL FUND PLAN BUDGET REVISIONS
MONTGOMERY COUNTY HOUSING AUTHORITY IL037**

All FY2004 CFP funds are reprogrammed to “1406 Operations” to accommodate FY2005 budget shortfalls and position the Authority to continue to efficiently and effectively operate as a HUD recognized high performer. The Authority’s strategy is to use FY2004 CFP to help fund needed operational improvements, selected salaries and benefits and loan payment for demolishing IL037-12 then resume comprehensive modernization of the Authority’s elderly units in FY2005. Needed operational improvements include, but are not limited to: updating the Authority’s computer system; purchasing needed maintenance tools and equipment; replacing one administrative vehicle; purchasing required security equipment such as fireproof filing cabinets; and providing for needed operational reserves. Selected extraordinary maintenance tasks are also included in the revised FY2004 CFP Annual Plan.

The FY2004 1406 Operations budget includes:

• Demolition loan payment for IL037-12	\$ 35,275
• Update computer hardware and software	\$ 50,000
• Purchase 15 fireproof file cabinets	\$ 22,500
• Upgrade Central Office fire alarm system (more sensors and autodial interface)	\$ 3,500
• Salaries and benefits	\$109,897
• Short/long term disability insurance	\$ 10,000
• Agency Plan update	\$ 5,000
• Utility Allowance update	\$ 2,500
• Admin vehicle	\$ 20,000
• Maintenance tools and equipment	\$ 5,400
• Stoves	\$ 5,000
• Refrigerators	\$ 7,300
• Termite treatment	\$ 22,500
• Repair drain lines under floor slabs	\$ 5,000
• Operating Reserve	<u>\$ 17,885</u>
• TOTAL	\$321,757

**Attachment il037e01
RESIDENT ADVISORY BOARD MEMBERS (RAB)**

1. **Pamela Conner
214 Broad Street
Hillsboro, IL 62049**
2. **Kelley Walker, President
6 Long Avenue
Hillsboro, IL 62049**
3. **Cheryl Hilt
116 Independence Drive
Hillsboro, IL 62049**
4. **Dorothy Austin, Vice-President
Resident Member of the MCHA Board of Commissioners
47 Long Avenue
Hillsboro, IL 62049**
5. **Mary Hitchings
PO Box 414
304 A Montgomery Street
Raymond, IL 62560**
6. **Sharon Cruthis
665 Kirk Terrace
Litchfield, IL 62056**
7. **Jacqueline Cole
530C South Spruce St.
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8. **Donna Kunze
PO Box 104
203 N Stuart St.
Witt, IL 62094**
9. **Manuel Gutierrez
PO Box 131
Taylor Springs, IL 62089**
10. **Dorothy White
1118 N Van Buren
Litchfield, IL 62056**
11. **Samuel Thomas
302 First Street
Coffeen, IL 62017**

Attachment II037a01

MONTGOMERY COUNTY HOUSING AUTHORITY
ADMISSIONS AND CONTINUED OCCUPANCY POLICY

JULY 2005

REVISED _____

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- F. FLAT RENTS

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part A

INTRODUCTION

INTRODUCTION

1. Purpose of the ACOF

The purpose of this policy is to establish guidelines for the Housing Authority staff to follow in determining eligibility for admission to and continued occupancy of public housing.

2. Civil Rights Policy

It is the policy of the Housing Authority, also referred to as the “Housing Authority” and the “PHA”, to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 3 of the 1968 Civil Rights Act, and with all rules and regulations. Specifically, the PHA shall not on account of race, color, sex, creed, or national origin deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

To further its commitment to full compliance with applicable Civil Rights Acts, the PHA will provide federal, state, and local information to applicant/participant households regarding discrimination and recourse in the event of discrimination. Such information will be made available during the Pre-Occupancy Briefing and all applicable forms and printed material will be made available to prospective resident families.

3. Privacy Policy

It is the policy of the Housing Authority (PHA) to facilitate the full exercise of rights conferred on individuals under the Privacy Act of 1974, 5 U.S.C 552A, and to insure the protection of privacy of individuals about whom the Housing Authority maintains records under its Low-Rent Housing Program.

Therefore, the PHA shall not disclose any personal information contained in such records by any means of communication to any person or to another agency unless the individual to whom such information pertains requests or consents to such disclosure or unless such disclosure is authorized under the applicable provisions of the Privacy Act. The PHA has determined that disclosure under any other circumstances would constitute an unwarranted invasion of privacy in violation of the Privacy Act and the United States Constitution. The PHA shall refuse any and all requests for any unauthorized and unlawful disclosures. It is important to note that this privacy policy is applicable to the disclosure of participant information and NOT the gathering and use of information necessary to ensure full compliance with HUD regulations governing such items including, but not limited to, the following:

- determining initial and on-going eligibility
- applicable allowances and deductions
- resident rental payments

*Montgomery County Housing Authority
Admissions and Continued Occupancy Policy*

current and past assets
outstanding indebtedness to government as a result of prior participation in other federally subsidized housing programs

However, no information regarding applicant/participant households will be solicited unless directly attributed to direct or implied responsibilities of the Housing Authority.

4. Authority

Eligibility for admission to and occupancy of Low-Income Public Housing is governed by requirements of the Department of Housing and Urban Development, with some latitude for local policies and procedures. This Admissions and Continued Occupancy Policy (ACOP) incorporates these requirements and is binding upon applicants, residents, and the Housing Authority alike, the latter two through inclusion of the ACOP into the Dwelling Lease by reference. Notwithstanding the above, changes in applicable Federal law or regulations shall supersede this policy at any point in which they are in conflict.

5. Objectives

The objectives of this policy are to:

- a. Promote the overall goal of drug-free, healthy, safe, affordable, decent, and sanitary housing in good neighborhoods by:
 - (i) Ensuring a social and economic mix of low-income residents within each public housing neighborhood in order to foster social stability and upward mobility;
 - (ii) Ensuring the fiscal stability of the Housing Authority; and,
 - (iii) Lawfully denying admissions or continued occupancy to families whose presence in a public housing neighborhood is likely to adversely affect the health, safety or welfare of other residents or the physical environment of the neighborhood.
- b. Facilitate the efficient management of the Housing Authority and compliance with Federal Regulations by establishing the policy basis for management procedures, record keeping, and auditing.
- c. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations to insure that admission to and occupancy of public housing neighborhoods is conducted without regard to race, color, creed, sex or national origin.
- d. Prescribe standards and criteria for resident selection and annual reexamination of income and family composition.

*Montgomery County Housing Authority
Admissions and Continued Occupancy Policy*

6. Outreach - As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, etc.). For those who call the Housing Authority's Office, the staff may be available to convey essential information.
- The Housing Authority may hold meetings with local social community agencies.
 - The Housing Authority may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.
 - The Housing Authority may make known to the public, through publications in a newspaper of general circulation and other suitable means, the availability and nature of housing assistance for low-income families. The notice shall inform such families where they may apply for housing. The Housing Authority shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the Housing Authority planned programs will be incorporated in the CHAS.
7. Fair Housing Policy - It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the Housing Authority shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide access to information to public housing residents regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicant's/tenants file.

8. Terminology

The term "he" or "his" used throughout this document is used in the generic sense to include male/female, singular/plural as appropriate. The Housing Authority is also referred to as the "Housing Authority" or the "PHA" throughout this document.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part B

DEFINITIONS

DEFINITIONS

FAMILY

1. The term "Family" as used in this policy includes:

All of the federally defined families, including elderly family, near-elderly family, disabled family, displaced family, remaining member of a tenant family, and a single person (who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family) and two or more persons related by blood, marriage, adoption or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources. The temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size

2. The term "Disabled family" as used in this policy means:

A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

3. The term "Displaced family" as used in this policy means:

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

4. The term "Displaced person" as used in this policy means:

A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

5. The term "Elderly family" as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

6. The term “Elderly person” as used in this policy means:

A person who is at least 62 years of age.

7. The term “Live-in Aide” as used in this policy means:

A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- a. Is determined to be essential to the care and well being of the persons;
- b. Is not obligated to financially or otherwise support the person(s); and
- c. Would not be living in the unit except to provide the necessary supportive services.
- d. **Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family. A Live-in Aide must be approved, in advance, by the Housing Authority and meet eligibility requirements for public housing occupancy.**
- e. **A Live-in aide has no rights to the dwelling unit when the person(s) to whom they provide care leaves the unit.**

8. The term “Near-elderly family” as used in this policy means:

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62: or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

9. The term “Near-elderly person” as used in this policy means:

A person who is at least 50 years of age but below the age of 62.

10. The term “Person with disabilities” as used in this policy means:

- a. Has a disability as defined in section 223 of the Social Security Act;
- b. Has a physical, mental, or emotional impairment that:
 - (i) Is expected to be of a long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions; or

- c. Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(5)).
- d. Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.

ANNUAL INCOME

1. Income

Income is defined by the Secretary of HUD at 24 CFR 5.609, and amplified in this policy in those areas within the discretion of a Public Housing Authority.

2. Annual Income

Annual Income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following reexamination effective date; and, which are exclusive of income that is temporary, nonrecurring, sporadic, and exclusive of certain other types of income specified in this policy; and, amounts derived during the 12-month period from assets to which any member of the family has access.

a. Annual Income includes, but is not limited to:

- (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (ii) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
- (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in (ii) above of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
- (iv) The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

- (v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (but see "lump sum additions" in this policy);
- (vi) Welfare assistance;
 - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
 - (b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (vii) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling.
- (viii) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling, but see paragraph 5 in the next sub-section regarding special pay);

b. Annual Income does not include:

- (i) Income from employment of children (including foster children) under the age of 18 years;
- (ii) Payments received for the care of foster children or foster adults;
- (iii) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see "payments in lieu of earnings" in this policy);
- (iv) Amounts that are specifically for or in reimbursement of the cost of medical expenses, when applicable;
- (v) Income of a Live-in Aide;
- (vi) Amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that are available for subsistence is to be included in income;

- (vii) The special pay to a family member in the Armed Forces away from home and exposed to hostile fire;
- (viii) Temporary, nonrecurring or sporadic income (including gifts). Applicants and residents must report all income and the Housing Authority will determine if the income is casual, sporadic, temporary or nonrecurring.
- (ix) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- (x) Earnings in excess of \$480 for each full-time student 18 years old or older, excluding the head of household and spouse;
- (xi) Adoption assistance payments in excess of \$480 per adopted child;
- (xii) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- (xiii) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
- (xiv) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- (xv) A resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
- (xvi) Earned income:
 - (a) Disallowance of earned income from rent determinations applies when a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases. Such disallowance shall be granted to eligible families for a twelve (12) month period, contingent upon continued employment or increased income.
 - (b) Upon expiration of the 12-month period of disallowance of earned income from rent determinations, earned income shall continue to be disallowed for the next twelve (12) months at a rate not to exceed 50% of the amount of the total rent increase that would be applicable in the absence of the

disallowance. Such phase-in of earned income in rent calculation is contingent upon continued employment or increased income.

- (xvii) Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. When such exclusions are mandated by Federal statute or regulation, they will become effective as prescribed by the Federal government without the necessity to amend this policy. The following is a list of types of benefits that qualify for that exclusion.
- (a) Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
 - (b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b));
 - (c) Payment to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
 - (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (a));
 - (e) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - (g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b));
 - (h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503 2504);
 - (i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117); and
 - (j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (See 24 CFR 215.1(c)(6), 236.3(c)(6), 813.106(c)(6), and 913.106(c)(6)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

3. Monthly Income - One-twelfth of Annual income. For purposes of determining priorities based on an applicant's rent as a percentage of monthly income.
4. Adjusted Income - Adjusted income means annual income less the following:
 - a. \$400 for any elderly or disabled family;
 - b. The amount by which 3% of the annual family income is exceeded by the sum of:
 - (i) Unreimbursed medical expenses for any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.
 - c. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education;
 - d. \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age, or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;
 - e. The amount of any earned income of a member of the family who is not:
 - (i) 18 years of age or older, and
 - (ii) The head of the household (or the spouse of the head of the household).
 - f. Other exclusions may be excluded at the discretion of the Housing Authority:
 - (i) Excessive travel expenses, not to exceed \$25 per family per week for employment or education-related travel.
 - (ii) Earned income, which may include all earned income of the family; amount earned by particular members of the family; the amount earned by families having certain characteristics; the amount earned during certain periods or from certain sources.
5. Monthly Adjusted Income - One-twelfth of Adjusted Income.
6. Income for Rent - "Income for Rent" for the purpose of determining rents, and for statistical reporting means adjusted income; except that Annual Income is to be used in determining 10 percent of gross income.

TOTAL TENANT PAYMENT

1. Determining the Total Tenant Payment is a two-step process. Total Tenant Payment for families whose initial lease is effective on or after August 1, 1982, shall be the highest of the following rounded to the nearest dollar:
 - a. 30 percent of monthly Adjusted Income; or
 - b. 10 percent of Monthly Income;
 - c. The welfare rent, if applicable.

A minimum rent amount of \$50. Note: QHWRA established certain exceptions to the minimum rent requirements relating to hardship that are discussed in the Rent Collection Policy of this ACOP.

After the highest amount has been determined above, that number is compared to the ceiling rent or flat rent of the unit size that is or will be occupied by the family, and the lower of the amount determined above or the ceiling/flat rent is the Total Tenant Payment.

2. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges, such as maintenance charges, late charges, etc.

TTP can be based on 0%-30% of monthly-adjusted income. This is at the discretion of the PHA.

OTHER

1. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to **actively seek employment**, be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The Housing Authority will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

Actively seeking employment means the person (s) is actively and routinely identifying and pursuing available jobs, preparing and submitting resumes and applications for employment, interviewing, and following up with interviews. Childcare expenses apply when the person(s) is not able to be at home such as when interviewing, meeting with other persons or agencies to prepare resumes or job applications and the like. The Housing Authority may require a family to provide evidence of the need for and the amount of eligible childcare expenses.

2. Dependent: A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full Time Student. An unborn child shall not be considered a dependent.
3. Designated Housing: A project (or projects) or a portion of a project (or projects) that has been designated in accordance with 24 CFR Part 945.
4. Employment: Individual who is head of household or spouse and is employed. The employment income must be countable under the U.S. Department of Housing and Urban Development's definition of annual income.
5. Enrolled in a Job Training Program: Individual who is head of household or spouse and is currently enrolled and participating in a job training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
6. Extremely Low-Income Family: A family's who's Annual Income does not exceed 30% of the area median income, as determined by HUD.
7. Graduate of Job Training Program: Individual who is head of household or spouse is a graduate of a job-training program that prepares the applicant to enter or reenter the job market. Verification shall be required from the job-training program.
8. Head of Household: Head of Household means the adult member of the family who is held primarily responsible and accountable for the family, particularly in regard to lease obligations.
9. Low Income Family: A family who's Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on

the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

10. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by Insurance. Medical expenses, in excess of 3% of Annual Income, are deductible from annual income for elderly families only.
11. Military Service: Military service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the Commissioned Corps of the United States Public Health Service.
12. Minor: A "minor" is a person less than eighteen years of age. (An unborn child may not be counted as a minor but is counted for eligibility of a single, pregnant female.) An infant is a child under the age of two. Unemancipated minors shall not be eligible for participation in the public housing program because they cannot be legally held to a contract.
13. Mixed Population Project: A public housing project, or portion of a project, that was reserved for elderly families and disabled families at its inception (and has retained that character). If the project was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the project (or portion of a project) to elderly families and disabled families. These projects formerly were known as elderly projects.
14. Net Family Assets: "Net Family Assets" include the value of, or equity in, real property, savings, bonds, stocks, and other forms of capital investments after deducting reasonable costs that would be incurred in the disposition of such assets. The value of personal property such as furniture and automobiles is to be disregarded in the Net Assets determination. Also, the interests in Indian trust land and equity accounts in HUD homeownership programs is to be disregarded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered as an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, the PHA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident received important consideration not measurable in dollar terms.

To determine the cash value of savings accounts, the current amount in the accounts will be used as well as current interest rates. To determine the cash value of checking accounts, the average balance for the last six months will be used as well as current interest rates for interest bearing checking accounts.

When determining the value of net family assets the cost of disposing of the assets will be deducted. If an asset is an Individual Retirement Account (IRA), for example, there will be income tax and interest penalties due in the case of early withdrawal. Likewise if a family sells stocks or bonds they will typically have a broker's commission to pay. Certificates of deposits have penalties for early withdrawal.

Joint accounts that are set-up as “either/or” accounts will be considered as 100% owned by either account holder. Joint accounts that are set-up as “and” accounts will be considered as 50% owned by either account holder.

15. Spouse: Spouse means the husband or wife of the head of household.
16. Tenant Rent: The amount payable monthly by the Family as rent to the PHA. Where all utilities (except telephone) and other essential housing services are supplied by the PHA, tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the PHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. (Tenant Rent is a term established and defined by 24 CFR (§913) and as such, is occasionally awkward in ordinary usage. For this reason, the term "Tenant Rent" is used interchangeably with "rent" elsewhere in this ACOP to refer to the net monthly payment by the family to PHA. The only exception is the term "rent" as defined in this policy in reference to admission priorities based on an applicant's rent as a percentage of monthly income).
17. Rent: For purposes of determining whether an applicant is entitled to a priority for public housing admission based on current rent as a percentage of monthly income (if applicable), rent is defined as the actual amount due, calculated on a monthly basis, under a lease or rental agreement between a family and the family's current landlord, plus any monthly payments that a family makes toward tenant purchased utilities (except telephone) and other housing services. In calculating a family's payments toward utilities and other housing services, the Housing Authority will use its reasonable estimate of tenant-purchased utilities and other housing services that are normally included in rent; or if the family chooses, the family's average monthly utility costs, based on the family's utility bills furnished by the family, for the most recent 12-month period, or, where bills are not obtainable for the entire period, for an appropriate recent period.

For the purposes of calculating rent under this paragraph, amounts paid to or on behalf of a family under any energy assistance program must be subtracted from the otherwise applicable rental amount to the extent that they are not included in the family's income.

In the case of an applicant who owns a manufactured home, but who rents the space upon which it is located, rent under this paragraph includes the monthly payment to amortize the purchase price of the home, as calculated in accordance with HUD's requirements. In the case of members of a cooperative, rent under this paragraph means the charges under the occupancy agreement between the members and the cooperative.

18. Utility: Electricity, gas, heating fuel, water and sewage services, and trash and garbage collection. Telephone service is not included as a Utility.
19. Utility Allowance: If the cost of utility (except telephone) and other housing services for an assisted unit is not included in the Total Tenant Payment but is the responsibility of the family occupying the unit, an amount equal to the estimate made by PHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a quality living environment.

20. Utility Reimbursement Payment: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.
21. Very Low-Income Family: A family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for small and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
22. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.
23. Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
24. Live-In Aid/Caretaker: A person who is employed by and resides with an Elderly, Disabled, or Handicapped person or persons to provide medical care, and who:
 - a. Is determined by the HA to be essential to the care and well-being of the person(s)
 - b. Is not obligated for support of the person(s); and
 - c. Would not be living in the unit except to provide supportive services (See 24 CFR 913.106 (C) for treatment of a Live-In Aide's Income.)
25. Neighborhood or Community: Any lower income Public Housing site as established in a development program, except that when sites are adjacent or within a block of each other, such sites collectively shall be considered one location.
26. Public Housing Authority/Agency (PHA): A State, County, municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized by the 1937 Housing Law, as amended, to engage in or assist in the development or operation of housing for lower income families. The term "public housing" includes dwelling units in a mixed finance project that are assisted by a public housing authority with capital or operating assistance.

PREFERENCES

The Montgomery County Housing Authority does not have any preferences. The Housing Authority will accept applicants on a first come, first serve basis.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part C

ADMISSIONS

ADMISSIONS

1. Non Discrimination

The Housing Authority will not, on account of race, color, creed, sex or national origin, deny or hinder any applicant family the opportunity to make application or lease a dwelling unit suitable to its needs in any of its developments. Neither will the Housing Authority discriminate because of religion, age, physical handicap, pregnancy, parenthood, or marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

2. Income Targeting

The Housing Authority will admit for occupancy eligible families and strive for no less than 40% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

3. Deconcentration Policy

The Housing Authority will strive to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments through admissions policies designed to bring in higher income residents into lower income developments and lower income residents into higher income developments. This policy shall not be construed to impose or require any specific income or racial quotas for any public housing development owned by the Housing Authority.

OUTREACH TO HIGHER INCOME FAMILIES

1. Outreach to Higher Income Families

The Housing Authority encourages program participation by higher income families. In an effort to create mixed-income communities and lessen the concentration of very-low income families within the Housing Authority's public housing developments, the Housing Authority will conduct outreach targeted to higher income working families. Outreach may include printed material, radio advertising, and television advertising of the Housing Authority's public housing program. Outreach may also include formal and informal discussions and meetings.

2. Incentives

In order to achieve deconcentration, the PHA may choose to skip an applicant on the waiting list in order to house a family who is willing to accept a unit in a targeted development. The PHA may also grant incentive rents (or other incentives) the purpose of creating mixed income communities and lessening the concentration of extremely low and very-low income families in one area. The applicant family shall have sole discretion of determining whether to accept the incentive and the Housing Authority shall not take any adverse action toward any eligible family for choosing not to accept an incentive.

3. Change in Income Targeting Goals

Under the Housing Authority's Section 8 program, not less than 75% of participants shall be families whose incomes do not exceed 30% of the area median income. Under the provisions of HR 4194, if the Housing Authority exceeds this goal and has in excess of 75% of participants whose incomes do not exceed 30% of the area median, the Housing Authority may decrease its income targeting goal to have no less than 30% of available dwelling units occupied by eligible families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

a. Credit for Exceeding Targeting Goals

During any fiscal year, the Housing Authority may be credited the number of units by which the aggregate number of qualified families who in such fiscal year are initially provided tenant-based assistance under Section 8 exceeds the number of qualified families that is required for the Housing Authority to comply with income target requirements.

b. Credit Limit

The credit number of units shall not exceed the lesser of:

- (i) The number of dwelling units that is equivalent to 10% of the aggregate number of families initially provided tenant-based assistance under Section 8; or,
- (ii) The number of public housing dwelling units that:

- (a) Are in projects that are located in census tracts having a poverty rate of 30% or more; and,
- (b) Are made available for occupancy during such fiscal year and are actually filled only by families whose incomes at the time of occupancy exceed 30% of the area median income.

APPLICATION TAKING

The Application Process

Pre-applications will be made available to applicants at the Administrative Office, or at designated sites, if applicable. Applicants will complete the pre-application form and make an intake appointment with the housing authority where the family's name and information, and date and time of receipt, will be added to the pre-application waiting list.

The pre-application will request the names, age and social security numbers of all family members, the amount and source of income of each family member, and whether the applicant claims a preference. The applicant will be responsible for reporting any change of address or of circumstance (i.e., change in family composition, change in income). The authority will not verify the information provided by the family until the family's name comes to the top of the list. The authority will verify the information in the event that there is not a lengthy waiting list for admission.

The Application Process

All admissions to public housing shall be made on the basis of a personal interview where a pre-application is completed by the applicant family and Housing Authority personnel. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Housing Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded. This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications:

1. Pre-Applications for the public housing program will be completed during a one on one interview between the applicant family and Housing Authority personnel and shall be maintained on the Housing Authority's computer system. Applicants shall complete and sign the application and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Housing Authority reserves the right to require the signature of any or all-adult members of the applicant household.
2. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with designated PHA personnel for the purpose of determining eligibility.
3. Should applicants fail to provide required verification documentation within time frame established by the PHA, the applicant is sent a denial letter with review and the review process.
4. The Housing Authority reserves the right to suspend application taking when the current supply of completed full applications exceeds the number of families that could be reasonably expected to be housed within the next twelve months.
5. The Housing Authority will normally take applications from a central location, which will allow for processing by staff persons knowledgeable of the rules and regulations governing resident selection and assignment, but reserves the right to establish satellite locations for application taking.

6. The Housing Authority reserves the right to establish times for taking applications, including by appointment. The Housing Authority staff may, at its discretion, provide for application interviews outside normal hours when necessary for hardship reasons.
7. Insofar as possible, application interviews shall be conducted in private.
8. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
9. All active applications will be purged no less than once every 12 to 18 months. Notification shall be sent to each applicant informing him/her that unless he/she confirms his/her continued interest, his/her application will be retired from the active file. Returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the PHA whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. Applicants should notify the PHA if he/she no longer desires consideration for public housing.
10. Applicants on waiting lists for any other type of assisted housing will have no special status with respect to the Low-Rent Public Housing Program. Applicants must submit separate applications for other programs. Applicants will not lose their place on any other PHA waiting list should they make an application for "Low-Rent" public housing. This right will be explained to each applicant who might have previously filed an application for a dwelling unit through any other PHA program.
11. The Housing Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

ELIGIBILITY CRITERIA

1. The Housing Authority shall use the guidelines and procedures prescribed by HUD at the time of applicant processing to make a final determination of household eligibility.
2. All families who are admitted to Public Housing must be individually determined eligible under the terms of this policy. In order to be determined eligible, an applicant family must meet ALL of the following requirements:
 - a. The applicant family must qualify as a family as defined in Section B.
 - b. The single person applicant must qualify as a single person as defined in Section B.
 - c. The applicant's Annual Income as defined in Section B (HUD Secretary's definition) must not exceed income limits established by the Department of Housing and Urban Development for Public Housing in the County of PHA jurisdiction.
 - d. The applicant family must conform to the Occupancy Standards contained in this policy regarding unit size and type.
 - e. The applicant must have a satisfactory record in meeting past financial obligations, especially in payment of rent. In situations where an unsatisfactory record is obtained the PHA shall take into consideration extenuating circumstances such as illness, or other incidents beyond the control of the applicant. Applicants shall not have a history of more than three late rent payments during one calendar year. Applicants shall not have been evicted for non-payment of rent over the past five years.
 - f. Section 214 of the Housing and Community Development Act of 1980, as amended, prohibits the Secretary of the Department of Housing and Urban Development (HUD) from making financial assistance available to persons who are other than United States Citizens, nationals, or certain categories of eligible non-citizens either applying to or residing in specified Section 214 covered programs. Section 214 programs include: Public Housing, Section 8 Rental Certificate Program and Section 8 Rental Voucher Program.
 - g. Any tenant evicted from federally assisted housing by reason of drug-related criminal activity shall not be eligible for federally assisted housing during the 3-year period beginning from the date of such eviction, unless the evicted tenant successfully completes a rehabilitation program approved by the Housing Authority, and/or if the circumstances leading to eviction no longer exists.
 - h. The Housing Authority shall prohibit admission for any household member who the Housing Authority determines is illegally using a controlled substance, or determines that a household member's illegal use, or pattern of illegal use, of a controlled substance, or abuse, or pattern of abuse, of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. QWHRA further stipulates that individuals convicted of manufacturing or producing methamphetamine (speed) will be permanently denied admission to public housing and a current resident's tenancy will be

immediately and permanently terminated if convicted of manufacturing or producing methamphetamine.

In determining whether to deny admission to the Housing Authority any household based on a pattern of abuse of alcohol by a household member, the Housing Authority may consider whether such a household member:

- (i) Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable);
 - (ii) Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of controlled substance or abuse of alcohol (as applicable); or
 - (iii) Is participating in a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol (as applicable).
- i. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household who the Housing Authority determines is or was, during a reasonable time preceding the date when the applicant household would otherwise be selected for admission, engaged in any drug-related or violent criminal activity or other criminal activity which would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
 - j. The Housing Authority shall prohibit admission for any applicant or member of the applicant's household that the Housing Authority determines is subject to a lifetime registration requirement under a state sex offender registration program.
 - k. The applicant family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
 - (i) The health, safety, or welfare of other residents;
 - (ii) The peaceful enjoyment of the neighborhood by other residents; or
 - (iii) The physical environment and fiscal stability of the neighborhood.
 - l. The applicant family must not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of a fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In a case where a qualified agency is working with the applicant family to improve its housekeeping and the agency reports that the applicant family shows potential for improvement, decision as to eligibility shall be reached after referral to and recommendation by the Executive

Director or his/her designee. This category does not include applicant families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.

- m. The applicant family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, handicap, etc. In determining the applicant family's capacity to discharge all lease obligations the HA must consider the family's ability to secure outside assistance in meeting those obligations.
- n. If the applicant is a former resident of public housing or Section 8 housing programs administered by an agency, the applicant family must have a satisfactory record in meeting financial and other lease obligations. **Former residents who owe move-out balances to any Housing Authority will not be considered for re-admission until the account is paid in full and reasonable assurance is obtained of the applicant's ability to meet his or her rent obligations.**
- o. The applicant must not have a history of non-compliance with rental agreements including failure to comply with the terms of the rental agreements on prior residences, such as providing shelter to unauthorized persons, keeping pets or other acts in violation of rules and regulations, and painting or decorating without permission of the owner.

Any applicant who has been evicted from a public housing program or terminated from a Section 8 Rental Program shall not be eligible to receive any type of housing assistance for three years.

- p. The applicant family must have properly completed all application requirements, including verifications. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, neighborhood assignment, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family may be subsequently evicted, even if the family meets current eligibility criteria at that time.
 - q. Other factors affecting a final determination of eligibility include:
 - (i) Household has no outstanding indebtedness to the PHA or any other federal housing program;
 - (ii) Family will occupy unit as their sole place of residence.
3. Substance abuse as described in this policy and drug-related criminal activity as described in this policy shall include, but not be limited to, the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), and Section 428 of the FY 1999 HUD Appropriations Act).
4. Sources of information for eligibility determination may include, but are not limited to, the

applicant (by means of interviews or home visits), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by the particular circumstances. Information relative to the acceptance or rejection of an applicant shall be documented in accordance with Part C; Verification, and placed in the applicant's file. Such documentation may include reports of interviews, letters or written summaries of telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a summary of the information received.

5. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct or to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation.
 - b. Evidence of the applicant family's participation or willingness to participate in social services or other appropriate counseling service programs and the availability of such programs.
 - c. Evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
 - d. In the case of applicants whose capacity for independent living and discharge of lease obligations is in question, the resources actually available in support of the family, such as visiting nurses, homemakers or Live-In caretakers.
6. An otherwise ineligible handicapped applicant shall be eligible for admission if the problem resulting in the ineligibility can be addressed through reasonable accommodations.
7. Tenancy at properties for elderly and/or handicapped persons will be based upon the applicant's ability to live independently or to live independently with limited supportive services.
8. The Housing Authority will not unnecessarily segregate individuals with handicaps to particular areas or developments. The Housing Authority will provide assistance to enable all individuals with handicaps to meet legal requirements; for example, the Housing Authority could provide interpreters, Braille or taped versions of leases, recertifications and other legal documents, whatever is appropriate.
9. If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request in an informal hearing. The applicant may bring any person he/she wishes to represent them at the informal hearing. The request for an informal hearing must be submitted in writing and the Housing Authority must receive the request within ten (10) days from the date stated on the ineligible letter.

SCREENING

1. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records regarding such member of the household from the National Crime Information Center, police department, and other law enforcement agencies.
2. Under section 578 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority may require, as a condition of providing admission to the Housing Authority, that each adult member of the household provide a signed, written, authorization for the Housing Authority to obtain records from state and local agencies to determine whether an applicant is subject to a lifetime registration requirement under a state sex offender registration program.

Before an adverse action is taken with respect to an applicant for occupancy on the basis that an individual is subject to a lifetime registration requirement under a state sex offender registration program, the Housing Authority shall provide the applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information.

3. Under section 575 of the Quality Housing and Work Responsibility Act of 1998, the Housing Authority, notwithstanding any other provision of law other than the Public Health Service Act (42 USC 201 et seq), may require each person who applies for admission to the Housing Authority to sign a one or more forms of written consent authorizing the Housing Authority to receive information from a drug abuse treatment facility that is solely related to whether the applicant is currently engaging in the illegal use of controlled substances. In a formal written consent, the Housing Authority shall request only whether the drug abuse treatment facility has reasonable cause to believe that the applicant is currently engaging in the illegal use of a controlled substance.

The Housing Authority shall make an inquiry to a drug treatment facility if the Housing Authority receives information from the criminal record of the applicant that indicates evidence of prior arrest or conviction or the Housing Authority receives information from the records of prior tenancy of the applicant that demonstrates that the applicant engaged in the destruction of property, engaged in violent activity against another person, or interfered with the right of peaceful enjoyment of the premises of another tenant.

The applicant's signed written consent shall expire automatically after the Housing Authority has made a final decision to either approve or deny the applicant's application for admittance to public housing.

The term "currently engaging in the illegal use of a controlled substance" means the illegal use of a controlled substance that occurred recently enough to justify a reasonable belief that an applicant's illegal use of a controlled substance is current or that continuing illegal use of a controlled substance by the applicant is a real and ongoing problem.

6. Conditions for Denial

- a. The applicant or resident currently owes rent or other amounts to PHA or to another agency in connection with Section 8 or Public Housing Program.
- b. The applicant has committed any fraud in connection with any federal housing assistance program.
- c. The applicant has violated any Family obligation under any Section 8 Existing Program as stated on the Certificate of Family Participation or Housing Voucher.
- d. The applicant has breached an “Agreement to Repay” any monies due the Housing Authority. If the applicant owes money as a prior participant, the applicant will not be accepted, nor placed on the waiting list, until payment in full has been received.
- e. The applicant has an unacceptable Police Record wherein the applicant or any member of the household who has attained the age of 18 has within the past five years been convicted of a crime or has a history of criminal activity that would jeopardize the health, safety, and welfare of the community. Examples of unacceptable behavior includes, but is not limited to violent behavior, confirmed drug or alcohol addiction or abuse, grossly unsanitary or hazardous housekeeping, history of disturbance of neighbors, destruction of property, or other disruptive or dangerous behavior of any family member regardless of age
- f. INS Denial

Assistance to applicant shall be denied in accordance with the procedures for any of the following events:

- (i) Evidence of citizenship (i.e. the Declaration) and eligible immigration status is not submitted by the date specified or by the expiration of any extension granted; or,
- (ii) Evidence of citizenship and eligible immigration status is submitted on a timely basis, but INS primary and secondary verification does not verify eligible immigration status of all family members; and,
 - (a) The family does not pursue INS appeal or Housing Authority informal hearing rights; or,
 - (b) INS appeal and Housing Authority informal hearing rights are pursued, but the final appeal or hearing decisions are decided against the family member.

RECORDS MANAGEMENT AND CONFIDENTIALITY

1. Records Management

- a. All records obtained for the purpose of applicant screening shall be maintained confidentially and in accordance with section 543 of the Public Health Service Act (12 USC 290dd-2) to ensure that the records are not misused or improperly disseminated and are properly destroyed.
- b. All records obtained for the purpose of applicant screening shall be:
 - (i) Maintained in the applicant file in a locked file cabinet.
 - (ii) Destroyed no less than five (5) business days after the date on which the Housing Authority gives final approval for an application for admission.
 - (iii) Destroyed in a timely manner if the Housing Authority denies the application and the date on which the statute of limitations for the commencement of a civil action from the applicant based upon that denial of admission has expired.

2. Confidentiality

The Housing Authority receiving information for the purpose of applicant screening shall not be disclosed to any person who is not an officer, employee, or authorized representative of the Housing Authority and who has a job-related need to have access to the information in connection with admission of applicants, eviction of residents, or termination of assistance. For judicial eviction proceedings, disclosures may be made to the extent necessary.

Any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully requests or obtains any information concerning an applicant for, or tenant of the Housing Authority, under false pretenses, or any officer, employee, or authorized representative of the Housing Authority who knowingly and willfully discloses any such information in any manner to any individual not entitled under any law to receive it, shall be guilty of a misdemeanor and such to the fines of the state.

Any applicant or resident of the Housing Authority affected by negligent or knowing disclosure of information referred to in this subsection about such person by an officer, employee or authorized representative of the Housing Authority, which disclosure is authorized by this subsection, or any other negligent or knowing action that is inconsistent with this subsection, may bring a civil action for damages and such other relief as may be appropriate against the Housing Authority. The district court of the United States in the district in which the affected applicant or resident resides, in which such unauthorized action occurred, or in which the officer, employee, or representative alleged to be responsible for any such unauthorized action resides, shall have jurisdiction in such matters.

VERIFICATION OF INCOME AND CIRCUMSTANCES

Levels of Verification

The following hierarchy levels of verification will be followed:

1. **Highest** Up-front income verification (UIV) – mandatory
 - HUD website (UIV)
 - TASS
 - Other federal, state and private sector UIV websites

2. **High** Third-party written – mandatory
 - Two weeks allowed for response
 - Two attempts made before phone calls
 - Includes email and FAX

3. **Medium** Third Party oral - mandatory if third party written is not available

4. **Medium-low** Document review – use only if UIV and third party verification is not available

5. **Low** Tenant declaration – use only as last resort when no other verification method is available

Note: Verified information must be no older than ninety (90) calendar days.

Verification Requirements

No applicant family shall be admitted to public housing without thorough verification of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type, priority rating, etc. The same type of verifications are required to process any interim or annual reexamination for public housing residents. Complete and accurate verification documentation shall be maintained for each applicant and resident. Such documentation may include, but is not limited to, the following:

1. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all items and amounts of income and deductions, together with other eligibility and preference determinations;

2. Third party verification forms supplied by the PHA and returned properly completed by employers, public welfare agencies, etc.;

3. Originals, photocopies, or carbon copies of documents in the applicant's possession which substantiate his statements, or a brief summary of the pertinent contents of such documents signed and dated by the staff member who viewed them. Such documents must be within 60 days current. No determinations will be made based upon information/documents more than two (2) months old;

4. Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, etc., sworn to before a Notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income);

5. Memoranda of verification data obtained by personal interview, home visit, telephone, or other means, with source, date received, name and title of person receiving the information clearly indicated, and a summary of information received;
6. Certified birth certificates, or other substantial proof of age, to support claims to the various entitlements in these policies for each member of the household;
7. Proof of disability, or of physical impairment, if necessary to determine the applicant's eligibility as a family or entitlement to consideration under the criteria established in these policies, provided in written form by the appropriate government agency;
8. Statements from landlords, family social workers, parole officers, court records, drug treatment centers, clinics, physicians, Illinois Department of Law Enforcement, county sheriff's department or police departments, where warranted in individual cases;
9. Receipts for utility services;
10. For households reporting "zero" income, HA will require statements and verification from parties who are identified as providing non-cash contributions such as groceries and clothing;
11. When verification cannot be accomplished by either form of third party verification or review of documents, the applicant/resident will be required to submit a notarized statement. Where a notarized statement has been accepted for income determination purposes, the family will be apprised of the requirement to undergo and re-exam every **XX** months (at PHA's discretion).
12. Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by federal regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending.

- a. Citizens or Nationals of the United States. A signed declaration of U.S. citizenship under penalty of perjury.
- b. Eligible Immigrants who were Participants and 62 years of age or over on June 19, 1995. A signed declaration of eligible immigration status and provide proof of age.
- c. Noncitizens with eligible immigration status. A signed declaration of status and verification consent form and original immigration documents which are copied front and back and returned to the family. The PHA will verify the status through the INS SAVE system. If this primary verification fails to verify status, the PHA will request within ten (10) days that the INS conduct a manual search.
- d. Ineligible family members who do not claim to be citizens or eligible immigrant must be

listed on a statement of ineligible family members signed by the head of household or spouse.

- e. Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as the final verification other factors of eligibility. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. HA will allow up to sixty (60) days to provide the document or receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

13. The Housing Authority shall require the family head and other such family members as it designates to execute a HUD-approved release and consent authorizing any depository or private source of income, or any Federal, state, or local agency to furnish or release to the PHA and to HUD such information as PHA or HUD determines to be necessary. Because eligibility for Federal Housing Assistance is not based on a "declaration system" but upon verification of actual income and family circumstances, the Housing Authority is not limited to verification of data supplied by applicants or residents. Failure of an applicant to cooperate with the Housing Authority in obtaining verifications will result in the application being declared incomplete and inactive. A tenant who fails to cooperate or to release information may be evicted. In addition, interim rent reductions will not be made for residents until after receipt of all required verifications. In

consideration of the privacy rights of residents and applicants, the Housing Authority shall restrict its requests to those matters of income, family composition and other family circumstance which are related to eligibility, rent, unit size and type, admission priority rating, or other lawful determinations made by the Housing Authority. If the verified data as listed in this policy are not more than two months old at the time an applicant is selected for admission, and the applicant certifies by written statement that no change has occurred in his status, the data will be considered as reflecting the applicant family's status at the time of admission. If data are more than two months old, all factors are to be re-verified and findings recorded. As part of the application record of each applicant determined to be eligible for admission, the admitting officer or his supervisor shall certify that an investigation has been made of such family and that on the basis of this investigation, it has been determined that the applicant and his family meet all the conditions governing eligibility. The PHA must obtain third party documentation by sending out requests for documentation.

14. Special verification requirements for phase-in rents

All residents who desire to claim an earned income exclusion under the phase-in rent policy, must report the new earned income or increased income within 10 days after they begin. Failure to accurately and promptly report changes in employment or increased income (or other changes in income or family circumstances affecting eligibility for the same) will result in denial or loss of the earned income exclusions. If such failure results in the resident paying lower rent than he/she would have otherwise been required to pay, the resident is subject to the same penalties for any other failure to report income, including retroactive rent. Residents qualifying under the phase-in rent program must report all changes in income within 10 days after they occur.

In addition to such other verification as the Housing Authority shall require any resident or applicant claiming an earned income exclusion to supply documentation in a form prescribed by the Housing Authority from employers and social services agencies, as applicable.

No resident or applicant is automatically entitled to an earned income exclusion. Determination of the eligibility for the earned income exclusion is the sole responsibility of the Housing Authority. Notwithstanding the above, it is the responsibility of the resident/applicant to supply the complete and accurate information which the Housing Authority requires to make an eligibility determination.

In the event that the Housing Authority determines that the information supplied by the resident and/or training agency is not adequate to determine eligibility, the Housing Authority may require additional information beyond that originally submitted. No exclusions will be granted until all required information is obtained and verified.

An adverse decision on the eligibility of an existing resident for an earned income exclusion may be appealed through the resident grievance procedure (subject to limitations of that procedure, especially as they pertain to the inapplicability of the procedure to policy issues), but the Housing Authority shall not be liable for any retroactive payments due to reversal of an initial determination.

As with other interim rent changes, any reduction in rents which result from the application of this policy shall be effective on the first day of the month following that month in which the eligibility for the deduction is determined. The Housing Authority shall not be liable for retroactive

reductions if the resident fails to report the change within the required time period.

Rent increases resulting from expiration of the phase-in disallowance period provided under the earned income exclusion, are effective on the first day of the following month. All other rent increases resulting from the application of this policy, are implemented in the same manner as other increases resulting from changes in income or benefits. If the resident complies in an accurate and timely manner with all reporting requirements, (including requirements to report any changes in training or employment status which affect eligibility for exclusions) any increase in rent will be effective on the first day of the second month after the income changes are reported. Failure to meet reporting requirements will result in rent increase retroactive to the date the change actually took place.

15. Summary of Verified Data: A summary of verified information shall be prepared upon receipt of all required verification documentation and shall include the following determinations:
 - a. Eligibility -- the applicant meets the definition of Family as defined in this policy and income is within the appropriate income limits for admission.
 - b. Date and time of completed application
 - c. Size of unit needed by family
 - d. Income Exclusions and Rent to be paid

DETERMINATION AND NOTIFICATION OF ELIGIBILITY

1. As soon as possible after receipt of an application, the Housing Authority will determine the applicant family's eligibility for public housing in accordance with the provisions of this policy, and will determine whether a preference exists. In the event an applicant family is determined to be eligible, the family shall be placed on the waiting list, and informed of the time estimated before an offer of a dwelling unit will be made. If this period is estimated to be longer than one year, the applicant family shall be informed of this fact. The Authority will communicate to the applicant an estimate of how long a wait it will be. Typically this is done in writing.
2. Apparently eligible applicant families will be notified that their eligibility determination are tentative in nature, being largely based on declarations made by the applicant family, and is subject to further reviews prior to admission. Applicants are advised that they may be housed within an estimated 90 days.
3. In the event an applicant family is determined to be ineligible, the family shall also be informed in writing of the basis for this determination. An applicant family does not have the right to use the Tenant Grievance Procedure, but will be given, upon request, the opportunity for an informal hearing to present such facts as it wishes. The applicant family will be advised that should an informal review be desired, the Authority must receive a written request to this effect within 10 working days of the date of the notification of ineligibility.
4. Thorough investigation of each application will be conducted during the Tenant Interview. Eligibility will be verified by the PHA staff within the provisions of this policy. The Tenant Interview will be conducted at the time that the application is submitted for review.
5. Applicants denied a preference shall be notified in writing about the denial. The notice shall contain a brief statement of the reason(s) for the determination and state that the applicant has a right to meet with a representative of the Housing Authority to review the determination.
6. In all cases, the Housing Authority reserves the right to withdraw any determination of eligibility, tentative or otherwise, when additional information indicates that the prior determination was inappropriate.
7. Informal Hearing
 - a. If a request for a informal **hearing** is received within the specified ten (10) day period, the Authority will notify the applicant, in writing, of the scheduled time and date of the hearing..
 - b. The Executive Director, or designee, will be the **Hearing** Officer who will conduct the informal review.
 - c. The applicant will be apprised that they may be represented by legal counsel or other representative at his/her own expense.
 - d. The Authority will present factual or other basis for its decision. The applicant may also

present his/her position. Subject to the direction of the **Hearing** Officer, the applicant and the Housing Authority may offer and examine evidence and question any witnesses.

- e. The **Hearing** Officer will issue a written decision, stating the facts and/or other basis for the decision. The decision or any other issue of fact will be based solely upon evidence presented at the hearing. A copy of the decision will be furnished to the applicant.
- f. The Housing Authority will not be bound by a decision of the **Hearing** Officer where it is determined that the Officer exceeded his/her authority or has made a determination which is inconsistent with HUD regulations, federal statute, or state or local law that imposes obligations on applicants or residents.
- g. The record of such review/determination will be maintained by the Housing Authority's Application Office.

OCCUPANCY STANDARDS

To avoid overcrowding and prevent wasted space, units are to be leased in accordance with the occupancy standards set forth below. If there should be a dwelling unit that cannot be filled with a family of appropriate size, after all possible efforts have been made to stimulate applications, a family eligible for the next smaller size unit may be offered this unit. This shall be with the understanding that the family is subject to later transfer to a unit of the proper size.

1. The following system will be used as a guide to determine proper bedroom size for each applicant and resident:
 - a. The head of each household and his/her spouse (unless medical reasons dictate) are assigned to one bedroom.
 - b. Persons of different generations, persons of the opposite sex (other than spouses) and unrelated adults will not be required to share a bedroom.
 - c. Children, with the possible exception of infants, will not be required to share a bedroom with a person of different generations, including their parents.
 - d. All remaining family members are assigned to bedrooms on the basis of two of the same sex to a bedroom (unless children are under the age of six).
 - e. At the option of the parent and written consent of the head of household, and providing such occupancy does not contradict the dwelling unit maximum occupancy standards, children of opposite sex beyond the age of six (6) and up to age ten (10) may share a bedroom.
 - f. If necessary for continued occupancy and/or admission, an infant up to the age of two (2) years could share a bedroom with a parent.
 - g. Foster children are normally included in determining unit size.
 - h. A live-in care attendant who is not a member of the family will not be required to share a bedroom with another member of the household.
 - i. Space may be provided for a child who is away at school but who lives with the family during school recesses.
2. Notwithstanding the above, the Housing Authority may lease one bedroom apartments to a single parent with a child provided that neither of the following two events will or are expected to occur within the next nine (9) months:
 - a. That the child sharing the parent's bedroom will turn three (3) years old; and/or
 - b. That the mother is expecting another child.

3. Upon admission, bedrooms shall be occupied by not more than two persons. For continued occupancy, exceptions to this requirement may be waived based on existing conditions affecting family members. These conditions may include one or more of the following:
 - a. Relationship of family members to one another;
 - b. Ages of household members;
 - c. Sex of persons to occupy the unit;
 - d. Handicap; or
 - e. Other individual circumstances.

4. Units shall be assigned so as not to require the use of the living room for sleeping purposes.

5. The following standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. The PHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an elderly family. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy. In the situation where a tenant requires a different size dwelling unit and the tenant has either an outstanding balance, a history of poor housekeeping standards or destruction of property, or has not been a desirable tenant the tenant will be deemed ineligible for transfer and will be referred for termination.

Number Bedrooms	Min Number Persons	Max Number Persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

APPLICANT SELECTION AND ASSIGNMENT PLAN

1. Applicant Ranking

Applications will be filed and selected by unit type and size and by date and time of application. ~~If an applicant claims a preference, they are considered to be a priority applicant. Applicants who claim no preference are considered to be non priority applicants.~~

2. Preferences

~~The Montgomery County Housing Authority gives preference to victims of domestic violence. Otherwise, all applicants will be served on a “first come, first serve” basis.~~

3. Waiting List

a. ~~Housing Authority Wide~~ Site-based Waiting List

The Housing Authority site-based waiting list will be ordered as follows:

- (i) By site (Development)
- (ii) By unit type (regular, elderly, special handicapped) and in unit size by bedrooms.
- (iii) Within the priorities above, by date and time of application.

4. Waiting List Skipping

The Housing Authority may skip a higher-income eligible applicant family to the top of the waiting list if a dwelling unit in a development becomes vacant and the development requires a lower income family to meet the Housing Authority’s income targeting goals.

The Housing Authority may also skip a lower-income eligible applicant family to the top of the waiting list if a dwelling unit in a development becomes vacant and the development requires a higher income family to meet the Housing Authority’s income targeting goals.

5. Updating of the Waiting List

The Housing Authority shall update the waiting list annually in order to maintain the most current information. Applicants will be requested to provide the Housing Authority with updated information through writing. Applicants who do not respond to the request to update shall be removed from the waiting list. If the applicant’s failure to respond was due to the applicant’s disability, the Housing Authority shall provide reasonable accommodations to give the applicant an opportunity to respond.

6. Applicant Selection and Assignment

The PHA will select applicants for participation without discrimination based on race, color, sex,

creed, or national origin nor deny any family or individuals the opportunity to apply for assistance under the Low-Rent Housing Program. Neither will the PHA discriminate because of religion, age, physical handicap, pregnancy, parenthood, nor marital or veteran status.

The selection of residents for occupancy of available units will be in conformance with all HUD guidelines and regulations and applicable Fair Housing and Equal Opportunity Requirements.

7. Special Use Dwelling Units

- a. When a unit that meets a specific need (e.g., a unit designed to accommodate a handicapped tenant requiring the use of a wheelchair) becomes available, that unit will be offered first to a current occupant of another unit managed by the Housing Authority having handicaps and requiring the accessibility features of the vacant unit. If no such occupant exists, the unit will be offered to the next eligible applicant on the waiting list requiring that special unit. If there are no applicants on the waiting list needing a specially designed unit, the unit will then be offered to those eligible qualified applicants in their normal sequence.
- b. Elderly applicants will be given preference for units designed specifically for elderly occupancy. Near Elderly Single Persons will be given preference over Non-Elderly Single Persons for units designed specifically for elderly occupancy.

8. Dwelling Unit Offers

The PHA can make a unit offer in any development. If this unit is rejected, the applicant is removed from the waiting list and may reapply after 90 days of rejecting a unit.

When the applicant is matched to the specific unit, that dwelling unit becomes "unrentable" until the offer is made and accepted or rejected. In order to reduce vacancy loss, it is necessary that processing from this point move as quickly as possible. To that end, the following conditions shall apply to dwelling unit offers:

- a. As an applicant moves near the top of the waiting list, the Housing Authority will contact the applicant family to determine continued interest, to update the application for final processing, to alert the applicant that an offer is likely in the near future, and to inform the applicant about the requirements for move-in, such as utility deposits, security deposits, etc.
- b. Upon availability for occupancy, an applicant will be offered a unit.
- c. Upon offer of an apartment, the applicant shall have five (5) days to accept or reject the apartment. An additional business day may be granted if necessary to allow the applicant to inspect the apartment. Failure to give an answer within the prescribed time period shall be counted as rejection of the offer.
- d. Upon acceptance of the offer, the applicant will then be assigned a deadline for move-in. Before the end of this period, the applicant must complete all outstanding pre-occupancy requirements, such as joint HQS unit inspection, establishment of utility services, leasing interview, and lease execution. Failure to complete move-in requirements within the

assigned period will result in withdrawal of the offer and inactivation of the application.

9. Unit Refusals

- a. Applicants will be made one (1) offer of a unit of appropriate size and type. Should the family reject the offer, the family may reapply for assistance after 90 days.
- b. Upon reapplication and eligibility determination, such an applicant would be made an offer in accordance with the provisions of this policy. Upon refusal of one such offer, including any in neighborhoods previously refused, the applicant shall again be removed from the waiting list.
- c. When an applicant refuses an offer of an apartment, his/her name shall be removed from the waiting list, unless the applicant can document that a move at that time would create an undue hardship on the family which is NOT related to race, creed, sex, national origin, religion, handicap or familial status.

Applicants not responding to an offer of housing by the PHA shall be ruled ineligible and their application will be placed in the inactive/ineligible file and so documented.

- e. An applicant will have three (3) business days to accept or reject an offer of housing after receipt of notice of unit availability. Failure to respond to a notice of unit availability will be treated as a no response.

FLAT RENTS

Policy for Establishing Flat Rents

The Quality Housing and Work Responsibility Act of 1998 requires Housing Authorities to establish flat rents and to offer residents the choice of electing to pay flat rents or rents based upon income. This policy establishes the criteria and mechanism for establishing flat rents in compliance with the Act.

Flat rents will be established based upon what the Authority's units would rent in a private, competitive market; therefore, studies will be conducted annually to determine market comparability. The studies will consider such factors as location, quality, size, amenities, type unit, age, monthly rent, utilities provided, maintenance, housing services and any special factors impacting rental rates. Flat rents established by the Authority will factor-in utilities paid by the Authority. If the resident chooses to pay flat rent the Authority will not pay any utility reimbursement. Flat rents will be established by development and bedroom size.

Flat Rents are presented in Appendix F of this document.

LEASING OF DWELLING UNITS

1. Lease Agreement

- a. The head of the household/spouse and all adult household members age 18 years and older of each family accepted as a tenant are required to execute a lease agreement in such form as the Housing Authority shall require prior to actual admission. One copy of the lease, lease attachments and resident handbook will be given to the lessee and the original will be filed as part of the permanent records established for the family.

The head of household according to the Lease will be legally responsible for the family unit and will be held liable for the conduct of the family members and guests and for the needs of the family.

- b. Each lease shall specify the unit to be occupied, the date of admission, the size of the unit to be occupied, all family members who will live in the unit, the rent to be charged, the date rent is due and payable, other charges under the lease, and the terms of occupancy. It shall be explained in detail to the head of household or other responsible adult before execution of the lease.
- c. The lease shall be kept current at all times. If a resident family transfers to a different unit in the same or another PHA community, the existing lease will be canceled. A new lease will be executed by the head of household for the unit to which the family is to move.

If any other change in the resident's status results in the need to change or amend any provisions of the lease, or if the Housing Authority desires to waive a provision with respect to the resident, (1) the existing lease is to be canceled and a new lease executed, or (2) an appropriate rider is to be prepared and executed and made a part of the existing lease.

- d. Certain documents are made part of the dwelling lease by reference. These include, but are not limited to, the Admissions and Continued Occupancy Policy (ACOP) and the Grievance Procedure.
- e. Cancellation of a tenant's lease is to be in accordance with provisions of the lease. Generally, the lease shall not be canceled or not renewed except for serious or repeated violations of its terms by the tenant. Written records shall be maintained containing the pertinent details of each eviction.
- f. Live-in Caretakers, as defined in Section B, will not be party to the lease nor will the Caretaker's income be taken into consideration in the calculation of resident rent. Families requiring Live-in-Caretaker assistance must have such assistance approved by the PHA prior to the Caretaker's occupancy in the dwelling unit. In the event that the family vacates the unit, the Caretaker will be required to vacate as well. In no case will the Caretaker be considered the remaining member of the tenant family.

2. Security Deposit

Prior to occupancy the resident shall provide the Housing Authority with a security deposit as designated in the Lease Agreement.

Security deposits shall be returned to the tenant within 30 days after vacating the premises if all terms, covenants, and conditions of the lease have been fully performed; or a letter of Disposition explaining why the Housing Authority is withholding the security deposit will be sent.

ADMISSION OF ADDITIONAL MEMBERS TO A CURRENT HOUSEHOLD

1. Purpose - Population in excess of the number of persons for which a neighborhood or unit was designed is often the cause of many serious management problems including crime, vandalism, excessive maintenance costs, and low tenant satisfaction. It is with this in mind that this section of this ACOP is established.
2. Application Procedure - The resident of a household that wishes to add additional members to their household must first submit a written application, in the form prescribed by management, for approval by the Executive Director or his/her designee.
3. Eligibility Criteria:
 - a. All new member(s) must be determined eligible in accordance with Part C eligibility criteria.
 - b. The unit in which new members are requesting admission shall not be overcrowded and shall be maintained in accordance with Part C, Occupancy Standards.
4. Application Denial. The PHA may deny the application for any of the following reasons:
 - a. Applicant(s) do not meet Eligibility Criteria as outlined in Part C.
 - b. The dwelling unit is overcrowded or would exceed the Occupancy Standards as outlined in Part C.
 - c. Applicant(s) do not meet the criteria for family as established in Part B.
 - d. Applicant(s) are former members of resident family and have since become emancipated and are attempting to re-enter household for support or other reasons.
 - e. Other reasons as determined from time to time by the Executive Director.
5. Additions which do not require approval of the applications. The PHA shall not deny approval for any of the following:
 - a. Newborn infants of members currently on the lease.
 - b. Minor children of members currently on the lease who were removed from their care by court action and are being returned.
6. House Guests. Dwelling units are adequate in size for the resident family only, and house guests staying with the family for a period in excess of 14 consecutive days shall be permitted only upon advance written consent of the Housing Manager.

**APPROVAL PROCESS FOR RESIDENTS REQUESTING PERMISSION TO OPERATE
A BUSINESS IN THE UNIT**

Prior to making a determination the resident shall request the PHA's permission in writing and include in the request a complete outline of business activities and other data as may be requested by the PHA. When a resident desires to operate a legal profit making business from the leased unit, the PHA shall use the following factors in determining whether or not such activities are incidental to the primary use of the lease unit:

- a. Local Building health codes, requirements for license or governmental approval;
- b. Local Zoning Ordinances;
- c. The effect on PHA Insurance Coverage;
- d. Utility Consumption;
- e. Possible Damage to the leased unit;
- f. Estimated traffic and parking;
- g. Disturbance of other residents;
- h. Attraction of non-residents to the neighborhoods; and,
- i. Possible use of tenant business as a cover for drug-related activities.

SPECIAL OCCUPANCY PROVISIONS

1. Occupancy by police officers

The Housing Authority may allow a police officer (s) who is not otherwise eligible for residence in public housing to reside in a Housing Authority dwelling unit for the purpose of increasing security for residents of the Housing Authority.

A “police officer” means any person determined by the Housing Authority to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a federal, state, or local government or by any agency thereof.

Terms and conditions of tenancy

The Housing Authority shall make known to federal, state, city and county law enforcement agencies within the Housing Authority’s jurisdiction of the Housing Authority’s policy to allow police officers to reside in a public housing dwelling unit. Police officers will be required to submit proof of family size and proof of full-time employment as a police officer. The police officer will be charged ceiling or flat rent for the unit. The police officer(s) will be required to sign a dwelling lease and will be bound by the provisions of the lease. Family composition and proof of employment will be re-examined not to exceed 12 months of occupancy of the unit. Loss of status of full-time employment as a police officer will result in an interim re-examination to determine income eligibility. If the resident does not meet income eligibility requirements following loss of full-time employment as a police officer, the resident will be issued a notice to vacate the unit.

Police officer(s) will be assigned vacant units within the developments stipulated above. If the development(s) is/are 100% occupied, and a police officer has completed the required paperwork for occupancy of a dwelling unit, the next available dwelling unit in the target developments will be offered to the police officer. Current residents will not be required to vacate units for occupancy by police officers unless the resident agrees to move and there is a comparable unit available for the family. In such a case, the Housing Authority will pay moving expenses for the family.

2. Occupancy by over-income families

On a month-to-month basis, the Housing Authority may lease a dwelling unit in a public housing development to an over-income family, but only if there are no eligible families applying for housing assistance for that month and the Housing Authority provides not less than 30-day public notice of availability of such assistance.

The term “over-income family” means an individual or family that is not a low-income family at the time of initial occupancy.

The number and location of units occupied by over-income families shall be determined by development on an as needed basis.

Terms and conditions of tenancy

Rent for a unit will be in an amount that is not less than the cost to operate the unit.

If an eligible family applies for residence after an over-income family moves in to the last available unit, the over-income family will vacate the unit in accordance with notice of termination of tenancy provided by the Housing Authority, which will be provided not less than 30 days before such termination.

If a unit is vacant and there is no one on the waiting list, the Housing Authority may allow an over-income family to gain immediate occupancy in the unit, while simultaneously providing reasonable public notice and outreach with regard to availability of the unit.

An over-income family will be required to sign the Housing Authority's dwelling lease and will be bound by the provisions of the lease.

Proof of income and family composition will be reexamined not to exceed 12 months of occupancy of the unit. Loss of income will result in an interim re-examination to determine income eligibility. If the family becomes an income eligible family, the family's rent will be calculated based on income.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part D

CONTINUED OCCUPANCY

ELIGIBILITY FOR CONTINUED OCCUPANCY

There is to be eligible for continued occupancy in the PHA communities only those residents:

1. Who qualify as a family as defined by federal requirements and this policy (see definition in Part B).
2. Who conform to the Occupancy Standard established for lower income housing (see Part C).
3. Whose past performance in meeting financial obligations, especially rent, and other charges, is satisfactory; and
4. Whose family members have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, or any other history which may be reasonably expected to adversely affect:
 - a. The health, safety, or welfare of other residents
 - b. The peaceful enjoyment of the neighborhood by other residents
 - c. The physical environment and fiscal stability of the neighborhood.
5. Whose family does not have a record of grossly unsanitary or hazardous housekeeping. This includes the creation of fire hazard through acts such as the hoarding of rags and papers; severe damage to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage improperly; or serious neglect of the premises. In cases where a qualified agency is working with the family to improve its housekeeping and the agency reports that the family shows potential for improvement, a decision as to the eligibility shall be reached after a referral with the Executive Director or his/her designee. This category does not include families whose housekeeping is found to be superficially unclean or lacks orderliness, where such conditions do not create a problem for the neighbors.
6. Who have not been involved in drug related or criminal activity.
7. Who have not been convicted of a crime.
8. Who are not currently engaging in the use of controlled substances and/or engaging in alcohol abuse.
9. Who is not subject to a lifetime registration requirement under the state sex offender registration program.
10. Who meet the requirements for community service or participation in self-sufficiency programs.

Who continues to occupy the apartment on a full time basis. Ownership or occupancy of another dwelling unit or failure to occupy the unit for a period greater than thirty days shall be grounds for

termination of the lease.

12. Who are, with the aide of such assistance as is actually available to the family, physically and mentally able to care for themselves and their apartment and to discharge all lease obligations. Remaining member(s) of a resident family may be permitted to remain in occupancy provided that the Housing Authority, in its sole judgment, determines that the remaining person(s) is (are):
 - a. Otherwise eligible for Continued Occupancy, and
 - b. Capable of carrying out all lease obligations, including but not limited to rent payment, care of the apartment, and proper conduct, and
 - c. Willing to assume all lease obligation of the prior leaseholder, including all payments under the lease, and
 - d. Legally competent to execute a lease in his (their) own name.
13. In the event of the receipt of unfavorable information, consideration will be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects. For example:
 - a. Evidence of rehabilitation as verified by a duly qualified professional or representative of state or local government;
 - b. Evidence of the family's participation in, or willingness to participate in, social services or appropriate counseling service programs and the availability of such programs;
 - c. Evidence of the family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
14. Citizenship/Eligible Immigration Status

In order to remain eligible for continued occupancy, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. For the Citizenship/Eligible Immigration requirements the status of each member of the family is considered individually before the family's status is defined.

 - a. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.
 - b. No eligible members: Families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

- c. Non-citizen students: Defined by HUD in the noncitizen regulations and are not eligible for assistance.

INSPECTIONS AND REEXAMINATIONS

INSPECTIONS

1. Move-In Inspections

Prior to occupancy, a representative of the participant family and of the PHA maintenance staff will accomplish a physical inspection of the dwelling unit. The maintenance or management staff representative will demonstrate to the family representative the operation of the unit appliances and fixtures.

The condition of the dwelling unit will be recorded on an inspection form provided by PHA. The inspection form will be signed by the family representative and the PHA representative. Any repairs noted will be effectuated prior to occupancy if the repairs are of such a nature that occupancy of the unit either (1) cannot occur, or (2) the unit in its present condition is unacceptable to the family. If the repairs to be effectuated do not prohibit occupancy by the participant family, and is acceptable to the family in its current condition, such repairs will be completed within thirty (30) days of move-in. A copy of the completed inspection form will be provided to the participant family and a copy will be retained in the family's occupancy file.

2. Uniform Property Condition Standards (UPCS) Inspections

The Housing Authority shall maintain its public housing properties in a condition that complies with standards that meet or exceed the housing quality standards established by HUD for public housing. Such housing standards shall ensure that dwelling units are safe and habitable.

The Housing Authority shall make an annual inspection of each public housing development to determine whether units in the development are maintained in accordance with HUD's requirements, as well as spot inspections where there exists a threat to health and/or safety. The Housing Authority shall retain the results of such inspections and, upon request of the Secretary, the Inspector General for the Department of Housing and Urban Development, or any other auditor conducting an audit under section 5(h), shall make such results available.

Inspections shall be conducted using standard UPCS forms and shall document unreported maintenance problems and verify if the unit is being kept in a decent, safe, and sanitary manner. Copies of the inspection(s) will be provided to the family, noting any deficiencies to be corrected by the family or the Authority. Where the family has been advised to take corrective action, the Authority staff will conduct a follow-up inspection within five (5) working days, if such corrective action is of a general nature.

Where the corrective action to be taken is necessary to remedy an immediate threat to health and/or safety, the re-inspection will occur within twenty-four (24) hours. Non-compliance by the family can result in termination of tenancy.

3. Move-Out Inspections

Prior to the family vacating a dwelling unit, the family will be encouraged to participate in a move-out inspection along with a member of the PHA staff. The actual move-out inspection will not be conducted until the family has vacated the unit. The condition of the dwelling unit will be recorded on the inspection form utilized for the pre-occupancy inspection of the same dwelling unit, allowing for a comparison of pre- and post occupancy condition comparison. Any claim against the family for tenant caused damages will be based upon this comparison.

Following move-out by the family, renovation and/or redecoration of the dwelling unit as a result of the family's occupancy will be accomplished. Charges for items of repair, renovation, and/or redecoration of the dwelling unit made necessary by abuse, negligence, or deliberate destruction by the family will be assessed against the family's security deposit. Should the security deposit prove insufficient relative to the actual cost of such repairs, PHA management will take any and all actions at its disposal to collect the remaining balance from the family.

REEXAMINATIONS

4. Purpose

Reexaminations of income and family circumstances are conducted for the following purposes:

- a. To comply with the Federal requirements relating to annual reexaminations.
- b. To determine if each family remains eligible for continued occupancy under the terms of the lease and this policy.
- c. To determine if the unit size and type is still appropriate to the family's needs and in compliance with the Occupancy Standards.
- d. To establish the Total Tenant Payment and the tenant rent to be charged to the family.

5. Annual Reexaminations

Annual reexaminations are necessary to comply with the federal requirement that each family, excluding families paying flat rent, have its eligibility reexamined at least every twelve months. Families paying flat rents shall have its eligibility reexamined every three (3) years.

At any time, the resident may report changes in income and family circumstances to obtain an appropriate rent adjustment. Determination of resident rent will be made based upon information collected during the verification process utilizing applicable HUD forms and all appropriate worksheets and rent formulas. Such documents must be at least 120 days current. The family will be notified in writing of any changes in resident rent 30 days prior to the effective rent change.

Failure to complete reexamination is a serious lease violation that will result in termination of tenancy. Failure to complete reexamination includes:

- a. Failure to supply or cooperate in the verification process pertaining to income, family composition and eligibility.
- b. Refusal to properly execute required documents.

6. Special Reexaminations

If at the time of admission, annual reexamination or interim reexamination, it is not possible to make an estimate of Family Income with any reasonable degree of accuracy because:

- a. Family member(s) are unemployed and there are not anticipated prospects of employment; or,
- b. The conditions of employment and/or income are so unstable as to invalidate usual and normal standards of determination; then a Special Reexamination will be scheduled on a date determined by the Housing Authority's estimate of the time required for the family's circumstances to stabilize. If at the time of the scheduled Special Reexamination, it is still not possible to make a reasonable estimate of Family Income, Special Reexaminations will continue to be scheduled until such time as a reasonable estimate of Family Income can be made and the Reexamination completed. Rent determined at special reexaminations shall be made effective the first of the month following the first determination. The Special Reexaminations are not to replace the Annual Reexamination.

7. Interim Reexaminations

Interim reexaminations are performed to allow residents to comply with the dwelling lease requirements to report changes in income and family circumstances. Interim will only be given by the Housing Authority when there is a decrease in income. The income change must be reported in writing within ten (10) days of their occurrence:

- e. All requests for an interim reexamination must be submitted and the reported change verified by the 20th of the month in order for a decrease in rent to be effective the first of the following month. Rent adjustments shall not be made for sporadic changes in income due to irregular work schedules of less than thirty (30) days in duration (e.g. sick days, temporary reduction in hours, etc.). Rent adjustments will be made accordingly:
 - (i) Interim decreases in rent shall become effective the first month following that in which the tenant reported the change except that in the corrections of error. All changes must be reported and verified prior to the 20th day of the month in order for the decrease to be effective the first of the following month.
 - (ii) Interim increases in rent shall become effective the first of the second month following that in which the change occurred.
 - (iii) If it is found that the tenant has misrepresented him/herself on the facts associated with which rent is based so that rent is less than the rent that should have been charged, then the increased rent shall be retroactive to the appropriate date.

- f. The PHA reserves the right to require participating families to undergo an interim reexamination to comply with changes to HUD rules and regulations.

8. Processing Reexaminations

All reexaminations shall be processed under the following conditions:

- a. All data must be verified and documented as required in Part C, Verification. The Housing Authority will NOT adjust rent downward until satisfactory verification is received. Verification must be received by the 20th of the month in order for the decrease to be effective on the first of the following month.
- b. Lease terminations resulting from reexaminations shall be conducted in accordance with the terms of the lease.
- c. Families that are determined to be in an incorrect size or type of unit will be placed on the Transfer List in accordance with the Transfer Policy.
- d. All interim changes in tenant's rent are to be made by a standard "Notice of Rent Adjustment" which shall become a part of the lease. Changes in rent resulting from Annual Reexamination shall be incorporated into the new lease, which shall be executed by the Housing Authority and the tenant or by "Notice of Rent Adjustment".
- e. Interim decreases in rent shall be effective on the first day of the month following the month in which the change was reported in writing and verification is completed to the satisfaction of the Housing Authority, as long as the verification has been completed by the 20th day of the month.
- f. Interim increases in rent are to be made effective on the first day of the month following a thirty (30) day notice period.
- g. If it is found that a tenant has misrepresented or failed to report facts upon which his rent is based so that he is paying less than he/she should be paying, the increase in rent shall be made retroactively to the date that the increase would have taken effect. The tenant may be required to pay within seven days of official notification by PHA, the difference between the rent he has paid and the amount he should have paid. In addition, the tenant may be subject to civil and criminal penalties. Any misrepresentation is a serious lease violation that may result in termination of the lease.
- h. The Executive Director of the Housing Authority, or his/her officially designated representative shall certify on every application for admission or continued occupancy that all claims have been verified and that the determination of the Housing Authority is correct.

TERMINATION OF THE DWELLING LEASE

The Housing Authority shall not terminate or refuse to renew a Lease Agreement other than for serious or repeated violation of the terms of the lease, violation of applicable federal, state, or local law, or other good cause. The Dwelling Lease shall be terminated by the Housing Authority in accordance with applicable HUD Regulations.

1. “Good cause” as used in this Section means serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident obligations set forth in the lease.
2. The Housing Authority may terminate the lease for any occupancy violation of section 576(b) of the Quality Housing and Work Responsibility Act of 1998 (relating to the ineligibility of illegal drug users and alcohol abusers) or the furnishing of any false or misleading information pursuant to section 577 of such Act (relating to termination of tenancy and assistance for illegal drug users and alcohol abusers), or Section 428 relating to the conviction of manufacturing or producing methamphetamine (speed).
3. The Housing Authority may terminate the lease if the Housing Authority determines that the resident is illegally using a controlled substance or whose illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. The Housing Authority may terminate the lease for any activity by any household member, on or off the premises, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the Housing Authority.
5. The Housing Authority may terminate the lease for any violent or drug-related criminal activity on or off of the premises of the Housing Authority, or any activity resulting in a felony conviction.

~~The term “drug related criminal activity”, for the purpose of this policy, means the illegal manufacture, sale, distribution, use, or possession with intent to sell, distribute, or use of a controlled substance. The Housing Authority reserves the right to terminate tenancy for criminal activity before or after conviction of the crime.~~
6. The Housing Authority will not renew the lease for failure of the family to meet community service or participation in self-sufficiency program requirements.
7. The Housing Authority may terminate the lease for failure to pay charges, including late charges, parking tickets, trash tickets or charges for damage to Housing Authority property.
8. The Housing Authority may terminate the lease for lying about material facts in any written Housing Authority statements.
9. The Housing Authority may terminate the lease for serious or repeated damage or destruction of Housing Authority property.

10. The Housing Authority may terminate the lease for making or keeping a threat to the health or safety of other residents or Housing Authority employees.
11. The Housing Authority may terminate the lease for failure to pay resident purchased utilities.
12. The Housing Authority may terminate the lease for allowing unauthorized guests to remain in the household for more than thirty (30) days per calendar year. The Housing Authority may terminate the lease for allowing a person on the banned list to be at their unit or on authority property at any time. ~~PHA management may find that extenuating circumstances exist, however.~~ The Housing Authority will terminate the lease of any resident whose address has been used by an individual other than a member of the household as their address (e.g., driver's license, job application, etc.).
13. Procedure for termination of the Lease shall be as follows:
 - a. The lease may be terminated only for serious or repeated violations of material terms of the lease, such as failure to make payments due under the lease or to fulfill Tenant obligations set forth;
 - b. Repeated late payment which shall be defined as failure to pay the amount of rent or other charges due by the 5th of the month. Four such late payments within a 12 month period shall constitute a repeated late payment;
 - c. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
 - d. Misrepresentation of family income, assets, or composition;
 - e. Failure to supply, in a timely fashion, any certification, release, information, or documentation on Family income or composition needed to process annual reexaminations or interim re-determination's;
 - f. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking area of any project site;
 - g. Criminal activity by Tenant, household member, guest, or other person(s) under Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises
 - h. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - i. Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;

- j. Any fire on Authority premises caused by the tenant, household members or guests action or neglect

TRANSFER POLICY

1. Objectives of the Transfer Policy:

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- b. To facilitate relocation when required for modernization or other management purposes.
- c. To facilitate relocation of families with inadequate housing accommodations.
- d. To eliminate vacancy loss and other expense due to unnecessary transfers.

2. Types of Transfers:

- a. Housing Authority initiated: The Housing Authority may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management.
For these types of transfers the Housing Authority will cover the cost of the transfer pursuant to cost allowed by HUD.
- b. Transfers for Reasons of Health: Tenant may be transferred when the Housing Authority determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The tenant will be required to provide a statement from a medical doctor that indicates the condition of the tenant and the Housing Authority reserves the right to make its own evaluation of the situation and documentation. If the Housing Authority determines that there is not a substantial and necessary medical need for such transfer, the request for transfer shall be treated as a convenience transfer.
- c. Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing community or public housing facility for the convenience of the tenant for good cause. However, the cost of the transfer shall be borne by the tenant. A "Transfer Charge" list is posted in the Housing Authority offices and is based on our contract price for maintenance and a administrative charge of \$25 for processing the transfer. The Housing Authority updates the transfer charge list annually. The Housing Authority will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within 7 days of the transfer. The tenant is allowed a period of 7 days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than 7 days and the keys are not turned in the tenant will be charged a penalty of \$10 per day for each day the keys are not turned in to the Housing Authority. Prior to the transfer the Housing Authority will perform an inspection on the current unit to determine the amount of charges the tenant will be required to pay as a result of tenant caused damages, if any. All transfer charges must be

paid at the time the tenant signs his/her lease and receives the keys for the new unit. The Housing Authority will perform a final inspection, with the tenant, on the unit that the tenant transferred from, after the keys are turned in, and a final determination will be made by the Housing Authority staff as to additional charges that may be due the Housing Authority. For example, the tenant may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the Housing Authority, as a result of this inspection, the tenant must pay for these damages within fourteen (14) days of written notice from the Housing Authority. The tenant must sign a transfer agreement after the Housing Authority has authorized the transfer and prior to the transfer.

Request for transfers for convenience must be made, in writing, to the Housing Authority stating the reason for the requested transfer. The Housing Authority will issue a decision within thirty (30) calendar days of receipt of the request, and if approved, provide the tenant with a list of the charges that will be the tenant's responsibility to pay prior to the transfer.

- d. Transfers for Over/Under-housed Families to the Appropriate Unit: The Housing Authority may transfer residents to the appropriate sized unit and that tenants are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
 - (i) Determination of the correct sized apartment shall be in accordance with the Housing Authority's occupancy guidelines, as outlined in Occupancy Guidelines.
 - (ii) Transfers into the appropriate sized unit will be made within the same neighborhood unless that size does not exist on the site.
 - (iii) The tenant must pay for their moving expenses.

- e. Priorities for transfers - All transfers must be either for health reasons, for relocation to an appropriate sized unit, approved convenience transfers, or initiated by the Housing Authority due to modernization work and/or other good cause as determined by the Housing Authority. Priority transfers are listed below:
 - (i) Housing Authority initiated transfers,
 - (ii) Transfers for health reasons,
 - (iii) Tenants who are under-housed by two or more bedrooms,
 - (iv) Tenants who are over-housed by two or more bedrooms,
 - (v) Tenants who are under-housed by one bedroom,
 - (vi) Tenants who are over-housed by one bedroom; and,
 - (vii) Convenience transfers.

Within each priority type, transfers will be ranked by date. In processing transfers requested by tenants for approved health reasons or to move to a larger apartment, the date shall be that on which the changed family circumstances are verified by the Manager. The Housing Authority reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

3. Transfer Procedures

- a. Staff designated by the Executive Director other designated staff shall:
- (i) Prepare a transfer list for the Authority.
 - (ii) Notify residents by letter of their pending transfers or approval of transfer request.
 - (iii) Determine whether a vacancy is used for transfer or move-in,
 - (iv) Notify residents with pending transfers as their name approaches the top of the list.
 - (v) Conduct home visits at the current dwelling unit for housekeeping and verify that resident will have utilities connected.
 - (vi) Counsel with residents experiencing problems with transfers, assisting hardship cases to find assistance.
 - (vii) Participate in evaluation of requests for transfer based on approved medical reasons
 - (viii) . Issue final offer of vacant apartment as soon as vacant apartment is identified.
 - (ix) Issue notice to transfer as soon as vacant apartment is available for occupancy. This notice will give the resident 14 calendar days to complete transfer
 - (x) . Process transfer documents to appropriate PHA staff.
 - (xi) Participate in planning and implementation of special transfer systems for modernization and other similar programs
 - (xii) . Inspect both apartments involved in the transfer, charging for any resident abuse
 - (xiii) Family pays all outstanding charges due the PHA. The resident's security deposit may be transferred to the new dwelling unit provided the PHA does not claim all or any part of the security deposit. The resident shall pay all or any part of the security deposit required for the new dwelling unit, to either replace or supplement the security deposit from the original dwelling unit, or any balance remaining after any claims are made by the PHA
 - (xiv) . Family signs new lease

Only one offer of a unit will be made to each tenant being transferred within his/her own neighborhood. A tenant being transferred outside his own neighborhood will be allowed to refuse only one offer. In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a tenant declines an offer of a transfer to a single level apartment and the tenant requested the transfer the Housing Authority will notify the tenant, at that time, that the Housing Authority is not obligated to make any subsequent offers. The Housing Authority will notify the tenant that the Housing Authority has discharged its obligations to the tenant and he/she will remain in the unit at his/her own risk, and that the Housing Authority assumes no liability for the tenant's condition.

- b. Right of Housing Authority in transfer policy - The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a tenant to transfer or refuse transfer.

4. Right of Management to Make Exceptions

This policy is to be used as a guide to insure fair and impartial means of assigning units for transfer.

It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. Management reserves the right to make exceptions to this policy, as circumstances require, consistent with applicable regulations of the Department of Housing and Urban Development. Transfer disputes are subject to the grievance procedure.

ABANDONMENT OF A UNIT

The PHA may take possession of the dwelling after a resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that the resident has abandoned the dwelling if the resident does not respond to the Posted 15 day Notice of Abandonment within 5 days the following criteria will be used in determining if the unit has been abandoned:

- a. Some or all of utilities have been turned off;
- b. A dramatic reduction in utility/electric bills;
- c. Repeated inability to contact the resident;
- d. Incarceration or sentencing of the head of household for more than 30 days;
- e. No personal possessions remaining in the apartment.

If the participant family does not respond to the notice within five days, the family's lease will be terminated and the Housing Authority will enter the unit to remove any remaining personal possessions. PHA may remove and dispose of any personal property, left in the resident's dwelling or elsewhere on the PHA's property in accordance with State of Illinois Statutes, after resident has abandoned the dwelling, with the reasonable cost of any storage, removal and/or disposal charged to resident or assessed against resident's security deposit, unless in PHA's sole discretion, it is determined that documentable conditions existed which prevented the resident from occupying the dwelling.

COMMUNITY SERVICE AND FAMILY SELF-SUFFICIENCY

1. Policy Statement

It is the policy of the Housing Authority to enhance and promote economic and social self-sufficiency. As such, the Housing Authority shall provide the following for the enhancement of the economic and social self-sufficiency of assisted families:

Income mix (the PHA may establish and utilize income-mix criteria for the selection of residents.)

Targeting (mandatory): Not less than 40% of dwelling units owned by the Housing Authority shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30% of the area median income.

Incentives to promote deconcentration of very low-income families. Incentives may be implemented at the discretion of the Authority.

Cooperation Agreements for Economic Self-Sufficiency (mandatory): The Housing Authority may enter into cooperation agreements with state, local, and other agencies providing assistance to covered families under welfare or public assistance programs. The cooperation agreements may facilitate the administration of this policy and the sharing of information regarding rents, income, assistance, or other information that may assist the Housing Authority or welfare or public assistance agency to carry out its functions. The Housing Authority may also seek to include in cooperation agreements with welfare or public assistance agencies provisions to provide for economic self-sufficiency services within the properties owned by the Housing Authority, provide for services designed to meet the unique employment-related needs of residents, and provide for placement of work fare positions on-site.

2. Definition of “economic self-sufficiency program”: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants, including programs for job training, employment counseling, work placement, basic skills training, education, work fare, financial or household management, apprenticeship, or other activities as the Secretary may provide.

3. Community Service and Family Self-Sufficiency Requirement

As a condition of continued occupancy, excluding residents under paragraph 4 below, each adult resident of the Housing Authority shall:

- a. Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or,
- b. Participate in an economic self-sufficiency program for eight (8) hours per month.

4. Exemptions

Exemptions to paragraph 3 above shall be made for any individual who:

- a. Is 62 years of age or older;
- b. Is a blind or disabled individual defined under section 216(i)(1) or 1614 of the Social Security Act (42 USC 416(i)(1); 1382c) and who is unable to comply with this section, or is a primary caretaker of such individual;
- c. Is engaged in a work activity (as such term is defined in section 407(d) of the Social Security Act (42 USC 607(d), as in effect on and after July 1, 1997)
- d. Meets the requirements for being exempted from having to engage in a work activity under the state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which the public housing agency is located, including a state-administered welfare-to-work program; or,
- e. Is in a family receiving assistance under a state program funded under part A of title IV of the Social Security Act (42 USC 601 et seq) or under any other welfare program of the state in which public housing agency is located, including a state administered welfare-to-work program, and has not been found by the state or other administering entity to be in noncompliance with such program.

5. Annual Determinations

For each public housing resident, the Housing Authority shall, thirty (30) days before the expiration of each lease term of the resident, review and determine the compliance of the resident with the requirement under paragraph 3 above. Such determinations shall be made in accordance with the principles of due process and on a nondiscriminatory basis.

6. Noncompliance

If the Housing Authority determines that the resident subject to the community service requirement has not complied with the requirement, the Housing Authority shall notify the resident in writing of such noncompliance. The written notification shall state that the determination of noncompliance is subject to the administrative grievance procedure and that failure by the resident to enter into an agreement, before the expiration of the lease term, to cure any noncompliance by participating in an economic self-sufficiency program for, or contributing to community service, as many additional hours as the resident needs to comply in the aggregate with such requirement over the 12-month term of the lease, may be cause for lease termination.

The Housing Authority shall not renew or extend any lease, or provide any new lease, for a dwelling unit for any household that includes an adult member subject to the community service requirement who has been determined to be not compliant with the requirements and has failed to attempt to cure the noncompliance.

7. Location of the community service or family self-sufficiency program

Adult residents subject to the community service requirement may participate in a community service or an economic self-sufficiency program at a location not owned by the Housing Authority.

The Housing Authority may provide a community service or an economic self-sufficiency program to meet the community service requirements; however, the Housing Authority shall not substitute participation in community service or an economic self-sufficiency program for work performed by an employee of the Housing Authority or supplant a job at any location at which community work requirements are fulfilled.

8. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 8.a and 8.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

ENTERPRISE INCOME VERIFICATION (EIV) POLICY

1. EIV System

The Enterprise Income Verification system (EIV) is intended to provide the Housing Authority with a single source of income-related data for use in verifying the income reported by residents. HUD is responsible for administering and maintaining the computerized internet based EIV system. The Authority will only use the EIV resident data to verify a resident's eligibility for continued participation in the public housing program and to determine the level of assistance the resident is entitled to receive.

2. Significant Deviation

The Authority will compare resident provided income data to EIV resident data. Differences greater than \$200 per month will be considered significant and the resident notified by the Authority in writing of the discrepancy. Residents may protest the EIV data; however, the Authority will use the EIV data until the resident provides written third party verification in support of their protest. **The Authority must use HUD provided EIV resident data unless there is overwhelming evidence the data is in error.**

3. Privacy Considerations

The data provided by the EIV system will be protected by the Authority to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data. The Authority will restrict access to EIV data only to persons whose duties or responsibilities require access and EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel. Files containing EIV data will be color-coded and kept in a locked metal file cabinet within a locked room with access restricted to only authorized Authority personnel. Evidence of any unauthorized access or known security breaches must be immediately reported to the Authority's Chief Executive Officer who will immediately notify the HUD Field Office. All security violations regardless of whether intentional or unintentional must be reported and documented in writing.

4. Procedure

Within no more than ninety days of an annual or interim recertification authorized Authority personnel will obtain signed Authorization for the Release of Information/Privacy Act Notice, Form HUD-9886 forms from each member of the household 18 years old or older and who is in the household file. Authorized Authority personnel will then access EIV resident data via the internet and print to a secure printer. EIV data will not be saved to the computer, computer disks, CDs or any other memory device.

EIV resident data will be placed in a color-coded file then filed by name in a locked metal file cabinet within a locked secure room with access restricted to only authorized Authority personnel. The Authority will maintain a registry of all persons authorized access to EIV resident data and system and a registry of all persons with access and keys to the secured room and metal file cabinets.

Files will only be pulled as needed, used then immediately returned and secured by authorized Authority personnel.

Authorized Authority personnel will sign-out and sign-in each EIV resident data file on a register noting date and time.

Authorized Authority personnel will compare resident provided income data to EIV resident data. Differences greater than \$200 per month will be considered significant and the resident notified by the Authority in writing of the discrepancy.

Residents may protest the EIV data within ten days of notification; however, the Authority will use the EIV data until the resident provides written third party verification in support of their protest. The Authority must use the HUD provided EIV resident data unless the resident provides overwhelming evidence the data is in error.

After the EIV data is used to verify a resident's eligibility for continued participation in the public housing program and to determine the level of assistance the resident is entitled to receive, the EIV resident file will be kept for fifteen days afterwards in case a resident protests. Should a resident protest, the EIV file will be kept for an additional fifteen days after the protest and/or grievance is resolved.

After fifteen days authorized Authority personnel will shred the EIV resident data. Authorized Authority personnel will log in a register the date and time each EIV resident data is destroyed.

For safeguards, the Authority's Chief Executive Officer will quarterly review the EIV policy, procedures and list of Authority personnel authorized to access the EIV resident data and system.

The Authority's Chief Executive Officer will conduct initial then annual on-going EIV training for all Authority personnel.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part E

FRAUD

FRAUD

If the PHA has reason to believe that a family may have (or had before participating in the public housing programs) committed fraud, bribery, or other corrupt or criminal acts the PHA will take action to determine whether there has been program abuse. Once the PHA determines that fraud has occurred and decides to terminate the lease due to fraud, the PHA will provide the family with a 30 day Notice to Evict. The PHA may require repayment by the family. Further, the PHA shall refer all fraud cases to the Regional Inspector General for Investigation (RIGID) or to local or state prosecutors with a copy to RIGID for investigation and possible criminal prosecution.

The Housing Authority considers the misrepresentation of income and family circumstances to be a serious lease and policy violation as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at the time of admission or any previous reexamination date) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the tenant may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the tenant remains in occupancy, but failure to pay under terms established by the Housing Authority shall always result in immediate termination of the lease. The Housing Authority reserves the right to demand full payment within seven days.
5. The Housing Authority shall report apparent cases of tenant or applicant fraud to the appropriate government agency. It shall be the policy of the PHA to press state and Federal authorities for prosecution of cases which, in the Housing Authority's judgment, appear to constitute willful and deliberate misrepresentation.

HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

Part F

RENT POLICY

RENT POLICY

1. Minimum Rental Amount

The PHA has established a minimum Total Tenant payment of \$50 per month.

2. Rent Collection

a. Rent is due on the first of each month and is considered late if not paid by the fifth day of the month. ~~Residents shall be mailed a notice of rent due, including the due date.~~

b. A late charge will be added to the monthly rental payment for any rent paid after the fifth (5th) day of the month (regardless if the sixth (6th) day is a holiday, Saturday, or Sunday) in the amount of \$1.00 per day and not to exceed \$30.

3. Payments After the Delinquency Date

The family may enter into a written agreement with the PHA or court to pay back all outstanding indebtedness, including unpaid maintenance charges and retro-rent, plus incurred charges. Repayment agreements will not be entered into for delinquent rent. The option to enter into an agreement shall be solely at the discretion of the PHA. Any such agreement must provide for a quick payout of debt, not to exceed three (3) months for the total payment. Should the family fail to make payments in accordance with the terms of the agreement to repay, the PHA shall serve a notice to vacate to the family. Should the PHA be required to enforce the terms of the lease agreement through legal action, all related court costs, attorney fees, plus any outstanding indebtedness, will be included in the judgment.

4. Retroactive Rent Charges

Retroactive Rent Charges will be due and payable within seven (7) days of written notice unless arrangements are made prior to this day to make installment payments. Normally retroactive rent installment payments must be computed not to exceed a three (3) month pay off. If the amounts are large and the tenant will not be able to pay off the retro rent charge within three (3) months a repayment schedule may be established allowing a longer period upon approval of the Executive Director.

5. Vacated Residents With Balances

Vacated residents will have thirty (30) days from the date of the statement of Request for Refund to pay the account or make arrangements for payment. Accounts will be reported to the Credit Bureau and collection action will be taken after the expiration of this time period.

6. Terms and Conditions of Payment of Security Deposits

Prior to lease signing, the Housing Authority must receive full payment of the security deposit; however, the PHA Housing Manager retains the discretion to receive partial payment of the security

deposit, with the balance due the following month. Where the family moves in on other than the first of the month, the rent will be pro-rated for that month but the full security deposit will still be due at time of lease execution.

In properties designated for the exclusive occupancy by elderly, handicapped, or disabled persons, the PHA will allow the keeping of pets in accordance with the Housing Authority's Pet Policy and upon execution of the Pet Lease Addendum. A condition of pet ownership is the payment of a pet deposit for all dogs and cats.

7. Terms and Conditions of Other Charges in Addition to Rent

The Tenant is responsible for the payment of certain other charges such as follows

- a. Maintenance cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests.
- b. Parking violation tickets and trash tickets.
- c. Excess Utility Charges shall be assessed for excess utility consumption due to the operation of major tenant supplied appliances. This does not apply to Residents who pay their utilities directly to a utility supplier.
- d. Installation charges for tenant supplied air conditioners.
- e. The Tenant shall pay all costs and expenses incurred, including reasonable attorney's fees, in enforcing the agreements of this lease or in recovering possession of the said premises, unless the Tenant prevails in such legal actions.

8. Exemption for Hardship Circumstances

The Housing Authority shall immediately grant an exemption from application of the minimum monthly rental amount to any family unable to pay such amount because of financial hardship, which shall include situations in which:

- a. The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996;
- b. The family would be evicted as a result of the imposition of the minimum rent requirement;
- c. The income of the family has decreased because of changed circumstances, including loss of employment;

- d. A death in the family has occurred.

If a resident requests a hardship exemption and the Housing Authority reasonably determines the hardship to be of a temporary nature, an exemption shall not be granted during the 90-day period beginning upon the making of a request for the exemption. A resident shall not be evicted during the 90-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis, the Housing Authority shall retroactively exempt the resident from applicability of the minimum rent requirement for such 90-day period.

9. Family Choice of Rental Payment

The Housing Authority shall provide two (2) rent options for any public housing dwelling unit owned, assisted, or operated by the Housing Authority:

- a. Flat Rents: The flat rental amount for the dwelling unit shall be based on the rental value of the unit, as determined by the Housing Authority; or,
- b. Income Based Rents: The monthly rental amount shall not exceed (up to) 30% of monthly-adjusted income. Income Based Rents shall not be less than the minimum rental amount.

The PHA can calculate rent up to 30% of monthly-adjusted income.

The term “adjusted income” means, with respect to the family, the amount of income of the members of the family residing in a dwelling unit or the persons on a lease, after any income exclusions as follows:

\$400 for any elderly or disabled family;

The amount by which 3% of the annual family income is exceeded by the sum of:

Unreimbursed medical expenses for any elderly family or disabled family;

Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each handicapped member of the family, to the extent necessary to enable any member of such family (including such handicapped member) to be employed.

Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education;

- (iv) \$480 for each member of the family residing in the household (other than the head of the household or his or her spouse) who is less than 18 years of age or is attending school or vocational training on a full-time basis, or who is 18 years of age or older and is a person with disabilities;

Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made;

(vi) Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of:

(a) The amount that such family member has legal obligation to pay, or, \$550 for each individual for whom such payment is made.

(vii) The amount of any earned income of a member of the family who is not:

(a) 18 years of age or older, and

The head of the household (or the spouse of the head of the household).

10. Switching Rent Determination Methods Because of Hardship Circumstances

In the case of a family that has elected to pay rent in the amount equal to the Flat Rent/Ceiling Rent for the dwelling unit, the Housing Authority shall immediately provide for the family to pay rent in the amount equal to Income Based Rent during the period for which such election was made upon a determination that the family is unable to pay the amount determined because of financial hardship, including:

Situations in which the income of the family has decreased because of changed circumstances, loss or reduction of employment, death in the family, and reduction in or loss of income or other assistance;

b. An increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; or,

c. Such other situations as may be determined by the Housing Authority.

Families switching rent determination method because of hardship circumstances shall be limited to one (1) rent switch within a twelve (12) month period. Such rent switches are subject to interim reexamination provisions as detailed in this policy.

11. Encouragement of Self-Sufficiency

It is the policy of the Housing Authority to encourage and reward employment and economic self-sufficiency. As such, the Housing Authority may provide incentives for employment and economic self-sufficiency. These may include:

a. Escrow account (a portion of the rent is placed in an escrow account)

b. Savings account (In lieu of a disallowance of earned income, the amount that otherwise would be applied to the family's rent payment as a result of employment is placed in a savings account. Amounts deposited in a savings account may only be withdrawn by the

family for the purpose of:

- (i) Purchasing a home;
- (ii) Paying education costs of family members;
- (iii) Moving out of public or assisted housing;
- (iv) Paying any other expense authorized by the Housing Authority for the purpose of promoting economic self-sufficiency of the family.

c. Income exclusions (non-mandatory-may include excessive transportation for work or school or earned income. These are implemented at the PHA expense.)

d. Flat rents

Rent losses will be offset in the operating fund.

e. Disallowance of earned income from rent determinations (mandatory): When a family member becomes employed after being unemployed for at least one (1) year, or when income increases during the participation in any family self-sufficiency or job training program, or who is or was assisted under TANF within six (6) months and whose earned income increases, rent shall not increase for twelve (12) months after commencing work.

f. Phase-in of rent increases (mandatory): Upon expiration of the 12-month period of disallowance of earned income from rent determinations, the rent payable by the family shall be increased due to continued employment of the family member, except that during the 12-month period beginning upon such expiration, the amount of the increase may not be greater than 50% of the amount of the total rent increase that would be applicable. (Rent may only increase by 50% of what it normally would during the next 12-month period.) This second 12-month period may be extended at the PHA's discretion. How the phase-in rent is calculated is also at the PHA discretion.

12. Treatment of Income Changes Resulting from Welfare Program Requirements

This section applies to families that receive benefits for welfare or public assistance from a state or other public agency under a program for which the federal, state, or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of a member of the family in an economic self-sufficiency program.

a. Decreases in Income for Failure to Comply

For families whose welfare or public assistance benefits are reduced because of failure of any family member to comply with the conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased.

b. Fraud

For families whose welfare or public assistance benefits are reduced because of an act of fraud by member of the family under the law or program, the amount required to be paid by the family as a monthly contribution toward rent shall not be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to fraud.

c. Reduction Based on Time Limit for Assistance

The amount required to be paid as a monthly contribution toward rent by a family whose welfare or public assistance benefits are reduced as a result of the expiration of a lifetime time limit for a family, and not as a result of failure to comply with program requirements, shall be decreased, during the period of reduction, as a result of any decrease in income of the family, to the extent that the decrease was the result of benefit reduction due to expiration of a lifetime time limit.

d. Notice

The Housing Authority shall obtain written notification from the relevant welfare or public assistance agency specifying that the family's benefits have been reduced and cause for reduction prior to redetermination of monthly contribution toward rent.

e. Grievance

Any family affected by sections 12.a and 12.b above shall have the right to review the determination through the Housing Authority's grievance procedure.

APPENDIX A
INCOME LIMITS

PAYMENT STANDARDS
FOR
MONTGOMERY COUNTY
EFFECTIVE 02-28-2005

<u>BEDROOM SIZE</u>	<u>CURRENT FMR</u>	<u>110% FMR STANDARD</u>
0	\$389	\$427
1	\$390	\$429
2	\$468	\$514
3	\$561	\$617
4	\$695	\$764

ELIGIBLE INCOME LIMITS

Effective 01-28-05

<u># PERSONS</u>	<u>30% LIMITS</u>	<u>VERY LOW</u>	<u>LOW</u>
1	\$10,250	\$17,100	\$27,350
2	\$11,700	\$19,500	\$31,250
3	\$13,200	\$21,950	\$35,150
4	\$14,650	\$24,400	\$39,050
5	\$15,800	\$26,350	\$42,150
6	\$17,000	\$28,300	\$45,300
7	\$18,150	\$30,250	\$48,400
8	\$19,300	\$32,200	\$51,550

APPENDIX B

UTILITY ALLOWANCES

INSERT UTILITY ALLOWANCES

APPENDIX C
GRIEVANCE PROCEDURE

MONTGOMERY COUNTY HOUSING AUTHORITY

GRIEVANCE POLICY

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for residents to seek the just, effective and efficient settlement of grievances against the Housing Authority (HA).

II. GOVERNING LAW

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

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between a resident and the HA with the following two (2) exceptions:

- A. This grievance procedure is not applicable to disputes between residents not involving the HA, or to class grievances involving groups of residents. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between residents, or groups of residents, and the HA's Board of Commissioners.

- B. HUD has issued a due process determination that the law of the State of Georgia requires that residents be given the opportunity for a hearing in court that provides the basic elements of due process (as defined in Section IV below) before eviction from a dwelling unit. Therefore, the HA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - (1) Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of HA; or
 - (2) Any drug-related criminal activity on or off such premises.

Any termination of tenancy or eviction that does fall into one of these two categories shall be handled within the confines of the Expedited Grievance Procedure, which is set forth in Section XII below.

IV. DEFINITIONS

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

- A. **Grievance:** Any dispute which a resident may have with respect to an action or a failure to act by HA in accordance with the individual resident's lease or HA regulations, which adversely affects the individual resident's rights, duties, welfare, or status.
- B. **CFR:** The code of federal regulations that contains the federal regulation governing this grievance procedure.
- C. **Complainant:** Any resident (as defined in this section below) whose grievance is presented to the Central Office of the HA, 216 Shelbyville Road, Hillsboro, IL 62049, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sale, distribute, or use of a controlled substance as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec 802), as from time to time amended.
- E. **HA or "Housing Authority":** The Housing Authority, a body corporate organized and existing under the laws of the State of Georgia.
- F. **Elements of due process:** The following procedural safeguards are required to be followed in an eviction action or a termination of tenancy in a state or local court:
 - (1) Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - (2) Right of the resident to be represented by counsel;
 - (3) Opportunity for the resident to refute the evidence presented by the HA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - (4) A decision on the merits.
- G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR Sec 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. **Hearing Panel:** A three-member panel composed of impartial persons, selected in accordance with 24 CFR Sec. 966.55 and this procedure to hear grievances and render decisions with respect thereto.

- I. **HUD:** The United States Department of Housing and Urban Development.
- J. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- K. **The “Regulations”:** The HUD regulations contained in subpart B of 24 CFR part 966.
- L. **Resident Organization:** An organization of residents, which includes any Resident Management Corporation and specifically includes the Resident Organization.

Resident: The adult person (or persons) other than a live-in aide:

- (1) Who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person resides in the unit
- (2) The person who resides in the unit and who is the remaining head of the household of the resident family residing in the dwelling unit.

N. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

V. INCORPORATION IN LEASES

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

VI. INFORMAL SETTLEMENT OF GRIEVANCES

A. **Initial Presentation.** Any grievance must be presented, in writing to the HA's Central Office, 216 Shelbyville Road, Hillsboro, IL 62049 within five (5) business days after the occurrence of the event giving rise to the grievance.

B. **Informal Settlement Conference.** If the grievance is not determined by the HA to fall within one of the two exclusions mentioned in Section III B (1 and 2) above, then the HA shall, within five (5) business days after the initial presentation of the grievance to informally discuss the grievance with the complainant or his representative(s) in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the complainant, then the complainant shall be promptly notified in writing of the time and place for the informal settlement conference.

C. **Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by the HA and a copy thereof shall be provided to the complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary shall also specify the procedures by which the complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall

also be placed in complainant's file.

VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for Hearing:** If the complainant is not satisfied with the results of the informal settlement conference, the complainant must submit a written request for a formal hearing to HA's Central Office, 216 Shelbyville Road, Hillsboro, IL 62049, no later than five (5) business days after the date complainant receives the summary of discussion delivered as required under Section VI above. Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance;
- (2) The action or relief sought by the complainant; and
- (3) If the complainant so desires, a statement setting forth the times at which the complainant shall be available for a hearing during the next ten (10) business days;
- (4) Complainant's preference, if any, concerning whether the grievance should be heard by a single hearing officer or by a hearing panel;
- (5) If the complainant has failed to attend an informal discussion conference, a request that the hearing officer or panel waive this requirement.

- B. **Failure to Request Hearing:** If the complainant fails to request a hearing within five (5) business days after receiving the written summary of the informal settlement conference, the HA's decision rendered at the informal hearing becomes final and the HA is not thereafter obligated to offer the complainant a formal hearing.

VIII. SELECTION OF HEARING OFFICER OR PANEL

All grievance hearings shall be conducted by an impartial person or persons appointed by

the HA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers and hearing panel members shall be governed by the following procedures:
- (1) The HA shall nominate a slate of persons to sit as permanent hearing officers or hearing panel members. These persons may include, but shall not be necessarily limited to, members of the HA Board of Commissioners, HA staff members, residents, or other responsible persons in the community. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel.
 - (2) The slate of potential appointees shall be submitted to the Resident Organization for written comments. Written comments from the resident organization shall be considered by the HA before appointments are finally made. Objection to the appointment of a person as a hearing officer or panelist must be considered but is not dispositive as to the proposed appointment with respect to which objection is made.
 - (3) On final appointment, the persons appointed and the Resident Organization shall be informed in writing of the appointments. A list of all qualified hearing officers and panelists shall be kept at the Central Office of the HA and be made available for public inspection at any time.

The persons who have agreed to serve as hearing panelists for grievances brought under this procedure are listed on Exhibit I attached hereto and hereby incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section.

- B. The designation of hearing officers or panel members for particular grievance hearing shall be governed by the following provisions:
- (1) All hearings shall be held before a single hearing officer unless the complainant (at the time of the initial request for the hearing) or the HA requests that the grievance should be heard by a hearing panel.
 - (2) Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the HA in random order, subject to availability of the hearing officer or panelist to serve in each such case. The HA may employ any reasonable system for random order choice.

- (3) No member of the HA Board of Commissioners or staff may be appointed as hearing officer or panelist in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
- (4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelists must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a complainant fails to object to the designation of the hearing officer or panelists on the grounds of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer or panel member fails to disqualify himself or herself as required in this grievance procedure, the HA shall remove the panel member or officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing with a new hearing panel or officer.

IX. SCHEDULING OF HEARINGS

- A. **Hearing Prerequisites:** A complainant does not have a right to a grievance hearing unless the complainant has satisfied the following prerequisites to such a hearing:
 - (1) The complainant has requested a hearing in writing.
 - (2) The complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
 - (3) If the matter involves the amount of rent which the HA claims is due under

the complainant's lease, the complainant shall have paid to the HA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. Unless waived by the HA in writing, no waiver shall be given by the HA except in cases of extreme and undue hardship to the complainant, determined in the sole and absolute discretion of the HA.

B. Time, Place, Notice

- (1) Upon complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the HA, no later than the tenth (10th) business day after complainant has completed such compliance. (In the case of a panel, if all three appointed members of the panel are not able to agree upon a date and time convenient to all panelists, on or before the last date before the hearing permitted under this procedure, they shall immediately so inform the HA. If two panelists can agree upon a date and time, the HA shall reappoint a third panelist who shall be available at the time agreed upon by two who can agree. If none of the panelists can agree upon a time, a new panel shall be appointed).
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate HA official, who, unless otherwise designated, shall be the Executive Director.

X. PROCEDURES GOVERNING HEARINGS

A. Fair Hearings

The hearings shall be held before a hearing officer or hearing panel as directed above in Section VIII. The complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any HA documents, including records and regulations that are directly relevant to the hearing.

The complainant shall be allowed to copy any such document at the complainant's expense. If the HA does not make the document available for examination upon request by the complainant, the HA may not rely on such document at the grievance hearing.

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

B. Prior Decision in Same Matter

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

C. Failure to Appear

If the complainant or the HA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a period not to exceed five (5) business days, or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer or hearing panel shall notify the complainant and the HA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the complainant may have to contest HA's disposition of the grievance in an appropriate judicial proceeding.

D. Required Showing of Entitlement to Relief

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying HA's

action or failure to act against which the complainant is directed.

E. Informality of Hearing

The hearing shall be conducted informally by the hearing officer or hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.

F. Orderly Conduct Required

The hearing officer or hearing panel shall require the HA, the complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. Transcript of Hearing

The complainant or the HA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H. Accommodation to Handicapped Persons

The HA must provide reasonable accommodations for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.

XI. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the grievance hearing, the hearing officer or panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. Written Decision

The hearing panel or officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of

hearing

- (1) A copy of the decision shall be sent to the complainant and the HA. The HA shall retain a copy of the decision in the complainant's file.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the HA and made available for inspection by any prospective complainant, his representative, or the hearing panel or hearing officer.

B. Binding Effect

The written decision of the hearing officer or hearing panel shall be binding upon the HA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless HA's Board of Commissioners determines, within ten (10) business days, and properly notifies the complainant of its determination, that:

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

C. Continuing Right of Complainant to Judicial Proceedings

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

EXPEDITED GRIEVANCE PROCEDURE

- A. The expedited grievance procedure shall apply only to those grievances concerning a termination of tenancy or eviction that involves:

Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants or employees of the HA, or

Any drug-related criminal activity on or near the HA's premises.

- B. When the PHA notifies the tenant of a termination of tenancy or eviction that involves the above referenced violations, the HA shall also include in that notice that any grievance hearing requests shall be in accordance with the expedited grievance procedure.
- C. The complainant shall have five (5) business days from the date of the notice in which to file a written request for a hearing to the HA. The written request shall specify:
 - The reasons fore the grievance; and,
 - The action or relief sought.
- D. The complainant shall not have the grievance informally discussed as outlined in Section VI of this policy.
- E. Within 24 hours of receipt by the HA of the complainant's request for a hearing, the Executive Director or designee shall notify the Resident Organization(s) of his/her selection of a hearing officer or hearing panel. The Resident Organization(s) shall have five (5) business days from the date of the notice to submit comments as to the selection of the hearing officer or hearing panel. Upon expiration of the five-(5) business day comment period, the Executive Director or designee shall have one (1) business day to review the comments and make a final selection as to the member(s) of the hearing officer or hearing panel.
- F. Upon complainant's compliance with subsection C of this section, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time and place reasonably convenient to both the complainant and the PHA, not in excess of five (5) business days of the selection of the hearing officer or hearing panel. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and the appropriate HA official.

XIII. NOTICES

All notices under this grievance procedure shall be deemed delivered:

- (1) upon personal service thereof upon the complainant or an adult member of the complainant's household;
- (2) upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or
- (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a resident is visually impaired, any notice hereunder delivered to such resident shall be in an accessible format.

XIV. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the HA, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to residents and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the HA, before final adoption of any amendments hereto.

XV. ISCELLANEOUS

- A. **Captions:** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. **Concurrent Notice:** If a resident has filed a request for a grievance hearing hereunder in a case involving HA's notice of termination of tenancy, the complainant should be aware that the state law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer or hearing panel upholds HA's action to terminate the tenancy, the HA may commence an eviction action in court upon the sooner of the expiration of the date for termination of tenancy and vacation of premises stated in

the notice of termination delivered to complainant, or the delivery of the report of decision of the hearing officer or panel to the complainant.

APPENDIX D

PET POLICY

This Statement of Pet Policy is established for the Montgomery County Housing Authority (MCHA) on November 15, 2000.

Per the requirements of 24 CFR Part 5.35 and 24 CFR Part 960, “a resident of a dwelling unit in public housing may own one (1) or more common household pets or have one (1) or more common household pets present in the dwelling unit of such resident, subject to the reasonable requirements of the public housing agency, if the resident maintains each pet responsibly and in accordance with applicable state and local public health, animal control and animal anti-cruelty laws and regulations and with the following policies”.

1.0 Application for Pet Permit

Prior to housing any pet on the premises, the resident shall apply to MCHA for a pet permit which shall be accompanied by the following:

- 1.1 A current license issued by the appropriate authority, if applicable; and
- 1.2 Evidence that the pet has been spayed or neutered, as applicable; and
- 1.3 Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- 1.4 Evidence of payment of a [\\$200 refundable pet deposit for each dog or cat](#). Pet deposits are not required for birds, fish aquariums, hamsters, guinea pigs and gerbils. This refundable pet deposit must be paid in addition to MCHA’s standard security deposit; and
- 1.5 Current picture of dog or cat, taken by MCHA; and
- 1.6 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. This identification of an alternate custodian must occur prior

to the Housing Authority issuing a pet registration permit and must be kept current. Custodian must state in writing to MCHA that they are willing to be the pet care giver. MCHA must have custodian's name, address and phone number.

- 2.0 All residents with pets permitted to be kept under this policy shall comply with the following rules:
- 2.1 Permitted pets are domesticated dogs, cats, birds in cages, fish aquariums, hamsters, guinea pigs and gerbils. All other animals not listed are specifically excluded.
 - 2.2 Birds, hamsters, guinea pigs, and gerbils are considered caged animals and must be kept in a cage.
 - 2.3 The weight of the dog or cat may not exceed thirty (30) pounds (adult size) and the height of the dog or cat may not exceed fifteen inches at the shoulder (adult size).
 - 2.4 A maximum total of two pets are allowed; however combinations of two dogs, two cats or a dog and a cat are not allowed. Examples of acceptable combinations include, but are not limited to: two caged animals, two aquariums, one caged animal and one aquarium, one caged animal and a dog, one caged animal and a cat, one aquarium and a dog, and one aquarium and a cat.
 - 2.5 Dogs and cats must be licensed yearly with the County and/or City and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
 - 2.6 Vicious and/or intimidating dogs will not be allowed, including, but not limited to such breeds as Dobermans, German Shepherds, Chows, Pit Bulls, Rockweilers, etc
 - 2.7 All dogs and cats must be spayed or neutered, as applicable.
 - 2.8 Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
 - 2.9 When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
 - 2.10 Birds, hamsters, guinea pigs and gerbils must be confined to a cage at all times. Fish must be confined to an aquarium not to exceed 55 gallons in size.
 - 2.11 Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
 - 2.12 Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

- 2.13 Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.
 - 2.14 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
 - 2.15 If pets are left unattended for a period of twenty-four (24) hours or more, MCHA may enter the dwelling unit, remove the pet and transfer it to the designated custodian or if unavailable, to the proper authorities, subject to the provision of state law and pertinent local ordinances. MCHA accepts no responsibility for the animal under such circumstances.
 - 2.16 Residents shall not alter their unit, patio or grounds area in order to create an enclosure for any pet.
 - 2.17 Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
 - 2.18 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of MCHA.
 - 2.19 At recertifications, residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to MCHA issuing a pet registration permit and then must be kept current.
 - 2.20 Visitors are not allowed to bring pets and the residents shall not engage in “pet-sitting”.
 - 2.21 No animals shall be tied up on the outside or left unattended. No dog houses, animal runs, etc., will be permitted.
 - 2.22 These rules may be amended from time to time, as necessary, by MCHA and such amendments shall be binding on the residents upon notice thereof.
 - 2.23 Exception: The above rules may be waived in the case of an animal required by Doctor’s written authorization to aid in the care of a visually, hearing or other impaired handicapped resident. Proper certification will be required if the animal is indeed properly trained to serve in this capacity.
- 3.0 Residents who violate these rules are subject to:

- 3.1 Being required to get rid of the pet within 14 days of written notice by MCHA; and/or
 - 3.2 Eviction.
- 4.0 The privilege of maintaining a pet in a facility owned and/or operated by MCHA shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to MCHA’s Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety, health and security of other residents, or create a problem in the area of cleanliness and sanitation.
- 5.0 A breach of any of the foregoing rules constitutes a breach of the resident’s lease and can result in not only in the revocation of the privilege of keeping a pet, but may result in any of the sanctions set forth in the resident’s lease for breach thereof, including forfeiture of further leasehold rights and termination of the lease. Further, the resident is subject to the Animal Control Act, Section 351 et. seq. of Chapter 8 of the Illinois Revised Statutes. The election of a remedy by MCHA for a resident’s breach of the forgoing rules is not exclusive and MCHA may thereafter pursue any of the various remedies set forth in the lease as MCHA may, in its discretion, decide.

Resident’s Signature

Date

Executive Director’s Signature

Date

APPENDIX E

ONE STRIKE AND YOU'RE OUT POLICY

One Strike and You're Out Policy
Montgomery County Housing Authority

"I challenge local housing authorities and resident associations: Criminal gang members and drug dealers are destroying the lives of decent residents. From now on, the rule for residents who commit crime and peddle drugs should be one strike and you're out."

President Bill Clinton
State of the Union, January 23, 1996

ONE STRIKE AND YOU'RE OUT POLICY

Montgomery County Housing Authority

I. GOAL

The goal of the One Strike and You're Out Policy is to ensure the safety and well being of families and individuals who live in public housing.

The "one strike" policy applies to residents of the Housing Authority (HA). Individuals who engage in illegal drug use and/or other criminal activity shall be evicted from their dwelling unit after one (1) such offense.

The Housing Authority is committed to the provisions of this policy and it shall be strictly enforced.

By aggressively removing criminals from the Authority's public housing developments, the One Strike policy shall:

1. free public housing residents from daily threats to their personal and family safety;
2. build public housing communities that are safer and drug-free;
3. support parents in their efforts to instill positive values in their families;
4. create a positive environment for residents of all ages, where people can live, learn, and grow to be productive and responsible citizens;
5. set an example for the greater community.

II. GUIDING PRINCIPLES OF THE ONE STRIKE POLICY

The Housing Authority One Strike policy was developed based on the following principles:

1. All individuals have the right to live in peace and be free from fear, intimidation, and abuse. The Housing Authority is committed to providing safe housing for all residents of the Authority
2. Public and assisted housing should be awarded to responsible individuals. The Housing Authority shall give no preference to applicant families with a history of drug-related behavior and/or criminal activity.
3. Applicants and current residents of public housing must be protected from discrimination and violation of their right to privacy. The Housing Authority shall comply with all civil rights, fair housing, and privacy laws, at both the screening and eviction stages. The Housing Authority shall not discriminate against any applicant or resident based on race, color, nationality, religion, sex, familial status, disability or membership in other groups or categories protected under such laws.
4. Active community and governmental involvement in designing and implementing a One Strike policy is fundamental to its success. The Housing Authority shall work cooperatively with local government, law enforcement, residents, and the courts in enforcing the One Strike policy.

III. SCREENING AND ADMISSIONS POLICY

The One Strike policy ensures that individuals who engage in illegal drug use or other criminal activities that endanger the well being of residents are prohibited from becoming residents of the Housing Authority. The Authority has adopted the following screening procedure to ensure the goals of this policy:

1. Comprehensive background checks: The HA shall conduct comprehensive background checks, including criminal activity, on all household applicants eighteen (18) years and older. Screening procedure shall include:
 - (a) reviewing police and court records;
 - (b) landlord references;
 - (c) background check with probation officers, parole officers, and local social service providers.

2. Coordination with courts and local, state, and federal law enforcement agencies: The HA shall coordinate with courts and local, state, and federal law enforcement agencies to gain access to criminal records through the Extension Act. The Extension Act makes criminal conviction records available to the Authority for the purposes of screening, lease enforcement, and eviction. The Authority shall maintain a records management system to ensure that records received are maintained confidentially, not misused or improperly disseminated, and destroyed once action is taken.
3. Criteria for acceptance of application for residence: The Housing Authority shall consider applications for residence on a case-by-case basis; denial of acceptance shall be based on the existence of concrete evidence of the seriousness, extent, and recentness of criminal activity. The following applicants shall be denied residence:
 - (a) applicants who have been evicted from public housing within the past five years due to drug-related criminal activity, unless the applicant can show evidence of rehabilitation;
 - (b) persons illegally using controlled substances;
 - (c) persons who have exhibited a pattern of illegal use of controlled substances;
 - (d) any other criminal and/or drug-related activity that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Protect applicant's due process rights: The Housing Authority's Admissions and Continued Occupancy Plan (ACOP) shall be made available upon request and posted in the central office where applications are received.
 - (a) In accordance with the Authority's ACOP, applicants determined to be ineligible for admission shall be promptly notified of the basis for the decision.
 - (b) Per the Extension Act, should denial of occupancy be based on a criminal record, the Authority shall provide the applicant with a copy of the criminal record and the opportunity to dispute the accuracy and relevance of that record.
5. Compliance with state and local laws: The Housing Authority is committed to protecting the rights of all applicants and residents. All policies and procedures, and revisions of policies and procedures, shall be reviewed for compliance with local and state landlord-resident law and any other applicable law by attorneys with experience in such law.

IV. ENFORCEMENT BY EVICTION

In accordance with the current law and the Extension Act, the Housing Authority dwelling lease stipulates that:

- (a) any activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (b) all drug related criminal activity occurring on or off the premises is cause for eviction;
- (c) any person who the Authority determines is illegally using controlled substance shall be evicted; and/or,
- (d) any person whose illegal use of a controlled substance is determined by the Authority to interfere with the rights of other residents shall be evicted.

Under these required lease terms, tenancy shall be terminated and the household evicted when the resident, any member of the resident's household, or guest, engages in the prohibited criminal activity.

The above stated terms for termination of tenancy and household eviction shall be enforced through the following actions:

1. Lease: The Housing Authority Dwelling Lease stipulates that:

- (a) residents, nor any household member or guest, or other person under their control, shall not engage in the prohibited drug-related or other criminal activities; failure to abide by this lease term is grounds for eviction and any drug-related or criminal activity in violation of this term shall be treated as a "serious violation of the material terms of the lease.";
- (b) under the Extension Act, alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, shall be grounds for eviction;
- (c) the Housing Authority shall not tolerate violations of the lease terms regarding criminal activity; one such offense shall be grounds for eviction;
- (d) criminal activity is cause for eviction even in the absence of conviction or arrest.

The same lease shall be used for all residents of the Authority.

2. Briefing on Terms of the Lease: All residents shall be briefed on the terms of the lease at the time of annual re-examination. New residents shall be briefed on the terms of the lease at the time of signing the initial lease.

3. Due Process Rights: The Housing Authority shall protect the resident's due process rights to the greatest extent possible:
 - (a) Eviction procedure shall be processed through the XX State court system and shall not be handled through normal administrative grievance procedure.
 - (b) Residents shall be protected by state and local laws governing eviction procedure, barring preemption by federal law.

V. NONRESIDENT CRIMINAL ACTIVITY

The Housing Authority is committed to protecting against criminal activities committed by nonresidents and has adopted the following policy:

1. The Authority shall post warnings in all HA public housing developments that violators shall be prosecuted to the fullest extent under the law.
2. In accordance with the lease, residents shall be held responsible for guests', nonresidents, criminal behavior. Disruptive and/or criminal behavior of resident guests may be grounds for eviction of the entire household.
3. In cases where the Authority and household settle an eviction case on the condition that the disruptive household member moves away from the Authority properties, the Authority/resident agreement shall provide that:
 - (a) the individual thereafter shall be a trespasser on the Authority properties; and,
 - (b) the household shall be subject to eviction if the individual returns to the HA properties.

APPENDIX F

FLAT RENTS

PROJECT No.	COMMUNITY NAME	0 BR	1 BR	2 BR	3 BR	4 BR
037-002	KIRK TERRACE	\$151	\$183	\$216	\$270	\$302
037-003	LONG HOMES	\$151	\$183	\$216	\$270	\$302
037-005	HULL HOMES	\$141	\$171	\$201	\$252	\$282
037-006	ASH ARNETT	\$141	\$171	\$201	\$252	\$282
037-007	CARLOCK HOMES	\$141	\$171	\$201	\$252	\$282
037-008	COBETTO HOMES	\$141	\$171	\$201	\$252	\$282
037-009	HUBER HOMES	\$151	\$183	\$216	\$270	\$302
037-010	STEWART HOMES	\$141	\$171	\$201	\$252	\$282
037-011	GRAHAM REINEKE	\$141	\$171	\$201	\$252	\$282

Annual Statement/Performance and Evaluation Report ATTACHMENT il037d01
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: Montgomery County Housing Authority	Grant Type and Number Capital Fund Program Capital Fund Program Replacement Housing Factor Grant No: IL06R03750107 (Updated 7/03/06)	Federal FY of Grant: 2007
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 Performance and Evaluation Report for Period Ending:
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations			0.00	0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition	34,669			
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	34,669		0.00	0.00
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

