

PHA Plans

Streamlined Annual Version 1

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

OMB No. 2577-0226
(exp. 05/31/2006)

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:

**The Housing Authority of the City of Lafayette, Tennessee
TN090v01**

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: Lafayette Housing Authority **PHA Number:** TN090

PHA Fiscal Year Beginning: (mm/yyyy) 10/2007

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: **102**
 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: Jon Wells, Executive Director Phone: 615-666-2140
 TDD: N/A Email (if available): lafhouse@nctc.com

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 N/A
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
- 2. Capital Improvement Needs **Page 5**
903.7(g) Statement of Capital Improvements Needed
- 3. Section 8(y) Homeownership N/A
903.7(k)(1)(i) Statement of Homeownership Programs
- 4. Project-Based Voucher Programs N/A
- 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. N/A
- 6. Supporting Documents Available for Review **Page 9**
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
FFY2007 CFP Annual Statement - Page 11
FFY2006 CFP P & E Report – Page 15
FFY2005 CFP P & E Report – Page 18
- 8. Capital Fund Program 5-Year Action Plan **Page 21**
- 9. VAWA Policy **Page 24**
- 10. Revised Personnel Policy **Page 32**

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. **NO**

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

2. What is the number of site based waiting list developments to which families may apply at one time?
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?
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 Not Applicable

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?
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?
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:

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.

- 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):
- Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

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: (provide name here)

Tennessee Housing and Development Agency

(The Personnel Policy was changed following the completion of the 2006 Annual Plan. The changes were approved by the our Board on 4/24/07.)

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)
- Other: (list below)

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

Not Applicable

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
	<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
✓	<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
✓	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan. FY2005</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
	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
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
✓	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
✓	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Public housing rent determination policies, including the method for setting public housing flat rents. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	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 type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
✓	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
✓	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
✓	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
		Sufficiency
	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
✓	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
✓	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
✓	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
✓	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
✓	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
✓	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
✓	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 grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
✓	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)	VAWA Policy
	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 1: Summary					
PHA Name: The Housing Authority of the City of Lafayette, Tennessee		Grant Type and Number Capital Fund Program: TN43P09050107 Capital Fund Program 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	\$15,009.00			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	\$17,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$131,500.00			
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)	\$163,509.00			
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				

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

PHA Name: The Housing Authority of the City of Lafayette, Tennessee		Grant Type and Number Capital Fund Program #: TN43P09050107 Capital Fund Program Replacement Housing Factor #:			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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
	<u>Operations</u>							
PHA-Wide	Operations	1406	102	\$15,009.00				
	SUBTOTAL			\$15,009.00				
	<u>Fees and Costs</u>							
PHA-Wide	<u>a. Architectural Fees</u>	1430.1	102	\$15,000.00				
	Architect's fee to prepare bid and contract documents, drawings specification and assist the PHA at bid opening, awarding the contract, and supervise the construction work on A periodic basis.							
	Fee to be negotiated. Contract labor.							
	Subtotal			\$15,000.00				
PHA-Wide	<u>b. Consultant Fees</u>	1430.2	102	\$2,000.00				
	Hire Consultant to assist with preparation and submittal of required Agency Plans. Fees to be negotiated.							
	Contract Labor.							
	Subtotal			\$2,000.00				
	SUBTOTAL			\$17,000.00				
	<u>Dwelling Structures</u>							
TN090-1	a. Replace all shingles & decking.	1460	30 Units	\$35,500.00				
TN090-3	(5/8' decking) (Phase II @ 003)	1460	8 Bldgs.	\$40,000.00				
	Subtotal			\$75,500.00				
TN090-1	b. Add smoke detectors as per '99 NEC (one each bedroom plus one in hall) (Phase II)	1460	80 Ea.	\$4,000.00				
	Subtotal			\$4,000.00				

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

PHA Name: The Housing Authority of the City of Lafayette, Tennessee		Grant Type and Number Capital Fund Program #: TN43P09050107 Capital Fund Program Replacement Housing Factor #:			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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TN090-3	c. Replace bathtubs and add new shower Surround, commode, tub faucet, supply & misc. (Phase III)	1460	10 Units	\$48,000.00				
	Subtotal			\$48,000.00				
PHA-Wide	d. Repair attic fire barriers	1460	54 Ea.	\$4,000.00				
	Subtotal			\$4,000.00				
	SUBTOTAL			\$131,500.00				
	GRAND TOTAL			\$163,509.00				

TN090-1 30 Units

TN090-3 72 Units

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of Lafayette, Tennessee			Grant Type and Number Capital Fund Program #: TN43P09050107 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2007	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	7/17/09			7/17/11			
TN090-1	7/17/09			7/17/11			
TN090-3	7/17/09			7/17/11			

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: The Housing Authority of the City of Lafayette, Tennessee	Grant Type and Number Capital Fund Program: TN43P09050106 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: 2006
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 1)
 *includes additional funding award of 4/16/07 in this Budget
 Performance and Evaluation Report for Period Ending: 3/31/07
 Final Performance and Evaluation Report
 Revision #1 submitted for period ending 3/31/07

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$5,100.00	\$5,100.00	\$0.00	\$0.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	\$16,354.00	\$16,354.00	\$11,500.00	\$639.40 **
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$115,300.00	\$128,055.00*	\$0.00	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$14,000.00	\$14,000.00	\$13,260.00	\$13,260.00
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)	\$150,754.00	\$163,509.00*	\$24,760.00	\$13,899.40**
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				

****NOTE: This P&E as Budget Revision #1 is the same one submitted with ACC for additional funding award of 4/16/07, so it includes 1 expenditure after 3/31/07 making expenditure total more than LOCC's reporting for 3/31/07.**

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 3/31/07

Part III: Implementation Schedule

**Budget Revision #1 was submitted w/ACC for additional funds*

PHA Name: The Housing Authority of the City of Lafayette, Tennessee			Grant Type and Number Capital Fund Program #: TN43P09050106 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2006	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	9/30/08	7/17/08		9/30/10	7/17/10		
TN090-1	9/30/08	7/17/08		9/30/10	7/17/10		
TN090-3	9/30/08	7/17/08		9/30/10	7/17/10		

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

PHA Name: The Housing Authority of the City of Lafayette, Tennessee	Grant Type and Number Capital Fund Program: TN43P09050105 Capital Fund Program Replacement Housing Factor Grant No:	Federal FY of Grant: 2005
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Original Annual Statement
 Reserve for Disasters/ Emergencies
 Revised Annual Statement (revision no: 2)
 Performance and Evaluation Report for Period Ending: 3/31/07
 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	\$16,700.00	\$53,966.00	\$24,136.31	\$3,163.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	\$35,000.00	\$10,000.00	\$10,000.00	\$6,688.00
8	1440 Site Acquisition				
9	1450 Site Improvement	\$10,000.00	\$1,680.00	\$1,680.00	\$1,680.00
10	1460 Dwelling Structures	\$102,700.00	\$98,754.00	\$72,385.09	\$63,585.09
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
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)	\$169,400.00	\$169,400.00	\$113,201.40	\$80,116.09
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				

Annual Statement/Performance and Evaluation Report

Budget Revision #2

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) 3/31/07

Part II: Supporting Pages

PHA Name: The Housing Authority of the City of Lafayette, Tennessee		Grant Type and Number Capital Fund Program #: TN43P09050105 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2005			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-Wide	Operations	1406	102	\$16,700.00	\$53,966.00	\$24,136.31	\$3,163.00	In Progress
PHA-Wide	Fees and Costs	1430	102	\$35,000.00	\$10,000.00	\$10,000.00	\$6,688.00	In Progress
PHA-Wide	New office computers	1475	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	Completed
PHA-Wide	Repave parking at office	1450	LS	\$10,000.00	\$1,680.00	\$1,680.00	\$1,680.00	Completed
PHA-Wide	Construct covered pavilion	1470	LS	\$0.00	\$0.00	\$0.00	\$0.00	Deleted
TN090-1	Add new vanities	1460	32 Units	\$11,200.00	\$10,000.00	\$8,031.69	\$8,031.69	In Progress
TN090-1	Re-do sink & washer drains	1460	2 Units	\$40,200.00	\$13,400.00	\$0.00	\$0.00	No Progress
TN090-3	Replace bathtubs and add new shower surround, commode, tub faucet, supply & misc. (Phase I)	1460	6 Units	\$12,000.00	\$28,800.00	\$28,800.00	\$28,800.00	Completed
TN090-3	Replace rear screen doors	1460	72 Units	\$10,500.00	\$19,800.00	\$8,800.00	\$0.00	In Progress
TN090-3	Handrails at elderly units	1460	32 Units	\$0.00	\$0.00	\$0.00	\$0.00	Deleted
TN090-3	Clean HVAC air ducts	1460	72 Units	\$28,800.00	\$14,400.00	\$14,400.00	\$14,400.00	Completed
TN090-1	Kitchen light fixtures	1460	32 Units	\$0.00	\$2,850.00	\$2,850.00	\$2,850.00	Completed
TN090-3	Extra door & wall in 3 BRs.	1460	16 Units	\$0.00	\$9,504.00	\$9,504.00	\$9,504.00	Completed

TN090-1 30 Units

TN090-3 72 Units

Annual Statement/Performance and Evaluation Report

Budget Revision #2

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

3/31/07

Part III: Implementation Schedule

PHA Name: The Housing Authority of the City of Lafayette, Tennessee			Grant Type and Number Capital Fund Program #: TN43P09050105 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 2005	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quart Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
PHA-Wide	9/30/07	8/18/07		9/30/09	8/18/09		
TN090-1	9/30/07	8/18/07		9/30/09	8/18/09		
TN090-3	9/30/07	8/18/07		9/30/09	8/18/09		

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan						
Part I: Summary						
PHA Name: Housing Authority of the City of Lafayette, TN					<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: 2008 PHA FY: 2008	Work Statement for Year 3 FFY Grant: 2009 PHA FY: 2009	Work Statement for Year 4 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 5 FFY Grant: 2011 PHA FY: 2011	
PHA Wide	Annual Statement	\$163,509.00	\$25,509.00	\$35,509.00	\$163,509.00	
TN090-1		\$0.00	\$7,500.00	\$0.00	\$0.00	
TN090-3		\$0.00	\$130,500.00	\$128,000.00	\$0.00	
CFP Funds Listed for 5-year planning		\$163,509.00	\$163,509.00	\$163,509.00	\$163,509.00	
Replacement Housing Factor Funds						

9. VAWA Policy

LAFAYETTE HOUSING AUTHORITY (LHA) VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth LHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by LHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by LHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between LHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by LHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by LHA.

III. Other LHA Policies and Procedures

This Policy shall be referenced in and attached to LHA’s Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of LHA’s Admissions and Continued Occupancy Policy. LHA’s annual public housing agency plan shall also contain information concerning LHA’s activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of LHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

B. *Dating Violence* – means violence committed by a person-

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship.
 - (ii) The type of relationship.
 - (iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means -

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
 - (i) that person;
 - (ii) a member of the immediate family of that person; or
 - (iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance.* LHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Admissions Preference.* Applicants for housing assistance from LHA will receive a preference in admissions by virtue of their status as victims of domestic violence [dating violence, stalking]. This preference is particularly described as follows: [insert description including any requirements with respect to evidence of past domestic violence incidents, etc.]

C. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, LHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, LHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. LHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by LHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by LHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of LHA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither RHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of LHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or LHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. *Removal of Perpetrator.* Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, LHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by LHA. Leases used for all public housing operated by LHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by LHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. *Requirement for Verification.* The law allows, but does not require, LHA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., LHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by LHA. Section 8 owners or managers receiving rental assistance administered by LHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to LHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to LHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or court record* – by providing to LHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by LHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of LHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to LHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by LHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

VIII. Transfer to New Residence

A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, LHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. *Action on applications.* LHA will act upon such an application promptly [alternatively, insert a number of business days].

C. *No right to transfer.* LHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of LHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

- D. *Family rent obligations.* If a family occupying LHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by LHA. In cases where LHA determines that the family's decision to move was reasonable under the circumstances, LHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. *Court orders.* It is LHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by LHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other LHA policies regarding family break-up are contained in RHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of LHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If LHA staff become aware that an individual assisted by LHA is a victim of domestic violence, dating violence or stalking, LHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring LHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. LHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which LHA has referral or other cooperative relationships.

XII. Notification

LHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by LHA as approved by the LHA Board of Commissioners.

10. REVISED PERSONNEL POLICY

Amended by Resolution 04/24/07

PERSONNEL POLICY OF THE LAFAYETTE HOUSING AUTHORITY

1. Basic Principles

- A. Merit System – The employment of personnel and all actions affecting employees shall be based solely on merit, ability and justice.

- B. Nondiscrimination – There shall be no discrimination against employees or applicants for employment on account of race, religion, sex, color or national origin and shall include prohibition of discrimination against handicapped individuals in accordance with Section 504 of the Rehabilitation Act of 1973 and prohibition of discrimination because of age in accordance with the Age Discrimination Act. In accordance with said Act the Local Agency is required to provide reasonable accommodation to qualified handicapped individuals. However, reasonable accommodation does not require undue financial burden on the Local Agency.

Equal employment opportunity shall apply to all personnel actions, including, but not limited to, recruitment, hiring, upgrading, promotion, demotion, transfer, layoff or termination. To make the policy generally known in the community, the Local Agency shall (in addition to the position requirements) insert in all employment announcements a statement that all qualified applicants will receive due consideration for employment without regard to race, age, religion, sex, color or national origin. This statement shall also include a provision stating that no qualified handicapped person shall, on the basis of the handicap, be subjected to discrimination in employment.

- C. Politics – All members, officers, and employees of the Local Agency whose employment as such constitutes their principal employment are subject to the provisions of Federal statute 5 U.S.C. 1501 and 1502. An officer or employee of the Local Agency who is in doubt as to whether he/she is subject to or exempt from any of the provision of said statute may present the matter in writing for consideration in the office of the Special Counsel, U.S. Merit Systems Protection Board, 1120 Vermont Avenue, N.W., Washington, D.C. 20419.

- D. Nepotism – In hiring spouses or relatives of the Local Agency's board members or staff, the Local Agency must comply with all applicable State and local laws governing conflicts of interest or nepotism. Where a contract for services is utilized in lieu of employment, spouses and relatives of the Local Agency's board members or staff who reside in the same household are subject to the same prohibitions under Section 515 of the ACC as the board member or employee.

The Local Agency will not prohibit the hiring of spouses or relatives of the Local Agency's board members or staff in accordance with Section 515 of the ACC. However, the Local Agency shall follow hiring procedures that afford a fair and equal opportunity for employment to all qualified candidates for employment and avoid favoritism or inside influence in making employment decisions.

2. Organization

- A. The following positions are considered necessary to carry out the normal operating functions of the Local Agency, and shall be classified as full or part-time as indicated below.

A full-time position shall require regular scheduled work hours for the full regular week as prescribed in Section 9.

A part-time position shall require employment for less than the maximum hours prescribed in the regular workweek.

POSITION	CLASSIFICATION	HOURS
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Management & Administrative Positions

Executive Director	Part-time	20
Occupancy Manager/Bookkeeper	Full-time	40
Asst. L & O Manager	Part-time	24
Maintenance Mechanic	Full-time	40
Maintenance Aide	Full-time	40
Laborer	Full-time	40

- B. Position description – The duties and responsibilities of every position shall be set forth in writing. Every employee shall be given a copy of his/her job description. Position descriptions adopted by the Board are made part of this Personnel Policy by reference.

3. Compensation

A. Determination of Rates

- (1) For technical staff and maintenance personnel, appropriate compensation rates shall be paid on the basis of prevailing rates in the locality, pursuant to the HUD assistance contracts.
- (2) For all other employees appropriate compensation rates shall be determined on the basis of pertinent local public practice. Public practice, as referred to herein, shall consist primarily of the related regulations of the municipal or county government, and of such local public bodies as public schools, public hospitals, or other institutions supported by public funds.

4. **Authority to Effect Personnel Actions** – Authority to appoint, promote, transfer, demote, suspend, and separate personnel shall be vested in the Executive Director and such other officials as are formally designated to act for him/her, except that personnel actions relating to the key employees as determined by the Board shall be reserved for board action on the recommendation of the Executive Director.
5. **Selection of Applicants** – Persons desiring employment shall file written applications setting forth their qualifications, experience, references and other information as may be required.

6. Pre-Employment Physical Examination

- A. The Local Agency may not conduct or seek to make an inquiry as to whether an applicant is handicapped or the nature or severity of the handicap.
- B. The Local Agency may require applicants for employment to take a pre-employment physical examination. A pre-employment physical examination may be required for specific jobs provided that all entering employees in the job classification must take such an examination regardless of whether or not they are handicapped. The scope of the medical examination should be limited to the physical requirement of the position. All information obtained with respect to pre-employment physical examinations shall be kept confidential. Expenses for pre-employment physical examinations are an allowable cost of the Local Agency's operating budget.

7. Changes of Status of Employment

- A. Promotions – Vacated or newly established positions shall be filled to the fullest extent consistent with efficient operations, by promotion of qualified employees.
- B. Demotions – An employee shall be subject to demotion under the following conditions:
 - (1) If he/she has been found unsuited for his present position but may be expected to give satisfactory service in a lower paying position.
 - (2) If his/her position has been either abolished or reallocated to a lower paying class and he/she cannot be transferred to a position of equal pay. It shall be clearly indicated on all papers that the transaction in no way reflects on the employee's performance or ability.
- C. Transfers:
 - (1) Employees shall be transferred within the organization as far as practicable to positions where their highest skills will be best utilized.
 - (2) When transfers of personnel are necessitated by organizational changes, every effort shall be made to place the affected employees in positions which will permit them to retain their salaries.
 - (3) In making transfers within the organization, due consideration shall be given to the desires of the employees involved.

D. Suspensions – An employee may be suspended from duty without pay not to exceed fifteen (15) working days for:

- (1) For disciplinary reasons, or
- (2) Pending investigation of charges where the presence of the employee at work constitutes a hazard either to the Local Agency or to himself. If investigation does not bear out the charges and the employee is retained, he shall be paid for the period of suspension.

8. Separations

- A. Resignations – An employee who desires to terminate his employment shall submit a written resignation to the Executive Director setting forth the reasons and the effective date as far in advance as possible, but a minimum of two (2) weeks notice is requested. Unauthorized absence from work for a period of three (3) consecutive days may be considered by the Executive Director as a resignation.
- B. Dismissals – The Executive Director may dismiss or demote any employee in the Local Agency. Reasons for dismissal may include, but shall not be limited to: incompetence or inefficiency in the performance of duties; conviction of a criminal offense or of a misdemeanor involving moral turpitude; violations of any lawful and reasonable regulation, order or direction made or given by a superior officer; or insubordination that constitutes a serious breach of discipline; public intoxication or drinking any intoxicating beverages while on duty; being addicted to the use of narcotics or being under the influence of a drug or narcotic while on duty; theft, destruction, carelessness, or negligence in the use of the property of the Local Agency; disgraceful personal conduct or language toward the public, toward fellow officers or employees or abusive public criticism of his superior or other officials, unauthorized absences or abuse of leave privileges; incapacity for proper performance of duties because of a permanent or chronic physical or mental defect; falsification of records or use of official position for personal advantages; loss of an employee's driver's license and driving privileges by due process of law when the employee's position makes the operation of a motor vehicle necessary in the performance of his/her duties.

The employee shall be furnished an advance written notice containing the nature of the proposed action, the reasons therefor and his right to answer the charges in writing. This notice shall be furnished at least one (1) calendar week prior to the proposed effective date of the action; the employee may be retained in duty status, on leave, or suspended with or without pay at the discretion of the Executive Director. If the employee fails to respond to the advance notice prior to the proposed effective date, with a written request to the Local Agency appealing the Executive Director's decision and requesting a hearing before the Local Agency, the proposed action of the Executive Director shall be effective on the date specified with no need for further action. Otherwise, the Local Agency shall carefully consider the appeal of the employee before making a final decision.

C. Reduction in Force

- (1) If it is necessary to reduce personnel, the selection of employees to be retained shall be based primarily on their relative efficiency and the necessity of the job entailed. Other things being equal, length of service shall be given consideration.
- (2) At least two (2) weeks notice prior to dismissal shall be given an employee except for persons employed for a specific period.

9. Working Hours

- A. Regular Work Week – The regular work week for full-time maintenance, management and administrative employees shall consist of 40 hours.

The regular work week is defined as being from 8:00 A.M. TO 4:30 P.M. Monday through Friday, both inclusive.

- B. Overtime – Overtime shall be avoided as far as possible, but may be required by the Executive Director when absolutely necessary in the interest of efficient operation. Such overtime shall be approved in writing by the Executive Director prior to the time the work is done except in case of emergencies, and compensatory time off shall be granted to all administrative employees within 60 days. All persons hired to perform maintenance functions shall receive over-time payment at the rate of no less than one and one-half the normal (hourly) rate of pay for work in excess of eight (8) hours in a day and forty (40) hours in a work week.

10. Absence from Work – The following regulations, consistent with local public practice, are established:

- A. The following holidays with pay shall be observed: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day and the day after, employee's birthday and such other days as may be designated by the Local Agency. When a holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be observed.
- B. Annual Leave – All applicable officers and employees of the Local Agency shall be given one week of vacation leave with pay after one full year of employment served. After three (3) years up to ten (10) year of employment, all applicable officers and employees shall receive two (2) weeks of vacation leave with pay. After working ten (10) years, all applicable officers and employees shall receive three (3) weeks of vacation leave with pay. All applicable officers and employees employed for fifteen (15) years or more shall received four (4) weeks of vacation leave with pay.
- (1) If an employee quits or is terminated during a year in which he is eligible for vacation, the employee will be paid for all vacation time earned to termination date.

- (2) Vacation time may not be accrued at the employee's option beyond twenty (20) days. However, vacations must be scheduled with the approval of the Executive Director, who must consider the staffing needs of the Local Agency. If a previously scheduled vacation must be cancelled because of an emergency, the Executive Director may grant accrual beyond the twenty (20) day limit for one year only.
- (3) For calculating vacation time, the definition shall be seven (7) calendar days including Saturday and Sunday. Pay for the one week of vacation will be the same as pay for a basic work week.
- (4) No employee will be entitled to vacation pay which is not used except upon termination of employment.
- (5) Part-time employees shall not be granted annual leave.

C. Sick Leave

- (1) Full-time management, administrative and maintenance employees shall be given a credit of one working day of sick leave with pay for each month of employment. For employees with less than twelve (12) months of employment, sick leave shall accrue at the rate of one (1) day per month up to a total of ten (10) days in the year.
- (2) Sick leave shall be taken only when approved by the Executive Director or by such other officer or employee as he/she may designate.
- (3) Sick leave, up to the number of days accrued, shall be approved for all applicable officers and employees whose absence from duty is due to illness, bodily injury, exposure to contagious disease, or death in the immediate family of the officer or employee.
- (4) The Executive Director may, at his/her discretion, require doctor's certification for illness of less than five (5) days. For longer illnesses, a doctor's certificate of illness and of fitness to return to work must be presented before the employee can return to active duty.
- (5) The maximum accrued sick leave under the provision of this section shall be ninety (90) days.
- (6) The Executive Director may, at his/her discretion, require a doctor's certificate or other satisfactory evidence of an absence being properly chargeable as sick leave.
- (7) Part-time employees shall not be granted sick leave with pay.

D. Leave without pay

- (1) A regular employee may be granted leave of absence without pay, where necessary. Leave of absence shall be granted at the discretion of the Executive Director. An employee will not accrue sick leave or vacation credit while on leave of absence without pay.
- (2) Absence without proper authorization or approval shall be considered leave without pay and may be considered sufficient cause for suspension or dismissal of the employee at the discretion of the Executive Director.

11. Health and Safety

- A. Employees shall be provided safe, sanitary and healthful working conditions.
- B. Employees shall be covered by Workman's Compensation Insurance.

12. Employee Relations – employees shall have the right to designate representatives of their own choosing. Employees shall be free to join, or refrain from joining employee unions. In so doing, employees shall be ensured freedom from restraint, interference, discrimination or reprisal.

13. Training

- A. In-service training shall be provided to aid employees to gain efficiency in their work.
- B. Employee training shall be a function of every supervisor.

14. Grievances

- A. Right of Employees – Employees shall have the right to present grievances, individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint, interference, discrimination and reprisal. Such grievances shall be presented only through the established lines of authority.
- B. Supervisory Responsibility – Supervisors at all levels shall receive and act promptly on employees' complaints.
- C. Appearance before the Executive Director – Any employee shall have the right to appear before and present his grievance to the Executive Director as a final appeal.

15. Performance Ratings

- A. Maintenance employees shall receive annual performance ratings.
- B. Performance ratings shall be noted in employee service records and shall be considered in effecting personnel actions.

16. Service Records – A service record shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including the dates of employment and pay changes.

17. Compensation of Commissioners

- A. Allowable costs shall not include compensation for the services of members of the Local Agency's Board of Commissioners unless required under State law AND approved by HUD.
- B. Compensation of travel expenses to board members of the Local Agency is permitted and shall cover only reasonable travel costs which are necessary to enable the Local Agency to operate its public housing program economically and efficiently. Compensation for travel expenses shall be paid in accordance with the travel policy of the Local Agency.

18. Employment of Commissioners – The employment of a Local Agency Commissioner during his tenure or for one year thereafter in a salaried position within the Local Agency constitutes a conflict of interest under Section 515 of the ACC. A HUD waiver of the ACC requirement would be required from the HUD field office to authorize an exception to this requirement.

19. Appointment of Tenants as public Housing Agency Commissioners – No person should be barred from serving on the Board of Commissioners or similar governing body of the Local Agency because of his/her tenancy in a lower income housing development in accordance with Section 2 of the United States Housing Act of 1937, as amended.

20. Membership in Organizations

- A. Project costs shall not include the costs of individual membership of officials or employees in any organization or the costs of membership in an organization any substantial part of whose activities involve the promotion of legislation.
- B. Expenditures for Local Agency membership dues and fees in organizations are an allowable cost if the organization furnishes technical or professional information, training, workshops, or other services beneficial to the Local Agency's activities. The cost of the Local Agency membership in organizations should be specifically authorized by the Local Agency Board.